CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
June 02, 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

Presentations from applicants for Boards and Commissions

1. John Avdoulos - Planning Commission

2. Ebony Bagley - PR&CS Commission, Beautification Commission

3. Gary Becker - Planning Commission

4. Per Ekevag - Public Utilities & Technology Committee, Economic Development Corporation, Planning Commission

5. Caren Fifer - Beautification Commission

6. Hilliard Hampton - Planning Commission, PR&CS Commission, Economic Development Corporation

7. Salene Riggins - PR&CS Commission

8. Nicole Rumao - PR&CS Commission, Planning Commission, Beautification Commission

9. Faisal Sayeed - Public Utilities & Technology Committee, PR&CS Commission, Election Commisssion, Planning Commission

10. Wendy Scarozza - Election Commisssion, Beautification Commission, Cultural Arts Advisory Committee

11. David Sherman - Public Utilities & Technology Committee, Planning Commission

12. Suhanya Subramanian - Election Commisssion, PR&CS Commission

13. Sumin Thomas - PR&CS Commission, Public Utilities & Technology Committee

14. Marla Wise - Election Commisssion

REPORTS

1. Manager/Staff

2. Attorney

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

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

MATTERS FOR COUNCIL ACTION

1. Consideration of Dick's House of Sport for JSP24-31 Special Land Use and Preliminary Site Plan approval. The plan proposes redevelopment of the lower level of the former Sears store at the Twelve Oaks Mall, with an outdoor activity space.

2. Consideration of approval to award the Valve Exercising, Condition Assessment and Repair Program contract to Hydromax USA LLC, the low bidder, in the amount of $1,469,048.

3. Approval of resolution to authorize Budget Amendment #2025-5

4. Approval of the City's 2025-2026 property and liability insurance coverage with Travelers Insurance in the amount of $620,653.

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

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

COMMITTEE REPORTS

1. Long-Range Strategic Planning Committee - Mayor Pro Tem Casey

2. Environmental Sustainablility Committee - Councilmember Smith

MAYOR AND COUNCIL ISSUES

1. Future of the Ice Arena - Councilmember Staudt

COMMUNICATIONS

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

A. Approve Minutes of:
May 19, 2025 - Regular Meeting

B. Consideration of Amendment #1 to the Transit Enhancement Service Agreement with People's Express (PEX) to extend use of Civic Center office and parking space through December 31, 2025, and to increase the monthly rent to $600.

C. Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

D. Consideration for Approval of Zoning Map Amendment 18.751, a City-Initiated Rezoning of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light industrial, since the Keford Collision and Towing PRO Plan and Agreement are now expired. **SECOND READING**

E. Approval of a Resolution to close Ten Mile Road from the Civic Center to Taft Road, and Taft Road from 10 Mile to 9 Mile for the Festival of Chariots from 11:45 AM to 1:45 PM on Sunday, July 20, 2025.

F. Approval of a Resolution to close the west bound lanes of Grand River Ave. between Taft Rd. and 46850 Grand River Ave for the 2025 "Moovin'thru the Midway 5K" from 7:30AM to 9:30AM on Saturday, August 30, 2025.

G. Consideration of approval of Resolution authorizing a Uniform Video Service Local Franchise Agreement with Charter Communications, LLC, dba Spectrum.

H. Enter Executive Session immediately following the regular meeting of June 2, 2025, in the Council Annex for the purpose of discussing City Clerk Performance Evaluation.

I. Approval of claims and warrants – Warrant 1181

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.

MEMORANDUM

TO: MAYOR FISCHER AND COUNCIL MEMBERS
CC: CORTNEY HANSON, CITY CLERK
FROM: MELISSA MORRIS, DEPUTY CITY CLERK
SUBJECT: APPOINTMENTS FOR BOARDS AND COMMISSIONS
DATE: MAY 29, 2025

Attached please find applications for the current openings on Boards and Commissions and the current Booklet List.

- Parks, Recreation, & Cultural Services Commission: Joe Tolkacz is not seeking reappointment.
- Charley Staab (PRCS Commission) and Edward Roney (Planning Commission) are seeking reappointment but are unable to attend presentations. Their applications are attached for your review.
- Vikramaditya Patel and Torry Yu are unable to attend presentations.

In accordance with Council Rules amended in February 2021, all boards and commissions candidates will present to City Council. Please see below for current openings for which candidates are presenting.

City Council Appointments

Board or Commission	Number of openings	Term expiration
Beautification Commission	2 full terms	03/01/2028
Election Commission	1 partial term	01/01/2027
Parks, Recreation, & Cultural Services Commission	3 full terms	06/30/2028

Attendance records for those seeking reappointment:

Salene Riggins (PRCS Commission) – attended 30 of 33 (91%) meetings since June 2022.

Charles Staab (PRCS Commission) - attended 30 of 33 (91%) meetings since June 2022.

Mayoral Appointments

City Council Cultural Arts Advisory Committee **see notes below*	(3) 1 year terms (2) 2 year terms	06/30/2026 06/30/2027
Economic Development Corporation	1 partial term	03/01/2030
Planning Commission	3 full terms	06/30/2028
Public Utilities & Technology Committee	2 full terms	No expiration

*Resolution creating this committee states that "The initial terms shall be filled by the current members, but upon the first appointment in accordance with the schedule established by Council rules, the terms shall be staggered such that 3 members shall be appointed for a one-year term members shall be appointed for two years at the next appointment date and 2 members shall serve an additional year; thereafter appointments shall be for a two-year period on that schedule."

Cultural Arts Advisory Board members Stephanie Hall and Becky Staab would like to continue serving on the new City Council Cultural Arts Advisory Committee. The Mayor will assign initial term lengths of either 1-year or 2-year for these members.

Attendance records for those seeking reappointment:

John Avdoulos (Planning Commission) – attended 38 of 47 (81%) meetings since June 2022.

Gary Becker (Planning Commission) – attended 43 of 47 (91%) meetings since June 2022.

Edward Roney (Planning Commission) – attended 46 of 47 (98%) meetings since June 2022.

CITY of NOVI CITY COUNCIL
June 2, 2025

SUBJECT: Consideration of a Special Land Use and Preliminary Site Plan approval for Dick's House of Sport

SUBMITTING DEPARTMENT: Community Development – Planning

KEY HIGHLIGHTS:

- Redevelopment of the former lower level of the Sears store at Twelve Oaks Mall with Dick's House of Sport.
- Renovations include an outdoor activity space with a turf field and running track, with the added capability to convert to an ice rink in the winter months. This will be constructed on the site of the former Sears auto center following its demolition.
- Planning Commission recommended approval on April 23, 2025.

BACKGROUND INFORMATION:

The 17.79-acre property is located at the Twelve Oaks Mall, south of Twelve Mile Road and east of Novi Road (Section 14). Dick's House of Sport is proposing a partial renovation to the 242,550 square foot former Sears location. The demolition of the former Sears auto center and modification to the northwest corner of the building to create a 2-story window viewing area of the inside climbing wall are proposed or underway.

Dick's House of Sport plans to occupy the majority of the lower level of the former Sears building, with some space removed for a shared loading dock, and vestibules carved out for upper-level tenant access. It is anticipated that other tenants will occupy the upper level. Overall façade changes to include new exterior entries along the west (main 2-story entry) and north (secondary 1-story entry with access to the track/field) facades of the building.

An outdoor activity space with a turf field and running track, enclosed by a 40-foot fence and accessed from inside the store, will be constructed in the exterior area of the demolished auto center. The outdoor activity space will provide versatile use for product testing, open play, rental use, and specialty events. In the winter months the outdoor space will have ice rink capability. A chiller is proposed on the northeast side of the track and field to convert the outside space into an ice rink in the winter. A Zamboni is proposed to be stored inside the track/field area for the ice rink and stored off-site when there is no ice rink.

<u>City Council's review of Site Plan and Special Land Uses in the RC District</u>
On parcels four acres or larger in the RC, Regional Center Zoning District, the ordinance indicates that site plans shall be approved by the City Council following review and recommendation of the Planning Commission. Open Air Business Uses (Section 4.80.2) are considered a Special Land Use when developed in a planned relationship to shopping centers in the RC District. <u>Recreation space providing a children's amusement park and other similar recreation is permitted when part of a planned development</u>, provided that:

A. The use shall be located at the exterior of the building mass in the designated interior side or rear yard and shall meet all setback requirements of the district. *The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business.*

B. Such uses shall be fenced on all sides with a four-foot six-inch (4 ft. 6 in.) chain link type fence. *The track and field space is adjacent to the building and proposed to be fenced on three sides with a 40-foot black polyester powder coated galvanized steel "Twinbar" fence system.*

C. A noise impact statement is required subject to the standards of Section 5.14.10.B. *The applicant's noise impact statement indicates a noise assessment study performed at an existing field location with the typical activities supported demonstrates compliance with the ordinance requirements.*

It was the Planning Commission and Planning Department's <u>recommendation that the proposed outside sport court meets the intent of the Open-Air Business section of the Zoning Ordinance as noted above.</u>

<u>Planning Commission Action</u>
On April 23, 2025, the Planning Commission held a public hearing and made a recommendation to City Council to approve the Special Land Use Permit and revised Preliminary Site Plan. The minutes from the meeting are included in this packet.

RECOMMENDED ACTION: Approval of the request of V3 Companies of Michigan, Ltd. for JSP24-31 Dick's House of Sport for Special Land Use and Preliminary Site Plan approval based on and subject to the following items, **1 through 4**:

1) Approval of the Special Land Use Request is granted, based on the following. Relative to other feasible uses of the site:

   a) The proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/ deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service. *(The proposed use is an accessory use to the adjacent existing building with an existing shared parking lot);*

   b) The proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area. *(There are no additional impacts on capabilities of public services);*

   c) The proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats. *(There are no wetlands or watercourses found on the site);*

   d) The proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood. *(The parcel is adjacent to other RC Regional Center properties and is approximately 925 feet from the nearest residential property);*

e) The proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use. *(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);*

f) The proposed use will promote the use of land in a socially and economically desirable manner. *(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);*

g) The proposed use is listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance. It is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

2) Approval of the Preliminary Site Plan and the Planning Commission's interpretation that the use as an outdoor sports court is consistent with Section 4.80.2 of the ordinance, as follows:

a) Open Air Businesses: Open air business uses are permitted as a special land use when developed in planned relationship to shopping centers in the RC, TC, and TC-1 districts as follows:

1. In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that:

A. The use shall be located at the exterior of the building mass in the designated interior side or rear yard and shall meet all setback requirements of the district. *(The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business).*

B. Such uses shall be fenced on all sides with a four-foot six-inch (4 ft. 6 in.) chain link type fence. *(The track and field space are adjacent to the building and proposed to be fenced on three sides with a 40-foot black powder coated galvanized steel "twin bar" fence system).*

C. A noise impact statement is required subject to the standards of Section 5.14.10.B. *(The applicant's noise impact statement indicates a noise assessment study performed at an existing field location with the typical activities supported demonstrates compliance with the ordinance requirements).*

3) Subject to the Zoning Board of Appeals granting a variance from Section 5.7.3.F.ii of the Zoning Ordinance for the <u>overage of Color Correlated Temperature (CCT) permitted</u> for permanent lighting installations in nonresidential districts (5700K proposed as standard for athletic field use, no greater than 3000K permitted).

4) The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

MAPS

Location

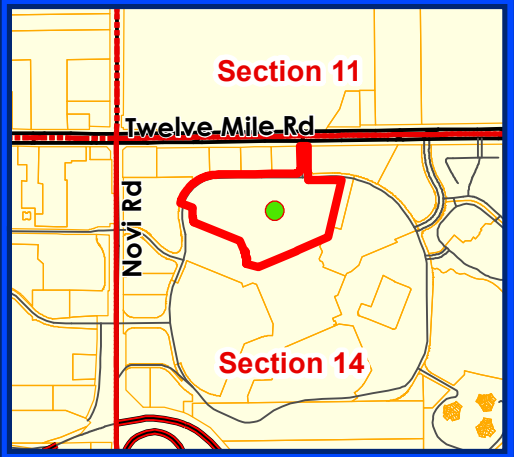
Zoning

Future Land Use

Natural Features

JSP 24-31 DICK'S SPORTING GOODS - HOUSE OF SPORT

LOCATION



LEGEND

Subject Property

City of Novi
Community Development Department
City Hall / Civic Center
45175 Ten Mile Road, Novi, MI 48375
cityofnovi.org

Map Author: Diana Shanahan
Date: 3/3/25
Project: DICK'S SPORTING GOODS
Version #: 1

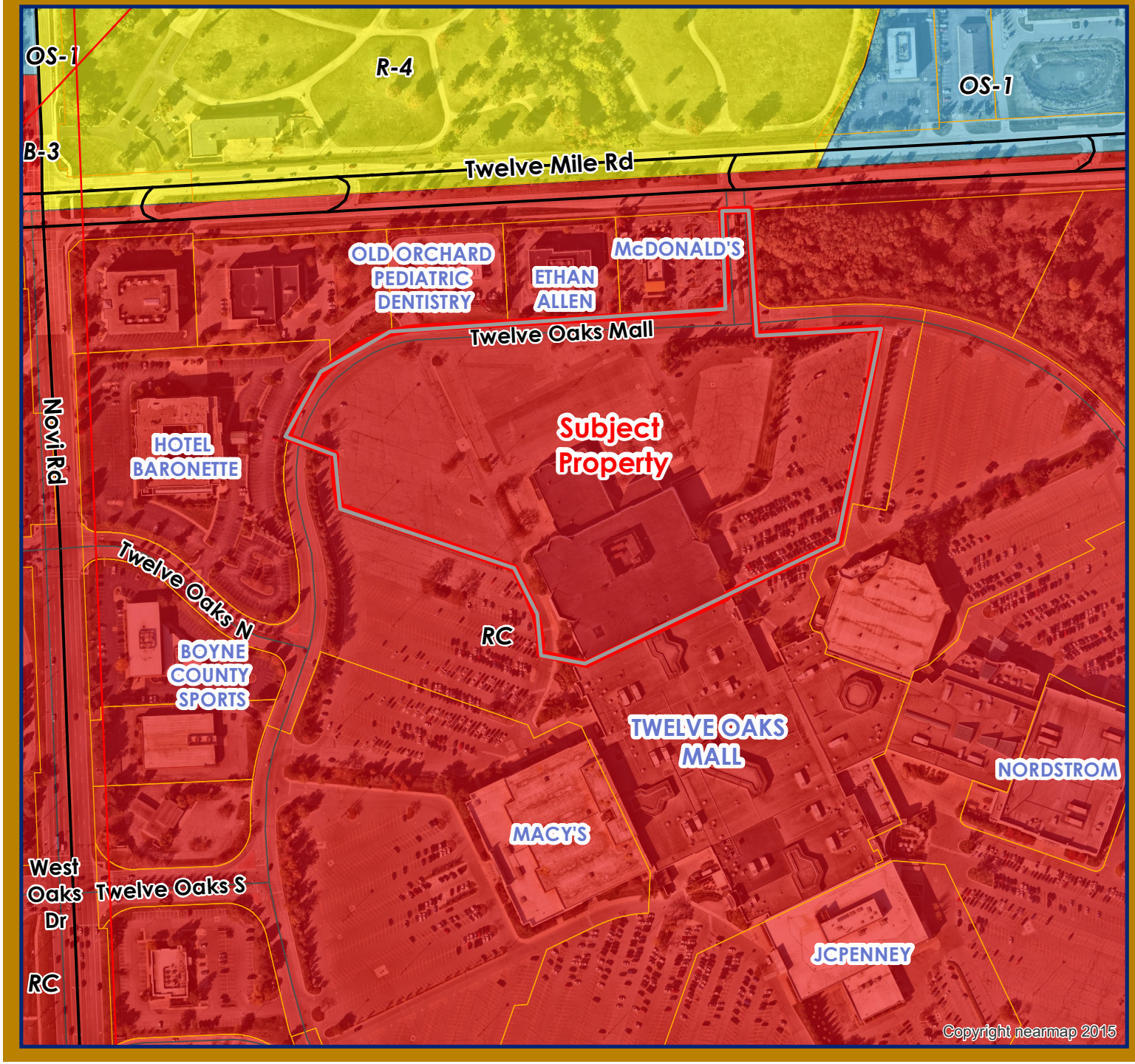
Feet
0 62.5 125 250 375
1 inch = 333 feet

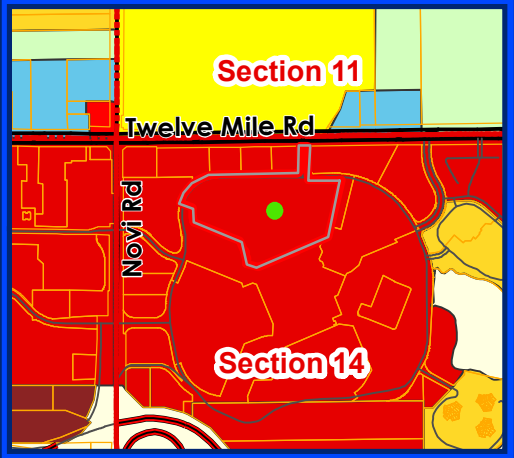
MAP INTERPRETATION NOTICE

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

JSP 24-31 DICK'S SPORTING GOODS - HOUSE OF SPORT

ZONING MAP





LEGEND

- R-A: Residential Acreage
- R-4: One-Family Residential District
- RM-1: Low-Density Multiple Family
- B-3: General Business District
- C: Conference District
- OS-1: Office Service District
- RC: Regional Center District
- Subject Property

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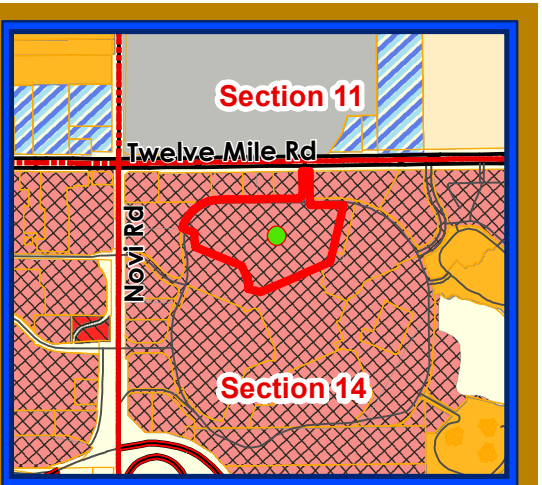
JSP 24-31 DICK'S SPORTING GOODS - HOUSE OF SPORT

FUTURE LAND USE MAP



LEGEND

- Multiple-Family Residential
- Community Office
- Office, Research, Development and Technology
- Regional Commercial
- Town Center Gateway
- Educational Facility
- Cemetery
- Subject Property

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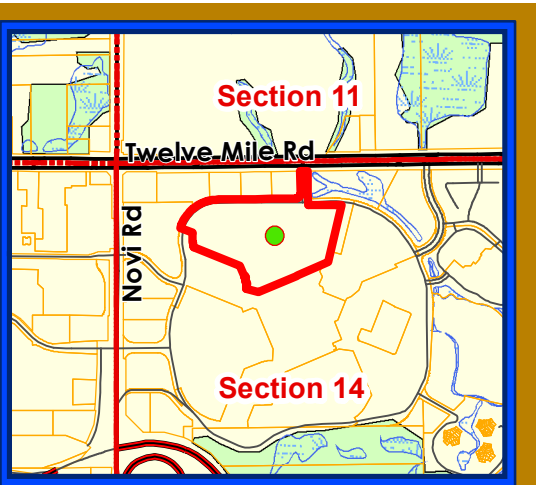
JSP 24-31 DICK'S SPORTING GOODS - HOUSE OF SPORT

NATURAL FEATURES MAP



LEGEND

- WETLANDS
- WOODLANDS
- Subject Property

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SITE PLAN

PID 50-22-14-100-042
CITY PROJ #: JSP24-31

PRELIMINARY ENGINEERING PLANS

FOR

DICK'S SPORTING GOODS

27600 NOVI ROAD
NOVI, MICHIGAN

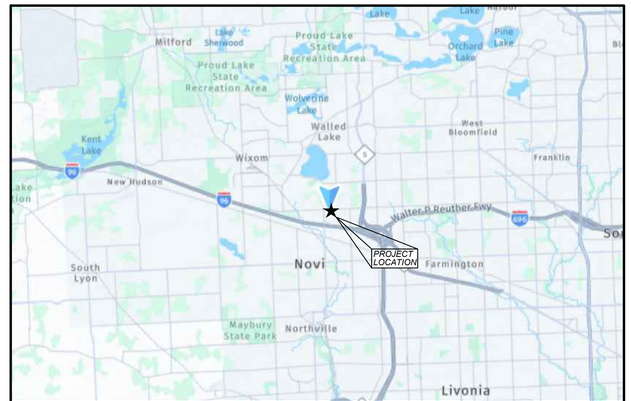
PROJECT TEAM

OWNER/DEVELOPER

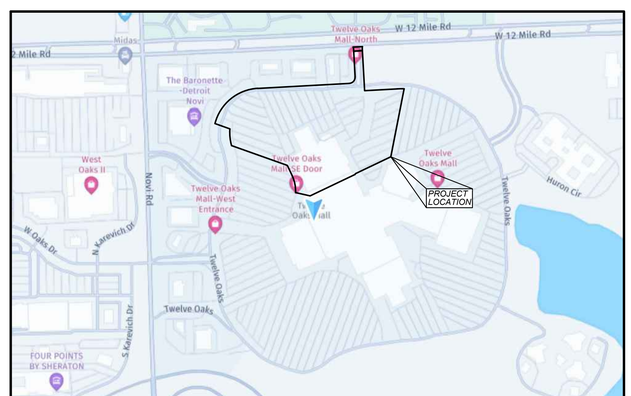
Dick's Sporting Goods
345 Court Street
Coraoplolis, PA 15108
312 402 2133
Contact: Brian Bacik

ENGINEER

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Principal: Ted Feenstra. P.E.
tfeenstra@v3co.com
Project Manager: Ryan Wagner. P.E.
rwagner@v3co.com
Design Engineer: Mary Rokicki
mrokicki@v3co.com



VICINITY MAP
NO SCALE



LOCATION MAP
NO SCALE

ZONED RC: REGIONAL CENTER
BORDERED BY R-3: ONE-FAMILY RESIDENTIAL AND RC: REGIONAL CENTER

INDEX

CIVIL ENGINEERING PLANS

C0.0	TITLE SHEET
C1.0	PRELIMINARY DEMOLITION PLAN
C2.0	PRELIMINARY OVERALL SITE PLAN
C2.1	PRELIMINARY LAYOUT AND PAVING PLAN
C3.0	PRELIMINARY GRADING PLAN
C3.1	PRELIMINARY EROSION CONTROL & LANDSCAPE PLAN
C4.0	PRELIMINARY UTILITY PLAN

SUPPORTING DOCUMENTS

2 Sheets	ALTA/NSPS LAND TITLE SURVEY
	LOCATION MAP
	IMPERVIOUS EXHIBITS

BENCHMARKS

VERTICAL RELIEF WITH THE SOURCE OF INFORMATION:
VERTICAL DATUM NAVD88
BENCH MARKS:
BM #1
ATOP NE BOLT OF "GREEN AREA 21" LIGHT POLE BASE
ELEVATION: 911.01

BM #2
FOUND CUT X ON E. SIDE OF LIGHT POLE BASE FOUNDATION SOUTH END OF CURB ISLAND BETWEEN ACCESS RD. AND 12 MILE RD.
ELEVATION: 911.80

BM #3
ATOP NE BOLT OF GOLD AREA 31 LIGHT POLE BASE
ELEVATION: 929.08

Please allow for 3 full working days before you dig - call the MISS DIG System at 811 or 800-482-7171.

PROFESSIONAL ENGINEER'S CERTIFICATION

I, TED FEENSTRA, A LICENSED PROFESSIONAL ENGINEER OF MICHIGAN, HEREBY CERTIFY THAT THE CIVIL ENGINEERING PLANS WERE PREPARED ON BEHALF OF DICK'S SPORTING GOODS BY V3 COMPANIES, LTD. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS _____DAY OF_____, A.D., 2025.

MICHIGAN LICENSED PROFESSIONAL ENGINEER
MY LICENSE EXPIRES ON SEPTEMBER 20, 2025
LICENSE NO. 6201060609

REVISIONS

NO.	DATE	DESCRIPTION
1	2-13-24	PRELIMINARY RESUBMITTAL PER COMMENTS

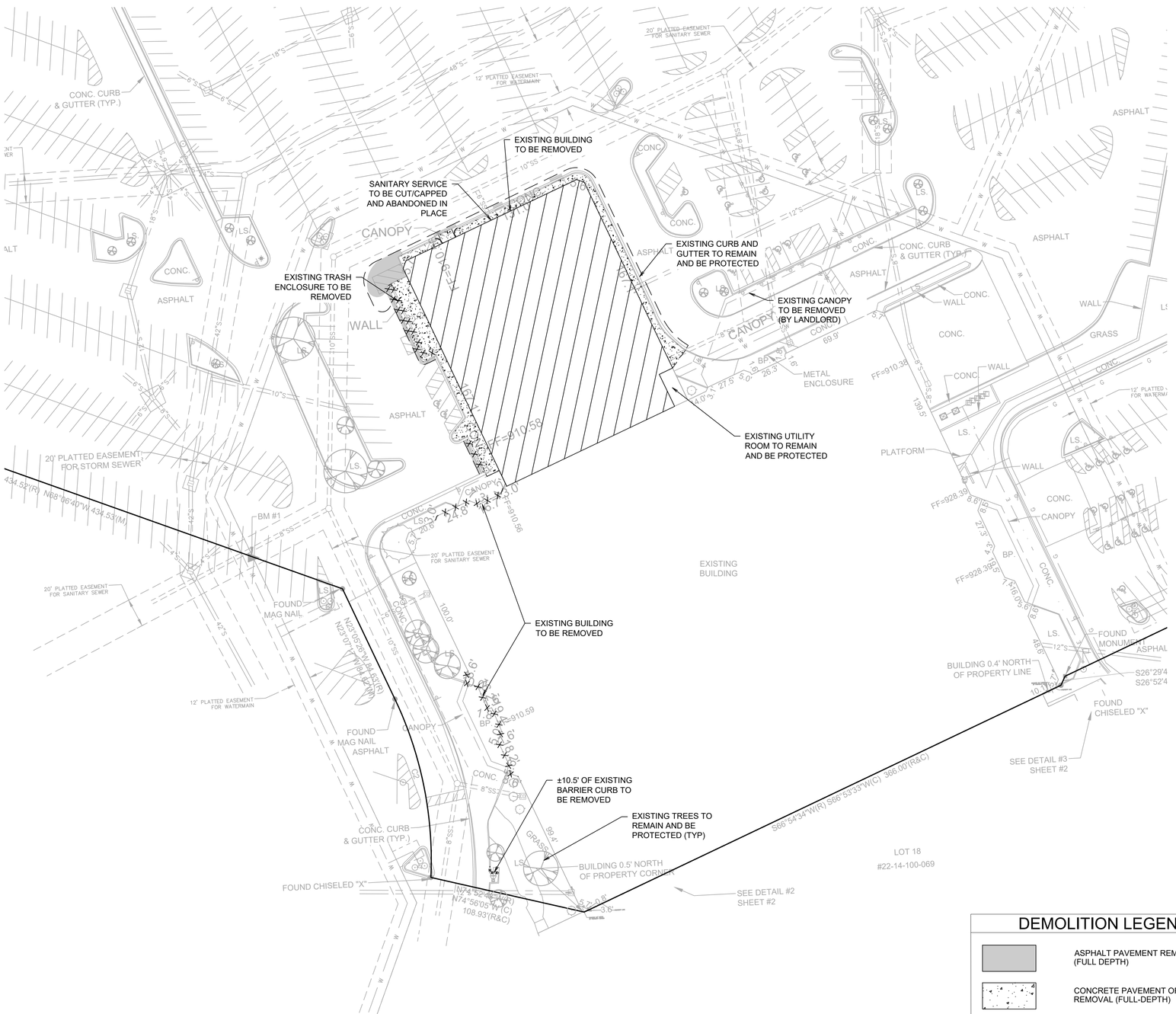
ORIGINAL ISSUE DATE: OIDATE

PROJECT NO.: 230787
PROJECT MANAGER: RNW
DESIGNED BY: MR
DRAWN BY: DB

TITLE SHEET
DICK'S SPORTING GOODS
27500 NOVI ROAD
NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C0.0



NOTES:

1. THE EXTENT OF DEMOLITION WORK IS AS GENERALLY SHOWN ON THE CONSTRUCTION DOCUMENTS. SPECIFIC DEMOLITION PROCESSES OR PROCEDURES FOR DEMOLITION AND STRUCTURAL CONSIDERATIONS ARE THE RESPONSIBILITY OF OTHERS. DEMOLITION INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND DISPOSAL OFFSITE OF THE FOLLOWING ITEMS:
   - SIDEWALK AND ON-SITE PAVEMENT
   - BUILDINGS, FOUNDATIONS, AND SUPPORTING WALLS AND SLABS
   - UTILITIES
   - CONSTRUCTION DEBRIS
2. ALL PAVEMENT TO BE REMOVED ADJACENT TO PAVEMENT THAT IS TO REMAIN SHALL BE SAWCUT FULL DEPTH AT THE EDGES PRIOR TO REMOVAL TO OBTAIN A "CLEAN" JOINT WHERE IT ABUTS NEW CURB OR PAVEMENT.
3. CONTRACTOR MUST RECEIVE APPROVAL FROM CIVIL ENGINEER AND GEOTECHNICAL ENGINEER FOR THE MATERIAL TYPE AND USE IF CONTRACTOR DESIRES TO REUSE DEMOLISHED SITE PAVEMENT AS STRUCTURAL FILL.
4. STRUCTURES TO BE DEMOLISHED SHALL BE VACATED AND DISCONTINUED FROM USE PRIOR TO START OF WORK. OWNER ASSUMES NO RESPONSIBILITY FOR ACTUAL CONDITION OF STRUCTURES TO BE DEMOLISHED. CONDITIONS EXISTING AT TIME OF INSPECTION FOR BIDDING PURPOSES WILL BE MAINTAINED BY OWNER IN SO FAR AS PRACTICABLE. HOWEVER, VARIATIONS WITHIN THE STRUCTURES MAY OCCUR BY OWNER'S REMOVAL AND SALVAGE OPERATIONS PRIOR TO START OF DEMOLITION WORK.
5. ITEMS OF SALVAGEABLE VALUE TO CONTRACTOR MAY BE REMOVED AS WORK PROGRESSES AND AS APPROVED BY THE OWNER. SALVAGED ITEMS MUST BE TRANSPORTED FROM THE SITE AS THEY ARE REMOVED. STORAGE OR SALE OF REMOVED ITEMS ON SITE WILL NOT BE PERMITTED.
6. CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF BUILDINGS, PAVEMENTS AND UTILITIES TO REMAIN FROM ANY DAMAGE AND SHALL BE RESPONSIBLE FOR REPAIRING THE SAME.
8. EXISTING UTILITIES, WHICH DO NOT SOLEY SERVICE STRUCTURES BEING DEMOLISHED, ARE TO BE KEPT IN SERVICE AND PROTECTED AGAINST DAMAGE DURING DEMOLITION OPERATIONS. CONTRACTOR SHALL ARRANGE FOR SHUT-OFF OF UTILITIES SERVING STRUCTURES TO BE DEMOLISHED. CONTRACTOR IS RESPONSIBLE FOR TURNING OFF, DISCONNECTING, AND SEALING INDICATED UTILITIES BEFORE STARTING DEMOLITION OPERATIONS.
9. EXISTING UTILITIES TO BE ABANDONED ARE TO BE CAPPED AT BOTH ENDS AND FILLED WITH FA-1 OR APPROVED EQUAL. ALL UNDERGROUND UTILITIES TO BE REMOVED ARE TO HAVE THEIR TRENCHES BACKFILLED WITH ENGINEERED FILL OR SELECT EXCAVATED MATERIAL, AS APPROVED BY THE GEOTECHNICAL ENGINEER, TO 95% OF MODIFIED PROCTOR DENSITY.
10. ALL PRIVATE UTILITIES (ELECTRIC, CABLE, TELEPHONE, FIBER OPTIC, GAS) SHALL BE REMOVED AND RELOCATED PER THE UTILITY OWNER AND THE LOCAL MUNICIPALITY'S REQUIREMENTS.
11. CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UNDERGROUND AND OVERHEAD UTILITIES DURING CONSTRUCTION. UTILITY PROTECTION SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY OWNER AND THE GOVERNING MUNICIPALITY. DAMAGED CABLES/CONDUITS SHALL BE REPLACED IMMEDIATELY. ALL EXISTING STRUCTURES TO REMAIN SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION PROCESS. ALL DAMAGED STRUCTURES SHALL BE REPLACED IN-KIND AND THEIR REPLACEMENT COST SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
12. REMOVAL, ABANDOMENT, AND RELOCATION OF EXISTING UTILITIES SHALL BE COMPLETED AS GENERALLY DEPICTED ON THESE PLANS. CONTRACTOR TO COORDINATE RELOCATIONS WITH THE UTILITY OWNER. CONTRACTOR SHALL MINIMIZE DISRUPTION OF SERVICE AND SHALL WORK WITH UTILITY OWNER TO MAINTAIN AN ACCEPTABLE LEVEL OF SERVICE.
13. USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO MINIMIZE DUST AND DIRT FROM RISING AND SCATTERING IN THE AIR. COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
14. DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
15. COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM DEMOLITION TO THE FINAL LINES AND GRADES SHOWN ON THE CONTRACT DOCUMENTS. BACKFILL MATERIAL SHALL BE IDOT APPROVED AGGREGATE (CA-6) OR APPROVED EQUAL.
16. SEE LANDSCAPE PLANS FOR INFORMATION ON LANDSCAPE AND TREE PROTECTION, PRESERVATION, AND REMOVAL.
17. EXISTING MONITORING WELLS ARE TO BE REMOVED AS NECESSARY AND SEALED BY STATE LICENSED WELL DRILLER PER ILLINOIS DEPARTMENT OF PUBLIC HEALTH REQUIREMENTS AND/OR LOCAL/COUNTY REQUIREMENTS.
18. THESE DRAWINGS DO NOT INCLUDE THE REMOVAL OF UNDERGROUND STORAGE TANKS. SHOULD UNDERGROUND STORAGE TANKS BE ENCOUNTERED, CONTRACTOR TO CONTACT OWNER AND ENGINEER TO DETERMINE RESPONSIBILITY FOR ANY ENVIRONMENTAL REMEDIATION OR REMOVAL WORK AS NECESSARY. ANY REMOVAL OF UNDERGROUND STORAGE TANKS MUST BE IN CONFORMANCE WITH LOCAL AND STATE STANDARDS.

DEMOLITION LEGEND

	ASPHALT PAVEMENT REMOVAL (FULL DEPTH)
	CONCRETE PAVEMENT OR SIDEWALK REMOVAL (FULL-DEPTH)
	BUILDING AND FOUNDATION TO BE REMOVED (BY OTHERS)
– X· X· X–	CONC. CURB/GUTTER OR UTILITY LINE TO BE REMOVED
X	STRUCTURE/TREE TO BE REMOVED
– – – – –	SAWCUT LINE

GRAPHIC SCALE

40 20 0 40

1" = 40'

REVISIONS			
NO.	DATE	DESCRIPTION	

ORIGINAL ISSUE DATE: OIDATE

NO.	DATE	DESCRIPTION

PROJECT NO.: 230787
PROJECT MANAGER: RNW
DESIGNED BY: MR
DRAWN BY: DB

PRELIMINARY DEMOLITION PLAN

DICK'S SPORTING GOODS

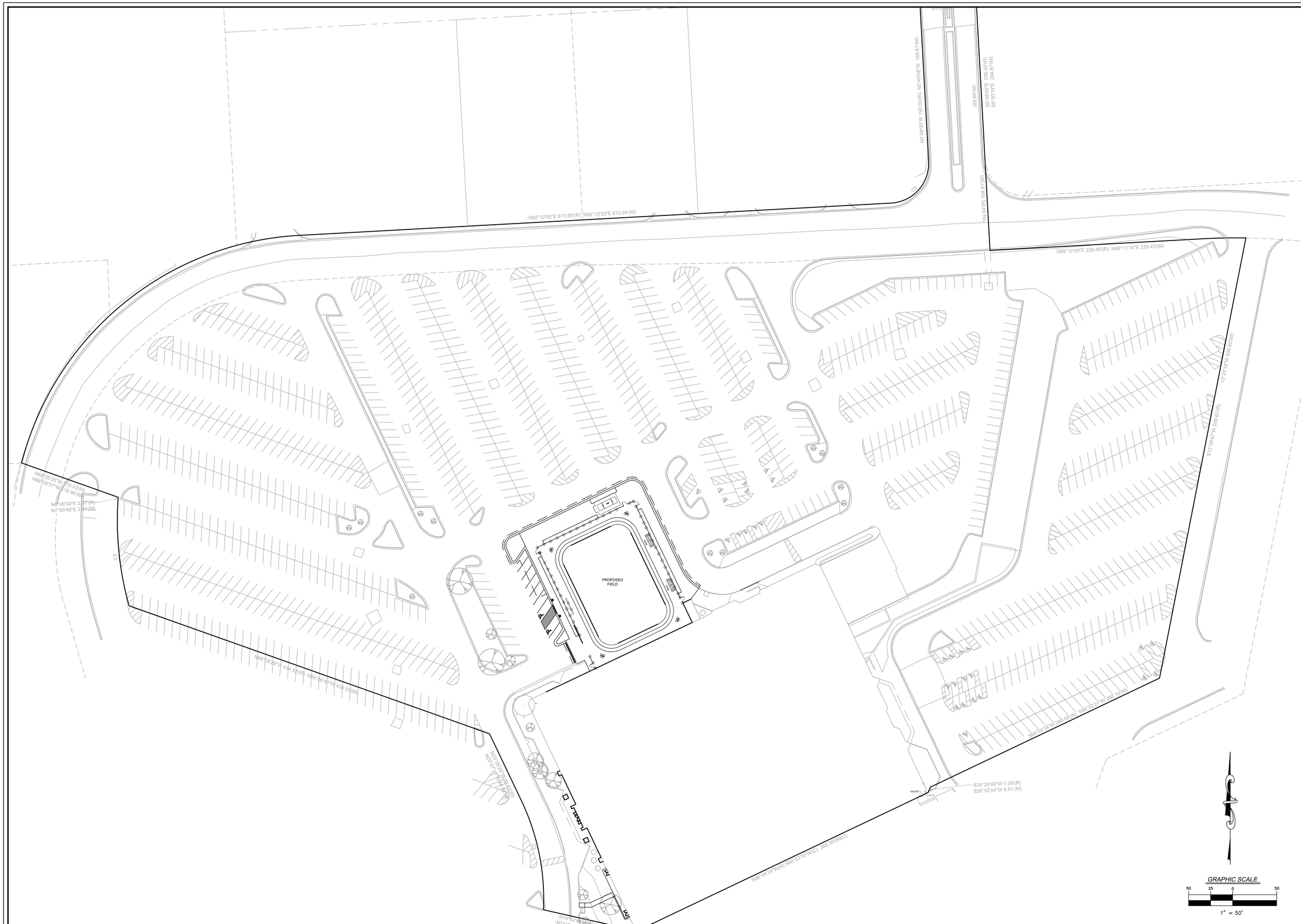
27500 NOVI ROAD

NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.

C1.0



REVISIONS

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: OIDATE

NO.	DATE	DESCRIPTION

PROJECT NO.: 230787
PROJECT MANAGER: RNW
DESIGNED BY: MR
DRAWN BY: DB

PRELIMINARY OVERALL SITE PLAN

DICK'S SPORTING GOODS

27500 NOVI ROAD

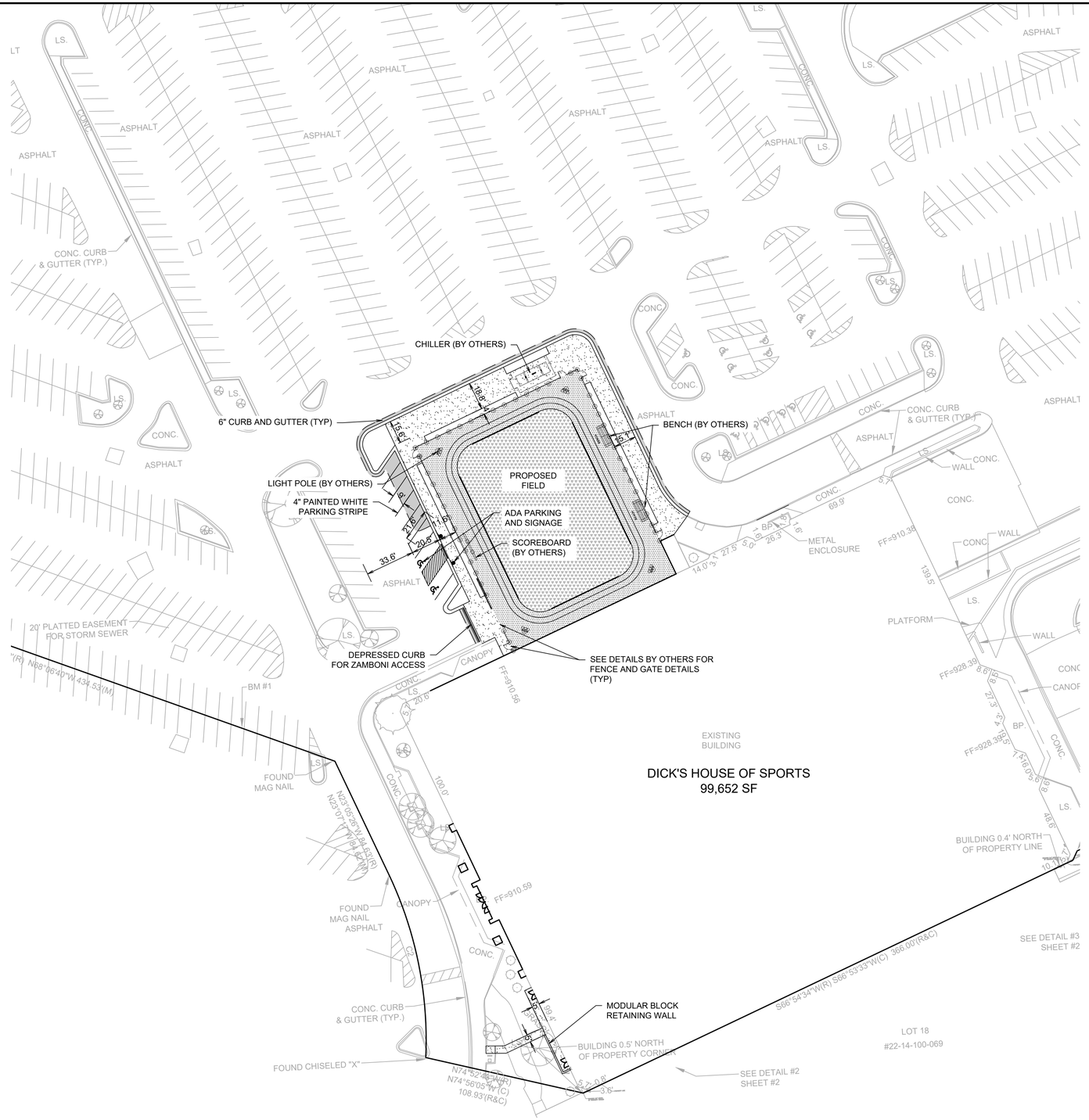
NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.

C2.0

N:\2023\230787\Drawings\ACAD\LD\S03\Sheet Drawings\C2.0 Site230787.dwg 2/13/2025



NOTES:

1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED WHITE UNLESS OTHERWISE NOTED.
3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.

PAVING LEGEND

ASPHALT PAVEMENT
1,276 sf (PRIVATE)

5E1, 1.5" 165#/SY WEARING COURSE
HMA 3C, 2.5" 275#/SY LEVELING COURSE
8" 21AA COMPACTED AGGREGATE BASE

CONCRETE SIDEWALK
5,995 sf (PRIVATE)

4" THICK CONCRETE MDOT GRADE P1 (MIN. 4,000 PSI)
4" 21AA COMPACTED LIMESTONE AGGREGATE
(OR APPROVED EQUAL)

SYNTHETIC TURF SURFACE
10,211 sf (PRIVATE)

BY OTHERS

TRACK SURFACE
8,451 sf (PRIVATE)

BY OTHERS

GRAPHIC SCALE
40 20 0 40
1" = 40'

REVISIONS

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 0/DATE

NO.	DATE	DESCRIPTION

PROJECT NO.: 230787
PROJECT MANAGER: RNW
DESIGNED BY: MR
DRAWN BY: DB

PRELIMINARY LAYOUT AND PAVING PLAN
DICK'S SPORTING GOODS
27500 NOVI ROAD
NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C2.1

NOTES:

1. ALL PAVEMENT SPOT GRADE ELEVATIONS AND RIM ELEVATIONS WITHIN OR ALONG CURB AND GUTTER REFER TO EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
3. PROVIDE 1.50% CROSS SLOPE AND 4.00% MAXIMUM LONGITUDINAL SLOPE ON ALL SIDEWALKS AND PEDESTRIAN PATHS UNLESS OTHERWISE INDICATED.

GRAPHIC SCALE

40 20 0 40

1" = 40'

REVISIONS		
NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: OIDATE

NO.	DATE	DESCRIPTION

PROJECT NO. 230787

PROJECT MANAGER: RNW

DESIGNED BY: MR

DRAWN BY: DB

PRELIMINARY GRADING PLAN

DICK'S SPORTING GOODS

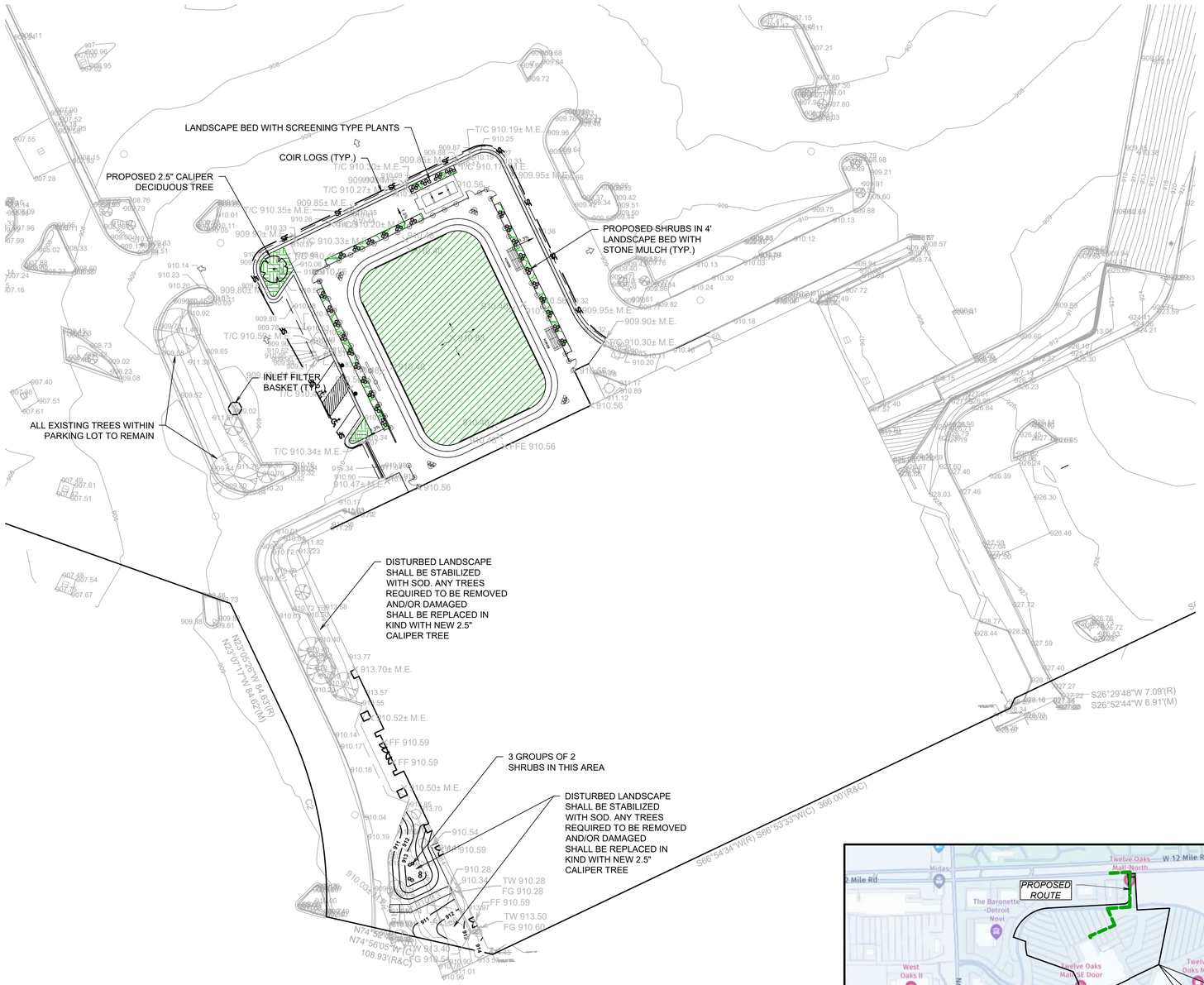
27500 NOVI ROAD

NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

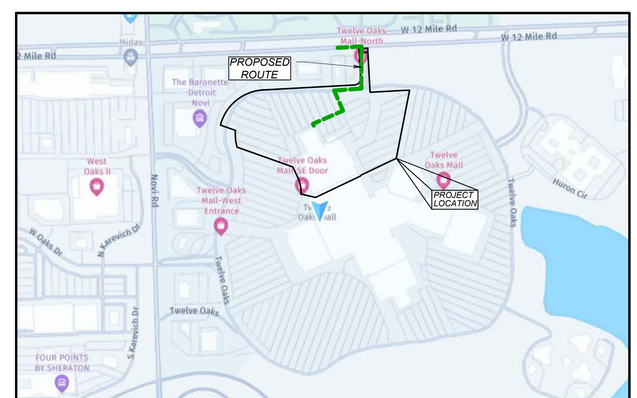
DRAWING NO.

C3.0



EROSION CONTROL PLAN:

1. CONTRACTOR TO INSTALL SILT FENCE PRIOR TO COMMENCEMENT OF ANY EARTHWORK. CONTRACTOR TO MAINTAIN SILT FENCE AS SHOWN AND INSTALL ADDITIONAL SILT FENCE WHEREVER NECESSARY THROUGHOUT CONSTRUCTION ACTIVITIES TO MINIMIZE SOIL EROSION.
2. CONTRACTOR TO INSTALL INLET PROTECTION ON ALL OPEN LID STRUCTURES. SEE INLET PROTECTION DETAIL ON SHEET C5.0.



CONSTRUCTION ACCESS ROUTE

NO SCALE

LEGEND

- PROPOSED DECIDUOUS TREES
- EXISTING DECIDUOUS TREES
- EXISTING EVERGREEN TREES
- PROPOSED DECIDUOUS SHRUB
- INLET FILTER BASKET
- SF — COIR LOGS (ROLLED EROSION CONTROL)
- SOD
- TURF
- ROCK MULCH

GRAPHIC SCALE

40 20 0 40

1" = 40'

REVISIONS			
NO.	DATE	DESCRIPTION	

ORIGINAL ISSUE DATE: OIDATE

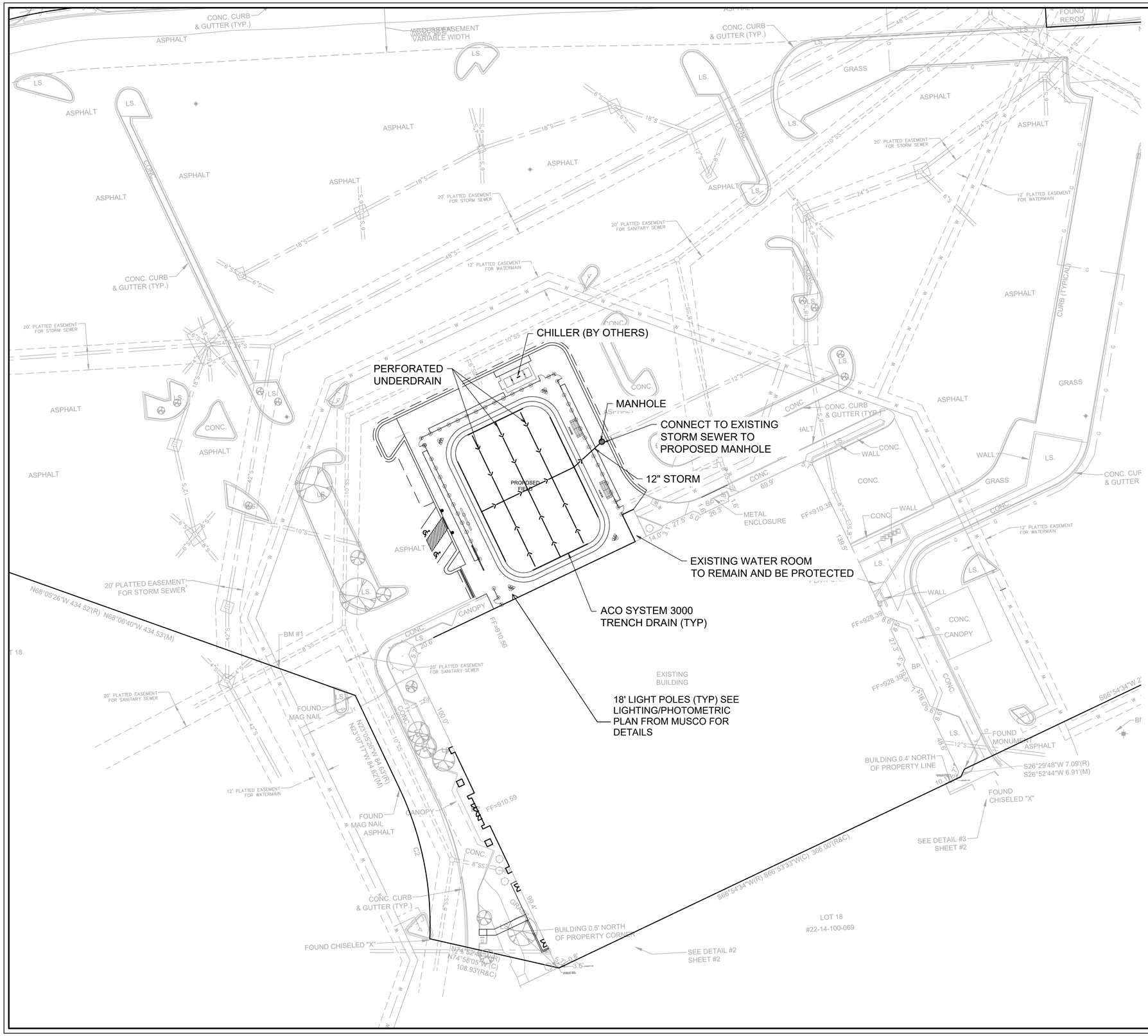
NO.	DATE	DESCRIPTION

PROJECT NO.: 230787
PROJECT MANAGER: RNW
DESIGNED BY: MR
DRAWN BY: DB

PRELIMINARY EROSION CONTROL-LANDSCAPE PLAN
DICK'S SPORTING GOODS
27500 NOVI ROAD
NOVI MICHIGAN

7325 James Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.
C3.1



NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY WORK. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.

GRAPHIC SCALE

40 20 0 40

1" = 40'

REVISIONS

NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: OIDATE

NO.	DATE	DESCRIPTION

PROJECT NO. 230787

PROJECT MANAGER: RNW

DESIGNED BY: MR

DRAWN BY: DB

PRELIMINARY UTILITY PLAN

DICK'S SPORTING GOODS

27500 NOVI ROAD

NOVI MICHIGAN

7325 Janes Avenue
Woodridge, IL 60517
630.724.9200 phone
www.v3co.com

DRAWING NO.

C4.0

DICK'S
HOUSE OF SPORT

DICK'S
HOUSE OF SPORT

PLANNING REVIEW

PLAN REVIEW CENTER REPORT

Planning Review

Dick's Sporting Goods
JSP24-31
March 14, 2025

PETITIONER:

V3 Companies of Michigan, Ltd. | Ted Feenstra

REVIEW TYPE:

Revised Preliminary Site Plan and Special Land Use

PROPERTY CHARACTERISTICS

Section	14	
Site Location	27600 Novi Road 50-22-14-100-042	
Site School District	Novi Community School District	
Site Zoning	RC – Regional Commercial	
Adjoining Zoning	North	RC: Regional Commercial
	East	RC: Regional Commercial
	West	RC: Regional Commercial
	South	RC: Regional Commercial
Current Site Use	Twelve Oaks Mall	
Adjoining Uses	North	Dental Office, Retail, Fast Food Restaurant
	East	Retail
	West	Retail
	South	Retail
Site Size	17.79 Acres (Twelve Oaks Mall)	
Plan Date	12/20/24 (received)	

PROJECT SUMMARY

The applicant is proposing a partial renovation to the 242,550 square foot former Sears location at Twelve Oaks Mall. The demolition of the Sears auto center and modification to the northwest corner of the building to create a 2-story open area was previously submitted under JSP24-26 Transformco Store #1760.

Dick's House of Sport plans to occupy the majority of the lower level of the former Sears building, with some space removed for a shared loading dock, and vestibules carved out for upper-level tenant access. Future TBD tenants will occupy the upper level. Overall façade changes to include new exterior entries along the west (main 2-story entry) and north (secondary 1-story entry with access to the track/field) facades of the building.

An outdoor activity space with a turf field and running track, enclosed by a 40' fence and accessed from inside the store, will be constructed in the exterior area of the demolished auto center. The outdoor activity space will provide versatile use for product testing, open play, rental use, and specialty events. In the winter months the outdoor space will have ice rink capability. A chiller is proposed on the northeast side of the track and field to convert the outside space into an ice rink in the winter. A Zamboni is proposed to be stored inside the track/field area for the ice rink and stored off-site when there is no ice rink.

The outdoor activity space in the RC Regional Commercial District will require Special Land Use approval by City Council following review and recommendation by the Planning Commission.

RECOMMENDATION

All reviewers are **recommending approval** of the Revised Preliminary Site Plan and Special Land Use.

ORDINANCE REQUIREMENTS

This project was reviewed for conformance with the Zoning Ordinance with respect to Article 3 (Zoning Districts), Article 4 (Use Standards), Article 5 (Site Standards), and any other applicable provisions of the Zoning Ordinance**.** The plans show general compliance with ordinance requirements. **Please address the following in a response letter prior to the Planning Commission meeting.**

1. Off-Street Parking Requirements (Section 5.2.12.C): The required number of parking spaces for a shopping center is 1 space for each 250 square feet of gross leasable area (GLA) for developments under 400,000 square feet. Please provide the total number of parking spaces on parcel to verify parking requirements.

2. Parking Space Layout Minimum Requirements (Section 5.3.2): The layout of off-street parking must meet minimum requirements. Please provide dimensions and square footage for the end island on the west side of the track and field enclosure in next submittal. Refer to Engineering and Traffic reviews for comments.

3. Lighting and Photometric Plan (Section 5.7): Additional information is required for these items for the Twelve Oaks Novi site as data was provided for a Pittsburgh, PA site. A variance will be required for Color Correlated Temperature (CCT) greater than 3000K unless it is modified to meet ordinance requirements. Please provide photometric plan in full size set in final site plan submittal. Refer to Planning Review Chart for comments.

4. Screening (Section 3.26 RC District Required Conditions): All business, servicing or processing, except off street parking, loading and those open-air uses permitted and regulated in Section 3.1.24.C, shall be conducted within completely enclosed buildings. Please indicate whether the Zamboni can be housed within a building. If it must be parked inside the track/field enclosure during the ice rink season, please provide proper screening, such as landscaping, wall, or opaque fencing of the Zamboni parking area.

5. Noise Specifications (Section 5.14.10.A): Site proposals must comply with the standards of the noise ordinance for receiving districts adjacent to the subject parcel as measured at property lines. (Nighttime decibel limit = 70 dBA, daytime decibel limit = 75 dBA). Noise specifications were provided at track/field perimeter. Please indicate noise levels at property line.

4. Site Amenities: Please provide details for benches and scoreboard on track/field area in next submittal.

5. Planning Chart: The Planning Review Chart provides additional comments and requests clarification for certain items. Please address these items in addition to the comments provided in this letter.

SPECIAL LAND USE CONSIDERATIONS

When the site plan proposes a principal use permitted subject to special conditions, or any other special land use or planned development requiring a public hearing in accordance with the requirements of Section 6.2, the Planning Commission (or City Council when designated as the reviewing body) shall also consider the following factors in exercising its discretion over site plan approval:

1. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/ deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service.

2. Whether, relative to other feasible uses of the site, the proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area.
3. Whether, relative to other feasible uses of the site, the proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats.
4. Whether, relative to other feasible uses of the site, the proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood.
5. Whether, relative to other feasible uses of the site, the proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use.
6. Whether, relative to other feasible uses of the site, the proposed use will promote the use of land in a socially and economically desirable manner.
7. Whether, relative to other feasible uses of the site, the proposed use is:
    a. Listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance, and
    b. Is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.

The approving bodies will need to make a determination that the outdoor activity space is comparable to the open-air business as described in the Ordinance.

Open Air Businesses (Section 4.80.2): Open air business uses are permitted as a special land use when developed in planned relationship to shopping centers in the RC, TC and TC-1 districts as follows:

2. In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that:
    A. The use shall be located at the exterior of the building mass in the designated interior side or rear yard and shall meet all setback requirements of the district. **The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business.**
    B. Such uses shall be fenced on all sides with a four foot six inch (4 ft. 6 in.) chain link type fence. **The track and field space is adjacent to the building and proposed to be fenced on three sides with a 40' black polyester powder coated galvanized steel "Twinbar" fence system.**
    C. A noise impact statement is required subject to the standards of Section 5.14.10.B. **Please provide a noise impact statement for this site pertaining to the outdoor track and field area. Noise levels should be measured at property lines.**

The applicant should address the above considerations in their response letter prior to the Planning Commission hearing.

OTHER REVIEWS

- Façade Review: **Approval recommended.** See Façade Review letter for details.
- Landscape Review: **Approval recommended with items to be addressed on the Final Site Plan**. See attached Landscape Review letter for details.

NEXT STEP: PLANNING COMMISSION MEETING

The Special Land Use and Preliminary Site Plan will need review by the Planning Commission for their recommendation to the City Council.

1. Site Plan submittal in PDF format (maximum of 10MB) **NO CHANGES MADE**
2. A response letter addressing ALL the comments from ALL review letters, including Special Land Use considerations, and a request for waivers/variances as you see fit.
3. A color rendering of the Site Plan (to be used for Planning Commission and City Council presentations).
4. Façade sample board (with physical samples of materials/colors).

CHAPTER 26.5

Chapter 26.5 of the City of Novi Code of Ordinances generally requires all projects to be completed within two years of the issuance of any starting permit. Please contact Sarah Marchioni at 248-347-0430 for additional information on starting permits. The applicant should review and be aware of the requirements of Chapter 26.5 before starting construction.

If you have any questions concerning the above review or the process in general, please do not hesitate to contact me at (248) 347-0483 or dshanahan@cityofnovi.org.

Sincerely,

Diana Shanahan

Diana Shanahan – Planner

PLANNING REVIEW CHART: RC Regional Center District

Review Date: March 14, 2025
Review Type: Revised Preliminary Site Plan
Project Name: **JSP24-31 Dick's Sporting Goods – House of Sport** (27600 Novi Road)
Plan Date: 12/20/24
Prepared By: Diana Shanahan dshanahan@cityofnovi.org (248) 347-0483

Items in **Bold** need to be addressed prior to the approval of the Preliminary Site Plan.

Item	Required Code	Proposed	Meets Code	Comments
Zoning and Use Requirements				
Master Plan *(Adopted July 26, 2017)*	RC: Regional Commercial	Sporting goods store	Yes	
Zoning *(Effective Jan. 8, 2015)*	RC: Regional Center	No change proposed	Yes	
Uses Permitted *(Sec 3.1.24.B & C)*	B: Regional Shopping Center C: Open Air Business	Retail store and fenced outdoor track/field area	Yes	
Special Land Use *(Section 6.1.2.C and Section 4.80.2)*				
Open Air Businesses *(Section 4.80.2)* Open air business uses are permitted as a special land use when developed in planned relationship to shopping centers in the RC, TC and TC-1 districts as follows:	In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that: A. The use shall be located at the exterior of the building mass in the designated interior side or rear yard and shall meet all setback requirements of the district. B. Such uses shall be fenced on all sides with a 4 ft. 6 in. chain link type fence. C. A noise impact statement is required subject to the standards of Section 5.14.10.B.	An outdoor activity space is proposed with a turf field and running track, enclosed by a 40' fence, to be accessed from inside the store Rendering fenced area provided with building elevation Noise Impact Statement provided	TBD	**Special Land Use approval requires 15-day public hearing**
Height, Bulk, Density, and Area Limitations				
Building Height *(Sec. 3.1.24.D)*	45 ft or 3 stories, whichever is less	No change proposed to existing building height	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Open Space *(Sec 3.27.1.F)*	A minimum of 15% of the gross site area shall be devoted to permanently landscaped open spaces and pedestrian areas.	No change proposed	Yes	Part of the larger plan for Twelve Oaks Mall
Frontage on a Public Street *(Sec. 5.12)*	Frontage on a public street is required	Access from Novi Road and Twelve Mile Road	Yes	Existing condition
Access to Major Thoroughfare *(Sec. 5.13)*	Direct access to major thoroughfare required unless noted in Section 5.13	Access to Novi Road and Twelve Mile Road	Yes	Existing condition
Building Setbacks *(Section 3.1.24.D)*				
Front (west)	Minimum 100 ft.	No change proposed	Yes	
Rear (east)	Minimum 100 ft.	No change proposed	Yes	
Side (north)	Minimum 100 ft.	No change proposed	Yes	
Parking Setback *(Section 3.1.24.D)*				
Front (west)	Minimum 20 ft.	No change proposed	Yes	
Rear (east)	Minimum 20 ft.	No change proposed	Yes	
Side (north)	Minimum 20 ft.	No change proposed	Yes	
Notes To District Standards *(Sec 3.6.2)*				
Exterior Side Yard Abutting a Street *(Section 3.6.2.C)*	All exterior side yards abutting a street shall have a setback equal to the front yard setback requirement of the district in which located.	No change proposed	Yes	
Minimum Lot Area *(Section 3.6.2.D)*	Minimum lot area and width, and maximum percent of lot coverage shall be determined on the basis of off-street parking, loading, greenbelt screening, yard setback or usable open space requirements.	No change proposed	Yes	
Off-Street Parking in Front Yard *(Section 3.6.2.E)*	Off-street parking shall be permitted in the front yard, except that said parking shall observe the minimum off-street parking setback requirements in Section 3.1, Section 5.5.3, and with respect to TC district, Section 3.27.1.D	No change proposed	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Parking Setback Screening *(Section 3.6.2.P)*	Required parking setback area shall be landscaped per sec 5.5.3.	No change proposed	Yes	
Modification of Setback Requirements *(Section 3.6.2.Q)*	Refer to Sec 3.6.2 for more details	No change proposed	N/A	
RC District Required Conditions *(Section 3.26)*				
Business Establishments *(Section 3.26.1)*	All business establishments permitted in the district shall be retail or service establishments dealing directly with consumers. All goods produced on the premises shall be sold at retail on the premises where produced.	Existing building and parking lot to remain	Yes	
Enclosed Buildings *(Section 3.26.2)*	All business, servicing, or processing, except off-street parking, loading and those open air uses permitted and regulated in Section 3.1.24.C, shall be conducted within completely enclosed buildings.	Proposed outdoor track and field with ice rink in the winter. A Zamboni for the ice rink is proposed to be stored inside the track/field area for the ice rink season and off-site when there is no ice rink.	TBD	**Special Land Use approval is required for outdoor track and field space.** **Please indicate whether the Zamboni can be housed within a building. If it must be parked inside the track/ field enclosure during the ice rink season, please provide proper screening, such as landscaping, wall, or opaque fencing of the Zamboni parking area.**
City Council Review (Sec. 3.26.3)	Site plans shall be prepared in accordance with the requirements of Section 6.1 of this Ordinance and, prior to issuance of a building permit, shall be subject to approval by the City Council following review and recommendation by the Planning Commission.			Subject to City Council approval upon Planning Commission's recommendation
Parking and Loading Requirements				
Off-Street Parking Requirements *(Sec. 5.2.12.C)*	Shopping Centers: 1 for each 250 square feet gross leasable area (GLA) for developments under 400,000 square feet (4 spaces per 1,000 square feet GLA)	GLA = 99,652 sq ft (lower level of building) Five new parking spaces proposed in former trash enclosure space	Yes	Staff believes that replacing commercial uses with new commercial uses would not adversely affect parking calculations. **Please provide the total number of parking spaces on parcel. Approximately**

Item	Required Code	Proposed	Meets Code	Comments
				400 parking spaces are required for the GLA.
Parking Space Dimensions and Maneuvering Lanes *(Sec. 5.3.2)*	90° Parking: - 9' x 19' parking spaces - 24' two-way drives - 18' one-way drives 70° Parking: - 9' x 18' parking spaces - 24' two-way drives - 18' one-way drives	Five new 9' x 21.6' parking spaces with 33.6' drive aisle proposed in former trash enclosure space	Yes	The space adjacent to the trash enclosure previously had 2 barrier free parking spaces and one regular space. These spaces will remain, resulting in a total of 2 barrier free spaces and 6 regular parking spaces. Refer to Engineering and Traffic reviews for further comments.
End Islands *(Sec. 5.3.12)*	- End islands with landscaping and raised curbs are required at the end of all parking bays that abut traffic circulation aisles. - End islands shall generally be at least 10' wide, have an outside radius of 15' and be constructed 3' shorter than the adjacent parking stall as illustrated in the Zoning Ordinance.	Endcap parking island proposed at the northwest corner of track and field area		**Dimension end island and show island sq ft (min 200 sq ft). End island should be 3' shorter than adjacent parking stall.** **Landscaping for end islands should be addressed according to the Landscape review letter.**
Barrier Free Spaces *Barrier Free Code (2012 Michigan Building Code)*	- For up to 400 total parking spaces, 8 barrier free spaces are required. For 401-500 spaces, 9 barrier free spaces are required. - Every 6 or fraction of six accessible parking spaces, at least one shall be van-accessible	No new accessible parking spaces proposed	Yes	14 total accessible parking spaces exist on the east and west sides of new field/track enclosure
Barrier Free Space Dimensions *Barrier Free Code (2012 Michigan Building Code)*	- 8' wide with an 8' wide access aisle for van accessible spaces (preferred) – or – - 11' wide with a 5' wide access aisle for van accessible spaces - 8' wide with a 5' wide access aisle for regular accessible spaces	No new accessible parking spaces proposed Restriping proposed for one access aisle for one existing ADA space on west side of track/field	TBD	**Both angled accessible spaces on the west side of the track/field should have striped access aisles on the passenger side of the parking space. Add dimension for access aisles.**

Item	Required Code	Proposed	Meets Code	Comments
Barrier Free Signs *Barrier Free Code*	One sign for each accessible parking space.	New ADA parking signs proposed for two existing ADA spaces.	Yes	The signage formerly on the auto center building will be removed when building is demolished.
Bicycle Parking Space Requirement *(Sec. 5.16.1)*	Retail: 5% of required automobile spaces, minimum two (2) spaces.	No bike spaces proposed	N/A	Applicant may wish to provide bike parking spaces and recommendations of the Active Mobility Plan.
Bicycle Parking General Requirements *(Sec. 5.16)*	- No farther than 120' from entrance being served - When 4 or more spaces are required for a building with multiple entrances, the spaces shall be provided in multiple locations - Spaces to be paved - Bike rack shall be inverted "U" design at least 3' in height - Shall be accessible from adjacent street(s) and pathway(s) via a paved route with a minimum width of 6'	No bike parking proposed	N/A	
Bicycle Parking Lot Layout *(Section 5.16.5.A)*	- Maneuvering lane width: 4' - Parking space depth: 32" - Parking space width: 7' - One tier width: 11' - Two tier width: 18'	No bike parking proposed	N/A	
Loading Spaces *(Section 5.4.2)*	- Loading, unloading space shall be provided in the rear yard at a ratio of 10 sq. ft. for each front foot of building - Except in the case of a double frontage lot, loading-unloading, as well as trash receptacles may be located in an interior side yard beyond the minimum side yard setback requirement of the district; location subject to City approval.	Existing common loading space on east side of building to remain	Yes	
Sidewalk Requirements				
Sidewalks *(Section 7.4.2 of the Engineering Design*	Minimum 5' sidewalk required	No change proposed	Yes	**Applicant should consider whether additional pedestrian access is**

Item	Required Code	Proposed	Meets Code	Comments
Manual)				**warranted, given the recommendations of the Active Mobility Plan**
Pedestrian Connectivity	- Whether the traffic circulation features within the site and parking areas are designed to assure safety and convenience of both vehicular and pedestrian traffic both within the site and in relation to access streets - Building exits must be connected to sidewalk system or parking lot.	No change proposed	Yes	
Building Code and Other Design Standard Requirements				
Design and Construction Standards Manual	Land description, Sidwell number (metes and bounds for acreage parcel, lot number(s), Liber, and page for subdivisions).		Yes	**Please correct address in title block to 27600 Novi Road (currently shown as 27500 Novi Road)**
General Layout and Dimension of Proposed Physical Improvements	Location of all existing and proposed buildings, proposed building heights, building layouts, (floor area in sq. ft.), location of proposed parking and parking layout, streets, and drives, and indicate sq. ft. of pavement area (indicate public or private).		No	**Please ensure all entrances to track/field area match on site plan sheets and floor plan sheets, including Zamboni entrance, on next submittal**
Economic Impact	- Total cost of proposed building and site improvements - Number of anticipated jobs created (during construction and after building is occupied)			**Provide details in response letter**
Other Permits and Approvals				
Development/ Business Sign	Signage if proposed requires a permit.	Signage proposed on building	N/A	**For permit information contact Ordinance at (248) 735-5678.**
Lighting and Photometric Plan (Section 5.7)				
Intent *(Section 5.7.1)*	Establish appropriate minimum levels, prevent unnecessary glare, reduce spillover onto adjacent properties & reduce	Track and field lighting example provided on 'Field Information'	TBD	**Please provide photometric plan specific to this site in full size plan set in final site plan submittal**

Item	Required Code	Proposed	Meets Code	Comments
	unnecessary transmission of light into the night sky	attachment for Pittsburgh, PA		
Lighting Plan *(Section 5.7.2.A.i)*	A lighting plan showing location of all existing & proposed buildings, landscaping, streets, drives, parking areas & exterior lighting fixtures.	Four new light poles shown in track and field area. Elevations indicate accent lights to be placed on brick piers (item 14 in legend) and security lights above man doors (item not noted in legend). No parking lot lighting changes proposed.	TBD	**Please provide photometric plan in full size plan set in final site plan submittal**
Lighting Standards *(Section 5.7.2A.ii)* Specifications for all proposed & existing lighting fixtures:	Photometric data	Shown on Pittsburgh, PA example	TBD	
	Fixture height	40' high track/field light fixtures Security lighting mounted at 9' Accent lighting height mounted at approximately 18'	Yes	**Sheet C4.0 indicates 18' light poles, lighting specifications and response letter indicate 40', please update to match correct height**
	Mounting and design	Pole, wall pack, and downlights	Yes	
	Glare control devices	Not indicated	TBD	**Please indicate if there will be glare control devices**
	Type and color rendition of lamps	All lights are indicated to be LED	Yes	
	Hours of operation	Track and field hours will mirror store hours: Monday-Saturday 9:00AM-9:00PM Sunday 10:00AM-7:00PM	Yes	
	Photometric plan illustrating all light sources that impact the subject site, including spill-over information from neighboring properties	Not provided	TBD	**Please provide this detail**
Building Lighting *(Section 5.7.2.A.iii)*	Relevant building elevation drawings showing all fixtures, the portions of the	Elevations show accent lights on brick	TBD	**Please provide this detail**

Item	Required Code	Proposed	Meets Code	Comments
	walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures.	piers and security lights over man doors. Illumination levels not provided.		
Maximum Height *(Section 5.7.3.A)*	- Height not to exceed maximum height of zoning district (or 25 ft where adjacent to residential districts or uses) - Maximum building height in RC district = 45'	40' pole track/field light fixtures	Yes	
Standard Notes *(Section 5.7.3.B)*	Electrical service to light fixtures shall be placed underground	Not indicated	TBD	
Standard Notes *(Section 5.7.3.C)*	No flashing light permitted	No flashing light proposed	Yes	
Outdoor Lighting: Average Light Levels *(Section 5.7.3.E)*	Average light level of the surface being lit to the lowest light of the surface being lit not exceed 4:1 foot-candles	Not indicated	TBD	**Please indicate in next submittal**
Color Spectrum Management *(Section 5.7.3.F)*	Non-Res and Multifamily: For all permanent lighting installations - minimum Color Rendering Index (CRI) of 70 and Correlated Color Temperature (CCT) of no greater than 3000 Kelvin	Track/field lighting: CRI = 75 typ, 70 min CCT = 5700K Security lighting: CRI = not indicated CCT = 6350K Building lighting: CRI >80 CCT – not indicated, fixture has selectable option of 3000K/4000K/5000K	No	**A variance will be required for Color Correlated Temperature greater than 3000K unless modified to meet ordinance requirements. Please provide a response to this issue in the response letter before this project is presented to the Planning Commission.**
Indoor Lighting *(Section 5.7.3.H)*	Shall not be the source of exterior glare or spillover.	Not indicated	TBD	**Please indicate in next submittal**
Security Lighting *(Section 5.7.3.I)* Lighting for security purposes shall be directed only onto the area to be secured.	- All fixtures shall be located, shielded, and aimed so that light is not cast toward adjacent properties or streets or unnecessarily transmitted into the night sky. - Fixtures mounted on the building and designed to illuminate the facade are preferred.	Type R3 security lights will be provided above man doors around DSG's exterior.	Yes	

Item	Required Code	Proposed	Meets Code	Comments
Parking Lot Lighting *(Section 5.7.3.J)*	Shall be designed to provide the minimum illumination necessary to ensure adequate vision and comfort in parking areas. Full cut-off fixtures shall be used to prevent glare.	No changes are proposed for parking lot lighting	Yes	
Minimum Illumination Levels – All Exterior Lighting (foot-candles) *(Sec. 5.7.3.L)*	- Maximum lighting will be governed by the 4:1 ratio of average to minimum illumination of the surface being lit - Where a site abuts nonresidential, maximum illumination at the property line shall not exceed 1 footcandle	Not indicated	TBD	**Please address this issue on the next submittal**
Accessory Uses *(Section 4.19)*				
Dumpster *(Section 4.19.2.F)*	- Located in rear yard or interior side yard in case of double frontage - Attached to the building or no closer than 10 ft from building if not attached - Not to be located in parking setback - If no setback, then not any closer than 10 ft, from property line. - As far away from barrier free spaces as possible	Existing trash enclosure on west side of auto center to be removed. DSG will have the right to use the existing trash compactor located in the truck bay on the northeast corner of the building.	Yes	
Dumpster Enclosure *(Section 21-145. (c))*	- Screen from public view - Screening shall consist of a wall or fence 1 ft higher than height of refuse bin, and no less than 5 ft on three sides - Posts or bumpers provided within the enclosure to protect refuse bin from damage - Inside dimensions shall permit adequate access as well as completely enclose bins - Screening materials: masonry, wood or evergreen shrubbery	Existing trash enclosure on west side of auto center to be removed. DSG will have the right to use the existing trash compactor located in the truck bay on the northeast corner of the building.	Yes	
Roof Top Equipment and Wall Mounted	- All roof top equipment to be screened from view.	None proposed	N/A	

Item	Required Code	Proposed	Meets Code	Comments
Utility Equipment (*Section 4.19.2.E.i)*	- All wall mounted utility equipment shall be enclosed and integrated into the design and color of the building, subject to safety and access requirements.			
Roof Top Appurtenances Screening (*Section 4.19.2.E.ii)*	Roof top appurtenances shall be screened in accordance with applicable facade regulations, and shall not be visible from any street, road, or adjacent property	None proposed	N/A	
Noise Specifications *(Section 5.14.10.A)*	Site proposals must comply with the standards of the noise ordinance. Receiving districts adjacent to subject parcel = RC Regional Center District Night time decibel limit = 70 Day time decibel limit = 75	Noise specifications provided at field perimeter for various programming activities at Ross Park Mall in Pittsburg, PA (example site) range from 55-68 dBA at the field perimeter for open field events, kids summer camp, fitness clinics and classes, and field rentals. Noise specifications for special events range from 55-78 dBA at the field perimeter.	TBD	**Noise levels should be measured at property lines. Please provide a response to this issue in the response letter before this project is presented to the Planning Commission.**

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. Please refer to those sections in Article 3, 4, and 5 of the Zoning Ordinance for further details
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

NOISE IMPACT ASSESSMENT

DICK'S SPORTING GOODS

HOUSE OF SPORT

Environmental Noise Assessment

October 7, 2024

Final Version

Prepared by:

AUXIA DESIGN

Programming

OPEN FIELD

Activity:
- Guest free play with DSG equipment
- Families and small groups engaging in short sessions of light play. Intense, competitive events between adults are not common.

Guests: 0 – 15 (Typical)

Music: Background music from the installed sound system controlled by the store.

Noise Level:	At field perimeter	200' beyond fence
Typical	55 - 60 dBA	51 - 56 dBA
Occasional	64 dBA	60 dBA

Noise Category:		
	Mild / Moderate	(90%)
	Elevated	(10%)

FITNESS CLINICS & CLASSES

Activity:
- 30 to 60-minute instructor-led fitness class
- Yoga
- General Fitness / Aerobics

Guests: 6 – 12

Music: Instructors may use a small portable sound system for music and instruction, controlled by the instructor.

Noise Level:	At field perimeter	200' beyond fence
	58 – 65* dBA	54 – 65* dBA

Noise Category:		
	Mild / Moderate	(70%)
	Elevated	(30%)

*Estimated Typical Maximum

SPECIAL EVENTS

Activity:
- Vendor exhibitions
- Community events
- Athlete / team events
- Large groups of guests

Guests: 15-25 young children

Music: Background music from the installed sound system controlled by the store.

Noise Level:	At field perimeter	200' beyond fence
	55 – 78 dBA	51 – 74 dBA

Noise Category:		
	Moderate	(60%)
	Elevated	(30%)
	High	(10%)

KIDS SUMMER CAMP

Activity:
- Instructor led programming
- Free play

Guests: 15-25 young children

Music: Background music from the installed sound system controlled by the store.

Noise Level:	At field perimeter	200' beyond fence
	63 dBA	59 dBA

Noise Category: Elevated

FIELD RENTALS

Activity:
- Birthday Parties, Corporate Events
- 60-120 minutes of structured programming and free play

Guests: 10 - 20

Music: Background music from the installed sound system controlled by the store.

Noise Level:	At field perimeter	200' beyond fence
	65 – 68 dBA	61 – 64 dBA

Noise Category: Elevated

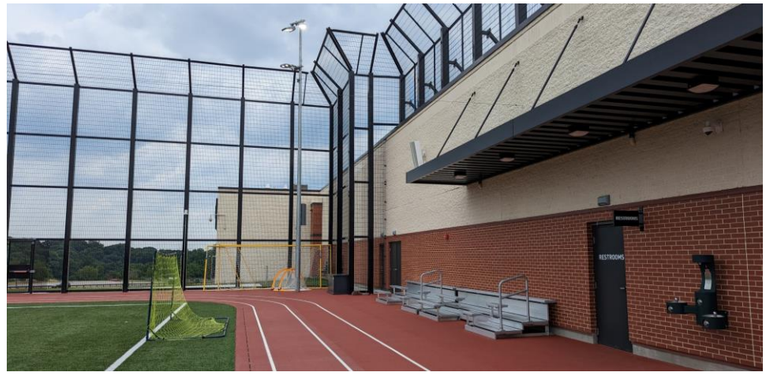
Notes:
1. Noise Levels based on maximum noise levels measured at Dick's House of Sport in Pittsburgh, PA
2. See Technical Supplement for measurement details
3. A-Weighted Decibels (dBA): This single number rating represents the overall loudness of a given sound level. The rating involves a weighting factor that accounts for variations in perceived loudness experienced by the human auditory system. This is the most common metric used to assess environmental noise considerations. Higher values are associated with increased noise levels.

House of Sport Noise Analysis

A noise study has been completed to catalog typical noise levels generated by the Dick's House of Sport field at Ross Park Mall in Pittsburgh, PA.

General Observations

- The field is primarily used for light free play. Noise levels are typically generated by occupant voices, not sports equipment. The soundscape is akin to a playground.
- The most common activity during free play is small groups playing light soccer, catch, or yard games like cornhole and giant connect 4. Full and extended games of soccer or football are rare.
- The fields have an installed sound system consisting of two wall mounted loudspeakers. This system broadcasts the in-store background music. Staff and managers can turn the volume of this system up or down. At maximum volume levels, this system is loud enough to draw complaints from nearby residences.
- Classes and other events often use a small portable sound system for a microphone and workout music. While these systems are small, many can generate high noise levels, which could draw complaints. The loudness of these portable sound systems is left to the discretion of the instructor.



Applying Measured Sound Levels:

Extrapolating Noise Levels:

The measured noise levels at the field can be extrapolated to predict the noise levels at adjacent property lines. For a typical site, where the field is located next to a mall and adjacent to a flat parking lot, the **sound levels at the field perimeter** listed on page 4 can typically be extrapolated as follows:

- 200' from field fence | subtract 4 dBA
- 400' from field fence | subtract 8 dBA
- 800' from field fence | subtract 12 dBA

These rules of thumb are not valid at sites affected by:

Reflections From Tall Structure

Site Topography

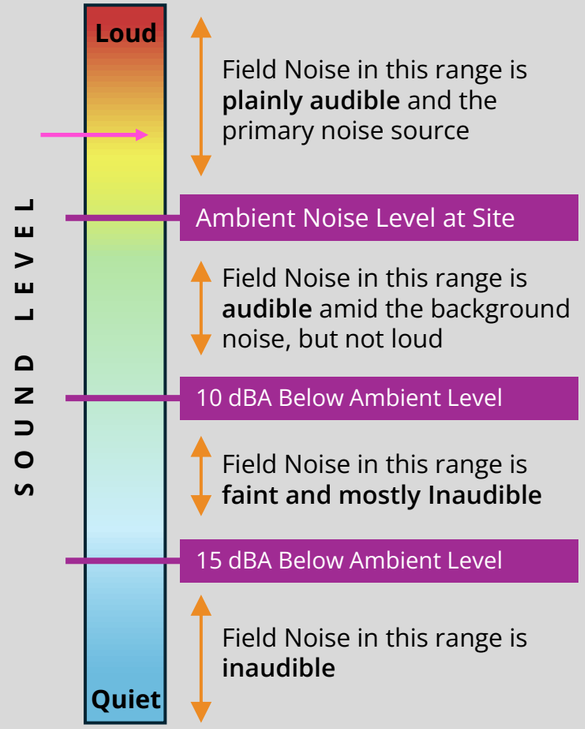
Foliage

Unusual Atmospheric Conditions

Where these site conditions are present or atypical, more complex calculations and assessment methods are needed.

Audibility:

To determine whether the predicted noise levels are audible and/or objectionable, they must be compared to the ambient noise levels at the site which will vary throughout the day. Extended onsite noise monitoring is needed to benchmark these sound levels at specific sites.



ENGINEERING REVIEW

PLAN REVIEW CENTER REPORT

01-21-2025

Engineering Review

Dick's Sporting Goods
JSP 24-0031

APPLICANT

V3 Companies of Michigan, Ltd

REVIEW TYPE

Preliminary Site Plan

PROPERTY CHARACTERISTICS

- Site Location: Northeast side of Twelve Oaks Mall
- Site Size: 0.64 acres
- Plan Date: 12-20-24
- Design Engineer: V3

PROJECT SUMMARY

- Construction of an approximately 23,748 square-foot field and associated parking. Site access would be provided via private roadways inside Twelve oaks Mall.
- No changes proposed to water main and sanitary sewer.
- Storm water would be managed by the existing Twelve Oaks Mall system.

RECOMMENDATION

Approval of the Preliminary Site Plan is recommended.

Comments:

The Preliminary Site Plan meets the general requirements of the design and construction standards as set forth in Chapter 11 of the City of Novi Code of Ordinances, the Storm Water Management Ordinance and the Engineering Design Manual with the following items to be addressed at the time of Final Site Plan submittal:

General

1. Provide at least two reference benchmarks at intervals no greater than 1,200 feet. At least one referenced benchmark must be a City-established benchmark, refer to City of Novi Survey Benchmarks Arch Map.
2. Provide a note on the plans that all work shall conform to the current City of Novi standards and specifications.

3. **Only at the time of the printed Stamping Set submittal,** provide the City's standard detail sheets for storm sewer (2 sheets) and paving (2 sheets). The most updated details can be found on the City's website under Engineering Standards and Construction Details.
4. Clearly distinguish between proposed improvements and existing features of the site on the plans.
5. Provide a construction materials table on the utility plan listing the quantity and material type for the storm sewer that being proposed.

Paving & Grading

6. Provide a construction materials table on the Paving Plan listing the quantity and material type for each pavement cross-section being proposed.
7. Verify the slopes along the ingress/egress routing to the building from the barrier-free stalls. All barrier-free stalls shall comply with Michigan Barrier-Free regulations.
8. Indicate whether the storm structure connected to the proposed perforated underdrain is an existing structure or a new one.
9. The end islands shall conform to the City standard island design, or variations of the standard design, while still conforming to the standards as outlined in Section 5-18 Figure 5.3.12 of the Zoning ordinance (See Figure 5.3.12, i.e. 2' minor radius, 15' major radius, minimum 10' wide, 3' shorter than adjacent 19' stall).
10. Indicate the dimensions of parking stalls on the plans. The dimensions of parking stalls abutting a curb or sidewalk are to the face of curb or walk. All other dimensions are to back of curb unless otherwise indicated. Length of parking stalls must be 18-foot or 16-foot with 2-foot overhang.
11. Label the dimensions of the drive aisle between the parking stalls on the plans.
12. Label the actual usable length of the proposed angled parking stalls. This is done by measuring between parallel lines representing the position at the front and rear of the car, without the rear of the car conflicting with the maneuvering aisle.

Soil Erosion and Sediment Control

13. Although no SESC permit is required due to the area of disturbance being less than one acre and the site being located more than 500 feet from the nearest waterbody, the following SESC comments must be addressed:
    1. Remove the unnecessary silt fence shown on the soil erosion plan.
    2. Plan shall show all existing and proposed on-site catch basins designated to collect stormwater from both proposed areas (field and landscaping areas) and dewatering facilities (i.e. structure details, rim elev., etc.)

3. Inlet filters shall be provided for all existing and proposed on-site catch basins designated to collect stormwater from both proposed areas (field and landscaping areas and shall be inspected and cleaned as needed.
4. Plan must address maintenance of both temporary and permanent soil erosion and sedimentation control measures.
5. Attach Oakland County standard detail sheet.
6. Provide a Silt Sack with overflow capability as the inlet protection, or equivalent, and include a detail on the plans.
7. Street sweeping and dust control shall be noted on plan as responsibility of contractor.

To the extent this review letter addresses items and requirements that require the approval of or a permit from an agency or entity other than the City, this review shall not be considered an indication or statement that such approvals or permits will be issued.

Please contact Milad Alesmail at (248) 735-5695 or email at malesmail@cityofnovi.org with any questions.

Milad Alesmail

Milad Alesmail,
Project Engineer

cc: Diana Shanahan, Community Development
Angela Sosnowski, Community Development
Stacey Choi, Planning Assistant
Humna Anjum, Engineering
Ben Nelson, Engineering
Ben Croy, City Engineer

LANDSCAPE REVIEW

PLAN REVIEW CENTER REPORT
February 27, 2025
Dick's Sporting Goods
Revised Preliminary Site Plan - Landscaping

Review Type	**Job #**
Revised Preliminary Site Plan Landscape Review	JSP24-0031

Property Characteristics
- Site Location: 27600 Novi Road
- Site Acreage: 17.79 ac.
- Site Zoning: R-C
- Adjacent Zoning: North, South, East, West: R-C
- Plan Date: No date provided – received 2/18/2025

Ordinance Considerations
This project was reviewed for conformance with Chapter 37: Woodland Protection, Zoning Article 5.5 Landscape Standards (Zoning Sec), the Landscape Design Manual (LDM) and any other applicable provisions of the Zoning Ordinance. Items in **bold** below must be addressed and incorporated as part of the revised Preliminary Site Plan submittal. Underlined items must be addressed on the Final Site Plans. Please follow guidelines of the Zoning Ordinance and Landscape Design Guidelines. This review is a summary and is not intended to substitute for any Ordinance.

RECOMMENDATION:
This project is **recommended for approval.** The items noted below and on the landscape chart can be addressed on the Final Site Plan.

No landscape waivers are required for this project but the landscape plan needs to be created by a professional landscape architect if a permanent structure of 400sf or greater is proposed for the Zamboni machine. In any case, it would be preferred if it was created by a landscape architect.

Ordinance Considerations

Existing Trees (Sec 37 Woodland Protection, Preliminary Site Plan checklist #17 and LDM 2.3 (2))
1. No existing trees are shown.
2. No wetlands or regulated trees are located in the project vicinity.
3. Please show tree symbols for all existing trees and add tree protection fence for them on the demolition plan.

Adjacent to Residential - Buffer (Zoning Sec. 5.5.3.B.ii and iii)
The project is not adjacent to residential property so this buffering is not required.

Adjacent to Public Rights-of-Way – Berm/Wall, Buffer and Street Trees (Zoning Sec. 5.5.3.B.ii, iii)
The project is not adjacent to any public right-of-way so this buffering is not required.

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)
1. A new island with a canopy tree has been added to the plans as requested.

2. **Please show the island's area in square feet. It must be at least 200sf.**
3. **Please indicate the groundcover for the island. It should be a living groundcover, not just mulch or rock.**

Building Foundation Landscaping (Zoning Sec 5.5.3.D)

1. A 4-foot-wide strip with shrubs has been added around the base of the fencing where possible, as requested.
2. **Please add screening to the ends of the chiller unit.**

Plant List (LDM 4, 10)

1. Please provide a plant list on the Final Site Plans.
2. No species on the Prohibited Species list (LDM Table 11.b(2)b) may be used.
3. At least 50% of the species used shall be native to Michigan.

Planting Notations and Details (LDM 10)

Please provide these notes on the Final Site Plans:

- All plant materials shall be northern nursery grown, No.1 grade, and be installed according to accepted planting procedures.
- Any species substitutions must be approved in writing by the City Landscape Architect prior to planting.
- Plantings should be installed between Mar 15 and Nov 15.

Storm Basin Landscape (Zoning Sec 5.5.3.E.iv and LDM 3)

No new above-ground landscaping is required or proposed so no storm basin landscaping is required.

Irrigation (LDM 10)

1. All plantings must be provided with sufficient water for establishment and long-term survival.
2. If an irrigation system will be used, a plan for it must be provided with Final Site Plans.
3. If alternative means of providing water to the plants for their establishment and long-term survival, information regarding that is also required with Final Site Plans.

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5621 or rmeader rmeader@cityofnovi.org.

Rick Meader – Landscape Architect

LANDSCAPE REVIEW SUMMARY CHART – Revised Preliminary Site Plan

Review Date: February 28, 2025
Project Name: JSP24-0031: Dick's Sporting Goods
Project Location: Twelve Oaks Mall – 27500 Novi Road
Plan Date: No date given – received 2/18/2025
Prepared by: Rick Meader, Landscape Architect E-mail: rmeader@cityofnovi.org; Phone: (248) 735-5621

Items in **Bold** need to be addressed by the applicant before approval of the Preliminary Site Plan. Underlined items need to be addressed on the Final Site Plan.

LANDSCAPE WAIVERS REQUIRED FOR THE PROPOSED PLAN:
- No waivers are required.

Item	Required	Proposed	Meets Code	Comments
Landscape Plan Requirements (Landscape Design Manual (LDM) and Zoning Ordinance (Zoning Sec)				
Landscape Plan *(Zoning Sec 5.5.2, LDM 2, 10)*	• New commercial or residential developments • Addition to existing building greater than 25% increase in overall footage or 400 SF whichever is less. • 1"=20' minimum with proper North. Variations from this scale can be approved by LA • Consistent with plans throughout set	1" = 40 ft	Yes	
Project Information *(LDM 10)*	Name and Address	On Title block	Yes	
Owner/Developer Contact Information *(LDM 10)*	Name, address and telephone number of the owner and developer or association	On Cover Sheet	Yes	Please add to the landscape plan.
Landscape Architect contact information *(LDM 10)*	Name, Address and telephone number of RLA/PLA/LLA who created the plan	No name given - the engineer appears to have created the landscape plan	No	1. While not required, it is strongly preferred that a professional landscape architect creates the landscape plan so all issues can be addressed efficiently. 2. **If a permanent structure of 400sf or greater is proposed to house the Zamboni machine,**

Item	Required	Proposed	Meets Code	Comments
				then a Landscape Architect is required to create the landscape plan.
Sealed by LA. *(LDM 10)*	Requires original signature	No	Yes	Whoever creates the landscape plan must provide their signature and seal.
Miss Dig Note (800) 482-7171 *(LDM 10)*	Show on all plan sheets	No	No	Please add the Miss Dig information to all site plan-related sheets
Zoning *(LDM 10)*	Include all adjacent zoning	• Parcel: RC • North, South, East and West: RC	No	Please show adjacent parcels' zoning on landscape plan or site plan
Survey information *(LDM 10)*	• Legal description or boundary line survey • Existing topography	Not included in the plan set	No	Please add the Alta Survey and topographic survey to the plan set.
Existing plant material Existing woodlands or wetlands *(LDM 10)*	• Show location type and size. Label to be saved or removed. • Plan shall state if none exists.	• Shown on Demolition Plan • Not identified • All existing landscaping remaining is shown as being preserved	Yes	1. Please show protective tree fencing around all existing plantings to remain. 2. Please add a note stating that any existing trees damaged in the course of the project will be replaced with a 3" caliper tree of the same species.
Soil types *(LDM10)*	• As determined by Soils survey of Oakland County • Show types, boundaries	Not shown – OC maps shows its Urban Land	NA	
Existing and proposed improvements *(LDM 10)*	Existing and proposed buildings, easements, parking spaces, vehicular use areas, and R.O.W	All proposed elements are included on the landscape plan	Yes	
Existing and proposed utilities *(LDM 10)*	• Overhead and underground utilities, including hydrants • Proposed light posts	• Sheet 4.0 • No utilities will impact the proposed plantings.	Yes	
Proposed grading. 2' contour minimum *(LDM 10)*	Provide proposed contours at 2' interval	Spot elevations on C3.0	Yes	
Snow deposit *(LDM 10)*	Show snow deposit areas on plan	NA	NA	Add a note stating that snow shall not be

Item	Required	Proposed	Meets Code	Comments
				placed on new island.
LANDSCAPING REQUIREMENTS				
Parking Area Landscape Requirements *(Zoning Sec 5.5.3.C and LDM 5)*				
General requirements *(LDM 5)*	• Clear sight distance within parking islands • No evergreen trees	No plantings in the parking lot appear to block vision	Yes	
Name, type and number of ground cover *(LDM 5)*	As proposed on planting islands	None	No	Please indicate the groundcover(s) to be used on the new island – it should be a living groundcover, not mulch or rocks
General *(Zoning Sec 5.5.3.C)*				
Parking lot Islands	• A minimum of 200 SF to qualify • A minimum of 200sf unpaved area per tree planted in an island • 6" curbs • Islands minimum width 10' BOC to BOC	• The new island's area is not shown	• No	1. Please label the area of the new island in SF. 2. It must be at least 200sf.
Curbs and Parking stall reduction *(Zoning Sec 5.3.12)*	Parking stall can be reduced to 17' and the curb to 4" adjacent to a sidewalk of minimum 7 ft.	21.5' angled	Yes	
Contiguous space limit *(Zoning sec 5.5.3.C)*	Maximum of 15 contiguous spaces	8 spaces	Yes	The long existing bays in the main parking areas are an existing condition unrelated to this project.
Plantings around Fire Hydrant *(Zoning sec 5.5.3.C)*	• No plantings with matured height greater than 12' within 10 ft. of fire hydrants and other utility structures • Plant trees at least 5 ft from underground utility lines • Plantings near hydrants or FDCs should be no taller than 12"	No hydrant is near the proposed tree	Yes	
Landscaped area *(Zoning sec 5.5.3.C)*	Areas not dedicated to parking use or driveways exceeding 100 sq. ft. shall be landscaped	Yes	Yes	Existing condition

Item	Required	Proposed	Meets Code	Comments
Clear Zones *(Zoning sec 5.5.3.B.ii Footnote 10)*	• 25 ft corner clearance required. • Refer to Zoning Section 5.5.9	NA	NA	
Parking Lot Interior Area and Trees Required *(Zoning Sec 5.5.3.C.iii)*				
Category 1: For OS-1, OS-2, OSC, OST, B-1, B-2, B-3, NCC, EXPO, FS, TC, TC-1, RC, Special Land Use or non-residential use in any R district				
A = Total square footage of vehicular use areas up to 50,000sf x 7.5%	• A = x sf * 7.5 % = A sf • 50000 * 7.5% = 3750 sf	NA	NA	As the project only impacts one bay and is adding greenspace, the calculation is not required.
B = Total square footage of additional paved vehicular use areas (not including A or B) over 50,000 SF) x 1 %	• B = x sf * 1% = B sf • (xxx – 50000) * 1% = xx sf	See above		See above
All Categories				
Total square footage of landscaped islands: C = A+B	C = A + B	NA	NA	See above
Number of canopy trees required: D = C/200	D = C/200 trees x/200 = x Trees	1 tree in the new endcap island	Yes	
Perimeter Trees (Zoning Sec 5.5.3.C.iv)	• Minimum 10 ft wide greenspace • 1 Canopy tree per 35 lf • xlf /35 = 30 trees	NA	NA	As the impacted bay is not a new area and there were no perimeter trees there before this project, new perimeter trees are not required.
Accessway perimeter (Zoning Sec 5.5.3.C)	• 1 canopy tree per 35 lf on each side of road, less widths of access drives. • (xx lf)/35 = xx trees	NA	NA	No changes to the accessway along the site area are proposed.
Parking land banked (Zoning Sec 5.2.14.D)	NA	None		
Berms, Walls and ROW Planting Requirements				
Berms *(Zoning Sec 5.5.3.A & LDM 1)*				
• All berms shall have a maximum slope of 33%. Gradual slopes are encouraged. Show 1ft. contours • Berm should be located on lot line except in conflict with utilities. • Berms should be constructed with 6" of topsoil.				
Residential Adjacent to Non-residential *(Sec 5.5.3.A & LDM 1.a)*				
Berm requirements *(Zoning Sec 5.5.A)*	The site is not adjacent to residential so this is not required	NA	NA	

Item	Required	Proposed	Meets Code	Comments
Planting requirements *(LDM 1.a.)*	LDM Novi Street Tree List	NA		
Adjacent to Public Rights-of-Way *(Sec 5.5.3.B and LDM 1.b)*				
Berm requirements *(Zoning Sec 5.5.3.A.(5))*	The project is not adjacent to a public right-of-way so no berm is required	NA	NA	
Cross-Section of Berms *(LDM 10)*				
Slope, height and width	• Label contour lines • Maximum 33% • Min. 3 feet flat horizontal area • Minimum 3 feet high • Constructed of loam with 6' top layer of topsoil.	NA	NA	
Type of Ground Cover		NA	NA	
Setbacks from Utilities	Overhead utility lines and 15 ft. setback from edge of utility or 20 ft. setback from closest pole	No overhead utilities exist in the project area		
Walls *(Zoning Sec 5.5.3.A & LDM 10)*				
Material, height and type of construction footing	Freestanding walls should have brick or stone exterior with masonry or concrete interior	No walls are required or proposed	Yes	
Walls greater than 4 ft. should be designed and sealed by an Engineer		NA	NA	
ROW Landscape Screening Requirements *(Zoning Sec 5.5.3.B.ii) – B-2 Zoning*				
Greenbelt width	The project is not adjacent to a public right-of-way	NA	NA	
Min. berm crest width	The project is not adjacent to a public right-of-way	NA	NA	
Minimum berm height	The project is not adjacent to a public right-of-way	NA	NA	
3' wall	No walls are required	No walls are proposed	NA	
Canopy deciduous or large evergreen trees	The project is not adjacent to a public right-of-way	NA	NA	
Sub-canopy deciduous trees)	The project is not adjacent to a public	NA	NA	

Item	Required	Proposed	Meets Code	Comments
	right-of-way			
Canopy deciduous trees in area between sidewalk and curb	The project is not adjacent to a public right-of-way	NA	NA	
Non-Residential Projects *(Zoning Sec 5.5.3.F.iii)* Refer to Planting in ROW, building foundation landscape, parking lot landscaping and LDM				
Screening of outdoor storage, loading/unloading *(Zoning Sec. 3.14, 3.15, 4.55, 4.56, 5.5)*		No loading zone is indicated	TBD	
Transformers/Utility boxes *(LDM 6)*	• A minimum of 2ft. separation between box and the plants • Ground cover below 4" is allowed up to pad. • No plant materials within 8 ft. from the doors	The chiller is screened on its north site	TBD	Please add screening to the ends if possible
Building Foundation Landscape Requirements *(Zoning Sec 5.5.3.D)*				
Interior site landscaping SF *(Zoning Sec 5.5.3.D)*	• Equals to entire perimeter of the building x 8 with a minimum width of 4 ft. • A: x lf x 8ft = x SF	A four-foot-wide strip landscaped with shrubs around the foundation of the fence is proposed	Yes	
Building Frontage Landscaping *(Zoning Sec 5.5.3.D)*	If visible from public street a minimum of 60% of the exterior building perimeter should be covered in green space	NA	NA	
Detention/Retention Basin Requirements *(Zoning Sec. 5.5.3.E & LDM 3)*				
Planting requirements *(Zoning Sec 5.5.3.E & LDM 3)*	• Clusters of large native shrubs shall cover 70-75% of the basin rim area at 10 lf from permanent water level • 10" to 14" tall grass along sides of basin • Refer to wetland for basin mix • Deciduous canopy tree 1/35 of east, south and west sides of pond at 10 feet from permanent water level	No changes to the existing stormwater detention are required so no stormwater detention is required, or proposed	Yes	
Phragmites and Japanese Knotweed Control *(Zoning Sec*	• Any and all populations of Phragmites australis	None indicated	NA	

Item	Required	Proposed	Meets Code	Comments
5.5.6.B.vii)	and/or Japanese Knotweed on site shall be included on tree survey. • Treat populations per MDEQ guidelines and requirements to eradicate the weed from the site.			
LANDSCAPING NOTES, DETAILS AND GENERAL REQUIREMENTS				
Landscape Notes – Utilize City of Novi Standard Notes				
Installation date *(LDM 10)*	Provide intended date	Between Mar 15 and Nov 15.	No	Please add note
Maintenance & Statement of intent *(Zoning Sec 5.5.6 & LDM 10)*	• Include statement of intent to install and guarantee all materials for 2 years. • Include a minimum one cultivation in June, July and August for the 2-year warranty period.	No	No	Please add note
Plant source *(LDM 10 & 11)*	Shall be northern nursery grown, No.1 grade.	No	No	Please add note
Irrigation plan *(LDM 10)*	• A fully automatic irrigation system or a method of providing sufficient water for plant establishment and survival is required on Final Site Plans. • If irrigation won't be used, note how trees will get sufficient water for establishment and long-term survival	No	No	1. Please add irrigation plan or information as to how plants will be watered sufficiently for establishment and long- term survival. 2. If xeriscaping is used, please provide information about plantings included.
Other information *(LDM 10)*	Required by Planning Commission	NA		
Establishment period *(Zoning Sec 5.5.6 & LDM 10)*	**2 yr. Guarantee**	No	No	Please add note
Approval of substitutions. *(Zoning Sec 5.5.5 & LDM 10)*	City must approve any substitutions in writing prior to installation.	No	No	Please add note
Plant List *(LDM 10 & 11)* **– Include all cost estimates**				
Quantities and sizes	• At least 50% of species used shall be native to Michigan • Tree diversity shall	No plant list is provided	No	Please add plant list
Root type		No plant list is provided	No	See above

Item	Required	Proposed	Meets Code	Comments
Botanical and common names *(LDM 4 & 11)*	follow guidelines of LDM Section 4 – no tree selection shall exceed the maximum of 15% of one species and 25% of one genus.	No plant list is provided	No	1. Please add a plant list showing all plants to be used 2. Please work to use 50% native species. 3. The tree diversity requirement is not in effect since there is just one tree being added
Type and amount of lawn or other groundcovers		Not indicated	No	Please indicate what groundcover will be used in the new island and include the cost of it the cost table.
Cost estimate *(LDM 10)*	For all new plantings, mulch and sod as listed on the plan	No	No	Please add to final site plan. Use these standard costs: • Deciduous canopy tree: $400 ea • Shrubs: $50 ea. • Grasses/perennials: $15 ea. • Mulch: $35/cyd • Seed: $3.00/syd • Sod: $6.00/syd
Planting Details/*Info (LDM Part III)* **– Utilize City of Novi Standard Details**				
Canopy Deciduous Tree	Refer to LDM for detail drawings	No	No	Please use the City standard detail. It is available upon request.
Evergreen Tree		No	NA	
Multi-stem Tree		No	NA	
Shrub		No	No	Please use the City standard detail. It is available upon request.
Perennial/ Ground Cover		No	No	Please use the City standard detail. It is available upon request.
Tree stakes and guys. (Wood stakes, fabric guys)		No	No	Please add to plan and use City detail
Tree protection fencing (*Ordinance Sec 37-9***)**	Located at Critical Root Zone (1' outside of dripline)	No	No	Please put on Demolition and/or Soil Erosion Control plan
Other Plant Material Requirements *(LDM 11)*				
General Conditions	Plant materials shall not be planted within 4 ft. of property line	NA	NA	
Plant Materials & Existing Plant Material	Clearly show trees to be removed and trees to	Yes	Yes	

Item	Required	Proposed	Meets Code	Comments
(LDM 11)	be saved.			
Landscape tree credit *(LDM 11)*	• Substitutions to landscape standards for preserved canopy trees outside woodlands/ wetlands should be approved by LA. • Refer to Landscape tree Credit Chart in LDM	No		
Plant Sizes for ROW, Woodland replacement and others *(LDM 11)*	• Size determined by use detailed in LDM Table 11.b.(2)a.i • Indicate on plant list	Include plant sizes on the plant list	No	
Plant size credit *(LDM 11)*	NA	No		
Prohibited Plants *(LDM 11.b)*	No plants on City Invasive Species List	No plant list	Yes	Do not use any of the species on the Prohibited Species list included with this review.
Recommended trees for planting under overhead utilities *(LDM 11)*	Label the distance from the overhead utilities	There are no overhead lines on the site	NA	
Collected or Transplanted trees *(LDM 11)*		None		
Nonliving Durable Material: Mulch *(LDM 12)*	• Trees shall be mulched to 3" depth and shrubs, groundcovers to 2" depth • Specify natural color, finely shredded hardwood bark mulch. Include in cost estimate.	Are on details	TBD	

NOTES:
1. This table is a working summary chart and not intended to substitute for any Ordinance or City of Novi requirements or standards.
2. The section of the applicable ordinance or standard is indicated in parenthesis. For the landscape requirements, please see the Zoning Ordinance landscape section 5.5 and the Landscape Design Manual for the appropriate items under the applicable zoning classification.
3. Please include a written response to any points requiring clarification or for any corresponding site plan modifications to the City of Novi Planning Department with future submittals.

Irrigation System Requirements

1. Any booster pump installed to connect the project's irrigation system to an existing irrigation system must be downstream of the RPZ.

2. The RPZ must be installed in accordance with the 2015 Michigan Plumbing Code.
3. The RPZ must be installed in accordance with the manufacture installation instructions for winterization that includes drain ports and blowout ports.
4. The RPZ must be installed a minimum of 12-inches above FINISHED grade.
5. Attached is a handout that addresses winterization installation requirements to assist with this.
6. A plumbing permit is required.
7. The assembly must be tested after installation with results recorded on the City of Novi test report form.

<u>If an existing irrigation system will be used, a note stating that on the landscape plan is sufficient.</u>

TRAFFIC REVIEW

AECOM
39575 Lewis Dr, Ste. 400
Novi
MI, 48377
USA
aecom.com

Project name:
JSP24-31 – Dick's Sporting Goods Preliminary Traffic Review

To:
Barbara McBeth, AICP
City of Novi
45175 10 Mile Road
Novi, Michigan 48375

From:
AECOM

Date:
January 21, 2025

CC:
Lindsay Bell, Humna Anjum, Diana Shanahan, Dan Commer, Ben Nelson, Milad Alesmail, Stacey Choi

Memo

Subject: JSP24-31 – Dick's Sporting Goods Preliminary Traffic Review

The preliminary site plan was reviewed to the level of detail provided and AECOM recommends **approval** for the applicant to move forward as long as the comments provided are adequately addressed to the satisfaction of the City.

GENERAL COMMENTS

1. The applicant, V3 Companies of Michigan, Ltd., is proposing the removal of the old Sears automobile building and installing an enclosed outdoor area.
2. The development is located at the Twelve Oaks Mall along Twelve Oaks Mall Road. Twelve Oaks Mall Road is classified as a private street.
3. The site is zoned RC (Regional Center).
4. There are no traffic related deviations required at this time.

TRAFFIC IMPACTS

1. AECOM did not perform an initial trip generation based on the ITE Trip Generation Manual, 11th Edition, as the footprint of the main store building is not changing.
2. The City of Novi generally requires a traffic impact study/statement if the number of trips generated by the proposed development exceeds the City's threshold of more than 750 trips per day or 100 trips per either the AM or PM peak hour, or if the project meets other specified criteria.

Trip Impact Study Recommendation	
Type of Study:	**Justification**
None	-

TRAFFIC REVIEW

The following table identifies the aspects of the plan that were reviewed. Items marked O are listed in the City's Code of Ordinances. Items marked with ZO are listed in the City's Zoning Ordinance. Items marked with ADA are listed in the Americans with Disabilities Act. Items marked with MMUTCD are listed in the Michigan Manual on Uniform Traffic Control Devices.

The values in the 'Compliance' column read as 'met' for plan provision meeting the standard it refers to, 'not met' stands for provision not meeting the standard, and 'inconclusive' indicates applicant to provide data or information for review and 'NA' stands for not applicable for subject Project. The 'remarks' column covers any comments the reviewer has and/or 'requested/required variance' and 'potential variance'. A potential variance indicates a variance that will be required if modifications are not made or further information provided to show compliance with the standards and ordinances. The applicant should put effort into complying with the standards; the variances should be the last resort after all avenues for complying have been exhausted. Indication of a potential variance does not imply support unless explicitly stated.

EXTERNAL SITE ACCESS AND OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
1	Driveway Radii | O Figure IX.3	N/A	-	No changes proposed.
2	Driveway Width | O Figure IX.3	N/A	-	No changes proposed.
3	Driveway Taper | O Figure IX.11	N/A	-	No changes proposed.
3a	Taper length	N/A	-	
3b	Tangent	N/A	-	
4	Emergency Access | O 11-194.a.19	N/A	-	No changes proposed.
5	Driveway sight distance | O Figure VIII-E	N/A	-	No changes proposed.
6	Driveway spacing	N/A	-	No changes proposed.
6a	Same-side | O 11.216.d.1.d	N/A	-	
6b	Opposite side | O 11.216.d.1.e	N/A	-	
7	External coordination (Road agency)	N/A	-	
8	External Sidewalk | Master Plan & EDM	N/A	-	No changes proposed.
9	Sidewalk Ramps | EDM 7.4 & R-28-K	N/A	-	No changes proposed.
10	Any Other Comments:			

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
11	Loading zone | ZO 5.4	N/A	-	No changes proposed.
12	Trash receptacle | ZO 5.4.4	Removing existing trash enclosure	**Inconclusive**	**The applicant should indicate if the trash enclosure will be relocated.**
13	Emergency Vehicle Access	N/A	-	No changes proposed.
14	Maneuvering Lane | ZO 5.3.2	N/A	-	No changes proposed.
15	End islands | ZO 5.3.12	N/A	-	No changes proposed.
15a	Adjacent to a travel way	N/A	-	
15b	Internal to parking bays	N/A	-	
16	Parking spaces | ZO 5.2.12	Adding 6 spaces.		See Planning review letter.
17	Adjacent parking spaces | ZO 5.5.3.C.ii.p	N/A	-	No changes proposed.
18	Parking space length | ZO 5.3.2	Not dimensioned	**Inconclusive**	**Dimension proposed parking spaces.**
19	Parking space Width | ZO 5.3.2	Not dimensioned	**Inconclusive**	**Dimension proposed parking spaces.**
20	Parking space front curb height | ZO 5.3.2	Not indicated	**Inconclusive**	**Indicate any proposed curb and height in future submittal.**

INTERNAL SITE OPERATIONS				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
21	Accessible parking – number | ADA	N/A	-	No changes proposed.
22	Accessible parking – size | ADA	N/A	-	No changes proposed.
23	Number of Van-accessible space | ADA	N/A	-	No changes proposed.
24	Bicycle parking	N/A	-	No changes proposed.
24a	Requirement | ZO 5.16.1	N/A	-	
24b	Location | ZO 5.16.1	N/A	-	
24c	Clear path from Street | ZO 5.16.1	N/A	-	
24d	Height of rack | ZO 5.16.5.B	N/A	-	
24e	Other (Covered / Layout) | ZO 5.16.1, Text Amendment 18.301	N/A	-	
25	Sidewalk – min 5' wide | Master Plan	N/A	-	No changes proposed.
26	Sidewalk ramps | EDM 7.4 & R-28-K	N/A	-	No changes proposed.
27	Sidewalk – distance back of curb | EDM 7.4	N/A	-	
28	Cul-De-Sac | O Figure VIII-F	N/A	-	
29	EyeBrow | O Figure VIII-G	N/A	-	
30	Turnaround | ZO 5.10	N/A	-	
31	Any Other Comments:			

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
32	Signing: Sizes | MMUTCD	Not indicated	**Inconclusive**	**There are existing accessible parking signs on the west side of the building and "no parking fire lane" signs on the east side that will need to be replaced.**
33	Signing table: quantities and sizes	Not indicated	**Inconclusive**	**Provide in future submittal.**
34	Signs 12" x 18" or smaller in size shall be mounted on a galvanized 2 lb. U-channel post | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
35	Signs greater than 12" x 18" shall be mounted on a galvanized 3 lb. or greater U-channel post | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
36	Sign bottom height of 7' from final grade | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
37	Signing shall be placed 2' from the face of the curb or edge of the nearest sidewalk to the near edge of the sign | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
38	FHWA Standard Alphabet series used for all sign language | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
39	High-Intensity Prismatic (HIP) sheeting to meet FHWA retro-reflectivity | MMUTCD	Not indicated	**Inconclusive**	**Provide in future submittal.**
40	Parking space striping notes	Not indicated	**Inconclusive**	**Provide in future submittal.**

SIGNING AND STRIPING				
No.	**Item**	**Proposed**	**Compliance**	**Remarks**
41	The international symbol for accessibility pavement markings | ADA	N/A	-	No changes proposed to accessible spaces.
42	Crosswalk pavement marking detail	N/A	-	
43	Any Other Comments:			

Note: Hyperlinks to the standards and Ordinances are for reference purposes only, the applicant and City of Novi to ensure referring to the latest standards and Ordinances in its entirety.

Should the City or applicant have questions regarding this review, they should contact AECOM for further clarification.

Sincerely,

AECOM

Paula K. Johnson, PE
Senior Transportation Engineer

Saumil Shah, PMP
Project Manager

FAÇADE REVIEW

DRN & ASSOCIATES, ARCHITECTS, PC
Phone: (248) 880-6523
E-Mail: dnecci@drnarchitects.com
Web: drnarchitects.com
50850 Applebrooke Dr., Northville, MI 48167

January 23, 2025

Façade Review Status:
Preliminary Full Compliance, additional information required.

City of Novi Planning Department
45175 W. 10 Mile Rd.
Novi, MI 48375-3024

Attn: Ms. Barb McBeth – Director of Community Development

Re: FACADE ORDINANCE
Dicks Sporting Goods, JSP24-31
Façade Region: 1, Zoning District: RC

Dear Ms. McBeth:

This project is considered a façade alteration as described in Section 5.15.6 of the Façade Ordinance. The maximum and minimum percentages required by the Façade Ordinance are shown in the right-hand column. Materials in non-compliance, if any, are highlighted in bold.

	West (Front)	North	East	South	Ordinance Maximum (Minimum)
Brick	53%	58%	NA	NA	100% (30%)
EIFS	22%	42%	NA	NA	25%
ACM Flat Metal Panels	13%	0%	NA	NA	50%
Spandral Glass	12%	0%	NA	NA	50%

As shown above the proposed façade materials are in full compliance with the Façade Ordinance. The elevations provided generally indicate that the new facades will represent a significant improvement to the affected areas of the building. However, the elevations appear to be conceptual in nature and no floor plan or demo plan was provided. We anticipate the additional information will be provided in subsequent submittals.

It should be noted that no façade improvements are proposed for a portion of the approximately 104,000 SF on the first floor to be occupied by Dicks Sporting Goods, namely the north easterly quadrant of the building located north of the existing retaining wall. This area includes the carport to be removed, loading docks and loading dock screen wall. Although temporary façade treatment will be installed in these areas, this area will remain in disrepair and highly unsightly. Given that this area will be highly visible and will appear as part of the Dicks Sporting Goods store, we recommended that the applicant consider making façade improvements to visually connect these facades with the remainder of the facility.

Notes to the Applicant:

1. Painting of existing brick is prohibited. The use of window films with intense colors, logos or signage is prohibited.

2. Inspections – The Façade Ordinance requires inspection(s) for all projects. Materials displayed on the approved sample board will be compared to materials delivered to the site. It is the applicant's responsibility to request the inspection of each façade material at the appropriate time. Inspections may be requested using the Novi Building Department's Online Inspection Portal with the following link. Please click on "Click here to Request an Inspection" under "Contractors", then click "Façade". http://www.cityofnovi.org/Services/CommDev/OnlineInspectionPortal.asp.

3. RTU Screening - It should be noted that all roof top units must be screened from view from all vantage points both on-site and off-site using materials in compliance with the Façade Ordinance.

Sincerely,
DRN & Architects PC

Douglas R. Necci, AIA

FIRE REVIEW

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

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Priya Gurumurthy

City Manager
Victor Cardenas

Director of Public Safety
Chief of Police
Erick W. Zinser

Fire Chief
John B. Martin

Assistant Chief of Police
Scott R. Baetens

Assistant Fire Chief
Todd Seog

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

cityofnovi.org

January 2 2025,

TO: Barbara McBeth - City Planner
Lindsay Bell - Plan Review Center
Dan Commer – Plan Review Center
Diana Shanahan – Plan Review Center
Stacey Choi – Planning Assistant

RE: **Dicks Sporting Goods 27500 Novi Rd (12 Oaks Mall).**

PSP#24-060
JSP#24-31

Project Description: Review of demo permit and review of new remodel at 12 Oaks Mall (Old Sears anchor space).

Comments:

- **All** fire hydrants **MUST** be installed and operational prior to any combustible material is brought on site. **IFC 2015 3312.1**

- **Proposed temporary "Silt Fence" must NOT block any fire protection valves or supplies to existing building during remodel. See Plan page C3.1.** Current location of FDC valves are located in old loading dock area. Access to these valves would need to be maintained while system is in service.

Recommendation:
Providing the above comments are followed, The Fire Department has NO objections at this time.

Sincerely,

Andrew Copeland – Acting Fire Marshal
City of Novi Fire Department

cc: file

APPLICANTS RESPONSE LETTER

April 14, 2025

Diana Shanahan
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

RE: SP 24-31: DICK'S SPORTING GOODS |Revised Preliminary Site Plan and Special Land Use

Dear Diana Shanahan:

We are in receipt of your review letter, dated March 14,2025 regarding the above subject project. In response to your comments, we offer the following.

Ordinance Requirements:

1. Off-Street Parking Requirements (Section 5.2.12.C): The required number of parking spaces for a shopping center is 1 space for each 250 square feet of gross leasable area (GLA) for developments under 400,000 square feet. Please provide the total number of parking spaces on parcel to verify parking requirements.

Response: The Transformco owned building with DSG included as part shares the parking on the parcel. The Transformco owned parcel has in excess of 800 parking spaces, so the parking requirements are exceeded on this property.

2. Parking Space Layout Minimum Requirements (Section 5.3.2): The layout of off-street parking must meet minimum requirements. Please provide dimensions and square footage for the end island on the west side of the track and field enclosure in next submittal. Refer to Engineering and Traffic reviews for comments.

Response: This end island will be revised as required prior to the final site plan submittal. The proposed end island will be roughly 273 sf, well above the required 200 sf.

3. Lighting and Photometric Plan (Section 5.7): Additional information is required for these items for the Twelve Oaks Novi site as data was provided for a Pittsburgh, PA site. A variance will be required for Color Correlated Temperature (CCT) greater than 3000K unless it is modified to meet ordinance requirements. Please provide photometric plan in full size set in final site plan submittal. Refer to Planning Review Chart for comments.

Response: The additional requested photometric information will be provided with the final site plan submittal. The standard proposed lighting for the Dick's House of Sports – Field has a Correlated Color Temperature of 5,700K. The applicant therefore requests a variance for this item. This temperature is standard for athletic field types of uses and will not be readily noticeable from the public ways adjacent to the mall property.

4. Screening (Section 3.26 RC District Required Conditions): All business, servicing or processing, except off street parking, loading and those open-air uses permitted and regulated in Section 3.1.24.C, shall be conducted within completely enclosed buildings. Please indicate whether the Zamboni can be housed within a building. If it must be parked inside the track/field enclosure during the ice rink season, please provide proper screening, such as landscaping, wall, or opaque fencing of the Zamboni parking area.

Response: The Zamboni will be parked internal to the gated access at the southwest corner of the field area, not within an additional building. The Zamboni will only be on site during the winter ice rink months (typically november-february). A temporary tent structure will be used to screen and protect the Zamboni while onsite and will be parked withing the field area. This will provided adequate screening to the nearest adjacent fence/gate area from the nearest adjacent parking area.

5. Noise Specifications (Section 5.14.10.A): Site proposals must comply with the standards of the noise ordinance for receiving districts adjacent to the subject parcel as measured at property lines. (Nighttime decibel limit = 70 dBA, daytime decibel limit = 75 dBA). Noise specifications were provided at track/field perimeter. Please indicate noise levels at property line.

Response: Noise study from an existing Dick's House of Sport provided. The attached is a noise assessment study performed at an existing field location with the typical activities supported. The sound level was measured at the field perimeter and at 200' beyond the fence, as noted on page 4. The closest point from the edge of the fencing to the ring road and property line is approximately 300' so sound level will diminish further than what was studied.

6. Site Amenities: Please provide details for benches and scoreboard on track/field area in next submittal.

Response: Details for these items will be provided with the final site plan submittal.

7. Planning Chart: The Planning Review Chart provides additional comments and requests clarification for certain items. Please address these items in addition to the comments provided in this letter.

Response: See below for responses to all additional items.

Open Air Businesses (Section 4.80.2):

Comment 1: In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that:

A. The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business.

B. The track and field space are adjacent to the building and proposed to be fenced on three sides with a 40' black polyester powder coated galvanized steel "Twin bar" fence system.

C. Please provide a noise impact statement for this site pertaining to the outdoor track and field area. Noise levels should be measured at property lines.

Response: *Additional noise impact study information will be provided with the final site plan submittal.*

Open Air Businesses-*(Section 4.80.2)*

Comment 4: Special Land Use approval requires 15-day public hearing

Response: *This is understood and is scheduled for 4-23.*

Enclosed Buildings-(Section 3.26.2)

Comment 5**:** Special Land Use approval is required for outdoor track and field space. Please indicate whether the Zamboni can be housed within a building. If it must be parked inside the track/ field enclosure during the ice rink season, please provide proper screening, such as landscaping, wall, or opaque fencing of the Zamboni parking area.

Response: *The Zamboni will be parked internal to the gated access at the southwest corner of the field area. Temporary tent will be used to house and screen the Zamboni to the nearest adjacent fence/gate area from the nearest adjacent parking area.*

Off-Street Parking Requirements-(Sec. 5.2.12.C)

Comment 6: Please provide the total number of parking spaces on parcel. Approximately 400 parking spaces are required for the GLA.

Response: *As noted in response 1 above, there are over 800 parking stalls on the subject parcel.*

End Islands-(Sec. 5.3.12)

Comment 7: Dimension end island and show island sq ft (min 200 sq ft). End island should be 3' shorter than adjacent parking stall. Landscaping for end islands should be addressed according to the Landscape review letter.

Response: *The final site plan will reflect the end island being 3' shorter than the adjacent parking stall. The proposed landscape island is roughly 15.6' x 17.5'(273 sf) after reducing the length by 3'.*

Barrier Free Space Dimensions-Barrier Free Code (2012 Michigan Building Code)

Comment 8: Both angled accessible spaces on the west side of the track/field should have striped access aisles on the passenger side of the parking space. Add dimension for access aisles.

Response: The additional access aisle will be added for the final site plan submission.

Sidewalks-(Section 7.4.2 of the Engineering Design

Comment 9: Applicant should consider whether additional pedestrian access is warranted, given the recommendations of the Active Mobility Plan.

Response: The applicant, Dick's Sporting Goods, is a tenant within the building/property and cannot comment on the appropriateness of adding pedestrian access to the mall property that is not owned by the applicant.

Design and Construction Standards Manual

Comment 10: Please correct address in title block to 27600 Novi Road (currently shown as 27500 Novi Road)

Response: The address will be corrected on subsequent submittals.

General Layout and Dimension of Proposed Physical Improvements

Comment 11: Please ensure all entrances to track/field area match on site plan sheets and floor plan sheets, including Zamboni entrance, on next submittal.

Response: We will coordinate these entry points on the various plans going forward.

Economic Impact

Comment 12: Provide details in response letter of total cost of proposed building and site improvements. Include number of anticipated jobs created during and after construction.

Response: Preliminary estimates of these improvements are estimated to total approximately $23M.

During construction the site will regularly be staffed by a GC team with approximately 80-120 worker for an anticipated 12-month construction schedule, along with national vendors whose number and duration will vary.

Upon store open, the establishment of this new store is expected to generate employment opportunities within the community. Our staff is trained to guide and advise our customers. Our goal is to provide a level of service that drives athletes to return again and again because they know that when they visit they get great advice on products or how to improve their game. Based on data from a similar store, we anticipate hiring 166 individuals for positions including 126 part-time employees, 32 full-time employees, and 12 Salaried store leadership. The roles below are the employment opportunities that would need to be filled:

Salaried *(Avg $88,500)*

Director Roles

- *Executive Director*
- *Common Purpose Director*
- *Community & Experience Director*

Community Team Roles

- *Marketing Manager*
- *Community & Events Manager*

Assistant Store Manager Roles

- *ASM Hardlines*
- *ASM Operations*
- *ASM Apparel*
- *ASM Footwear*

Additional Salaried Roles

- *Dedicated Visual Merch*
- *Golf Professional*

Hourly *(Avg $17.33/hour)*

Full-Time Employees (32)

Part-Time Employees (126)

Development/ Business Sign

Comment 13: For permit information contact Ordinance at (248) 735-5678.

Response: Understood.

Intent-(Section 5.7.1)

Comment 14: Please provide photometric plan specific to this site in full size plan set in final site plan submittal.

Response: This will be provided as requested.

Lighting Plan-(Section 5.7.2.A.i)

Comment 14a: Please provide photometric plan in full size plan set in final site plan submittal.

Response: This will be provided as requested.

Lighting Standards-(Section 5.7.2A. ii) Specifications for all proposed & existing lighting fixtures

Comment 15: Sheet C4.0 indicates 18' light poles, lighting specifications and response letter indicate 40', please update to match correct height

Response: *The four poles proposed to light the field will have a height of 40' as shown in the lighting plans. The Utility Plan in the engineering plans will be updated accordingly.*

Comment 16: Please indicate if there will be glare control devices

Response: *The proposed fixtures are downward facing and shielded to the sky. They are not aimed at the surrounding parking lot drive aisles and based on experience with other completed properties do not cast glared on the adjacent parking lots/drive aisles. Each light is fitted with an aluminum spill light and glare light control visor that directs the light to the field.*

Comment 17: Photometric Plan illustrating all light sources that impact the subject site, including spill over information from neighboring properties. Please provide this detail.

Response: *This additional photometric information will be provided with the final site plan submittal.*

Building Lighting- (Section 5.7.2.A.iii)

Comment 18: Relevant building elevation drawings showing all fixtures, the portions of the walls to be illuminated, illuminance levels of walls and the aiming points of any remote fixtures. Please provide this detail.

Response: *This additional photometric information will be provided with the final site plan submittal.*

Outdoor Lighting: Average Light Levels -*(Section 5.7.3.E)*

Comment 19: Average light level of the surface being lit to the lowest light of the surface being lit not exceed 4:1 foot-candles. Please indicate in next submittal.

Response: *This additional photometric information will be provided with the final site plan submittal.*

Color Spectrum Management (Section 5.7.3.F)

Comment 20: A variance will be required for Color Correlated Temperature greater than 3000K unless modified to meet ordinance requirements. Please provide a response to this issue in the response letter before this project is presented to the Planning Commission.

Response: *The standard proposed lighting for the Dick's House of Sports – Field has a Correlated Color Temperature of 5,700K. The applicant therefore requests a variance for this item. This temperature is standard for athletic field types of uses and will not be readily noticeable from the public ways adjacent to the mall property.*

Indoor Lighting-(Section 5.7.3.H)

Comment 21: Shall not be the source of exterior glare or spillover. Please indicate in next submittal.

Response: *Additional information will be provided with the final site plan submittal, however, interior lighting will not be the result in glare or spillover exterior to the building.*

Minimum Illumination Levels – All Exterior Lighting (foot-candles) (Sec. 5.7.3.L)

Comment 22: Maximum lighting will be governed by the 4:1 ratio of average to minimum illumination

of the surface being lit. Where a site abuts nonresidential, maximum illumination at the property line shall not exceed 1 footcandle. Please address this issue on the next submittal.

Response: *A calculation showing that the 4:1 ration is met for the proposed field lighting will be provided with the final site plan submittals. The 1 footcandle requirement at the property lines are understood, however, the scope of this project is nowhere near the exterior mall property lines and all parking lot lighting is proposed to remain as it exists today.*

Noise Specifications-(Section 5.14.10.A)

Comment 23: Noise levels should be measured at property lines. Please provide a response to this issue in the response letter before this project is presented to the Planning Commission.

Response: *Noise study from an existing Dick's House of Sport provided. The attached is a noise assessment study performed at an existing field location with the typical activities supported. The sound level was measured at the field perimeter and at 200' beyond the fence, as noted on page 4. The closest point from the edge of the fencing to the ring road and property line is approximately 300' so sound level will diminish further than what was studied.*

Parking Lot Landscaping (Zoning Sec. 5.5.3.C.)

Comment 24: Please show the island's area in square feet. It must be at least 200sf.

Response: *The area will be shown on the plans. As noted previously the end islands areas is roughly 274 sf.*

Comment 25: Please indicate the groundcover for the island. It should be a living groundcover, not just mulch or rock.

Response: *As shown on the previously submitted plans, the island will be sodded with a 2.5" caliper tree proposed in the middle.*

Building Foundation Landscaping (Zoning Sec 5.5.3.D)

Comment 26: Please add screening to the ends of the chiller unit.

Response: *Landscape screening will be provided at the ends of the chiller unit as requested with the final site plan submittal.*

Landscape Architect contact information (LDM 10)

Comment 27: If a permanent structure of 400sf or greater is proposed to house the Zamboni machine then a Landscape Architect is required to create the landscape plan.

Response: *A permanent structure is NOT proposed to house the Zamboni.*

Please find enclosed our revised Engineering Plans for your review and approval. If you have any questions, please do not hesitate to contact our office. Thank you.

Sincerely,
V3 COMPANIES LTD,

Ryan Wagner
Senior Project Manager

Enclosures
cc:
V3 File

PLANNING COMMISSION MEETING
MINUTES EXCERPT
APRIL 23, 2025

Mr. Stante confirmed that additional trees will be considered.

Member Roney relayed that the question being considered is if this qualifies for the PRO. He stated he thinks it does qualify, but there are items that must be addressed. The landscaping should be considered further, he noted the applicant has said the landscaping will be addressed in a future submittal. Secondly, the public benefit aspect of the PRO should be looked at. He stated the five-foot pathway that was seen in the packet is a better way for people to cross to Maybury State Park. Lastly, regarding the objections to the size of the lots, the lot sizes are approximately half-acre as shown on the slide. He stated the concept plan needs to be fine-tuned.

Chair Pehrson stated that he would like the applicant to address the construction element regarding how the construction will be approached as to not disrupt the other neighbors. He stated there is not an issue with traffic relative to either RA or the PRO and is in agreeance with the other commissioners that the crosswalk should not be moved further to the west. Moving the crosswalk would create a problem that doesn't exist. In a future submittal he would be looking for the crosswalk to remain in its current location. Regarding the public benefit, it was stated that not enough has been heard to provide direction that this satisfies the PRO. He stated this satisfies everything relative to the RA and the subject of the PRO needs to be addressed in a much more aggressive manner.

This agenda item was discussed, but a motion on the item was not required.

2. **JSP24-31 DICK'S SPORTING GOODS – HOUSE OF SPORT**
   Public hearing at the request of Dick's Sporting Goods for Planning Commission's recommendation of a Special Land Use Permit and Preliminary Site Plan. The subject property at 27600 Novi Road totals approximately 17.79 acres and is located east of Novi Road, south of Twelve Mile Road (Section 14). The property is zoned R-C (Regional Center District). The applicant is proposing to occupy a portion of the existing 241,725 square foot building and construct an outdoor track/field area adjacent to the building.

Planner Diana Shanahan stated the 17.79-acre parcel is part of the Twelve Oaks Mall located on the east side of Novi Road, south of Twelve Mile Road in section 14 of the city. The site and surrounding area are zoned RC: Regional Commercial District. The Future Land Use map indicates Regional Commercial for this property as well as for the surrounding properties. The subject property does not contain regulated natural features.

Dick's House of Sport plans to occupy the majority of the lower level of the former Sears building, with some space removed for a shared loading dock, and vestibules carved out for upper-level tenant access. The partial renovation of the building includes the demolition of the Sears auto center and modification to the northwest corner of the building to create a 2-story open area for a climbing wall. Future TBD tenants will occupy the upper level.

An outdoor activity space with a turf field and running track, enclosed by a 40' fence and accessed from inside the store, will be constructed in the exterior area of the demolished auto center. The outdoor activity space will provide versatile use for product testing, open play, rental use, and specialty events. In the winter months the outdoor space will have ice rink capability. A chiller is proposed on the northeast side of the track and field to convert the outside space into an ice rink in the winter. Access to the track/field area for a Zamboni is proposed at the southwest corner of the fenced perimeter. During the ice rink season, the Zamboni will be stored inside the southwest corner of the track/field area, under a covered shelter. When the ice rink is not in operation, the Zamboni will be stored off-site.

Overall façade changes include new exterior entries along the west side of the building, the main 2-story entry, and the north side, a secondary 1-story entry to access the track/field from the store.

The applicant is requesting a Special Land Use Permit for the outdoor track and field. Open air business uses are permitted as special land use in the RC: Regional Commercial district when developed in planned relationship to shopping centers. The factors to consider for Special Land Use approval are listed in the draft motion sheet, and essentially state that relative to other feasible uses of the site the proposed use will not be detrimental to public roads, services and facilities, and would be compatible with natural features and adjacent land uses relative to other potential uses.

The Planning Commission is asked to make a recommendation to the City Council regarding its determination of whether the proposed outdoor track and field area should be considered an open-air business use as defined in the ordinance. The ordinance definition of open-air business is recreation space providing children's amusement park and other similar recreation when part of a planned development. The use should be located at the exterior of the building mass in the designated interior side or rear yard, meet all setback requirements of the district, shall be fenced on all sides with a 4'-6" chain link type fence, and is subject to the noise standards of Section 5.14.10.B. The proposed use is located at the exterior of the building mass and meets all setback requirements. The track/field area is proposed to be fenced on three sides with a 40' black powder coated galvanized steel "twin bar" system.

The applicant provided the noise study as required based on noise levels at an existing Dick's House of Sport site for the typical activities supported. They indicate that noise levels are typically generated by occupant voices, not sports equipment, and the soundscape is akin to a playground. An installed sound system consisting of two wall mounted speakers broadcasts instore background music and a portable sound system for a microphone and workout music may be used for classes and other events. The sound level was measured at the field perimeter and at 200' beyond the fence. The study shows that the noise level is expected to be within the ordinance requirement at the lot line.

The proposed plan will require one variance to be granted by the Zoning Board of Appeals for the overage of Color Correlated Temperature permitted for permanent lighting installations in nonresidential districts. The applicant is proposing 5700K as standard for athletic field use and notes that it will not be readily noticeable from the public ways adjacent to the mall property. The ordinance allows no greater than 3000K.

The Planning Commission is asked to recommend approval or denial the Special Land Use Permit and the Preliminary Site Plan. Liz Bradford with Dick's Sporting Goods is here representing the project team. Staff is available to answer any questions.

Chair Pehrson invited the applicant to address the Planning Commission.

Elizabeth Bradshaw, Senior Development Manager with Dick's Sporting Goods stated she is thrilled to present Dick's House of Sport. It was noted that many people are familiar with the Dick's Sporting Goods location already in Novi. Five years ago, the CEO prompted them to create a store if built next door would put Dick's Sporting Goods out of business. With that in mind, the company came together and designed a store built on four pillars of experience, service, community, and product.

Ms. Bradshaw stated experience is created when there is an atmosphere that brings people into the stores with the field. While online orders are a large part of the business, they have upgraded their assortments to bring foot traffic into the store. There are currently twenty-one Dick's House of Sport in the United States, by the end of 2025 that will increase to thirty-six stores. Not every location has a field, however when a field is present it becomes a large driver for community events and is a positive aspect of the store. Other experiential elements in the store include a climbing wall, golf simulator, and multi-sport batting cage.

Chair Pehrson opened the public hearing and invited members of the audience who wished to speak to approach the podium. Seeing no one, Chair Pehrson requested Member Lynch read into the record the correspondence received. Member Lynch relayed correspondence was received from Mr. Scott Lofton at 27500 Novi Road, who is in support.

Chair Pehrson closed the public hearing and turned the matter over to the Planning Commission for consideration.

Member Lynch stated this is a good use of existing property and the store will drive foot traffic. He noted he appreciates the visibility of the climbing wall and outdoor track and field as you drive in. The outdoor events will not only drive businesses to Dick's House of Sport but also to the surrounding businesses. He stated from a retail standpoint that it is stunning. He noted since Dick's Sporting Goods flagship store is in Pittsburgh, they are familiar with the similar climate and wind conditions of Novi. He inquired if ice time would be sold or if there would be leagues using the ice.

Ms. Bradshaw stated they will have open skate sessions scheduled as well as leagues.

Member Lynch stated he is in support.

Member Becker inquired if Dick's Sporting Goods – House of Sport owns the building and would only occupy the first floor of the two-floor existing building while leasing out the second floor.

Ms. Bradshaw stated they currently do not own the building and are leasing only the lower level from Transformco.

Member Becker stated he thinks this is spectacular and commended the applicant for repurposing the building.

Ms. Bradshaw noted this will be the first Dick's Sporting Goods – House of Sport in Michigan.

Member Verma inquired what activities will take place in the open space of the field.

Ms. Bradshaw stated the open space is a turf field that can be used for a variety of activities including yoga and agility training. She noted that the field has been used by homeschool groups as a gymnasium.

Member Verma inquired how the Zamboni will be maintained.

Ms. Bradshaw stated that there is a chiller system in place and the tent will be heated to ensure the mechanisms of the Zamboni continue to function properly. The Zamboni will be powered by propane. She noted the tent will not be a permanent structure and will be brought in seasonally as needed.

Member Roney expressed he was very pleased to see this in the packet and thanked the applicant for bringing the project to Novi.

Chair Pehrson stated relative to the recommendation for the Special Land Use Permit he does not see any detrimental impact to the existing surrounding areas, it fits with the natural features given that it is a parking lot, and the building is being repurposed. Additionally, it is compatible with the adjacent uses given that it has the shopping theme, addresses the goals of the City of Novi for the Master Plan for Land Use, and promotes the social economic desirable effects.

Motion to approve the JSP24-31 Dick's Sporting Goods Special Land Use Permit made by Member Becker and seconded by Member Roney.

> **In the matter of Dick's Sporting Goods, JSP24-31, motion to recommend approval of the Special Land Use Permit based on and subject to the following:**

1. **Relative to other feasible uses of the site:**
   a) **The proposed use will cause any detrimental impact on existing thoroughfares in terms of overall volumes, capacity, safety, vehicular turning patterns, intersections, view obstructions, line of sight, ingress and egress, acceleration/ deceleration lanes, off-street parking, off-street loading/unloading, travel times and thoroughfare level of service. *(The proposed use is an accessory use to the adjacent existing building with an existing shared parking lot);***
   b) **The proposed use will cause any detrimental impact on the capabilities of public services and facilities, including water service, sanitary sewer service, storm water disposal and police and fire protection to service existing and planned uses in the area. *(There are no additional impacts on capabilities of public services);***
   c) **The proposed use is compatible with the natural features and characteristics of the land, including existing woodlands, wetlands, watercourses and wildlife habitats. *(There are no wetlands or watercourses found on the site);***
   d) **The proposed use is compatible with adjacent uses of land in terms of location, size, character, and impact on adjacent property or the surrounding neighborhood. *(The parcel is adjacent to other RC Regional Center properties and is approximately 925 feet from the nearest residential property);***
   e) **The proposed use is consistent with the goals, objectives and recommendations of the City's Master Plan for Land Use. *(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);***
   f) **The proposed use will promote the use of land in a socially and economically desirable manner. *(The project fulfills the Master Plan objectives of economic development and community identity as well as redevelopment of a vacant site);***
   g) **The proposed use is listed among the provision of uses requiring special land use review as set forth in the various zoning districts of this Ordinance. It is in harmony with the purposes and conforms to the applicable site design regulations of the zoning district in which it is located.**
2. **Planning Commission's recommendation to the City Council that the use as an outdoor sports court is consistent with Section 4.80.2 of the ordinance, as follows:**
   a) **Open Air Businesses: Open air business uses are permitted as a special land use when developed in planned relationship to shopping centers in the RC, TC, and TC-1 districts as follows:**
      1. **In the RC district, recreation space providing children's amusement park and other similar recreation is permitted when part of a planned development, provided that:**
         A. **The use shall be located at the exterior of the building mass in the designated interior side or rear yard and shall meet all setback requirements of the district. *(The use is located at the exterior of building mass and meets all setback requirements of the district. The enclosed track and field seem to be in a logical location adjacent to the business)*.**
         B. **Such uses shall be fenced on all sides with a four-foot six-inch (4 ft. 6 in.) chain link type fence. *(The track and field space are adjacent to the building and proposed to be fenced on three sides with a 40-foot black powder coated galvanized steel "twin bar" fence system)*.**
         C. **A noise impact statement is required subject to the standards of Section 5.14.10.B. *(The applicant's noise impact statement indicates a noise assessment study performed at an existing field location with the typical activities supported demonstrates compliance with the ordinance requirements)*.**
3. **The findings of compliance with Ordinance standards in the staff and consultant review letters and the conditions and the items listed in those letters being addressed on the Final Site Plan.**

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.

ROLL CALL VOTE TO APPROVE JSP24-31 DICK'S SPORTING GOODS SPECIAL LAND USE PERMIT MOVED BY MEMBER BECKER AND SECONDED BY MEMBER RONEY. *Motion carried 5-0.*

Motion to approve the JSP24-31 Dick's Sporting Goods Preliminary Site Plan made by Member Becker and seconded by Member Roney.

> **In the matter of Dick's Sporting Goods, JSP24-31, motion to recommend approval of the Preliminary Site Plan based on and subject to the following:**
>
> **a) The Zoning Board of Appeals granting a variance from Section 5.7.3.F.ii of the Zoning Ordinance for the overage of Color Correlated Temperature (CCT) permitted for permanent lighting installations in nonresidential districts (5700K proposed as standard for athletic field use, no greater than 3000K permitted)**
>
> ***This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance.***

ROLL CALL VOTE TO APPROVE JSP24-31 DICK'S SPORTING GOODS PRELIMINARY SITE PLAN MOVED BY MEMBER BECKER AND SECONDED BY MEMBER RONEY. *Motion carried 5-0.*

MATTERS FOR CONSIDERATION

1. **APPROVAL OF THE APRIL 9, 2025 PLANNING COMMISSION MINUTES**
   Motion to approve the April 9, 2025 Planning Commission Minutes.

ROLL CALL VOTE TO APPROVE THE APRIL 9, 2025 PLANNING COMMISSION MINUTES MADE BY MEMBER LYNCH AND SECONDED BY MEMBER RONEY. *Motion carried 5-0.*

CONSENT AGENDA REMOVALS FOR COMMISSION ACTION
There were no consent agenda items.

SUPPLEMENTAL ISSUES/TRAINING UPDATES
There were no supplemental issues or training updates.

AUDIENCE PARTICIPATION
Chair Pehrson invited member of the audience who wished to address the Planning Commission during the final audience participation to come forward. Seeing no one, Chair Pehrson closed the final audience participation.

ADJOURNMENT

Motion to adjourn the April 23, 2025 meeting made by Member Lynch and all in favor said aye.

Meeting adjourned at 7:52 PM.

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Consideration of approval to award the Valve Exercising, Condition Assessment and Repair Program contract to Hydromax USA LLC, the low bidder, in the amount of $1,469,048.

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

KEY HIGHLIGHTS:

- This is a 5-year program intended to evaluate 20% of the system's valves every year (~1,650 valves per year).
- Annual program costs will be ~$295,000.
- Water system valves will be exercised and then assessed for future maintenance.
- Minor repairs will be completed during the assessment. Major repairs identified will be completed as a separate project.

FINANCIAL IMPACT

	FY 2024/25
EXPENDITURE REQUIRED	**$ 273,950 Year 1** **$ 283,545 Year 2** **$ 293,459 Year 3** **$ 303,733 Year 4** **$ 314,362 Year 5** **$ 1,469,048 TOTAL**
BUDGET **Water & Sewer Fund 592-536.00-936.040**	**$ 275,000 Year 1**
APPROPRIATION REQUIRED	**$ 0**
FUND BALANCE IMPACT	**$ 0**
Years 2 through 5 costs will be budgeted in the out years.	

BACKGROUND INFORMATION:

This project involves condition assessment, exercising, and repair of the water valves within the City's distribution system. The valves range in size from 30-inch on primary transmission mains, down to 6-inch hydrant isolation valves. The valves are a critical part of the water distribution system and are used to isolate water main segments or areas within the system for operation, maintenance, and repair.

Best practices include an exercising program every five years to help ensure proper function. In 2021/22, a valve exercising program for the entire water system was completed. Now, the first phase of an annual program is being implemented, where approximately 1,650 valves will be evaluated each year (20% of the 8,280 valves in the water system). The work will involve exercising and assessing each valve, along with minor repairs (rusted bolts, operating nuts, packing, etc.). Major repairs (valve rehabilitation, structure repairs, etc.) will be completed together as a separate project. As major repairs are identified, the contractor will provide estimates, and staff will evaluate for potential change orders as appropriate.

The project was advertised for public bids on March 13, 2025. Three (3) bids were received and opened on May 5, 2025, following the solicitation period. Hydromax USA LLC is recommended in the best interest of the city as it is responsive and complies with all the requirements of the bidding instructions. A summary of the three bids is as follows:

Contractor	**Total Bid**
Hydromax USA	$1,469,048
M.E. Simpson	$2,079,201
Superior Excavating	$4,774,163

This program is expected to begin shortly after City Council award.

RECOMMENDED ACTION: Approval to award the Valve Exercising, Condition Assessment and Repair Program contract to Hydromax USA LLC, the low bidder, in the amount of $1,469,048.

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

Valve Exercising, Condition Assessment and Repair Program

	Hydromax USA	M.E. Simpson	Superior Excavating
YEAR 1	$273,950	$389,993	$861,550
YEAR 2	$283,545	$389,993	$905,745
YEAR 3	$293,459	$422,710	$953,030
YEAR 4	$303,733	$434,410	$1,001,314
YEAR 5	$314,362	$442,095	$1,052,524
5 YEAR TOTAL	**$1,469,048**	**$2,079,201**	**$4,774,163**

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

				Hydromax USA		M.E. Simpson		Superior Excavating	
YEAR 1	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	VALVE ASSESSMENT								
1	Mobilization Valve Assessment	Ea	1	$ 2,500	$ 2,500	$ 3,550	$ 3,550	$ 25,000	$ 25,000
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$ 65	$ 47,450	$ 99	$ 72,270	$ 250	$ 182,500
3	Valve Assessment, 16" Diameter	Ea	30	$ 150	$ 4,500	$ 129	$ 3,870	$ 275	$ 8,250
4	Valve Assessment, 20" Diameter	Ea	1	$ 200	$ 200	$ 198	$ 198	$ 300	$ 300
5	Valve Assessment, 24" Diameter	Ea	5	$ 200	$ 1,000	$ 198	$ 990	$ 350	$ 1,750
6	Valve Assessment, 30" Diameter	Ea	5	$ 350	$ 1,750	$ 248	$ 1,240	$ 400	$ 2,000
7	Valve Cannot Locate	Ea	150	$ 55	$ 8,250	$ 99	$ 14,850	$ 200	$ 30,000
8	Confined Space Entry	Ea	5	$ 250	$ 1,250	$ 395	$ 1,975	$ 250	$ 1,250
9	Minor Repairs (bolt tightening and repalcement,	Hour	50	$ 235	$ 11,750	$ 395	$ 19,750	$ 450	$ 22,500
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$ 60	$ 72,000	$ 99	$ 118,800	$ 250	$ 300,000
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$ 95	$ 1,425	$ 295	$ 4,425	$ 250	$ 3,750
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$ 250	$ 3,750	$ 395	$ 5,925	$ 1,000	$ 15,000
13	Valve Box Re-Alignment, >1'to 3' Deep (Non	Ea	15	$ 125	$ 1,875	$ 295	$ 4,425	$ 450	$ 6,750
14	Valve Box Re-Alignment, >1'to 3' Deep (Pavement)	Ea	15	$ 350	$ 5,250	$ 395	$ 5,925	$ 1,500	$ 22,500
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$ 95	$ 9,500	$ 195	$ 19,500	$ 250	$ 25,000
16	Valve Box Height Adjust, up to 1' Deep (Pavement)	Ea	100	$ 125	$ 12,500	$ 395	$ 39,500	$ 1,000	$ 100,000
17	Miscellaneous Work	Hour	100	$ 235	$ 23,500	$ 395	$ 39,500	$ 450	$ 45,000
	LARGE VALVE & OPERATING NUT REPAIR								
18	Mobilization, Large Valve & Operating Nut Repair	Ea	1	$ 2,000	$ 2,000	$ 3,550	$ 3,550	$ 15,000	$ 15,000
19	Removal of Gears	Day	3	$ 3,500	$ 10,500	$ -	$ -	$ 5,000	$ 15,000
20	Re-installation of Gears	Day	3	$ 3,500	$ 10,500	$ -	$ -	$ 5,000	$ 15,000
21	Replace Missing/Damaged Operating Nuts	Ea	50	$ 850	$ 42,500	$ 595	$ 29,750	$ 500	$ 25,000
				TOTAL	$ 273,950	**TOTAL**	$ 389,993	**TOTAL**	$ 861,550

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

				Hydromax USA		M.E. Simpson		Superior Excavating	
YEAR 2	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	VALVE ASSESSMENT								
1	Mobilization Valve Assessment	Ea	1	$ 2,587.50	$ 2,587.50	$ 3,550.00	$ 3,550.00	$26,250.00	$ 26,250.00
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$ 67.28	$ 49,114.40	$ 99.00	$ 72,270.00	$ 263.00	$ 191,990.00
3	Valve Assessment, 16" Diameter	Ea	30	$ 155.25	$ 4,657.50	$ 129.00	$ 3,870.00	$ 289.00	$ 8,670.00
4	Valve Assessment, 20" Diameter	Ea	1	$ 207.00	$ 207.00	$ 198.00	$ 198.00	$ 315.00	$ 315.00
5	Valve Assessment, 24" Diameter	Ea	5	$ 207.00	$ 1,035.00	$ 198.00	$ 990.00	$ 368.00	$ 1,840.00
6	Valve Assessment, 30" Diameter	Ea	5	$ 362.25	$ 1,811.25	$ 248.00	$ 1,240.00	$ 420.00	$ 2,100.00
7	Valve Cannot Locate	Ea	150	$ 56.93	$ 8,539.50	$ 99.00	$ 14,850.00	$ 210.00	$ 31,500.00
8	Confined Space Entry	Ea	5	$ 258.75	$ 1,293.75	$ 395.00	$ 1,975.00	$ 263.00	$ 1,315.00
9	Minor Repairs (bolt tightening and repalcement,	Hour	50	$ 243.23	$ 12,161.50	$ 395.00	$ 19,750.00	$ 473.00	$ 23,650.00
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$ 62.10	$ 74,520.00	$ 99.00	$ 118,800.00	$ 263.00	$ 315,600.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$ 98.33	$ 1,474.95	$ 295.00	$ 4,425.00	$ 263.00	$ 3,945.00
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$ 258.75	$ 3,881.25	$ 395.00	$ 5,925.00	$ 1,050.00	$ 15,750.00
13	Valve Box Re-Alignment, >1'to 3' Deep (Non	Ea	15	$ 129.38	$ 1,940.70	$ 295.00	$ 4,425.00	$ 473.00	$ 7,095.00
14	Valve Box Re-Alignment, >1'to 3' Deep (Pavement)	Ea	15	$ 362.25	$ 5,433.75	$ 395.00	$ 5,925.00	$ 1,575.00	$ 23,625.00
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$ 98.33	$ 9,833.00	$ 195.00	$ 19,500.00	$ 263.00	$ 26,300.00
16	Valve Box Height Adjust, up to 1' Deep (Pavement)	Ea	100	$ 129.38	$ 12,938.00	$ 395.00	$ 39,500.00	$ 1,050.00	$ 105,000.00
17	Miscellaneous Work	Hour	100	$ 243.23	$ 24,323.00	$ 395.00	$ 39,500.00	$ 473.00	$ 47,300.00
	LARGE VALVE & OPERATING NUT REPAIR								
18	Mobilization, Large Valve & Operating Nut Repair	Ea	1	$ 2,070.00	$ 2,070.00	$ 3,550.00	$ 3,550.00	$15,750.00	$ 15,750.00
19	Removal of Gears	Day	3	$ 3,622.50	$ 10,867.50	$ -	$ -	$ 5,250.00	$ 15,750.00
20	Re-installation of Gears	Day	3	$ 3,622.50	$ 10,867.50	$ -	$ -	$ 5,250.00	$ 15,750.00
21	Replace Missing/Damaged Operating Nuts	Ea	50	$ 879.75	$ 43,987.50	$ 595.00	$ 29,750.00	$ 525.00	$ 26,250.00
				TOTAL	**$ 283,544.55**	**TOTAL**	**$ 389,993.00**	**TOTAL**	**$ 905,745.00**

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

				Hydromax USA		M.E. Simpson		Superior Excavating	
YEAR 3	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	VALVE ASSESSMENT								
1	Mobilization Valve Assessment	Ea	1	$ 2,678.06	$ 2,678.06	$ 3,700.00	$ 3,700.00	$27,563.00	$ 27,563.00
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$ 69.63	$ 50,829.90	$ 110.00	$ 80,300.00	$ 277.00	$ 202,210.00
3	Valve Assessment, 16" Diameter	Ea	30	$ 160.68	$ 4,820.40	$ 155.00	$ 4,650.00	$ 304.00	$ 9,120.00
4	Valve Assessment, 20" Diameter	Ea	1	$ 214.25	$ 214.25	$ 210.00	$ 210.00	$ 331.00	$ 331.00
5	Valve Assessment, 24" Diameter	Ea	5	$ 214.25	$ 1,071.25	$ 210.00	$ 1,050.00	$ 387.00	$ 1,935.00
6	Valve Assessment, 30" Diameter	Ea	5	$ 374.93	$ 1,874.65	$ 260.00	$ 1,300.00	$ 441.00	$ 2,205.00
7	Valve Cannot Locate	Ea	150	$ 58.92	$ 8,838.00	$ 110.00	$ 16,500.00	$ 221.00	$ 33,150.00
8	Confined Space Entry	Ea	5	$ 267.81	$ 1,339.05	$ 410.00	$ 2,050.00	$ 277.00	$ 1,385.00
9	Minor Repairs (bolt tightening and repalcement,	Hour	50	$ 251.74	$ 12,587.00	$ 410.00	$ 20,500.00	$ 497.00	$ 24,850.00
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$ 64.27	$ 77,124.00	$ 110.00	$ 132,000.00	$ 277.00	$ 332,400.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$ 101.77	$ 1,526.55	$ 310.00	$ 4,650.00	$ 277.00	$ 4,155.00
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$ 267.81	$ 4,017.15	$ 415.00	$ 6,225.00	$ 1,103.00	$ 16,545.00
13	Valve Box Re-Alignment, >1'to 3' Deep (Non	Ea	15	$ 133.90	$ 2,008.50	$ 310.00	$ 4,650.00	$ 497.00	$ 7,455.00
14	Valve Box Re-Alignment, >1'to 3' Deep (Pavement)	Ea	15	$ 374.93	$ 5,623.95	$ 415.00	$ 6,225.00	$ 1,654.00	$ 24,810.00
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$ 101.77	$ 10,177.00	$ 210.00	$ 21,000.00	$ 277.00	$ 27,700.00
16	Valve Box Height Adjust, up to 1' Deep (Pavement)	Ea	100	$ 133.90	$ 13,390.00	$ 415.00	$ 41,500.00	$ 1,103.00	$ 110,300.00
17	Miscellaneous Work	Hour	100	$ 251.74	$ 25,174.00	$ 415.00	$ 41,500.00	$ 497.00	$ 49,700.00
	LARGE VALVE & OPERATING NUT REPAIR								
18	Mobilization, Large Valve & Operating Nut Repair	Ea	1	$ 2,142.45	$ 2,142.45	$ 3,700.00	$ 3,700.00	$16,538.00	$ 16,538.00
19	Removal of Gears	Day	3	$ 3,749.29	$ 11,247.87	$ -	$ -	$ 5,513.00	$ 16,539.00
20	Re-installation of Gears	Day	3	$ 3,749.29	$ 11,247.87	$ -	$ -	$ 5,513.00	$ 16,539.00
21	Replace Missing/Damaged Operating Nuts	Ea	50	$ 910.54	$ 45,527.00	$ 620.00	$ 31,000.00	$ 552.00	$ 27,600.00
				TOTAL	**$ 293,458.90**	**TOTAL**	**$ 422,710.00**	**TOTAL**	**$ 953,030.00**

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

				Hydromax USA		M.E. Simpson		Superior Excavating	
YEAR 4	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	VALVE ASSESSMENT								
1	Mobilization Valve Assessment	Ea	1	$ 2,771.79	$ 2,771.79	$ 3,700.00	$ 3,700.00	$28,942.00	$ 28,942.00
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$ 72.07	$ 52,611.10	$ 110.00	$ 80,300.00	$ 291.00	$ 212,430.00
3	Valve Assessment, 16" Diameter	Ea	30	$ 166.31	$ 4,989.30	$ 155.00	$ 4,650.00	$ 320.00	$ 9,600.00
4	Valve Assessment, 20" Diameter	Ea	1	$ 221.74	$ 221.74	$ 210.00	$ 210.00	$ 348.00	$ 348.00
5	Valve Assessment, 24" Diameter	Ea	5	$ 221.74	$ 1,108.70	$ 210.00	$ 1,050.00	$ 407.00	$ 2,035.00
6	Valve Assessment, 30" Diameter	Ea	5	$ 388.05	$ 1,940.25	$ 260.00	$ 1,300.00	$ 464.00	$ 2,320.00
7	Valve Cannot Locate	Ea	150	$ 60.98	$ 9,147.00	$ 110.00	$ 16,500.00	$ 233.00	$ 34,950.00
8	Confined Space Entry	Ea	5	$ 277.18	$ 1,385.90	$ 410.00	$ 2,050.00	$ 291.00	$ 1,455.00
9	Minor Repairs (bolt tightening and repalcement,	Hour	50	$ 260.55	$ 13,027.50	$ 410.00	$ 20,500.00	$ 522.00	$ 26,100.00
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$ 66.52	$ 79,824.00	$ 110.00	$ 132,000.00	$ 291.00	$ 349,200.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$ 105.33	$ 1,579.95	$ 310.00	$ 4,650.00	$ 291.00	$ 4,365.00
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$ 277.18	$ 4,157.70	$ 415.00	$ 6,225.00	$ 1,159.00	$ 17,385.00
13	Valve Box Re-Alignment, >1'to 3' Deep (Non	Ea	15	$ 138.59	$ 2,078.85	$ 310.00	$ 4,650.00	$ 522.00	$ 7,830.00
14	Valve Box Re-Alignment, >1'to 3' Deep (Pavement)	Ea	15	$ 388.05	$ 5,820.75	$ 415.00	$ 6,225.00	$ 1,737.00	$ 26,055.00
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$ 105.33	$ 10,533.00	$ 210.00	$ 21,000.00	$ 291.00	$ 29,100.00
16	Valve Box Height Adjust, up to 1' Deep (Pavement)	Ea	100	$ 138.59	$ 13,859.00	$ 415.00	$ 41,500.00	$ 1,159.00	$ 115,900.00
17	Miscellaneous Work	Hour	100	$ 260.55	$ 26,055.00	$ 415.00	$ 41,500.00	$ 522.00	$ 52,200.00
	LARGE VALVE & OPERATING NUT REPAIR								
18	Mobilization, Large Valve & Operating Nut Repair	Ea	1	$ 2,217.44	$ 2,217.44	$ 3,700.00	$ 3,700.00	$17,365.00	$ 17,365.00
19	Removal of Gears	Day	3	$ 3,880.51	$ 11,641.53	$ -	$ -	$ 5,789.00	$ 17,367.00
20	Re-installation of Gears	Day	3	$ 3,880.51	$ 11,641.53	$ 3,900.00	$ 11,700.00	$ 5,789.00	$ 17,367.00
21	Replace Missing/Damaged Operating Nuts	Ea	50	$ 942.41	$ 47,120.50	$ 620.00	$ 31,000.00	$ 580.00	$ 29,000.00
				TOTAL	**$ 303,732.53**	**TOTAL**	**$ 434,410.00**	**TOTAL**	**$ 1,001,314.00**

CITY OF NOVI
Valve Exercising, Condition Assessment and Repair Program
Bid Tab 4/8/2021 1pm

				Hydromax USA		M.E. Simpson		Superior Excavating	
YEAR 5	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
	VALVE ASSESSMENT								
1	Mobilization Valve Assessment	Ea	1	$ 2,868.81	$ 2,868.81	$ 3,850.00	$ 3,850.00	$30,390.00	$ 30,390.00
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$ 74.59	$ 54,450.70	$ 115.00	$ 83,950.00	$ 306.00	$ 223,380.00
3	Valve Assessment, 16" Diameter	Ea	30	$ 172.13	$ 5,163.90	$ 165.00	$ 4,950.00	$ 336.00	$ 10,080.00
4	Valve Assessment, 20" Diameter	Ea	1	$ 229.50	$ 229.50	$ 220.00	$ 220.00	$ 366.00	$ 366.00
5	Valve Assessment, 24" Diameter	Ea	5	$ 229.50	$ 1,147.50	$ 220.00	$ 1,100.00	$ 428.00	$ 2,140.00
6	Valve Assessment, 30" Diameter	Ea	5	$ 401.63	$ 2,008.15	$ 275.00	$ 1,375.00	$ 488.00	$ 2,440.00
7	Valve Cannot Locate	Ea	150	$ 63.11	$ 9,466.50	$ 114.00	$ 17,100.00	$ 245.00	$ 36,750.00
8	Confined Space Entry	Ea	5	$ 286.88	$ 1,434.40	$ 430.00	$ 2,150.00	$ 306.00	$ 1,530.00
9	Minor Repairs (bolt tightening and repalcement,	Hour	50	$ 269.67	$ 13,483.50	$ 430.00	$ 21,500.00	$ 549.00	$ 27,450.00
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$ 68.85	$ 82,620.00	$ 115.00	$ 138,000.00	$ 306.00	$ 367,200.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$ 109.01	$ 1,635.15	$ 325.00	$ 4,875.00	$ 306.00	$ 4,590.00
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$ 286.88	$ 4,303.20	$ 435.00	$ 6,525.00	$ 1,217.00	$ 18,255.00
13	Valve Box Re-Alignment, >1'to 3' Deep (Non	Ea	15	$ 143.44	$ 2,151.60	$ 325.00	$ 4,875.00	$ 549.00	$ 8,235.00
14	Valve Box Re-Alignment, >1'to 3' Deep (Pavement)	Ea	15	$ 401.63	$ 6,024.45	$ 435.00	$ 6,525.00	$ 1,824.00	$ 27,360.00
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$ 109.01	$ 10,901.00	$ 220.00	$ 22,000.00	$ 306.00	$ 30,600.00
16	Valve Box Height Adjust, up to 1' Deep (Pavement)	Ea	100	$ 143.44	$ 14,344.00	$ 435.00	$ 43,500.00	$ 1,217.00	$ 121,700.00
17	Miscellaneous Work	Hour	100	$ 269.67	$ 26,967.00	$ 435.00	$ 43,500.00	$ 549.00	$ 54,900.00
	LARGE VALVE & OPERATING NUT REPAIR								
18	Mobilization, Large Valve & Operating Nut Repair	Ea	1	$ 2,295.05	$ 2,295.05	$ 3,850.00	$ 3,850.00	$18,234.00	$ 18,234.00
19	Removal of Gears	Day	3	$ 4,016.33	$ 12,048.99	$ -	$ -	$ 6,079.00	$ 18,237.00
20	Re-installation of Gears	Day	3	$ 4,016.33	$ 12,048.99	$ -	$ -	$ 6,079.00	$ 18,237.00
21	Replace Missing/Damaged Operating Nuts	Ea	50	$ 975.39	$ 48,769.50	$ 645.00	$ 32,250.00	$ 609.00	$ 30,450.00
				TOTAL	**$ 314,361.89**	**TOTAL**	**$ 442,095.00**	**TOTAL**	**$ 1,052,524.00**

CITY OF NOVI

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM

FEE PROPOSAL FORM

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

YEAR 1

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1	$2,500.00	$2,500.00
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$65.00	$47,450.00
3	Valve Assessment, 16" Diameter	Ea	30	$150.00	$4,500.00
4	Valve Assessment, 20" Diameter	Ea	1	$200.00	$200.00
5	Valve Assessment, 24" Diameter	Ea	5	$200.00	$1,000.00
6	Valve Assessment, 30" Diameter	Ea	5	$350.00	$1,750.00
7	Valve Cannot Locate	Ea	150	$55.00	$8,250.00
8	Confined Space Entry	Ea	5	$250.00	$1,250.00
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50	$235.00	$11,750.00
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$60.00	$72,000.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$95.00	$1,425.00
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$250.00	$3,750.00
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15	$125.00	$1,875.00
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15	$350.00	$5,250.00
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$95.00	$9,500.00
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100	$125.00	$12,500.00
17	Miscellaneous Work	Hr	100	$235.00	$23,500.00
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1	$2,000.00	$2,000.00
19	Removal of Gears	Day	3	$3,500.00	$10,500.00
20	Re-installation of Gears	Day	3	$3,500.00	$10,500.00
21	Replace Missing/Damaged Operating Nuts	Ea	50	$850.00	$42,500.00
				TOTAL PRICE	$273,950.00

YEAR 2

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1	$2,587.50	$2,587.50
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$67.28	$49,110.75
3	Valve Assessment, 16" Diameter	Ea	30	$155.25	$4,657.50
4	Valve Assessment, 20" Diameter	Ea	1	$207.00	$207.00
5	Valve Assessment, 24" Diameter	Ea	5	$207.00	$1,035.00
6	Valve Assessment, 30" Diameter	Ea	5	$362.25	$1,811.25
7	Valve Cannot Locate	Ea	150	$56.93	$8,538.75
8	Confined Space Entry	Ea	5	$258.75	$1,293.75
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50	$243.23	$12,161.25
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$62.10	$74,520.00
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$98.33	$1,474.88
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$258.75	$3,881.25
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15	$129.38	$1,940.63
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15	$362.25	$5,433.75
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$98.33	$9,832.50
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100	$129.38	$12,937.50
17	Miscellaneous Work	Hr	100	$243.23	$24,322.50
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1	$2,070.00	$2,070.00
19	Removal of Gears	Day	3	$3,622.50	$10,867.50
20	Re-installation of Gears	Day	3	$3,622.50	$10,867.50
21	Replace Missing/Damaged Operating Nuts	Ea	50	$879.75	$43,987.50
				TOTAL PRICE	$283,538.25

YEAR 3

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1	$2,678.06	$2,678.06
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$69.63	$50,829.63
3	Valve Assessment, 16" Diameter	Ea	30	$160.68	$4,820.51
4	Valve Assessment, 20" Diameter	Ea	1	$214.25	$214.25
5	Valve Assessment, 24" Diameter	Ea	5	$214.25	$1,071.23
6	Valve Assessment, 30" Diameter	Ea	5	$374.93	$1,874.64
7	Valve Cannot Locate	Ea	150	$58.92	$8,837.61
8	Confined Space Entry	Ea	5	$267.81	$1,339.03
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50	$251.74	$12,586.89
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$64.27	$77,128.20
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$101.77	$1,526.50
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$267.81	$4,017.09
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15	$133.90	$2,008.55
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15	$374.93	$5,623.93
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$101.77	$10,176.64
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100	$133.90	$13,390.31
17	Miscellaneous Work	Hr	100	$251.74	$25,173.79
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1	$2,142.45	$2,142.45
19	Removal of Gears	Day	3	$3,749.29	$11,247.86
20	Re-installation of Gears	Day	3	$3,749.29	$11,247.86
21	Replace Missing/Damaged Operating Nuts	Ea	50	$910.54	$45,527.06
				TOTAL PRICE	$293,462.09

YEAR 4

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1	$2,771.79	$2,771.79
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$72.07	$52,608.66
3	Valve Assessment, 16" Diameter	Ea	30	$166.31	$4,989.23
4	Valve Assessment, 20" Diameter	Ea	1	$221.74	$221.74
5	Valve Assessment, 24" Diameter	Ea	5	$221.74	$1,108.72
6	Valve Assessment, 30" Diameter	Ea	5	$388.05	$1,940.26
7	Valve Cannot Locate	Ea	150	$60.98	$9,146.92
8	Confined Space Entry	Ea	5	$277.18	$1,385.90
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50	$260.55	$13,027.44
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$66.52	$79,827.69
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$105.33	$1,579.92
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$277.18	$4,157.69
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15	$138.59	$2,078.85
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15	$388.05	$5,820.77
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$105.33	$10,532.82
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100	$138.59	$13,858.97
17	Miscellaneous Work	Hr	100	$260.55	$26,054.87
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1	$2,217.44	$2,217.44
19	Removal of Gears	Day	3	$3,880.51	$11,641.54
20	Re-installation of Gears	Day	3	$3,880.51	$11,641.54
21	Replace Missing/Damaged Operating Nuts	Ea	50	$942.41	$47,120.51
				TOTAL PRICE	$303,733.26

YEAR 5

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1	$2,868.81	$2,868.81
2	Valve Assessment, 8" to 12" Diameter	Ea	730	$74.59	$54,449.97
3	Valve Assessment, 16" Diameter	Ea	30	$172.13	$5,163.85
4	Valve Assessment, 20" Diameter	Ea	1	$229.50	$229.50
5	Valve Assessment, 24" Diameter	Ea	5	$229.50	$1,147.52
6	Valve Assessment, 30" Diameter	Ea	5	$401.63	$2,008.17
7	Valve Cannot Locate	Ea	150	$63.11	$9,467.06
8	Confined Space Entry	Ea	5	$286.88	$1,434.40
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50	$269.67	$13,483.40
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200	$68.85	$82,621.66
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15	$109.01	$1,635.22
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15	$286.88	$4,303.21
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15	$143.44	$2,151.61
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15	$401.63	$6,024.50
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100	$109.01	$10,901.47
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100	$143.44	$14,344.04
17	Miscellaneous Work	Hr	100	$269.67	$26,966.79
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1	$2,295.05	$2,295.05
19	Removal of Gears	Day	3	$4,016.33	$12,048.99
20	Re-installation of Gears	Day	3	$4,016.33	$12,048.99
21	Replace Missing/Damaged Operating Nuts	Ea	50	$975.39	$48,769.73
				TOTAL PRICE	$314,363.93

We acknowledge receipt of the following Addenda: N/A
(please indicate numbers)

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

Not applicable

COMMENTS: Not applicable

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company City of Houston
Address 7027 Ardmore Street, Houston, TX 77021
Phone (832) 395-4623 Contact name Michael Johnson

Company Metro Water Services
Address 1450 Lebanon Pike, Nashville, TN 37210
Phone (615) 862-4877 Contact name Felix Hernandez

Company Great Lakes Water Authority
Address 6425 Huber Street, Detroit, MI 48211
Phone (313) 799-0289 Contact name Todd King, P.E., BCEE

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) Hydromax USA LLC

Address 2790 Diesel Park Drive

City Saginaw State MI Zip 48601

Telephone (863) 398-9202 Fax (817) 887-2317

Representative's Name Andrew Apgar

Representative's Title Vice President

Authorized Signature Michael Farmer, Chief Financial Officer

E-mail andrew.apgar@hydromaxusa.com

Date 4/10/2025

CITY OF NOVI
VALVE EXERCISING, CONDITION
ASSESSMENT AND REPAIR PROGRAM

Please return this page with your bid form

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

1. **EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE:** ***OPTIONAL***

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit www.bidnetdirect.com website to view the entire list of participating agencies.

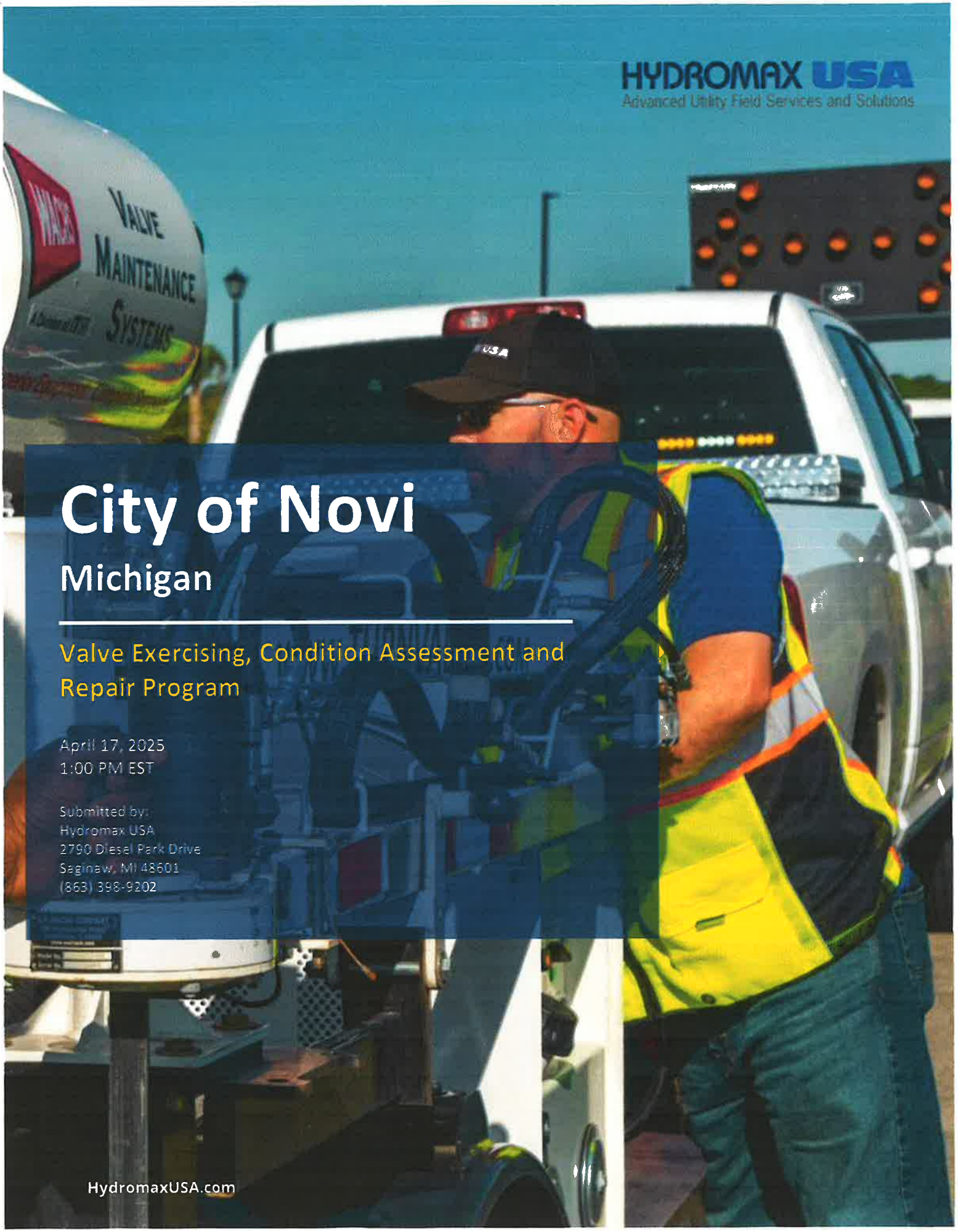
(X) If an award is made to Hydromax USA LLC, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

( ) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Contractor Signature: _____

Company Name: Hydromax USA LLC

Date: 4/10/2025



HYDROMAX USA
Advanced Utility Field Services and Solutions

City of Novi

Michigan

Valve Exercising, Condition Assessment and Repair Program

April 17, 2025
1:00 PM EST

Submitted by:
Hydromax USA
2790 Diesel Park Drive
Saginaw, MI 48601
(863) 398-9202

HydromaxUSA.com

April 10, 2025

Ms. Tracey Marzonie
Purchasing Accountant
City of Novi
Attn: Finance Department
45175 Ten Mile Road
Novi, MI 48375

RE: Request for Proposals (RFP) for Valve Exercising, Condition Assessment and Repair Program

Dear Tracey and Members of the Selection Committee,

On behalf of Hydromax USA, I am pleased to submit our qualifications and pricing for the Request for Proposal referenced above. We have completed a thorough review of the RFP, and fully understand and acknowledge all terms and conditions as set forth. Given the excellent qualifications of our team, extensive experience and expertise with similar valve assessment programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help the City of Novi implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give the City of Novi a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have **assessed more than 1.4 million valves and collected** and **collected over 95 million valuable GIS data points** working for water utility clients like Houston, Metro Water Nashville, Orange County Utilities, Raleigh, and Novi. Based upon a robust record of performance, our clients recognize that Hydromax USA brings an exceptional ability to meet their needs for advanced data collection and they select us again and again.

As an ESRI Silver Partner, we have **70+ full-time GIS professionals** in our Louisville Technology Center that specialize in data management, program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Our team looks forward to working with the City of Novi in the weeks and months ahead. Should you have any questions about the proposal, please contact our Program Lead, Andrew Apgar, at (863) 398.9202, or andrew.apgar@hydromaxusa.com.

Thank you for considering Hydromax USA.

Respectfully,

Shane Majetich

Vice President
Water & Wastewater Solutions

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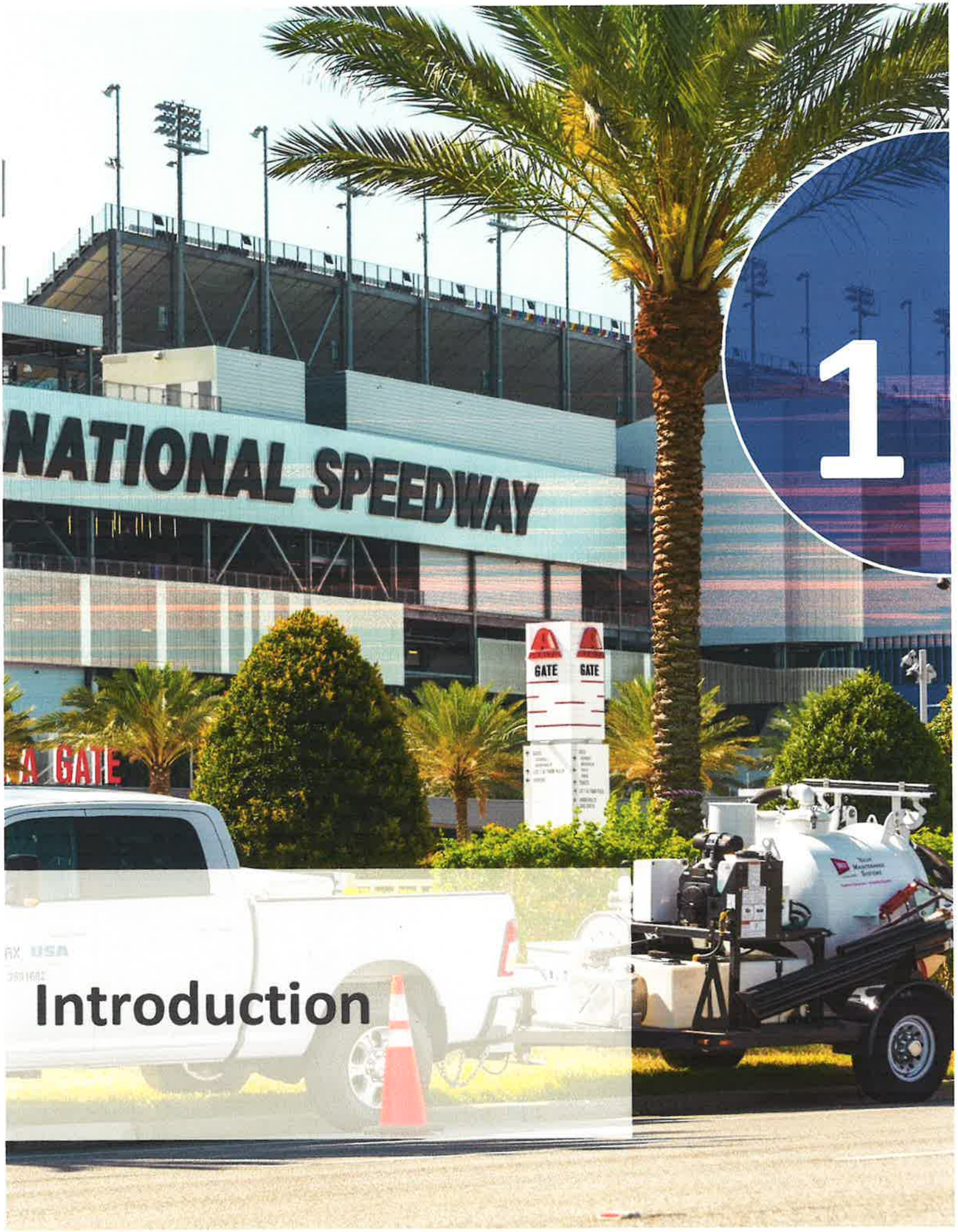
Fee Proposal Form

Required Documentation

The contents of this submittal are confidential and may contain proprietary or sensitive information. This document shall not be shared, distributed, or disclosed to parties outside of the City of Novi without prior written consent from Hydromax USA. If disclosure is required, Hydromax USA must be given the opportunity to review and redact sections as necessary.



1

Introduction

1. INTRODUCTION

A brief introduction shall include the following information:

1. Name of Contractor
2. Office Address (within 100 miles of CITY)
3. Office Telephone number
4. 24-hr. emergency telephone number
5. Fax number
6. Name of contact person

Firm Overview & Financial Strength

Hydromax USA LLC, headquartered in Flower Mound, Texas, has been a trusted industry leader for **over 21 years**. The company is owned by Industrial Group Partners, a San Francisco-based private investment partnership that has raised over **$3.4 billion** in capital since its inception in 1997.

Hydromax USA's strong financial foundation is supported by a consistent track record of performance and strategic investments in innovative technologies and infrastructure solutions. This stability enables the company to confidently deliver large-scale projects, foster long-term partnerships, and continually expand its capabilities across utility and municipal markets. With disciplined financial management and a commitment to safety and operational excellence, Hydromax USA is well-positioned to meet the evolving needs of clients like the City of Novi while driving sustainable growth and resilience in a dynamic industry.

Corporate Headquarters:
3700 River Walk Drive, Suite 145, Flower Mound, Texas 75028

Michigan Operations Center *(within 100 miles of the City of Novi)*:
2790 Diesel Park Drive
Saginaw, MI 48601

Corporate Officers:
Chris Jensen, Chief Executive Officer
Michael Farmer, Chief Financial Officer

Program Lead:
Andrew Apgar, Vice President
2790 Diesel Park Drive
Saginaw, MI 48601
(P): 863.398.9202
(F): 817.887.2317
(E): andrew.apgar@hydromaxusa.com
24-hour emergency telephone: 714.404.3044

Firm Qualifications

Since our founding in 2003, Hydromax USA has earned a reputation for helping water and wastewater utilities enhance operational efficiency, protect critical infrastructure, and optimize resource allocation. Our innovative solutions and dedicated team are committed to delivering reliable, essential services that empower communities to thrive.

We bring unparalleled expertise to this project, backed by a proven track record on similar projects.

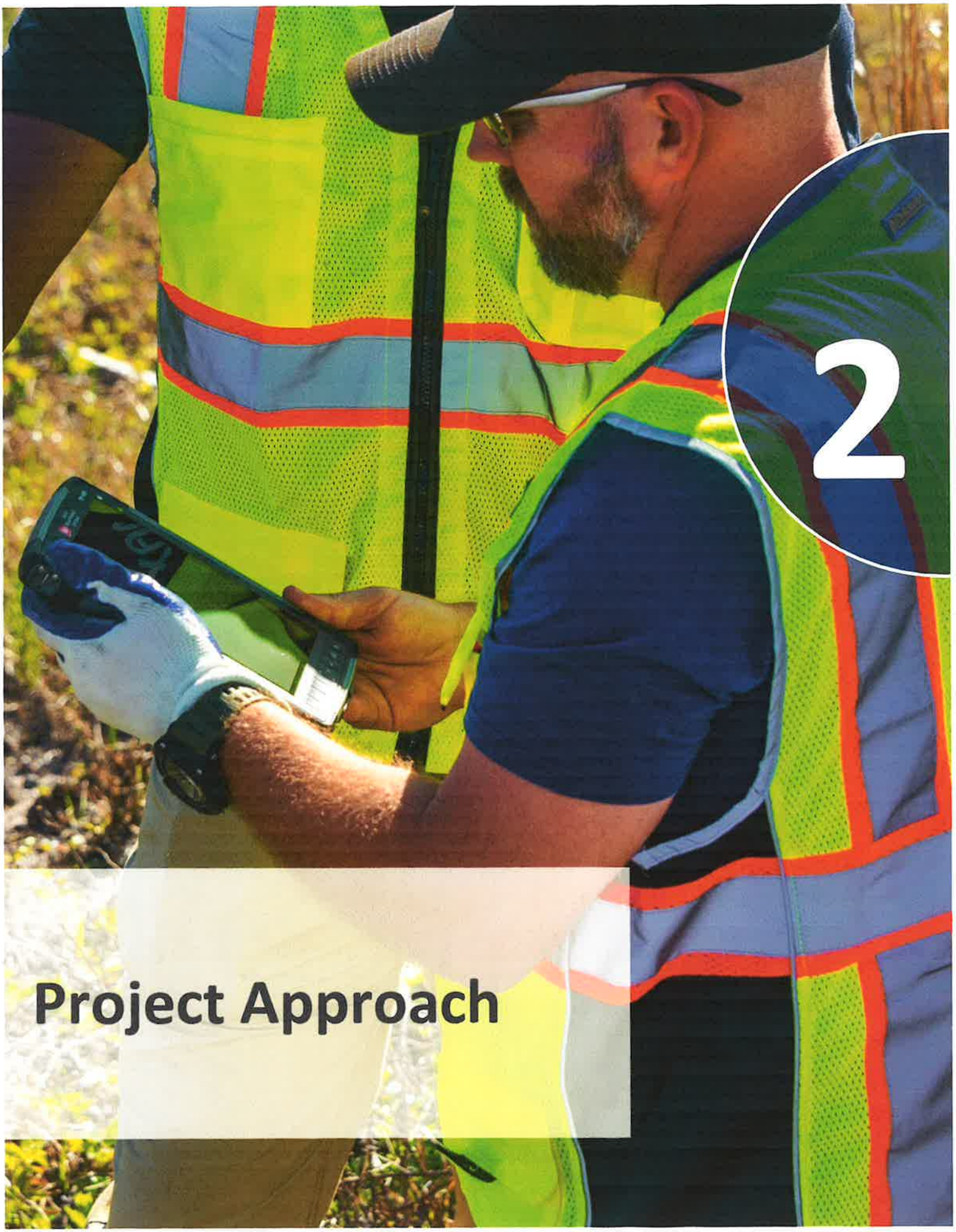
- **Comprehensive Experience:** Our crews bring unmatched expertise, having assessed over 1.4 million valves, tested and maintained more than 500,000 fire hydrants, flushed over 50,000 miles of pipelines, completed nearly 50,000 test-cuts and shutdowns, and collected more than 95 million data points. We've delivered proven results for leading utilities such as **Houston Water**, **Nashville Metro Water Services**, and **Orange County Utilities**. These project references highlight our ability to enhance valve and hydrant operability, implement effective unidirectional flushing (UDF) programs, and leverage industry-leading GIS tools and project management dashboards to ensure successful execution and measurable outcomes.
- **Regional Project Expertise:** Our crews are intimately familiar with performing work in Michigan, having supported similar valve exercising, condition assessment and repair programs for the **City of Novi** and **Great Lakes Water Authority**. We can leverage our regional project experience to ensure Novi's program is a success.
- **Value-Added Advanced Capabilities:** In addition to valve assessment, fire hydrant testing and maintenance, and UDF/flushing services, we provide comprehensive expertise in pipeline condition assessment, leak detection, sanitary sewer evaluation surveys, and multi-sensor inspections. These services deliver a holistic understanding of buried infrastructure to support informed, strategic decision-making.
- **Data-Driven Solutions:** As an Esri Silver Partner, our 70+ full-time GIS professionals specialize in client information management, program analytics, and customized reporting. Our proven processes for progress tracking, risk management, and quality assurance ensure seamless project execution.
- **Infrastructure Repair Expertise:** Hydromax USA brings extensive experience in valve repairs, including valve raising, realignment, and operating nut replacements.
- **Construction Management Support Capabilities:** Our team recently supported major infrastructure projects for the City of Houston, including replacement of a 36-inch WWTP check valve, repair of a 42-inch plug valve, and actuator replacements for 42-inch and 48-inch valves.
- **Industry Network:** Hydromax USA has long-standing relationships with key industry and technology leaders, like Esri, Gutermann, and ITW, helping to ensure that we leverage new technologies, bring additional value-added solutions, and respond quickly and effectively to project needs.

As part of this program, Hydromax USA will provide trained crews, vehicles, and equipment, bolstered by proven processes and tools to deliver the following services in support of Novi's goals and objectives:

- Locate and perform thorough valve assessments following AWWA M44 guidelines to locate assets, optimize system valve performance, minimize service disruptions, mitigate risks, reduce valve O&M costs, and extend asset life.

- Provide a complete and comprehensive report of each valve exercised/assessed specifically focusing on those that need preventative maintenance and/or repairs.
- Complete repairs as directed.
- Provide a comprehensive, web-hosted project management dashboard offering real-time updates and actionable insights to enhance CMMS database for continuing maintenance activities.

The City of Novi can trust Hydromax USA to deliver exceptional outcomes through our unwavering commitment to safety, quality, reliability, and innovation. We are excited about the opportunity to partner with the City of Novi to support its infrastructure goals and drive long-term system performance.



2

Project Approach

2. PROJECT APPROACH

This section should include the following:

1. A description of the firm's thorough understanding of the scope of the project.
2. An overall account of the philosophy and methods the Contractor will utilize to successfully complete this project.
3. A detailed outline of the tasks associated with each element of the scope of services described above including any additional tasks that the Contractor may choose to identify.
4. A description of potential problems to be expected and the possible techniques to be employed for solving these problems.

PROJECT UNDERSTANDING

The City of Novi seeks a service provider to inspect, exercise, and report on valve conditions, completing repairs as needed. This five-year program will cover 20% of the water system annually. Under this program, Hydromax USA will:

1. Locate and perform valve exercising on all distribution system valves.
2. Complete a full, thorough assessment of the valve's condition.
3. Provide a complete and comprehensive report of each valve exercised/assessed specifically focusing on those that need preventative maintenance and/or repairs.
4. Complete repairs as directed.

The scope of work for this program includes essential tasks such as pre-project planning, stakeholder communication, valve locating, assessment, exercising, repair, and reporting. Ensuring safety during confined space operations, when required, is critical to the program's success.

PHILOSOPHY AND METHODS

Hydromax USA will utilize a comprehensive approach designed to support Novi in assessing critical infrastructure, enhancing system performance, reducing operational costs, and strengthening community and stakeholder trust. This program integrates best practices from AWWA standards, robust project management tools, and proactive communications to achieve operational excellence and long-term asset sustainability. Hydromax USA will perform all services in accordance with AWWA Manual M44 (Valves) and perform repair and miscellaneous services as required in the RFP, including:

- Locating and verifying system valves.
- Assessing valve operability and condition.
- Identifying performance deficiencies and recommending corrective actions. An instant notification system will be used to provide alerts for all inoperable or found closed valves. Our system can provide simultaneous alerts for up to 10 points of contact within the City of Novi.
- Supporting valve maintenance prioritization to reduce O&M costs and extend asset life.
- Documenting assessment data for Novi's capital renewal plan.

PRE-PROGRAM TASKS

Hydromax USA will determine Novi's desired geographical or hierarchical approach for initial program implementation. This will include developing a schedule and plan to maintain appropriate levels of staffing to ensure the timely completion of all assessment program milestones within budget.

1. Hydromax USA will conduct a kick-off meeting with the City to cover the goals of the project, project schedules, better understand the operational characteristics of the distribution system such as problem areas prone to poor fire flow, age of pipe, and pressure problems in the distribution system. This will allow for a greater understanding of how the distribution system is functioning, establish expectations for all parties, and allow priorities to be assigned to segments of the work and outline work procedures.
2. Hydromax USA will provide detailed, written valve exercising processes that will be used by Hydromax USA's field crew that will include torque limits for every valve type and size anticipated in the scope of this project.
3. Hydromax USA will prepare a proposed Valve Exercising, Condition Assessment and Repair Project Schedule.

PROGRAM TASKS

A daily report will be provided summarizing the work completed, and any noteworthy information will be highlighted.

Valve Locating

1. Hydromax USA understands the City will provide reference geodatabase (.gdb) files to assist in location and identification of known features. Additional GIS information will be made available as requested.
2. Once located, the valve boxes or valve vault covers, and adjacent curbs will be painted with an environmentally formulated precautionary blue paint for future identification (paint provided by Hydromax USA).
3. All located water valves will be exercised and assessed as a part of the program unless specifically directed not to do so by the Water & Sewer Manager.
4. For valves that cannot be located initially, a search will be conducted to locate the valve for up to 15 minutes. If it cannot be located after that search, it will be considered a 'Valve Cannot Locate'. Hydromax USA will return to complete the assessment once the valve has been located by Novi.

Valve Assessment Tasks

The valve condition assessment will essentially consist of the following elements:

1. A thorough visual inspection of the valve body and valve structure will be executed. The condition assessment will be conducted from ground level and is intended to discover discrepancies and deficiencies with the valve.
2. Valve vaults will be pumped out if needed, and the valve body, bonnet, and operating nut area will be cleaned and clearly visible. To provide this service, Hydromax USA will need to provide crews with a water pump and a means to clean the valve body.
3. No valve will to be exercised if deteriorated or missing bonnet bolts are observed until bolts have been replaced as necessary.

4. A visual inspection of the packing gland for all 30" and 36" valves will be completed. This will require a confined space entry.

Valve Exercising Tasks

The valve exercising will comply with the City of Novi's requirements and consist of the following elements:

1. Hydromax USA will report each morning (or per request of the City), to the assigned City personnel and cover what areas will be covered the current day.
2. Each valve located will be exercised to such an extent as to ensure its ability to operate through its full range of "turns" or complete revolutions upon demand.
3. Hydromax USA will first attempt to operate each of the valves manually. If a valve cannot be started manually, the Water & Sewer Manager will be contacted for further direction.
4. Valves greater than 16" will be exercised following notification of the Water & Sewer Manager for each instance.
5. Valves will be exercised with the minimum torque required to prevent valve damage.
6. If a valve fails to cycle at the set torque limit, the exercise process for that valve will stop immediately. Additional torque may be applied to the valve as directed by the Water & Sewer Manager (with input from Hydromax USA). Additional effort required to free the valve will be per the direction of the Water & Sewer Manager and will be considered 'Miscellaneous Work'.
7. During initial valve closure, the valve will be turned no more than five (5) turns before turn direction is reversed to two (2) turns, thus allowing the threads of the stem and gate to free itself. This closure and partial reversal process will be repeated until the valve has achieved full closure.
8. Valves will be exercised from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through a minimum of three (3) consecutive ranges of operations. Then, the top and bottom operation range will be additionally exercised an additional three (3) times.
9. Valve boxes with debris will be cleaned out by Hydromax USA to facilitate proper exercising (15 minutes or less).
    a. For valve boxes requiring heavy cleaning (15 minutes or more) the Water & Sewer Manager can be contacted to determine whether Hydromax USA or Novi should continue the cleaning.
10. After the valve is exercised, Hydromax USA will verify that the valve is not leaking. Hydromax USA will check either visually, if appropriate, or with an electronic listening device if the valve is located within a valve box.
11. Hydromax USA will immediately notify the Water & Sewer Manager of any valves found leaking, closed, broken, or if any unsafe conditions are observed.

Valve Repairing Tasks

The valve exercising consists of the following elements:

1. All potential valve repairs identified will be brought to the attention of the Water & Sewer Manager.

2. If a repair would like to be pursued by the City, Hydromax USA will provide a written quote for the work for review and approval by the City.

POST-PROGRAM TASKS

1. A final report (one (1) digital file) will be prepared for the City at the completion of the program which will include:
    a. Each valve that is exercised and/or assessed will be documented with the following information:
        i. Valve asset ID
        ii. Size
        iii. Type (gate/butterfly)
        iv. Operating nut depth
        v. Enclosure type (vault or box)
        vi. Number of turns to achieve full closure
        vii. Direction of closure
        viii. Valve position at start and completion of work
        ix. Torque Rating
        x. Date exercised and condition assessment performed
        xi. Valve structure discrepancies or deficiencies
        xii. Valve body discrepancies or deficiencies
        xiii. Any mapping errors
        xiv. Detailed description of any repairs completed
2. Hydromax USA will submit a final report to the City within thirty (30) working days of the completion of the project.

PROJECT MANAGEMENT SUPPORT

Hydromax USA employs a critical path project approach utilizing PMI principles and philosophies. This comprehensive approach is not just employed by the project manager who owns it, but each member of the support team and field crew to provide superior valve assessment service. This is designed to ensure a continuum of the following:

- Management of key decisions and milestones during this project.
- Preparation of initial project development plan (including the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives)
- Coordination of communications and meetings with Novi as needed or requested to review technical concepts and alternatives, gathering staff feedback, and coordinating activities with the project team.
- Oversight of the execution and development of the project deliverables.

PROJECT SCHEDULING & PROGRESS REPORTING

Hydromax USA will prepare a formal project schedule for review and approval by Novi. Hydromax USA uses two primary methods to communicate project planning and project management. Project plans are formally prepared

using MS Project and distributed to the project team for approval and coordination. If the project includes geographic assignments, the project schedule is updated to include this information for stakeholders inside and outside the municipality. Often this information is communicated to customer service to address customer questions regarding Hydromax USA staff field personnel performing assigned activities.

DATA MANAGEMENT

The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and Novi. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the "data-model." This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for Novi to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Novi to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Novi's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Novi's enterprise GIS.

DATA DELIVERABLE QUALITY ASSURANCE & QUALITY CONTROL

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax USA for field inspections of water features. Hydromax USA will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to Novi.

Data delivered from the field is processed through Hydromax USA's standardized QA/QC scripts to evaluate data against established HUSA program queries for valve hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.
- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

PROJECT CHALLENGES AND RISKS

Valve assessments are critical components of water system maintenance and asset management. But these activities also come with a range of operational, safety, compliance, and reputational risks. That's why partnering with an experienced contractor like Hydromax USA—equipped with dedicated in-house crews, specialized tools, and state-of-the-art equipment—is critical to ensuring project success while minimizing costly disruptions and liabilities.

Risk Area	Description	Mitigation
Valve Failure or Inoperability	Aging or neglected valves may be seized, broken, or nonfunctional and impact system perform and limit emergency isolation capabilities	Hydromax USA's skilled crews can quickly identify and troubleshoot inoperable assets to mitigate downtime and sequence activities to maintain system integrity.
Inaccurate or Outdated System Data	Incomplete mapping or incorrect asset locations can disrupt operations and increase labor costs.	Hydromax USA's experienced teams leverage field verification, GPS mapping, and GIS integration to correct data discrepancies and build accurate asset inventories for future planning.
Pressure Transients and Water Hammer	Improper valve operation or rapid flow changes during system flushing can cause damaging pressure surges or main breaks.	Our seasoned professionals understand hydraulic behavior and use proven techniques to minimize pressure transients, protect infrastructure, and maintain water quality.
Safety Hazards for Field Crews	Traffic exposure, confined spaces, and heavy manual operations create serious safety concerns.	Hydromax USA maintains a rigorous safety program, trains crews extensively, and deploys the right tools (e.g., valve exercisers, traffic control setups, PPE, etc.) to protect workers and the public.
Exposing Hidden Infrastructure Weaknesses	Flushing and valve operation can reveal corrosion, weak joints, or failing mains.	Hydromax USA's crews are trained to spot early warning signs, document findings thoroughly, and recommend follow-up repairs — helping utilities prioritize capital improvements based on real-world conditions.
Project Delays and Costs	Unforeseen asset failures or inefficient workflows can inflate timelines and budgets.	Hydromax USA brings efficient processes, proactive problem-solving, and realistic scheduling to keep projects on track and within budget.

WEB-BASED PROJECT MANAGEMENT DASHBOARD

Hydromax USA will provide a web-based application capable of providing the Utility with the following real-time program metrics and information. Our dashboard is a comprehensive, web-hosted platform designed to provide real-time updates and actionable insights from field assessments of valves and fire hydrants. This platform will integrate the Utility's initial asset data with data collected during the assessment program, enabling seamless visualization and interaction with specific assets through various dashboard elements. The data platform will provide field technicians with a QC embedded data collection interface to ensure quality of the data and will provide the Utility with understandable metrics and project health statistics, supporting informed decision-making and proactive management.

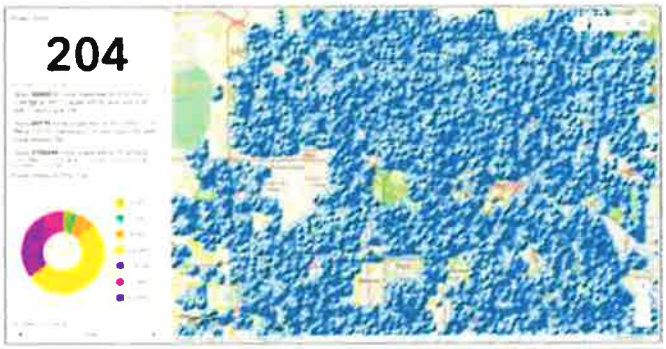
Web-Based Program Dashboard

Key Dashboard Features:

- Progress Tracking: Detailed summary of expected appurtenances throughout the program, as well as actual inspections performed.
- Aggregated Operational Data: Compilation and display of information regarding the operating condition and other relevant operational data of assets assessed by the service provider.
- Interactive Asset View: Capability to view the location and attributes of individual assets or groups of assets interactively.
- Year-over-Year Assessment Comparison: Tools to compare assessment data year-over-year to track changes in the system over time.
- Spatial Work Assignment: Ability for Utility to assign work through a spatial selection process within the application.
- Multimedia Content Delivery: Feature-driven multimedia content delivery for appurtenance information, enhancing the visualization and understanding of asset data.
- Export Capabilities: Functionality to export asset information on demand for external use and reporting.

- Digital Pairing Display for Hydrant Testing: For two-hydrant M-17 fire hydrant testing and maintenance, the dashboard will display planned digital pairings of hydrants before field work execution.

Key Features for Valves:

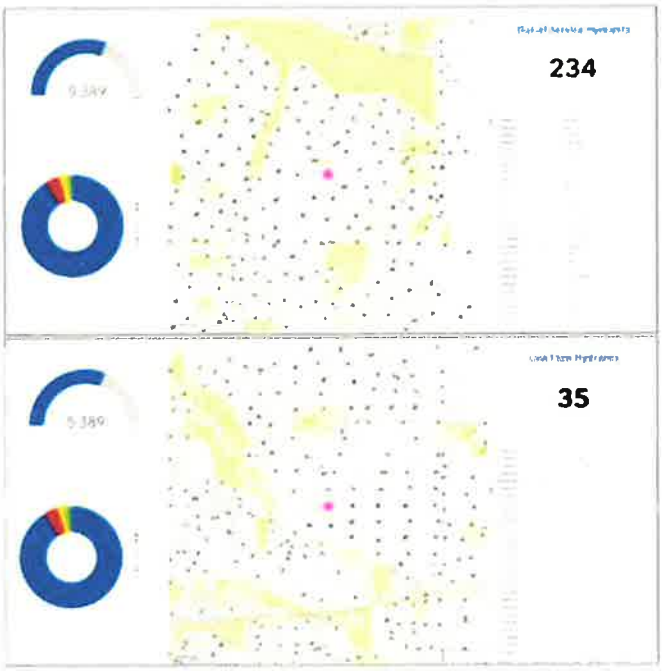


- Tachometer: Displays the number of valves assessed to date against the total assigned to the project, providing a clear overview of progress.
- Pie Chart: Reflects the percentage of system assets by accessibility and types of asset operability.
- Bar Chart: Shows the number of assets assessed by valve size, offering detailed insights into system assessments completed.
- Operability Issues: Details the total and specific types of operability issues encountered, such as frozen valves, damaged operating nuts, and spin-free valves that require replacement due to internal damage.
- Accessibility Issues: Lists assets that cannot be accessed due to various reasons, such as the need for valve raising, valve box realignment, or being paved over.
- Torque Measurements: Provides a histogram of initial and ending torque measurements for assessed valves, demonstrating improved operability resulting from our program.
- Closed Valves: Indicates valves found closed in the system and whether they were reopened or left closed, which can impact water distribution efficiency and water quality.

Key Features for Fire Hydrants:

- Tachometer: Represents the number of hydrants assessed to date.
- Pie Chart: Displays the operability status of hydrants.
- Out of Service Hydrants: Provides specific information on hydrants that are out of service and the required repairs, which is crucial for ensuring availability for firefighters.
- System Pressures and GPM: Includes a histogram of system pressures and GPM from flowed hydrants.
- Accessibility Issues: Identifies hydrants that were inaccessible, could not be located, or need raising for proper operation.
- Low Flow Hydrants: Highlights hydrants with flow below 20 psi, indicating potential closed valves in the system and increased water contamination risk.

DATA MANAGEMENT



The critical aspects to this project are the field collection, management, and sharing of asset data between the field crews and the Hydromax USA GIS team and the replication of collected data between Hydromax USA and the Utility. To ensure smooth, low impact, data deliverables Hydromax USA will hold GIS data alignment meeting to obtain and review the current water database structure, also known as the "data-model." This review will focus on Hydromax USA's internal data workflow processes and identifying possible data-model revision recommendations for Utility to consider prior to the beginning of field operations.

Hydromax USA is flexible regarding project data deliverables and will work with Utility to determine the most efficient delivery format. We provide a Personal Geodatabase deliverable that can be reviewed in ArcMap prior to migrating this data into Utility's enterprise GIS. Manual or Model-builder geoprocessing tools can then be employed to append deliverable data in Utility's enterprise GIS.

Data Deliverable Quality Assurance & Quality Control

Hydromax USA's Quality Assurance Program is a formal methodology designed to assess and continually monitor the quality of services provided to ensure the services are within specifications of the contract scope. Our quality assurance includes formal review of processed and data, problem identification, corrective actions to remedy any deficiencies and evaluation of actions taken.

Quality Control involves defining the standard means and methods that data will be captured and then reviewed for accuracy. This includes automated tests for adherence to domain values, maintaining integrity of database schemas, and validating data based on best practices established by Hydromax for field inspections of water features. Hydromax will perform these tests as a combination of programmatic geoprocessing tools and manual review prior to submission to the Utility.

Data delivered from the field is processed through Hydromax USA's standardized QA/QC scripts to evaluate data against established HUSA program queries for valve and fire hydrant data discrepancies. All data that is identified as exception data is reviewed by the program Operations Manager and reported to the Data Auditor prior to being released to the field for correction.

- Hydromax USA will perform this QA/QC analysis on all data recorded before the data is submitted to the client.

- Hydromax USA will also review, prior to each submission, the accuracy of the billing, contractual compliance, and internal procedural compliance.
- All non-conforming audit findings will be documented with Corrective Action Requests as appropriate.

3. PROJECT TEAM

Provide experience of key professional members of the firm who will be directly involved with this project. The key personnel should include the following:

1. Project Manager who will be responsible for coordinating all activities (preferred to have ten (10) years' experience managing valve exercising, condition assessment and repair programs).
2. A Field Project Leader with three (3) years of valve exercising, assessment and repair experience. The Field Project Leader shall be onsite at all times during this project. This person shall be trained in traffic control (MUTCD standards) and confined space entry.

Hydromax USA is a national professional services firm with nearly 500 employees. We have the necessary expertise and workforce resources to successfully execute this program and are well-positioned to provide additional capabilities and solutions for the City of Novi. The team assembled for this project has over 100 years of combined industry experience.

Hydromax USA Project Team

Ability to flex the number of crews to fit project needs and timing!

3

Project Team

Key Personnel Resumes

Russ Jackson

Project Manager *(over 30 years of industry experience)*

Russ has over 30 years of experience in the water industry. He manages western operations for Hydromax USA, including valve assessment, fire hydrant testing and maintenance, valve and hydrant repairs, unidirectional flushing, leak detection, pipe condition assessment and construction/remediation service projects.

Certifications/Training

- Louisiana Underground Utility Contractor - 66976
- California A General Engineering Contractor
- OSHA 30
- OSHA Confined Spaced Entry
- MOT

Areas of Expertise

- Contract management
- Project management
- Water systems evaluation
- Underground construction and remediation services
- Hydrant and valve repairs
- Large valve repair/replacement
- Field Execution
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE ASSESSMENT & REPAIR/REPLACEMENT – HOUSTON
HOUSTON, TEXAS

Operations Director for City of Houston's M44 valve assessment program. Project consisted of sub-foot GPS location, condition assessment, maintenance, and GIS integration for 67,900 water system valves, including 754 large valves, and 46,400 test cuts. Real time updates via project management dashboard. Houston also issued two (2) emergency POs totaling $17.2M for crew support during severe winter storm operations in 2021 (up to 18 crews) and drought operations from 2022-2023 (up to 49 crews), assisting COH's main break crews.

VALVE & HYDRANT ASSESSMENT – CITY OF GARLAND
GARLAND, TEXAS

Operations Director for City of Garland's M44 valve and M17 fire hydrant assessment program (22,000 total assets). Project consisted of preliminary client meetings, coordination with local DOT, permitting, and coordinating maintenance and remediation activities.

HYDRANT ASSESSMENT – CITY OF TULSA
TULSA, OKLAHOMA

Operations Director for City of Tulsa fire hydrant assessment program (9,000 hydrants). Project consisted of preliminary client meetings, coordination with local DOT, permitting, and coordinating maintenance and remediation activities.

VALVE & HYDRANT ASSESSMENT – GOLDEN STATE WATER
MULTIPLE LOCATIONS, CALIFORNIA

Operations Director for Golden State Water's M44 valve and M17 fire hydrant assessment program (over 10,000 hydrants). Project consisted of preliminary client meetings, coordination with local DOT, permitting, and coordinating maintenance and remediation activities.

Jeremy (JT) Burden

Field Project Leader

Jeremy (JT) has more than 23 years of experience in the water and wastewater industry, all with Hydromax USA. He has been the lead technician/operator on more than 100 different projects located in twenty (20) states.

Certifications/Training

- NASSCO Certified PACP, LACP, MACP (since 2006)
- OSHA Confined Spaced Entry
- OSHA 10
- MOT

Areas of Expertise

- Operations management
- Buried infrastructure
- Sewer inspection
- MSI
- CCTV

Experience

- 21+ Years Industry Experience
- 100+ Industry Projects
- 10M+ LF Sanitary & Storm Inspections

Project Experience Highlights

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES
NASHVILLE, TENNESSEE

Project Manager for comprehensive asset management program that involved the condition assessment of 60,000 water system valves, flushing, and remediation services. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

SEWER ASSESSMENT – SARP10 PROGRAM
MEMPHIS, TENNESSEE

Project Manager for multiple phases of work on the SARP10 program. Throughout the program, JT has overseen or been involved in more than 5 million linear feet of sewer investigations including cleaning and televising, manhole inspections, smoke testing and multi-sensor inspections. All work was completed in NASSCO PACP format.

SEWER ASSESSMENT – KANSAS CITY WATER SERVICES
KANSAS CITY, MISSOURI

Field Supervisor on more than 10 years of work in Kansas City, MO for both the Water Services Department and the Smart Sewer Program. JT has overseen or been involved with several projects providing cleaning and televising, sonar, multi-sensor, manhole inspections, smoke testing, flow monitoring and GPS data collection. All data was collected in NASSCO PACP Format

SEWER ASSESSMENT – JOHNSON COUNTY
OLATHE, KS

Project Manager for project where Hydromax USA completed 11,000 LF of multi-sensor inspection utilizing the CUES SFX Multi-Sensor Inspection system on pipes ranging from 42-inch to 72-inch.

Blaine Myers

GIS / Data Analyst Manager

Blaine manages Hydromax USA's team of data analysts. He has worked to help organizations maintain and improve their GIS through a wide range of methods. These include using GIS software to standardize information from multiple data sources, automating time consuming tasks through scripts and models, and utilizing web technologies to develop new products and extend the range of maps and data.

Areas of Expertise

- Project Management
- GIS / data analysis
- Dashboard creation / management
- CMMS integration
- Project visualization tools

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY
ORLANDO, FLORIDA

Data Manager for Orange County Utility's valve and hydrant assessment and UDF program. Project consisted of sub-foot GPS location, condition assessment, maintenance, UDF, and GIS integration for **42,000 water system valves (over 5,700 large valves)** and **13,500 fire hydrants**; and execution of **UDF** plan. Real time updates via project management dashboard.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES
NASHVILLE, TENNESSEE

Data Manager for comprehensive asset management program that involved the condition assessment of 60,000 water system valves, flushing, and remediation services. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY
DETROIT, MICHIGAN

Data manager for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE & HYDRANT ASSESSMENT – WINSTON SALEM
WINSTON SALEM, NORTH CAROLINA

Data manager for comprehensive asset management program that involved the condition assessment and remediation of 60,000 water system valves. Asset data was captured, digitized, and integrated into Winston Salem's' GIS.

Dustin Smith

Director of Safety, Risk & Procurement

Dustin manages Hydromax USA's Safety, Fleet, Logistics and Training Teams. He has worked to help organizations maintain and improve our safety statistics using a custom safety app that tracks all things safety in real time. This includes Jobsite Hazard Analysis's (JHA), Stop Work/Good Catches, Confined Space Entry Permits, PPE order requests, Site Safety Audits, and Incident/Injury Reporting Forms. This along with access to a full library of SDS sheets, training materials and quick reference documents to include the full Hydromax USA Safety Manual.

Certifications/Training

- Certified Safety Professional (CSP)
- Construction Health & Safety Tech (CHST)
- OSHA 500
- OSHA 510
- CPR/AED Instructor Certified
- NFPA70E Certified
- Competent Person in Excavation, Confined Space, Areal Lifts, H2S, LOTO, and Fall Protection

Areas of Expertise

- Safety and Risk
- Fleet and DOT management
- Procurement
- Construction, Real Estate, Licensing, and Insurance

Project Experience Highlights

REGIONAL SUBSTATION & TRANSMISSION SAFETY
VARIOUS U.S LOCATIONS

Oversaw and assured safety of organizational employees by creating and rolling out safety policies, procedures, and training programs. Reviewed safety data and statistics to identify potential hazards or safety concerns in workplace. Led investigations of workplace accidents and incidents to identify causes. Conducted audits and safety walks to highlight unsafe/potentially unsafe conditions and design remedial measures. Updated management of organizational safety outlook and progress of various EHS initiatives through safety meetings and client safety meetings/briefs

SAFETY MANAGER – CHEMICAL REFINERTY PLANT
CORPUS CHRISTI, TEXAS

Managed and maintained all safety procedures and processes as well as supervised site safety inspections for 800+ employees. Headed JSA audits, accident investigations, site safety audits, crane safety, and safety briefs. Provided effective general site management and guided confined space entry, fall protection, PPE, and incident reporting. Issued hot work permits, checked fire/hole watches, and administered bottle watch crews. Audited crew JHAs and covered all discrepancies with crews.

SAFETY MANAGER – POWER DISTRIBUTION
RISING SUN, MARYLAND

Reviewed existing safe work practices of 500+ staff members and provided guidance and recommendations to improve compliance with state, federal, and internal regulations. Acclimated newly recruited staff members to organizational work environment through employee orientation sessions. Planned and initiated JSA and LOTO audits, provided safety briefs, investigated safety incidents, and reported to senior management on incidents. Conducted daily safety meetings for over 600 staff members. Issued and audited hot work permits, fire watches, confined space permits, and fall protection. Inspected and cleared permit required confined spaces with proper paperwork.

Andrew Apgar

Program Lead, VP of Sales, Water & Wastewater Solutions

Andrew brings more than 25 years' experience creating and delivering unique energy services and utility asset management solutions across diverse vertical markets and geographies. Before joining HUSA, Andrew held key sales and leadership positions with Schneider Electric, Mueller Service Co., and Triton Water Technologies. He previously served on the AWWA Water Loss Control and Asset Management Committees and has co-authored multiple articles for various industry periodicals.

Education

B.S., Management
United States Military Academy at West Point

Areas of Expertise

- Program management
- Team development
- Buried infrastructure assessment and analysis
- Energy management
- Non-revenue water
- Pipe condition assessment
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY ORLANDO, FLORIDA

Sales Executive for Orange County Utility's valve and hydrant assessment and UDF program. Project consisted of sub-foot GPS location, condition assessment, maintenance, UDF, and GIS integration for 42,000 water system valves (over 5,700 large valves) and 13,500 fire hydrants; and execution of UDF plan. Real time updates via project management dashboard.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES NASHVILLE, TENNESSEE

Sales Executive for comprehensive asset management program that involved the condition assessment of 60,000 water system valves, flushing, and remediation services. Asset data was captured, digitized, and integrated into Metro Water Services' GIS.

BIOSOLIDS ENERGY EFFICIENCY PROJECT – CITY OF LAKELAND LAKELAND, FLORIDA

Sales Executive for performance contract that enabled Lakeland to reduce the operating costs at its main wastewater reclamation facility by more than 40%. Through the program, Lakeland can capture and condition methane gas to use as a sustainable fuel source for an onsite cogeneration (CHP) system. This project received special recognition from the Environmental Protection Agency.

METER REPLACEMENT/AMR PROJECT – EMERALD COAST UTILITIES PENSACOLA, FLORIDA

Sales Executive for non-revenue water program that allowed ECUA to replace more than 75,000 water meters and automate its meter reading capabilities. ECUA was able to reinvest recaptured water revenues to help fund the program.

Shane Majetich

Vice President of Water & Wastewater Solutions

Shane leads Hydromax USA's Water and Wastewater Solutions division. His experience includes the execution of water infrastructure assessment programs impacting millions of water systems assets while employed most recently as Business Unit Manager for Mueller Service Company where he had complete responsibility for the division. Shane provides expertise in the assessment of aging water and wastewater infrastructure through the implementation of technology-based solutions providing actionable infrastructure information for client network assets.

Education

M.A., Accounting
University of South Florida

Areas of Expertise

- Program management
- Team development
- Contract management
- Buried infrastructure assessment and analysis
- GIS / data analysis
- Pipe condition assessment
- M44 valve assessment
- M17 fire hydrant testing
- Unidirectional flushing

Project Experience Highlights

VALVE, HYDRANT AND UDF PROGRAM – ORANGE COUNTY
ORLANDO, FLORIDA

Operations Executive for Orange County Utility's valve and hydrant assessment and UDF program. Project consisted of sub-foot GPS location, condition assessment, maintenance, UDF, and GIS integration for **42,000 water system valves (over 5,700 large valves)** and **13,500 fire hydrants**; and execution of **UDF** plan. Real time updates via project management dashboard.

VALVE & HYDRANT ASSESSMENT – METRO WATER SERVICES
NASHVILLE, TENNESSEE

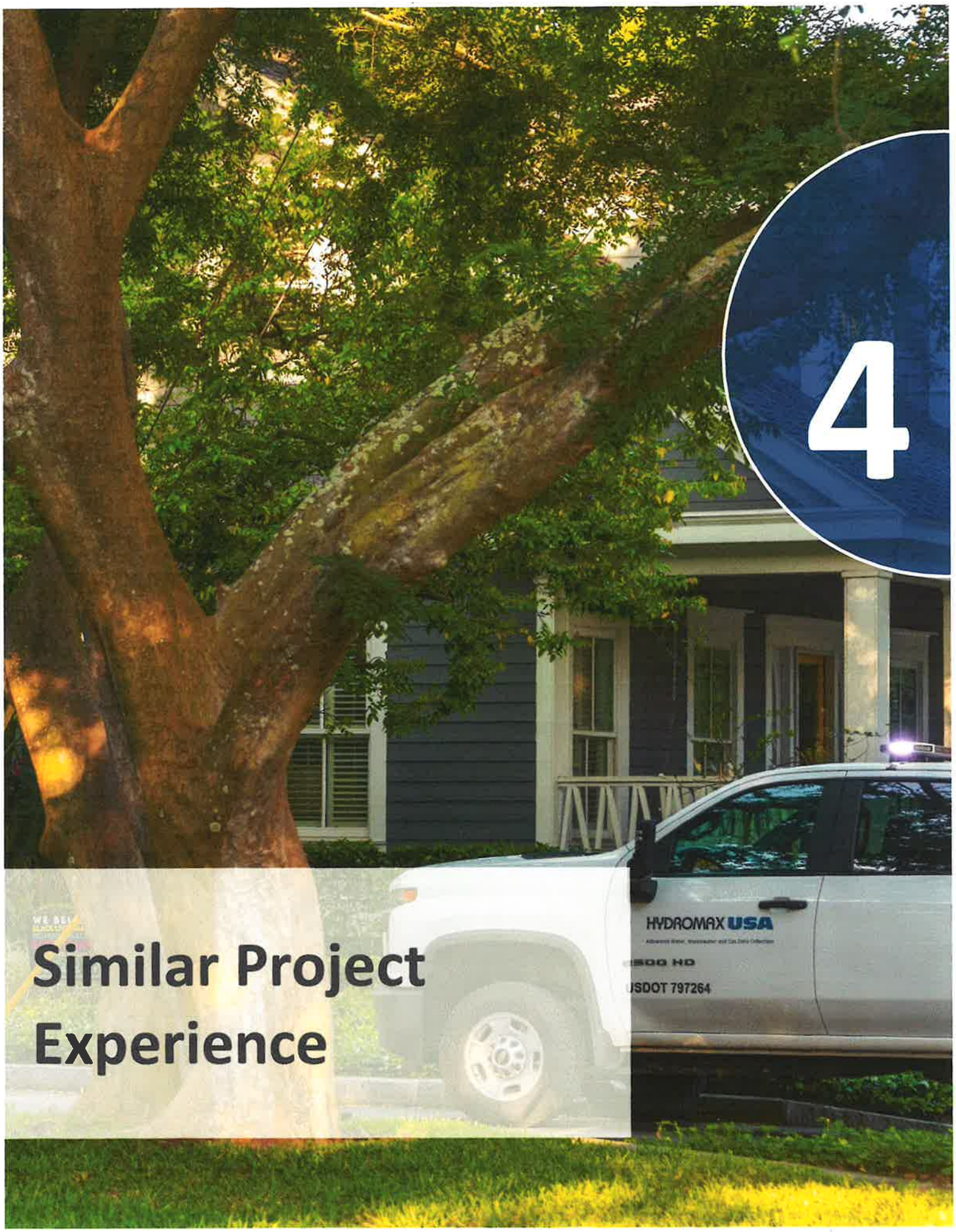
Operations Executive for comprehensive asset management program that involved the sub-foot GPS location, condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves. Asset data was captured, digitized, and integrated into Metro Water Services' GIS. Real time updates via project management dashboard.

VALVE ASSESSMENT – GREAT LAKES WATER AUTHORITY
DETROIT, MICHIGAN

Operations Executive for GLWA's large valve, ARV, and vault assessment program. Project consisted of preliminary client meetings, site visits, coordination with the water distribution plants, coordination with MDOT, valve remediation repairs, coordination with traffic control and vault dewatering subs, confined space entry and permitting as well as bi-weekly progress meetings.

VALVE, HYDRANT AND UDF PROGRAM – SEMINOLE COUNTY
SANFORD, FLORIDA

Operations Executive for Seminole County's full system valve and hydrant assessment and UDF execution program. Project consisted of preliminary client meetings, coordination with FDOT, permitting, coordinating construction remediation activities, coordination with construction subs, execution of the full system Unidirectional Flushing Program.



4

Similar Project Experience

4. SIMILAR PROJECT EXPERIENCE

Provide at least three specific examples of municipal valve exercising, assessment and repair projects completed within the last three years that are similar in nature to this project. Include a description of each project that include:

1. Location
2. Client Name and phone number
3. Project team that staffed the project (Project Manager, Field Project Leader)
4. Duration of the project
5. Key events or activities that distinguish the project from others

Over the last 21 years, Hydromax USA has achieved an outstanding record of supporting water and wastewater clients throughout the United States. Our crews have assessed over **1.4 million valves**, tested and maintained more than **500,000 fire hydrants**, flushed over **50,000 miles of pipelines**, performed nearly **50,000 test-cuts and shutdowns** and collected over **95 million data points**.

The following references demonstrate our ability to meet and exceed project requirements, validating the strength of our team and approach in delivering comprehensive utility asset management services.

1

City of Houston

Michael Johnson
7027 Ardmore Street, Houston, TX 77021
michael.johnson3@houstontx.gov
823.395.4623

Scope:
Sub-foot GPS location, condition assessment, maintenance, and GIS integration for 67,900 water system valves (754 large valves) and 46,400 test cuts and shutdowns. Real time updates via project management dashboard. COH also issued 2 emergency POs totaling $17.2M for crew support for severe winter storm operations in 2021 (up to 18 crews) & drought operations from 2022-2023 (up to 49 crews), assisting COH's main break crews.

Contract Amount:
$25.4 Million + $17.2 Million EPO

Key Personnel:
Miles Sommers, Program Lead
Andrew Apgar, Program Co-Lead
Russ Jackson, Operations Manager
Blaine Myers, GIS Manager

Project Duration:
2019-2024

"Hydromax USA exceeded all expectations for the City of Houston. Every time we needed them to pivot to address critical needs, they responded with professionalism and expediency."

Drew Molly, P.E.
COO, City of Corpus Christi
Former Director of Drinking Water Operations, Houston

2

Metro Water Services

Felix Hernandez
1450 Lebanon Pike, Nashville, TN 37210
felix.hernandez@nashville.gov
615.862.4877

Scope:
Sub-foot GPS location, condition assessment, maintenance, flushing, and GIS integration for 60,000 water system valves. Real time updates via project management dashboard.

Contract Amount:
$2 Million

Key Personnel:
Andrew Apgar, Program Lead
Lamar Carroll, Operations Manager
JT Burden, Project Manager
Blaine Myers, GIS Manager

Project Duration:
2011 - 2015; 2015 – 2020;
2020 – 2026

Metro Water Services selected Hydromax USA three (3) times for its valve assessment program.

3

Great Lakes Water Authority

Todd King, PE, BCEE
6425 Huber Street, Detroit, MI 48211
todd.king@glwater.org
313.799.0289

Scope:
Sub-foot GPS location, condition assessment, maintenance, vault inspection, and GIS integration for 5,000 large water system valves (20-inch to 108-inch). Real time updates via project management dashboard.

Contract Amount:
$5.5 Million

Key Personnel:
Shane Majetich, Program Lead
Lamar Carroll, Operations Manager
Lamar Carroll, Project Manager
Blaine Myers, GIS Manager

Project Duration:
2020 - 2023

4

Seminole County

Chris Graybosch
500 W. Lake Mary Boulevard, Sanford, FL 32771
cgraybosch@seminolecountyfl.gov
386.307.2560

Scope:
Sub-foot GPS location, condition assessment, maintenance, and GIS integration for 13,000 water system valves. Testing, maintenance, and GIS integration for 6,000 fire hydrants. Real time updates via project management dashboard.

Contract Amount:
$2 Million

Key Personnel:
Andrew Apgar, Program Lead
Lamar Carroll, Operations Manager
Nick Darchiville, Project Manager
Blaine Myers, GIS Manager

Project Duration:
2011 - 2015; 2020 - 2024; 2025 – 2030

Hydromax USA was recently awarded two (2) contracts in March 2025: 1) Fire Hydrant - Valves Maintenance, Repair & Flushing; 2) Fire Hydrants - Valves Repair & Construction.

5

Equipment Used

5. EQUIPMENT USED

Provide a narrative of the specific name and age of the equipment your firm proposes to utilize on this program.

Hydromax USA's field crew consists of two (2) trained personnel with a fully equipped ¾-ton truck and valve assessment equipment. With a fleet of over 300+ vehicles across the United States, Hydromax USA understands the value in investing in the appropriate tools, equipment, and technology for our teams and dedicates the resources required to execute projects effectively and efficiently. Our valve assessment program equipment includes:

GPS Hardware and Software

Hydromax USA utilizes RTK GPS units throughout all U.S. operations to deliver reliable sub-foot performance. Our team uses the industry leading Esri ArcGIS software (v.11.2) for all spatial data analysis and collection. Data will be submitted to the City of Novi in an agreed upon geodatabase (.gdb) format or Esri Shapefile.

Full-Service Vehicles

Hydromax USA maintains a fleet of stocked Ford F250, RAM 2500 or Chevy 2500 series fleet vehicles with cranes, arrow boards, cones, strobes, and confined space gear. Our fleet also contains 5500 series trucks with skid mounted valve maintenance equipment, for areas that will not permit trailered access.

Valve Exercising Trailer with Industrial Vacuum

Hydromax USA employs the Grand LX Valve Maintenance Trailer (or skid), the industry standard for a full featured, versatile platform for valve exercising. Our valve maintenance trailers include the ERV-750 extended reach system and the powerful TM-7 high torque (up to 2,500 ft·lb) valve exercisers. The trailer is also equipped with a high-pressure water system and 500CFM industrial vacuum.

Grand LX Valve Trailer w/ Vacuum

For this project, Hydromax USA plans to utilize the following equipment and technology:

Equipment/Technology	Model/Size	Version	Year	Assigned to Program
Truck	Chevy/Ford/RAM ¾-Ton	250 or 2500-series	2022 or newer	1-2
Valve Maintenance Trailer	E.H. Wachs Grand LX		2022 or newer	1-2
Valve Exerciser	E.H. Wachs TM-7		2022 or newer	1-2
Industrial Vacuum	E.H. Wachs 500 CFM		2022 or newer	1-2
GIS Software	ESRI ArcGIS	11.2	2022 or newer	1
Operating Nut Equipment	Kravitch		2022 or newer	1
Dashboard Platform	HUSA Dashboard	2024	2024	1

Hydromax USA can flex the number of crews/equipment to fit project needs and timing!

HYDROMAX USA
Advanced Gas, Water, and Wastewater Data Collection

6

Appendix

6. APPENDIX

The following required documents are enclosed in this Appendix:

- Fee Proposal Form
- Required Documentation

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM

City of Novi, Attn: Finance Department
45175 Ten Mile Road
Novi, MI 48375

Received 4.15.25
7:28am
A Parunello

NOTICE - CITY OF NOVI

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM

REQUEST FOR PROPOSALS (RFP)

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

IMPORTANT DATES

RFP Issue Date	March 13, 2025
Last Date for Questions	Wednesday, April 9, 1:00 PM Submit questions via email to: Tracey Marzonie, Purchasing Accountant tmarzonie@cityofnovi.org
Response Due Date	**Thursday, April 17, 2025, 1:00 PM** Deliver to: City of Novi, Attn: Finance Department 45175 Ten Mile Road Novi, MI 48375
Anticipated Award Date	**May 5, 2025**

DESCRIPTION:

The City of Novi will receive sealed proposals for performing a VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM. The purpose of the program is to exercise each valve and report on the present valve condition, and then complete repairs as directed. This is intended to be a 5-year program, completing 20% of the water system per year.

NOTICE TO PROPOSERS

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

INSTRUCTIONS

QUESTIONS

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

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will not be held.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services

CHANGES TO THE RFP/ADDENDA

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall become part of the RFP and shall be taken into account by each Proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

PROPOSAL SUBMITTALS

Proposals may be submitted by mailing hard copies to the address shown above.

All hard copy bids must be submitted in a SEALED envelope marked **"VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM"** to the address shown on the Notice above.

Provide **one (1)** unbound, signed copy of your proposal. The bid may be clipped but should not be stapled or bound. Bids must be signed by an official authorized to bind the Contractor to its provisions.

As this RFP is being made available by electronic means, the Proposer accepts full responsibility to ensure that no changes are made to the RFP documents. In the event of conflict between a version of the RFP submitted by Proposer, the version maintained by the City of Novi Purchasing Department shall govern.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

SUBMISSION OF PROPOSALS

To be considered, sealed proposals must be submitted, as specified in this Instructions section on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form when one is provided in the RFP documents. Proposals must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE PROPOSAL FORM MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.*

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

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

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

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

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the Proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the Proposer states in his/her bid what he/she proposed to

furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

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

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set

forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by the Qualifications Based Selection (QBS) process Qualifications using the following criteria:

1. Qualification and experience of personnel
2. Valve exercising and assessment experience with similar programs
3. References
4. Price

PROPOSAL FORMAT

The provided Fee Proposal Form shall be submitted with this bid.

GENERAL CONDITIONS

INSURANCE

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

PERMITS

Where required by code, permits and all required inspections must be obtained by the Contractor. Fees for permits and inspections obtained from the City of Novi will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

CLEAN UP

The contractor shall keep the work area and surrounding area reasonable free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City's designated representative(s). Before final inspection and acceptance of the work, the Contractor shall clean his portion of the work area. All materials removed/replaced shall be the responsibility of the contractor to properly dispose of.

SAFETY REQUIREMENTS

The Contractor shall be solely responsible for the entire work site and provide all necessary protections as required by laws or ordinances governing such conditions and as required by the Owner. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the owner arising from such damages.

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all state laws or regulations and Michigan State building code requirements to prevent accident or injury to persons on or about the

location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all necessary protective devices and signs throughout the progress of the work.

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

NO EXCLUSIVE CONTRACT
Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

TAX EXEMPT STATUS
It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful Proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful Proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING
All bid/proposal pricing is to be F.O.B. destination.

INVOICING
Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: invoices@cityofnovi.org. *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

CONTRACT TERMINATION
The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

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

ACCEPTANCE OF PROPOSAL CONTENT
Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE
All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION
Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by Proposers prior to issuance of a contract.

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

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
(b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:
(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
(d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above , and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

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

NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Agency and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-consultant employed in the performance of this contract.

CITY OF NOVI

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM

SPECIFICATIONS

The City of Novi Water and Sewer Division will receive sealed proposals for performing a VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM, and is requesting an RFP for the following scope of work.

The City of Novi will receive sealed proposals for performing a VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM. The purpose of the program is to exercise each valve and report on the present valve condition, and then complete repairs as directed.

The City's water distribution system consists of approximately 360 miles of water main. The water valves are operated and maintained on an "as-needed" basis. Most of the City's water valves are operated during emergency water main breaks, or during routine maintenance on the distribution system. The City of Novi is planning to complete a valve exercising program to help assure that all valves in the water system operate properly during emergency operations.

The City has four primary goals with this program:

1. Locate and perform valve exercising on all distribution system valves.
2. Complete a full, thorough assessment of the valve's condition.
3. Provide a complete and comprehensive report of each valve exercised/assessed specifically focusing on those that need preventative maintenance and/or repairs.
4. Complete repairs as directed.

The City will be flexible with regards to the timeline of this project; however, once the City issues a "Notice to Proceed", the selected contractor shall complete the program within 6 months. A final comprehensive report will be due to the City within thirty (30) days of the completion of the program.

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM DESCRIPTION

The City of Novi is seeking to retain the services of a qualified and experienced Firm with extensive experience in water distribution system valve exercising, valve assessment and repair.

The water distribution system for the City of Novi contains approximately:

- 4,430 Hydrant Valves
- 3,850 Main Line Valves
  - 3,650 – 8" to 12"
  - 156 – 16"
  - 1 – 20"
  - 26 – 24"
  - 15 – 30"

The program will include approximately 20% of the water system's valves annually.

The selected contractor will develop, plan, and execute a valve exercising, condition assessment and repair program. Valves will be exercised, and thoroughly assessed in accordance with the specifications herein. A report of each valve exercised and assessed will be provided. Results will include analytical data of the location, valve ID number (asset ID), and will be prioritized according to condition and criticality of needed repairs.

The services to be provided related to this proposal are described in the Minimum Scope of Services section of this proposal. All work must adhere to the City, AWWA and MDOT standards as required.

MINIMUM SCOPE OF SERVICES

The City is seeking a Firm that will develop, plan, and execute a Valve Exercising, Condition Assessment and Repair program to exercise water distribution systems valves, assess the valve condition to known, and complete repairs as directed.

Valve Exercising & Condition Assessment Working Hours

The permitted working hours per City ordinance are as follows:

- 7:00 AM to 7:00 PM Monday through Saturday,
- No work is allowed on Sundays or holidays.

Safety

1. There will always be a minimum of Two Persons per team working on the program. The use of One Person Project Teams is not acceptable and will not be allowed to perform work on the water system.
2. Proper PPE (personal protection equipment) shall be worn **at all times**. A class III reflective safety vest will be worn for all work. Class II will not be acceptable.
3. The Project Team will follow all traffic safety rules, as is designated by the City, the Department of Labor, OSHA and the Michigan Department of Transportation.
4. The Project Team will follow all procedures regarding Workplace First Aid & CPR, as is designated by the Utility, the Department of Labor and OSHA.
5. The City of Novi is not responsible for site safety. The Contractor is solely and exclusively responsible for construction means, methods, technologies and site safety.

Traffic Control

Appropriate measures must be exercised to ensure traffic and worker safety especially in high traffic areas. When impacting a lane of traffic, these measures would include appropriately diverting traffic to proper distances, safety apparatus, and high visibility clothing, and obtaining the necessary permits from the appropriate agency.

Misc.

All field staff will have readily observable identification badges worn while in the field.

Valve Exercising Equipment

Valves 8" and larger will be exercised with an electric or hydraulic valve exerciser with torque control and an automated turn counter.

PRE-PROGRAM TASKS

1. Conduct a kick-off meeting with the City to cover the goals of the project, project schedules, and to outline work procedures.
2. The Contractor will provide detailed, written valve exercising processes that will be used by Contractor's field crew that will include torque limits for every valve type and size anticipated in the scope of this project.
3. The Contractor shall prepare a proposed Valve Exercising, Condition Assessment and Repair Project Schedule.

PROGRAM TASKS

A daily report shall be provided summarizing the work completed, and any noteworthy information shall be highlighted.

Valve Locating

1. The City will provide reference geodatabase files to assist in location and identification of known features. Additional GIS information will be made available as requested.
2. Once located, the valve boxes or valve vault covers, and adjacent curbs shall be painted with an environmentally formulated precautionary blue paint for future identification (paint provided by contractor).
3. All located water valves shall be exercised and assessed as a part of the program unless specifically directed not to do so by the Water & Sewer Manager.
4. For valves that cannot be located initially, a search shall be conducted to locate the valve for up to 15 minutes. If it cannot be located after that search, it will be considered a 'Valve Cannot Locate'. The Contractor will return to complete the assessment once the valve has been located by the City.

Valve Assessment Tasks

The valve condition assessment shall essentially consist of the following elements:

1. A thorough visual inspection of the valve body and valve structure shall be executed. The condition assessment shall be conducted from ground level and is intended to discover discrepancies and deficiencies with the valve.
2. Valve vaults shall be pumped out if needed, and the valve body, bonnet, and operating nut area shall be cleaned and clearly visible. In order to provide this service, the Contractor will need to provide crews with a water pump and a means to clean the valve body.
3. No valve is to be exercised if deteriorated or missing bonnet bolts are observed until bolts have been replaced as necessary.
4. A visual inspection of the packing gland for all 30" and 36" valves shall be completed. This will require a confined space entry.

Valve Exercising Tasks

The valve exercising shall essentially consist of the following elements:

1. The Contractor will report each morning (or per request of the City), to the assigned City personnel and cover what areas will be covered the current day.
2. Each valve located shall be exercised to such an extent as to ensure its ability to operate through its full range of "turns" or complete revolutions upon demand.
3. The Contractor will first attempt to operate each of the valves manually. If a valve cannot be started manually, the Water & Sewer Manager shall be contacted for further direction.

4. Valves greater than 16" will be exercised following notification of the Water & Sewer Manager for each instance.
5. Valves will be exercised with the minimum torque required to prevent valve damage.
6. If a valve fails to cycle at the set torque limit, the exercise process for that valve will stop immediately. Additional torque may be applied to the valve as directed by the Water & Sewer Manager (with input from the contractor). Additional effort required to free the valve will be per the direction of the Water & Sewer Manager, and will be considered 'Miscellaneous Work'.
7. During initial valve closure, the valve will be turned no more than five (5) turns before turn direction is reversed to two (2) turns, thus allowing the threads of the stem and gate to free itself. This closure and partial reversal process shall be repeated until the valve has achieved full closure.
8. Valves shall be exercised from full open to full closure until such time as this can be done without further turn range improvement or no further reduction in the required operating torque is noted, through a minimum of three (3) consecutive ranges of operations. Then, the top and bottom operation range shall be additionally exercised an additional three (3) times.
9. Valve boxes with debris shall be cleaned out by the Contractor to facilitate proper exercising (15 minutes or less).
    a. For valve boxes requiring heavy cleaning (15 minutes or more) the Water & Sewer Manager can be contacted to determine whether the Contractor or the City should continue the cleaning.
10. After the valve is exercised, the contractor will verify that the valve is not leaking. The contractor will check either visually, if appropriate, or with an electronic listening device if the valve is located within a valve box.
11. The contractor will immediately notify the Water & Sewer Manager of any valves found leaking, closed, broken, or if any unsafe conditions are observed.

Valve Repairing Tasks

The valve exercising shall essentially consist of the following elements:

1. All potential valve repairs identified will be brought to the attention of the Water & Sewer Manager.
2. If a repair would like to be pursued by the City, Contractor shall provide a written quote for the work for review and approval by the City.

POST-PROGRAM TASKS

1. A final report (one (1) digital file) will be prepared for the City at the completion of the program which will include:
    a. Each valve that is exercised and/or assessed will be documented with the following information:
        i. Valve asset ID
        ii. Size
        iii. Type (gate/butterfly)
        iv. Operating nut depth
        v. Enclosure type (vault or box)
        vi. Number of turns to achieve full closure
        vii. Direction of closure
        viii. Valve position at start and completion of work
        ix. Torque Rating
        x. Date exercised and condition assessment performed
        xi. Valve structure discrepancies or deficiencies
        xii. Valve body discrepancies or deficiencies
        xiii. Any mapping errors
        xiv. Detailed description of any repairs completed

2. This final report shall be submitted to the City within thirty (30) working days of the completion of the project.

SUBMITTAL

1. Introduction

A brief introduction shall include the following information:

1. Name of Contractor
2. Office Address (within 100 miles of CITY)
3. Office Telephone number
4. 24-hr. emergency telephone number
5. Fax number
6. Name of contact person

2. Project Approach

This section should include the following:

1. A description of the firm's thorough understanding of the scope of the project.
2. An overall account of the philosophy and methods the Contractor will utilize to successfully complete this project.
3. A detailed outline of the tasks associated with each element of the scope of services described above including any additional tasks that the

Contractor may choose to identify.

4. A description of potential problems to be expected and the possible techniques to be employed for solving these problems.

3. <u>Project Team</u>

Provide experience of key professional members of the firm who will be directly involved with this project. The key personnel should include the following:

1. Project Manager who will be responsible for coordinating all activities (preferred to have ten (10) years' experience managing valve exercising, condition assessment and repair programs).
2. A Field Project Leader with three (3) years of valve exercising, assessment and repair experience. The Field Project Leader shall be onsite at all times during this project. This person shall be trained in traffic control (MUTCD standards) and confined space entry.

4. <u>Similar Project Experience</u>

Provide at least three specific examples of municipal valve exercising, assessment and repair projects completed within the last three years that are similar in nature to this project.

Include a description of each project that include:

1. Location
2. Client Name and phone number
3. Project team that staffed the project (Project Manager, Field Project Leader)
4. Duration of the project
5. Key events or activities that distinguish the project from others

5. <u>Equipment used</u>

Provide a narrative of the specific name and age of the equipment your firm proposes to utilize on this program.

CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:

   a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **$100,000** (One Hundred Thousand Dollars) each accident.

   b. **Commercial General Liability Insurance –** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **$1,000,000** (One Million Dollars) per occurrence combined single limit.

   c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **$1,000,000** (One Million Dollars) each person and **$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **$1,000,000** (One Million Dollars) each occurrence.

   d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **$1,000,000** (One Million Dollars) on a per claim/aggregate.

2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.

3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.

4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.

7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.

8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.

B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.

C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.

2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CITY OF NOVI

VALVE EXERCISING, CONDITION ASSESSMENT AND REPAIR PROGRAM

FEE PROPOSAL FORM

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

YEAR 1

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1		
2	Valve Assessment, 8" to 12" Diameter	Ea	730		
3	Valve Assessment, 16" Diameter	Ea	30		
4	Valve Assessment, 20" Diameter	Ea	1		
5	Valve Assessment, 24" Diameter	Ea	5		
6	Valve Assessment, 30" Diameter	Ea	5		
7	Valve Cannot Locate	Ea	150		
8	Confined Space Entry	Ea	5		
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50		
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200		
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15		
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15		
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15		
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15		
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100		
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100		
17	Miscellaneous Work	Hr	100		
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1		
19	Removal of Gears	Day	3		
20	Re-installation of Gears	Day	3		
21	Replace Missing/Damaged Operating Nuts	Ea	50		
				TOTAL PRICE	

YEAR 2

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1		
2	Valve Assessment, 8" to 12" Diameter	Ea	730		
3	Valve Assessment, 16" Diameter	Ea	30		
4	Valve Assessment, 20" Diameter	Ea	1		
5	Valve Assessment, 24" Diameter	Ea	5		
6	Valve Assessment, 30" Diameter	Ea	5		
7	Valve Cannot Locate	Ea	150		
8	Confined Space Entry	Ea	5		
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50		
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200		
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15		
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15		
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15		
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15		
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100		
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100		
17	Miscellaneous Work	Hr	100		
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1		
19	Removal of Gears	Day	3		
20	Re-installation of Gears	Day	3		
21	Replace Missing/Damaged Operating Nuts	Ea	50		
				TOTAL PRICE	

YEAR 3

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1		
2	Valve Assessment, 8" to 12" Diameter	Ea	730		
3	Valve Assessment, 16" Diameter	Ea	30		
4	Valve Assessment, 20" Diameter	Ea	1		
5	Valve Assessment, 24" Diameter	Ea	5		
6	Valve Assessment, 30" Diameter	Ea	5		
7	Valve Cannot Locate	Ea	150		
8	Confined Space Entry	Ea	5		
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50		
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200		
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15		
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15		
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15		
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15		
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100		
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100		
17	Miscellaneous Work	Hr	100		
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1		
19	Removal of Gears	Day	3		
20	Re-installation of Gears	Day	3		
21	Replace Missing/Damaged Operating Nuts	Ea	50		
				TOTAL PRICE	

YEAR 4

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1		
2	Valve Assessment, 8" to 12" Diameter	Ea	730		
3	Valve Assessment, 16" Diameter	Ea	30		
4	Valve Assessment, 20" Diameter	Ea	1		
5	Valve Assessment, 24" Diameter	Ea	5		
6	Valve Assessment, 30" Diameter	Ea	5		
7	Valve Cannot Locate	Ea	150		
8	Confined Space Entry	Ea	5		
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50		
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200		
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15		
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15		
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15		
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15		
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100		
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100		
17	Miscellaneous Work	Hr	100		
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1		
19	Removal of Gears	Day	3		
20	Re-installation of Gears	Day	3		
21	Replace Missing/Damaged Operating Nuts	Ea	50		
				TOTAL PRICE	

YEAR 5

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	VALVE ASSESSMENT				
1	Mobilization, Valve Assessment	Ea	1		
2	Valve Assessment, 8" to 12" Diameter	Ea	730		
3	Valve Assessment, 16" Diameter	Ea	30		
4	Valve Assessment, 20" Diameter	Ea	1		
5	Valve Assessment, 24" Diameter	Ea	5		
6	Valve Assessment, 30" Diameter	Ea	5		
7	Valve Cannot Locate	Ea	150		
8	Confined Space Entry	Ea	5		
9	Minor Repairs (bolt tightening and replacement, fix packing leaks)	Hr	50		
10	Hydrant Valve Assessment, 6" Diameter	Ea	1200		
11	Valve Box Re-Alignment, up to 1' Deep (Non Pavement)	Ea	15		
12	Valve Box Re-Alignment, up to 1' Deep (Pavement)	Ea	15		
13	Valve Box Re-Alignment, >1' to 3' Deep (Non Pavement)	Ea	15		
14	Valve Box Re-Alignment, >1' to 3' Deep (Pavement)	Ea	15		
15	Valve Box Height Adjust, up to 1' Deep (Non Pavement)	Ea	100		
16	Valve Box Height Adjust, up to 1' deep (Pavement)	Ea	100		
17	Miscellaneous Work	Hr	100		
	LARGE VALVE & OPERATING NUT REPAIR				
18	Mobilization, Large Valve (16"+) & Operating Nut Repair (includes all required mobilizations)	Ea	1		
19	Removal of Gears	Day	3		
20	Re-installation of Gears	Day	3		
21	Replace Missing/Damaged Operating Nuts	Ea	50		
				TOTAL PRICE	

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions <u>must</u> be noted here):

_____

_____

_____

_____

COMMENTS: _____

_____

_____

_____

_____

_____

REFERENCES: Please provide at least three client (3) references for projects of similar scope done in the last 3 years.

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

Company _____

Address _____

Phone _____ Contact name _____

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Representative's Name _____

Representative's Title _____

Authorized Signature _____

E-mail _____

Date _____

CITY OF NOVI
VALVE EXERCISING, CONDITION
ASSESSMENT AND REPAIR PROGRAM

Please return this page with your bid form

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

1. EXTENSION OF AWARD TO THE MITN (MICHIGAN INTER-GOVERNMENTAL TRADE NETWORK) PURCHASING COOPERATIVE: ***OPTIONAL***

Numerous Counties, Cities, Townships, and Authorities of the State of Michigan are members of the MITN (Michigan Inter-governmental Trade Network) Purchasing Cooperative. Other associate entities are also members of the Cooperative in the Tri-County area. Please visit www.mitn.info website to view the entire list of participating agencies.

( ) If an award is made to _____, it is agreed that the contract will be extended to other MITN Purchasing Cooperative members and associate entities under the same prices, terms, and conditions.

( ) Our company is **NOT** interested in extending the contract to those MITN members listed on the website.

Contractor Signature: _____

Company Name: _____

Date: _____

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of resolution to authorize Budget Amendment #2025-5

SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

- Increase to General Fund fund balance of $347,000
- Net zero impact Parks and Rec, Forfeiture, Water and Sewer and Self Insurance Health Care funds fund balances.
- Library Board approved budget amendments
- CDBG amendment to increase fund balance for prior years deferred revenue.

BACKGROUND INFORMATION:

The City's annual budget is adopted by the third Monday in May each year and is effective July 1st each year. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the function total are prepared for Council approval. Amendments between line-items within the same budget function (that do not have any impact on fund balance) are managed at the administration level. Historically the administration has presented quarterly budget amendments, but several contracts have been awarded or will be awarded for projects that were not part of the adopted budgets to date.

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

GENERAL FUND 101

The proposed budget amendment reflects an increase to fund balance from recurring operating interest income of $347,000. Total revenues are proposed to increase $23,530 in state grants to offset the increase in expenses by $23,530 for the purchase of an electric gator. The purchase of the gator is below the City's $25,000 purchasing policy and therefore, did not go before the Council for approval, The City received $126,900 of EECBG Equipment Rebate grant funds which application for the grant was previously approved by council. See green highlighted lines on attached detail. Total operating interest income increases $378,460 based on a conservative request during

the initial budget process in the prior year. **All other amounts being amended are only moving budgeted costs between departments.**

The budget amendment shifts insurance savings from one department to cover insurance overages in another. See the orange highlighted lines.

City Council approved a new janitorial contract on November 12, 2024. It was determined that the original janitorial services were not consistently meeting the needs of the City and the City concluded to terminate their services and contract with GDI Integrated Facility Services at an estimated increase in cost of $28,000 annually. The motion sheet on November 12, 2024, stated "The current year-to-date interest income is higher than expected, and the additional income will be available to cover the additional janitorial costs; this will be reflected in the 2nd quarterly budget amendment." The budget amendment was pushed back to the 3rd quarter using interest income, as stated on the November 12th motion sheet, to cover the additional cost of the contract. See grey highlighted rows.

On February 10, 2025, the council approved the use of the Economic Development Department to fund the purchase of rifle vest plates for the Police Department. In addition, the Economic Development Department savings are being used to fund the Historical Commission purchase of a microfiche reader. See blue highlighted rows.

The amendment also moves the current budget in the General Fund for a contribution to the Forfeiture Fund for vehicle purchases from a "transfers out" account to an "operating" expenditure account. This change is a mandated change from the federal government (change in the Forfeiture Fund as well). Since COVID, the federal forfeiture funds have been slow to come into the City; therefore, the funds are not available to purchase budgeted vehicles requiring the General Fund to make up any difference. See yellow highlighted rows.

The remaining pink highlighted rows are moving budgeted savings in some departments to cover known overages year to date in other departments.

PARKS, RECREATION AND CULTURAL SERVICES FUND 208

The amendment proposes increasing program revenues and expenses for year-to-date actuals. The parks staff estimated revenue and expenses based on estimated enrollment in programs. The programs can have more or less depending on the season.

FORFEITURE FUND 262

As stated above, the budgeted "transfer in" to the forfeiture fund from the General Fund is required to be moved from the transfers revenue account to an operating account for the expenditures being covered by to the General Fund.

LIBRARY FUND 271 AND LIBRARY CONTRIBUTION FUND 272

The amendment reflects the Library Board approved budget amendments.

COMMUNITY DEVELOPMENT BLOCK GRANT FUND 274

The proposed increase to revenue adjusts revenue from the prior year deferred revenue (following governmental accounting rules). The amendment eliminates the deficit reported in the 6/30/24 audit due to the timing of the grant reimbursement.

WATER AND SEWER FUND 592

The increase in revenue and expenses (net zero) covers an insurance claim reimbursement and corresponding expenses to fix the damage.

SELF INSURANCE – HEALTH CARE FUND 677

The Self Insurance Health Care Fund tracks health insurance claims through a HAP administered plan. Individual funds area charged premium based insurance rates called "illustrative rates" to cover actual claims and administrative costs along with creating a reserve for possible significant future claims. Beginning January 1, 2025, the city's high-deductible plan was moved from Priority Health to HAP as well. The additional plan moving to the self-insured heath care fund required an amendment for the additional expenses and revenues related to that move.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2025-5.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2025-5 is authorized:

		INCREASE (DECREASE)
GENERAL FUND		
REVENUES		
Interest Income	$	378,460
State Sources		23,530
Licenses, Permits, and Charges for Services		(3,460)
TOTAL REVENUES	**$**	**398,530**
APPROPRIATIONS		
City Manager		
Personnel Services	$	(10,500)
Other Services and Charges		(14,872)
Finance Department		
Personnel Services		(35,000)
City Clerk		
Personnel Services		(30,000)
Other Services and Charges		(30,000)
Assessing Department		
Personnel Services		13,788
Integrated Solutions - Facility Management		
Other Services and Charges		28,000
Integrated Solutions - FM: Parks Maintenance		
Capital Outlay		23,530
City Attorney, Insurance, & Claims Department		
Other Services and Charges		(37,100)
Police Department		
Capital Outlay		197,690
Fire Department		
Personnel Services		158,572
Other Services and Charges		-
Economic Development		
Personnel Services		(29,084)
Supplies		(4,000)
Other Services and Charges		(39,794)
Novi Youth Assistance		
Personnel Services		(1,600)
Other Services and Charges		(200)
Supplies		(1,500)
Historical Commission		
Other Services and Charges		13,600
Transfers to Other Funds		
Transfers Out		(150,000)
TOTAL APPROPRIATIONS	**$**	**51,530**
Net Increase (Decrease) to Fund Balance	**$**	**347,000**

Ending Fund Balance	**$12,829,502**
Fund Balance as a % of total annual expenditures	**30%**

		INCREASE (DECREASE)
PARKS, RECREATION, & CULTURAL SERVICES FUND		
REVENUES		
Program Revenue	$	76,000
Older Adult Program Revenue		20,000
TOTAL REVENUES	**$**	**96,000**
APPROPRIATIONS		
756 Program Expenditures	$	96,000
TOTAL APPROPRIATIONS	**$**	**96,000**
Net Increase (Decrease) to Fund Balance	**$**	**-**

Ending Fund Balance	**$911,682**
Fund Balance as a % of total annual expenditures	**24%**

FORFEITURE FUND		
REVENUES		
Transfers In	$	(150,000)
TOTAL REVENUES	**$**	**(150,000)**
APPROPRIATIONS		
Capital Outlay		(150,000)
TOTAL APPROPRIATIONS	**$**	**(150,000)**
Net Increase (Decrease) to Fund Balance	**$**	**-**

LIBRARY FUND		
REVENUES		
Property tax revenue	$	25,890
State sources		21,226
Interest Income		66,172
Other Revenue		3,950
Donations		4,450
TOTAL REVENUES	**$**	**121,688**
APPROPRIATIONS		
Personnel Services	$	7,205
Supplies		(14,600)
Other Services and Charges		11,291
TOTAL APPROPRIATIONS	**$**	**3,896**
Net Increase (Decrease) to Fund Balance	**$**	**117,792**

		INCREASE (DECREASE)
LIBRARY CONTRIBUTION FUND		
REVENUES		
Donations	$	22,985
Interest Income		17,048
TOTAL REVENUES	**$**	**40,033**
APPROPRIATIONS		
Supplies	$	17,817
Capital Outlay		(73,550)
TOTAL APPROPRIATIONS	**$**	**(55,733)**
Net Increase (Decrease) to Fund Balance	**$**	**95,766**
COMMUNITY DEVELOPMENT BLOCK GRANT FUND		
REVENUES		
Federal Grants		26,281
TOTAL REVENUES	**$**	**26,281**
Net Increase (Decrease) to Fund Balance	**$**	**26,281**
WATER AND SEWER		
REVENUES		
Other Revenue	$	30,390
TOTAL REVENUES	**$**	**30,390**
APPROPRIATIONS		
Other Services and charges	$	30,390
TOTAL APPROPRIATIONS	**$**	**30,390**
Net Increase (Decrease) to Fund Balance	**$**	**-**
SELF INSURANCE - HEALTH CARE FUND		
REVENUES		
Other Revenue	$	10,000
Licenses, permits, charges for services		610,000
TOTAL REVENUES	**$**	**620,000**
APPROPRIATIONS		
Personnel services	$	620,000
TOTAL APPROPRIATIONS	**$**	**620,000**
Net Increase (Decrease) to Fund Balance	**$**	**-**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on May 19, 2025

Cortney Hanson
City Clerk

Budget Amendment# 2025-5 - June 2, 2025

GL #	Project/Item Description	Budget Category	Amount
General Fund 101			
Revenues			
101-000.00-632.350	Fire Station #5 Lease	Licenses, permits & charges for services	(3,460)
101-000.00-665.000	Interest in investments	Interst income	28,000
101-000.00-665.000	Interest in investments	Interst income	347,000
101-000.00-665.015	Medstar interest rental income	Interest income	3,460
101-000.00-540.100	EECBG CEMS State Revenue Grant	State grants	23,530
			$ 398,530
Expenditures			
101-172.00-956.200	City wide training and workshops	Other services and charges	**(6,322)**
101-172.00-705.000	Temporary salaries	Personnel services	**(3,500)**
101-172.00-716.000	Insurance	Personnel services	**(7,000)**
101-301.00-986.057	Rifle Vest Plates	Capital Outlay	**47,690**
101-728.00-705.000	Temporary salaries	Personnel services	(24,960)
101-728.00-715.000	Social security	Personnel services	(3,944)
101-728.00-717.000	Workers compensation	Personnel services	(180)
101-728.00-740.000	Operating supplies	Supplies	(3,000)
101-728.00-740.020	Supplies-Internal Events	Supplies	(1,000)
101-728.00-809.000	Memberships and dues	Other services and charges	(15,300)
101-728.00-816.000	Professional services	Other services and charges	(1,000)
101-728.00-850.000	Internal technology	Other services and charges	(11,494)
101-728.00-956.000	Conferences and workshops	Other services and charges	(12,000)
101-265.00-814.200	Janitorial contracts	Other services and charges	28,000
101-265.10-982.081	Electric Gator	Capital outlay	**23,530**
101-172.00-816.017	Executive coaching	Other services and charges	**(8,550)**
101-191.00-719.000	Unemployment insurance	Personnel services	**(35,000)**
101-215.00-705.315	Election workers	Other services and charges	**(30,000)**
101-215.00-716.000	Insurance	Personnel services	**(30,000)**
101-228.00-816.042	Professional Services - Network	Other services and charges	**(59,658)**
101-257.00-704.250	Final Payout	Personnel services	**11,588**
101-266.00-971.000	Land acquisition	Other services and charges	**(35,000)**
101-266.00-820.000	Property and liability insurance	Other services and charges	**(2,100)**
101-301.00-983.262	Vehicles - Forfeiture Contra	Capital Outlay	**150,000**
101-336.00-705.350	Auxiliary Firefighters	Personnel services	108,572
101-336.00-716.000	Insurance	Personnel services	37,000
101-336.00-706.000	Overtime - Fire	Personnel services	13,000
101-773.00-705.000	Temporary salaries	Personnel services	(1,600)
101-773.00-728.000	Postage	Other services and charges	(200)
101-773.00-740.000	Operating supplies	Supplies	(1,500)
101-257.00-704.250	Final Payout	Personnel services	2,200
101-803.00-880.400	Historical commission	Other services and charges	13,600
101-905.00-991.228	Principal - SBITA Exp	Debt Service	**55,132**
101-905.00-995.228	Interest SBITA Exp	Debt Service	**4,526**
101-966.00-995.262	Transfer to Forfeiture Fund	Transfers Out	(150,000)
			$ 51,530
		Net Increase (decrease) to fund balance	**$ 347,000**

Ending Fund Balance	**$12,829,502**
Fund Balance as a % of total annual expenditures	**30%**

Parks, Recreation, and Cultural Services Fund 208			
Revenues			
208-000.00-653.020	Sportsfield Rentals	Program Revenue	$ 18,000
208-000.00-653.629	Cultrual Arts Camp	Program Revenue	12,000
208-000.00-653.512	Camp Lakeshore	Program Revenue	30,000
208-000.00-653.642	Dance Programs	Program Revenue	16,000
208-000.00-653.567	Older Adult Fitness	Older Adult Program Revenue	20,000
			$ 96,000
Expenditures			
208-756.00-705.208	Parks Building Attendee	PRCS Administration	$ 25,000
208-756.00-960.010	Youth Soccer League	Program Expenditures	25,000
208-756.00-960.322	Pickleball Leagues	Program Expenditures	2,000
208-756.00-960.509	Sports Camps	Program Expenditures	30,000
208-756.00-960.642	Dance Programs	Program Expenditures	5,000
208-756.00-960.643	Theater Programs	Program Expenditures	9,000
			$ 96,000
		Net Increase (decrease) to fund balance	**$ -**

Ending Fund Balance	**$911,682**
Fund Balance as a % of total annual expenditures	**24%**

Forfeiture Fund 262			
Revenues			
262-000.00-699.101	Transfer From General Fund	Transfer in	$ (150,000)
			$ (150,000)
Expenditures			
262-302.00-983.001	Vehicles - Contra	Capital outlay	$ (150,000)
			$ (150,000)
		Net Increase (decrease) to fund balance	**$ -**

Budget Amendment# 2025-5 - June 2, 2025

GL #	Project/Item Description	Budget Category	Amount
	Library Fund 271		
Revenues			
271-000.00-402.000	Tax Revenue - Current Levy	Property taxes	$ 7,171
271-000.00-404.003	Tax Revenue - Brownfield B1	Property taxes	4
271-000.00-404.007	Tax Revenue - Brownfield B3 17	Property taxes	4,758
271-000.00-404.008	Tax Revenue - CIA Cap 2018	Property taxes	5,332
271-000.00-404.009	Tax Revenue - Brownfield B4 21	Property taxes	(36)
271-000.00-404.001	Tax Revenue - Brownfield B4X	Property taxes	64
271-000.00-412.000	Tax Revenue - C/Y Del PPT	Property taxes	8,000
271-000.00-414.000	Tax Revenue - Tax Tribunal Accr	Property taxes	1,000
271-000.00-415.000	Tax Revenue - Cnty Chargebk	Property taxes	(403)
271-000.00-567.000	State Aid	State sources	10,000
271-000.00-658.000	State penal fines	State sources	11,226
271-000.00-665.000	Interest on Investments	Interest income	56,000
271-000.00-669.500	Unrealized gain(loss) invest	Interest income	10,172
271-000.00-674.289	Adult Programming	Donations	8,450
271-000.00-674.400	Gifts and donations	Donations	(4,000)
271-000.00-675.000	Miscellaneous income	Other revenue	(6,000)
271-000.00-675.006	Car Charging	Other revenue	(50)
271-000.00-675.100	Copier	Other revenue	7,500
271-000.00-675.300	Meeting Room	Other revenue	2,500
			$ 121,688
Expenditures			
271-000.00-704.000	Permanent Salaries	Personnel Services	$ 29,405
271-000.00-705.000	Temporary Salaries	Personnel Services	(23,000)
271-000.00-706.000	Overtime	Personnel Services	500
271-000.00-716.000	Insurance	Personnel Services	5,000
271-000.00-716.200	HSA - Employer Contribution	Personnel Services	(1,900)
271-000.00-716.999	Ins. Employee Reimbursement	Personnel Services	(1,800)
271-000.00-719.000	Unemployment Ins	Personnel Services	(1,000)
271-000.00-726.400	Supplies - Cash Over/Under	Supplies	100
271-000.00-727.000	Office supplies	Supplies	(6,000)
271-000.00-728.000	Postage	Supplies	(3,000)
271-000.00-740.000	Operating supplies	Supplies	(6,800)
271-000.00-741.000	Supplies-Uniforms	Supplies	1,500
271-000.00-742.100	Book Fines	Supplies	(400)
271-000.00-802.000	Data Processing - OnBase	Other Charges and Services	300
271-000.00-802.100	Bank Service Charges	Other Charges and Services	(3,500)
271-000.00-803.000	Independent Audit	Other Charges and Services	(178)
271-000.00-806.000	Legal Fees	Other Charges and Services	(4,500)
271-000.00-817.000	Custodial Services	Other Charges and Services	8,000
271-000.00-818.000	TLN Central Services	Other Charges and Services	(5)
271-000.00-820.000	Property & Liability Insurance	Other Charges and Services	(1,126)
271-000.00-851.000	Telephone	Other Charges and Services	2,000
271-000.00-862.000	Mileage	Other Charges and Services	900
271-000.00-882.200	Employee Assistance Program	Other Charges and Services	1,000
271-000.00-900.000	Print, Graphic Design, Publish	Other Charges and Services	(7,000)
271-000.00-923.000	Water and Sewer	Other Charges and Services	300
271-000.00-934.000	Building Maintenance	Other Charges and Services	15,100
			$ 3,896
		Net Increase (decrease) to fund balance	**$ 117,792**
	Library Contribution Fund 272		
Revenues			
272-000.00-669.500	Unrealized gain (loss) Investments	Interest income	$ 17,048
272-000.00-674.036	Diversity, Equity & Inclusion	Donations	(500)
272-000.00-674.046	Makerspace (iCube) Rev	Donations	2,610
272-000.00-674.229	Raising a Reader Sponsors	Donations	(1,000)
272-000.00-674.230	Collections/Materials Rev	Donations	4,018
272-000.00-674.231	Buildings/Ground/Furniture Rev	Donations	3,068
272-000.00-674.232	Programming Revenue	Donations	10,589
272-000.00-674.233	Technology Library Rev	Donations	(1,000)
272-000.00-674.234	Undesignated Misc. Donations	Donations	(1,000)
272-000.00-674.235	Marketing Sponsorships	Donations	6,200
			$ 40,033
Expenditures			
272-000.00-742.036	Diversity, Equity & Inclusion	Supplies	$ (400)
272-000.00-742.046	Makerspace (iCube)	Supplies	3,610
272-000.00-742.230	Collections/Materials	Supplies	4,018
272-000.00-742.232	Programming Expenditures	Supplies	10,589
272-000.00-976.000	Bldg. Improvements/Furniture	Capital Outlay	18,300
272-000.00-976.140	Automated Return System (AST)	Capital Outlay	(86,850)
272-000.00-976.141	Main Entrance /Parking Lot	Capital Outlay	(20,000)
272-000.00-976.143	WiFi Upgrade; Firewall	Capital Outlay	15,000
			$ (55,733)
		Net Increase (decrease) to fund balance	**$ 95,766**

Budget Amendment# 2025-5 - June 2, 2025

GL #	Project/Item Description	Budget Category	Amount
Community Development Block Grant (CDBG) 274			
Revenues			
274-000.00-522.100	HCD Program reimbursements	Federal grants	$ 26,281
			$ 26,281
		Net Increase (decrease) to fund balance	**$ 26,281**
Water & Sewer Fund 592			
Revenues			
592-000.00-676.100	Insurance Reimbursement	Other revenue	$ 30,390
			$ 30,390
Expenditures			
592-536.00-820.001	Insurance deductibles	Other Charges and Services	$ 30,390
			$ 30,390
		Net Increase (decrease) to fund balance	**$ -**
Self Insurance - Health Care Fund 677			
Revenues			
677-000.00-676.677	Reimbursement - Stop Loss	Other revenue	$ 10,000
677-000.00-613.000	Charges for services	Licenses, permits, charges for services	610,000
			$ 620,000
Expenditures			
677-677.00-716.002	Health Insurance Claims	Personnel services	620,000
			$ 620,000
		Net Increase (decrease) to fund balance	-

CITY OF NOVI CITY COUNCIL
FEBRUARY 10, 2025

SUBJECT: Approval to purchase 134 rifles plates for the Novi Police Department from On Duty Gear, LLC., through an existing cooperative purchase agreement with North Carolina Sheriff's Association Fire Responder Supplies and Equipment Procurement Program (Contract #NCSA 25-02-0521) in the amount of $47,690 and amend the budget.

SUBMITTING DEPARTMENT: Public Safety

KEY HIGHLIGHTS:

- In 2023 the Novi Police Department transitioned to a load bearing external vest system.
- The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations.
- Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems.
- Current situation causes loss of less lethal force options, loss of evidence as body cameras are blocked, loss of communication equipment as well as other additional problems.
- Amend the General Fund budget to move $47,690 from the vacancy savings in the Economic Development department (101-728.00-705.000) to cover the cost of the rifle vest plates in the Police Department (101-301.00-986.057).

FINANCIAL IMPACT

	FY 24/25	FY 25/26	FY 26/27	Total
EXPENDITURE REQUIRED	**$ 47,690.00**	**$ 0**	**$ 0**	**$ 47,690.00**
BUDGET				
1. Rifle Vest Plates (101-301.00-986.057)	**$ 0**	**$ 0**	**$ 0**	**$ 0**
APPROPRIATION REQUIRED	**$ 47,690.00**	**$**	**$**	**$**
• Net effect to Fund Balance $0				

BACKGROUND INFORMATION:

In 2023 the Novi Police Department began to transition to a loadbearing vest system. Prior to this transition the majority of an officer's equipment (pistol, radio, Taser, magazines, baton, pepper spray, handcuffs etc.) was located on their belts. The hips are an unnatural location to carry such a heavy weight which resulted in adverse health conditions for our officers. The loadbearing vests allowed officers to move their equipment off their belts and distribute the weight more naturally across their torso and onto their shoulders. This was a positive and necessary change to improve the health and longevity of our officers.

The Novi Police Department has an expectation that its officers will promptly respond to and address high risk events such as an active shooter incident. According to the National Institute of Justice 25.1% of mass casualty incidents involved an assault rifle. Additionally, Department of Justice statistics on officers feloniously killed from 2010-2019 shows that nearly 20% of the 511 fatalities occurred using a rifle. Unfortunately, the soft body armor that our officers currently wear does not offer protection from rifle rounds.

The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations. Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems. This was not an issue when officer carried their equipment on their belts because the critical response vests did not prevent access to equipment. These problems are explained in detail on the attached memorandum.

The recommendation is that we purchase rifle plates for our external load bearing vests. This purchase will provide protection from rifle rounds when they are on routine patrol as well as for critical incidents.

The purchase will be made off the North Carolina's Sheriffs' Association First Responders and Equipment Procurement Program (NCSA – Contract #25-02-0521). Our current vest provider, On Duty Gear, LLC., is also our preferred vendor for this purchase based on the history of our relationship, length of the relationship (13 years), quality of product and customer on site services as well as providing an additional discount from the pricing provided off the NCSA Contract.

RECOMMENDED ACTION: Approval to purchase 134 rifles plates for the Novi Police Department from On Duty Gear, LLC., through an existing cooperative purchase agreement with North Carolina Sheriff's Association Fire Responder Supplies and Equipment Procurement Program (Contract #NCSA 25-02-0521) in the amount of $47,690 and amend the budget.

MEMORANDUM

TO: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY/CHIEF OF POLICE

FROM: DANIEL JENKINSON, SERGEANT

SUBJECT: RIFLE PLATE PURCHASE

DATE: JANUARY 8, 2025

BACKGROUND:
In 2023 the Novi Police Department began to transition to a loadbearing vest system. Prior to this transition the majority of an officer's equipment (Pistol, Radio, Taser, Magazines, baton, pepper spray, handcuffs etc.) was located on their belts. The hips are an unnatural location to carry such a heavy weight which resulted in adverse health conditions for our officers. The loadbearing vests allowed officers to move their equipment off their belts and distribute the weight more naturally across their torso and onto their shoulders. This was a positive and necessary change to improve the health and longevity of our officers.

The Novi Police Department also has an expectation that its officers will promptly respond to and address high risk events such as active shooter incident. According to the National Institute of Justice 25.1% of mass casualty incidents involved an assault rifle. Additionally, Department of Justice statistics on officers feloniously killed from 2010-2019 shows that nearly 20% of the 511 fatalities occurred using a rifle. Unfortunately, the soft body armor that our officers currently wear does not offer protection from rifle rounds.

The Novi Police Department currently supplies its officers with critical response vests that have a ballistic rating for rifle rounds. These critical response vests are only worn when an officer expects an increase likelihood that they will be shot and not during routine operations. Directive 740 mandates that officers "shall" wear these vests during certain high-risk situations. This has created a situation where officers are forced to wear a critical response vest over their external vest during certain incidents creating multiple safety and operational problems. This was not an issue when officer carried their equipment on their belts because the critical response vests did not prevent access to equipment. These problems are explained in greater detail in this memorandum.

LOSS OF LESS LETHAL FORCE OPTIONS:
Novi Police Officer are provided with multiple less lethal options to end a potentially deadly situation without loss of life. Equipment such as Tasers, Batons and Sabre Pepper Spray are all less lethal options afforded to Novi Police Officers. Most officers are carrying these items on their external vest which are covered up when utilizing our critical response vests. Losing access to these less lethal options will force officers to use

their handgun or rifle to end a situation that might have been resolved without loss of life.

LOSS OF EVIDENCE:
Novi Police Officers wear body cameras on their external vests which capture vital evidence. It is the publics expectation that video footage of critical events be available and can be used to quickly soothe public unrest over a controversial incident. Our current critical response vests cover up our body worn cameras making the footage useless. Covering our cameras during events that have a higher likelihood of deadly force being used will degrade public trust and increase liability.

LOSS OF COMMUNICATION EQUIPMENT:
Maintaining communication is one of the most important elements of any critical event. The proper flow of information is vital to managing resources and maintaining operational integrity at any major incident. The majority of Novi Police Officer currently wear their radios on their external vests. When our current critical response vests are placed over our radios it renders them inoperable during a critical event such as an active shooter. This will make relaying lifesaving information such as the location of victims and the shooter impractical. Also, officer will not be able to broadcast their location which will increase the possibility of blue on blue fatality and decreased operational efficiency.

ADDITIONAL PROBLEMS:
The majority of the equipment on an Officer external vests is located toward the waistline. When our critical response vests are placed over our external vests they do not sit flat but on an angle towards the officer's neck. This angle will push projectiles or fragmentation toward an officers unprotected neck. This angle also makes taking a precision shot from the prone position impractical if not impossible.

During a critical incident such as a school shooter every second counts. Officers in recent events have come under public scrutiny for taking time to put on additional equipment while kids are actively dying. The time it takes for officers to put on their critical response vests will slow their response and potentially cost lives.

It should also be noted that officers may not have access to additional equipment such as additional pistol magazines, handcuffs and tourniquets since they would be covered by the critical response vests.

RECOMMENDATION:
I would highly recommend making the purchase of rifle plates for our external vests a priority. This purchase will provide protection from rifle rounds when they are on routine patrol as well as for critical incidents. We fully expect that our officers will run into certain priority calls such as active shooter incidents in schools. Failing to provide our officers with the lifesaving protection they need to survive an incident that we expect them to enter is problematic. Three officers in Michigan have already been fatally shot this year and the state of Michigan has experienced two school shootings in addition to a mass shooting at a children's splash pad.

PURCHASE:

(14)- 7 X 9 Plates	$3,710.00
(76)- 8 X 10 Plates	$26,600.00
(44)-10 X 12 Plates	$17,380.00
Total:	$47,690.00

Picture of Officer without critical response vest.

Picture of critical response vests when worn over external vest.

Picture of critical response vests when worn over external vest.

ON DUTY GEAR, LLC
44315 N. Groesbeck Hwy.
Clinton Township, MI 48036
Phone: (586) 463-0099

Quote

Date	Quote #
1/27/2025	4263

Name / Address
Novi Police Dept. ATTN: Dan Jenkinson 45125 W. 10 Mile Rd. Novi, MI 48375

Terms	Rep	Project
Net 30		

Item	Description	Qty	Cost	Total
AE-PLTAEICW7X9	Armor Express Surge Level III ICW Multi-Curve Rifle Plate-Full Cut	14	265.00	3,710.00
AE-PLTAEICW8X10	Armor Express Surge Level III ICW Multi-Curve Rifle Plate-Full Cut	76	350.00	26,600.00
AE-PLTAEICW10X12	Armor Express Surge Level III ICW 10x12 Rifle Plate-Shooter's Cut, Multi-Curve	44	395.00	17,380.00
	FREE SHIPPING Quote Valid Through 02/28/2025 PLEASE NOTE: On Duty Gear is the #1 National Distributor of Armor Express Body Armor and is able to facilitate purchases for agencies through any State contracts, including the recent North Carolina Sheriff's Association Contract #NCSA 25-02-0521. As the top National Distributor, On Duty Gear is able to extend an additional pricing discount for their preferred customers, which includes the Novi Police Dept.			

Total $47,690.00

CITY OF NOVI CITY COUNCIL
NOVEMBER 12, 2024

SUBJECT: Consideration of approval to award the Janitorial Services contract to GDI Integrated Facility Services in the amount of $255,024 for one (1) year with the option of two (2) one-year renewals.

SUBMITTING DEPARTMENT: Integrated Solutions - Facilities Management

KEY HIGHLIGHTS:

- Terminating current janitorial services agreement with Master Maintenance.
- Signing a new agreement with GDI Integrated Facilities Services for one year.
- Amending the current budget to reflect a $28,000 increase in service cost. The amendment will appear in the 2nd quarter budget amendment.
- The current year-to-date interest income is higher than expected, and the additional income will be available to cover the additional janitorial costs; this will be reflected in the 2nd quarterly budget amendment.

FINANCIAL IMPACT

	FY 24/25	FY 25/26	Total
EXPENDITURE REQUIRED	**$ 28,000**	**$ 255,024**	**$ 283,024**
BUDGET General Fund, Janitorial Contracts 101-265.10-814.200	**$ 199,674**	**$ 255,024**	**$ 454,698**
APPROPRIATION REQUIRED	**$ 28,000**	**$ 0**	**$ 0**
FUND BALANCE IMPACT	**$ 28,000**	**$ 0**	**$ 0**
A difference of $28,000 for the remaining fiscal year of January through June 2025.			

BACKGROUND INFORMATION:

The City of Novi contracts for janitorial services at the following locations: City Hall/Civic Center, Public Safety Building, Firearms Training Center, Department of Public Works, Township Hall, and Lakeshore Park Community Building. The current contract was established in March of 2024 with Master Maintenance and was intended for one year of service with the option of two additional renewals. Over the last six months, Facility Management Staff have evaluated the current vendor's performance, received input from building stakeholders, and performed reviews with the vendor. It has been determined that the cleaning needs of the buildings are not being met consistently, and the terms of the agreement are not being fulfilled. High staff turnover, insufficient training, and ineffective supervision have all been consistent issues with Master Maintenance, resulting in daily complaints and service requests for Facilities Staff. Several attempts have been made to correct these concerns through on-site meetings and walkthroughs with the vendor, but there have been no improvements. At this juncture, Facilities Staff and invested parties believe that the current contract is not salvageable and recommend termination of the agreement with Master Maintenance within 30 days due to lack of performance.

GDI Integrated Facility Services was the second highest-ranked bidder when the original Request for Proposal was posted on the Michigan Intergovernmental Trade Network (MITN) website in March 2024. Master Maintenance was ultimately chosen over them due to cost. Over the last two weeks, the facilities staff have repeatedly met with the administration and staff from GDI. The pre-action plan included building walkthroughs, reviewing the scope of work in the contract, and GDI's operational plan for Novi's buildings. After multiple conversations, the team believes that GDI has the capability, personnel, equipment, and experience to carry out this contract. This ability was confirmed through feedback from the Novi Public Library, who hired GDI in June 2024 and have had nothing but positive feedback on their performance.

GDI Integrated Facility Services has agreed to honor their bid from the RFP in March of $255,024 for one year of cleaning service with the option of two additional one-year renewals. The current agreement with Master Maintenance is $199,675 for the same term. With six months left (services starting January 1) until the end of the fiscal year in which Facilities Management was budgeted for the cost of Master Maintenance's services, there would be a difference in cost of $28,000 that is needed to cover the services of GDI. After July 1, 2025, Facilities Management has requested a budget adjustment to cover the cost of GDI's services moving forward.

RECOMMENDED ACTION: Consideration of approval to award the Janitorial Services contract to GDI Integrated Facility Services in the amount of $255,024 for one (1) year with the option of two (2) one-year renewals.

CONTRACT FOR JANITORIAL SERVICES

THIS CONTRACT FOR SERVICES AND MATERIALS ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and GDI Integrated Facility Services, whose address is 24300 Southfield Road Suite 300 Southfield, MI. 48075, (hereinafter referred to as "Contractor").
THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on January 1, 2025 and end on January 1, 2026. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials provided and work performed in connection with the billing and the hours and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: **Termination.**

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: **Independent Contractor Relationship.**

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract

and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

A. *Entire Agreement*. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. *Compliance with Laws*. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public

governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

C. *Governing Law*. This Contract shall be governed by the laws of the State of Michigan.

D. *Assignment*. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.

E. *Third Parties*. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.

F. *Notices*. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

Client: City Manager Victor Cardenas and City Clerk Cortney Hanson
Contractor: GDI Integrated Facility Services

G. *Changes*. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

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

I. *Jurisdiction and Venue of Contract*. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

J. *Conflict*. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

K. *Anti-Discrimination*. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES OF SIGNATURES:	CITY OF NOVI
_____	_____
Date: _____	By: Justin Fischer Its: Mayor
_____	_____
Date: _____	By: Cortney Hanson Its: Clerk

WITNESS AND DATES OF SIGNATURES:	CONTRACTOR
_____	_____
Date: _____	By: GDI Integrated Facility Services Its:

SCHEDULE A will be attached to and become part of the contract. Schedule A consists of the contractor's proposal and the RFP documents.

CITY OF NOVI
JANITORIAL SERVICES

FEE PROPOSAL FORM
(MUST BE SEALED IN A SEPARATE ENVELOPE)

The undersigned, as proposer, declares that he has visited the building(s) to be cleaned and has familiarized himself with the type of services desired and has carefully examined the specifications and instructions to proposers, which he understands and accepts as sufficient for the purpose, and agrees he will furnish to the City the specified services and will accept in full payment therefore the following amounts:

ITEM #I – City Hall, 45175 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 5 times/week	Month	$ 4,105.00	$ 49,260.00
Optional Nightly Cleaning	Saturday	$ 602.00	NA

ITEM #2 – Community Center/Atrium, 45175 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 7 times/week	Month	$ 7,146.00	$ 85,752.00

ITEM #3 - Novi Police Department, 45125 Ten Mile Road

Item	Unit	Unit price	Total Annual Cost
Nightly cleaning 5 days/week/2nd floor, 7 days/week/1st floor	Month	$ 6,314.00	$ 75,768.00

ITEM #4 – Department of Public Works, 26300 Lee BeGole Dr.

Item	Unit	Unit price	Total Cost
Nightly cleaning 5 times/week	Month	$ 1,810.00	$ 21,720.00

ITEM #5 – Indoor Gun Range, 26350 Lee BeGole Dr.

Item	Unit	Unit price	Total Annual Cost
5 days/week, as specified	Month	$ 617.00	$ 7,404.00

ITEM #6 – Township Hall, 45375 Ten Mile Rd.

Item	Unit	Unit price	Total Annual Cost (6 months)
3 days/week, as specified (May – Oct)	Month	$ 416.00	$ 2,496.00

ITEM #7 – Lakeshore Park, 601 South Lake Dr.

Item	Unit	Unit price	Total Annual Cost (6 months)
7 days/week, as specified (May – Oct)	Month	$ 1,404.00	$ 8,424.00
3 days/week, as specified (Nov-April)	Month	$ 700.00	$ 4,200.00

COMMENTS/EXCEPTIONS (all exceptions must be listed):

No exceptions.

We have included a letter from our bonding company indicating that we are able to obtain a Performance Bond with the specific language & format as specified in the RFP documents.

Yes X No _____

We understand that if we are not able to get the required performance bond after the contract has been awarded, the contract award will be rescinded.

Yes X No _____

GDI Integrated Facility Services

GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, MI 48075

FEE PROPOSAL FORMS

City of Novi

REQUEST FOR PROPOSAL

Janitorial Services

SUBMITTED TO

Tracey Marzonie
City of Novi
Finance Department – Second Floor
45175 Ten Mile Rd.
Novi, Michigan 48375-3024

SUBMISSION DATE

Friday, January 26, 2024

PREPARED BY

Tom Philliben
Vice President of Business Development Manager
GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, Michigan 48075
T: 248.395.1161 | C: 248.467.6340

ORIGINAL

GDI Integrated Facility Services

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GDI Integrated Facility Services

January 26, 2024

CITY OF NOVI
Finance Department – Second Floor
45175 Ten Mile Rd.
Novi, Michigan 48375-3024

Attn: Ms. Tracey Marzonie
Purchasing Accountant

Re: Janitorial Services Quote

Dear Ms. Marzonie:

GDI Services is pleased to provide you with a response to your request for proposal, along with our credentials demonstrating our capabilities to offer janitorial services to the City of Novi.

GDI offers a comprehensive range of services that are customized to meet the unique needs of each client. Whether you need janitorial services, mechanical engineering, carpet cleaning, window cleaning, pressure washing, landscaping, or specialized services, we have the resources and expertise to deliver top-notch results.

Our team of experienced professionals provides the highest level of service possible. We take the time to understand your business and tailor our services to your specific needs and budget. Our team is available 24/7 to ensure that your facility is always clean and well-maintained.

At GDI Services, we prioritize sustainability and are committed to reducing our environmental impact. We use eco-friendly cleaning products and equipment, and our team members receive ongoing training to ensure they are using best practices.

We have provided information that further describes our capabilities and commitment to you and your organization. Should you need additional information, please feel free to call me at (248) 395-1161 or email tom.philliben@gdi.com.

Regards,

Thomas F. Philliben
Vice President of Business Development

TFP/ads

GDI Services Inc.
24300 Southfield Rd., Ste. 300
Southfield, MI 48075
www.gdi.com

REQUESTED BID DOCUMENTS

This section contains the following:

- Non-Iran Linked Business
- Contractor Qualifications Questionnaire
- Sample Certificate of Insurance
- Bid Bond
- Surety Letter

We acknowledge receipt of the following Addenda: #1
(please indicate numbers

NON-IRAN LINKED BUSINESS

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

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) GDI Services Inc.

Address 24300 Southfield Road, Suite 300

City Southfield State Michigan Zip 48075

Telephone (248) 483-3170 Fax (947) 282-2144

Representative's Name Thomas Philliben

Representative's Title Sr. Development Manager

Authorized Signature

E-mail thomas.philliben@gdi.com

Date 01/19/2024

CITY OF NOVI

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE

JANITORIAL SERVICES

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

Name of Firm GDI Services Inc.

Address: 24300 Southfield Rd., Ste. 300

City, State Zip Southfield, Michigan 48075

Telephone (248) 483-3170 Fax (947) 282-2144

24 Hour/7-Day Emergency Telephone Number _____

Agent's Name (please print) Thomas Philliben

Agent's Title V.P. of Business Development

Email Address: tom.philliben@gdi.com

Website www.gdi.com

1. Organizational structure: Corporation, Partnership, etc. Corporation
2. Firm established: 2012 Years in business: +100
3. Has your firm filed for Chapter 7 or Chapter 11 within the last ten (10) years?

   No X Yes _____ Reason: _____
4. Under what other or former names has your organization operated?

   GDI Omni
5. How many full time employees? Over 36,000 Part time? _____
6. Please describe your employee hiring and training procedures.

   The hiring process is performed through our in--house recruiter/hiring manager. Training is performed by the Supervisors along with documentation. For further details, refer to pages 27 & 29 of the RFP response, as well as, 6.2 (Hiring) and 6.8 (Training) of the GDI C.O.R.E. Policy, attached separately.

7. Please describe your background check procedures and qualifications for employment.

   _____

Drug screening and background checks are part of the hiring process. Background checks are performed through BSCAIbackgroundchecks. For further detail, refer to page 29 of the RFP response, as well as 6.3 and 6.12 of the GDI C.O.R.E. Policy, attached separately.

8. Please describe your background check procedures on current employees.

Once an employee is hired, they go through the background checks as part of the hiring process. If an annual background screening is required, this would need to be negotiated into the contract.

9. Address of facility that will service this account. Include office and any equipment/storage locations.

GDI USA Corporate Office is located at 24300 Southfield Road, Suite 300, Southfield, Michigan 48075.

10. Distance of this facility from Novi Civic Center. 16 miles
11. Are you able to provide insurance coverage as required by this RFP? Yes
12. Provide information relative to the experience your company has had working with municipalities. Please provide the names of municipalities where service was provided, whether all available contract renewals were awarded, and if you are still continuing services for that agency. Include additional sheet, if necessary.

Please refer to the answer to #22. All three listed references are municipalities that we have extended contract renewals to date.

13. Provide information relative to the experience your company has had working with Police Departments. Please provide the names of sites where service was provided.

Wayne County Jails #1, #2 & #3. as well as the Detroit Public School Community District Police Precinct

14. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

GDI is financially strong and is a publicly traded company on the Toronto stock exchange with revenues exceeding $2,000,000,000.

15. Identify the number of employees in your firm who would be assigned to clean each facility during a scheduled cleaning shift for each of the facilities below. All shift supervisors/managers should be specially noted.

Location	Number of employees to be assigned to **clean** each building each night		Number of hours to be worked by **each** employee **each** night		Total number of "cleaning" hours each night	Are any of the cleaning people considered supervisors or managers? If so, how many?	Will there be any additional managers on site each night? If so, how many hours per night?
City Hall	3	X	1.83	=	5.5	1	0.50
Community Center/ Atrium	3	X	2.66	=	8	1	0.50
Police Department	3 (Mon-Fri) 2 (Sat & Sun)	X	2.66 2	=	8 4	1	0.50
DPW	1	X	3	=	3	0	No
Indoor Gun Range	1	X	1	=	1	0	No

Township Hall	1	X	1	=	1	0	No
Lakeshore Park	1	X	1.5	=	1.5	0	No

Describe the assignment of managers here, if necessary, to clarify the table above:

One working supervisor will be assigned to this site to perform cleaning duties and supervision, with time to evaluate each night. An area manager that has this account in their geographic territory will be responsible for inspections and managing the on-site crew. The area manger reports to our Director of Operations, who reports to our V.P./General Manager of Operations.

16. How many clients does your company currently serve with the type of services described? Provide a list.

Currently we have 168 janitorial services clients. All Client information is confidential.

17. Provide a list of equipment that will be on site and available for use by the crew performing the cleaning (including vacuums, scrubbers, buffers, etc). Provide an additional sheet if necessary.

Equipment to be kept on site _____

Equipment list is attached at the end of this questionnaire.

Equipment available _____

Whatever is needed.

18. Based on your company resources, are you able to perform all janitorial expectations outlined in this contract within the timeframe allocated?

Yes, GDI is more than capable to perform all janitorial expectations, here within.

19. Provide the company's method of approach or work plan to meet the City's needs for the scope of work specified, **including start-up timeline** and start-up procedures. Use an additional sheet if necessary.

GDI is well experienced in all facets of transition management in facilities operations and maintenance. Having transitioned numerous facilities in recent years, we understand the importance of developing comprehensive mobilization plans in close collaboration with the client and all stakeholders in the critical first weeks of our engagement in a contract.
In a typical new transition, GDI will commit resources and experienced team members to develop processes, assume operations, and mitigate risk during the transition phase and to ensure that the changes at the client's facility(s) are seamless for all building occupants.
GDI understands the present transition requirements and has an established staffing model, operations, and back-end processes already in place. However, GDI considers it to be a best practice to conduct proper kick-off and review meetings to ensure seamless transition from one contract period to another. In essence, these activities can be encapsulated in a truncated transition plan. This attention to detail ensures that going forward GDI can continue to operate in the customer's best interest. Periodic reports will be made to the customer regarding timeline progress. For example and additional information, refer to page 38, Transition Plan of RFP response.

20. Provide a description of your company's philosophy relative to customer satisfaction (handling complaints, offering suggestions, etc) and the implementation of environmentally friendly cleaning solutions.

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

GDI Tracker provides operators the ability to monitor all services for compliance, tenant communication, and efficiency. This is provided in real-time visualizations of floor plans and can be filtered by job routine, duration, or zone.

It also generates reports on compliance and internal follow-up processes to address any non-compliant tasks. GDI Tracker features email alerts so no notifications are missed.

21. As part of your proposal, your company is requested to provide a Quality Assurance Plan. Please explain how similar plans offered through your company have been

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

22. **References**: Provide at least three (3) references for projects that are comparable in scope to this RFP. Several references from municipalities would be desirable.

Company Detroit Public Schools Community District

Address Fisher Building, 11th Floor, 3011 W. Grand River, Detroit, MI 48202

Phone (313) 576-0339 Contact name Cleveland Simmons

Scope of work Management, Custodial, Maintenance & Mechanical Services

Contract dates 2017 to current

Company Detroit Sewer & Water

Address 735 Randolph, 18th Floor, Detroit, Michigan 48202

Phone (313) 267-8000 Contact name Erika Meah-Williams

Scope of work Custodial services

Contract dates 2015 to current

Company Great Lakes Water Authority

Address 735 Randolph, Detroit, MI 48226

Phone (313) 964-9515 Contact name Paula Anderson

Scope of work Custodial services for appx 40 locations

Contract dates 2015 to current

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

No X Yes _____

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

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: Thomas J. Philliben

Representative's Name (please print) Thomas Philliben

Date 01/25/2024

EQUIPMENT LIST	City Hall	Community Center & Atrium	Police Department	DPW	Indoor Gun Range	Township Hall	Lakeshore Park
Maid Cart	1	0	1	0	0	0	1
Mop/Bucket	2	1	2	1	1	1	2
Brute + Dolly	1	1	1	1	1	1	1
Vacuum - Upright	1	0	1	1	1	0	0
Vacuum - Wet/Dry	1	0	1	1	0	1	1
Vacuum - Back pack	1	1	1	0	0	0	0
Small Walk behind Auto Scrubber	0	0	0	0	0	0	1
Walk behind Auto Scrubber	1	0	1	0	0	0	0
Rider Auto Scrubber	0	1	0	0	0	0	0
Low Speed Scrubber	1	0	1	0	0	0	0
High Speed Buffer	1	0	1	0	0	0	0
Gondola	1	0	1	0	0	0	0
Turbowand Carpet Extractor	1	0	1	0	0	0	0
Doodle Scrub Deluxe	1	0	1	0	0	0	0
Miscellaneous small cleaning tools	1	1	1	1	1	1	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2023

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
15 South Main Street
Greenville SC 29601

CONTACT NAME: Tyler Macolly
PHONE (A/C, No, Ext): 864-239-2415 FAX (A/C, No): 864-239-2435
E-MAIL ADDRESS: tyler_macolly@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Twin City Fire Insurance Company	29459
INSURER C : Continental Insurance Company	35289
INSURER D : Navigators Insurance Company	42307
INSURER E :	
INSURER F :	

INSURED IHSERVI-01
GDI Services, Inc.
24300 Southfield Road
Southfield, MI 48075

COVERAGES **CERTIFICATE NUMBER:** 1424754799 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			20CSES8602	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X Hired Autos X NonOwnedAuto			20ABS86003	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7063350762	10/1/2023	10/1/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20WBRS86001	10/1/2023	10/1/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess UMB			GA23EXRZ0F16BIV	10/1/2023	10/1/2024	Each Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Larry L. Smith

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AIA Document A310 - Electronic Format

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

KNOW ALL MEN BY THESE PRESENTS, that we

GDI Services Inc.
24300 Southfield Rd. Suite 300
Southfield, MI 48075

as Principal, hereinafter called the Principal, and

ATLANTIC SPECIALTY INSURANCE COMPANY,
One State Street Plaza, 31st Floor
New York, NY 10004

a corporation duly organized under the laws of the State of New York as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Novi
45175 Ten Mile Road
Novi, MI 48375

as Obligee, hereinafter called the Obligee, in the sum of five percent of the tender amount (5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Janitorial Services.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th, day of January 2024.

GDI Services Inc.
(Principal) (Seal)

EXECUTIVE CHAIRMAN
(Title)

GDI SERVICES INC. CORPORATE SEAL 2012 DELAWARE

(Witness)

ATLANTIC SPECIALTY INSURANCE COMPANY
(Surety) (Seal)

Caroline Giroux-Bernard, Attorney-in-Fact

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 EDITION - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Annie Deschatelets, Benoit Phenix, Candice Archer, Caroline Giroux-Bernard, Charles Hébert, Daniel Leclerc, Francois Forget, Jerome Caron, Lucie Carpentier, Mark Donahue, Martine Watson Monette, Maryse Caissy, Natalie Harkin, Olivier Turcotte, Pascal Tessier, Philippe Sirois, Pierre-Olivier Naud, Sophie Paré, Sylvain Darsigny, Sylvie Mendonca, Yves Boilard**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 26th day of January, 2024.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

intact INSURANCE surety

ATLANTIC SPECIALTY INSURANCE COMPANY

No. 7710593-24-028

WHEREAS: **GDI Services Inc.** hereinafter called the Principal

has presented a written tender to **City of Novi** hereinafter called the Obligee

dated the _____ concerning: **Janitorial Services.**

We**, Atlantic Specialty Insurance Company,** a corporation duly organized under the laws of the State of **New York** as Surety, hereinafter called the Surety, undertake to grant to the Principal the following bond(s) if the Principal duly signs a contract with the Obligee.

1. Performance bond for an amount equivalent to **One hundred percent (100%)** of the price of the contract, subject to a maximum amount of **N/A (N/A)**.

2. Labour, material and service payment bond for an amount equivalent to **N/A (N/A** of the price of the contract, subject to a maximum amount of **N/A (N/A)**.

Should the said tenderer fail to sign such a contract, we will pay the difference in cash between the amount of the tender and the amount of the legal contract which you will be called upon to sign with another contractor to execute the contract, if the latter is higher, however without exceeding **five (5%)** of the tender amount.

The present letter of consent is null and void, unless the application for the bond(s) is made to us in writing within the **one hundred twenty days (120)** days following the closing date of the call for tenders.

This Surety's Consent shall be null and void unless the Obligee, when requested by the Surety and before the issuance of the above-mentioned bond(s), provides to the Surety the list of bidders and the bid price of each bidder.

Signed at **Montreal,** this **26th** Day of **January** 2023**.**

Surety

Atlantic Specialty Insurance Company

_____

Caroline Giroux-Bernard, Attorney-in-Fact

One State Street Plaza, Floor 31
New York, NY 10004
intactspecialty.com/surety

EXECUTIVE SUMMARY

We understand that your responsibility is to procure quality janitorial services from innovative strategic suppliers with the **highest value possible**. GDI is the best supplier to help you achieve this mission. After review of your RFP and our knowledge of City of Novi, GDI has created a program that will provide you with the highest level of service with the communication and transparency that one would expect to come from a reliable service partner.

Quality Assurance Differentiators Collaborative and Transparent

- Account Management
  - Local Office, including area managers & operations managers, supports account managers & cleaning staff
  - Account manager ensures scope of work is executed, staff is trained, & program is measured for performance & safety
  - Regional Management, which includes our Sr. VP of Operations, will support the local team & participate in service reviews
- Quality measurement & management platform includes electronic scoring, reports & work orders with real time access to all stakeholders
- Training - Success of our services resides with a well-qualified and continuously trained service professional
- Quality certifications – CIMS, ISO9001

GDI Difference Experienced and Innovative

- Innovative technologies that bring our customers quality and reliable service
- Integrated service organization that gives you the flexibility to choose from a wide range of facility management services
- At the forefront of environmental stewardship, social impact, & governance
- Ability to service national & multi-regional property portfolios
- GDI has earned numerous industry awards, including the BOMA Pinnacle Award for standards of excellence towards customer service, innovation, teamwork, and commitment to clients
- Decades of unrivaled experience
- Long-standing relationships with diversified customer base

The Cleaning Industry Management Standard (CIMS) Verified Excellence

- CIMS is the universally accepted standard for quality in the cleaning industry
- It is a management framework based on universally accepted and proven management principles of successful cleaning operations
- GDI was a charter member of the CIMS standard – 1 of only 20 such companies
- GDI is proud to have achieved the highest level of certification possible - Certified with Honors – for CIMS as well as CIMS GB, the green building component

ISO 9001/ISO 14001 Audits on Quality & Environmental Practices

- GDI was the first janitorial company in the U.S. to be ISO 9001 Quality Management Systems Certified and later, ISO 14001 Environmental Management Systems Certified
- We emphasize our credibility with independent scrutiny and we routinely subject ourselves to rigorous external audits
- Audits are conducted of our:
  - management processes
  - controls
  - quality standards
  - environmental policies

For over 90 years, GDI Services has provided comprehensive janitorial and cleaning solutions and responsive management attention for our clients. Our service superiority and organizational integrity is built on our Client First philosophy and care for our employees. Our innovative solutions and transparent/communicative partnership tenet assure our clients that performance is measured and reported proactively.

GDI ORGANIZATION AND MANAGEMENT

About Us

GDI Integrated Facility Services is a dynamic organization committed to excellence in its industry. The company's organizational structure is designed to foster collaboration and innovation. Led by a visionary leadership team, GDI embraces a flat hierarchy, promoting open communication and efficient decision-making.

Our management approach prioritizes transparency and employee empowerment. Regular team meetings and clear communication channels ensure that everyone is aligned with the company's goals. GDI values a culture of accountability, where each team member plays a crucial role in achieving our shared objectives.

In addition to a well-defined organizational structure, GDI has implemented robust management practices. Our management team prioritized professional development, ensuring that employees have the tools and skills needed for success.

Our client-first philosophy means we are committed to your satisfaction. We customize our services to fit your needs; and you will enjoy a clean, healthy, and welcoming environment to include the following:

- → One provider and one solution for all your facility services
- → Decades of unrivaled experience that can be used to your benefit
- → Thousands of dedicated team members across North America
- → Transparent reporting for accountability and quality assurance
- → A company at the forefront of environmental stewardship, social impact, and governance
- → Diversified customer base with long-standing relationships
- → Ability to service national and multi-regional property portfolios.

1.5 billion square feet serviced and counting!	**36,000 +** dedicated employees	**2,440** highly trained technical experts	**97** years in janitorial service industry
100% eco-friendly cleaning solutions	**43** strategic acquisitions since 2008	**44** regionally managed offices	**700** Modern franchises

NATIONAL REACH, LOCAL TOUCH

With 44 regionally managed offices across the US and Canada, GDI has a national reach with a truly local touch.

USA

Alsip | Battle Creek | Seattle | Chicago | New York | Boston | Flint | Indianapolis | Philadelphia | Pittsburgh | Manchester | Northbrook | Portland | Detroit | Syracuse | Toledo | Cleveland | Waltham | Memphis | Atlanta | South Carolina | North Carolina

CANADA

Calgary | Edmonton | Fredericton | Halifax | Kitchener | Lethbridge | London | Moncton | Montreal | Ottawa | Quebec City | Regina | St. John | Stratford | Sudbury | Thompson | Toronto | Vancouver | Vancouver Island | Winnipeg | Windsor

Our Services

GDI provides a full range of integrated facility services including:

- Cleaning Services
- Energy Management
- Disaster Restoration
- Specialty Cleaning
- Technical Trade Services
- Event Support

We service a wide range of facilities, including:

- Shopping Centers and National Retail Stores
- Educational Facilities
- Laboratories
- Industrial and Institutional Buildings
- Hospitals and Healthcare Centers
- Hotels
- Office properties
- Recreational Facilities
- Airports

- Janitorial
- Food Sanitation
- Floor Stripping, Polishing, and Refinishing
- Carpet Cleaning
- HVAC Cleaning
- Light Fixture Cleaning
- Upholstered Furniture and Cubicle Cleaning
- Building Sanitation
- Blind Cleaning
- Recycling Programs
- Terminal Cleaning

Specialty Cleaning Services

- Spring cleaning
- Post-construction
- Pressure washing
- Parking lot cleaning and line painting
- Compactor and garbage room
- Server room
- High dusting
- Concrete sealing and refinishing
- Pest excrement
- Floor maintenance
- Move-in/out
- Pipe dusting and cleaning
- Elevator pit
- Mechanical and electrical room
- Contract staffing
- Kitchen
- Industrial

Technical Trade and Energy Management

- Building automation systems
- HVACR
- Refrigeration
- Plumbing and mechanical
- High voltage and power systems
- Pumps, motors, and industrial electronics
- Emergency preparedness
- Cabling and data communications
- New installation services
- Equipment modernization and upgrades
- Maintenance and testing services
- Engineering services
- Energy management
- Energy efficiency advisory

Disaster Restoration

- Fire, water, and damage recovery
- Documentation and media restoration
- Mold remediation
- Asbestos removal management
- Carpet cleaning
- Pack-out services
- Demolition, renovation, and reconstruction
- Decontamination

Event Support

- Pre-event check
- Set-up support
- Full area cleanliness review
- Support employee and management deployment
- Logistics and loading dock support
- Logistics and operational support
- Continuous monitoring, including sanitary installations
- Waste management and sorting
- Full facility cleaning
- Equipment disassembly support
- Furniture storage

Vision, Mission, and Values

Our Vision

GDI aims to be the world-leading provider of facility services and solutions.

Our Mission

To consistently deliver the best, most trusted facility services and innovative solutions to meet our clients' needs and standards.

Our Core Values

Quality **We deliver the highest level of service and value to our clients.**	***Accountability*** **We always deliver on our commitment to clients, employees, and stakeholders.**
Innovation **We are pioneers of innovation in the marketplace and continuously look for opportunities to improve.**	***Team*** Our people are our key differentiator; we are passionate, knowledgeable, and work together to succeed.
Integrity **We believe our values should never be compromised, and we always strive to do the right thing.**	***Safety*** We believe that all injuries are preventable, and the safety of employees is our top priority.
Collaboration **Our success relies on the collaborative efforts of our various business units, working together to be the industry leader.**	***Trust*** We earn the trust of our colleagues, clients, and shareholders through unquestioned integrity
Diversity **We value the uniqueness of our people, their cultures, work styles, and talents.**	***Transparency*** We believe in transparency and achieve it through free and open communication.

Management Profiles

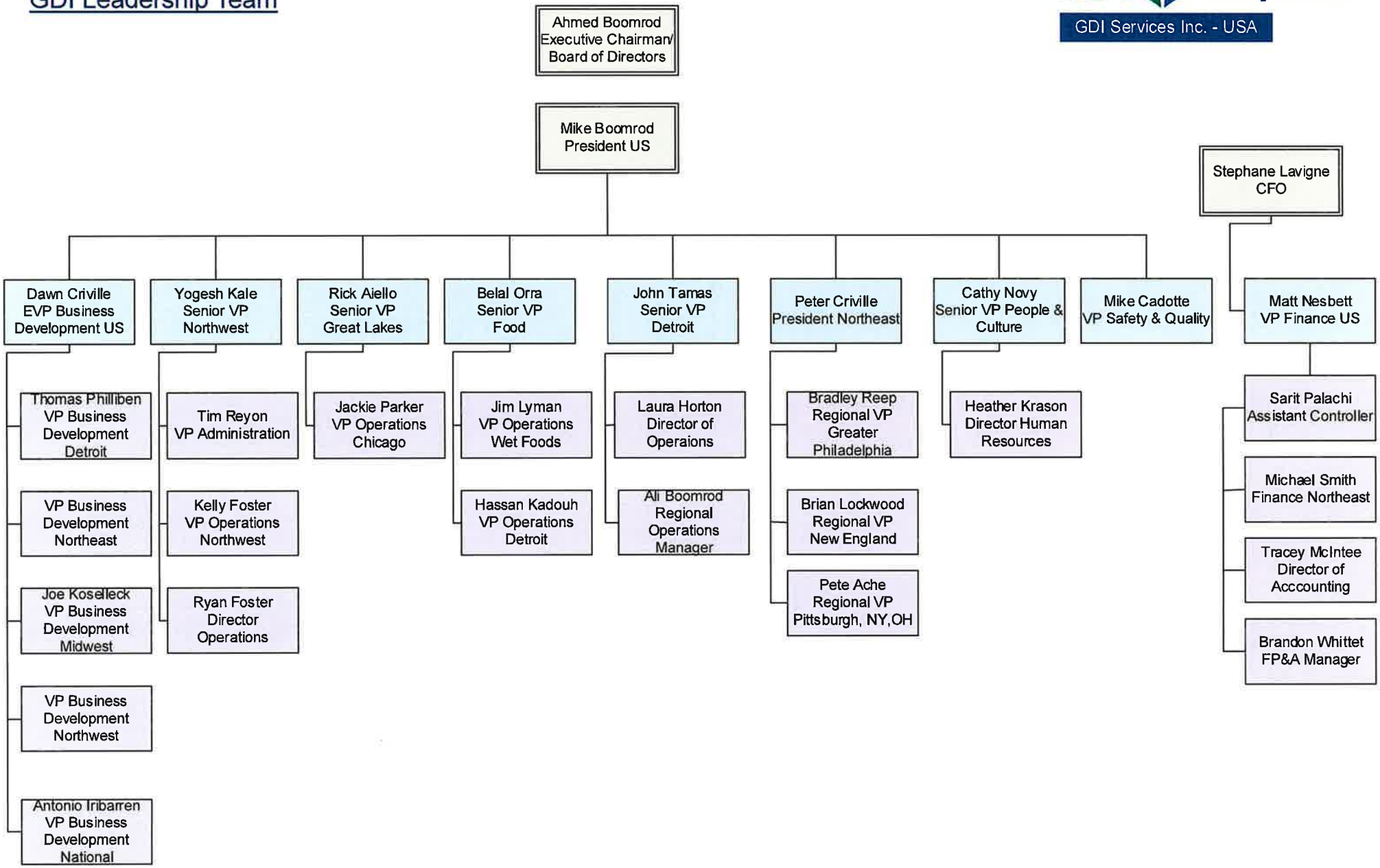
GDI's management team is comprised of individuals with many years of experience in the facility services industry. These individuals possess a broad range of skills and expertise in a variety of disciplines. Each member of the team is committed to the professionalism of the facility service industry and the success, directly or indirectly, of your facility service program. We welcome this opportunity to briefly introduce them and their backgrounds and look forward to personally meet with your team.

Mike A. Boomrod	**President**
Education:	University of Michigan Dearborn – Bachelor of Science
Experience:	25 years of Operational Management in Janitorial Services
Professional Membership:	Member of the Cleaning Coalition of America
Mike Cadotte:	**Vice President U.S. – Safety and Quality**
Education:	BSBA, Central Michigan University – Business Administration/International Concentration Certificate of Proficiency in Food Science – Ohio State University Green Clean Professional – ISSA Green Clean University
Experience:	29 years of experience in: Client Relations, Account Services, Safety, and Quality (ISO and CIMS programs)
Hassan Kadouh	**Senior Executive Vice President – US Region**
Education:	Bachelor of Science in Industrial Engineering - Georgia Tech Master of Science in Health Systems – Georgia Tech
Experience:	30 years of experience in: Systems Design, Operational Analysis, Financial Management, and Personnel Utilization
John Tamas	**Vice President/General Manager - USA**
Experience:	32 years of experience in Cleaning Services with 15 years of which spent owning and operating a private cleaning company
Tom Philliben	**Vice President of Business Development**
Education:	20+ Years of on the job and professional training at IBM and Siemens
Experience:	40+ years of experience in client services, operations with a focus on sales
Professional Organizations:	BOMA, IFMA

GDI Leadership Team

GDI Integrated Facility Services

GDI Services Inc. - USA



Human Resources Information System (HRIS)

We are now deep into the integration of a new workforce management solution to bring our team and capabilities to the next level. This technology will increase efficiencies across the company, improve our ability to support and reach our team and measure and monitor our performance. This investment will improve our stakeholder experience across the board.

Recruitment and Screening Procedures

Your facilities' success is intricately tied to the development of each associate. We leverage experience, dedication, and motivation for achievement in various aspects, from corporate succession planning to recruiting personnel for individual projects. We are actively engaged in fostering a stable, highly competent, and committed workforce. The key elements of our Human Resource Management program follow.

- Recruitment
- Selection Process
- Training
- Retention Programs

Our in-house recruiting and HR team work hard to attract and retain top-notch management professionals for our customer accounts. We also offer employee bonus programs for referrals and for long-term retention.

Recruiting	Screening	Investing	Retention
Corporate & on-site recruiting of site management and labor staff	Customizable drug screen/background check thresholds	Certification training based on needs • SDS • Green Seal standard of GS-37 • PPE • Awareness of product reporting requirements	GDI researches & determines market rates by region to ensure competitive wages
Customized job postings to match desired scope	Interview process designed to identify reliability & proficiency	Annual reviews with personal development plans	Ensuring employees are treated fairly & properly motivated ensures consistency which increases quality, safety, & efficiency.

The workforce for your facilities is drawn from five sources:

- **Client's Existing Staff:** Each building may have unique characteristics and the existing staff is usually aware of special client needs. In addition, collective bargaining agreements may require hiring the current staff. In either case, we will work with you to identify strong performers and develop an improvement plan for others.

- **Internal:** We are committed to developing associates and promoting from within the company. To that end, as opportunities arise, we first identify associates that are suited for the position.

- **Database:** Applicants will be drawn from our corporate database. GDI constantly monitors the available workforce in the areas in which we operate. We maintain a database of available workers from which we are able to quickly recruit and staff to meet the growth in our client base.

- **Department of Labor:** We work closely with state agencies to identify candidates that are eligible for training programs. We have had excellent experience hiring and training under the auspices of these programs.

- **Career Websites & Advertisements:** Open positions will be posted on career sites to solicit resumes. Occasionally other advertising sources may be used as needed (i.e., Flyers, radio ads, newspapers, etc.).

Selection Process

Our meticulous selection process makes sure that we begin with the best workforce available. Our selection process yields only one candidate for every ten applicants. Key events in the selection process are:

Pre-Screening Interview

The screening interview is the first stage in the hiring process. A typical screening interview lasts 15 – 30 minutes. The purpose of the screening interview is to quickly assess the applicant's qualifications. The screening interview includes the following five steps:

1. Review Job Requirements
2. Job Suitability Screening
3. Conducting the Interview
4. Concluding the Screening Interview
5. Reference Check.

Second Interview

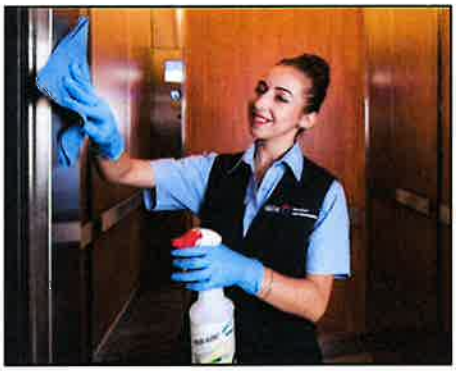
Applicants that score relatively well and have satisfactory references may be given a second interview. Second interviews are usually conducted at our office. The format of the second interview follows the prescribed form. The interview includes a tour of a typical area to be cleaned (if permitted). The scope of the work is explained, and the applicant is encouraged to ask questions. The site manager and team leader to whom the applicant will report conducts the interview.

Background Check and Drug Test

Every prospective associate is subject to a criminal background check. We take the additional step of having every associate sign an affidavit verifying that they have never been convicted of a felony.

GDI is a drug-free workplace. All associates are subject to pre-employment and follow up random drug screening.

Training



GDI will train all janitorial staff in a full complement of technical cleaning skills appropriate to their position and task requirements. This will include additional training in customer service skills for those positions that interact with your employees and visitors.

GDI supervisors and managers will receive supervisory and management training to support their leadership of the janitorial staff under their supervision.

Through our training program, we provide consistent, ongoing feedback and coaching to our staff. This increases motivation, accountability, and strong relationships as well as fosters an environment of continuous learning and high performance.

The following is an overview of the GDI training phases for staff working at the facility. All training documentation is administered on-site and/or online and maintained in full compliance with all regulatory requirements. Further detailed information, demonstrations, and site visits are available upon request.

GDI has an online training platform available to all our staff 24/7. When a new employee is hired, they receive a Welcome email that includes an invitation to begin their required online training lessons. Employees are enrolled in courses aligning with their role within the company.

Each course provides the necessary content to ensure our team members are equipped with the knowledge required to complete their jobs accurately and safely.

Courses are comprised of several lessons that include an instructional video and a required quiz. Quizzes are only available after the video has been viewed to ensure the content has been studied and learned. Lessons must be completed in order, therefore, access to lessons within a course is locked until the previous lesson has been successfully completed. When all of the lessons are completed for a required course, users are provided with a certificate.

Online learning
A consolidated library for effective knowledge transfer

Knowledge retention
Users retain information through in-app quizzing

Time efficient
Train new hires faster and more effectively

Track progress
Analyze user progress; individual/group reports

Certification
Guaranteed knowledge transfer with user certification for every course

Continuous Training and Professional Development

Training and development are an ongoing, integral part of the GDI mandate for all employees, supporting our goal for continuous improvement at all levels of our organization. Ongoing training maintains certifications and health and safety requirements, and includes annual bloodborne pathogens and HazCom training, product updates, equipment training, etc.

GDI Operations Managers and Regional Managers conduct weekly, monthly, and annual Toolbox Talks, updating existing staff on any changes to materials, policies and procedures, or environment that may occur while on site. At this time staff are advised of any necessary training that they will need to undergo to meet any changes at the site.

Specialized training is provided as required, either internally or through a third-party expert resource. Examples of such training are flooring specialists, carpet maintenance technicians, lift operators, restoration specialists, etc.

GDI can generate detailed reports of the progress and status of any individual or specific group within the online training platform. These reports include information such as course/lesson progress and quiz results, the number of attempts at a quiz, and how long it took the user to go through the training materials.

Benefits, Retention, and Incentives

All employees are eligible to participate in GDI's Medical, Dental and Vision plans, and 401K program. If employees fall under a collective bargaining agreement (CBA) then their benefits will comply with those outlined in the CBA.

Employees are eligible for vacation/paid time off after 1 year of service. GDI will recognize employees for their accomplishments through our Kudos Awards and other incentive programs. GDI offers retention bonuses and referral bonuses as well.

- We provide competitive living wage rates
- 401K plan for all employees (after 1 year of service)
- Life insurance for our supervisors and managers
- Vacation and Holiday pay for full time employees
- Cell phone reimbursement for supervisors and managers
- Health & Dental Insurance for our full-time employees.

Employee retention is crucial for organizational success. Implementing a supportive work culture, offering professional development opportunities, and recognizing employee contributions can significantly enhance retention rates.

Along with the strategies and practices aimed at keeping valuable employees within an organization for an extended period of time, a positive work environment, clear communication, and fair compensation contribute to employee job satisfaction.

GDI has designed retention programs and initiatives to ensure we are continuously managing employee turnover by encouraging retention. Our HR team measures and monitors turnover and communicates the metrics to the management team so that adjustments can be made and processed and procedures can be assessed to ensure improvement.

We have designed the following programs to motivate, engage, and reward our staff and ensure we are continuously managing employee turnover and addressing it within the first year of service, when it is generally at its highest level.

Program	Features
Welcome Bonus Program	• Designed to ensure continuity of service, talent retention • Allows for motivated, valued and appreciated employees through a smooth transition.
On-going training and learning 24/7	• Online platform for training • Respect in the workplace, compliance. and regulations, Health & Safety - critical learnings for all employees.
New associate Buddy System	• New hires are partnered with a "Buddy" from their peer group • Helps new hires get comfortable with role and assimilate into team • A good start helps lower turnover rates (highest level of turnover occurs in first 90 days).
Redbook Program	• Recognition incentives published at timeclocks • Outstanding service published • Team achievements, e.g., property inspection scores, etc. • Individual tenure and attendance • Birthdays, potlucks, holidays • Awards given, e.g., paid days off, gift cards, etc.

Program	Features
Stay interviews, temperature checks	• Stay Interviews - Employees interviewed while here – not when leaving • Temperature Checks - Onsite employee focus group forum (no management present) - recommendations and action plan for resident manager, area manager, and district manager.
Performance recognition	• Provide employees with constructive feedback • Employees given opportunity to share their thoughts on their performance and professional goals • Talent evaluations, succession planning, and leadership preparation • KUDOS recognition program Feel Good Fridays.
Social benefit plans	• Acknowledgement of birthdays, work anniversaries, and retirement • Employee referral bonus • Group social functions • Press acknowledgement for personal achievements • Group/individual volunteer opportunities with many charities/organizations.
Performance reviews	• Employees and supervisors/managers have several informal "coffee meetings" throughout the year to discuss professional and personal goals • Encourages trust and enhances employee satisfaction and performance.

PROGRAM DEVELOPMENT & QUALITY CONTROL

Program Development

Quality programs are developed to ensure the delivery of consistent high-quality maintenance services that are cost effective and are provided by a trained and dedicated service delivery team. Our quality programs, service engineering, and support systems were developed by members of the GDI organization, who have decades of experience in designing programs like this to meet your needs.

Our service program is prepared based on the following:

- Meetings and discussions with your management
- Visitations to your facility(s)
- The scope of services and specifications provided in this quote
- The function and population of your facilities
- GDI's experience servicing similar locations
- Nearly a century of experience and expertise providing janitorial and related housekeeping services.

Quality Control

Our Quality Assurance program is a major component of the relationship with our clients. We have a vested interest in our customers and have created a system to protect that relationship. Our computerized maintenance management systems and proprietary inspection software inspection software are based on internationally recognized standards that ensure our FM services, cleanliness, and inspection results are standardized, comparable, bias-free, and completely quantifiable.

GDI's internal procedures and policies that are associated and related to our work quality and cost control are detailed below:

- The center core speaks to our four key elements - facility management & operations, technical services, shared services, and quality assurance.
- The **performance management** layer demonstrates that all aspects of our daily service delivery are managed, measured, documented, reported, and most importantly, communicated effectively.
- The **governance** layer speaks to GDI's core values - safety, people, integrity, our customers, communication, trust, and accountability.
- The all-encompassing **continuous improvement** layer reflects our commitment to look at what we have done, look at what we are doing, analyze, develop, and implement improved methods, processes, and best practices to drive efficiencies and customer satisfaction.

Management and Staffing

It is our intent to provide your facility with key management staff to manage the cleaning staff. The cleaning staff will be available seven days a week if necessary. The personnel will consist of a regional manager, who will be responsible for overseeing the entire operation, an area manager and a site or account manager. The managers will direct employees on their assigned shift and supervisors will follow through in the building to provide coaching and guidance as required.

Day Porters – The Day Porters will be responsible for making sure the company looks professional, clean, and presentable between routine cleaning done in the evenings. The Day Porter will perform all tasks listed in your scope of work requirements.

Cleaners – The cleaners will perform all janitorial activities listed in the Scope of Work. The cleaners will assist the Account Manager and On-Site Supervisors in making sure all tasks are completed in an effective and efficient manner.

Account Manager - The single point of contact for all aspects of the relationship including operational escalations, reporting, administration, etc. Your account manager is responsible for playing the role of you, the client, and be your eyes and ears internally. The role of this individual is to:

- Act as the voice of the client, so you do not have to. They will review the performance at each site on a daily basis to identify any issues, and then validate corrections have been made to a satisfactory level
- Review the results in aggregate and identify any recurring themes, then work with operations to develop augmented training, equipment adjustments, scope changes, etc. where necessary for long-term performance excellence
- Be the communication bridge for you to the administrative departments for all non-operational facets of the account, including accounting, finance, human resources and legal
- Be the accountable leader to implement any special operational projects, communication campaigns, as well as lead business reviews.

Performance Monitoring Responsibility

The overall performance of the in-scope services is monitored by our supervisors and senior operations management team. Our supervisors will review monthly reports that contain scores and compliance measures that include the following:

- Daily, weekly, and monthly inspections are consolidated into a performance report through our GDI Inspect system
- Work order history closed-loop report through GDI Inspect
- Monthly periodic scheduling report
- Monthly equipment maintenance logs
- Customer service feedback
- Client face-to-face meetings notes
- Monthly Attendance Management Report of front-line staff
- Compliance to standard operating procedures through regular toolbox meetings
- Health & Safety incident reporting.

Supervision Strategy

At GDI, the supervision of employees is a method of managing functions intended to support the achievement of excellence in service and to enhance the personal and professional capabilities of the employee. A synergistic model where cooperative efforts between the supervisor and employee are encouraged. Characteristics of this method are outlined below.

Joint effort

The coordination of tasks is worked out together amongst the supervisor and employees, where both parties are encouraged to provide cooperative contributions. It is also integral that supervisors and staff members have clear expectations of one another.

Two-way communication

Supervision is dependent on a solid foundation of trust between employees and supervisors, and communication is key in developing this trust. Employees and supervisors must feel comfortable providing honest and direct feedback.

Focus on competence

Supervisors at GDI ensure that all employees understand how to effectively perform their tasks and have current training and skills to provide the best service while ensuring safety standards are met. It is also important for supervisors to maintain and promote positive attitudes among employees as this motivates individuals to apply knowledge and skills to strive for excellent service.

Proactivity

Supervisors must ensure that they focus on identifying potential issues early, rather than reacting to them after they have developed over time and encourage employees to do the same. This approach to monitoring and the supervision of employees ensures that all tasks are completed to the highest quality and standards of GDI and City of Novi.

Supervisor Performance

GDI uses several methods to ensure that our supervisory staff is performing to both GDI's and our client's standards.

GDI Inspect
Regular client communications
Regular meetings with Supervisors and Frontline Staff

Operations

Our approach to our overall operating plan is based on accountability, close communication, and a strong partnership with our clients. Our operational capabilities are built on a foundation of expertise in the following operational functions:

Establishing and delivering objectives

Working with City of Novi as a partner, we will establish and deliver successful and mutually agreed upon objectives.

Clearly defined specifications

We will operate based on frequent communication and defined specifications to provide seamless services.

Performance monitoring and KPIs

We will provide the ability to measure performance that demonstrates continuous quality control and value.

Consistent staffing levels

With a workforce of more than 36,000 employees, we can ensure a steady skilled professionals for our clients.

Health, Safety, and Environment

Our services will provide a clean, safe, and healthy environment for your facility occupants, and safeguard the well-being of our staff.

Equipment and supply needs

Our supply partners provide you with cost savings, a standardized product line, and environmentally friendly supplies.

Communication is a critical part of an effective service delivery with particular importance in your industry. Our approach combines various technologies with set meetings and recording mechanisms. GDI Services deploys the appropriate technology to each site in connection with the on-site representatives and their preferred methods.

Safety is Always First for Everyone

S·A·F·E
SAFETY IS ALWAYS FIRST FOR EVERYONE

Health and Safety (H&S) is a key focus of our Environmental Social Governance (ESG), and is a core requirement within all our standards, procedures, and policies.

Our company-wide principle of creating and promoting a safe and healthy work environment begins with GDI's core concept of **S.A.F.E. – Safety is Always First for Everyone**, which is extended seamlessly into our client environments through front-line accountability that begins with an internal regimented safety program.

Key drivers of our safety program's success include:

- Orientation and hiring process that includes H&S as a defined condition of hire.
- GDI Intranet housing up to date documents detailing our H&S & training materials.
- GDI claims database for recording, coding, and managing all injuries, incidents, illnesses, accidents and near misses.
- Mandated national H&S audit tool.
- Workplace inspection checklist for hazards present at the client space and GDI occupied work areas.
- People-focused KPI benchmark strategy outlining H&S targets.
- Aggressive return to work program.
- Onsite H&S manual outlining all our standards and procedures.

Regulatory Compliance

All GDI employees, contract employees, vendors and service vendors shall follow all OSHA, Federal, State and Local safety standards at all times. Furthermore, all such individuals shall have a copy of GDI's general safety policy [SP-02] and Hazard Communication policy [SP-05] posted on each job site and be in compliance with SP-02 at all times. Other reasonable safety rules and practices established by GDI's representatives prior to or during a project shall be adhered to.

GDI Clean for Health Program

Implementing enhanced cleaning protocols is not just something we do during a pandemic, it is a part of our daily mindset and operations, because we don't just clean for appearances – we *clean for health*. Our proprietary Clean for Health Program can help you deliver on your promise of creating the safest environment possible at for our clients with a comprehensive program.

This 14-step in-depth review and evaluation certification verifies that an account consistently adheres to GDI's highest-in-the-industry cleaning, health and safety, risk management, environmental, auditing, and human resources practices and standards.
Taking the extra step to keep employees and building occupants safe results in:

- Increased peace of mind and higher satisfaction for occupants
- Validation that all safety protocols have been met and followed
- Cleaner and healthier environments

14 Steps to a Cleaner and Healthier Environment

Client commitments	Available resources for work	Risk assessment and sanitizing frequency	Operational guidelines and procedures
Auditing and verification		Continuous improvements and Green initiatives	Onsite pandemic response measured
Conformance with public health guidelines	Training and competency records	Onsite documentation	Inventory & contingency plans for supplies & chemicals
Personal protective equipment	Procedures for waste disposal		Procurement and supplies

TECHNOLOGY

GDI leads the facilities management marketplace in its commitment to innovation to provide our clients with cutting edge solutions. ***Please note that not all innovations listed below are applicable to the contract. This is dependent on the size and layout of each facility.***

UKG Dimensions

We utilize an electronic / biometric timekeeping system at all our job sites to:

- Ensure Safety and Security - we know who is in the customer building at all times.
- Help our managers easily monitor the staff within their accounts, management is notified if staff is not on site working.
- Ensure Timekeeping Accuracy - eliminates paper timesheets and time clocks.
- Monitor Budgeted hours to meet our customer expectations.
- Ensure Accurate and Timely pay to all our team - automatically upload hours into our payroll system
- Ensure compliance with all laws.

CGDI Calc: Planning with Concrete Data

To facilitate our Operations team in the coordination of services for your various buildings, we use our own internal software, GDI Calc. This tool helps us to determine the hours of work and the execution time to be allocated to each task according to the defined frequencies. This calculation method assures that we supply the time necessary for the execution of each of the in-scope requirements.

- **Schedules:** Using GDI Calc's work loading capabilities the operations team works to institute a schedule for both daily/nightly cleaning and periodic work according to site specific scope of work. Schedules are adjusted according to building requirements, considering traffic patterns, seasonal fluctuations, and changes to scope of work.
- **Analysis:** The Analysis module calculates cleaning tasks and operational costs and provides the required documentation. Clients may participate in their proposal evaluation. It is also possible to analyze data from several proposals.
- **Buildings:** The buildings module contains all the relevant information pertaining to the building required for tender.
- **Prototypes:** The Prototypes module contains GDI knowledge and skills. Data included in this module allows for a customized proposal for any given facility.

Master Service Schedule (MSS)

MSS is a web-based program that allows all service tasks at a work site to be inputted into the system. Key features of GDI MSS:

- **Web based system secured by user and specific job site**
- **Identifies all sanitation or periodic cleaning tasks**
  - Special notes
  - Attachments if applicable (SOPs, Photos, etc.)
  - Estimated labor budget for task
  - Frequency to which task is performed
- **Scheduling**
  - Works on weekly increments
  - Graphically shows if tasks are completed or open
  - Shows detail weekly lists of all tasks due for closure, and IDs past due tasks for immediate attention / action
  - Transfers all tasks and schedules from one year to the next
- **Reports**
  - Can run reports with different sort criteria such as area, shift, manager, date ranges
  - Types include open tasks to perform, variance report of completed work task labor budget vs. actual labor used, tasks that failed initial inspection, and completed task report with 1-4 photos of completed work
- **Inventory**
  - Allows you to log all chemicals and equipment with the following for each item:
    - Photo of item
    - Location in plant
    - Uploaded documents (SDS, Manuals, Maintenance logs)

Communication/InView Client Portal Technology

Communication with our clients is the key to our success and vital in the janitorial business. InView is our proprietary and innovative online customer portal reporting system. InView allows for work order (client or GDI initiated) communication, document sharing, and posted calendared work scheduling that is secured by user login and specific site access.

Using InView, our clients enjoy real-time performance benchmarking and reporting of key performance indicators (KPIs). All outstanding issues or requests are tracked, monitored, and closed out. You can easily monitor important performance metrics such as special project work, periodic work, consumables, or any other operational need.
The application is web-based and can be accessed anytime, via computer, tablet, or smart phone.

GDI Inspect

GDI Inspect is our all-encompassing online quality assurance program, designed specifically for the janitorial industry, and exclusively customized to fit our business needs. The system provides GDI with the capabilities to manage quality and optimize janitorial performance based on the in-scope services and standards.

Key features of GDI Inspect

- Electronic Quality Assurance inspections completed with IOS and Android devices
- Real-time reporting and tracking
- Customizable inspection templates detailed by site, area, occupant, and stacking profiles
- Work order management and accountability
- Automatic notification system (internal and external)
- Client communication and deficiency tracking
- Secure remote online access for clients and staff
- Integrated email and text messaging capabilities
- CRM and task scheduling capabilities

FotoFinish

Within our FotoFinish quality assurance program, we can create a photo flow for the cleaning crew to duplicate, take photos of randomly selected areas, and submit them to management, a 3rd party quality inspection service, as well as client's management.

FotoFinish also supports an "expected outcome" versus a "task and frequency" cleaning model. This increases cleaner accountability, provides daily cleaning performance visibility, and training opportunities. This provides visual evidence of performance quality and accountability, allowing reports to be run of any site, any day with real time data and analytics.

Key components and benefits

- **Immediate reporting and analysis:** Delivers real-time photos that detail where staff have cleaned, and which areas need immediate action.

- **Proactive execution:** FotoFinish enables GDI to self-identify and address issues proactively, without waiting on a complaint or Management inspection.

- **Performance quality and accountability:** Provides inspections with daily visibility and validation of cleanliness execution. If photos are not submitted, GDI management is notified immediately.

- **Performance through visuals:** Allows for optimal performance, quality, reporting, analysis, and accountability.

GDI Tracker: The Future of Facility Service Tracking

Leveraging the power of AI, GDI Tracker is an IoT based service that is a tracking and reporting solution, enabling compliance with service audits and quality management best practices.

GDITracker

GDI Tracker provides operators the ability to monitor all services for compliance, tenant communication, and efficiency. This is provided in real-time visualizations of floor plans and can be filtered by job routine, duration, or zone.

It also generates reports on compliance and internal follow-up processes to address any non-compliant tasks. GDI Tracker features email alerts so no notifications are missed.

Key components and benefits

- Offers visibility to managers to review plan vs. actuals for daily service management
- Employee patrolling and tracking capability
- Cost-effective solution to address slip and fall incidents
- Integration available with QR code feature for greater transparency and accountability

GDI: a Leader in Robotics Deployment

With the ongoing skills shortage in the facilities management industry and increasing pressure to effectively manage client costs, the introduction and effective use of robotics will continue to expand.

The benefits include increased consistency, quality, and long-term financial benefits. Clients have also benefited as the time and energy they were traditionally using to operate manned equipment can be deployed on other high-priority tasks, increasing the overall quality of service provided.

Training videos are available 24/7 online and through team training sessions.

Human Resources Information System (HRIS)

We are now deep into the integration of a new workforce management solution to bring our team and capabilities to the next level. This technology will increase efficiencies across the company, improve our ability to support and reach our team and measure and monitor our performance. This investment will improve our stakeholder experience across the board.

CUSTOMER EXPERIENCE

Improved reports and response time.

EMPLOYEE EXPERIENCE

Instant access to information; improved training; surveys.

APPLICANT EXPERIENCE

Reduction in paper expedited process.

MANAGER EXPERIENCE

Improved metrics to help us run the business and effectively manage our employees.

TRANSITION PLAN

GDI is well experienced in all facets of transition management in facilities operations and maintenance. Having transitioned numerous facilities in recent years, we understand the importance of developing comprehensive mobilization plans in close collaboration with the client and all stakeholders in the critical first weeks of our engagement in a contract.

In a typical new transition, GDI will commit resources and experienced team members to develop processes, assume operations, and mitigate risk during the transition phase and to ensure that the changes at the client's facility(s) are seamless for all building occupants.

GDI understands the present transition requirements and has an established staffing model, operations, and back-end processes already in place. However, GDI considers it to be a best practice to conduct proper kick-off and review meetings to ensure seamless transition from one contract period to another. In essence, these activities can be encapsulated in a truncated transition plan. This attention to detail ensures that going forward GDI can continue to operate in the customer's best interest. Periodic reports will be made to the customer regarding timeline progress.

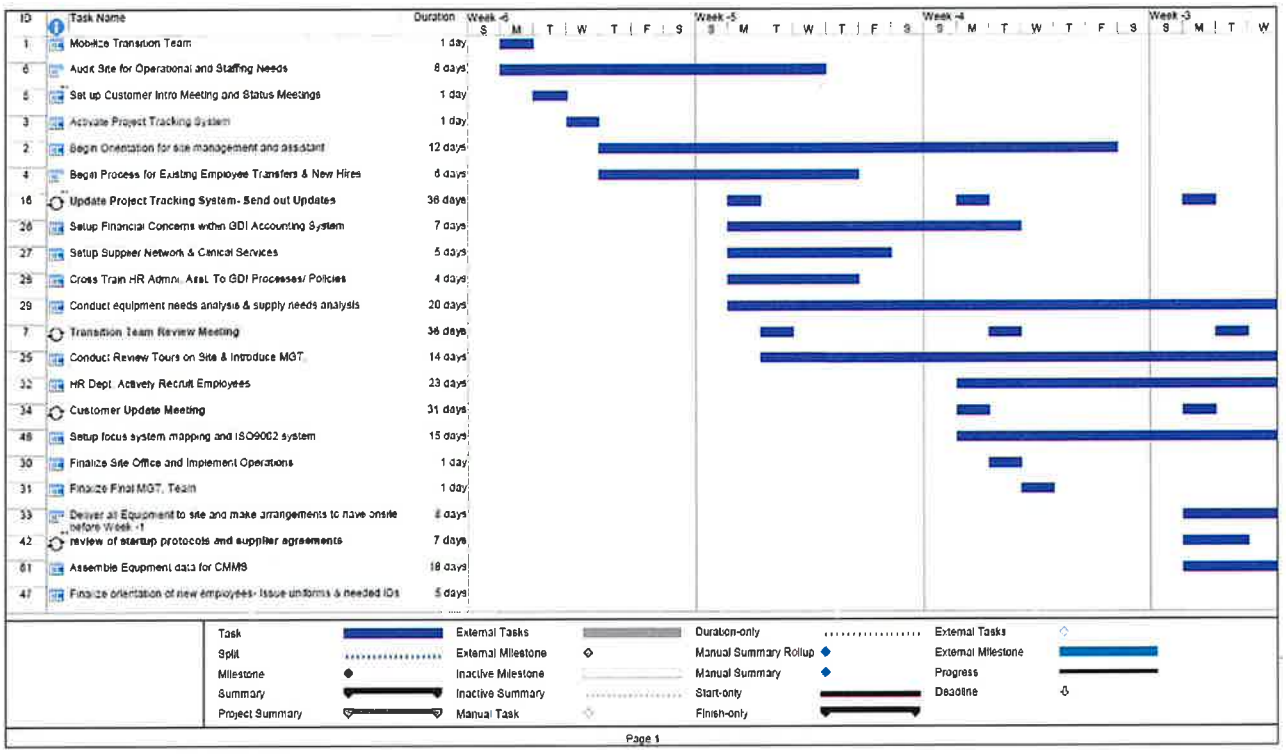
The transition team representatives include:

- Safety
- Human Resources
- Purchasing
- Site Management
- Divisional Management
- Training Specialists
- Service Engineering
- Senior Management
- Labor Relations

Upon notification of start date, a transition timeline will be developed by our transition team. They will schedule the following:

- Initial meeting with customer representatives
- Security procedures
- Key control
- Listing of unique requirements for your facility
- Blueprints and maps
- Periodic/project work schedules
- Equipment list
- Supplies list
- Human Resources' needs
- Special training
- Interim meeting with customer representative
- Hot spots
- Work rules
- Purchasing of equipment and services
- Delivery of equipment and supplies
- ID cards
- Uniforms
- Facilities manual
- Inspection schedules
- Employee orientation/training
- Emergency call listings
- Meeting with customer representatives just prior to start up

Transition Plan Sample



GDI C.O.R.E.

GDI Corporate Operational Regulations for Excellence

DOCUMENT NO.: F800-0007 **DATE ISSUED:** 08/21/2018

Unless otherwise indicated with "N/A" under Document Number, this manual is a controlled document. The document number assigned to this manual is registered within GDI's quality document control system referenced in GDI Quality Manual Section 4, Sub-Section 2.3 Document Control.

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Revision Log 0.2

Rev.:	Date:	Responsible Person:	Description of Change:
1	08-21-2018	GDI CORE Team	Policy creation & Release
2			
3			

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Introduction 1.0

1.0 General

This quality manual supplements GDI Services Inc.'s (GDI) ISO 9001:2015 standard as well as the ISSA's Cleaning Industry Management Standard (CIMS) 1101:2006 standard.

The content of this manual applies to all operational units and regions of GDI – U.S. and are controlled within the GDI Quality Manual Document Control policy: Manual Section 4, Sub-Section 2.3

GDI performs a variety of contracted facility services (primarily janitorial and food plant sanitation services) to large corporate office centers, multi-tenant complexes, corporate headquarters and food processing plants. GDI's operational units have been providing such services dating back to 1910.

GDI has been a leader in the facility services industry and a pioneer in its quality programs being one of the first janitorial companies in the United States to receive ISO 9002 certification. GDI was also one of the first twenty privately selected firms in the world to become charter members to ISSA's janitorial quality standard known as Cleaning Industry Management Standard [CIMS 1101:2006] and achieved certification with honors.

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GDI C.O.R.E. Defined 2.0

2.0 GDI C.O.R.E.

GDI Corporate Operational Regulations and Edicts (GDI C.O.R.E.) was conceptualized at the Senior Management Meeting of 07 February 2018 and authorized by GDI's Chairman and U.S. President/CEO.

GDI C.O.R.E. is a base structure of GDI's operational organization covering all major aspects of duties at GDI that effect the securing, planning & design, starting and operating & maintaining service delivery.

2.1 Application

GDI, through the efforts of all its employees, will pursue the highest levels of quality to exceed our customer's expectations in the daily endeavor to deliver quality servicers in a safe and professional manner.

We will achieve this through cross-functional teamwork, communication (internally and externally), adherence to the ISO 9001:2008 and CIMS 1101:2008 Standards and a dedicated commitment to our mission, values, principle statements and policies set forth in GDI C.O.R.E.

Responsibility for operational execution of service delivery & the quality thereof, lies with management and with each individual employee and department within the organization. All individuals charged with a responsibility within the quality management system are ultimately accountable to the President / CEO.

The Vice President of Quality - U.S. has full authority and final responsibility for ensuring that all activities conform to the quality management systems and GDI C.O.R.E. through training, resource management and compliance auditing. Should any disagreement arise between the Vice President of Quality - U.S. and GDI departmental personnel concerning a quality matter, the problem shall be referred to the President / CEO whose decision shall be final and in concert with the requirements of the quality management system.

2.2 Quality Policy Statement

GDI, through the efforts of all its employees, will pursue the highest levels of quality to exceed our customer's expectations.

We will achieve this through cross-functional teamwork, communication (internally and externally), adherence to the ISO 9001:2015, CIMS 3000:2018 and GDI C.O.R.E. Standards and a dedicated commitment to our mission, values and principle statements.

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We see our mission as an established and innovative leader in the facility services industry, with a commitment to provide quality services and exceptional value. This is accomplished through continuous improvement, profitability and long term growth by empowering our employees to exceed our customer's expectations.

GDI defines itself through the following values and principles:

- We will focus all of our energy toward effectively satisfying the needs of our customers both internal and external. The voice of the customer will be made heard throughout the organization.

- Our employees are our most valued assets. It is the focused work of our trained employees that makes up the heart of our business. We will involve employees on all levels in the continuous improvement of our quality services.

- We will use the best available cleaning and finishing supplies, equipment, and methods. New ideas, technologies and products will be continually incorporated to help maximize the value of the services we offer our customers.

- We will do what we say we are going to do.

- We will stand behind our service and our employees.

- We will not compromise our commitment to:
    - The environment
    - The laws of our country
    - The ethical conduct of our business
    - The rules and policies our customers have in place at their facilities.
    - The standards of safety we have in place for all employees.

Responsibility for quality lies with management and with each individual, section and department within the organization. All individuals charged with a responsibility within the quality management system are ultimately accountable to the President / CEO.

The Vice President of Quality - U.S. has full authority and final responsibility for ensuring that all activities conform to the quality management system. Should any disagreement arise between the Vice President of Quality - U.S. and GDI departmental personnel concerning a quality matter, the problem shall be referred to the President / CEO whose decision shall be final and in concert with the requirements of the quality management system.

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Definitions 3.0

Customer

The word customer refers to the 'end user' of our services or the individual(s) that occupy and use the facilities we services. Commonly a customer refers to the tenants or employees of our *client*.

Client

The word client as used throughout the quality system manual and related documentation refers to the company or company representative that has retained services from GDI.

Contract

The term *contract*, references a written agreement to provide services for a defined period of time and the type of services provided. Contracts are often a legal document but some clients may issue detailed purchase orders in lieu of.

Document

Where the word document, or documentation, is used, it can refer to a physical text document or a computer file.

Gender

The use of the masculine (his) or feminine (her) form is meant to be inclusive and does not preclude any other gender or gender identification.

Record

A quality record may be in documented or electronic format.

Specifications

Any service requirement that defines the customer's expectations, and thus the service delivery GDI will provide and bill for, is considered the specifications. These are often listed as specifications but also referred to as Master Sanitation Schedule (MSS) or Service Level Agreement (SLA) or Scope of Service (SOS) as well.

Service Delivery

Terminology referencing the execution and successful completion of a contracted GDI service at a client's facility.

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Quality Operating System (QOS) Management System 4.0

4.0 Quality Operating System (QOS) Defined

GDI has established specific parameters that all operational departments and regions shall adhere to. These parameters are listed in section 4 with expanded guidelines on each element to further help management assimilate that element into the daily, and ongoing, operations.

These elements of the QOS are key to who GDI is and how we want to operate as a unified force within our industry. It is, to quote a popular phrase, the "GDI Way" and should not be deviated from nor amended without prior review of service delivery / customer impact and full disclosure to GDI executive management and their approval thereof.

4.1 Definition of Service

Those who fail to plan, plan to fail. No phrase is truer in all that GDI does. To that end it is imperative that all GDI work sites [work sites are defined as a geographic location where any form of GDI service delivery occurs. Work sites may be a singular location/account or may belong to a great collection of locations within one larger account] have documented definitions of service at the work site level as well as operational and administrative level.

4.1.1 Scope of Service

The scope of service [specifications] for all service types delivered to a specific location shall be posted at said location. Additional copies should also be held at the nearest GDI operational office.

4.1.1.1 The most updated/revised copy shall be posted and all older copies removed from the work site. Older copies of the scope of service may be maintained at the governing GDI operational office and/or with sales.

4.1.1.2 There shall be a formal service delivery plan to 'translate' the meaning of requirements of the scope of service into a deliverable program as defined in 4.3 Quality Plan.

4.1.2 Purchase Order – authorization of work

4.1.2.1 A formal document from the client authorizing work shall be secured before service can commence. Such documents shall be maintained and not allowed to lapse. Written communications are allowed to start work but a purchase order or sign contract (GDI or Client's) should eventually be secured. Approved authorizations of work may include:

4.1.2.1.1 Purchase Orders – for clients that work via a purchase order system every effort shall be made to secure said purchase order prior to start

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of work (regardless of one time project or ongoing service delivery).

4.1.2.1.2 Signed contracts

4.1.2.1.3 Written communications (letter or email) authorizing specific work.

4.2 Quality Plan

The quality plan is the detailed analysis of the specifications of an account and/or its work site that is engineered into a viable work plan that accomplishes the required specifications within the budgets set forth in the overall agreement. The plan will also establish improvement opportunities and commits GDI to working, within a methodical way, with the client to fully deliver the service(s) contracted.

4.2.1 Site Plan

A site plan (manual, book, binder) shall be developed to encapsulate the full complement of services being delivered to a specific work site. The Site Plan shall contain the following sections as a base minimum:

4.2.1.1 Specifications

4.2.1.2 Job Descriptions – based on those positions at the site. Job Descriptions should be customized where ever possible.

4.2.1.3 GDI contact – escalation list. A list of names and phone numbers of GDI managers and executives in order of first to call to last (being the regional GM/Executive).

4.2.1.4 Client contact – escalation list

4.2.1.5 Safety: copy of SP-02 (Corporate Safety), SP-05 (HazCom) and copy of SP-07 (Hazard Assessment – completed. Official copy must be POSTED.

4.2.1.6 Copy of system / method of service execution for the work site. Maps, list of service areas by cycle or other.

4.2.1.7 Employee contact list for service support.

4.2.2 Service Engineering System

Sometimes called a 6 Point System or Focus System – a service engineering system that breaks down the specification's daily and weekly duties into a methodical program that can be communicated via policy, mapping or other logical methods.

A specific 'one-way' method does not fully work here but there must be a multi-point system defined that covers all required daily and weekly (periodic may also be included) specification items in a repeating and on-going systems. The two acceptable GDI methods are:

4.2.2.1 Focus System (F800-0002)

The focus system break all tasks into 4 or 5 service days so that by week's end all daily and weekly service items have been fully delivered.

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Using floor maps the facility is color coded. Yellow marks all areas that are serviced daily. Subsequent colored areas represent each day of the week where a portion of the weekly specification is delivered. Daily duties exist throughout the work site (trash, rest rooms, spot cleaning of walls and floor) and the weekly service items (detail vacuuming, cleaning of desks, high/low dusting, etc) are accomplished on the designated focus clean night.

4.2.2.2 6 Point System

The 6 Point System is a six weekly breakout of service tasks for the work site. The daily tasks are listed and followed each day. All other tasks are placed into a week (week 1 – week 6) and each day of that week specific tasks are scheduled for completion.

The 6 Point System incorporates both weekly and periodic (monthly mainly) specification tasks into a systematic delivery approach. For monitoring and successful execution all sites within a region, or market, should be following the same weeks to allow management to track, guide employees and test the success of the service delivery.

4.2.2.3 Work loading systems

GDI has two systems to work load work, especially periodic work, to monitor, issue work tickets and validate service delivery (InView scheduler or Master Service Schedule). For larger accounts one of these system shall be utilized to ensure proper service delivery execution and consistency.

4.3 Monitoring

GDI monitors service delivery to ensure a conformity of service delivery, conformity to our GDI CORE principles and to allow for continual improvement in the effectiveness of the QOS.

4.3.1 Service Delivery – Internal

Every job site shall be set up with GDI Inspect as the ONLY authorized inspection and service delivery validation tool at GDI. Inspections shall be conducted by site managers, area managers, regional executives, and authorized clients.

Training shall be provided for all users so the system is utilized fully and the scoring system is understood and implemented to the inspected area properly.

Although the frequency of inspections vary by work site small accounts with no site management should be inspected at least monthly. Accounts with larger crews, full weekly service should have 2+ inspections a month.

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Larger accounts, to include those with site management, shall inspect no less than weekly.

4.3.2 Service Delivery – External

External monitoring involves gathering the input of our service delivery success from means other than GDI operational managers. Most typically this is random surveys, opinion cards placed at the site or other methods approved by GDI Quality, GDI leadership and the client.

At large accounts it is highly encouraged that external surveys be employed to help capture end user opinions that can be highly beneficial in identifying small issues and resolving them quickly. GDI also sees such external monitoring as good relationship building with end users, and thus with our direct client representatives as well.

Any use of service delivery monitoring via a survey shall allow for a collection point directly to the client and then a handover to GDI to maintain a sterile data collection method.

4.3.3 Key Performance Indicators (KPIs)

It is important to monitor the work we do for without such monitoring any planning, engineering or design in the future is based, in part, on guess work – which is not acceptable at GDI. We shall manage by facts, and not 'what ifs,' or vague guesses.

To that end, base KPIs are established for all accounts. It is completely acceptable to have additional KPIs at an account so long as the data collection is logical, does not create a labor burden on operations or administration and has actual value that is usable on an ongoing basis.

4.3.3.1 Required KPIs are:

- Turnover
- Training Documentation
- Hours to Budget to Actual
- Safety statistics: Near Misses and Incidents

4.3.4 Review and Analysis of Data

GDI collects, analyzes appropriate data to demonstrate the suitability and effectiveness of the quality management system, and evaluates where continual improvement of the quality management system is required. This includes data generated by monitoring and measuring activities and other relevant sources such as customer surveys, internal audits or and KPI data.

The Vice President of Quality - U.S., regional Vice Presidents of Operations and Regional General Managers are responsible for the analysis of data from the field while department heads are responsible for

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all other data analysis that pertains to other aspects of GDI's quality management system.

Analysis of data takes place at several stages throughout the service cycle, notably monitoring and measurement of processes. All operationally based data is analyzed and reviewed within Quality Service Reviews (QSRs) with GDI and its individual customers (externally) as well at the site, regional and executive management levels of GDI (internally) on a more frequent and continuing basis.

Operations shall monitor and analyze data to understand day-to-day fluctuations and use to make informed decisions at both the site and area/regional level.

4.4 Review of Service

GDI shall maintain consistent and ongoing communication with our clients to ensure they understand our actions and situation per the work site service delivery, as well as to allow for the client's voice to be heard throughout GDI to again effectively delivery the quality and value the client should expect from GDI: We shall LISTEN, RESPOND, and ACT.

4.4.1 Ongoing Site Communication

Site communications to the client shall follow the escalation ladder established (see §4.3.1.3) for that specific job site. Care shall be taken to make sure the communication ladder allows for effective communication for site employees and managers to communicate internally with their GDI support teams (operations, safety, HR, payroll) as well as to communicate effectively with the client on a continued basis (daily/weekly).

Online systems, such as GDI's InView, should be utilized, whenever possible and logically, to enhance this multi-directional communication in an effort to be efficient and to document said communications.

4.4.2 Quality Service Reviews

QSRs are not a replacement of ongoing site communications (§4.5.1) but are a periodic (recommend 1-4 times per year) means to review past action plans (those from past QSRs), review all aspects of service delivery to that account or work site, and to allow for the improvement process and problem solving process to flourish.

QSRs may not always be possible or logical to conduct in regards to smaller accounts, however, they should always be conducted where possible regardless of account size. QSRs are shall be conducted at account that achieve any of the following criteria:

- National account with 2 or more locations in any region
- Accounts where annual revenue exceeds $250K
- Accounts that have a high public GDI visibility

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- Accounts that are of a mission critical nature

QSRs shall follow the following structured format:

Opening
- Review of action plans from last QSR and their status

Safety
- Corporate statistics (EMR, TRIR, DART)
- Site data (incidents, near misses & recordables)
- Review of recent Safety Reviews and current active review

Staffing
- Review of staff by shift and numbers
- Review of turnover (from ADP turnover report)

Service Review
- GDI Inspect Dashboard charts
- Survey results (where applicable)
- Upcoming periodic work

Invoicing

Open Conversation
- Continuous Improvement
- Items for the 'greater good'

A GDI representative shall take detailed notes during the QSR and complete a Service Review Memo Report and submit to U.S. Quality for electronic storage.

QSR teams shall be comprised of GDI site management representation, regional operational representation as well as the GDI executive most directly involved/responsible for the account. GDI is to encourage its client to assemble a small team of vested persons to represent their needs and desires. In the event the client does not wish to participate, then QSRs shall be held internally and the meeting minutes memo and data reviewed shall be sent to the client's representative to GDI.

Upon the completion of a QSR the GDI direct representative shall send their direct client contact a QSR Evaluation survey [F610.0161]. This survey should be completed by the client and sent back (mail or electronically). The purpose is to offer a final summary of the client's overall satisfaction and to assure that GDI has properly identified in its interaction with the client, the client's true satisfaction.

4.4.3 Automated-Web Based Communications

GDI incorporates, beyond the base email systems, several automated systems to effect communication between GDI (primarily operations) and its clients.

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In-View
GDI In-View allows for work order (client or GDI initiated) communication, document sharing, and posted calendared work scheduling through one web-based portal that is secured by user login and specific site access. This system should be deployed for larger accounts and accounts with multiple locations as well as accounts that have detailed oriented clients or services where documented communication is a key factor to service delivery success.

Master Service Schedule
The Master Service Schedule (MSS) is a web-based program that allows all service tasks at a work site to be imputed into the system. Each task is then assigned frequencies with start dates and end dates (if there are any) along with ability to assign staff, documents (such as SOPs) and identify work locations where the task is performed (as well as sub-locations within the site as well).

MSS will then schedule, into perpetuity, all work on weekly notification schedules. Alerts are sent when tasks are not closed to assure service items are not missed. Detailed data is entered to close a task providing copious data on GDI's activities at the work site.

Reports are generated to issue work tickets by department, supervisor, service type or shift or even shift. Reports are also available on completion to target ratios and also tracks time spent on each task to that budgeted for said task.

The MSS should be used for large, complex service locations and all food sanitation locations where other customer required systems are required.

4.4.4 Corrective Action Reviews (CARs)
A Corrective Action Review (CAR) is a formal and documented method to analyze a failure at its root core, identify causation and plan actions to abate the failure which shall include monitoring validations.

CARs may be initiated by any managers or executive for any service delivery issue, issue that could affect service delivery, and for all safety incidents that are deemed severe or are/become recordable per OSHA standards.

There are 8 initial sections that require action when opening a CAR and closing the CAR. GDI utilizes a version of the Eight Disciplines (8D) of Problem Solving and also incorporates aspects of the Deming circle/cycle

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wheel of continuous improvement of processes. GDI breaks its problem resolution (safety or quality) into the following actions steps:

4.4.4.1 Report
A problem, process failure or safety incident that requires a CAR must be immediately reported to regional operational / executive team as well as upper management for awareness and action team development.

Organize
A team is developed to review the situation and follow the process through to full resolution. There is no set team size but typically 2-3 members.

Safety based CAR teams shall be comprised of: VP of Safety, VP of HR-US, local HR representative to the region of specific CAR, regional operations executive and site manager. Other members will be added as each situation may require.

4.4.4.2 Define
The problem or non-conformance situation is defined and documented in a new CAR via GDI's online system (login.gdi.com – Work Order System-Corrective Actions) and department heads and executives are alerted to the CAR for their continued monitoring and input.

4.4.4.3 Contain
As some issues take time to investigate and develop long term preventative solutions, interim containment actions are employed. These are documented in the CAR as a Temporary Solution. Such temporary solutions may or may not develop in to permanent solutions.

4.4.4.4 Analyze
As the team investigates the non-conformance issue they start to identify issues, reasons and actions (internal and external) that aligned to cause the event. These 'root causes' may be direct (without them the issue would not have occurred) and indirect (a contributing factor but did not cause the issue on its own) and each shall be document within the CAR.

It's important to understand that problems, such as a process failure or safety failure, do not often have only one contributing factor that caused the undesired event. Management must take time to investigate all possible causes and list them knowing that

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one cause may have a higher contributing factor than another but all played a role in the failure and must be analyzed.

4.4.4.5 Validate
Each causation event found during the analyzation step shall yield one, or more, action plans to both correct the deficiency as well as plan out its future reoccurrence.

As action plans are initiated and implemented, they must be given time to fully cycle naturally within the system and only then may be validated to their effectiveness in their preventative mission.

4.4.4.6 Closure
Once all action plans have been issued, implemented and validated the team will review the CAR, distribute to all parties (internal and external (customer)) and then close the CAR.

4.4.5 Preventative Actions
Preventative actions are taken whenever there is the potential of a nonconformance occurring if all variables in play are not somehow altered. This applies not only to the quality operating system but all systems and processes within GDI. Any preventive action taken to eliminate the causes of actual, or potential, nonconformities is, to a degree, appropriate to the magnitude of the problems and commensurate with the risks associated.

Preventive Action may be initiated from several sources, which may include, but not limited to:

a. Customer correspondence
b. QSRs
c. Internal quality audit results
d. Safety

4.4.5.1 Safety & Preventative Actions
Safety audits are conducted to look for areas of potential failure and to take corrective actions in advance of an incident. Safety audits are also designed to verify all safety policies and postings are in place at all times and trainings are conducted as well. All audits are stored on site, or in regional operations offices if there is no site office. The frequency is determined by site activity and size:

1. Small accounts: >= quarterly
2. Large accounts (w/ manager): >=monthly
3. Manufacturing/Food plants: >= 2-4 monthly

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Discussion, review and monitoring of all corrective actions take place in the monthly management meetings of top GDI management as well executive management regional meetings.

As part of preventative action all sites shall be covered by a safety team. Teams are set up for each large job site, or any industrial or food manufacturing site. Smaller accounts shall fall under localized safety teams as determined by regional operational management. All safety teams shall document their meetings and submit to GDI Safety U.S. a Local Safety Committee Report [F300-0093]. GDI will also conduct periodic annual safety audits [F500.0001] as a more detailed and all-encompassing audit. The VP of Safety U.S. shall set the annual audit schedule by quarters and notify targeted sites to complete their self-evaluations. VP of Safety, in cooperation with operations, shall also determine which sites will receive further on-site auditing as well.
All local audits, annual audits, and safety teams are established and maintained to provide the best possible preventative measures to keep our employees safety and healthy. There shall never be deviations for this end goal.

4.4.5.2 General Preventative Actions
During the course of customer reviews (formal=QSR or informal meetings), internal audits or various management meetings any discovery of a potential failure of a procedure, system or policy (administrative, safety, operational or other) shall be documented and appropriate executive alerted.

The Preventative Action (PA) shall be evaluated for authenticity by the appropriate party(ies): Executive Management Team, Safety Committee, Department Head or other executive or manager with oversight to the potential procedural issue. Once an evaluation has been completed the appropriate party(ies) shall approve the PA or determine no potential failure to a process is present and the issue is automatically closed.

Upon review of PA a determination of effects and actions shall be conducted. This can be done in executive management meetings, committee, audit teams or individual work.

Based on the initial evaluating review corrective measures shall be determined to prevent the potential issue. All procedures, policies and directives that would be 'touched' by these measures

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shall be updated and said updates properly recorded in the change log.

A record of all PAs shall be maintained through same process as a CAR (§4.5.4).

4.4.6 Service Delivery Monitoring

Monitoring of work shall be conducted in process as well as post completion.

4.4.6.1 In process monitoring

As work progresses during a work shift it's important that ongoing efforts are monitored to be sure employees are working effectively and in a safe manner. This task of monitoring on a macro level falls to all employees – we are our brothers/sister's keep and shall look out for each other.

Working leaders, supervisors and managers at a job site shall further monitor active work throughout the shift. Execution and adherence to the plan, professionalism of the staff while they work, the following of all work site rules and EH&S shall all be monitored.

Where deviations are found, on-the-spot alterations shall be made to prevent even a partial service delivery failure. In the event a situation is identified where service delivery will not be fully effective than the GDI manager/supervisor shall notify their GDI up-chain supervisor to alert all internal parties of the issue. At the account management level a decision will then have to be made when, and how, the client is to be updated to the event.

4.4.6.2 Post completion monitoring

Post service delivery monitoring may be conducted by site management, clients, account managers and account executives, all using GDI Inspect as the formal mechanism to capture the accuracy of a service event.

Other methods of monitoring may be implemented, such as paper or e-surveys, to further define client satisfaction, but GDI Inspect shall be used on all janitorial accounts as our primary method to inspect and report results to the client and internally to GDI management.

Although there is no set frequency on inspections, monitoring shall happen at every service event and post inspection should be frequent enough to have no less than 3 formal inspections monthly in the system. This base minimum is needed to build

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trend lines to properly analyze data and determine trends for account monitoring, continuous improvement and preventative actions.

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Service Delivery 5.0

5.1 Service Delivery Plan

5.1.1 Work Loading – As sales and operations plan a new account, or operations audits an existing account, there shall be an accurate accounting of the number of labor hours needed to accomplish the work as laid out in the scope of work and the requirement to achieve customer satisfaction all while being profitable.

Work loading is a complex process that requires a detail to attention and knowledge of the industry. Larger accounts where site management is in place should take full advantage of GD Calc to further define all aspects of the account for future bids, budget changes, and detailed reporting to clients.

5.1.2 Cost Determination – as jobs are being estimated it is critical that GDI Sales understand they are not an island unto themselves. GDI Sales shall collaborate with the following departments to guarantee that proper cost determinations are being achieved:

- HR – verify all comp and unemployment rates issued by HR are correct for the state, county and city you are bidding. Also, verify the wage market for the specific area to which service is to be provided. DO NOT go on what you think is a fare wage – you must consult with HR on every bid.
- Finance – Verify all tax rates needed and discuss all capital expenditures. Any money that needs to be accrued for later services, or other reasons, shall be reviewed with finance before bid submittal.
- Operations – shall have a detailed role in determining labor budgets when building your cost determination. Operations shall also consultant needed equipment and both Operations and Sales shall always consider where new technologies and techniques can be applied.
- Purchasing – shall be consulted as final equipment determination is made. This can be done separately or in conjunction with discussions with Operations. Purchasing shall provide accurate estimates of equipment costs based on final determination.
- Safety – shall inform safety of any work that may impose safety PPE requirements outside of normal office cleaning. Various exams, certifications, and PPE can be costly and unavoidable and as such safety must be consulted to make sure (1) the job falls within safety parameters to perform and (2) needed costs to execute the work are factored into the cost determination.

5.1.3 Job Budgeting shall be completed for (1) every new job start and (2) whenever there is any change in the initial job start document. A job start form [F100-0040] shall be completed for every job GDI provides services at.

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The Job Start form shall contain the following information at a base minimum: Breakout of all labor hours and wages, total supply and expendable supply budget, total equipment cost (total and monthly amortized cost), all taxes (payroll, federal, state, local, comp & unemployment), operating costs, overhead, and profit. The Job Start shall also have all billing information, P.O. information and client AP contact information.

Once completed all new/revised Job Starts are to be sent to: administrative assistant (for filing), finance, and operations.

5.1.4 Work Plan – each job site shall have installed at the site:

5.1.4.1 Job Descriptions: GDI's general job descriptions should be revised with a site specific version to accommodate special site specific conditions if they exist.

5.1.4.2 Work Instructions: general work instructions / standard operating procedures (SOPs) shall be located at the work site and employee's trained to the GDI documented way of procedural cleaning. GDI video training shall also be accessible and utilized at all sites where applicable.

5.1.5 Emergency & Contingency Planning

5.1.5.1 FMEA (Failure Mode Effect Analysis) or similar document shall be created to plan for possible service delivery failure (in part or whole) with general plans on how to service the account in such situation. Focus shall be (in order): rest rooms, trash, eating areas, entry-common areas then offices and general cleaning last.

5.1.5.2 The Service Delivery Plan shall have contact information list and presented to the client as to who, within GDI, to call for emergency response and disaster recovery needs.

5.1.5.3 Prior to job start, a complete plan of client communication and special request systems shall be implemented using GDI's system, the client's, or a mixture does not matter.

5.2 Purchasing

5.2.1 Approved Suppliers – each GDI operating unit / region shall maintain an approved supplier list. Suppliers (labor, services, and materials) shall be properly vetted in a documented program that gathers: safety data for vendors supplying labor / labor based services (EMR, TRIR, DART), proof of insurance listing GDI as a secondary insurer, any quality certifications, 3 financial references, and should demonstrate ability to provide services required at a competitive price.

5.2.2 Annually Purchasing shall complete a 'desk audit' of all supplies to verify insurance and other relevant data sensitive information remains valid and coordinate with Operations (end GDI user of vendor's services) remains satisfied with vendor's performance. Any issues shall automatically place a vendor in a suspended status where no new work is issued until the problems are resolved, validated fixed. Failure to achieve this shall place

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the vendor in a removal / no work (current or new) status. Once a removal status is initiated the vendor shall be forbidden to work for GDI (including subsidiaries and other holdings) for a period of no less than 1 year.

5.2.3 Equipment evaluation – Purchasing shall, working with feedback from Operations, determine the satisfaction of specific types of equipment and supplies, the performance of the same and understand any concerns that are being experienced in the field.

5.2.4 Purchasing shall strive to standardize chemicals and equipment and, whenever possible, secure such items that are energy and environmentally sound (reduced carbon footprint).

5.2.5 Capital equipment shall be tracked by job site. Equipment that is removed, transferred, or discarded shall be accounted for (removed from site logs and placed (if moved/transferred) on new location logs).

5.3 Service Plan Reporting

5.3.1 Operations shall be made aware of labor and material (supplies and equipment) budgets no less than monthly. Operations shall analyze said budget reports and operate accordingly to the findings.

5.4 Site Capital Asset Preventative Maintenance

5.4.1 All capital equipment shall be inventoried and documented in GDI's MSS system or at least on file. This inventory should be updated no less than once annually.

5.4.2 Preventative maintenance schedule for all capital equipment shall be established with monthly check off sheets to verify that PMs are being followed and by whom.

5.4.3 Records from PMs shall be maintained at job site office or regional operational office in the event of no site office.

5.4.4 All equipment, and supplies that do not conform to GDI standards, shall be removed designated product non-conforming area as posted. NO other items shall be placed in non-conforming area other than those to be removed from the site by GDI vendors for disposition and/or repair.

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Human Resources 6.0

6 GDI's Human Resource Commitment – Policy

The Human Resources Department (HR) is committed to providing high quality service to all internal and external customers (applicants, candidates, current employees, past employees and GDI customers) and to treating such individuals with respect, good care, and individual attention from their first inquiries about position vacancies, services and programs, through retirement. HR will contribute to the company's durability and profitability by supporting the vision, goals and challenges of GDI Services Inc., controlling costs and helping to retain, support and develop our most valuable asset, our diverse workforce.

We will achieve this by developing, utilizing and continuously improving a comprehensive human resource program, which covers: recruitment, hiring, risk management, employee relations and employee development. Our services our focused on promoting a work environment characterized by fair treatment of employees, open communications, personal empowerment, accountability, trust and mutual respect. We provide leadership and guidance in the development, implementation, and equitable administration of policies fostering a positive work environment. We seek and provide solutions to workplace issues that support the principles of GDI and its customers. We value and promote honesty, integrity, professionalism, confidentiality, accuracy, accessibility and teamwork.

We are committed to continuous improvement of our operations and the services that we provide. To achieve our goals, we recognize that the quality and content of our services is determined by our customer's needs and changing expectations. It is our policy to continuously watch and identify the changing needs and expectations of our customers; achieve efficiency in our operations, attention to detail and responsiveness to our customer priorities; provide quality service on time, and; provide an environment where continuous improvement is encouraged and rewarded.

6.1 Policy

6.1.1 GDI has established an Employment Policies and Procedures manual (Revised September 2017) as the general guide for all GDI operations to follow.

6.1.2 The Policies and Procedures Manual shall be maintained and updated by GDI H.R. and communicated to the company via distribution to regional leadership who in turn are responsible for mass distribution without exception.

6.1.3 Full compliance with these policies by all GDI leadership and employees is required. No deviations are permitted without executive support and H.R. notification.

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6.2 Hiring

Recruitment – GDI Services Inc. is committed to employ, in its best judgment, suitable candidates for approved positions while engaging in recruitment and selection processes that are in fair and equitable and compliance with all applicable employment laws. It is the policy of GDI to provide equal employment opportunity to all applicants and employees. The policy is based on the following underlying principles:

6.2.1 Employment Requisition form will be completed for every vacancy – this will include all pertinent information including authorization from the proper department heads.

6.2.2 A job description will be prepared, if one doesn't already exist including the duties and responsibilities

6.2.3 A job advertisement will be prepared, based on the job description and including the job detail such as working hours, work location and job requirements in regards to required experience or professional competence.

6.2.4 Open positions will be posted on career sites to solicit resumes and employment applications

6.2.5 Other advertising sources may be used as needed: flyers, radio ads, newspapers, etc.

6.2.6 Resumes and applications will be preliminarily reviewed to screen out those who lack the desired level of skills and competencies for the job.

6.2.7 Telephone interviews may be conducted to further screen candidates prior to in person or video interview.

6.2.8 An in-depth assessment will be conducted of all candidates chosen through interviews, skills tests and verification of stated employment records and qualifications, to select candidates with the highest potential for job success.

6.2.9 Applicants chosen as a candidate for interview, will be informed on the application procedure and the details of the vacant position.

6.2.10 All applications/resumes received in response to our ads will be held for one year and then destroyed in a manner which will protect our applicant's privacy.

6.3 Selection and Position Placement

With the many laws, regulations, and ethics surrounding the practice of hiring persons, the following principles shall be followed in the process of selecting and placing candidates for any GDI position:

6.3.1 The recruiting professional will ask questions which are relevant to the position and/or job performance and will refrain from asking any questions which would be considered a violation of employment law.

6.3.2 The applicant will be chosen on the basis of suitability with respect to the position.

6.3.3 The applicant will provide the company with true information it needs to form an accurate picture of the applicant's suitability for the vacant

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position and will not withhold information which may be important to the fulfillment of the vacancy.

6.3.4 GDI will obtain permission from the candidate before contacting third parties and/or other sources about the applicant. The intended information must be related to the position to be filled and may not disproportionably infringe upon the applicant's privacy

6.3.5 GDI will provide the applicant with a reasonable amount of information that the applicant needs in order to be able to form as complete a picture as possible of the job vacancy and of the company.

6.3.6 The information provided by the applicant will be treated confidentially and with due care; the applicant's privacy will be respected in all matters.

6.3.7 If an applicant submits a written complaint to the company, the company will thoroughly investigate

6.3.8 Should the company decide at any stage during the process that an applicant is not qualified to fill the position, the company will endeavor to notify the applicant verbally or in writing.

6.3.9 The application process is considered to be concluded if the position has been filled or if the company has decided that the position should be withdrawn.

6.4 Employment Retention

6.4.1 The HR team will measure and monitor turnover and communicate the metrics to the management team, so that adjustments can be made and processed and procedures can be assessed to ensure improvement.

6.4.2 The HR team will strive to conduct exit interviews with all willing persons to best understand reasons for exiting the company thus allowing for preventative measures whenever possible.

6.4.3 Management and leadership (operational and sales) shall make themselves aware, and react to, such metrics. They shall work with HR and work to build into staffing (active and proposed through the sales process) needed wages and benefits that reflect the realities and needs being reported by HR.

6.5 Site-Specific Orientation

Operational management shall address all specific unique aspects of each jobsite and shall provide training and awareness of such aspects to all staff working at said site. Such training shall be treated no differently than any other training at GDI in that it shall follow all training and documentation protocols.

6.6 Executive Development

6.6.1 Attendance at trade shows is encouraged and, in most cases, paid for by GDI.

6.6.2 Attendance / participation in seminars, college and university courses and industry specific training (ISSA, IEHA, IFMA, BOMA, AID,

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NASP) is encouraged and, in most cases, paid for by GDI, if prior approval is obtained. The management team is required to submit certificates of completion and/or attendance to such classes.

6.6.3 The leadership team shall be exposed to internal training in safety, HR, OSHA, ISO / CIMS and conform their work around such programs, policies and regulations.

6.7 Management Training

6.7.1 Leadership in a rapidly changing environment requires a diverse and evolving skill set. GDI's leadership team is encouraged to continually acquire new skills and hone existing skills to grow the business and enhance our impact

6.7.2 Attendance at trade shows is encouraged and, in most cases, paid for by GDI.

6.7.3 Attendance / participation in seminars, college and university courses and industry specific training (ISSA, IEHA, IFMA, BOMA, AID, NASP) is encouraged and, in most cases, paid for by GDI, if prior approval is obtained. The management team is required to submit certificates of completion and/or attendance to such classes

6.8 Employee Training

6.8.1 GDI shall develop and implement in a uniform manner training that is commensurate with the duties and expectations of each employee's function(s) at the company.

6.8.2 Employee training shall include base GDI safety training along with all GDI and regulatory reviews without exception.

6.8.3 Employees shall be trained on customer service and unique aspects of site service delivery through on-the-job training and any other means necessary to effectively communicate and deliver the tools our employees need to succeed.

6.9 Training Language / Format

Due to the diversity of our workforce it is difficult to offer all training in each of the languages spoken by our diverse staff; with fairness and equity in mind, training shall be offered in a format and/or language that is easily understood by the trainee, whenever possible. All documents will be available in English and some will be offered in Spanish (our second most prevalent language). We will do whatever necessary to help all employees to thoroughly understand the training materials.

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6.10 Security

6.10.1 Facility - Each Facility is different and comes with its own requirements for security. Site-specific Orientation (3.3) will cover security to ensure that employees are aware of security threats and concerns, their responsibilities and liabilities and are equipped to support organizational security policy in the course of their normal work.

6.10.2 Employee personal information – all employee personal information will be kept in a locked and secured area at all times; access will be limited to authorized HR personnel only. Employee medical records – will be kept in a separate file so that only HR authorized personnel have access.

6.10.3 Payroll data – all employees with access to the payroll system will be assigned a security level which will determine their level of access.

6.10.4 Employee Security – all hourly employees are required to clock-in and out of the building in which they are working so that, in case of emergency, their presence in a building can be confirmed.

6.10.5 Corporate Security – GDI shall maintain a locked and controlled access to all properties in its control without exception. Such controls shall include, at a minimum, the following measures/policies:

6.10.5.1 Locked doors with assigned access. Key access should be limited and pin codes should be avoided – prox cards preferred.

6.10.5.2 Staff IDs [with company logo, name and photo] to be worn by all personnel at GDI offices at all times. Visitor IDs, badges, or stickers should be incorporated into this policy.

6.10.5.3 Visitor logbook and assigned escort for all non-site/office assigned staff shall be followed.

6.10.5.4 A uniform emergency response process shall be maintained and followed at all properties / offices as laid out in Safety Policy SP-08.

6.11 Timekeeping & Payroll

6.11.1 ADP is the current payroll system used for GDI Services Inc. – all hourly payroll is processed at the division level and the Payroll Manager reviews and approves; all salaried employee payroll is processed by the Payroll Manager and the VP HR US approves.

6.11.2 Payroll will be processed weekly, bi-weekly or semi-monthly (salary) depending on the location, union agreement, or other requirements.

6.11.3 Epay/Blueforce is the current timekeeping system used for GDI Services Inc.– all hourly employees must clock-in using the device available at their worksite (phone, biometric scan, etc.).

6.11.4 Operations is responsible for managing, reviewing and approving all employee activity/hours to confirm all hours to be paid.

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6.11.5 Once the hours are approved by Operations, Payroll will download the hours/information from Epay and upload into ADP for processing

6.12 Risk Management

HR is committed to limiting company and employee risk and associated costs, through its practices.

6.12.1 HR will diligently work to fill open roles the moment the employment requisition is submitted.

6.12.2 HR will properly evaluate each candidate's knowledge, skills and abilities to fill an open position therefore limiting turnover and reducing associated costs.

6.12.3 The background screening process, as is determined on a jobsite basis, will be conducted to ensure all employees and customer employees are kept safe and to limit the potential for theft, fraud or misuse of facilities; this process will be carried out in accordance with relevant laws, regulations and ethics, and proportional to the business requirements, the classification of the information to be assessed and the perceived risks;

6.12.4 In order to ensure all candidates are treated fairly and equitably, HR will conduct an individualized assessment of a candidate's background screening results and will consider:

- The nature and gravity of the offense or offenses
- The nature of the offense or offenses in comparison to the environment of the position
- The time that has passes since the conviction or completion of sentence
- The nature of the job held or sought

6.12.5 HR will effectively communicate all pertinent policies and procedures and ensure employee receipt and understanding

- By providing each employee with a copy of our Employee Guidelines Manual
- By documenting this through a signed acknowledgement form which is kept in the employee file
- By reinforcing certain key policies and procedures through an individual sign off provided/obtained in the hiring documentation process.

6.12.6 HR will always work to uphold the GDI code of ethics

- By developing and enforcing policies which support our Code of Ethics
- By immediately investigating any claim which violates our Code of Ethics (discrimination, harassment, disrespect towards coworkers, customers, environment, society, the company and its interests, the law, business standards, corporate policies and procedures)

6.12.7 HR will always protect our employees from discrimination and/or harassment as well as control the risk associated with discrimination claims.

- By being available for all employees to contact for help, support or any questions.
- By effectively communicating our policy to all.

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- By enforcing our zero-tolerance policy with regards to discrimination and harassment.
- By training and coaching employees and the management team on the laws and company policies.
- By immediately investigating any comments or claims with regards to discrimination and harassment.
- By supporting and encouraging a progressive approach to discipline, whenever possible, to ensure the company's expectations are being clearly communicated and the employee is given every opportunity to meet expectations.
- By ensuring thorough documentation is prepared and maintained on every employee complaint or discipline event at the time it happens.
- By tracking and managing any and all complaints of discrimination and harassment
- By thoroughly documenting the reasons behind every employee termination.
- By responding to all complaints of discrimination or harassment, thoroughly and timely.

6.12.8 HR will manage all unemployment claims to control costs

- By ensuring terminations (voluntary and involuntary) are processed timely
- By ensuring all involuntary termination recommendations are reviewed for fairness and compliance with the law.
- By ensuring all terminations are properly documented.
- By ensuring all unemployment claims are responded to on-time.

6.12.9 HR will manage all Workers Compensation claims to protect the employees and control costs

- By ensuring that all employees who experience an injury, accident or illness at work are immediately provided medical assistance and are provided all necessary support while they are recuperating.
- By ensuring all accidents and injuries are investigated and documented in a thorough and timely fashion.
- By ensuring all recordable accidents and injuries are promptly reported to the insurance company.
- By ensuring all pertinent information, including suspicion of fraudulent claims is communicated to the insurance company.
- By monitoring the claim status and recommending more aggressive investigation as necessary (surveillance).
- By ensuring our return to work program is enforced whenever possible.

6.12.10 HR will ensure all employees working in environments where they may be exposed will be protected and that the company's interests will also be protected.

- By offering testing and vaccines, paid for by the company, to protect their health.

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- By having employees sign a waiver if they refuse the available vaccines or testing.

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Health, Safety, & Environment 7.0

7.0 GDI shall maintain cleaning and maintenance services that are safe to our employees, users of the facilities we service, and the environment.

7.1 Regulatory Compliance

7.1.1 All GDI employees shall comply with all pertinent provisions of federal OSHA Hazard Communication Standards (HazCom) and all state requirements whichever is the more stringent. Key provisions that all divisions and departments shall comply with include, but are in no part limited to,

7.1.1.1 All GDI employees shall comply with the U.S. Hazard Communication Policy/program [SP-05] and be aware of revisions and updates.

7.1.1.2 The HazCom Policy [SP-05] shall be posted publically at every GDI office and job site and copies made available to any employee upon request.

7.1.1.3 Safety Data Sheets (SDS) shall be readily available for all chemical products at a site. Each SDS shall be fully up-to-date and match the exact formulation of the corresponding chemical product.

SDS books at work sites shall contain all chemicals located on the site and all chemicals that may, in the course of service delivery, enter the job site for any period of time. Safety Data Sheets for chemicals not utilized on site that do not meet the above criteria shall not be placed in site SDS books / manuals.

7.1.1.4 Access to SDS books/manuals shall be available to any employee on any shift without exception. At least one primary SDS book may not be locked in offices, cages, or other areas where any employee has limited access.

The locations of the primary SDS book shall be clearly marked to easily identify its location. Any areas where chemicals are stored that does not have an SDS book shall post a completed SDS Location Sign [F700-0021]. Every work site shall have at least ONE [1] SDS book per structure / building.

7.1.1.5 SDS documentation may be made available via an electronic means but a physical paper copy MUST remain on site with full accessibility (per §7.1.1.4 above) in the event of power or computer failure. There may never, even for a brief period of time, be a laps in accessibility to SDS documents.

In the event of a digital SDS system, clear signage as to where hard copies may be found in the event of system failure, or any other access denial, shall be posted at said digital system.

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7.1.1.6 Employees shall be trained on HazCom upon hire and annually as dictated by GDI Safety. Training shall be documented per GDI's training documentation policies.

7.1.1.7 Chemicals shall be mixed with cold water (unless manufacture instructions specifically indicate otherwise) and during mixing process (manual or mechanical mixing system) the GDI employee must wear eye goggles (not safety glasses) and any other PPE called for in the interaction of said chemical (see specific SDS for such information).

7.1.2 Chemicals shall be stored in secure, clean and environmental appropriate locations to the specifications of the chemical.

7.1.2.1 Corrosives, flammables, and combustibles shall be segregated and controlled. Storage shall follow all OSHA, EPA and NFPA standards and regulations.

7.1.2.2 For chemicals over 1 gallon in storage volume, a spill containment system shall be at the location. Drums shall only be stored on top of spill containment platforms.

7.1.2.3 Chemicals may never be disposed of on the ground, roads or parking lots, outside storm drains or any other drain not connected to the facility waste drainage system (sewer).

7.1.2.4 Liquid chemicals shall be stored on shelfs below 4 feet 6 inches and should, when at all possible, be stored on the lowest shelf to the floor. No liquid chemical should ever be stored where it is above the head / face of the employee.

7.1.3 Every job site shall conduct a site hazard assessment [SP-07] to determine non-abatable hazards (including chemical) and determine the proper Personal Protective Equipment (PPE) needed when interacting with said hazard / chemical.

The SP-07 assessment shall be posted in a visible location along with the HazCom policy [SP-05]. The assessment shall be re-conducted any time there is a change in service (increase or decrease) provided.

7.1.4 Any cleanup of spills of a bodily fluid nature the employee must assume the fluid is infectious and treated as such per GDI's Bloodborne Pathogen Policy [SP-11].

7.1.4.1 Employees must be trained and authorized to conduct a BBP spill and must follow all procedures as found in §4.3 of SP-11.

7.1.4.2 If the job site has serviceable areas where potentially infectious materials may exist, such as a site clinic, employees shall be offered Hepatitis B vaccination per §5.0 of SP-11. Employees may sign off on such vaccination but may change their mind at a later point in time.

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7.2 GDI Environmental Policy

7.2.1 GDI has establish an environmental policy [F800-0005] to reduce the exposure to our customers (building occupants) and GDI Facility Services personnel to potentially hazardous chemicals, biological and particulate contaminants that would have negative effect on human health, the environment, and customer property.

7.2.2 GDI's environmental policy shall be fully complied with throughout the company, posted and made available to employees and clients alike.

7.2.3 GDI's policy [F800-0005] shall supplement a client's policy when more stringent or be subordinate to said client's policy when such policy expands beyond GDI's. GDI shall always comply with client's policies and edicts.

7.2.4 Sub-contractors working on behalf of GDI shall have their own environmental policy equal to, or greater than, GDI's. In the event such a policy does not exist, or does in a lesser manner, the sub-contractor shall fully comply with GDI's policy.

7.3 GDI Safety Policy

7.3.1 GDI's corporate safety policy [SP-02] shall be fully installed and followed exactly throughout the company: all offices, GDI owned/controlled facilities, and all work site locations.

7.3.2 Employees shall be trained on SP-02 upon hire and annually as dictated by GDI Safety. Training shall be documented per GDI's training documentation policies.

7.3.3 Employees should be specifically notified and trained (via SP-02 and periodic safety reviews) that all injuries shall be reported immediately to an employee's immediate supervisor and operational management must report immediately via a completed incident report to GDI Safety & HR.

Initial incident reporting may not have all the facts and information. First reports should contain as much information as possible and additional information, reports, statements, and other documentation may be added as it comes available.

7.3.4 All incidents (human), auto incidents / property damage, and near misses shall be reported into GDI's Safety Reporting System (SRS) via the app or internet website. GDI Safety and HR shall monitor the SRS for incident trends and for reporting purposes. GDI Safety and HR shall further keep all documentation, records and investigated information on all incidents well documented within the system. If paper copies are desired (not advised) they must be secured as applicable to all local, state, and federal law – including HIPAA. Such paper copies are subordinate to electronic and should never exist without an electronic counterpart within the SRS.

7.3.5 GDI Safety shall maintain the SRS and keep multi-directional channels open to HR and OPS for input on issues to correct as well as continuous

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improvement opportunities. Major system changes shall be communicated, as best possible, with HR and OPS for their review and opinions before project's initiation.

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Management 8.0

8. GDI management, both executive and regional, shall promote the full deliverance of the GDI C.O.R.E. policy throughout the company to all employees and clients. Appropriate resources shall be allocated, and released, to effectively achieve the tenants of this policy. Further, management shall make every effort to ensure that deviations to this policy are not tolerated and work to ensure the accurate execution of the policy within the company or region.

   Management shall recognize that leadership is top-down and its attitude and public support of the GDI C.O.R.E. policy is integral to the successful buy-in of all employees under it and the successful execution and on-going delivery of the same.

8.1. GDI's Mission & Values

8.1.1. Our Mission

GDI Integrated Facility Services is your one-call destination for expert facility maintenance across Canada and the United States, including cleaning, energy management, and multi-trade technical services. When you partner with GDI, we work behind the scenes to solve any problems that might exist, perfect your facility's reputation, and ensure ongoing customer satisfaction.

8.1.2. What is the GDI Difference?

Our client-first philosophy means we are committed to your satisfaction, we customize our services to fit your needs, and you will enjoy clean, healthy, and welcoming work and leisure environments every day.

- One provider and one solution for all of your facility services
- Decades of unrivalled experience that can be used to your benefit
- Thousands of dedicated team members across North America
- Transparent reporting for accountability and quality assurance
- Diversified customer base with long-standing relationships
- Ability to service national and multi-regional property portfolios
- 12-time winner of Canada's Best Managed Companies program

8.1.3. Innovation

Our innovative team invests in the market's best technology to create transparent, convenient reporting and quality assurance for our clients.

- Our proprietary GDCalc software calculates the time needed to complete any cleaning task in a specific space, ensuring that we perform our work as efficiently as possible.
- Based on APPA and LEED standards, our proprietary GDI Inspect quality inspection and reporting software evaluates the cleanliness of buildings and facilities, then sends electronic reports directly to end users.

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We are ISO 9001:2015 Quality Management Systems certified and CIMS 1101:2006 GB – with honors (and a Charter member to the CIMS standard).

8.1.4. Safety First

We can only achieve success if the work is performed without causing injury.

- Our commitment to an injury-free workplace starts with our project orientation package and is engrained through on-the-job safety training.
- Our corporate philosophy defines health and safety as a core requirement within all of our standards, procedures, and policies.
- We apply a mandated national health and safety audit tool that sets performance standards by encompassing legal, corporate, and other standards as a benchmark for compliance.

8.2. **Planning**

8.2.1. Planning

Management shall perform short and long term planning through internal processes such as budgeting and S.W.O.T. analysis to set realistic goals that can be achieved and avoid grandiose goals that, although sound great and have value, are not realistic in either their timeliness or budgetary realities. This planning shall take a quarterly, annually and multi-year approach.

8.2.2. Business succession

Management shall cooperate with the corporate taskforce on disaster recovery to properly plan for, and build, contingencies to provide continued operational abilities in a variety of events (from disaster to events such as loss of personnel) that can directly affect corporate operations.

Management shall continue to monitor the succession plan and send recommendations to the taskforce when new data and/or changes in local organization occur that could/would have an effect previously not accounted for in the recovery plan.

8.2.3. Training

There are different levels of training and different needs based on a GDI employee's position and duties within the company. The training plan laid out within this policy is a base minimum that shall be achieved without exception but additional training is always encouraged and welcomed.

8.2.3.1. New Hire (all employees)

Employees entering into GDI for the first time (or a rehire with 3+ months since previous employment) shall have the following training at time of hire:

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- Employee handbook
- Corporate safety policy [SP-02]
- Hazard communication & SDS [SP-05]
- Bloodborne pathogen [SP-11]
- Slip, trip, and fall awareness

All safety training shall also require comprehension examinations that are to be saved in the employee's HR file.

8.2.3.2. Legal Reoccurring

Annually, as set by GDI's Safety Department, all employees shall be re-trained on GDI's corporate safety policy, hazard communication and Bloodborne pathogen along with a comprehension test as issued by GDI Safety. This training shall be given to all employees regardless to a recent training on the same, or similar, topic. Completed tests shall be placed in the employee's file.

8.2.3.3. Advancement Training

GDI management shall follow the GDI training advancement program as laid out in document F300.0084. This training advancement program lays out the base minimum that must be followed but additional training may be added based on local management authorization.

GDI managers shall strive to look for employee potential and actively offer training and advancement opportunities to all employees regardless if their advancement could be viewed as 'disruptive' to the operations of the account said employee is assigned – an employee's success should never be cause for their being held back for enhancement and/or advancement.

8.2.3.4. Management Training Program

GDI shall establish the standardized management training program regionally to properly train new managers, or current employees being 'groomed' for management/leadership, within the company.

Program Duration: monthly class work from 4-8 hours
Instructors: internal / external experts on topic instructed
Course work: pre-determined – no deviations
Class Offerings:

Human Resources & employee relations
Safety
Special services work (ie: floor & carpet care)
Base operational work (general cleaning)
Payroll & timekeeping
Quality (Inspections, audits and standards)
Equipment & purchasing
Marketing, sales & job budgeting

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Environmental concerns & ISSA certification

Each program topic shall include instructor led classroom work, documents and supporting written items, dialog and student participation (role-play) exercises, demonstrations and hands-on work when applicable, and end of course topic examinations.

Upon completion the employee shall be issued a farmable diploma, small financial bonus, and graduation dinner with local senior GDI executive(s) and the employee's plus one.

8.2.3.5. Documentation
All training (safety, quality or other) shall be documented both physically and electronically.

Physical documentation shall consist of employee 'sign-offs' on GDI's training document form F300.0025. This document to topical by nature and not by employee. Records shall be maintained at the job site office, or next available regional office is site office is not applicable or logical.

Electronic documentation shall be inputted into GDI's Training Matrix – its web-based training documentation system. Issued certificates should be scanned and saved to the employee's e-record and all training shall be inputted and maintained – kept up to date.

Records shall be maintained for the active year and 2 previous years. Records later shall be destroyed by a certified shredding service.

8.3. Organization Structure

8.3.1. An organization char shall be maintained showing the base positions and authority structure. This shall be maintained within GDI's document control system and approved for release by senior management

8.3.2. Job Descriptions shall be developed for all job functions. Base job descriptions shall be general in nature and able to describe base functions across the company. Site specific job descriptions can be made (enhancement of the base) and also controlled within GDI's document control system.

8.4. Communication

8.4.1. Management Communication

8.4.1.1. Regional management teams shall meet weekly to review activity and allow for all departments to update the

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management team of their activity and take questions from others for clarification and unification of all efforts.

8.4.1.2. National management team shall meet twice monthly to update the national management team of each region's issues and further promote unification of all efforts and corporate goals. Meetings shall be conducted via video conferencing.

8.4.1.3. Senior Management shall meet at least 10 times monthly in person or via video conferencing. Sr. Mgt. Meetings shall allow all departments to report activity, review successes and challenges and participate in setting policy, agendas and goals for the coming month, quarter and beyond.

8.4.2. Client Communication

8.4.2.1. On-going

GDI site managers, regional managers, and account executives shall maintain verbal and written (text, email, other) communications with our clients on an ongoing as needed basis. The client should always feel their needs and concerns are being heard and acted upon.

Local management shall determine lines of communication with the client and make all efforts to monitor successful execution of the communication plan.

8.4.2.2. Periodic

Quality Service Reviews (QSRs) shall be conducted no more than quarterly and no less than annually. Management shall follow the procedure in section 4.5.2 as set forth in this policy.

8.5. Legal Compliance

Management shall understand, and comply, with all local laws, regulations, and governmental policies. Management shall also comply with all OSHA and other Federal regulatory policies.

Potential conflicts with the above must immediately be discussed with senior management and, with senior management's determination, GDI Legal as well.

No intentional action on the part of any GDI employee that puts GDI in any legal, or compliance violation, risk is not acceptable and thus not authorized.

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EcoSmart Green Initiative 9.0

9. GDI is committed to reducing its carbon footprint at all work sites as well as in GDI controlled facilities, warehouses and offices. To that end, GDI has established the following core principles as part of our compliance with what we call our EcoSmart initiative.

   Using environmentally preferable products is one of EcoSmart's essential components.

   Environmentally Preferable: (There is no universally agreed upon definition for Green) as defined by Executive Order 13101: " ...products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service."

   Whenever possible, we use products that have earned Green Seal certification (or similar). Green Seal is an independent not-for-profit organization whose product evaluations are credible, objective, and based on science. In short, Green Seal provides unbiased information whose only purpose is to inform the purchaser of environmentally responsible products and services. If a Green Seal product is not available or effective, we look for environmentally preferred products that may include certification by EPA or carry the Environmental Choice Seal. The selected product may not contain carcinogens and other hazardous chemical compounds (Hazardous Cleaning Chemicals Glossary, US Department of Health and Human Service Report on Carcinogens, Diedre Imus Environmental Center for Pediatric Oncology "Greening the Cleaning" Program, and Green Seal Report on Industrial and Institutional Cleaners) or contain the least amount of these hazardous compounds.

   If a green product does not exist in a given product category, then the product used should be minimized or eliminated. Evaluation of future developed product options should continue in the identified category.

9.1. Sustainable Products

9.1.1. Trash Can Liners should be selected that are manufactured from 100% regrind Low Density Polyethylene (LDPE) and have at least 60% post-consumer recycled plastic. High Density Polyethylene (HDPE) still cannot be effectively recycled. HDPE liners use less plastic because it is stronger than LDPE, so it may be preferable to use HDPE bag for certain applications, and thus generate less overall plastic waste. HDPE recycling efforts will continue to be monitored. If LDPE is not sufficient, then use bags that at least have some recycled content but still perform adequately, or minimize bag use. For example, alter office trash collection procedures by emptying the trash out of the liner into the collection

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container instead of throwing away liners each day. Only remove soiled liners.

9.1.2. Paper Towels and Napkins: Paper products should be selected based on recycled content (particularly postconsumer recycled content), whitening process (if applicable), packaging and dispensing options. For greater detail, refer to the Green Seal March 2004 Report on Bathroom Tissue and Paper Towels and the Green Seal Standard for Paper Towels and Paper Napkins (GS-09).

Product characteristics such as forestry practices and appropriate certifications, whitening and/or bleaching processes, recycled content, post-consumer waste recycled content, post-industrial and pre-consumer waste recycled content, generated packaging waste and controlled-use dispensing efficiency should be considered. The selected product should meet EPA, USGBC and Green Seal guidelines, and should be minimally Elemental Chlorine Free (ECF) and preferably Process Chorine Free (PCF).
Paper towels and napkins - 100% recovered materials and at least 40% post-consumer material by weight.

9.1.2.1. Paper towels and napkins - 100% recovered materials and at least 40% post-consumer material by weight.
9.1.2.2. Products shall not be de-inked using any solvents containing chlorine, benzene.
9.1.2.3. The core of a roll of paper towels must be manufactured from 100% recovered fiber.
9.1.2.4. Limited printing on napkins / towels
9.1.2.5. Wrapper / Packaging 100% recycled material

9.1.3. Toilet Tissue

9.1.3.1. 100% recovered materials, including 20% post-consumer materials
9.1.3.2. 40 Sq. Ft. / 300 sheets 4.5-4.4 sheets
9.1.3.3. No de-inking using chlorine solvents
9.1.3.4. No bleaching with chlorine
9.1.3.5. Core / packaging 100% recovered fiber
9.1.3.6. Wrapper 100% recycled material

9.1.4. Facial Tissue

9.1.4.1. 100% recovered materials, including 10% consumer material
9.1.4.2. 70 sq. ft. of product / 175 sheets 8x8 inch sheets
9.1.4.3. No de-inking using chlorine solvents
9.1.4.4. No bleaching with chlorine

9.1.5. Industrial and Institutional Cleaning Products

9.1.5.1. Undiluted product shall not be toxic to humans
9.1.5.2. Shall not contain carcinogens & reproductive toxins
9.1.5.3. Non-combustible (if un-avoidable must be segregated in proper OSHA regulated storage containers).
9.1.5.4. VOC content shall not exceed 1% for GP cleaners

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9.1.5.5. VOC content shall not exceed 3% for restroom cleaners
9.1.5.6. Non-toxic to aquatic life
9.1.5.7. Ingredients are biodegradable
9.1.5.8. Packaging – recyclable / returnable
9.1.5.9. Product must be a concentrate
9.1.5.10. Fragrances must be identified via SDS
9.1.5.11. Any selected cleaning products will have adequate dilution control systems, preferably a closed, unalterable proportioning system with required backflow and cross-connection protection. However, any dilution control/proportioning system is preferable to manual dilution. There are several new and intriguing systems that dilute through the trigger sprayer itself. This may be a better option when building plumbing systems are susceptible to cross-connection.

9.2. Green Cleaning – Low Environmental Impact Cleaning Policy

9.2.1. Overview: Floor sealers, finishes, strippers and maintainers generally need to be used as a complete system for maximum effectiveness. As these products can be some of the most hazardous products used in cleaning operations, and because Green Seal recommended product options are few (Green Seal Environmental Standard for Floor Care Products, GS-40; Green Seal Report on Floor Care Products), the following options will guide the Matrix Green Cleaning Program in hard surface floor care.

When possible, do not seal or finish floors (i.e. natural stone floors, concrete, etc.). Unfinished floors do not require stripping and reapplication of sealer or finish, eliminate the need for costly maintenance procedures, and are typically more

9.2.2. Resilient Floor Care: If finish is required (I.e. floor type, floor protection, appearance), then a Green Seal recommended system should be used.
9.2.2.1. Systems should be developed, when possible, to extend the life of the finish to a 12 month cycle between full strip and finish to minimize waste water discharges.
9.2.2.2. Finished should be metal-free and zinc free.
9.2.2.3. If such systems are not allowed at a site, or not sustainable, then a non-green certified product that approximates, as closely as possible, the Green Certified product shall be used.

9.2.3. Hand Soaps
9.2.3.1. A Green Seal recommended hand soap is preferred. However, few Green Seal recommended hand soaps utilize cartridge dispensing systems. Hand soaps should be selected based on hazard- free chemical content, and on dispensing system type and packaging that minimize waste. Vegetable oil based products which contain no added antimicrobial agent, except as a preservative in the

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product, unless required by health codes or other requirements (i.e. in healthcare situations (not all), day care, and food service). Foaming hand soaps are also preferable as packaging waste is minimized.

9.3. Entry Matting Systems

Interior / Exterior – Entrance matting systems will be reviewed to ensure maximum soil containment. Less soil entering the building will require less cleaning. The purchase of matting products made from environmentally preferable materials (i.e. rubber) and recycled materials, matting that can be recycled, and matting manufactured in an environmentally-friendly manner is recommended

9.4. Low Impact Pest Control Program

9.4.1. Adopt low impact environmental policy
9.4.2. Avoid exposure to building occupants w/in 72 hour post application
9.4.3. Eliminate 'safe havens'
9.4.4. Control food sources
9.4.5. Eliminated clutter and pest promotion areas / practices
9.4.6. Reduce moisture levels
9.4.7. Clean trash containers
9.4.8. Employ non-chemical methods – bait / traps
9.4.9. Use low toxicity pesticides
9.4.10. Use non-transferable baits

9.5. Exterior Site Maintenance

9.5.1. Establish low impact site plan
9.5.2. Use ice melt before precipitation
9.5.3. Use potassium and magnesium chloride for deicing – avoid calcium or sodium chlorides ice melts
9.5.4. Use a spreader for ice melt compounds
9.5.5. Use approved chemicals for exterior cleaning and safe disposal
9.5.6. Never dump any liquid / chemical into outside drains or storm drains

9.6. Low Impact Cleaning Equipment

9.6.1. Vacuums

All vacuums will meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency (CRI Green Label Testing). HEPA or high-filtration systems will be required to adequately contain particulate matter and maintain indoor air quality at recommended levels. The vacuums that we use are certified by the Carpet & Rug Institute's (CRI) Green Label Program. The Carpet and Rug Institute has developed an indoor air quality vacuum testing program as a way for building owners to ensure that the vacuums used in their facilities meet important performance criteria. Units are tested following a procedure developed

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by industry manufacturers and peer-reviewed by scientists with expertise in maintenance and indoor air quality. Vacuum cleaners earn the Green Label designation after passing the CRI test criteria for soil removal, dust containment, and carpet appearance retention.

9.6.2. Floor Machines
Floor machines (i.e. buffers and burnishers) have active vacuum attachments to capture the fine particles.

9.6.3. Wipers & Dusters
Operations should begin to achieve 100% microfiber technology.

9.6.4. Paper Prohibitions

9.6.4.1. Paper will no longer be used as a cleaning tool. Instead, re-useable, launderable, microfiber cloths will be used to reduce paper waste. Chemically Treated Dust Cloths should not be used. Untreated microfiber cloths are to be used as replacements

9.6.4.2. When possible and effective, microfiber cloths and mops will replace other disposable cleaning tools (i.e. sponges, scrub pads, cloth rags, cloth mops, dusters) with shorter life cycles to minimize waste. When possible, microfiber cloths will be used without chemical cleaning agents to minimize chemical use. Microfiber dry mops or reusable untreated dry mops will be used in place of chemically treated dry mops.

9.6.5. Automated Aerosol Deodorizers, Urinal Blocks & Treated Dust Cloths

9.6.5.1. Automatic aerosol deodorizers are not recommended due to their aerosol nature which contains high levels of VOCs.

9.6.5.2. Where required (such as automatic dispensing systems) then select a product that most closely meets Green Seal guidelines, has lower VOC emissions, and can be programmed to emit fragrance only as needed.

9.6.5.3. Urinal blocks are not recommended as many contain hazardous materials. Screens that hold the blocks may be used if necessary but a review of options and selection based on the best 'green option' should be deployed.

9.6.5.4. Waterless urinals utilized less water but need special maintenance (cleaning procedures and filters). Consult manufacturer's manual for proper procedures.

9.7. Occupant Recycling Programs

9.7.1. Source Reduction

9.7.1.1. Replace folded towels with roll towels

9.7.1.2. Use coreless toilet tissue

9.7.1.3. Use umbo roll toilet tissue

9.7.1.4. Recyclable packaging

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9.7.1.5. Monitor dumpster pulls and work to fill one at a time to work towards better efficiencies and possible unit reduction or extended service cycles.

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GDI Integrated Facility Services

24300 Southfield Road, Suite 300
Southfield, Michigan 48075

CITY OF NOVI
FINANCE DEPARTMENT – SECOND FLOOR
45175 TEN MILE RD
NOVI MI 48375-3024

4:16 pm
1.25.2024

JANITORIAL SERVICES RFP

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of the City's 2025-2026 property and liability insurance coverage with Travelers Insurance in the amount of $620,653.

SUBMITTING DEPARTMENT: Finance

KEY HIGHLIGHTS:

- Kapnick Insurance Group is the City's general liability insurance broker.
- Insurance to multiple providers with Travelers providing the best rate while still providing adequate coverage
  Increase of 7.5%

FINANCIAL IMPACT

	FY 25/26
EXPENDITURE REQUIRED	**$ 620,653**
BUDGET (Property & Liability Insurance)	
101-266.00-820.000 (General)	**$463,000**
271-000.00-820.000 (Library)	**$18,653**
570-000.00-820.000 (Ice Arena)	**$14,000**
574-000.00-820.000 (Meadowbrook)	**$55,000**
592-000.00-820.000 (Water & Sewer)	**$70,000**
APPROPRIATION REQUIRED	**$620.653**
FUND BALANCE IMPACT	**$0**

BACKGROUND INFORMATION:

The City has insurance coverage of property and liability encompassing all of the City's activities, including City-owned property, buildings and equipment (large equipment including DPW and Fire equipment,) its employees, elected officials and volunteers, regulatory takings/inverse condemnation coverage, and sewer backup liability coverage, and cyber incident response liability. The coverage also includes the Library, Ice Arena, Meadowbrook Commons, and the Water Fund. Each of these entities, by way of separate line-item numbers, reimburses the General Fund in the appropriate premium amounts. The underwriters use the following to provide rates: a) claims experience b) budget c) number of total staff d) number of police staff and firefighters and e) property valuations (land, building, equipment, vehicles, etc.

During the past fiscal year, the City's broker, Kapnick Insurance Group, requested proposals from insurance companies related to general liability and property insurance. Travelers provided the lowest rate for the most favorable coverage. This will be the second year the City has been under Travelers insurance policy.

RECOMMENDED ACTION: Approval of the City's 2025-2026 property and liability insurance coverage with Travelers Insurance in the amount of $620,653.

PREMIUM & EXPOSURE ANALYSIS

Named Insured: City of Novi

Coverage	2024 Rates & Exposures		2025 Rates & Exposures	
	Exposure	Premium	Exposure	Premium
Physical Damage		$ 84,075		$ 91,753
Building	149,656,000		153,152,198	
Contents	Included		Included	
Business Income	500,000		500,000	
Flood Limit	2,000,000		2,000,000	
Earthquake Limit	2,000,000		2,000,000	
EDP	Included		Included	
Total Exposure	*150,156,000*		*153,652,198*	
Average Rate per $1,000	*0.56*		*0.60*	
Crime		$ 1,059		$ 1,059
Employee Dishonesty	250,000		250,000	
Inland Marine		$ 4,691		$ 4,389
Equipment Floater	1,796,230		1,613,725	
Total Exposure	*1,796,230*		*1,613,725*	
Average Rate per $1,000	*2.61*		*2.72*	
Liability				
General Liability*	$1M/$3M/$25K	$ 74,559	$1M/$3M/$25K	$ 85,142
Employee Benefits Liability	$1M/$3M/$1K	$ 475	$1M/$3M/$1K	$ 475
Liquor Liability/Host Liquor	Included	Included	Included	Included
Public Officials Liability	$1M/$1M/$50K	$ 16,733	$1M/$1M/$50K	$ 19,615
Employment Practices Liability	$1M/$1M/$50K	$ 21,686	$1M/$1M/$50K	$ 20,850
Law Enforcement Liability	$1M/$1M/$50K	$ 51,311	$1M/$1M/$50K	$ 50,434
Automobile		$ 161,002		$ 170,854
MCCA		$ 16,380		$ 15,088
BI/PD Deductible $10,000				
# of Units	221		217	
Average Rate per Unit	*803*		*857*	
Umbrella		$ 72,461		$ 82,121
Limit of Liability	*9,000,000*		*9,000,000*	
Rate per million	*8,051.22*		*9,124.56*	
Umbrella -Meadowbrook Only		$ 51,846		$ 54,534
Limit of Liability	*5,000,000*		*5,000,000*	
Richmond National				
Tax & Fees		$ 1,946		$ 2,013
Average Rate per million	*$ 10,758.43*		*11,309.47*	
Cyber		$ 19,131		$ 22,326
Limit	*1,000,000*		*1,000,000*	
Totals		$ 577,355		$ 620,653
$ Change from prior year:				*$ 43,298*

NOTES:

Primary umbrella excludes Meadowbrook

RISK MANAGEMENT AND INSURANCE REVIEW

City of Novi

presented by:
Bill Lyle, Vice President
Theresa Falzetti, CIC Account Executive

July 1, 2025

PROPERTY & CASUALTY SERVICE TEAM

Kapnick Insurance Group utilizes a team approach to servicing your account. You will have several dedicated, highly experienced insurance professionals assigned specifically to work with you. We strive to have someone familiar with your account available to talk to whenever you have a question or need advice.

BILL LYLE, CLIENT EXECUTIVE, VP
P 734.274.4442 **E** bill.lyle@kapnick.com

Bill will serve as the lead person on your team, with overall responsibility for your account, and will make recommendations regarding your coverages and exposures. Bill will also advise and provide creative solutions to your risk management issues.

THERESA FALZETTI, ACCOUNT EXECUTIVE
P 734.929.9467 **E** theresa.falzetti@kapnick.com

Theresa will be responsible for the marketing of your account to insurance carriers and negotiate with underwriters. In addition, Theresa will provide consultation on program structure, terms and conditions in addition to coverage inquiries.

KRIS CANNON, ACCOUNT MANAGER, CIC
P 517.265.1886 **E** kris.cannon@kapnick.com

Kris will be your primary contact for day-to-day service needs. She will make changes to your policy, provide certificates of insurance and auto ids. She will create invoices and follow up with premium collection and assist in answering daily service needs.

DEREK WESCH, CLAIMS ADVOCATE
P 248.206.1368 **E** derek.wesch@kapnick.com

Derek will be your claims advocate by monitoring claims status and investigating and coordinating communications with you and the insurance carrier.

AMY DEKEYSER, VP RISK SOLUTIONS, CIC, CWCP
P 517.266.6950 **E** amy.dekeyser@kapnick.com

Amy will provide fee-based safety and loss control services, advanced level management guidance support, organize educational classes and seminars, and coordinate risk control services.

MELISSA MATICH, PERSONAL INSURANCE ACCOUNT EXECUTIVE
P 248.595.0734 **E** melissa.matich@kapnick.com

Melissa will service your individual risk management needs, provide solutions, negotiate with insurance carriers to provide the best coverage at the most competitive price, and answer questions regarding coverages and other service issues.

PROPERTY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Blanket Building & Contents

Limits:	**$152,649,120**	Blanket Per Schedule on File with Company
	$ 50,000	Personal Property at Undescribed Premises – Exhibition
	$ 50,000	Personal Property at Undescribed Premises – Not Owned, Leased or Regularly Operated Premises
	$ 50,000	Sales Representative Property
	$ 50,000	Personal Property in Transit
	$ 2,000,000	Earthquake - Aggregate
	$ 2,000,000	Flood – Does not apply to Loc's 11, 12, 13, 21, 22, 23, 24, 25, 30, 31, 32, 35, 36, 37, 38, 44, 45, & 47 -
	$ 434,228	Building – Historical Library – Outisde of blanket limit
	$ 68,850	Contents – Historical Library – Outisde of blanket limit

Forms:
Special Form
Agreed Value
Replacement Cost
Broad Form Flood Endorsement

Deduct: $50,000

Includes:

- Equipment Breakdown Endorsement
  - Spoilage - **$250,000**
  - Ammonia Contamination - **$250,000**
  - Hazardous Substance - **$250,000**
- Utility Service
  - Direct Damage - **$100,000** – any one occurrence
  - Time Element - **$100,000** – any one occurrence
    - Coverage provided for Water, Communication and Power Supply
  - Overhead Transmission Lines - **$25,000** – any one occurrence
- Electronic Vandalism Limitation Endorsement - **$10,000** – in any 12-month period of the policy
- Sewer or Drain Backup - **$100,000**
- Law Enforcement Animals
  - Any one law enforcement animal - **$15,000**
  - All law enforcement animals – maximum per occurrence - **$25,000**

PROPERTY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Note: Coverage could be restricted or excluded for vacant or unoccupied buildings.

Business Income & Extra Expense

Limits:	**$500,000**
Forms:	Special Form
Deduct:	72 Hours

PROPERTY SCHEDULE

NAMED INSURED: City of Novi
POLICY TERM: 7/1/2025 - 7/1/2026
Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt	100% Annual Rents	Ordinance or Law Cov. B&C	No. of Swimming Pools
1		City of Novi	45175 Ten Mile Rd Novi, MI 48375 Oakland	CITY HALL	$17,612,870	Y	$3,825,000	Y	$500,000				
1	7	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	BASEBALL DUGOUT	$234,224	Y	$3,570	Y					
1	8	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	PAVILLION	$106,276	Y		Y					
1	9	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	PAVILLION	$104,192	Y		Y					
1	10	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	PAVILLION	$104,192	Y		Y					
1	11	City of Novi	45175 TEN MILE ROAD E Novi, MI 48375 Oakland	STORAGE SHED	$104,192	Y		Y					
1	12	City of Novi	45175 TEN MILE RD ELLA Novi, MI 48375 Oakland	STORAGE BLDG	$104,192	Y		Y					
2	1	City of Novi	45275 TEN MILE ROAD Novi, MI 48375 OAKLAND	HISTORICAL LIBRARY	$434,228	N	$68,850	N					
3	1	City of Novi	42975 GRAND RIVER AVE Novi, MI 48375 OAKLAND	FIRE STATION	$2,155,500	Y	$625,450	Y					
4	1	City of Novi	1919 PARAMOUNT STREET Novi, MI 48375 OAKLAND	FIRE STATION	$1,200,919	Y	$312,120	Y					
5	1	City of Novi	42785 NINE MILE ROAD Novi, MI 48375 OAKLAND	FIRE STATION	$926,918	Y	$232,560	Y					
6	1	City of Novi	49375 TEN MILE ROAD Novi, MI 48375 OAKLAND	FIRE STATION	$2,992,103	Y	$763,776	Y					
7	1	City of Novi	25804 BECK ROAD Novi, MI 48375 OAKLAND	FIRE STATION	$743,566	Y	$177,480	Y					
8	1	City of Novi	26300 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	DPW BLDG	$7,194,096	Y	$3,707,088	Y					
8	2	City of Novi	26300 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	DPW GARAGE	$3,166,891	Y	$959,310	Y					
9		City of Novi	45125 TEN MILE ROAD Novi, MI 48375 OAKLAND	POLICE STATION TOTAL	$9,037,266	Y	$2,103,444	Y					
10		City of Novi	26350 LEE BEGOLE DRIVE Novi, MI 48375 OAKLAND	GUN RANGE BUILDING TOTAL	$3,519,940	Y		Y					

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PROPERTY SCHEDULE

NAMED INSURED: City of Novi
POLICY TERM: 7/1/2025 - 7/1/2026
Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt	100% Annual Rents	Ordinance or Law Cov. B&C	No. of Swimming Pools
11	1	City of Novi	42400 NICK LIDSTROM DR Novi, MI 48375 OAKLAND	ICE ARENA	$18,790,393	Y		Y					
12	1	City of Novi	45255 TEN MILE ROAD Novi, MI 48375 OAKLAND	LIBRARY	$12,606,065	Y	$7,573,500	Y					
13		City of Novi	51000 EIGHT MILE ROAD Novi, MI 48375 OAKLAND	PARK RESTROOMS TOTAL	$1,653,193	Y		Y					
		City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	BATHROOM AND MAINTENANCE BLDG TOTAL	$6,876,686	Y	$10,200	Y					
14	3	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	$104,192	Y		Y					
14	4	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	$104,192	Y		Y					
14	5	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	PICNIC SHELTER	$104,192	Y		Y					
14	6	City of Novi	601 S LAKE DRIVE Novi, MI 48375 OAKLAND	STORAGE BUILDING	$104,192	Y		Y					
15	1	City of Novi	43390 THIRTEEN MILE RD Novi, MI 48375 OAKLAND	PAVILLION	$555,272	Y		Y					
16	1	City of Novi	26442 WIXOM ROAD Novi, MI 48375 OAKLAND	PICNIC SHELTER	$137,637	Y		Y					
17	1	City of Novi	27852 WEST PARK DRIVE Novi, MI 48375 OAKLAND	STORAGE FACILITY	$4,894,623	Y		Y					
18	1	City of Novi	26670 MEADOWBROOK Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					
19	1	City of Novi	25849 ISLAND LAKE DR Novi, MI 48375 OAKLAND	LIFT STATION	$325,205	Y		Y					
20	1	City of Novi	25694 WIXOM RD Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					
21	1	City of Novi	25171 REGENCY DR Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					
22	1	City of Novi	23660 MEETING HALL LN Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					
23	1	City of Novi	22342 ROBERTS RD Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					

PROPERTY SCHEDULE

NAMED INSURED: City of Novi
POLICY TERM: 7/1/2025 - 7/1/2026
Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt	100% Annual Rents	Ordinance or Law Cov. B&C	No. of Swimming Pools
24	1	City of Novi	26401 BECK RD Novi, MI 48375 OAKLAND	LIFT STATION	$271,004	Y		Y					
25	1	City of Novi	27376 NAPIER RD Novi, MI 48375 OAKLAND	LIFT STATION	$244,083	Y		Y					
26	1	City of Novi	26915 FOUNTAIN WALK DR Novi, MI 48375 OAKLAND	LIFT STATION	$208,384	Y		Y					
27	1	City of Novi	45351 JACOB RD Novi, MI 48375 OAKLAND	LIFT STATION	$325,205	Y		Y					
28	1	City of Novi	50980 DAROCA CT Novi, MI 48375 OAKLAND	LIFT STATION	$271,004	Y		Y					
29	1	City of Novi	51050 TEN MILE RD Novi, MI 48375 OAKLAND	LIFT STATION	$271,004	Y		Y					
30	1	City of Novi	20926 E GLEN HAVEN CIR Novi, MI 48375 OAKLAND	LIFT STATION	$444,408	Y		Y					
31	1	City of Novi	21303 HAGGERTY RD Novi, MI 48375 OAKLAND	LIFT STATION	$239,370	Y		Y					
32	1	City of Novi	21687 BECK RD. Novi, MI 48375 OAKLAND	LIFT STATION	$208,384	Y		Y					
33	1	City of Novi	24489 WIXOM RD Novi, MI 48375 OAKLAND	LIFT STATION	$208,384	Y		Y					
34	1	City of Novi	44798 TWELVE MILE Novi, MI 48375 OAKLAND	LIFT STATION	$271,004	Y		Y					
35	1	City of Novi	27852 WEST PARK DR Novi, MI 48375 OAKLAND	PUMP STATION	$325,205	Y		Y					
36	1	City of Novi	26003 WIXOM RD. Novi, MI 48375 OAKLAND	PUMP STATION	$208,384	Y		Y					
37	1	City of Novi	25075 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 63 UNITS	$20,838,441	Y	$510,000	Y					
38	2	City of Novi	25027-25037 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y	$10,200	Y					
39	3	City of Novi	25007-25017 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y		Y					
40	4	City of Novi	24987-24997 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y	$10,200	Y					

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PROPERTY SCHEDULE

NAMED INSURED: City of Novi
POLICY TERM: 7/1/2025 - 7/1/2026
Note: It is the responsibility of the client to make sure limits are adequate.

Loc.	Bldg.	Legal Ownership Entity / Named Insured	Location Name & Address	Description	100% Building Limit	Blkt	100% PPI/PPO Limit	Blkt	Business Income	Blkt	100% Annual Rents	Ordinance or Law Cov. B&C	No. of Swimming Pools
41	5	City of Novi	25047-25057 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y	$10,200	Y					
42	6	City of Novi	24963-24977 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 14 UNITS	$1,521,207	Y	$10,200	Y					
43	7	City of Novi	24943-24953 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y	$10,200	Y					
44	8	City of Novi	24923-24933 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 10 UNITS	$1,146,114	Y	$10,200	Y					
45	9	City of Novi	24899-24913 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 14 UNITS	$1,146,119	Y		Y					
46	10	City of Novi	24875-24899 MEADOWBROOK RD. Novi, MI 48375 OAKLAND	HOUSING - 24 UNITS	$1,146,119	Y		Y					
47	1	City of Novi	50500 8 Mile Road Novi, MI 48375	87 Acres - Vacant Land Liability Only									
48	1	City of Novi	42400, 42550, 42300 11 Mile Rd. Novi, MI 48375	12.67 Acres - Vacant Land - Liability Only									
					$132,218,650		$20,933,548		$500,000				

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Accounts Receivable	
• On-premises	$250,000
• In-transit or at undescribed premises	$25,000
Appurtenant Buildings or Structures	$100,000
Claim Data Expense	$25,000
Covered Leasehold Interest – Undamaged Improvements & Betterments	
• Lesser of Your Business Personal Property limit or:	$100,000
Debris Removal – Additional	$250,000
Deferred Payments	$25,000
Duplicate Electronic Data Processing Data and Media	$50,000
Electronic Data Processing Data and Media	
• At all described premises	$100,000
Employee Tools	
• In any one occurrence	$25,000
• Any one item	$2,500
Expediting Expense	$25,000
Extra Expense	$25,000
Fine Arts	
• At all described premises	$50,000
• In transit	$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Green Building Alternatives – Increased cost	
• Percentage 1%	
• Maximum amount – each building	$100,000
Green Building Reengineering and Recertification Expense	$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	$25,000
Loss of Master Key	$25,000
Newly Constructed or Acquired Property	
• Buildings - each	$2,000,000
• Personal property at each premises	$1,000,000
Non-Owned Detached Trailers	$25,000
Ordinance or Law Coverages	$500,000
Outdoor Property	$100,000
• Any one tree, shrub, or plant	$2,500
Outside Signs	
• At all described premises	$100,000
• At all undescribed premises	$5,000
Personal Effects	$25,000
Personal Property at Premises Outside of the Coverage Territory	$50,000
Personal Property In-Transit Outside of the Coverage Territory	$25,000
Pollutant Clean-Up and Removal – Annual Aggregate	$100,000

DELUXE PROPERTY COVERAGE EXTENSION

Description	Limit
Preservation of Property	
• Expenses to move and temporarily store property	$250,000
• Direct loss or damage to moved property	Included
Reward Coverage – 25% of covered loss up to a maximum of:	$25,000
Stored Water	$25,000
Theft Damage to Rented Property	Included
Undamaged Parts of Stock in Process	$50,000
Valuable Papers and Records – Cost of Research	
• At all described premises	$250,000
• In transit or at all undescribed premises	$25,000
Water or Other Substance Loss – Tear out and Replacement Expenses	Included

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

DELUXE BUSINESS INCOME (AND EXTRA EXPENSE)

Description	Limit
Alterations and New Buildings	Included
Civil Authority	Included
Claim Data Expense	$25,000
Contract Penalties	$25,000
Dependent Properties - Worldwide	$100,000
Extended Business Income – 180 Days	Included
Fungus, Wet Rot or Dry Rot – Limited coverage for 30 Days	Included
Green Building Alternatives – Increased Period of Restoration	30 Days
Ingress or Egress – Up to $25,000	Included
Newly Acquired Locations – 180 Days	$500,000
Ordinance or Law Coverage – Increased period of restoration	$250,000
Pollutant Cleanup and Removal - Per policy period	$25,000
Transit	$25,000
Undescribed Premises	$25,000

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

INLAND MARINE – EQUIPMENT FLOATER

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Limits:	**$1,609,189**	Contractors Equipment
	$ 10,000	Contractors Equipment – Unscheduled – Owned
	$ 5,000	Contractors Equipment – Unscheduled – Owned – Any One Item
	$ 25,000	Contractors Equipment – Unscheduled – Leased/Rented

Forms: Special Form
80% Coinsurance

Valuation: Scheduled Equipment – Actual Cash Value
Unscheduled Owned Equipment – Actual Cash Value
Equipment Owned by Others - Replacement Cost

Deduct: $5,000

INLAND MARINE – EQUIPMENT FLOATER

COVERAGE EXTENSIONS	LIMIT OF INSURANCE
Business Personal Property In Job Trailers:	$10,000
Document And Data Restoration Costs:	$50,000
Fire Protective Systems:	$75,000
Hauling Property Of Others:	$100,000
Newly Acquired Equipment - Per Item:	$250,000
Rental Costs:	
Any One Item:	$5,000
Any One Occurrence:	$25,000
Upgrades To Covered Property:	$25,000

ADDITIONAL COVERAGES	LIMIT OF INSURANCE
Claim Data Expenses:	$5,000
Continuing Rental Payments:	
Any One Item:	$5,000
Any One Occurrence:	$25,000

INLAND MARINE – EQUIPMENT FLOATER

Contract Penalty:	$25,000
Debris Removal Increased Limit:	$75,000
Employee Tools, Equipment And Clothing:	
Any One Item:	$1,000
Any One Employee:	$2,500
Any One Occurrence:	$5,000
Errors Or Unintentional Omissions:	$100,000
Expediting Expenses:	$25,000
Expendable Supplies:	$10,000
Fire Or Police Department Service Charge:	$25,000
Lost Warranty Or Service Contract:	$10,000
Pollutant Clean Up And Removal:	$25,000
Preservation Of Property Expense:	$50,000
Reward Coverage:	$2,500
Tracking System Deductible Waiver Amount:	$10,000

CM U3 50 – Flood Exclusion
CM U3 66 – Earth Movement Exclusion

EQUIPMENT SCHEDULE

Year	Make	Model	VIN	Department	Original Purchase Price (Not Adjusted)
1997	CAT	Grader	4XMO1315	DPW-HD Equipment	$ 200,000
2013	CAT	Vibratory Asphalt Compactor CB22	22001289	DPW Equipment	$ 35,342
2014	John Deere	6105D Roadside Mower	PE4045R076876	DPW Equipment	$ 102,961
2017	Caterpillar	Wheeled Excavator M318F	0F8B00859	DPW-HD Equipment	$ 239,000
2017	Bobcat	Skid Steer (T-870)	ASWT12204	DPW Equipment	$ 81,235
2018	Alweld		AWLC1051G718	Fire	$ 28,980
2018	Bobcat	Mini Excavator (E-42)	B2VW14091	DPW Equipment	$ 47,327
2018	Husqvarna	Concrete Saw FS 5000	S/N 001364427001	DPW Equipment	$ 25,575
2018	Polaris	Ranger 900 crew	4XARVA876H8025926	Police	$ 15,232
2020	Tennant M30	Floor Scrubber	Eng Ser # 20M0025160	DPW Garage/ Fleet	$ 68,747

EQUIPMENT SCHEDULE

Year	Make	Model	VIN	Department	Original Purchase Price (Not Adjusted)
2021	Ventrac	4500Z Tractor VT	4500Z-AJ15117	DPW Equipment	$ 42,627
2021	Bobcat	Toolcat 5600	AHG820092	DPW Equipment	$ 91,383
2021	Mitsubishi	FG55N1	AF33C90145	DPW Garage/ Fleet	$ 68,932
2023	Bobcat	Mini Excavator (E-42)	B4GM19724	DPW Equipment	$ 72,553
2024	Bandit	Intimidator 15 XP Chipper	4FMUS1816RR531881	DPW Equipment	$ 55,810
		Zamboni	14136	Ice House	$ 75,015
		Zamboni	11500	Ice House	$ 75,015

EQUIPMENT SCHEDULE

Year	Make	Model	VIN	Department	Original Purchase Price (Not Adjusted)
2017	Polaris	Off road terrain 4 X 4	4XARVA876H8025926	Fire	$ 15,232
2013	CAT	Vibratory Asphalt Compactor CB22	22001289	DPW Equipment	$ 35,342
2005	Vermeer	Grinder 5C602	1VRZ141D051000113	DPW Equipment	$ 20,000
2018	Bobcat	Mini Excavator (E-42)	B2VW14091	DPW Equipment	$ 47,327
2017	Spaulding	Hot Patcher (2 Ton)	T2DRSOJD-17-0111-173	DPW Equipment	$ 28,088
2017	Spaulding	Hot Patcher (4 Ton)	T4DRSOJD-17-2410-172	DPW Equipment	$ 32,758
2009	Aqua Mulcher	Hydro Seeder	1T9AB15239C965052	DPW Equipment	$ 21,274
2018	Husqvarna	Concrete Saw FS 5000	S/N 001364427001	DPW Equipment	$ 25,575
2021	Ventrac	4500Z Tractor VT	4500Z-AJ15117	DPW Equipment	$ 42,627
2018	Polaris	Ranger 900 crew	4XARVA876H8025926	Police	$ 15,232

CRIME

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Limit(s) per occurrence:

Limits:	**$250,000**	Employee Theft – Per Loss
	$250,000	Forgery Coverage
	$250,000	Inside the Premises – Theft of Money and Securities
	$250,000	Inside the Premises – Robbery or Safe Burglary of Other Property
	$250,000	Outside the Premises
	Not Covered	Computer Fraud
	Not Covered	Funds Transfer Fraud
	$250,000	Money Orders and Counterfeit Paper Currency
Deductible:	$5,000	Per Occurrence

COMMERCIAL GENERAL LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Bodily Injury and Property Damage Liability	Limits
Each Occurrence	**$1,000,000**
Personal and Advertising Injury Liability-Any one person/org.	**$1,000,000**
General Aggregate	**$3,000,000**
Products/Completed Operations Aggregate	**$3,000,000**
Abuse or Molestation Aggregate Limit - Limited	**$500,000**
Each Abuse or Molestation Offense Limit	**$500,000**
Damage to Premises Rented to You	**$100,000**
Medical Payments	**Excluded**
Cemetery Professional Services	**Included**
Pesticide or Herbicide	**Included**
Failure to Supply Limit	**$100,000**
Sewer Backup Liability	**$100,000**

Employee Benefits - $1,000 Deductible – RETRO Date: 7/1/2024

Employee Benefits – Each Employee	**$1,000,000**
Employee Benefits – Aggregate	**$3,000,000**

Deductible (Applies to Bodily Injury & Property Damage)

- $25,000 including Claims Expense
- Basis – Per Occurrence

COMMERCIAL GENERAL LIABILITY – CONTINUED

Exclusions include, but are not limited to, the following

- Pollution / Asbestos / Fungi or Bacteria / Lead / Nuclear
- Care, Custody and Control of Personal Property
- Employment Related Practices
- Violation of Consumer Financial Protection Laws
- Professional Liability
- Sexual Abuse
- Special Events & Fireworks Liability (coverage can be applied for)
- PFAS
- Injury to Volunteer Firefighters
- Law Enforcement Activities or Operations
- Medical Payments – Coverage C
- Employees and Volunteer Workers as Insureds for Certain Bodily Injury, Personal Injury and Property Damage
- Public Use of Private Property
- Discrimination
- Professional Health Care Services – Public Entities

- **Refer to Policy Forms for ALL Exclusions**

IMPORTANT

Special Events: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval (Additional Premium may apply)

Fireworks Liability: Subject to receipt of Special Events Application, Risk Control review and Underwriting approval prior to binding coverage. All fireworks displays must be ignited/discharged by a licensed and insured pyro technician. Additional Premium will Apply.

Important Note Regarding Certificates of Insurance

It is Important to obtain certificates of insurance for all subcontractors. As required by law, you are responsible for the coverage and premium of any uninsured subcontractors.

XTEND ENDORSEMENT FOR PUBLIC ENTITIES

Description

Who is an Insured

- Public Entities, Elected or Appointed Officials, and Members of your Boards
- Employees and Volunteer Workers
- Owners, Managers or Lessors of Premises
- Lessors of Leased Equipment

Blanket Additional Insured

- Persons or Organizations – for your Ongoing Operations as required by Written Contract or Agreement

Blanket Waiver of Subrogation

Contractual Liability – Railroads

Damage to Premises Rented to You

Knowledge and Notice of Occurrence or Offense

Owned Watercraft 25 feet long or less

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

PUBLIC ENTITY MANAGEMENT LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Description

Limit:	**$1,000,000**	Each Wrongful Act
	$1,000,000	Aggregate

Includes:
Limited Special Expenses Coverage – Key Employees
Limited Special Expenses Aggregate Limit – Key Employees - **$25,000**
Limited Special Expenses Participation Percentage – Key Employees: **10%**
Defense Expenses Reimbursement for Injunctive Relief Suits
Defense Expenses Reimbursement Limit – Aggregate - **$25,000**
Defense Expenses Reimbursement Limit – Each Wrongful Act - **$25,000**
Injunctive Relief Each Wrongful Act Participation Amount: **10%**

Deduct:	$50,000	Each Wrongful Act – Damages and Defense Expenses

Exclusions include, but are not limited to, the following

Airport
Health Care Facilities – Clinics, Hospital, Blood Banks, Nursing Homes, Rehabilitation Facilities
Port Authorities
Transit Authorities
Gas, Electric, Housing Authorities
Schools or School Districts
Joint Powers Authority

EMPLOYMENT PRACTICES LIABILITY INSURANCE

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Description

Limit:	**$1,000,000**	Each Wrongful Act
	$1,000,000	Aggregate

Includes: Workplace Violence Expenses Coverage
Workplace Violence Expenses Limit: **$250,000**

Deduct: $50,000 – Each Wrongful Act – Damages and Defense Expenses

Exclusions include, but are not limited to, the following

Airport
Health Care Facilities – Clinics, Hospital, Blood Banks, Nursing Homes, Rehabilitation Facilities
Port Authorities
Transit Authorities
Gas, Electric, Housing Authorities
Schools or School Districts
Joint Powers Authority

LAW ENFORCEMENT LIABILITY

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Description

Limit:	**$1,000,000**	Per Occurrence
	$1,000,000	Aggregate
Form:	Occurrence	
Deduct:	$50,000 (Including Claims Expense)	

AUTOMOBILE

Insured by Travelers Indemnity Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Bodily Injury and Property Damage Liability

Limits:	**$1,000,000**	Each Occurrence
Deduct:	**$10,000**	

Hired and Non Owned Autombile Liability

Employee Hired Auto Physical Damage

Limits:	**Actual Cash Value**
Deduct:	$1,000 Comprehensive Deductible $1,000 Collision Deductible

Personal Injury Protection

Medical Expense:	**Unlimited Per Person**
Additional Death Benefit:	**$3,000**

Property Protection Insurance

Limits:	**$1,000,000**	Each Accident

Mini-Tort Property Damage Liability

Limits:	**$3,000**

Uninsured / Underinsured Motorists Bodily Injury Liability

Limits:	**$1,000,000**	Each Accident
Limits:	**$1,000,000**	Each Occurrence

AUTOMOBILE

Insured by Travelers Indemnity Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Comprehensive

Limits:	**Actual Cash Value**
Deduct:	$2,500

Collision

Limits:	**Actual Cash Value**
Deduct:	$2,500

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
101	2020	Ford	Escape SE	1FMCU9G62LUB11304	Pool
102	2020	Ford	Transit	1FTBW1Y8XLKA35354	Library
106	2020	Ford	F-150	1FTMF1EB5LKD52158	PRCS
111	2018	Chevrolet	Colorado	1GCHTBEA3J1204147	Com. Dev.
125	2017	Ford	Transportation Van	1FDVU4XG1HKB22088	Older Adult Services
128	2020	Ford	Escape Hybrid	1FMCU9BZ7LUB11302	Com. Dev.
129	2020	Ford	Escape Hybrid	1FMCU9BZ5LUB11301	Com. Dev.
130	2020	Ford	Escape Hybrid	1FMCU9BZ9LUB11303	Com. Dev.
131	2023	Ford	F-150	1FTMF1EB6PKF47739	Com. Dev.
133	2020	Ford	Escape Hybrid	1FMCU9BZ5LUA59667	Com. Dev.
134	2025	Ford	F150	1FTEX1LP1RKF39342	Com Dev
138	2016	Chevrolet	Colorado	1GCHTBEA9G1203769	Com. Dev.

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
139	2016	Dodge	Van	2C4RDGBG4GR277622	Older Adult Services
140	2016	Ford	Escape SE	1FMCU9GX2GUC61864	Assessing
142	2016	Chevrolet	Colorado	1GCHTBEA3G1343221	Com. Dev.
143	2017	Chevrolet	Equinox LS AWD	2GNFLEEK6H6157518	Com. Dev.
144	2016	Ford	F-150	1FTEX1EF1GKF56319	IS-Facilities
145	2017	Ford	Escape SE	1FMCU9GD6HUB90434	Assessing
146	2017	Ford	Escape SE	1FMCU9GD1HUB82502	Pool
147	2017	Ford	Escape SE	1FMCU9GD8HUB90435	DPW - FO light duty
148	2017	Ford	Fusion SE	3FA6P0G7XHR330352	Pool
149	2017	Ford	Fusion SE	3FA6P0G78HR326283	Pool
200	2022	Ford	Transit	1FBAX9X81NKA32651	Older Adult Services
201	2019	Ford	UX4 Trans Van	1FDVU4XM5KKA37543	Older Adult Services
204	2019	Dodge	Caravan	2C4RDGBG0KR801843	Older Adult Services
205	2020	Ford	E450 Bus	1FDFE4FN6MDC38452	Older Adult Services

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
208	2021	Ford	F-150	1FTEW1EB5MKD70469	PRCS
300	2020	Sutphen	SPH100 Ladder Truck	1S9A3JNE2L1003090	Fire
301	2024	Sutphen	Custom Engine	1S9A1BND3R1003031	Fire
313	2007	Pierce	Engine/Rescue	4P1CAO1H37A007289	Fire
314	2019	Ford F-450	Ambulance	1FDUF4HT1KED31726	Fire
315	2019	Ford F-450	Ambulance	1FDUF4HT9KEF71865	Fire
318	2018	Ford	Explorer Interceptor	1FM5K8AR4JGA58192	Fire
319	2008	Ford	F-250	1FTNF21568ED07536	Fire
320	2014	Ford	Expedition	1FMJK1G57EEF13290	Fire
321	2021	Chevrolet	Suburban SUV 4x4	1GNSKAKD0MR460695	Fire
322	2008	Pierce	Engine/Rescue	4P1CA01H58A009045	Fire
324	2019	Marine Master	TL1673SS-SAW	5JUBA1911JT068527	Fire
326	2011	Ford	Expedition	1FMJK1G58CEF22965	Fire
333	2002	Pace America	Trailer	40LFB1220XP047517	Fire
334	2013	HME	Pumper	44KFT4287DWZ22466	Fire
335	2011	Ford	Expedition	1FMJK1G58BEF10085	Fire

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
337	2019	Ford	F-250	1FT7W2B65KED00570	Fire
338	2015	GMC	Sierra	1GD421C86FF505917	Fire
339	2016	Chevrolet	Suburban SUV 4x4	1GNSKKEC1GR268344	Fire
340	2018	Ford	F-250	1FT7W2B69JEB41311	Fire
342	2005	Seagrave	Pumper Class A	1F9EW28T75CST2070	Fire
343	2017	Sutphen	Pumper	1S9A1BNDXH3003028	Fire
344	2011	Ford	Expedition	1FMJK1G56BEF10084	Fire
345	2017	Ford	Explorer Interceptor	1FM5K8AR3HGA80968	Fire
346	2016	Ford	Explorer	1FM5K8AR2GGC14951	Fire
388	2020	Formula	Trailer (Tech Rescue)	53BFTEA23LB000955	Fire
389		SURE-TRAC	TRAILER	5JW1U1620G1139079	Fire
399	2007	CargoMate	CHW714TA2	5NHUEH4258N062972	Fire
501	2019	Ford	Escape SE	1FMCU9GD3KUA42572	IS-Facilities
502	2020	FORD	F-150	1FTMF1EB3LKD52157	IS-Facilities
505	2019	Ford	Escape SE	1FMCU9GD1KUA42571	IS-Parks Maint.
506	2023	Ford	F-350	1FTRF3BAXPEC94498	IS-Parks Maint.

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
507	2020	Ford	Escape SE	1FMCU9G64LUB11305	IS-Facilities
508	2023	Ford	F-350	1FTRF3BA1PEC94499	IS-Parks Maint.
509	2023	Ford	F-350	1FTRF3BA4PEC44857	IS-Parks Maint.
511	2017	Ford	F-350	1FTRF3B66HEB61900	IS-Parks Maint.
512	2017	Ford	F-350	1FTRF3B63HEB61899	IS-Parks Maint.
513	2023	Ford	F-350	1FTRF3BA8PEC44859	IS-Parks Maint.
518	2020	Ford	F-350	1FTRF3B69LEC49994	IS-Parks Maint.
519	2020	Ford	F-350	1FTRF3B67LEC49993	IS-Parks Maint.
520	2019	Ford	F-550 Swaploader	1FDUF5HY1KDA16917	IS-Parks Maint.
550	2019	Century Industries	Trailer Sound Stage	1XCSY2417K3003396	IS-Parks Maint.
551	2022	Karavan	Trailer 5 x 8	5KTUS1217NF523232	IS-Parks Maint.
552	2021	Joe's Trailer	Trailer 7 x 12	129BA1618ML467123	IS-Parks Maint.
553	2024	Quality Steel	5x8 low profile SA	5LEB1DB10R1247615	IS-Parks Maint.
600	2018	International	Tandem Swaploader	1HTGSSNT4JH177261	DPW-HD Equipment
601	2010	International	7400 SBA Single Axle Dump	1HTWCAZR0AJ273303	DPW-HD Equipment
602	2011	International	7400 SBA Single Axle Dump	1HTWCAZR3BJ336735	DPW-HD Equipment

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
603	2019	International	7600 SBA 6X4 SWAPLOADER	1HTGSSNT4KH491848	DPW-HD Equipment
604	2019	International	7400 SBA Single Axle RDS	1HTWCTAR6KH564775	DPW-HD Equipment
605	2021	International	HV607 4X2 RDS	1HTEJTAR7MH440986	DPW-HD Equipment
606	2021	International/TYMCO	MV607 / Tymco 600 sweeper	3HAWUMMN2ML577687	DPW-HD Equipment
607	2020	International	HV607 4X2 RDS	1HTEJTAR1LH575847	DPW-HD Equipment
608	2021	International	HV607 4X2 RDS	1HTEJTAR5MH440985	DPW-HD Equipment
609	2017	International	Single Axle Dump	1HTWKSUR4HH476051	DPW-HD Equipment
613	2012	International	Single Axle Dump	1HTWCAZR7DJ115514	DPW-HD Equipment
614	2019	Western Star	GapVax	5KKHAVEFE6KPKF9001	DPW-HD Equipment
619	2009	International	Single Axle Dump	1HTWCAAR19J696267	DPW-HD Equipment
623	2018	International	7400 SBA 4 x 2	1HTWCTAR2JH416363	DPW-HD Equipment
626	2008	John Deere	Loader	DW624JZ621517	DPW-HD Equipment
629	2024	Ford	F-350 Service Body	1FDRF3FN0REE30021	DPW - FO light duty
630	2024	Ford	F-350 Service Body	1FDRF3FN9REE31765	DPW - FO light duty
631	2022	Ford	F-550 Dump	1FDUF5HN7NDA16253	DPW - FO light duty
632	2020	Ford	F-550 Swap Loader	1FDUF5HNXLDA00769	DPW-HD Equipment

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
633	2019	Caterpillar	930M Loader	CAT0930MKKTG03934	DPW-HD Equipment
634	2013	Ford	F-550 Dump	1FDUF5HTXDEB20100	DPW-HD Equipment
635	2022	Ford	F-550 Sign Truck	1FDUF5HN5NED43857	DPW-HD Equipment
636	2013	Kaufman	TILT DUAL AXLE	5VGFD2220DL004516	DPW Equipment
637	2012	International	Tandem Axle Dump	1HTWGAZT2DJ114741	DPW-HD Equipment
639	2018	Ford	F-550 Swap Loader	1FDUF5HY6JDA00713	DPW-HD Equipment
640	2018	Chevrolet	Colorado	1GCHTBEA9J1204573	DPW - FO light duty
641	2014	Ford	F-350	1FTBF3B60EEB02726	IS-Parks Maint.
642	2022	Ford	F-350	1FTRF3B60NEE91771	DPW - FO light duty
643	2018	Ford	F-350	1FDRF3F62JDA01756	DPW - FO light duty
644	2021	Ford	F-350	1FTRF3B61MED51162	DPW - FO light duty
645	2021	Ford	F-350	1FTRF3B67MED51165	DPW - FO light duty
646	2018	Ford	F-350	1FT8W3B66JEB84207	DPW - FO light duty
647	2014	Ford	F-350	1FTBF3B62EEB02727	IS-Parks Maint.
648	2022	Ford	F-350	1FTRF3B62NEE91772	DPW - FO light duty
649	2022	Ford	F-350	1FTRF3B62NEE91774	DPW - FO light duty

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
650	2022	Ford	F-350	1FTRF3B64NEE91773	DPW - FO light duty
651	2014	Ford	F-350	1FTBF3B69EEB02725	IS-Parks Maint.
652	2014	International	Single Axle Dump	1HTWCAZR7EH798470	DPW-HD Equipment
654	2016	Ford	F-550 Swap Loader	1FDUF5HT2GEA83967	DPW-HD Equipment
655	2016	Ford	F-350	1FTRF3B62GEB96903	DPW - FO light duty
656	2005	Rice	Trailer 24'	4RWUF24236N031463	IS-Parks Maint.
657	2005	Rice	Trailer 24'	4RWUF24236N031470	IS-Parks Maint.
658	2016	Ford	F-350	1FTRF3B64GEB96904	DPW - FO light duty
659	2017	Forest River	FORCE	5NHUFAV26H1060822	DPW Equipment
660	2000	Cronkite	2400EWA Trailer	473243020Y1110786	DPW Equipment
661	1981	EG Beaver	Trailer	112OTL104BA020047	DPW Equipment
662	2022	Kaufman	Deluxe Equipment tilt 22'	5VGFD2228NL009593	DPW Equipment
663	2004	Rice	Trailer 24'	4RWUF24244N028505	IS-Parks Maint.
664	2004	Rice	Trailer 24'	4RWUF24224N028504	IS-Parks Maint.
677	2021	Michigan Cat	Backhoe 420XE	CAT00420CH9X01023	DPW Equipment
678	2023	Custom Joe's Trailer	5x8 drop gate trailer	1J9BA0817RLI467001	DPW Equipment

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
680	2017	Rice	20' Utility Trailer	4RWR1202HH014074	DPW Equipment
681	2018	Trailer King	21' Utility Trailer	1TKC03123JR126132	DPW Equipment
682	2013	International	Single Axle Dump	1HTWCAZR4DH297955	DPW-HD Equipment
683	2017	American Hauler	18"Box Trailer trailer	593200G2XH1058685	IS-Parks Maint.
685	2007	Ingersol Rand	Air Comp. Trailer	4FVCABAA57U386840	DPW Equipment
686	2021	Great Lakes	Open General Cargo	1J9BA2029ML467056	DPW Equipment
690	2021	TrafFix Scorpion II	Trailer Attenuator	4T9TA1712H1M70785	DPW Equipment
693	2011	Ford	F-350	1FTBF3B6XCEA66685	Fleet
694	2013	Ford	F-350	1FTBF3B61DEA13522	Fleet
695	2013	Ford	F-350	1FTBF3B69DEA13526	Fire
696	2013	Ford	F-350	1FTBF3B67DEA13525	Fleet
697	2013	Ford	F-350	1FTBF3B65DEA13524	IS-Parks Maint.
698	2022	Ford	F-350	1FTRF3B68NEE91775	DPW - FO light duty
699	2022	Ford	F-350	1FDRF3F64NEE91780	DPW - FO light duty
700	2021	Ford	Escape	1FMCU9G64MUA42746	DPW - W&S
701	2019	Ford	F-350	1FDRF3F67KED00638	DPW - W&S

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
702	2019	Ford	F-350	1FTRF3B62KED00637	DPW - W&S
703	2023	Ford	F-350	1FTRF3BA6PEC44858	DPW - W&S
704	2020	FORD	F-350	1FTRF3B61LEC11627	DPW - W&S
705	2020	FORD	F-350	1FTRF3B63LEC11628	DPW - W&S
706	2021	FORD	F-350	1FDRF3F63MED51167	DPW - W&S
707	2021	FORD	F-350	1FTRF3B65MED51164	DPW - W&S
708	2021	FORD	F-350	1FTRF3B63MED51163	DPW - W&S
709	2022	Ford	F-350	1FDRF3H61NEE91782	DPW - W&S
710	2023	Ford	F-350	1FTRF3BA2PEC44856	DPW - W&S
711	2024	Ford	F-350	1FTRF3BA3RED73689	DPW - W&S
720	2005	Kohler 150KW	150RE0ZJB	2078152	DPW - W&S
721	2004	Kohler 150KW	150RE0ZJB	787131	DPW - W&S
726	2013	International/ Vactor	Combo Sewage Cleaner	1HTWNAZT2DJ160950	DPW - W&S
727	2012	Cronkhite	6200A Trailer	473632828C1000313	DPW - W&S
728	2013	Ford	F-350	1FTBF3B63DEA13523	DPW - W&S
729	2012	John Deere	Excavator 85D	1FF085DXLBG016629	DPW - W&S

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
732	2014	Peterbilt	Utility Truck	2NP2HN7XZEM215531	DPW - W&S
733	2016	Ford	F-350	1FTRF3B60GEB96902	DPW - W&S
734	2017	Ford	F-350	1FTRF3B68HEB61901	DPW - W&S
735	2016	Ford	E-450 Box Truck	1FDXE4FS9GDC28089	DPW - W&S
736	2017	Ford	F-550 Swap Loader	1FDUF5HY7HDA06241	DPW - W&S
737	2021	International	HV613 Tandem Swaploader	1HTESTZT5LH855770	DPW - W&S
738	2022	Peterbilt / Vactor	HV607 SBA/ 2100i PD 18" Vacuum	2NP3LJ0X6NM813238	DPW - W&S
799	2020	Wanco Trailer	Message Board	5F12S1012k1007495	DPW - W&S
850	2022	Chevrolet	TAHOE	1GNSKLED4NR281083	Police
851	2021	FORD	EXPLORER HYBRID	1FM5K8AW3MNA04730	Police
852	2022	FORD	EXPLORER HYBRID	1FM5K8AW9NNA03616	Police
853	2021	FORD	EXPLORER HYBRID	1FM5K8AW7MNA04729	Police
854	2022	FORD	EXPLORER HYBRID	1FM5K8AW8NNA03297	Police
855	2022	FORD	EXPLORER HYBRID	1FM5K8AW1NNA03173	Police
856	2022	FORD	EXPLORER HYBRID	1FM5K8AW3NNA03594	Police
857	2017	Chevrolet	TAHOE	1GNSKDEC9HR212505	Police

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
858	2019	FORD	EXPLORER	1FM5K8AR0KGB23685	Police
859	2020	Chevrolet	TAHOE	1GNSKDEC3LR253589	Police
860	2019	Chevrolet	TAHOE	1GNSKDEC0KR219365	Police
861	2020	FORD	EXPLORER HYBRID	1FM5K8AW6LGB23357	Police
862	2021	FORD	EXPLORER HYBRID	1FM5K8AW5MNA04728	Police
863	2019	Chevrolet	TAHOE	1GNSKDEC0KR217048	Police
865	2020	FORD	EXPLORER HYBRID	1FM5K8AW6LGB23360	Police
866	2021	FORD	EXPLORER HYBRID	1FM5K8AW7MNA04732	Police
867	2021	FORD	EXPLORER HYBRID	1FM5K8AW3MNA04727	Police
868	2020	FORD	EXPLORER HYBRID	1FM5K8AWXLGB23359	Police
870	2022	FORD	EXPLORER HYBRID	1FM5K8AW6NNA08580	Police
871	2020	FORD	EXPLORER HYBRID	1FM5K8AW8LGB23358	Police
872	2019	FORD	EXPLORER	1FM5K8AR9KGB23684	Police
873	2020	Chevrolet	TAHOE	1GNSKDECXCR253783	Police
877	2015	FORD	EXPLORER	1FM5K8AR4FGC41289	Police
878	2016	FORD	EXPLORER	1FM5K8AR4GGC14952	Police

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
878	2020	Ford	Escape Hybrid	1FMCU9BZ3LUB11300	Older Adult Services
883	2022	FORD	EXPLORER HYBRID	1FM5K8AW7NNA03601	Police
884	2024	FORD	EXPLORER	1FM5K8AB4RGA30455	Police
885	2024	FORD	EXPLORER	1FM5K8AB8RGA31480	Police
886	2024	FORD	EXPLORER	1FM5K8AB0RGA30923	Police
887	2022	FORD	EXPLORER HYBRID	1FM5K8AW0NNA08610	Police
888	2024	Chevrolet	TAHOE	1GNSKLED0RR235479	Police
889	2025	Ford	Explorer Hybrid	1FM5K8AW9SGB38921	Police
901	2020	Ford	Escape SE	1FMCU9G69LUA59668	DPW - Engineering
902	2019	Ford	Escape SE	1FMCU9GD5KUA42573	DPW - Engineering
903	2019	Ford	Escape SE	1FMCU9GD7KUA42574	DPW - Engineering
907	2020	Wanco Trailer	Message Board	5F12S1012K1008176	DPW - Engineering
908	2020	Wanco Trailer	Message Board	5F12S1015K1008172	DPW - Engineering
#001	2023	Ford	F-350 (Extended cab)	1FT8W3BA3PED11038	Fleet
GS-01	2022	Ford	F-150	1FTEW1EP8NFB49728	Police
GS-02	2023	GMC	Acadia	1GKKNRL40PZ135261	Police

VEHICLE SCHEDULE

Vehicle ID #	Year	Make	Model	VIN	Department
GS-03	2024	Ford	Edge	2FMPK4J9XRBA86115	Police
GS-04	2025	Jeep	Cherokee	1C4RJHAG3R8589171	Police
GS-05	2024	Chrysler	Pacifica	2C4RC1BG8RR187781	Police
GS-07	2018	GMC	Terrain	3GKALTEV4JL237195	Police
GS-18	2021	Chevrolet	Trailblazer	KL79MRSL7MB140237	Police
GS-20	2020	Chevrolet	Traverse	1GNEVLKW1LJ139487	Police
GS-21	2019	Chevrolet	Traverse	1GNEVGKW7KJ102921	Police
M-1	2024	BMW	R1250	WB10L0306R6J48261	Police
M-2	2024	BMW	R1250	WB10L0309R6J49758	Police
M-4	2023	Cross	7x16 Alpha Wedge	58E1W1628P1013135	Police
SP-1	2015	Chevrolet	TAHOE	1GNSK2EC3FR661163	Police
SP-2	2016	FORD	EXPLORER	1FM5K8AR4GGC14949	Police
SP-3	2017	Chevy	Tahoe	1GNSKDEC1HR207931	Police
SP-4	2015	FCA	RAM Promaster 2500 Van	3C6TRVPG8FE510302	Police
SP-5	2024	FORD	Expedition XLT	1FMJU1J80REA03186	Police

PUBLIC ENTITY AUTO EXTENSION ENDORSEMENT

Description	Limits
Airbags	$1,000
Bail Bonds – Increased Limit	$3,000
Blanket Waiver of Subrogation – Per written contract or agreement	Included
Customized Equipment	Included
Elected or Appointed Officials and Members of your Board	Included
Expected or Intended Injury	Included
Fire Trucks	Included
Hired Auto Physical Damage – Loss of Use Increased Limit	$65 Day/$750 Any One Accident
Insured Expenses – Increased Limit	$500/day
Knowledge of Accident or Loss	Included
Personal Property	$400
Public Entity Mobile Equipment	Included
Owners of Commandeered Autos	Included
Transit Rodeo	Included
Transportation Expense – Increased Limit	$50 Day/$1,500 Maximum
Unintentional Errors or Omissions	Included
Volunteer or Employee Firefighters	Included
Volunteer or Employee Firefighter Auto Deductible Reimbursement	Up to $500
Waiver of Deductible – Glass	Included

Note: The above comments are descriptive only. The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued.

DRONE/AVIATION

Insured by The Charter Oak Fire Insurance Company, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Drone Coverage Liability Coverage only (no Physical Damage)

Scheduled Aircrafts	DJI Mavic 2 Zoom Serial #OM6DF9600104F8
	DJI Mavic 2 Pro Serial #R0A3TN6 UAV
	DJI Mavic 2 Enterprise DUAL UAV 298DG7PR01J1FO
	DJI Matrice M30T SERIAL# 1581F5BKD225200B503Z
	DJI Matrice M30T Serial #1581F5BKD225500B33U3

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

CyberRisk Aggregate Limit	$1,000,000

Liability coverage information

COVERAGE	LIMIT	RETENTION
Privacy And Security	$1,000,000	$50,000

Breach Response coverage information

COVERAGE	LIMIT	RETENTION
Privacy Breach Notification	$1,000,000	$50,000
Computer and Legal Experts	$1,000,000	$50,000
Betterment	$100,000	$10,000
Cyber Extortion	$1,000,000	$50,000
Data Restoration	$1,000,000	$50,000
Public Relations	$1,000,000	$50,000

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Cyber Crime coverage information

COVERAGE	LIMIT	RETENTION
Computer Fraud	$250,000	$10,000
Funds Transfer Fraud	$250,000	$10,000
Social Engineering Fraud	$100,000	$10,000
Telecom Fraud	$500,000	$50,000

Business Loss coverage information

COVERAGE	LIMIT	RETENTION
Business Interruption	$1,000,000	12 Hours
Business Interruption - System Failure	$1,000,000	12 Hours
Dependent Business Interruption	$1,000,000	12 Hours
Reputation Harm	$1,000,000	$50,000

Additional First Party provisions

Betterment Coparticipation	50 %
Period of Restoration	180 Days
Period Of Indemnity	30 Days

CYBER LIABILITY

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Date

	DATES
Knowledge Date	07/01/2024
Privacy And Security Retroactive Date	07/01/2024

Coverage by endorsement

	OPERATING EXPENDITURES
US Net Operating Expenditures	$122,919,888
Total Net Operating Expenditures	$122,919,888

EXCESS LIABILITY – EXCLUDING HABITATIONAL

Insured by Travelers Property Casualty Company of America, AM Best Rating A++ XV
Effective: 7/1/2025 to 7/1/2026

Description

Limit:	**$9,000,000**	Per Occurrence
	$9,000,000	General Aggregate
	$9,000,000	Products/Completed Operations Aggregate
	$ 50,000	Crisis Management Service Expenses Limit
Self-Insured Retention:	$10,000	

Form: Occurrence – Coverage applies to General Liability, Employee Benefits, Public Entity Management Liability, Public Entity Employment-Related Practices Liability, Law Enforcement, Auto Liability, Employers Liability

Excludes:
PFAS Exclusion – Coverages A and B
Intellectual Property Exclusion – Coverage B
Failure to Supply Exclusion – Coverages A and B
Fungi or Bacterial Exclusions – Coverages A and B
Mobile Equipment Racing Exclusion – Coverage B
Nuclear Energy Liability Exclusion
Public use of Private Property Exclusion – Coverages A and B
Watercraft Liability Exclusion – Coverage B
Discrimination Exclusion – Coverage B
Injury to Volunteer Firefighters Exclusion – Coverage B
Law Enforcement Activities or Operations Exclusion – Coverage B
Lead Exclusion – Coverage B
Pollution Note Related to Autos Exclusion – Public Entities or Indian Tribes – Coverage A
Professional Health Care Services Exclusion with Limited Exception for Designated Professionals – Coverages A and B
Abuse or Molestation Exclusion – Coverage A and B – With Limited Follow-Form Exception
Designated Exposure Exclusion – Coverage A and B – Older Adult Services/Meadowbrook Commons

EXCESS LIABILITY - HABITATIONAL - MEADOWBROOK

Insured by Richmond National Insurance Company, AM Best Rating A- VII **NON-ADMITTED***
Effective: 7/1/2025 to 7/1/2026

Description

Limit:	**$5,000,000**	Each Occurrence
	$5,000,000	Annual Aggregate

Form: Occurrence – Coverage applies to General Liability and Employee Benefits

Forms:

- OFAC/OFAC Related Liability Exclusion
- Minimum Earned Premium
- Combined Policy Exclusion
- Foreign Liability Exclusion
- Electronic Facsimile Telephone Exclusion
- Unimpaired Aggregate Limit Endorsement
- Anti-Stacking of Limits Endorsement
- Virus, Disease, Infectious Agents Exclusion
- Mold, Fungus, Bacteria, Virus & Pathogens Exclusion
- Nuclear Energy Liability Exclusion
- PFAS & Related Chemicals Exclusion
- Access to or Disclosure of Confidential or Personal Information/Data-Related Exclusion
- Absolute Pollution, Silica, Asbestos, Lead and Related Liability Exclusion
- Punitive Damages Exclusion
- Injury to Independent Contractors Exclusion
- Liquor Liability Exclusion
- Professional Services Exclusion
- Assault, Battery, Abuse and Related Conduct Exclusion
- Construction Activities Exclusion
- Limited of Coverage to Designated Premises, Project or Event
- Health Care Exclusion
- Habitability of Premises Exclusion
- Directors/Officers Liability Exclusion
- Absolute Auto, Aircraft and Watercraft Exclusion
- War Exclusion
- Malware Exclusion

25% Minimum Earned Premium

***CARRIER IS NOT LICENSED WITHIN THE STATE OF MICHIGAN, IN THE CASE OF INSOLVENCY, PAYMENT OF CLAIMS CANNOT BE GUARANTEED.**

PREMIUM SUMMARY

Property	$91,753.00
Inland Marine	$4,389.00
Crime	$1,059.00
Commercial General Liability	$85,142.00
Employee Benefit Errors & Omissions Liability	$475.00
Public Entity Management Liability	$19,615.00
Employment Practicies Liability	$20,850.00
Law Enforcement Liability	$50,434.00
Automobile	$185,941.00
Drone Liability	Included
Cyber Liability	$22,326.00
Excess Liability – Excluding Habitational	$82,121.00
Excess Liabilty - Habitational - Meadowbrook	$54,534.00
Brokerage/Policy Fee	$650.00
Surplus Lines Tax	$1,363.35
TOTAL	**$620,652.35**

Note: The above premium quotation is valid for 30 days from date of presentation.

PAYMENT PLAN

All Policies Except Excess Liability – Habitational - Meadowbrook
Direct Bill Annual

Excess Liability – Habitational – Meadowbrook
Agency Bill Annual

Kapnick is compensated through commissions paid by insurance companies and/or fees paid by our clients.

Kapnick also has agreements with some insurance carriers whereas they may earn supplemental or contingent income based upon a number of factors including business volume, growth, retention and underwriting results of the overall book of business and not tied to a specific account. Information on any such agreements Kapnick may have with the client's insurance carriers is available upon written request.

Kapnick recommends insurance carriers to our clients based on cost, coverage, service capability and financial security -- not based on the existence of commissions and/or contingency agreements.

TERRORISM RISK INSURANCE ACT

- Temporary program under which the Federal Government would share the risk of loss from future terrorist attacks with the insurance industry, recently extended to 01/01/2020.
- All commercial lines insurers are required to provide customers with a disclosure notice advising of the availability of coverage under The Act and the right to accept or reject coverage at the additional premium, if any, included within the notice.
- For a copy of the Act, relevant regulations, and other materials, visit the web site at: http://www.treas.gov/offices/domestic-finance/financial/financial-institution/terrorism-insurance

With the exception of Workers' Compensation, Commercial Auto, Professional Liability (other than Directors & Officers), Surety, Burglary and Theft, The Act gives you the right to *accept/reject* the offer of terrorism coverage. You may waive such coverage by signing a written statement. If accepted the premiums were included in the Premium Summary Page.

Coverage	Accepted / Rejected	Premium
Package – Liability, Inland Marine	Accepted	**Included**
Excess – Excluding Habitational	Accepted	**Included**
Excess - Habitational	Accepted	**$2,534 plus tax**

Before rejecting, please check with your lender as they may require that you carry this coverage.

Note: Actual coverage provided by your policy for acts of terrorism is limited by the terms, conditions, exclusions, limits, and provisions of your policy, any endorsements to the policy, and applicable rules of law.

SUBJECTIVITIES

Quote is subject to the following

Excess Liability – Habitational – Meadowbrook

- Signed and Dated Application
- Signed and Dated Terrorism Form
- Confirm if there are any losses associated with Meadowbrook Commons

COVERAGE CHECKLIST

Property - Increase protection from loss to at least within 100% of the Replacement Cost

- Agreed Value of Insurance?
- Ordinance Coverage?
- Demolition Cost Coverage?
- Increased Cost of Construction?
- Functional Replacement Cost?
- Fire–Pollution Cleanup Expense?
- Debris Removal Expense?
- Peak Season? Stock? Reporting Form Coverage?
- Personal Property of Others?
- Employee Tools Coverage?
- Improvements & Betterments?
- Sewer/Drain Back-up?
- Mine Subsidence Insurance (Available for dwellings in limited counties)
- Mold?
- Outside Stock? (Trees, plants, and shrubs)
- Ocean Cargo?

Loss of Business Income

- Off Premises Power Interruption?
- Contingent Loss of Business Income Protection?
- Extra Expense Coverage?
- Rental Income?
- Leasehold Interest?

International Exposures? Current policy forms provide coverage in the United States (including its territories and possessions), Puerto Rico and Canada. Please make us aware of any exposures you might have outside this territory limitation.

Flood and Earthquake Coverage?

Light Poles, Fences, Signs & Glass Coverage?

Equipment and Machinery Breakdown Coverage?

Equipment Floater? Mobile Equipment Taken off Premises

- Rental Reimbursement?
- Hired /Rental Equipment?

Installation Floater? Builders Risk Coverage?

Transit Coverage? Owned Vehicles / Common / Contract Carriers

Fine Arts / Stained Glass / Collectibles Coverage?

Electronic Data Processing Coverage?

- Equipment / Hardware Coverage?
- Media / Software Coverage?
- Computer Fraud Coverage?
- First Party Liability?
- Third Party Liability?

Accounts Receivable Valuable Papers and Records Coverage?

Pollution Liability?

- Pesticide / Herbicide Applicators Liability?
- Premises? / Above Ground Storage Tanks? / Underground Storage Tanks?

Crime Coverage?

- Employee Dishonesty?
- Forgery / Alteration?
- Disappearance or Destruction – Inside / Outside ?
- Government / License / Permit / Performance Bonds?
- E.R.I.S.A. Bond Coverage?
- Credit Card Forgery / Receipts coverage?
- Computer Fraud?
- Funds Transfer Fraud?
- Money Order & Counterfeit Currency?
- Fraudulent Funds Transfer?
- Extortion?
- Customer / Guest Property?
- Social Engineering Fraud / False Pretenses?
- Personal Accounts?

COVERAGE CHECKLIST

General Liability?

- Additional Insureds?
- Building Owner?
- Lessor of Equipment?
- Products Recall Expense?
- Manufacturers Errors & Omissions?
- Professional Liability?
- Foreign / International Liability?
- Per Location Aggregate Limits?
- Railroad Protective?
- Mold?
- Technology Errors & Omissions?

Automobile Coverage?

- Owned Automobiles?
- All Licensed Commercial Trailers Scheduled?
- Broad Form Drive–Other–Car Coverage?
- Rental Reimbursement Coverage?
- Increase Uninsured / Underinsured Motorists Limit?
- Increase Medical Payments?
- Hired Auto Physical Damage Coverage?
- Mini-Tort Property Damage Liability?
- All Truck Mounted Equipment Scheduled?
- Non-factory installed electronic equipment coverage?
- Emergency Towing Service?
- Valet Parking?
- Automobile Cargo Pollution
- Motor Carrier Act?
- On Hook / Cargo?
- Garagekeepers Liability?
- Antique/Classic Automobiles?
- Employee Hired Auto Coverage?

Workers' Compensation – Employers Liability?

- All states with payroll need to be reported
- Increased Limits?
- Stop Gap Liability? (OH, WA, WY, ND)
- Foreign Worker's Compensation or Self-Insurance?

Umbrella Liability?

- Higher Limits are Available

Aircraft Liability?

- Owned Liability?
- Non-Owned Liability?
- Hull Coverage?
- Air Cargo?

Watercraft Liability?

Management Protection?

- Directors and Officers Liability?
- Professional Liability?
- Fiduciary Liability?
- Employee Benefits Errors & Omissions Liability?
- Employment Practices Liability?
- Data Breach / Cyber Liability?
- Kidnap / Ransom / Extortion Liability?
- Workplace Violence?

Employee Coverages?

- Pension Plans?
- Group Life Insurance?
- Group Health Insurance?
- Section 125 Plans?
- 401K Plans?
- COBRA Compliance?
- Life Insurance?
- Accident Insurance?
- Personal Lines – Homeowners, Automobile, Watercraft?

Employer Coverages?

- Individual Pension Plan?
- Key Person Life / Disability Insurance?
- Buy / Sell Agreement Funding?
- Estate Analysis / Estate Planning?

COVERAGE CHECKLIST

Identity Fraud Expense Reimbursement Coverage?

Includes:

- ID Theft Resolution Services
- Lost Wages
- Loan Re-Application Fee
- Notary Charges
- Certified Mail Charges
- Long Distance Charges
- Daycare and Eldercare
- Coverage for Spouse
- Coverage for Domestic Partner
- Coverage for Household Family Members
- Attorney Fees
- Travel and accommodations up to $1,000 per week for five weeks
- Reimbursement of expenses and fees for government-issued identification and copies of medical records

IMPORTANT INFORMATION

POLICIES GOVERN COVERAGE

This description of coverage is necessarily brief and is not to be considered as complete or in any way superseding or extending the terms of the policies. The insuring agreements, terms and conditions of the placing carrier's policy forms will govern the actual coverage that will be provided. **Policy coverages, terms and conditions may change at time of renewal and when changing insurance companies. Upon request, specimen copies are available for your review.**

It is important to note that there may be additional coverage differences that have not been outlined in this proposal. This is a convenient coverage summary, not a legal contract. We encourage you to review the actual policies quoted/sold for specific terms, conditions, limitations, and exclusions that will govern in the event of loss, and contact us if you have any questions.

CLIENT RESPONSIBILITIES

Changes in Operations or Exposures:
Our presentation is based upon exposures to loss that presently exist and were made known to Kapnick Insurance Group. **Any changes in operations or exposures should be reported promptly in order that they may be properly insured.**

Policy Limits:
It is the responsibility of the client to make sure limits are adequate. Kapnick Insurance Group understands that every business operation is unique and, therefore, recommends that you carefully review each of the coverage limits provided. We suggest you obtain a professional appraisal of your assets to properly assure adequate insurance to value. Please note that higher limits of coverage may be available to you.

A completed Business Income Worksheet is strongly recommended to analyze your coverage limit and necessary to obtain agreed amount coverage.

Claim Reporting:
It is important to report workers' compensation claims directly to the carrier in a timely fashion. All other claim types should be reported directly to your Kapnick Commercial Claims Advocate. If our office is closed, please reach out directly to your insurance carrier to report your claim.

Policy Premium:
Premiums for the policies are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company.

Policy Audits:
Some policies are written on a "subject to audit" basis. It is the duty of the client to provide information to the insurance company when requested. Noncompliance could result in an additional premium charge.

CONTRACTUAL RISK TRANSFER

Contracts:
Prior to signing any contract or lease, Kapnick Insurance Group advises you to seek an attorney's opinion. Our review of any contract/lease is not to provide legal advice and is limited to what is clearly marked as being pertinent to the insurance coverage we place for your business. Your contract may be broader than the insurance provided.

Proof of Insurance:
A certificate or any proof of insurance that we may provide is for informational purposes only and does not amend, extend, or alter coverage provided by the policies.

KAPNICK RISK SERVICES CENTER

Web-based risk management platform that is exclusive to Kapnick clients

We are pleased to present ***Kapnick Risk Services Center***, a unique, web-based risk management platform and value-added service for our clients. The primary goal for any risk management program is to reduce injuries and improve profitability.

- The comprehensive ***Safety Library and Resource Center*** allows you to search among hundreds of documents and OSHA regulations instantly. With the click of a mouse you can access safety policies and programs, safety training presentations, safety posters, toolbox talks and many more valuable documents.

- With ***Incident Track*** you can document incidents in minutes including unsafe behaviors, near misses, incidents, OSHA recordables and claims. You can generate standard reports and get in-depth graphing and tracking capabilities that allow you to track and analyze your incidents by several criteria.

- Access to preferred pricing on ***Motor Vehicle Reports*** and ***Background checks***.

- ***HR Suite:*** Here you will find the help you need to answer many of your questions that will save you time and money. The HR Suite contains thousands of pages of HR and benefits-related content, including COBRA, FMLA and HIPAA information and over 800 sample job descriptions. There is also over 500 downloadable HR and benefits forms, checklists and posters. Find your State and federal employment law information, downloadable posters and even how to hire and terminate employees to prevent wrongful termination lawsuits. There is even a downloadable sample Employee Handbook!

- ***Certificate of Insurance tracking (COI Track)*** – You need to collect and manage insurance certificates to make sure that all of your vendors, contractors, sub-contractors are properly insured. This time consuming task can take hours and tie up valuable staff time. COI Track helps you manage your Certificates of Insurance before a problem occurs and **saves you time and money!!**

- ***Training Track:*** Regulatory agencies, like OSHA and DOT have numerous training requirements. Additionally, your company likely provides training on numerous topics and must manage employee licenses and certifications. Training Track automates the tracking of certifications and scheduling of employee safety training. Generate comprehensive reports for any tracking need. This tool has also been used by Kapnick clients to track everything from building maintenance to fire extinguisher inspections!!

- ***JSA Track:*** Job safety analysis is a valuable and important step to evaluate individual jobs by breaking them into component parts. It is also an important component in complying with the Americans with Disabilities Act (ADA) and identifying the physical requirements for Workers Compensation return to duty programs. JSA Track saves you time and money by helping you do this in an automated format.

- ***MSDS Track:*** OSHA's Hazard Communication (Employee Right to Know) standard requires that Material Safety Data Sheets (MSDS) be collected for chemicals at every work site. Collecting, storing, categorizing and updating these sheets is time consuming and frustrating! MSDS Track saves time and money by managing MSDS electronically for your entire organization. Click and store MSDS instantly through available resource links.

Contact your Kapnick Client Executive for more details and how you can get started today!!

A.M. BEST RATINGS AND COMPANY STATUS

A.M. Best is a company that assigns ratings to insurance companies assessing their financial strength. These ratings range from A++ to F and provide an opinion of an insurer's financial strength and ability to meet ongoing obligations to policy holders.

Secure Best's Ratings

A++ and A+ (Superior)
Assigned to companies that have, on balance, superior balance sheet strength and operating performance.
These companies according to A.M. Best, have a very strong ability to meet their ongoing obligations to policyholders.

A and A- (Excellent)
Assigned to companies that have, on balance, excellent balance sheet strength and operating performance.
These companies, according to A.M. Best, have a strong ability to meet their ongoing obligations to policyholders.

B and B+ (Very Good)
Assigned to companies that have, on balance, very good balance sheet strength and operating performance.
These companies, according to A.M. Best, have a good ability to meet their ongoing obligations to policyholders.

For more information on A.M. Best and their ratings go to: www.ambest.com

Admitted Insurance Companies

Admitted Insurance companies are licensed by each state and regulated by each state's Insurance Department.
They are required to be a member of each states' guaranty association as a condition of their authority to transact business in that state. The guaranty association's purpose is to provide limited coverage as defined by guaranty association statutes on behalf of an insolvent insurer in that state. Certain criteria established by the guaranty association may preclude coverage for some policyholders entirely. Premium taxes / assessments are included in the rates.

Non-Admitted Insurance Companies

Non-Admitted Insurance companies are not licensed by the state in which the insured is located, and are not subject to its supervision. They usually underwrite risks for which insurance coverage may not be available through Admitted Insurance Companies. In the event of an insolvency of a non-admitted carrier, claims will not be paid by the state guaranty association. Premium taxes are not included in the rates and must be paid separately, but are included in the premium summary.

A.M. BEST RATINGS AND COMPANY STATUS

Financial Size Category

To enhance the usefulness of ratings, A.M. Best assigns each rated (A++ through D) insurance company a Financial Size Category (FSC). The FSC is based on adjusted policyholders' surplus (PHS) in U.S. dollars and may be impacted by foreign currently fluctuations. The FSC is designated to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity.

Class	Adj. PHS ($ Millions)	Class	Adj. PHS ($ Millions)
I	Less than 1	IX	250 to 500
II	1 to 2	X	500 to 750
III	2 to 5	XI	750 to 1,000
IV	5 to 10	XII	1,000 to 1,250
V	10 to 25	XIII	1,250 to 1,500
VI	25 to 50	XIV	1,500 to 2,000
VII	50 to 100	XV	2,000 or greater
VIII	100 to 250		

COINSURANCE CLAUSE EXPLAINED

What is Coinsurance?

Coinsurance is simply an agreement between you and the insurance company, wherein, you agree to carry insurance on your property in an equal amount to at least (80%, 90% or 100%) of its Actual Cash Value (or Replacement Cost). In return for doing this, you receive a rate credit.

How Does it Operate?

Example I

Let us assume that the cash value of the property is $100,000. If insurance is carried for $90,000 or more, the company will pay the entire loss up to the face value or amount shown on the policy at 90% coinsurance.

Value	Insurance	Loss	Company Pays
$100,000	$90,000	$60,000	$60,000
$100,000	$90,000	$90,000	$90,000
$100,000	$90,000	$100,000	$90,000

Example II

Assume insurance is carried for $60,000:

Value	Insurance	Loss	Company Pays
$100,000	$60,000	$50,000	$33,333
Did carry / Should have carried		x Claim	=Payment
$60,000 / $90,000		x $50,000	=$33,333

Note: The coinsurance clause refers to the Actual Cash Value *at the time of loss*. It is therefore strongly recommended that appraisals of property be made by reliable appraisal companies and that these appraisals be kept up-to-date at all times. We recommend at least an annual review of values and adjustment of insurance coverage.

REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, MAY 19, 2025, AT 7:00 P.M.

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

PLEDGE OF ALLEGIANCE

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

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

APPROVAL OF AGENDA:

CM 25-05-64 **Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0**

To approve the agenda as presented

Roll call vote on CM 25-05-64 **Yeas: Casey, Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer**
Nays: None

PRESENTATIONS:

Plante Moran Realpoint Update on 2025 Police and Fire Buildings Bond

Mayor Fischer said they have received a lot of information in their packets about the RFP process that is proposed by the experts, as well as the construction delivery methods. They've asked them to present on that tonight. City Manager Cardenas added that they were looking for a consensus that this was the direction to move in.

Brian Weber, Senior Vice President of Plante Moran Realpoint, said the next step in the process is to begin to procure the professional services necessary in the event the proposal is successful. He said this is a complex project and they are recommending a pre-qualified invite only request for proposal and selection process for this program. It will provide the best opportunity to bring in the best team with the qualifications required for such a large program. He added that it was consistent with the city ordinance of how to procure those professional services. He said they use this process regularly for programs of this nature and it encourages participation from qualified firms. It also is time efficient. He said they would put together a strong list of firms and work with city administration to make sure those are the right firms. From there, they reach out and start the process with the firms. He added they also have to determine the construction delivery method. He showed a matrix depicting multiple options. He stated their recommendation is a Construction Manager as a Constructor. The main driver behind that is it sets up integration and engagement with the owner. The City would hold a contract with the construction manager and there would be subcontractors below them. It makes the construction manager the single source of responsibility and they hold the subcontractors accountable. He spoke about the next steps and timeline. As long as this is the direction

they want to go, they would work with administration and legal to draft the RFPs. Then they would issue Architectural & Engineering and Construction Management RFPs to the pre-qualified firms. Once RFPs are submitted, they will do the due diligence and interview process. All of this is contingent on a successful passage of the millage in August, but they would have the proposals in hand.

Mayor Fischer said he appreciated the information they've provided over the past few months. He said when they talk about delivery methods, he could see why they would steer us away from a couple of them, but he noticed Construction Manager as Advisor and Construction Manager as Constructor were similar. He asked Mr. Weber to elaborate on what within our project steers them towards Constructor as opposed to Advisor. Mr. Weber said the key factor between the two is that the Construction Manager as Advisor is where the contractors are. They would be contracted directly with the City versus a Construction Manager as Constructor where they turn into subcontractors within that. We gain more control from a cost standpoint and a schedule risk standpoint. We can issue a guarantee maximum price amendment to the CMc who would receive all their bids. The CMc would come to the City with an amendment saying this is the guaranteed maximum price and all trades would roll underneath that contractor. You lose that control with a CMa, which is more risk. Mayor Fischer said he liked the work that was being done. He added that there is an information campaign out there and he thought it was smart to get all the ducks in a row in anticipation so they can hit the ground running. He asked if all of this work falls under the current contract that the City already has with Plante Moran Realpoint. Mr. Weber said this is all within the current contract. Their main focus is to make sure these RFP processes start so we can hit the ground running and not have to wait a few months after August to start the design process.

Member Gurumurthy said the team is recommending a pre-qualified invite only RFP and asked how they pick that selected list. Mr. Weber said they do a lot of research locally and nationally into firms that have the right pedigree and resumes for a program of this size. He added that they would work with administration to see if there is any company that the City has worked successfully with and they would consider them. He said the goal is to present 5 or 6 firms that they know have a local presence, which is a big thing, but also can team up with national firms that specialize in public safety. He said they consider all of that when they receive proposals and understand that we have that strong local power and know our local municipality and codes but also can tap into something nationally that has done a lot of these programs. They bring all of that together and that's how they feel they get the strongest firms. Even though it's not a public bid where they are competing against 12 or 15 firms, they know they are competing against 5 or 6 so we get the best of the best in this process. Member Gurumurthy said that is great. She asked who will actually manage the overall timeline of the project. Mr. Weber said that it would be the construction manager as a contractor, because that is their scope of work. He said they will be engaged early in what's called the pre-construction phase. He explained that the architect will be designing, and that there will be multiple iterations of their drawings such as the schematic design and design development and as drawings develop, they will be meeting milestones. Mr. Weber said the construction manager will be alongside them doing constructability reviews, doing estimates, and

looking at schedules to make sure that they are not drawing things that would later not be in the budget or cannot be built in the timeline. He said it is a team effort, and everybody will need to be on board very early in the process.

Mayor Fischer told Mr. Weber he thinks all of the information was presented and thanked him for coming in to elaborate. He said he looks forward to continuing to work on this project.

PUBLIC HEARINGS: None

CITY MANAGER REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENTS:

Ibad Syed, 23629 Argyle, said he wanted to speak briefly about the bond proposal for the police and fire buildings. He said when anyone thinks of moving to Novi, the two things that come to their minds are schools and education and safety. So, it is no doubt that the police officers and firefighters work really hard to keep the City safe. He said he thinks it is important for them to be able to upgrade their facilities. He said he wanted to assess whether a one mill increase would cover a $120 million bond over a period of 25 years. He said one mill translates to roughly about $2.1 million annually based on the current collections. He said just the interest on the bond itself, even if it is at a 5% rate as he is sure we get good rates, but the one mill does not seem to calculate to be roughly even close to enough. He said he wanted to make sure this was very clear. He asked if this was just one mill and that was it or is it something that is going to get through the door and then later on the actual increase is going to be 3 or 4 mills. He said that property tax revenue is the largest income source for the City of Novi. He said that as he stated a few weeks ago, there are unfair assessments that are made. He said the message that goes out to homeowners is not to pull permits; finish your basements, but don't let the City know about it and they won't tax you on it. He said that is the message going to new construction and new homes. He said the assessor's office needs to take a different step on this. He said they have no issues going through listed homes to evaluate if there is finished space that they don't know about. He said that for some reason they draw the line at asking the question to the existing homeowners and doesn't know why that is the case. Sayed said his rough analysis tells him that if they properly do it, based on what was listed on BSA versus what the property sells or the improvements that are on there, there would be a 10% increase. He said he doesn't have time to go over that in his three minutes but would be happy to. He said that the largest appropriation for the City is public safety, so changing that process would help cover a lot of what the City would need for public safety.

Mayor Fischer said typically this is not a question-and-answer format and typical practice is not to comment, however he would encourage the City Manager and City Assessor to reach out, because some of the information that was presented did have PFM involved

in the process. He said that they did make sure that the mill was put into place and the language did meet financial needs. He said he wants to make sure that the resident has all the information he needs. He said he would also like to point out that the March 10th, 2025, Council packet has that financial information and presentation as well. City Manager Cardenas confirmed that he would follow up with that information for the resident.

CONSENT AGENDA REMOVALS AND APPROVALS:

CM 25-05-65 Moved by Casey, seconded by Smith; MOTION CARRIED: 7-0

To approve the Consent Agenda as presented.

A. Approve Minutes of:
May 5, 2025 - Regular Meeting

B. Approval of resolution recognizing the Skating Club of Novi as a nonprofit organization operating in the City of Novi for the purpose of obtaining a charitable gaming license from the State of Michigan.

C. Consideration of request to transfer ownership of an existing Class C & SDM license from Novi Park, Inc. to Shiznay Panorama, LLC (dba 29 Novi), located at 43155 Main St. #208, Novi, MI 48375.

D. Approval of Resolution for the City of Novi to enter into an agreement with the Oakland County Sheriff's Office for the purpose of providing marine patrol services on the portion of Walled Lake in the City of Novi for an estimated annual cost of $11,400 over a three (3) year period (2025-2027).

E. Approval of the Beautification Commission's recommendation to grant the Neighborhood Entryway Enhancement Matching Grant Program award to Walden Woods II for $4,325.00.

F. Approval of the **SECOND READING** of Text Amendment 18.305 to allow increased capacity in child care centers per the conditions stated in the amendment.

G. Consideration of approval of Ordinance Amendment 25-160.04 to amend Section 22-112, "Fireworks", to add requirements for Commercial Fireworks Permits. **SECOND READING**

H. Approval of claims and warrants – Warrant 1180

Roll call vote on CM 25-05-65 **Yeas: Gurumurthy, Heintz, Smith, Staudt, Thomas, Fischer, Casey**
Nays: None

MATTERS FOR COUNCIL ACTION:

1. Consideration of the FIRST READING for a City-Initiated Rezoning Amendment of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light Industrial.

City Manager Cardenas said this is due to a PRO that was entered back in 2019 with the then owner of the property called Keford Collision and Towing. He said they received approval for a PRO amendment to rezone the 6.71-acre site to I-2. He said since then Keford Collision has ceased operating in their current form, and the owner of the property is looking to have a new development in the current structure which was the prior structure. The development that was proposed by Keford never happened. He said per the ordinance for the PRO, this is a process the City staff must initiate to return it back to its original zoning classification. He said this is the first reading and if there are any further questions, City Attorney Schultz could assist.

CM 25-05-66 Moved by Thomas, seconded by Smith: MOTION CARRIED: 7-0

Approval of Zoning Map Amendment 18.751, a City-Initiated Rezoning of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light Industrial. FIRST READING

This motion is made for the following reasons:

1. **The previously approved rezoning of this property with a PRO Agreement and concept plan was abandoned when the Keford Collision and Towing went out of business. Given that more than 2 years have elapsed, the rezoning and PRO concept plan have expired, and the agreement is void. The PRO Ordinance states that the City will initiate a new rezoning of the property to a reasonable district classification. The proposed rezoning returns the property to the I-1, Light Industrial district that existed previously.**
2. **The rezoning is consistent with the recommendations of the Future Land Use Map.**
3. **The rezoning is consistent with zoning to the north, east, and west.**
4. **The rezoning is not expected to negatively impact public utilities or traffic in the area.**
5. **The rezoning fulfills objectives of the Master Plan for Land Use by fostering a favorable business climate and attracting new businesses to the City.**

Roll call vote on CM 25-05-66 **Yeas: Heintz, Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy**
Nays: None

2. Final approval of Sakura East JZ23-41 with Zoning Map Amendment 18.743, to rezone from Light Industrial to Town Center One with a Planned Rezoning Overlay.

City Manager Cardenas said this is coming back to the Council after it has initially gone through the full PRO process. He said it initially came to the Council back in November and has gone through the Planning Commission. He said this is the rezoning of 3.5 acres near the Town Center on the south side of the road, east of the current Sakura development and will be called Sakura East. He said they are looking at still providing the overlook or pocket park as a public benefit and supporting the 45-unit multifamily development. He said they still have no idea where in that site the pocket park or overlook would be located and it is still up for determination with staff and the developer. He said this is the final stage in the process, and that the developer is present to address any questions the Council may have.

Tim Loughrin, Roberston Brothers Homes, said he had a presentation and showed the site plan. He said Sakura East is really an extension of the Sakura Novi Development. He said they have about 40 leases at this point with about 15 people moved in and a lot of landscaping put in. He said it looks beautiful, and the community is starting to come alive, and they are excited about it. He said Sakura East would be another 45 units on the east side of the city owned wetland complex, but it is really a part of Sakura Novi. He said it won't be classified as a different project, that all signage would be the same and the residents would have the same use of all the amenities for Sakura Novi, it is just being called Sakura East during this process. He said from a site perspective, the 45 units are very similar to what's being built right now; there is a flat grade rather than a split grade town home, but they are essentially the same. He said they each have a one or two car garage attached and plenty of parking as well. He said they are planning on building an amenity on the City's wetland complex and believes that was the recommendation from the Council. He said he thinks it is a great idea and said they have asked for some flexibility in staff, and the legal counsel has agreed because of the complexity with EGLE and getting permits because the location is a wetland. He said they wanted to have the time to be able to meet with EGLE staff and their consultants to make sure they are putting the amenity in the correct spot and that it makes sense from an EGLE perspective. He mentioned that if they didn't have to go through EGLE and wetland issues, it would be built tomorrow. He said the outlook would have plenty of open space, three distinct active amenity areas, and almost 50% of it being open space with is unheard of. He added that the overall connectivity between the two is that this project is an extension of Sakura Novi with the beautiful city wetland complex in between. He said the overlook is shown on the northwest corner of the wetland complex and noted that the City has made recommendations for the east side, and they are agreeable to that so long as EGLE is. He said they are just making sure they have the ability to meet with EGLE staff to cite the best places. He mentioned again that they are doing landscaping, and the amenities are all the same, and it is a part of Sakura Novi. He said it's just over 3 acres and an additional 45 units. He mentioned he is happy to answer any questions.

CM 25-05-67 Moved by Staudt, seconded by Casey

Approval of the request of Sakura Novi Residential, LLC, for Sakura East JZ23-41, with Zoning Map Amendment 18.743, to rezone property from Light Industrial (I-1) to Town Center One (TC-1), subject to the attached Planned Rezoning Overlay (PRO) Agreement, the corresponding PRO Plan, the conditions of this Motion, and the conditions listed in the staff and consultant review letters, and also subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney's office prior to the execution of the final agreement.

This motion is made for the following reasons, and only upon the assumption that all conditions and requirements of this motion and the PRO Agreement, will be satisfied:

A. The proposed neighborhood-scaled, pedestrian accessible development would be in line with the intent of the 2016 Master Plan, or a reasonable alternative thereto. Developer indicates that the proposed development complements the 2016 Master Plan vision for a unique, well designed, mixed-use facility since it acts as an extension of the Sakura Novi project under development to the west.
B. The proposed residences will provide smaller footprint, middle-market rate residential rental offerings. The new homes would be a draw as temporary living opportunities for professionals and their families drawn to the City for work or other cultural reasons, as well as the large corporations that sponsor many of these families.
C. The developer will create a public overlook amenity at the existing pond on the City's parcel (22-23-226-042), including a walking path from the public sidewalk. Landscaping treatments, invasive species removal, the pathway, and a seating area at the edge of the pond will "activate" the pond. These efforts will provide an attractive amenity for appreciation of the water feature within an important corner at the heart of Novi.
D. For all of the foregoing reasons, the proposal will result in an enhancement of the project area as compared to a "straight" TC-1 designation, and will result in significant benefits to the public that would not otherwise be available with a straight rezoning TC-1, and the deviations listed in the Agreement are necessary to secure the enhancements listed above and in the PRO Agreement.
E. The proposed Town Center One zoning district is a reasonable alternative to the Gateway East District recommended in the Future Land Use Map, and fulfills the intent of the Master Plan for

Land Use, and because:

1. **A reduction in traffic compared to development under the current zoning. The traffic study shows a difference of about 20 fewer trips compared to a general light industrial use, or up to 835 fewer trips compared to a medical office use.**
2. **The plan shows that the total open space areas to be provided will exceed the 15% Open Space requirement of the TC-1 district, with approximately 45% shown.**
3. **The project will exceed the 9,000 square foot Usable Open Space requirement, with about 17,200 square feet proposed.**
4. **Preservation of the on-site wetland. The wetland is very small in size (less than 0.1 acre) but does represent an ecological benefit.**
5. **A publicly accessible pond overlook amenity to be provided on the City's parcel with similar amenities as illustrated on the PRO Plan. The final location and details of the amenity will be approved administratively by staff during the site plan review process.**

Member Heintz said he is in support of this area as well and he thinks it is a great project being proposed. He said he likes the amount of green space and applauded them for that.

Member Gurumuthy said she is in full support of this and was glad to see the promotion of a diverse community. She said hopefully it is a good location that we can plan housing to be favorable for seniors as well. She asked City Planner McBeth to provide some education and understanding a little bit about the easement. She said she thought earlier on the PRO it was requested for 43-foot-wide right-of-way, and now the applicant is asking for 33 feet. She said from the City end, she wants to verify everything is good and then asked if it is the same for the Sakura Novi project. City Planner McBeth said she believes the area being referenced is along the 11 Mile Road frontage. She said there is a black line that shows the center line of 11 Mile Road. She said they double checked the original Sakura down the street, and it is a 33-foot-wide right-of-way there. She said in this case the developer was making a case for continuing with the 33 feet so they could put certain utilities in the front yard. She answered that from the City perspective; they are good with that.

Member Gurumuthy said from an environmental standpoint, she was happy to see a charger as it was just visual, but now it is noted. She said there were comments that the applicant should consider sustainability, energy efficiency like LEED and recommended strategies. She said she was curious if something was done for the existing Sakura Novi projects and what the plans were for this. Mr. Loughrin said they are putting in charging stations, which is like other developments they have made. He said from a LEED standpoint, their townhomes are not classified as having LEED standards. However, they will meet and exceed all of the Energy Star standards. He said the homes are built to a

very tight standard, and get a very high rating and scores as far as their homes in general. Councilmember Gurumurthy said she would encourage them as much as possible to keep that in mind with the building materials or anything similar. She said there was a note about invasive species removal treatment within the wetland and thinks there is a plan for that already put together with EGLE. Mr. Loughrin said that it is part of the overlook and is not part of the wetland on the site. He said that staff asked for this to have an invasive species treatment within 25 feet of that amenity, and generally they would not be able to do that without having an EGLE permit, but the City has an EGLE permit that they would be working under. He said they have agreed to that as part of the PRO agreement.

Member Gurumurthy said with respect to the midblock non-motorized crossing she thinks we are at a point where now is not the time because of the construction, planning, and bond. She said she knows they don't have a detailed idea of what it is going to be because they have to evaluate after the extension of the goal drive, but asked the City Attorney if there is somewhere this can be put in the verbiage of the agreement that they want their support to do it when they are ready and know what they want. City Attorney Schultz asked if she was essentially talking about a cash contribution. She said yes, for this crossing, for this specific purpose. City Attorney Schultz said he was not involved in the negotiations but believes that there was a discussion about that with the engineering department, because he thinks it was originally in the draft of the agreement that they do that. He said he thinks it was negotiated out of the agreement with the acceptance of engineering because he does not believe them to be in favor of the mid-block crossing. He said this may be an issue that Mr. Loughrin may know about and about how much that would actually cost, as he believes it was a significant number. Mr. Loughrin said that with the flashing lights and system it is very expensive. He said the issue more than anything is from a liability and safety perspective. He said there is a hill there, so it is very unsafe to have a mid-block pedestrian crossing there which was agreed by staff. He said that they see the public benefit as being the overlook rather than the mid-block crossing from a safety perspective, so at this time it does not make sense. He said that if, and when, the loop road goes in that it would make the most sense to have the crossing as part of those improvements. The City Attorney said that at this time City staff and administration were requesting that it not be in the agreement. Member Gurumurthy said it is currently a safety concern, but it is a great opportunity to leverage the benefit in terms of thinking through connectivity. She said it would be a great benefit and then asked about the timing perspective. Mr. Loughrin said they will not be able to pave it this year, they still need final engineering approval and EGLE approval, and water and sewer permits. He said the hope is to at least grade it this year. He said there is a DTE line that runs right across the middle of the road that will be moved to the north side of 11 Mile Road. He said those two activities should be done by the end of the year and then in the spring they will put underground utilities and then pave the site. He said they are almost done building now and would like to get paving down to the ground early summer next year.

Member Smith asked about broadband access and if it would be fibered or wired connections into the units. Mr. Loughrin said they have a bulk agreement with Comcast

to provide wireless access to the apartments. Member Smith asked what was feeding the wireless connection. Mr. Loughrin said he believes it is fiber into the buildings and then nodes go out from there. He said Comcast is the bulk provider, so it is a part of the rent. Member Smith said he would be interested in an update.

Mayor Fischer asked City Attorney Schultz, as it relates to the public benefit there was discussion back and forth with staff about where the City wanted it and wanted to know if the City was giving up their ability to drive that and be over run in that decision as it pertains to the language. He asked if the City still had the authority to dictate where it goes. City Attorney Schultz said the City still has ultimate approval on that decision. Mayor Fischer asked if there was any disagreement about where it would go to. City Attorney Schultz said that is something they would have to work out. Mr. Loughrin said there is language that says it needs to placed on the northeast side which is what he believes was the staff's preference. He said that would be the starting place, and that it is ultimately up to EGLE and they may want minimal impact to the wetland. City Attorney Schultz said that if it turns into an issue, they will have to appear again before the Council. Mayor Fischer said he would be inclined to have the language amended to say if it is not the Northeast, it needs to come back for a City Council decision. Mayor Fischer said to amend the motion to change the language in that order so that if it's not the northeast corner, even if it's caused by Eagle, it should come back to this body to make a final determination on the benefit.

Amended Motion
CM 25-05-67 Moved by Staudt, seconded by Casey: MOTION CARRIED: 7-0

Approval of the request of Sakura Novi Residential, LLC, for Sakura East JZ23-41, with Zoning Map Amendment 18.743, to rezone property from Light Industrial (I-1) to Town Center One (TC-1), subject to the attached Planned Rezoning Overlay (PRO) Agreement, the corresponding PRO Plan, the conditions of this Motion, and the conditions listed in the staff and consultant review letters, and also subject to any changes and/or conditions as discussed at the City Council meeting, with any final minor alterations required in the determination of the City Manager and City Attorney to be incorporated by the City Attorney's office prior to the execution of the final agreement.

This motion is made for the following reasons, and only upon the assumption that all conditions and requirements of this motion and the PRO Agreement, will be satisfied:

A. The proposed neighborhood-scaled, pedestrian accessible development would be in line with the intent of the 2016 Master Plan, or a reasonable alternative thereto. Developer indicates that the proposed development complements the 2016 Master Plan vision for a unique, well designed, mixed-use facility since it

acts as an extension of the Sakura Novi project under development to the west.

B. The proposed residences will provide smaller footprint, middle-market rate residential rental offerings. The new homes would be a draw as temporary living opportunities for professionals and their families drawn to the City for work or other cultural reasons, as well as the large corporations that sponsor many of these families.

C. The developer will create a public overlook amenity at the existing pond on the City's parcel (22-23-226-042), including a walking path from the public sidewalk. Landscaping treatments, invasive species removal, the pathway, and a seating area at the edge of the pond will "activate" the pond. These efforts will provide an attractive amenity for appreciation of the water feature within an important corner at the heart of Novi.

D. For all of the foregoing reasons, the proposal will result in an enhancement of the project area as compared to a "straight" TC-1 designation, and will result in significant benefits to the public that would not otherwise be available with a straight rezoning TC-1, and the deviations listed in the Agreement are necessary to secure the enhancements listed above and in the PRO Agreement.

E. The proposed Town Center One zoning district is a reasonable alternative to the Gateway East District recommended in the Future Land Use Map, and fulfills the intent of the Master Plan for Land Use, and because:

1. **A reduction in traffic compared to development under the current zoning. The traffic study shows a difference of about 20 fewer trips compared to a general light industrial use, or up to 835 fewer trips compared to a medical office use.**
2. **The plan shows that the total open space areas to be provided will exceed the 15% Open Space requirement of the TC-1 district, with approximately 45% shown.**
3. **The project will exceed the 9,000 square foot Usable Open Space requirement, with about 17,200 square feet proposed.**
4. **Preservation of the on-site wetland. The wetland is very small in size (less than 0.1 acre) but does represent an ecological benefit.**
5. **A publicly accessible pond overlook amenity to be provided on the City's parcel with similar amenities as illustrated on the PRO Plan. The final location and details of the amenity will be approved administratively by staff during the site plan review process. However, if the final location is not in the area northeast of the pond, City Council approval will be required.**

Roll call vote on CM 25-05-67 **Yeas: Smith, Staudt, Thomas, Fischer, Casey, Gurumurthy, Heintz**
Nays: None

3. Initial review of eligibility of Mariella Estates, JZ25-43, to rezone property north of Eight Mile Road, west of Garfield Road, from Residential Acreage to R-1 One Family with a Planned Rezoning Overlay.

City Manager Cardenas said this is just for the Council's initial reaction and a question-and-answer period with the developer of the proposal before they go through the formal PRO process with the planning decision then ultimately coming back for the Council final decision. He said this is the rezoning of 9.4 acres on 8 Mile Road to allow the development of 10 single family houses with half acre lots. He said this will be in the R-1 district under the current zoning, which currently allows for six single family lots. He said the applicant is proposing the public benefit of a five-foot wide paved pathway from the existing 8 Mile Road crosswalk to the entry of Maybury State Park, approximately about 280 feet. He said Maybury will have to approve this as well and they are still in the negotiation process. He said additionally the applicant would like to include a contribution to improvements at the City's ITC Park in the amount of $15,000. He said specific improvements would be identified by a formal PRO agreement. However, the applicant has talked about baseball dugout covers and bench seating, a new playground structure, walking paths, and additional sporting infrastructure.

Matthew Bush, Atwell, on behalf of Mr. Antonello Stante, said he is there to present the Mariella Estates residential development. Antonello Stante said they have been doing site work in Novi since 1978. He said they did another development in Northville, and they are trying to recreate the same thing here in Novi. He said they would like to build more custom homes here in Novi and try to recreate the Bella Vista site in Northville. Mr. Bush said the site is a 9.3 acre site located on the north side of 8 Mile Road just west of Garfield. He said you will notice Ballentyne and Parc Vista also under construction and are all RUD projects with a minimum lot sizes of half an acre. He said their site does not meet ordinance requirements due to the size to be a RUD or else they would do an RUD to be consistent with the area. He said in order to be consistent with the nearby developments, that is the reason they are offering a PRO to allow them to do the half acre lot sizes. He said they plan to do 10 single family luxury custom homes with half acre minimum lot sizes. He said their density is just over one house per acre, which is significantly below the R-1 zoning, which led them to the PRO process. He said there are a couple of highlights to the plan like open space. He said there will be underground detention to allow for a usable park area near the entrance. He said they will have a significant amount of open space still providing for landscape buffers around the perimeter, and they are still talking to the Planning Commission. He said they are amenable to really beefing up the landscaping around setbacks. He said assuming this does move forward to site planning that will be something they will incorporate into the plan. He reiterated that there will be a large open park and a central node for mail kiosks, and a gathering point for residents. He said when they originally went to planning commission they proposed some of the pedestrian rapid flashing beacon signs for the pathway crossing, but after discussion with

the commission it was determined that was not as significant of a public benefit as they want as well as traffic concerns on 8 Mile Road. He said they went back and revised the public benefit that they feel is significant and well scaled to the size of their project, and are looking, pending approval, to pave a pathway from the crosswalk out to Maybury State Park. He said also nearby ITC Park they are looking to do some improvements to the baseball dugouts or potentially funding some of the concept planning next door, but it is under further discussion. He gave photographic examples of some of the homes they have previously built for the Bella Vista project in Northville and said that it is relative to the vision they have for the more custom diverse look of the homes and the luxury residents will feel.

Member Smith asked if there was a safety reason that the sidewalk along 8 Mile Road doesn't currently go down to the Maybury Park entrance. He said that creating a 280-foot sidewalk will lead to nowhere and the City will have to take care of it. He said that the City already has a sidewalk on the north side. Mr. Bush said that the idea was to have a pathway across the road, and that there is a seemingly clear-cut tree area that goes out to Maybury Park for intentional use but right now it is just gravel and dirt. He said the idea for the public benefit is to pave the path out to Maybury Park. He said they cannot run it along the road in the right-of-way because there are a lot of trees right up to the roadside ditch. He said the proposal is to pave the existing clear-cut path that goes out to Maybury Park. Member Smith said he would rather see the pathway cross where the regular park entrance is if that is safe and possible to do so. He said extra sidewalk to take care of isn't something the City is really interested in doing, he doesn't think. He asked if the public playground would be behind a gate, or if it would be accessible, and if this was a gated community. Mr. Bush said that was an original consideration, but they would open up the smaller area park to the public. He said they decided that the vision was to gate the development and that the smaller park didn't seem to be as significant as a benefit when you have a larger gated park right next to it, so that is not being proposed right now and is off the table. He said the larger park would be for resident use and their contribution would be towards the adjacent public park, or whatever is decided. He said they are still talking to the parks department about getting the biggest bang for their buck and possibly improving the existing public park as an offered public benefit. Member Smith said he understands that this is a small site, and it is hard to squeeze a public benefit into the site, but this may be an opportunity to think outside of the box and do something like solar panels on the roofs, inground heat exchangers for heat pumps to be more energy efficient and have less of an environmental impact. He said it is a public benefit to the residents, but it is also a public benefit because of proof of concept, and it helps save energy and that is good for everyone. He said he would like to know if it will have broadband access and if it will be fiber wired. Mr. Bush said he is not sure at this time; it will likely be whatever Comcast offers as an upfront purchase. Member Smith said something like that could also be considered public benefit.

Member Gurmurthy said that the original plan was for 6 homes and now they are doing 10. She said that some of the concerns at the Planning Commission meeting were the characteristics of the homes, but once she saw photos, she was pleasantly surprised. She said she would like to see the results of the wetland investigation to see how it will be

preserved. She said that is something she will be looking for. She said that preservation will help with the invasive species treatment. She said that the proposed Lot #1 is adjacent to the wetland, so it will be important to properly delineate how to properly preserve the wetland. She said that the applicant is proposing a 20-foot perimeter of landscape buffers from the lots, but only a few areas of the buffer show that landscape is being provided. She said she'd like to see additional trees, as many as possible, protecting the adjacent residents as well as providing green space and a crosswalk. She said that there were notes about a crosswalk from the Planning commission and assumes there is going to be a study done and if not, she would request a study on that to understand all of the safety concerns. She said that there are suggestions to put a crosswalk here and there, but a study would be the most informative about the safety and benefits of the placement. She said the paved trail is nice for a nature trail, and that it is great. She said that she read a resident comment about storm water runoff and asked the applicant how they are prepared to handle that. Mr. Bush said it is still very early and all of that will be flushed out with engineering, but as of right now they are anticipating an underground detention chamber that is represented in the plans. He said they will be capturing the way the contours work, and they do run off site right now. He said they will be capturing most of the lots in the site, they have rear yard storm detention areas to detain it, slow it down, and send it out to 8 Mile Road where there is a natural outlet for everything. Member Gurumurthy said that the last thing she will be looking for is energy efficiency and environmental impacts, to do whatever they can as far as LEAD. She said these are all custom homes, so it is a great opportunity to do so.

Member Heintz said he wants to demonstrate his support for what was already said by previous councilmembers. He said he is continuing to learn the scope and the potential impact for any PRO. He said it is a small space to be doing anything in that area and understands the difficulty of offering a public benefit there. He said given its proximity to Maybury State Park, it highlights the proximity to beautiful landscape features and that is all the more reason to try and be a leader in any sort of green sustainability facilities and homes. He said to try and do their best to really demonstrate a public benefit and be a leader for others to follow.

Member Thomas said Member Smith mentioned something about the proposed sidewalk to Maybury Park, and she agrees with his comments that it may not be something they would want to pursue. She said that she does love the idea of the applicant contributing to ITC, and that money spent is a public benefit. She said if there was a decision to make a proposal to switch around the public benefit and push more towards ITC. She said it is the applicant's choices and ideas, but she loves the idea of supporting ITC. She said they have a grand vision of ITC, so any public benefit money going into it would be great for the entire community. Mr. Bush said that it would be acceptable to contribute to ITC park improvements. He said for clarification, the crosswalk location that is shown on the provided plan, is not their proposed crosswalk, it is what is already existing, and they have no plan on scrubbing that and moving it, as it was painted relatively recently. He said he does not have the details, and it may have been put in even with Ballentyne, but it is already existing. He said in order to connect it to Maybury Park; they would have to move it.

Member Staudt said that about 10 or 12 years ago he proposed a sidewalk on 8 Mile Road. He said that there was nothing there and a lot of empty fields. He said this proposal is kind of the last of the developments in that area. He said he would like to thank the gentlemen for bringing forward a proposal, this is single family homes. He said they evaluate a lot of projects. He said this is the kind of thing that is simple for himself to support. He said a public benefit in a 10 home; very small area is extraordinarily difficult and takes some imagination to come up with something that is truly worthwhile. He said he hopes that the City staff will hold pressure on the applicant to come up with something that is a little but more robust than what they are currently offering. He said the project is definitely something that the City of Novi could be proud to represent and thanked the applicant for bringing it forward.

Mayor Pro Tem Casey asked if the crosswalk, as it exists today, was a part of Ballentyne RUD requirement. Humna Anjum, Engineering, said that the crosswalk was a part of the site plan for Ballentyne. She said that relocating it was briefly discussed with staff, and the issue was the turning movements for going in and out of Maybury State Park. She said of course, engineering prefers to keep it where it is to avoid issues with pedestrians crossing and vehicles turning in and out of the developments and the park. Member Casey said that having a crosswalk on 8 Mile Road frightens her a bit because that area is a 50-mph speed limit with no pedestrian barriers and no safety island for pedestrians in the middle. She said, not for this project but in general, the Council may need to consider making a safety improvement there. She said that she will tend to echo the majority of the previously made comments, and there is some pretty significant consensus within the council. She said she tends to pay a lot of attention to how much screening is between a new development coming in and the developments around it. She said that the half acre lots are significant from a setback perspective, but she also suspects that the back yards will be large as well. She said to pay attention to how much screening the new development will have from the existing houses, so they will not be surprised when they come back for a review. She said this would be a great addition to this part of the town. She said this was thoughtfully designed about how it would fit with the surroundings and will be a perfect place for what they are planning. She said she would agree that they are not sure that a pathway through a state park is something they will be able to accomplish. She said that with the closeness of ITC Park, there is a strong recommendation that if the applicant chose to increase their contribution, that would be a good opportunity as well. She said she looks forward to seeing this again.

4. Recommendation to adopt amended Novi Retirement Health Care Fund (OPEB) Investment Policy

City Manager Cardenas said this recommendation comes from the Finance Administration Committee which came up after engaging with a third-party reviewer, AON, to look at the City's OPEB investment policy and provide recommendations to improve long term sustainability and reduce portfolio volatility. He said that Tina Glenn, Assistant City Treasurer, was present to provide an overview and was supported by Ken

from Morgan Stanley who is the City's investment advisor to answer any questions they may have.

Tina Glenn, Assistant City Treasurer, said in July of 2024, the Finance and Administration Committee recommended hiring a third-party consultant to review the fund's investment strategy and make recommendations. She said the findings were presented to the committee in April and it was at that time that it was decided that they would like to move forward with those recommendations. She said the first step in that process is to amend the investment policy. She said the changes primarily include some cosmetic changes to the verbiage, but there are two main changes. The first is in section G, which refers to the objectives. She said now that the investments are fully funded, they are moving away from an emphasis on long-term growth of principle and moving toward an asset preservation and risk reduction. She said the second main change is to update the asset allocation as it is currently a 50/50 mix between equities and fixed income. She said they are looking to incorporate the recommendations of the contract of the consultant and that would change the 50/50 mix toa 40/60 mix in reference to equities and fixed income. She said that Morgan Stanley is represented at the meeting, and they have been with the City since the inception of the fund in 2003.

Member Staudt said that the Finance Committee asked that this be brought forward several years ago, maybe a year and a half ago. He said that Mayor Fischer has a tremendous amount of experience with the topic. He said they got outstanding guidance from the consultant and sat through a presentation where they were all kind of glazed over, except for the Mayor. He said the recommendations, and every option was weighed out. He said they have fiduciary responsibility as Council Members to make sure that their assets are protected. He said he was pleased with the outcome and felt very confident that the information is good and protects not only the employees, but the City from potential spikes and downturns in the market.

CM 25-05-68 Moved by Staudt, seconded by Casey: MOTION CARRIED: 7-0

Approval to adopt amended Novi Retirement Health Care Fund (OPEB) investment policy.

Roll call vote on CM 25-05-68 **Yeas: Thomas, Fischer, Casey, Gurumurthy, Heintz, Smith. Staudt**
Nays: None

CONSENT AGENDA REMOVALS: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS:

1. Mobility Committee - Councilmember Smith

Member Smith said that the Committee met last Thursday, May 15th, 2025, and started with an update from DPW. He said the update included the road refresh update. He said there are 198 miles of road we pay for and are responsible for as a city. He said 134 of those miles are asphalt or seal coated, 62 is concrete, and 2 mile are gravel. He said since 2018 the paser rating, a way of measuring how rough the road is, has gone from 42% good to above 52% good or above. He said one of the goals is to keep that improved. He said the committee got an update from the Safe Streets program which is a part of a federal program. He said they are going to be going out to residents for information. He said they will look for feedback so they can prioritize where unsafe things are. He said that due to the way it is funded, they will be required to build the boardwalk for the ITC to Bosco Connector Pathway to support emergency vehicles which is a considerably higher expense. DPW is going to SEMCOG to see if they will fund more money on that project. He said coming soon to the sidewalks near you will be the Sidewalk Bot. He said this is similar to the pacer program for sidewalks and asphalt pathways, and will be measuring how rough and deflected they are. He said the feedback from that will be going on through June and will feed into the program to repair the sidewalks whilst dividing the City up into regions and getting those repairs done. He said they also discussed upcoming road projects and how they related to the active mobility plan. He said he will be attending the EMCO Trail Summit at the EMCO offices on the 17th of this month and is hopeful he will bring back some good information with him.

MAYOR AND COUNCIL ISSUES:

COMMUNICATIONS: None

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:04 P.M.

_____
Cortney Hanson, City Clerk

_____
Justin Fischer, Mayor

Date approved: June 2, 2025

_____
Transcribed by Alyssa Craigie,
Administrative Assistant

CITY OF NOVI CITY COUNCIL
MAY 5, 2025

SUBJECT: Consideration of Amendment #1 to the Transit Enhancement Service Agreement with People's Express (PEX) to extend use of Civic Center office and parking space through December 31, 2025, and to increase the monthly rent to $600.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services – Older Adult Services

KEY HIGHLIGHTS:

- Since July 1, 2024, PEX has been providing curb-to-curb public transportation services in Novi.
- The current facilities use agreement, approved on January 6, 2025, provided PEX with access to 200 square feet of office space and 14 parking spaces at the Novi Civic Center from January 1 through June 30, 2025, at $450 per month.
- PEX has not yet secured a long-term facility to accommodate their operational needs. They continue to seek permanent property in Southwest Oakland County and have been in contact with Novi Community Development and surrounding communities.
- As outlined in the original agreement, the rent will increase to $600 per month for the extended term.

BACKGROUND:

PEX has been utilizing office and parking facilities at the Novi Civic Center since July 1, 2024. An agreement approved by City Council on January 6, 2025, provided for continued use of 200 square feet of office space and 14 parking spaces from January 1, 2025, through June 30, 2025, at a rental rate of $450 per month.

PEX has not yet secured an alternate facility and has requested to extend the current use of Civic Center office and parking space through December 31, 2025. Per the terms of the original agreement, the rent for the extended period will increase to $600 per month. All other provisions remain unchanged.

PEX continues to search for a long-term facility and has engaged with representatives from Novi, Wixom, Walled Lake, and Lyon Township representatives. Their operational needs include parking for 50+ vehicles, administrative office space, and a secure site perimeter. Properties that meet these needs are limited in the

region and may require significant modification or development to be viable. PEX has indicated a willingness to pursue grant funding to support necessary upgrades once a suitable property is identified.

RECOMMENDED ACTION: Approval of Amendment #1 to the Transit Enhancement Service Agreement with People's Express (PEX), extending the use of Civic Center office and parking space through December 31, 2025, with rent increased to $600 per month.

AMENDMENT #1 TO
TRANSIT ENHANCEMENT SERVICE AGREEMENT
FOR
USE OF CITY FACILITIES

This Amendment #1 to the Transit Enhancement Services Agreement is between the City of Novi, a Michigan municipal corporation located at 45175 Ten Mile Road, Novi, Michigan 48375, ("City") and People's Express Inc., a 501(c)3 nonprofit organization with its principal place of operation located at 175 Barker Road, Whitmore Lake, Michigan 48189. ("Transit Provider"). This Amendment shall be effective on the date that both Parties sign it. ("Effective Date")

In consideration of the mutual covenants promises made herein, and other valuable considerations, receipt of which is hereby acknowledged the Parties do hereby bind themselves to the terms and conditions of this Amendment.

1. **Amendment Purpose:** The purpose of the Amendment is to extend the term of the Agreement from June 30, 2025, to December 31, 2025, and increasing the rent from $450.00 to $600.00.

2. **The following sections of the Agreement shall be amended:**

Section 3.1 Term and Termination: Shall be amended to delete the prior wording and replace it with the following wording:

> The services shall begin on January 1, 2025, at 12:01 a.m., and shall continue until December 31, 2025, at 11:59:59 p.m., unless terminated or extended as provided below.

Section 4.2 Rent: Shall be amended to delete the prior wording and replace it with the following wording:

> The Parties acknowledge that Transit Provider is seeking other accommodations for its operations, and it is not expected to use City Facilities indefinitely. From July 1, 2025, until the Termination Date provided in Section 3.1 above, Transit Provider shall pay rent in the amount of $600.000 per month; provided, however, that if Transit Provider finds other accommodations and ceases to use the City Facilities, the following shall apply: (a) if Transit Provider moves its operations to another (non-City owned) facility in Novi, then the City will reimburse Transit Provider half of the rent paid from July 1, 2025 to the date the City Facilities are vacated by Transit Provider.

2.3 Section 4.3 Potential Extension of Term shall be deleted in its entirety.

All other terms and conditions of the Agreement shall remain unchanged and in full effect.

PEOPLE'S EXPRESS INC.

_____ _____

Date By: Eveliina Taylor, Interim Managing Director

FOR CITY OF NOVI

_____ _____

Date By: Justin Fischer, Mayor

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

SUBMITTING DEPARTMENT: City Clerk

KEY HIGHLIGHTS:

- Gold Buy and Jewelry has been in business in Novi since 2005.
- This is their annual renewal of their Pawnbroker License.

BACKGROUND INFORMATION:

This is the annual renewal of Gold Buy and Jewelry Pawnbroker License in accordance with Act 273 of 1917. Gold Buy and Jewelry has been in business in Novi since 2005, receiving their first Pawnbroker license in 2012.

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

RECOMMENDED ACTION: Approval of Pawnbroker License renewal requested by Joseph Haddad, owner of Gold Buy and Jewelry, 41490 Grand River Avenue.

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

PAWNBROKER LICENSE APPLICATION
Act 273 of 1917

Business information:

Name of business: Gold Buy and Jewelry Inc

Business address: 41490 Grand River Ave Suite D

City: NOVI State: MI Zip: 48375 Phone number: 248-465-1118

Select the type of ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ Other: _____

Applicant information:

Name of applicant: Joseph S. Haddad

Applicant's home address: _____

City: _____ State: _____ Zip: _____ Phone number: _____

Applicant's driver's license number (attach copy): _____

Applicant's: Height _____ Weight _____ Sex _____

Date of Birth _____ Hair Color _____ Eye Color _____

Two previous addresses prior to the present address:

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

1) Name: Labieb Ansara
   Address: _____
2) Name: Susan Haddad
   Address: _____
3) Name: Stephen Barker
   Address: _____

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

Name of employee: n/a Date of birth: _____

Employee's home address: _____

City: _____ State: _____ Zip: _____ Phone number: _____

Employee's driver's license number (attach copy): _____

Name of employee: n/a Date of birth: _____

Employee's home address: _____

City: _____ State: _____ Zip: _____ Phone number: _____

Employee's driver's license number (attach copy): _____

Pg1 MT

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

Here at Gold Buy and Jewelry, The Haddad Family are established business owners dating from 1987, experienced in the jewelry and Preacious Gem field. Doing business in NAVI since 2005. We obtained a Pawn Broker licence in 2012, with the recent higher demand of Loans. We are reapplying for the Licence that we did not renew.
We enjoy the city of navi and all the support over the years. We would like to continue growth and success here. Also to provide excellent, safe, friendly services to our customers.

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

N/A
(No history to Business or Any Applicants)

Pg2 MT

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

We currently are registered on the state compliant website Leads online. We complelely register any transaction that goes through our store. All our records are always available to the Local Police at any time. We are in full support to assist in stopping any crime around our city.

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

- [x] A copy of the front and back of the applicant's current driver's license.
- [ ] Not Req. Two front-faced portrait photographs taken within 30 days of the date of application, at least two inches by two inches in size.
- [ ] None "Pawnbroker Application for Additional Employee" form for each employee and a copy of the employee's current driver's license.
- [x] $250 non-refundable application fee
- [x] Attach one of the following:
  - Articles of Incorporation
  - Partnership Agreement
  - Articles of Incorporation
- [x] Before issuance of the license, the applicant shall give a bond to the Treasurer's Office in its corporate name, in the penal sum of $3,000.00, with at least 2 sureties, conditioned for the faithful performance of the duties and obligations pertaining to the conduct of the business and for the payment of all costs and damages incurred by any violation of this act. The governmental unit shall approve the bond.

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

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

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

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

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

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

Signature of applicant

Joseph S. Haddad
Printed name and title
president

Subscribed and sworn before me, this 17th day of December, 2024

Notary public
Oakland County, Michigan

My commission expires: 09-11-2025

MICHAEL TREPPA
Notary Public - State of Michigan
County of Oakland
My Commission Expires Sep 11, 2025
Acting in the County of Oakland

Notary does not certify attached documents

For office use only

Receipt number: _____

- [x] Copy of applicant's driver's license
- [ ] Additional Employee Forms & Driver's Licenses NONE
- [x] Criminal History Statement
- [x] Business History Statement
- [ ] Two Photographs Not Req
- [x] Equipment Statement
- [x] BOND
- [x] Articles of Incorporation OR Partnership Agreement OR Articles of Incorporation

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-04-2012

Employer Identification Number:
45-4151720

Form: SS-4

Number of this notice: CP 575 A

GOLD BUY AND JEWELRY INC
% GOLD BUY
41490 GRAND RIVER AVE STE D
NOVI, MI 48375

248-465-1118

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-4151720. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 03/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

cityofnovi.org

Receipt: 13476 12/17/24

Page

The sum of: **$250.00**

GOLD BUY AND JEWELRY INC.

41490 GRAND RIVER AVE, STE D
NOVI MI 48375

PAWNBKR		**250.00**
	Total	**250.00**

TENDERED:	**CHECKS**	**152**		**250.00**

Signed: _____

MEMORANDUM

TO: CORTNEY HANSON, CITY CLERK

FROM: ERICK W. ZINSER
DIRECTOR OF PUBLIC SAFETY / CHIEF OF POLICE

INITIATED BY: MICHAEL BENDER, DETECTIVE MB

SUBJECT: PAWNBROKER LICENSE APPLICATION-
GOLD BUY AND JEWELRY INC.

DATE: JANUARY 7, 2025

ORGANIZATION:
Gold Buy and Jewelry Inc.

APPLICANT:
Joseph S. Haddad

INFORMATION:
The Novi Police Department received this request from the Novi City Clerk's Office to review a Pawnbroker License application for Gold Buy and Jewelry Inc.

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

MEMORANDUM

TO: Melissa Morris, Deputy City Clerk

FROM: Alan Hall, Deputy Director of CD ASH

SUBJECT: GOLD BUY AND JEWELRY INC

DATE: 01/13/25

The property located at **41490 GRAND RIVER AVE D** has received a Special Inspection permit **(PSI24-0102)** for the purpose of:

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

The Community Development Department has the following recommendation:

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

Conditions:

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

Thank you!

December 20, 2024

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

FROM: Acting Fire Marshal – Andrew Copeland

SUBJECT: -Renewal of Pawnbroker License –
Gold Buy and Jewelry Inc

A fire inspection has been conducted at the above business located at 41490 Grand River, Novi MI 48375 and the business has been found to be in compliance with the adopted fire prevention code. Renewal of the Pawnbroker License for 2025 is recommended.

CITY COUNCIL

Mayor
Justin Fischer

Mayor Pro Tem
Laura Marie Casey

Dave Staudt

Brian Smith

Ericka Thomas

Matt Heintz

City Manager
Victor Cardenas

City Clerk
Cortney Hanson

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

cityofnovi.org

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Consideration for Approval of Zoning Map Amendment 18.751, a City-Initiated Rezoning of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light industrial, since the Keford Collision and Towing PRO Plan and Agreement are now expired. **SECOND READING**

SUBMITTING DEPARTMENT: Community Development, Planning

KEY HIGHLIGHTS:

- Keford Collision and Towing's Planned Rezoning Overlay (PRO) Plan and Agreement have been abandoned, and a new owner has acquired the property with plans for uses of the front building that are consistent with I-1, Light Industrial District.
- The PRO ordinance states that if the planned development has not commenced within 2 years, the rezoning and concept plan becomes void. If this happens, the City shall initiate a rezoning of the property.
- The Planning Commission held a public hearing on the rezoning request at the March 12, 2025 meeting and forwarded a recommendation to City Council to rezone the subject property back to I-1, Light Industrial.

BACKGROUND INFORMATION:

City staff have initiated the rezoning of the previously approved Keford Collision and Towing Planned Rezoning Overlay (PRO) in order to return the subject property back to I-1 (Light Industrial) from I-2 (General Industrial) with a PRO Plan and Agreement.

In 2019, Keford Collision and Towing, received City Council approval for a Zoning Map amendment for 7.61-acre property on the south side of Grand River Avenue between Taft Road and Novi Road (Section 15) from I-1 (Light Industrial) to I-2 (General Industrial) with a Planned Rezoning Overlay (PRO). The subject property contains two existing buildings; Keford had proposed to use the larger building (23,493 square feet) for an auto body collision repair shop and related offices, along with an accessory use of car rental services. In addition to the indoor uses, the PRO plan allowed for up to 160 spaces in an enclosed yard in the rear yard for storage of towed vehicles.

The PRO ordinance provides that if the development has not commenced within two years, the rezoning and the PRO concept plan expires and the agreement becomes

void. The ordinance goes on to state that if the PRO expires,

> *The City will initiate a new rezoning of the property to a reasonable district classification in accordance with the procedure provided by law for rezonings in cities. Until such time as a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued.*

Keford Collision and Towing's project never moved forward and the property was sold to new owners who have found a tenant that is compatible with the I-1, Light Industrial Zoning District, subject to Special Land Use consideration. City staff believe that the I-1 District is appropriate for this parcel, as noted in the attached rezoning review letter, and for the reasons provided in the recommended motion, below.

PLANNING COMMISSION
The Planning Commission held a Public Hearing on the City-initiated rezoning request on March 12, 2025 and recommended approval to the City Council. The Planning Commission meeting minutes are attached.

CITY COUNCIL
The City Council considered the City-initiated rezoning request on May 19, 2025 and approved the First Reading.

RECOMMENDED ACTION: Approval of Zoning Map Amendment 18.751, a City-Initiated rezoning of 45241 Grand River Avenue to rezone from I-2 General Industrial to I-1 Light Industrial. **SECOND READING**

This motion is made for the following reasons:

1. The previously approved rezoning of this property with a PRO Agreement and concept plan was abandoned when the Keford Collision and Towing went out of business. Given that more than 2 years have elapsed, the rezoning and PRO concept plan have expired, and the agreement is void. The PRO Ordinance states that the City will initiate a new rezoning of the property to a reasonable district classification. The proposed rezoning returns the property to the I-1, Light Industrial district that existed previously.
2. The rezoning is consistent with the recommendations of the Future Land Use Map.
3. The rezoning is consistent with zoning to the north, east, and west.
4. 4The rezoning is not expected to negatively impact public utilities or traffic in the area.
5. The rezoning fulfills objectives of the Master Plan for Land Use by fostering a favorable business climate and attracting new businesses to the City.

MAPS

Location

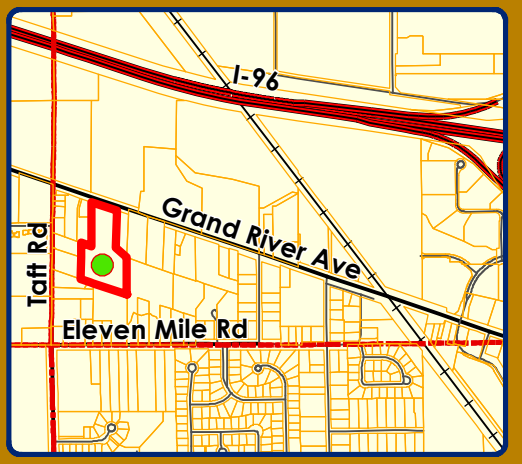
Zoning

Future Land Use

Natural Features

City-Initiated Rezoning of 45241 Grand River Avenue 18.751

LOCATION



Legend

Subject Area

City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Dan Commer
Date: 3/7/25
Project: 45241 Grand River Avenue
City-initiated Rezoning from I-2 to I-1
Version #: 1

Feet
0 40 80 160 240

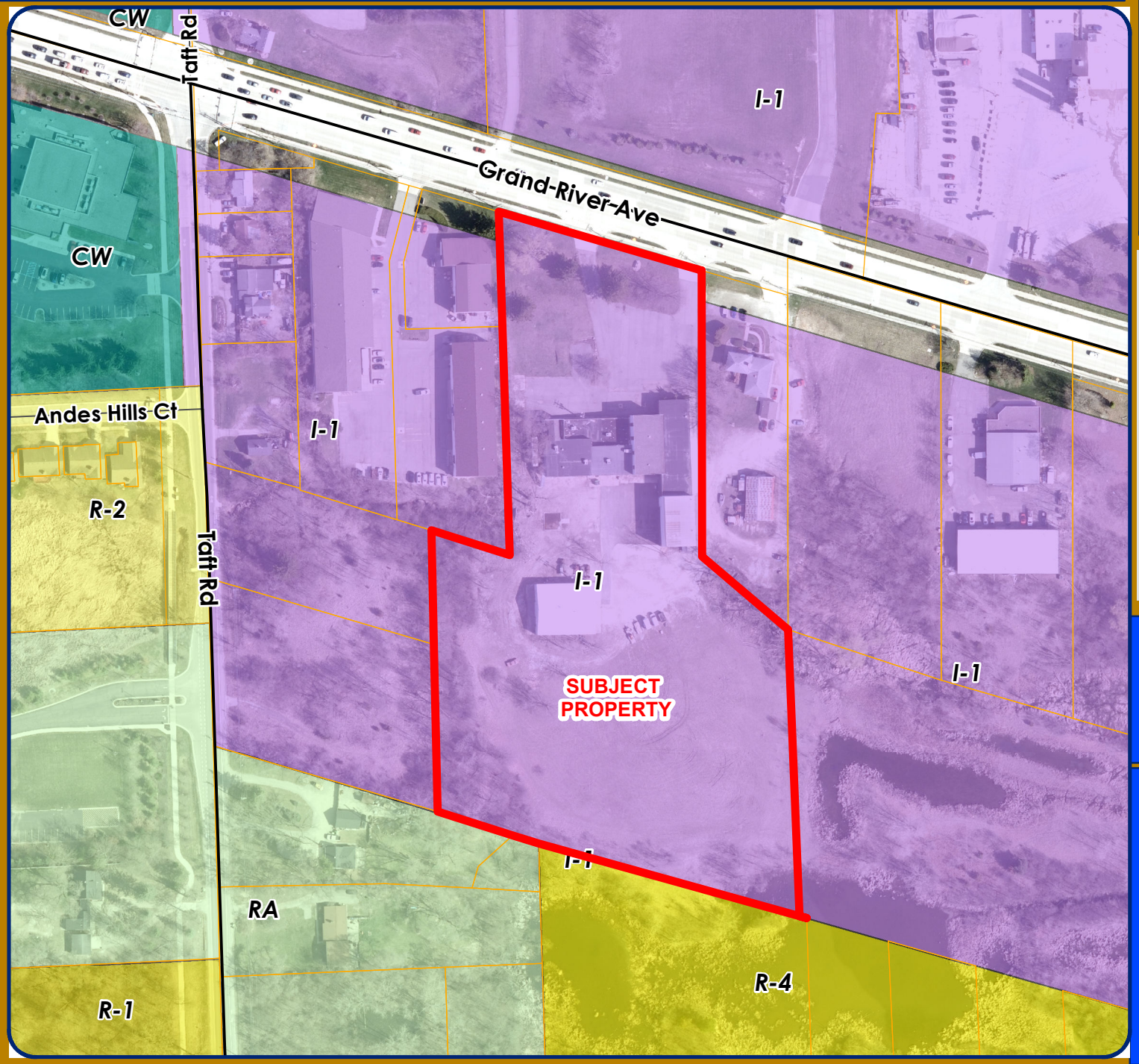
1 inch = 200 feet

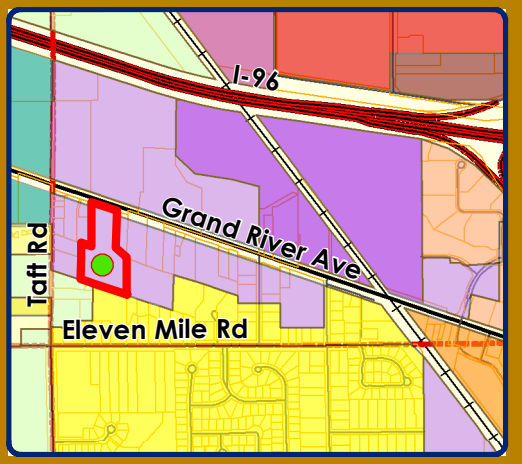
MAP INTERPRETATION NOTICE

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

City-Initiated Rezoning of 45241 Grand River Avenue 18.751

ZONING





Legend

- R-A: Residential Acreage
- CW: City West
- R-1: One-Family Residential District
- R-2: One-Family Residential District
- R-4: One-Family Residential District
- I-1: Light Industrial District
- Subject Area

City of Novi
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Dan Commer
Date: 3/7/25
Project: 45241 Grand River Avenue
City-initiated Rezoning from I-2 to I-1
Version #: 1

Feet
0 40 80 160 240

1 inch = 200 feet

MAP INTERPRETATION NOTICE

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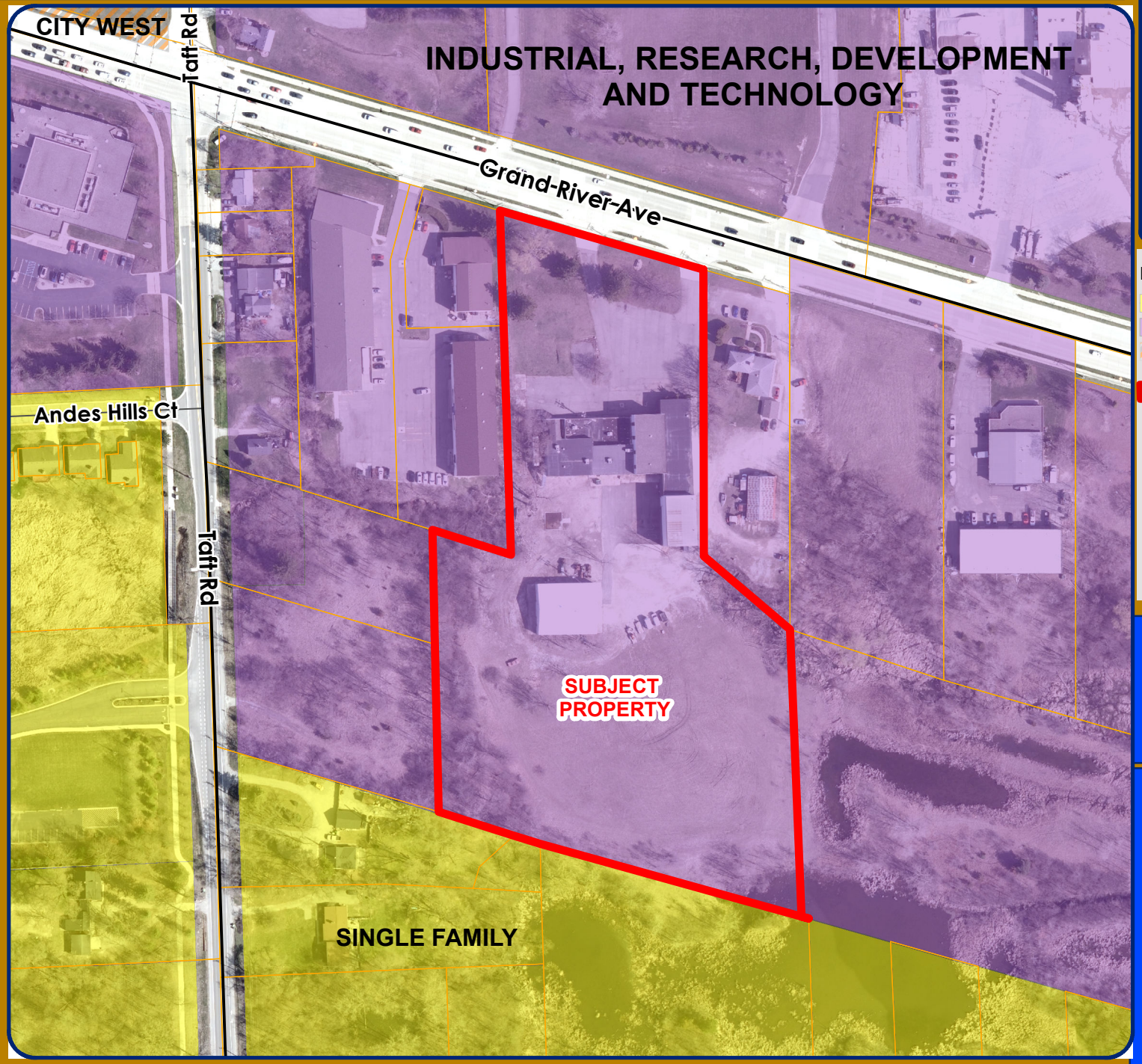
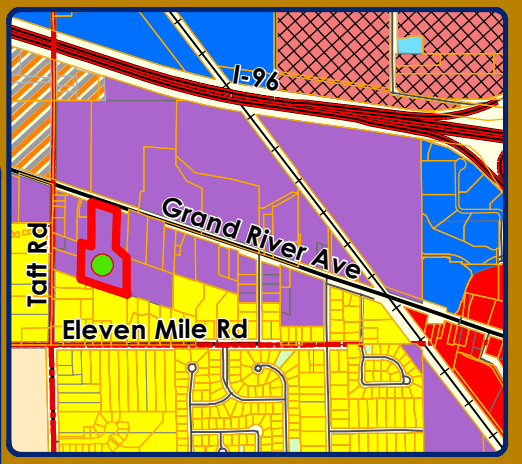
City-Initiated Rezoning of 45241 Grand River Avenue 18.751

FUTURE LAND USE





Legend

- Single Family
- Industrial, Research, Development and Technology
- City West
- Subject Area

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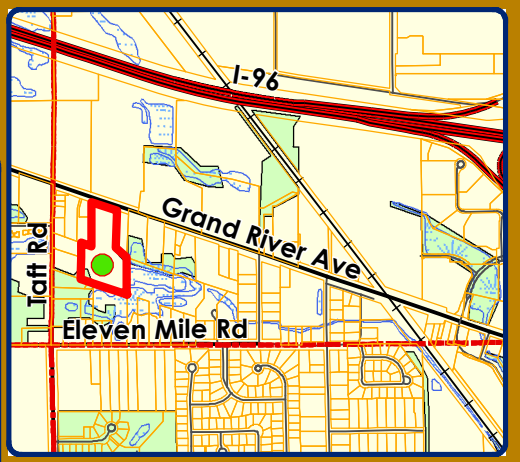
City-Initiated Rezoning of 45241 Grand River Avenue 18.751

NATURAL FEATURES



Legend

- Wetlands
- Woodlands
- Subject Area

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PLANNING REVIEW

PLAN REVIEW CENTER REPORT

March 5, 2025

Planning Review

45241 Grand River Avenue
Rezoning 18.751

PETITIONER

City of Novi

REVIEW TYPE

Rezoning Request from I-2 (General Industrial) to I-1 (Light Industrial)

PROPERTY CHARACTERISTICS

Section	15	
Site Location	45241 Grand River Avenue (22-15-351-012)	
Site School District	Novi School District	
Current Site Zoning	I-2 General Industrial	
Proposed Site Zoning	I-1 Light Industrial	
Adjoining Zoning	North	I-1 Light Industrial
	East	I-1 Light Industrial
	West	I-1 Light Industrial
	South	R-4 and RA: One Family Residential
Current Site Use	Vacant manufacturing facility	
Adjoining Uses	North	Premier Relocations
	East	Maywood Estates Corporate Office
	West	Sherwin-Williams Commercial Paint Store
	South	City Regional Detention Pond and Single-Family Homes
Site Size	7.61 Acres	

PROJECT SUMMARY

City staff have initiated the rezoning of the previously approved Keford Collision and Towing Planned Rezoning Overlay (PRO) in order to return the subject property back to I-1 (Light Industrial) from I-2 (General Industrial) with a PRO Plan and Agreement.

In 2019, the petitioner, Keford Collision and Towing, received City Council approval for a Zoning Map amendment for 7.61 acre property on the south side of Grand River Avenue between Taft Road and Novi Road (Section 15) from I-1 (Light Industrial) to I-2 (General Industrial) with a Planned Rezoning Overlay (PRO). The subject property contains two existing buildings which are currently unoccupied. The applicant had proposed to use the larger building (23,493 square feet) for an auto body collision repair shop and related offices, along with an accessory use of car rental services. The potential use for the out-building (5,703 square feet) was a small tool and die shop. In addition to the indoor uses, the applicant proposed to use up to 160 spaces in an enclosed yard in the rear yard for storage of towed vehicles.

Keford Collision and Towing's project never moved forward, the property was sold to another owner, the approved PRO has now expired, and with advice from the City Attorney, staff is now in the process of formally rezoning the property back to I-1, Light Industrial, as it was zoned prior to the approval of the PRO request.

PRO OPTION

The PRO option creates a "floating district" with a conceptual plan attached to the rezoning of a parcel. As part of the PRO, the underlying zoning is proposed to be changed (in this case from I-1 to I-2) and the applicant enters into a PRO agreement with the City, whereby the applicant submits a conceptual plan for development of the site. The City Council reviews the Concept Plan, and if the plan may be acceptable, it directs for preparation of an agreement between the City and the applicant, which also requires City Council approval. Following final approval of the PRO concept plan and PRO agreement, the applicant will submit for Preliminary and Final Site Plan approval under standard site plan review procedures. The PRO runs with the land, so future owners, successors, or assignees are bound by the terms of the agreement, absent modification by the City of Novi.

However, the PRO ordinance provides that if the development has not commenced within two (2) years, the rezoning and PRO concept plan expires and the agreement becomes void. The ordinance then goes on to state that of the PRO expires, "The City will initiate a new rezoning of the property to a reasonable district classification in accordance with the procedure provided by law for rezonings in cities. Until such time as a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued."

The rezoning and PRO are now void and the current property owner wishes to use the property for light industrial uses that are consistent with the I-1 zoning district, subject to Special Land Use consideration; City staff also believes that the I-1 District is the appropriate one for this parcel.

MASTER PLAN FOR LAND USE

The Future Land Use Map of the 2016 City of Novi Master Plan for Land Use identifies this property and properties adjacent to north, east, and west as Light Industrial. Properties to the south are identified as single-family residential.

The proposal would follow objectives listed in the Master Plan for Land Use including the following:

> **General Goal: Economic Development**
> Objective: Retain and support the growth of existing businesses and attract new businesses to the City of Novi. **The rezoning will to I-1, Light Industrial will allow the new owner to seek approval of new uses for the property, as a Special Land Use.**

LAND USE AND ZONING: FOR SUBJECT PROPERTY AND ADJACENT PROPERTIES

The following table summarizes the zoning and land use status for the subject property and surrounding properties.

Zoning		Existing Land Use	Master Plan Land Use Designation
Subject Property	Proposed: I-1 Light Industrial	Vacant manufacturing facility	Industrial Research Development and Technology (uses consistent with I-1 Zoning District)
Northern Parcels (across Grand River Ave.)	I-1 Light Industrial	Premier Relocations	Industrial Research Development and Technology (uses consistent with I-1 Zoning District)

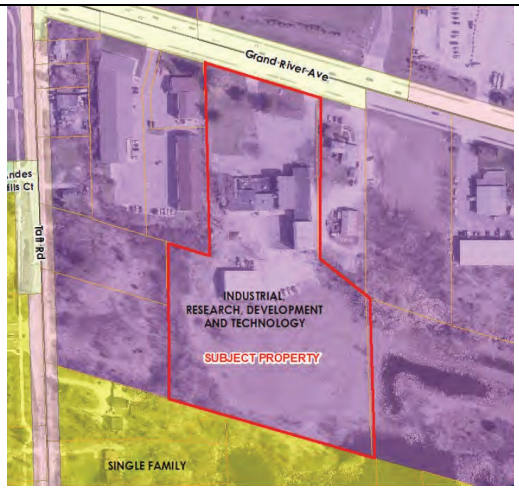
Eastern Parcels	I-1 Light Industrial	Maywood Estates Corporate Office	Industrial Research Development and Technology (uses consistent with I-1 Zoning District)
Western Parcels	I-1 Light Industrial	Sherwin-Williams Commercial Paint Store	Industrial Research Development and Technology (uses consistent with I-1 Zoning District)
Southern Parcels	R-4 and RA: One Family Residential	City Regional Detention Pond and Single-Family Homes	Single Family Residential with a density of 1.6 Dwelling Units per Acre

Compatibility with Surrounding Land Use

The surrounding land uses are shown in the above chart. The compatibility of the proposed rezoning with the zoning and uses on the adjacent properties should be considered by the Planning Commission in making its recommendation to City Council on the rezoning request.

The subject property is surrounded by similar intensity uses to the north, east and northwest as noted in the table above. The southern property line is approximately 525 feet long. Of which, about 377 feet property abuts residential zoned area, but is being used for citywide regional detention. The rest of the property, about 148 feet, abuts single family lots.

Natural Features Map



Future Land Use

Location

RECOMMENDATION

Approval of the ***Rezoning is recommended*** for the following reasons:

- The rezoning fulfills objectives of the Master Plan for Land Use by fostering a favorable business climate and growth of an existing business and is consistent with the recommendations of the Future Land Use Map.
- The rezoning will be consistent with zoning to the north, east, and west.
- The rezoning provides an opportunity to utilize a vacant parcel.
- The rezoning is not expected to negatively impact public utilities or traffic in the area.

NEXT STEP: PLANNING COMMISSION MEETING

This City-initiated rezoning request is scheduled to go before the **Planning Commission at a public hearing on March 12, 2025** for consideration and recommendation to the City Council.

Questions concerning the above review or the process in general may be directed to 248.735.5607 or dcommer@cityofnovi.com

Dan Commer

Dan Commer, *AICP* – Planner

3-12-2025 PLANNING COMMISSION MEETING MINUTES

d. **Landscape waiver for deficiency in interior parking lot landscape areas and trees, and is supported by staff, which is hereby granted;**

e. **Landscape waiver for lack of accessway perimeter trees along east side of building, and is supported by staff, which is hereby granted;**

f. **Landscape waiver for deficiency in building foundation landscaping, and is supported by staff, which is hereby granted;**

g. **Contingent on the applicant correcting the plans to remove the unsupported waiver for deficiency in in parking lot perimeter trees by planting two canopy trees on the south side of the building, outside of the sanitary easement;**

h. **Planning Commission waiver for the lack of curbed and landscaped end islands at the back of the building, with the applicant proposing painted end islands only, *due to projected low traffic circulation in this area;***

i. **Contingent on the applicant obtaining a woodland fence guarantee prior to Final Site Plan review and adding the cost to stake, install, and remove the tree protection fending to the Woodland Plan;**

j. **The findings of compliance with Ordinance standards in the staff and consultant review letters and the remaining items listed in those letters being addressed on the Electronic Stamping Set.**

This motion is made because the plan is otherwise in compliance with Article 3, Article 4, and Article 5 of the Zoning Ordinance and all other applicable provisions of the Ordinance. *Motion carried 5-0.*

ROLL CALL VOTE TO APPROVE JSP24-05 WADE ONE – HELIOS PRELIMINARY SITE PLAN MOVED BY MEMBER BECKER AND SECONDED BY MEMBER RONEY. *Motion carried 5-0.*

4. **<u>CITY-INITIATED REZONING OF 45241 GRAND RIVER AVENUE 18.751</u>**
   Public hearing for Planning Commission's recommendation to City Council regarding the City-initiated request to rezone property in Section 15, located on the south side of Grand River Avenue, east of Taft Road from I-2 (General Industrial) to I-1 (Light Industrial). The subject property is approximately 7.61 acres.

Staff Planner Commer stated City staff have initiated the rezoning of the property at 45241 Grand River Avenue that had previously been approved for the Keford Collision and Towing Planned Rezoning Overlay. This is being done in order to officially return the subject property back to the I-1 (Light Industrial) zoning district. The property is located on the south side of Grand River, east of Taft Road.

Mr. Commer stated in 2019, the previous petitioner, Keford Collision and Towing, received City Council approval for a Zoning Map amendment for this 7.61 acre property on the south side of Grand River Avenue between Taft Road and Novi Road from I-1 (Light Industrial) to I-2 (General Industrial) with a Planned Rezoning Overlay. The subject property contains two existing buildings. The applicant at that time, Keford Towing had proposed to use the larger building for an auto body collision repair shop and related offices, along with an accessory use of car rental services. The potential use for the second building was a small tool and die shop. In addition to the indoor uses, Keford proposed to use up to 160 spaces in an enclosed yard in the rear yard for storage of towed vehicles.

The PRO ordinance provides that if the development has not commenced within two years, the rezoning and PRO concept plan expires and the agreement becomes void. The ordinance then goes on to state that if the PRO expires, "The City will initiate a new rezoning of the property to a reasonable district

classification in accordance with the procedure provided by law for rezonings in cities. Until such time as a new zoning district classification of the property has become effective, no development shall be undertaken or permits for development issued."

Keford Collision and Towing's project never moved forward. The property was sold to another owner, and the approved rezoning and PRO Concept plan has now expired. With advice from the City Attorney, staff is now in the process of formally rezoning the property back to I-1, Light Industrial, that will be consistent with the zoning prior to the approval of the PRO request.

As you know from the earlier agenda item, the current property owner wishes to use the property for light industrial uses that are consistent with the I-1 zoning district, subject to Special Land Use consideration. City staff also believe that the I-1 District is the appropriate one for this parcel.

Staff recommends approval of the City-initiated rezoning to allow the property to revert to the Light Industrial district for the reasons listed in the suggested motion. Staff is available for any questions.

Acting Chair Avdoulos opened the Public Hearing and invited members of the audience who wished to participate to approach the podium. Seeing no one, Acting Chair Avdoulos closed the Public Hearing and turned the matter over to the Planning Commission for consideration.

Member Becker thanked Planner Commer for the explanation of the City Initiated Rezoning of 45241 Grand River Avenue.

Member Dismondy stated he was in support.

Member Verma stated he had no comment.

Member Roney stated he has no comment.

Acting Chair Avdoulos stated he was in agreement and had no further comment.

Motion to recommend approval to City Council to rezone the subject property from I-2 (General Industrial to I-1 (Light Industrial) made by Member Becker and seconded by Member Roney.

In the matter of Zoning Map Amendment 18.751, motion to recommend approval to City Council to rezone the subject property from I-2 (General Industrial) to I-1 (Light Industrial) for the following reasons:

1. **The previously approved rezoning of this property with a PRO Agreement and concept plan was abandoned when the Keford Collision and Towing went out of business. Given that more than 2 years have elapsed, the rezoning and PRO concept plan have expired, and the agreement is void. The PRO Ordinance states that the City will initiate a new rezoning of the property to a reasonable district classification. The proposed rezoning returns the property to the I-1, Light Industrial district that existed previously.**
2. **The rezoning is consistent with the recommendations of the Future Land Use Map.**
3. **The rezoning is consistent with zoning to the north, east, and west.**
4. **The rezoning is not expected to negatively impact public utilities or traffic in the area.**
5. **The rezoning fulfills objectives of the Master Plan for Land Use by fostering a favorable business climate and attracting new businesses to the City.**

VOICE VOTE ON MOTION TO RECOMMEND APPROVAL TO THE CITY COUNCIL TO REZONE THE SUBJECT PROPERTY FROM I-2 (GENERAL INDUSTRIAL) TO I-1 (LIGHT INDUSTRIAL) MADE BY MEMBER BECKER AND SECONDED BY MEMBER RONEY. ***Motion carried 5-0.***

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of a Resolution to close Ten Mile Road from the Civic Center to Taft Road, and Taft Road from 10 Mile to 9 Mile for the Festival of Chariots from 11:45 AM to 1:45 PM on Sunday, July 20, 2025.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- The route for the annual Festival of Chariots Parade is the same as previous years
- The RCOC has already issued an annual permit allowing use of County roadways for civic events, requiring only adoption of this affiliated Resolution agreeing to its terms

BACKGROUND INFORMATION:

The International Society for Krishna Consciousness (ISKCON) will present their annual Rath Yatra (Festival of Chariots) Parade on Sunday, July 20, 2025. The parade will leave the Civic Center campus at 11:45 AM and end at Fuerst Park approximately 1:45 PM. As in previous years, they are requesting to close portions of Ten Mile Road and Taft Road intermittently throughout this timeframe. The parade will begin at the Novi Civic Center at 45175 Ten Mile Road and proceed west on Ten Mile Road to Taft Road, south on Taft Road to Nine Mile Road, turn around and enter Fuerst Park through the staff lot at the high school to end at Fuerst Park. This is a private rental event that is open to the public at no cost.

The Road Commission for Oakland County (RCOC) has issued an Annual Permit Number 64939 (that is valid through December 31, 2026) to the City allowing use of the roadways under County jurisdiction for civic events. The permit is predicated upon the adoption of an Authorizing Resolution by the Novi City Council approving the event and agreeing to the terms of the permit. Permit requirements include hold harmless and indemnity and represents the Board of Road Commissioners against any and all claims for bodily injury or property damage, or any other claim related to the Parade.

Ten Mile Road is under the jurisdiction of the RCOC. Approval of the attached resolution is required as part of RCOC Permit Number 64939.

RECOMMENDED ACTION: Approval of a Resolution to close Ten Mile Road from the Civic Center to Taft Road, and Taft Road from 10 Mile to 9 Mile for the Festival of Chariots from 11:45 AM to 1:45 PM on Sunday, July 20, 2025.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION AUTHORIZING 2025 FESTIVAL OF CHARIOTS ON TEN MILE ROAD

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on June 2, 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 Festival of Chariots event, presented by the International Society for Krishna Consciousness (ISKCON) of Detroit, will take place on Sunday, July 20, 2025, at 11:45a.m. to 1:45 p.m.; and

WHEREAS; the parade will begin at the Novi Civic Center at 45175 Ten Mile Road and proceed west on Ten Mile Road to Taft Road, south on Taft Road to Nine Mile Road, turn around and enter Fuerst Park through the staff lot at the high school to end at Fuerst Park; and

WHEREAS; the City of Novi has been issued an annual permit, that is valid through December 31, 2026, permit number 64939, by the Road Commission for Oakland County to conduct civic events on roads under the jurisdiction of RCOC; and

WHEREAS; the validity of the permit is conditioned upon adoption of an Authorizing Resolution by the Novi City Council for the event and a statement agreeing to the terms of the permit.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Novi hereby support and authorize the 2025 Festival of Chariots event and will fulfill all permit requirements, hold harmless, indemnify, and represent the Board of Road Commissioners against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the 2025 Festival Chariots.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

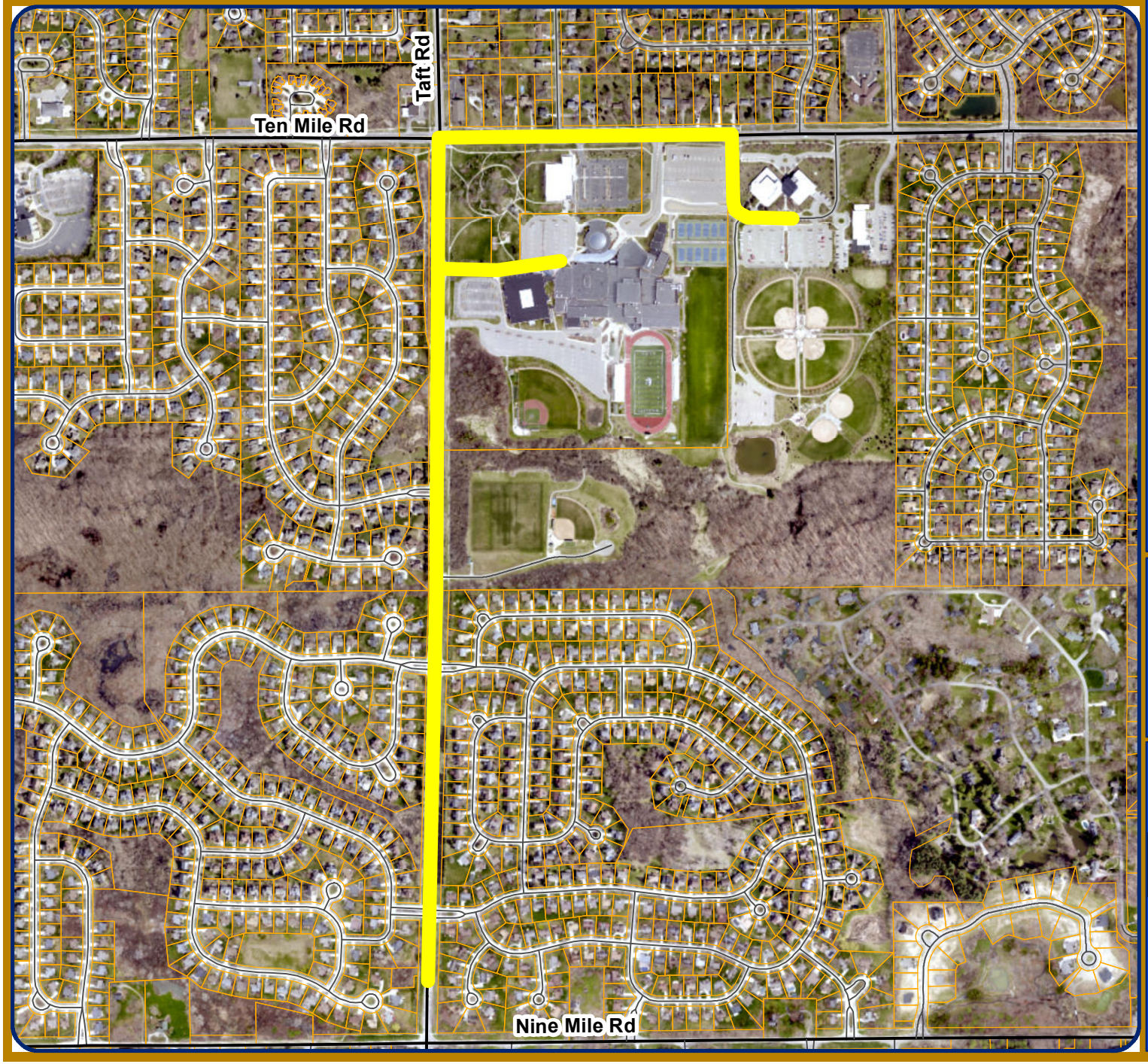
CERTIFICATION

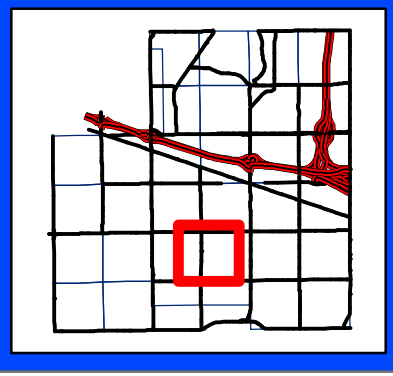
I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 2nd day of June 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

2025 Festival of Chariots

Road Closure Map PRCL25-012





Map Legend

- Freeway
- Major Streets
- Minor Streets
- Railroad
- Tax Parcels
- Road Closure Location

Feet

0 210 420 840 1,260

1 inch = 840 feet

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

Map Author: Jeff Van Curler
Date: 5/13/2025
Project: PRCL25-012 Version #: 1.0

Amended By:
Date:
Department:

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ROAD CLOSURE PERMIT FOR BLOCK PARTIES AND PARADES

Permit No.: **PRCL25-012**
Issue Date:

Upon the request of **Naimish Patel**, authorized representative of **Festival of Chariots** and in accordance with the provisions of the Code of Ordinances of the City of Novi, Michigan Section 33-52, Parades and Processions in the Uniform Traffic Code, and Section 31-9, Road Closures, a permit to temporarily close **Ten Mile Rd. & Taft Rd.** for the purpose of a **2025 Festival of Chariots** is granted as follows:

> **Ten Mile closed from 11:45am to 12:00pm. Taft Rd. between 10 Mile Rd. & 9 Mile Rd. closed until approximately 1:45pm.**

Reason for Closure: Festival of Chariots

Applicant: Naimish Patel

Name of Street: Ten Mile Rd. & Taft Rd.

Date of Closure: 7/20/2025

Time: 11:45am – 1:45pm

If the applicant needs barricades, barrels, or cones for the event, the applicant MUST contact DPW Field Operations at 248-735-5640 at least 7 business days prior to the event to make the request and coordinate locations.

Approved by:

_____
Ben Croy, City Engineer

cc: Erick Zinser, Director of Public Safety/Chief of Police
John Martin, Fire Chief
Scott Beatens, Assistant Police Chief
Todd Seog, Assistant Fire Chief
Kristie Gruenwald, Police Commander
Robert Maner, Police Commander
Damon Parnell, Deputy Director of Communications
Matt Wiktorowski, Field Operations Manager

Aaron Staup, Construction Engineer

BOARD OF COUNTY ROAD COMMISSIONER, OAKLAND COUNTY, MICHIGAN
2420 PONTIAC LAKE ROAD - WATERFORD, MI 48328
REFER ALL INQUIRIES TO DEPARTMENT OF CUSTOMER SERVICES - PERMITS (248) 858-4835

	$	0.00
Const. Bond:	$	0.00
Permit Fee:	$	0.00
Deposit:	$	0.00
Est. Insp. Fee:	$	0.00
Paint Fee:	$	0.00
Sign Fee:	$	0.00
Signal Fee:	$	0.00

Application No: 23-2040

Permit No: 64939

This permit is issued on the condition that lincesees and any persons working under the authority of this permit shall comply with the requirements of Act 53 of the P.A. of 1974.

CALL MISS DIG BEFORE YOU DIG
PHONE: (248) 647-7344

01/06/2024

Received of **NOVI, CITY OF** to be applied in accordance with the terms of below permit. **BOARD OF COUNTY ROAD COMMISSIONERS, Oakland County, Michigan**

_____ by: _____ Deputy Secretary-Clerk

Subject to the conditions on the reverse side hereof and the application on file, permission is granted by the Board of County Road Commissioners, Oakland County, Michigan hereinafter referred to as the Board, to:

NOVI, CITY OF
45175 W 10 MILE ROAD NOVI, MI 48375 248-347-0460, hereinafter referred to as the Licensee.

This is a permit to:

CONDUCT PARADES AND OTHER COMMUNITY EVENTS OR INSTALL BANNERS, AT TIMES AND LOCATIONS AS APPROVED BY LOCAL MUNICIPALITY RESOLUTION. THE LOCAL MUNICIPALITY SHALL PROVIDE FOR ALL TRAFFIC CONTROL INCLUDING SIGNS, BARRICADES AND POLICE CONTROL OF TRAFFIC. THE MUNICIPALITY SHALL NOTIFY THE ROAD COMMISSION IN ADVANCE AND PROVIDE A COPY OF RESOLUTIONS AUTHORIZING THE PARADE, COMMUNITY EVENT, OR BANNER. THE WORDING ON BANNERS SHALL BE APPROVED BY RESOLUTION OF THE LOCAL MUNICIPALITY AND SHALL NOT ADVERTISE FOR A PRIVATE BUSINESS OR BE POLITICAL IN NATURE. BANNERS SHALL BE INSTALLED AT A HEIGHT AND LOCATION THAT MEETS RCOC SPECIFICATIONS AND GUIDELINES.
THE DISTANCE BETWEEN THE BOTTOM OF THE BANNER AND THE SURFACE OF THE ROAD SHALL BE NO LESS THAN 18 FEET AND THE BANNER SHALL BE LOCATED SO THAT IT CAUSES NO VISUAL OBSTRUCTION WITH TRAFFIC SIGNALS OR OTHER TRAFFIC CONTROL DEVICES.

SUBCONTRACTORS AND ANY OTHER PARTIES WORKING ON BEHALF OF THE MUNICIPALITY SHALL BE MADE AWARE OF THE TERMS OF THE PERMIT.

ALL BILLINGS FOR INSPECTION FEES AND WORK PERFORMED BY THE RCOC AS A RESULT OF THESE ACTIVITIES SHALL BE BILLED TO THE MUNICIPALITY.

All construction shall be in accordance with the attached approved plan and application on file for:

NOVI, CITY OF

as prepared by CITY OF NOVI

and with the RCOC Supplementary Permit Specifications as follows:
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED PLAN AND APPLICATION ON FILE AND WITH THE ROAD COMMISSION FOR OAKLAND COUNTY PERMIT RULES, SPECIFICATIONS, AND GUIDELINES DATED MARCH 14, 2013.

This permit is granted for the period

Commencing 01/06/2024

and ending 12/31/2026

NOVI VARIOUS
BOARD OF COUNTY ROAD COMMISSIONERS, Oakland County, Michigan Department of Customer Services - Permits

By: Simon Tamir

In consideration of the granting of this permit, the undersigned Licensee hereby agrees to abide by and confrom with all of the terms and conditions herein set forth or incorporated herein by reference. (SEE APPLICATION AND REVERSE SIDE FOR CONDITIONS OF PERMIT.)

By: X Matthew T. Wiktorowski

01/06/2024 NOVI, CITY OF

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of a Resolution to close the west bound lanes of Grand River Ave. between Taft Rd. and 46850 Grand River Ave for the 2025 "Moovin'thru the Midway 5K" from 7:30AM to 9:30AM on Saturday, August 30, 2025.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

KEY HIGHLIGHTS:

- "Moovin'thru the Midway 5K" is part of the annual Michigan State Fair activities
- The RCOC has already issued an annual permit allowing use of County roadways for civic events, requiring only adoption of this affiliated Resolution agreeing to its terms

BACKGROUND INFORMATION:

The Suburban Collection Showplace is including a 5K Run as part of the Michigan State Fair on Saturday, August 30, 2025. The runners will leave the Suburban Collection Showplace campus at 7:30 AM and will proceed south on Taft Road to Grand River Avenue, west on Grand River Avenue to 46850 Grand River Avenue, and turn north to the Suburban Collection Showplace campus. They are requesting to close the westbound lane of Grand River Avenue during this timeframe. The remainder of the race takes place on the Suburban Collection Campus and therefore, the closure request ends at 9:30 AM.

The Road Commission for Oakland County (RCOC) has issued an Annual Permit Number 64939 (that is valid through December 31, 2026) to the City allowing use of the roadways under County jurisdiction for civic events. The permit is predicated upon the adoption of an Authorizing Resolution by the Novi City Council approving the event and agreeing to the terms of the permit. Permit requirements include hold harmless and indemnity and represents the Board of Road Commissioners against any and all claims for bodily injury or property damage, or any other claim related to the event.

Grand River Ave is under the jurisdiction of the RCOC. Approval of the attached resolution is required as part of RCOC Permit Number 64939.

RECOMMENDED ACTION: Approval of a Resolution to close west bound lanes of Grand River Avenue from Taft Rd to 46850 Grand River Avenue for the 2025 Michigan State Fair 5K Run from 7:30 AM to 9:30 AM on Saturday, August 30, 2024.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION AUTHORIZING MOOVIN' THRU THE MIDWAY 5K ON GRAND RIVER AVE.

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on June 2, 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 Michigan State Fair Moovin' thru the Midway 5k, presented by the Suburban Collection Showplace, will take place on Saturday, August 30, 2025 from 7:30 AM to 9:30 AM; and

WHEREAS; the 5K run will begin at the Suburban Collection Showplace at 46100 Grand River Avenue and proceed south on Taft Road to Grand River Avenue, west on Grand River Avenue to 46850 Grand River Avenue, and turn north to the Suburban Collection Showplace area.

WHEREAS; the City of Novi has been issued an annual permit, that is valid through December 31, 2026, permit number 64939, by the Road Commission for Oakland County to conduct civic events on roads under the jurisdiction of RCOC; and

WHEREAS; the validity of the permit is conditioned upon adoption of an Authorizing Resolution by the Novi City Council for the event and a statement agreeing to the terms of the permit.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Novi hereby support and authorize the 2025 Michigan State Fair Moovin' thru the Midway 5k and will fulfill all permit requirements, hold harmless, indemnify, and represent the Board of Road Commissioners against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the 2025 Michigan State Fair Moovin' thru the Midway 5K.

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 2nd day of June 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

Road Closure - 2025 Moovin thru the Midway 5k

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.

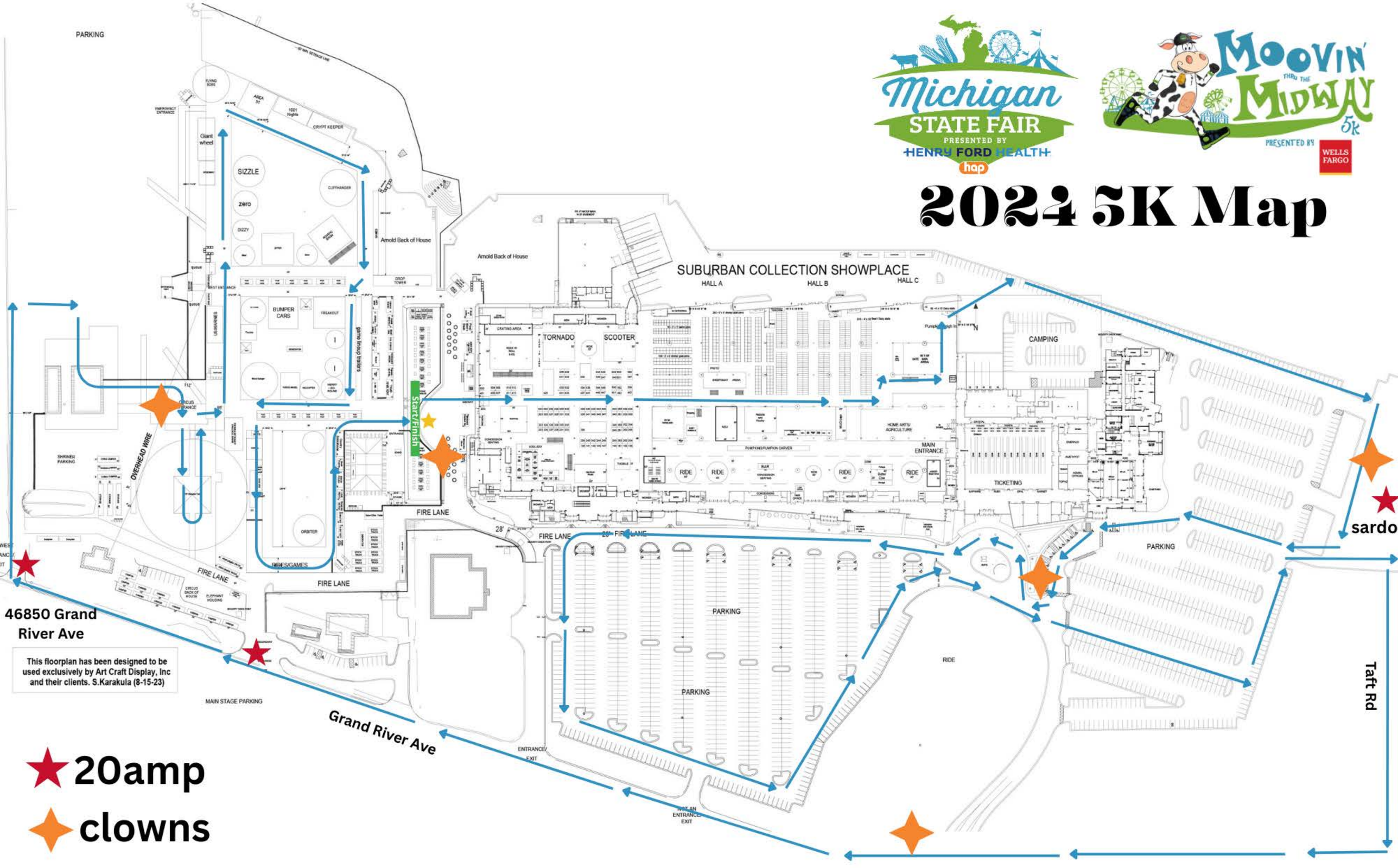
0 0.075 0.15 0.3 0.45 mi

1 inch = 752 feet

Map Print Date:
6/20/2024

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

2024 5K Map


PARKING
SIZZLE
zero
DIZZY
Giant wheel
CRYPT KEEPER
Arnold Back of House
BUMPER CARS
TREAKOUT
SUBURBAN COLLECTION SHOWPLACE
HALL A
HALL B
HALL C
TORNADO
SCOOTER
CAMPING
MAIN ENTRANCE
TICKETING
Start/Finish
FIRE LANE
OVERHEAD WIRE
ORBITER
RIDES/GAMES
PARKING
RIDE
sardo
46850 Grand River Ave
Grand River Ave
Taft Rd
MAIN STAGE PARKING
This floorplan has been designed to be used exclusively by Art Craft Display, Inc and their clients. S.Karakula (8-15-23)
20amp
clowns

ROAD CLOSURE PERMIT FOR BLOCK PARTIES AND PARADES

Permit No.: **PRCL25-015**
Issue Date:

Upon the request of **Michigan State Fair, LLC**, in accordance with the provisions of the Code of Ordinances of the City of Novi, Michigan Section 33-52, Parades and Processions in the Uniform Traffic Code, and Section 31-9, Road Closures, a permit to temporarily close **West bound lanes of Grand River Ave from Taft Rd to 46850 Grand River Ave** for the purpose of a **Moovin' thru the Midway 5k - 2025 michigan state fair** is granted as follows:

Applicant: The Michigan State Fair, LLC

Street Address: The right West bound lane of Grand River Ave at Taft Rd to 46850 Grand River Ave.

Name of street(s) requested for closure: West bound lanes of Grand River Ave at Taft Rd to 46850 Grand River Ave.

Date of Closure: Saturday, August 30th, 2025, From: 7:30am To: 9:30am

Notes/Special Requests: Would like to close one west-bound lane of Grand

River Ave for our "Moovin' thru the Midway 5K race".

If the applicant needs barricades, barrels, or cones for the event, the applicant MUST contact DPW Field Operations at 248-735-5640 at least 7 business days prior to the event to make the request and coordinate locations.

Approved by:

_____
Ben Croy, City Engineer

cc: Erick Zinser, Director of Public Safety/Chief of Police
John Martin, Fire Chief
Scott Beatens, Assistant Police Chief
Todd Seog, Assistant Fire Chief
Kristie Gruenwald, Police Commander
Jason Meier, Police Commander
Matt Wiktorowski, Field Operations Senior Manager
Aaron Staup, Construction Engineer

BOARD OF COUNTY ROAD COMMISSIONERS, OAKLAND COUNTY, MICHIGAN

PERMIT APPLICATION

MAKE CHECK PAYABLE TO ROAD COMMISSION FOR OAKLAND COUNTY

ROAD COMMISSION FOR OAKLAND COUNTY
RECEIVED
Dec 29 2023
DEPARTMENT OF CUSTOMER
SERVICES PERMITS

FOR R.C.O.C. USE ONLY	
Application No.	23-2040
Date Received	12-29-23
Permit E No.	64939
Date of Issuance	01-06-24

APPLICANT: CITY OF NOVI hereby makes **APPLICATION for a permit to CONSTRUCT, OPERATE, USE and/or MAINTAIN or to TEMPORARILY CLOSE A COUNTY ROAD** within the part of the right-of-way of road(s) VARIOUS under the jurisdiction of the Board: **a detailed description of the desired facility and/or activity is required in the space provided below:** (include size, length, type of facility; - if underground, indicate depth below surface; if parallel to road, indicate distance from inside edge of facility to edge of pavement, if crossing under roadbed, describe method). **THE FOLLOWING MUST BE ATTACHED TO THE APPLICATION WHEN APPLICABLE**: 1. Plans, specifications and location of facility. 2. Traffic plan and detour route in cases of street closures.

PLEASE CHECK THE APPROPRIATE BOX(ES) THAT APPLY TO THE TYPE OF WORK YOU WISH TO OBTAIN A PERMIT FOR:

☒ Annual	☒ Community Event	☐ Public Utility (i.e. electric, gas, telephone)	☐ Soil Boring/Monitoring Well
☐ Approach/Private Road Access	☐ Landscaping/Grading	☐ Sanitary/Storm Sewer	☐ Watermain
☐ Cable TV	☐ Pathway/Sidewalk	☐ Sign/Subdivision Entrance Marker	☐ Other

COMMUNITY EVENTS

City or Township NOVI Section No.

The above activities will be carried out in accordance with plans, specifications, maps and statements filed with the R.C.O.C. as part of this application, and if said application is approved, the above named applicant agrees to abide by the **CONDITIONS** contained on the reverse side. Since a permit will have to be secured from the Board prior to the start of any construction or maintenance operations proposed by this application, it is intended that the **SUPPLEMENTAL SPECIFICATIONS**, on the reverse side, are to be incorporated as part of the plans or specifications required for this proposed work.

FOR R.C.O.C. USE ONLY

Design: Right-of-Way:

Traffic: Maintenance:

Planning: Construction:

Subdivision:

Environmental Concerns: Permits: SY

FOR R.C.O.C. USE ONLY

Application Fee:	$ 100.00	Permit Fee:	$
		Deposit:	$
Receipt No:		Estimated Inspection Fee:	$
		Paint Fee:	$
Bond: (RCOC Form 75)	$	Sign Fee:	$
		Signal Fee:	$

TOTAL FEES DUE AT TIME OF PERMIT ISSUANCE: $ 0.00

Proof of Insurance Required	Yes ☑	No ☐
Pollution Liability Required	Yes ☐	No ☑

This application is approved subject to **CONDITIONS** and **SUPPLEMENTAL SPECIFICATIONS** contained on the reverse side of this application.

Approval of this application does not relieve applicant from meeting any applicable requirements or duties of law or other public bodies or agencies including but not limited to the Michigan Department of Natural Resources.

APPROVAL OF THIS APPLICATION EXPIRES IN ONE YEAR IF A PERMIT HAS NOT BEEN ISSUED. RESUBMITTAL OF CURRENT PLANS, PERMIT APPLICATION REVIEW FEES AND PERMIT APPLICATION IS REQUIRED IF APPROVAL OF THIS APPLICATION HAS EXPIRED.

REFER ALL INQUIRIES TO (248) 858-4835

DEPARTMENT OF CUSTOMER SERVICES
PERMITS
2420 PONTIAC LAKE ROAD
WATERFORD, MI 48328

APPLICATION APPROVED:

By: Simon Yousif Date: 12/29/2023

CITY OF NOVI
APPLICANT (PRINT OR TYPE)

Matt Wiktorowski 12/28/23
SIGNATURE DATE

Matthew T. Wiktorowski
(PRINTED/TYPED SIGNATURE & TITLE)

45175 W 10 MILE RD 248-347-0460
APPLICANT'S ADDRESS TELEPHONE NUMBER

NOVI MI 48375
CITY STATE ZIP CODE

EMAIL ADDRESS

AS A CONDITION OF THE APPROVAL OF THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING CONDITIONS:

1. The application agrees to secure, or cause to be secured, a permit from the Board prior to the commencement of construction or maintenance operations. If a contractor is to perform the construction or maintenance entailed in this application, the contractor shall secure the permit from the Board prior to the commencement of construction or maintenance operations and thereby assumes responsibility, along with the applicant, for any provisions of this application which apply to them.
2. Any and all construction proposed under this application will meet all requirements of the Board, together with the Supplemental Specifications as set forth below.
3. The applicant agrees to save harmless, indemnify, defend, and represent the Board and its employees against any and all claims for bodily injury or property damage, or any other claim arising out of or related to the creation, operation, use, or continuing existence of the structure or facility covered by the permit or for any other work done within county road right-of-way whether or not specifically authorized or in conformance with the description of activities for which the permit was issued . Applicant agrees and understands that the obligations set forth herein are binding upon their successors, transferors, assigns, sureties, and guarantors. The Applicant shall maintain insurance of a type and in an amount in conformance with the Board's established requirements and provide certificates of insurance in a type and amount which shall assure conformance with the Board's established requirements is currently in force for any and all facilities installed in the Board's right of way.
4. The applicant agrees to surrender the permit herein applied for; surrender all rights hereunder; cease operations; and remove, alter, relocate at applicant's own expense, the facilities for which this permit is granted whenever ordered to do so by the Board because of the need for the area covered by this permit for public uses or because of a default in the conditions of the permit. Upon failure to remove, alter, relocate or surrender the facilities pursuant to the order of the Board, the applicant agrees to reimburse the Board for its cost in doing same.
5. Nothing in this application shall be construed to grant any rights whatsoever to any public utilities whatsoever except as to the consent herein specifically given, nor to otherwise impair any existing rights granted in accordance with the constitution or laws of this State.
6. The obligation to construct, operate, use and/or maintain the facility to the satisfaction of the Board remains in force as long as the facility exists and is within the right-of-way under the jurisdiction of the Board. The applicant is obliged to repair any damage to the road and right of way which is a result of the facility and which occurs or appears after the permit licensee is released.
7. The necessary construction zone signing for the protection of traffic shall be in accordance with the most current edition of the Michigan Manual of Uniform Traffic Control Devices, Part 6. All such devices shall be furnished, installed and maintained by the Permit Holder. All construction signage shall have black lettering on a reflective florescent orange background, unless otherwise specified. The Permit Holder shall provide any additional signs, barricades and/or lights, at the Permit Holder's expense, required to protect the general motoring public and the work zone when requested by the Road Commission.
8. **ADDITIONAL CONDITIONS**: As will be identified in approved permit description.

SUPPLEMENTAL SPECIFICATIONS

1. **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The contractor and/or the utility company shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other highway installation such as sewers, culverts, etc. The contractor and/or utility company shall assume the full responsibility for this protection. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the highway and in such a manner that it will not interfere with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the right-of-way unless the permit provides for, and with approval of abutting property owners, disposal at approved locations with the right-of-way. In the latter case, the material shall be leveled and trimmed in a manner approved by the Road Commission for Oakland County.
2. **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes, pits, and other excavations shall be filled with approved excavated earth or with MDOT Class II granular material if so provided, placed in successive layers not more than 9 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill compaction will be subject to check by the Controlled Density Method (minimum 95%). Restoration shall be such that it will provide a condition equal to or better than the original condition and in accordance with current Road Commission for Oakland County standards. Any excavation within the right of way outside traveled portion of road must be maintained until all settlement has occurred and must be restored and seeded or sodded as directed. The permit will not be released until the Road Commission is satisfied that no further settlement will occur.
3. **CROSSING ROADBED BY TUNNELING, DIRECTIONAL BORE, JACK CASING AND BORE:** When the pipe is installed by tunneling without cutting the existing pavement, the tunnel shall be adequately sheeted or shored to prevent the sides and top from collapsing or the pavement from settling or cracking. Directional bore shall be at least 4 diameters under the pavement or 48 inches, whichever is greater. When the pipe is installed by boring and jacking, the leading edge of the pipe must always precede the auger. The tunnel backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids remaining around the installation. The concrete shall be composed of one part of Portland cement and 10 parts of sand-gravel by volume. Tunnel and boring pits shall be at least 10 feet from the edge of the pavement unless otherwise approved.
4. **CROSSING BY CUTTING GRAVEL ROADS:** All trenches are to be backfilled with approved material to within 12 inches of surface within the limits of the roadbed. Backfill methods will be as described in paragraph 2 above. All surplus excavated material will be disposed of as described in paragraph 1. The top 12 inches within the roadbed will be backfilled with processed road gravel (MDOT 22A or 23A). Trenches outside of the roadbed will be backfilled in accordance with paragraph 2 above.
5. **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is approved by the Road Commission, the pavement shall be cut so that the opening is a minimum of 5 feet wide and at least 1 foot wider on each side than the trench. In no case shall an open cut result in a remaining slab width of less than 5 feet from patch to an existing joint. The cut shall be made by sawing to a full pavement depth. Cuts in concrete residential and commercial drives shall be as above except that the patch width shall be a minimum of 3 feet and the remaining slab from patch to existing joint a minimum of 3 feet. Backfill shall be made with MDOT Class II granular material. After the backfill has been placed by control density method and thoroughly compacted, the pavement shall be replaced with a temporary surface of approved hot-mixed bituminous material and later replaced with new pavement of the original type and quality by the Permit Licensee unless other provisions are included in the permit.
6. **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than 4 feet of cover between the top of roadway surface and top of the pipe.
7. **TREE TRIMMING OR REMOVAL:** All trees that may be affected by the proposed construction shall be shown on the plans. The plan must clearly indicate which trees are proposed to be removed, trimmed and/or tunneled. This work, if approved, must be done in accordance with current Board standards, including advance notification of abutting property owners. Wood Disposal License Agreement(s) will be required for any tree work
8. **DISPOSAL OF GROUND WATER:** Roadside drainage systems – open ditches, storm sewers, etc. – shall not be used for the disposal of water pumped from below the surface of the ground unless specifically allowed by the Road Commission. Details such as volume and frequency of discharge, erosion control, duration of use, NPDES permit and other pertinent information as may be required must be submitted with the application for such permission.
9. Any proposed operation in the right of way not covered by the above specifications, submitted with this application, shall be done in accordance with any additional specifications deemed necessary by the Board or as outlined in the Permit Rules, Specifications and Guidelines.

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Consideration of approval of Resolution authorizing a Uniform Video Service Local Franchise Agreement with Charter Communications, LLC, dba Spectrum.

SUBMITTING DEPARTMENT: City Manager

KEY HIGHLIGHTS:

- The Agreement offered by Charter Communications is a standard form agreement which the City is obligated to approve
- Public Act 480 of 2006, does not provide the franchising entity [City of Novi], with the authority to deny or negotiate the provisions of a proposed franchise
- Combined PEG and Franchise Fees for 2024 are $677,313
- Receivables for 2025 are trending slightly lower

BACKGROUND INFORMATION:

In a letter dated May 16, 2025, Charter Communications/ Spectrum requested the City approve a new Video Franchise Agreement. The City also has Video Franchise Agreements with AT&T, Bright House and Comcast. Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 et. seq., ("Act 480").

The standard form agreements leave little discretion for a municipality. The City is required under Act 480 to approve a fully completed franchise agreement within 30 days of the date it receives the franchise agreement from a video service provider. If the City does not notify a provider that its agreement is incomplete, or fails to approve an agreement within 30 days, the agreement is considered complete and approved. The agreement remains in effect for a period of 10 years and may be renewed for an additional ten years at the request of the video provider.

RECOMMENDED ACTION: Approval of the Resolution authorizing a Uniform Video Local Franchise Agreement with Charter Communications LLC, dba Spectrum, with a 5% Franchise Fee and a 2% Public, Education and Government Access Fee.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION GRANTING APPROVAL OF UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT WITH CHARTER COMMUNICATIONS LLC, DBA SPECTRUM

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on June 2, 2025, at 7 o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmember _____

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

RECITALS

WHEREAS, Public Act 480 of 2006, the Uniform Video Service Local Franchise Act (the "Act") became law in the State of Michigan on January 1, 2007; and

WHEREAS, under Section 3 of the Act, on May 16, 2025, Charter Communication, LLC, d/b/a Spectrum filed a proposed Uniform Video Service Local Franchise Agreement to provide video services within the boundaries of the City; and

WHEREAS, under Section 3 of the Act, the City is required to approve a complete Uniform Video Service Local Franchise Agreement within 30 calendar days of submission or it is considered automatically approved; and

WHEREAS, the Council is satisfied that the Franchise is complete and in the form that must be used by each franchising entity in the State under Section 2 of the Act such that it should be affirmatively rather than automatically approved as provided by the Act.

NOW, THEREFORE, BE IT RESOLVED that the City of Novi hereby finds that the Franchise is complete and in the required form, and solely for those reasons, the City hereby approves and authorizes and directs the Mayor to sign the Franchise with Charter Communications, LLC, d/b/a Spectrum with the annual video service provider fee in Section VI.A.ii, to be five percent (5%) of gross revenue and the public, education and government access facilities ("PEG ") access fee to be two percent (2%) of gross revenues in Section VIII(1).

IT IS FURTHER RESOLVED that on page 9 of the Franchise the following language shall be inserted below the "Date completed and approved;" line:

Determination of Completeness, Approval, and Authority for this Franchise Agreement to be signed was by adoption of a Resolution by the City Council at a meeting on June 2, 2025.

IT IS FURTHER RESOLVED that such approval by the City is given only because it is required by the Act and is not an indication of the City's agreement with or assent to any provisions of the Act or the Franchise.

IT IS FURTHER RESOLVED that by approving the Franchise, the City shall not be found to have waived its rights to challenge any provisions of the Act and/or any related provisions of the Franchise on the basis that such provisions are invalid and unenforceable as violations of law, including on the grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

IT IS FURTHER RESOLVED that Charter Communications, LLC d/b/a Spectrum be advised that the Act requires the provider to comply with all valid and enforceable regulations regarding the use and occupation of the public right-of-way. Therefore, under Section 9-7 of the City Of the Novi Code of Ordinances, the provider shall be required to submit an initial construction or reconstruction plan not less than 90 days prior to the date it intends to commence initial construction or reconstruction, and that plan shall be incorporated by reference into the franchise agreement.

IT IS FURTHER RESOLVED that the City Clerk shall provide a copy of this Resolution to Charter Communications, LLC d/b/a Spectrum, by one of the methods for Notice in Section XV of the Franchise.

AYES:
NAYS:

RESOLUTION DECLARED ADOPTED.

_____
Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this 2nd day of June, 2025, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

_____
Cortney Hanson, City Clerk
City of Novi

JOELLEN SHORTLEY
jshortley@rsjalaw.com

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

ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 27, 2025

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

RE: Approval of Uniform Video Service Local Franchise Agreement with Charter Communications, LLC, d/b/a Spectrum

Dear Mayor Fischer and Council Members:

In a letter dated May 16, 2025, Charter Communications/ Spectrum requested the City approve a new Video Franchise Agreement. The City also has Video Franchise Agreements with AT&T, Bright House and Comcast. Video Franchise Agreements are standard form agreements approved by the Michigan Public Services Commission pursuant to the Uniform Video Services Local Franchise Act, Public Act 480 of 2006, MCL 484.3301 *et. seq.*, ("Act 480"). The standard form agreements leave little discretion for a municipality.

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

A video service provider is required to pay an annual video service fee. MCL 484.3306(1). At the expiration of an existing agreement, a municipality may not establish a franchise that exceeds 5% of gross revenue received by the provider. MCL 484.3306(1)(b). Act 480 requires that fees charged by franchising entities be uniform for all providers. Your other video service providers are currently assessed a 5% service fee by the City. In addition to the franchise fee, a video provider is required to pay for the support of the cost of public, educational and government access facilities ("PEG ") access fees, which may not exceed 2% of gross revenues of the provider and is to be determined based on a community needs assessment. MCL 484.3306(8),(b),(c). The City is receiving a 2% PEG fee from its other video service providers.

Attached is a Resolution for your consideration to approve the requested video franchise agreement with Spectrum. If the City would like to approve an agreement with Spectrum, we recommend you

indicate a franchise fee of 5% by filling in Section VI.A.ii of the agreement and a PEG fee of 2% in Section VIII(1).

Since we have not identified any basis to deny approval of this agreement, we recommend approval of the agreement with Spectrum during the June 2, 2025, Council meeting to meet the required 30-day period for approval.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

JES
Enclosure

cc: Thomas R. Schultz, Esq.

Derrick Mathis
Manager
State Government Affairs - Michigan

May 16, 2025

City of Novi
45175 Ten Mile Road
Novi, MI 48375

Dear City Manager Cardenas,

As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), which became effective January 1, 2007. The Michigan Public Service Commission provided the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities shortly thereafter. Charter Communications, LLC, dba "Spectrum" is hereby filing for a video franchise under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, I'd like to direct your attention to the enclosed Agreement.

a) Franchise Fee: As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). **The current franchise fee in your community is 5%.** Therefore, if you choose to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.

b) PEG Fees: Your community currently imposes a fee for support of Public, Educational, and Government ("PEG") channel(s). If the community elects a PEG fee, it will be reflected on page six of the Agreement; note that PEG fees must be agreed to by both parties and substantiated.

I have enclosed **two originals** of the **Agreement,** and an authorized Charter representative has signed both. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** (and the completed W-9, if applicable), using the enclosed self-addressed envelope. Be sure to keep one signed/dated original for your records.

We are proud to offer our services in your community and are committed to providing the highest level of customer service to our customers. Should you have questions on the materials provided, or the processes and steps described above, please feel free to call me at (616) 607-2380.

Sincerely,

Derrick Mathis
Manager, State Government Affairs - Michigan
Charter Communications
Enclosures

City of Novi

INSTRUCTIONS FOR
UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.

2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.

3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. **"Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)**

- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

    1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

        "[insert PROVIDER'S NAME]
        [CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

  Michigan Public Service Commission
  Attn: Video Franchising
  P.O. Box 30221
  Lansing, MI 48909

  Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq*, (the "Act") by and between the City of Novi, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- **A.** "Cable Operator" means that terms as defined in 47 USC 522(5).
- **B.** "Cable Service" means that terms as defined in 47 USC 522(6).
- **C.** "Cable System" means that term as defined in 47 USC 522(7).
- **D.** "Commission" means the Michigan Public Service Commission.
- **E.** "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- **F.** "FCC" means the Federal Communications Commission.
- **G.** "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- **H.** "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- **I.** "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- **J.** "IPTV" means internet protocol television.
- **K.** "Local unit of government" means a city, village, or township.
- **L.** "Low-income household" means a household with an average annual household income of less than $35,000.00 as determined by the most recent decennial census.
- **M.** "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq*.
- **N.** "Open video system" or "OVS" means that term as defined in 47 USC 573.
- **O.** "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- **P.** "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- **Q.** "Term" means the period of time provided for in Section V of this Agreement.
- **R.** "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- **S.** "Video programming" means that term as defined in 47 USC 522(20).
- **T.** "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- **U.** "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- **V.** "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- **A.** An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- **B.** The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- **C.** The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- **D.** The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- **E.** The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- **F.** The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- **G.** The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- **H.** The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- **I.** The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- **J.** If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- **K.** The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- **L.** The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- **M.** The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- **N.** The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- **A.** The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- **B.** It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
    - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
    - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- **C.** **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:

i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.

ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.

iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.

iv. Natural disasters

v. Factors beyond the control of the Provider

E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.

F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.

G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.

B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.

C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."

D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.

i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.

E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:

i. The authorization or placement of a video service or communications network in public right-of-way.

ii. Access to a building owned by a governmental entity.

iii. A municipal utility pole attachment.

G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.

I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.

J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.

B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act.**

VI. Fees

A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:

i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.

ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers

B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.

D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. **Gross revenues shall include all of the following:**

i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.

ii. Any franchise fee imposed on the Provider that is passed on to subscribers.

iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.

iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.

v. All revenue derived from compensation arrangements for advertising to the local franchise area.

vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. **Gross revenues do not include any of the following:**

i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.

ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.

iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.

v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.

vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.

vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barters, services, or other items of value shall be included in gross revenue.

viii. Sales of capital assets or surplus equipment.

ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.

x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.

G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.

H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.

K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.

B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.

C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.

E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.

F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:

1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
4. An amount agreed to by the Franchising Entity and the video service Provider.

B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.

C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.

E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.

F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.

G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.

B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.

B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.

C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.

D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.

E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.

F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.

G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

City of Novi:

45175 Ten Mile Road

Novi, MI 48375

Attn: City Manager or Clerk

Fax No.:

If to the Provider:
(must provide street address)

Charter Communications

12405 Powerscourt Drive

St. Louis, MO 63131

Attn: Legal Department

Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Cityof Novi, **a Michigan Municipal Corporation**

By

Print Name

Title

45175 Ten Mile Road

Address

Novi, MI 48375

City, State, Zip

248-347-0460

Phone

Fax

Email

Spectrum Mid-America, LLC, **a** Delaware Limited Liability **corporation doing business as** n/a

By

Print Name

Paul D. Abbott

Title

Vice President, Local Government Affair

Address

12405 Powerscourt Drive

City, State, Zip

St. Louis, MO 6313

Phone

774-243-9738

Fax

Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
(Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: April 21, 2025		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

Company executive officers:

Name(s): Christopher Winfrey
Title(s): President and Chief Executive Officer

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act."

The area provided for service is in the City of Novi, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.

[**Option A**: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C**: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

For All Applications:

Verification
(Provider)

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: Paul Abbott	*Date:* 04/24/2025

(Franchising Entity)

City of Novi, **a Michigan municipal corporation**

By

Print Name

Title

45175 Ten Mile Road
Address

Novi, MI 48375
City, State, Zip

248-347-0460
Phone

Fax

Email

Date

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Enter Executive Session immediately following the regular meeting of June 2, 2025, in the Council Annex for the purpose of discussing City Clerk Performance Evaluation.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Enter Executive Session immediately following the regular meeting of June 2, 2025, in the Council Annex for the purpose of discussing City Clerk Performance Evaluation.

CITY OF NOVI CITY COUNCIL
JUNE 2, 2025

SUBJECT: Approval of claims and warrants – Warrant 1181

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, #1181 comes before City council for approval.

RECOMMENDED ACTION: Approval of claims and warrants – Warrant 1181

CITY OF NOVI
Warrant 1181
Monday, June 2, 2025

Check	Vendor Name	Description	Amount
197086	CONSUMERS ENERGY	HEAT	202.14
197087	CONSUMERS ENERGY	HEAT	227.63
197088	CONSUMERS ENERGY	HEAT	22.67
197089	CONSUMERS ENERGY	HEAT	18.93
197090	VOID		-
197091	STATE OF MICHIGAN	SALES TAX APRIL	27.90
197092	123 NET	BLDG. BOND REFUND (ESCROW)	1,500.00
197093	1ST AYD CORPORATION	OPERATING SUPPLIES	590.12
197094	A AND R PLUMBING LLC	PARK BUILDING MAINTENANCE	3,970.84
197095	ACCUFORM PRINTING & GRAPHICS INC	PRINTING AND PUBLISHING	7,058.08
197096	ADVANCE AUTO PARTS	VEHICLE MAINTENANCE	540.07
197097	ADVANCED TURF SOLUTIONS, INC.	GROUNDS MAINTENANCE	907.00
197098	AIRGAS USA, LLC	COMMUNITY PROMOTION	1,734.25
197099	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE	1,362.93
197100	ALLIANCE HEALTH AND LIFE	EMPLOYEE INSURANCE	2,800.00
197101	ALLIANCE OF ROUGE COMMUNITIES	ALLIANCE OF ROUGE COMMUNITIES	24,445.00
197102	ALLIE BROTHERS INC	SUPPLIES UNIFORMS	2,676.62
197103	AMAZON	LIBRARY PROGRAMMING	3,063.51
197104	AMERICAN HEART ASSOCIATION INC.	SUPPLIES UNIFORMS	204.00
197105	AMERICAN LIBRARY LABELS, LLC	OPERATING SUPPLIES	905.15
197106	APPLICANTPRO	PROFESSIONAL SERVICES	473.00
197107	APPLIED INDUSTRIAL TECHNOLOGIES INC	EQUIPMENT MAINTENANCE	1,653.35
197108	ARAMARK REFRESHMENT SERVICES	OPERATING SUPPLIES	317.86
197109	ARC	OPERATING SUPPLIES	209.95
197110	ASCENSION MICHIGAN EMPLOYER	MEDICAL SERVICE	2,786.00
197111	ASCENSION PROVIDENCE HOSPITAL	OPERATING SUPPLIES	305.00
197112	B & B LANDSCAPING	ROUTINE MAINTENANCE	47,511.52
197113	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
197114	B&M ASHMAN	BLDG. BOND REFUND (ESCROW)	1,500.00
197115	BAKER & TAYLOR, LLC	AUDIO VISUAL MATERIALS	703.24
197116	BALDRIDGE, TRENDA	CHORALAIRES	900.00
197117	BATTERIES PLUS BULBS	SIGNING SUPPLIES	91.80
197118	BENITO'S CAFE	WATER LINE MAINTENANCE	99.15
197119	BERTIN, KENNETH M.	ADULT SOFTBALL	75.00
197120	BEYER, TODD A.	TENNIS LESSONS	5,617.50
197121	BHATTACHARYA, BHANU & NAMITA	BLDG. BOND REFUND (ESCROW)	400.00
197122	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	75,791.37
197123	BLUE CROSS BLUE SHIELD OF MICHIGAN	EMPLOYEE INSURANCE	39,752.20
197124	BMW MOTORCYCLES OF SOUTHEAST	VEHICLE MAINTENANCE	1,159.06
197125	BOCO ENTERPRISES INC	STATE OF THE CITY	14,121.75
197126	BOUND TREE MEDICAL LLC	OPERATING SUPPLIES	407.80
197127	BRIGHTSOURCE LIGHTING SOLUTIONS LLC	BUILDING MAINTENANCE	574.80
197128	BRODART CO.	LIBRARY BOOKS	12,390.04
197129	BSN SPORTS INC.	TENNIS LESSONS	107.99
197130	CALM.COM, INC	EMPLOYEE WELLNESS PROGRAM	6,602.95
197131	CAMFIL USA, INC.	RANGE FILTERS AND FILTER INSTALLATION	81.36
197132	CANFIELD EQUIPMENT SERVICES INC.	VEHICLE NEW INSTALL	23,647.04
197133	CANON FINANCIAL SERVICES INC	EQUIPMENT RENTAL/LEASE	5,015.92
197134	CANON U.S.A, INC.	EQUIPMENT RENTAL/LEASE	90.00
197135	CARLETON EQUIPMENT COMPANY, INC.	VEHICLE MAINTENANCE	23,653.86
197136	CARLISLE WORTMAN ASSOCIATES, INC.	BUILDING, TRADE, & PLAN REVIEW SERVICES	9,610.00
197137	CASH SOD FARM	WATER LINE MAINTENANCE	240.00
197138	CAUCHI, PATRICIA	PETTY CASH	77.96
197139	CAVENDISH SQUARE PUBLISHING LLC	LIBRARY BOOKS	305.64
197140	CDW GOVERNMENT LLC	OFFICE SUPPLIES	4,017.32
197141	CENTER POINT LARGE PRINT	LIBRARY BOOKS	149.22

197142	CHARTER COMMUNICATIONS	BLDG. BOND REFUND (ESCROW)	1,500.00
197143	CINTAS CORP	SUPPLIES UNIFORMS	1,338.68
197144	COLLABORATIVE SUMMER LIBRARY PROGRA	COMMUNITY PROMOTION	118.16
197145	CONTRACTOR'S CLOTHING CO.	SUPPLIES UNIFORMS	114.44
197146	CORNERSTONE BUILDING GROUP	BLDG. BOND REFUND (ESCROW)	200.00
197147	CORNERSTONE BUILDING GROUP	BLDG. BOND REFUND (ESCROW)	800.00
197148	CORRIGAN MOVING SYSTEMS	RECORDS STORAGE	2,349.98
197149	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE	28.06
197150	CRANDALL-WORTHINGTON INC	CUSTODIAL SUPPLIES	828.00
197151	CSX TRANSPORTATION INC	SEWER LINE MAINTENANCE	355.76
197152	CUTMYTREEDOWN.COM	9 MILE ROAD REHAB	1,955.00
197153	DELL MARKETING L.P.	INTERNAL TECHNOLOGY WATER SEWER	10,841.60
197154	DIPONIO CONTRACTING INC	CONSTRUCT: HOWELL'S WALLED LAKE SUB WATE	14,750.00
197155	DJC LANDSCAPE SERVICES LLC	BLDG. BOND REFUND (ESCROW)	500.00
197156	DTN, LLC	INTERNAL TECHNOLOGY	2,274.04
197157	EJ USA, INC.	WATER LINE MAINTENANCE	3,202.12
197158	ELITE TRAUMA CLEAN-UP, INC.	RUBBISH	67.00
197159	EMPIRE PRINTING, LLC	SPORTS CAMPS	3,244.00
197160	ETNA SUPPLY	WATER LINE MAINTENANCE	1,414.00
197161	EVERON LLC	BUILDING MAINTENANCE	686.70
197162	FELDMAN CHEVROLET OF NOVI	VEHICLE MAINTENANCE	4,486.62
197163	FERGUSON WATERWORKS #3386	WATER METERS	12,131.52
197164	FITNESS THINGS INC	OPERATING SUPPLIES FITNESS	1,105.00
197165	G2 CONSULTING GROUP, LLC.	GEOTECH: PUBLIC SAFETY FACILITIES BOND	59,577.50
197166	GANNETT MICHIGAN LOCALIQ	PRINTING AND PUBLISHING	1,181.93
197167	GARY'S CATERING INC	SUPPLIES PRISONER MEALS	449.90
197168	GRAINGER INC, W W	WATER LINE MAINTENANCE	271.74
197169	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	169.72
197170	GREAT LAKES ACE	BUILDING MAINTENANCE	14.99
197171	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
197172	GREAT LAKES WATER AUTHORITY	IWC CHARGES	18,732.06
197173	HADLEY'S TOWING LLC	VEHICLE MAINTENANCE	200.00
197174	HALT FIRE,INC.	VEHICLE MAINTENANCE	175.00
197175	HANSON RENAISSANCE COURT REPORTERS	PROFESSIONAL SERVICES	646.50
197176	HANSON, CORTNEY	PER DIEM MICHIGAN CLERKS CONFERENCE	77.00
197177	HEALEY FIRE PROTECTION INC.	CONTRACTUAL SERVICES	4,185.00
197178	HEALTH ALLIANCE PLAN	EMPLOYEE INSURANCE	24,809.71
197179	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	3,950.00
197180	HOME DEPOT	BUILDING MAINTENANCE	127.96
197181	HOME DEPOT CREDIT SERVICES	STORM SEWER MAINTENANCE	2,129.83
197182	HUNTINGTON NATIONAL BANK	INTEREST EXPENSE	500.00
197183	HYDRO-CHEM SYSTEMS, INC.	VEHICLE MAINTENANCE	748.03
197184	IMAGAMERICA	EMPLOYEE RECOGNITION	793.42
197185	IMAGESOFT INC	INTERNAL TECHNOLOGY	2,496.80
197186	IMPERIAL DADE	BUILDING MAINTENANCE	1,100.79
197187	JOHN'S SANITATION SERVICE	YOUTH SOCCER	477.50
197188	JOHNSON, RONALD DEAN	ADULT SOFTBALL	397.50
197189	KIESLER'S POLICE SUPPLY, INC.	SUPPLIES AMMUNITION	411.81
197190	KIMBALL MIDWEST	OPERATING SUPPLIES	932.51
197191	KNIGHT TECHNOLOGY GROUP, INC	COMPUTER SUPPLIES	780.00
197192	KOMARAGIRI, SRI RIVALI	PROFESSIONAL SERVICES	1,275.00
197193	LARSON, SHARON	REIMBURSEMENT	25.88
197194	LGC GLOBAL INC.	CONSTRUCTION: NOVI RD/ 13 MILE RD PCCP	227,630.71
197195	LIMB WALKERS TREE & SNOW	FORESTRY MAINTENANCE	2,826.25
197196	LOOMIS	ARMORED CAR SERVICES	678.57
197197	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE	131.88
197198	M/I HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	750.00
197199	MACNLOW ASSOCIATES	EDUCATION AND TRAINING	275.00
197200	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	55.00
197201	MCARDLE, JENNIFER	REIMBURSEMENT	57.47
197202	MCKENNA ASSOCIATES INC	HCD	2,531.25
197203	MCPT 43145 13 MILE RD LLC	BLDG. BOND REFUND (ESCROW)	1,000.00
197204	MCPT 43185 13 MILE RD LLC	BLDG. BOND REFUND (ESCROW)	800.00
197205	MEDLINE INDUSTRIES, LP	OPERATING SUPPLIES	1,035.28

197206	METRO SEWER CLEANERS INC	12 MILE RD WIDEN	10,013.75	
197207	MICHIGAN AMMO CO INC	SUPPLIES AMMUNITION	9,860.00	
197208	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE	1,767.25	
197209	MICHIGAN POLICE TRAINING	EDUCATION AND TRAINING	495.00	
197210	MICHIGAN.COM	SUPPLIES	129.71	
197211	MID-TOWN PETROLEUM ACQUISITION LLC	VEHICLE MAINTENANCE	202.50	
197212	MIDWEST TAPE, LLC	AUDIO VISUAL MATERIALS	2,704.59	
197213	MPARKS	OLDER ADULTS TRAVEL PROGRAM	12,325.00	
197214	MUNICIPAL WEB SERVICES, INC	WEB PAGE MAINTENANCE	6,259.70	
197215	NORTHVILLE LOCKSMITH INC., THE	OPERATING SUPPLIES	115.00	
197216	NOVI COMMUNITY SCHOOLS	REC PROGRAMS	180.00	
197217	NOVI, CITY OF		188.00	
197218	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	801.10	
197219	OAKLAND COUNTY TREASURERS	CONFERENCE	170.00	
197220	OCCUPATIONAL HEALTH CENTERS OF	CONFERENCE	522.00	
197221	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	865.59	
197222	OMNI TECH SPACES	THEATRE UPGRADE	6,857.00	
197223	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES	137,508.00	
197224	ORIGINAL BIG DOG HOT DOGS LLC	SPECIAL EVENTS MEMORIAL DAY	900.00	
197225	ORKIN	BUILDING MAINTENANCE	375.00	
197226	OSCAR W. LARSON CO.	GASOLINE AND OIL	3,134.39	
197227	OTIS ELEVATOR COMPANY	BUILDING MAINTENANCE	350.00	
197228	OVERDRIVE, INC.	ELECTRONIC MEDIA	3,317.62	
197229	PENZAK, SHAWN	TUITION REIMBURSEMENT	1,100.00	
197230	PEOPLE'S EXPRESS	OLDER ADULTS TRANSPORTATION	5,468.00	
197231	PLAYAWAY PRODUCTS LLC	AUDIO VISUAL MATERIALS	586.91	
197232	PROSCREENING, LLC	PROFESSIONAL SERVICES	1,759.00	
197233	QUICK SILVER MARKETING SOLUTIONS	ADULT SOFTBALL	456.00	
197234	QUILL CORPORATION	OFFICE SUPPLIES	148.95	
197235	RED WING SHOE STORE	SUPPLIES UNIFORMS	718.22	
197236	RESOURCE RECOVERY AND RECYCLING	RECYCLING CENTER	11,920.00	
197237	REV'D UP FUN	CAMP LAKESHORE	100.00	
197238	ROSATI ENTERPRISES INC	GROUNDS MAINTENANCE	2,469.74	
197239	ROSATI, SCHULTZ, JOPPICH	LEGAL FEES	34,712.30	
197240	VOID		-	V
197241	ROSS, MICHAEL	ADULT SOFTBALL	60.00	
197242	RUNKEL, REBECCA	REIMBURSEMENT GIEXCHANGE COSTS	118.01	
197243	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS MASSAGE	1,360.00	
197244	SAM'S CLUB DIRECT	LIBRARY PROGRAMMING	11.98	
197245	SCODELLER CONSTRUCTION, INC.	ROUTINE MAINTENANCE	46,647.00	
197246	SERVICE EXPRESS, INC.	OPERATING SUPPLIES	2,410.55	
197247	SHERWIN-WILLIAMS	OPERATING SUPPLIES	12.23	
197248	SHIFMAN FOURNIER, PLC	LEGAL FEES	3,902.50	
197249	SIGNAL RESTORATION SERVICES	BIO HAZARD CLEANING	428.25	
197250	SITEONE LANDSCAPE SUPPLY, LLC	WATER LINE MAINTENANCE	22.50	
197251	SMART BUSINESS SOURCE LLC	OFFICE SUPPLIES	819.58	
197252	SPALDING DE DECKER	PROFESSIONAL SERVICES	24,746.00	
197253	STATE OF MICHIGAN	COST SHARE: TAFT ROAD REHAB	53,138.58	
197254	STERLING HEIGHTS TREASURY	GASOLINE AND OIL	681.43	
197255	SUBURBAN LANDSCAPE SUPPLY	STORM SEWER MAINTENANCE	351.00	
197256	SUTTLE ENTERPRISES LLC	PROFESSIONAL SERVICES	2,800.00	
197257	SYSTEMP CORPORATION	BUILDING MAINTENANCE	18,253.85	
197258	SZELAP, CHRISTINE E. HEFFERNAN	KARATE	2,247.00	
197259	TEIFKE, AUSTIN	REIMBURSEMENT	20.34	
197260	TEL SYSTEMS	COMPUTER SUPPLIES	225.00	
197261	TELNET WORLDWIDE INC.	TELEPHONE	569.58	
197262	THELEN LANDSCAPE, INC.	BLDG. BOND REFUND (ESCROW)	500.00	
197263	TOLL NORTHEAST V CORP	BLDG. BOND REFUND (ESCROW)	5,000.00	
197264	TRUCK & TRAILER SPECIALTIES, INC.	LAWN MOWER MAINTENANCE	478.80	
197265	TRUE BLUE INVESTGATIONS LLC	RECRUITMENT PAID ON CALL	850.00	
197266	TYLER TECHNOLOGIES, INC.	OUTSIDE DATA PROCESSING	3,895.50	
197267	USA BLUEBOOK	WATER LINE MAINTENANCE	201.18	
197268	VARIPRO	FLEXIBLE SPENDING	8,050.30	
197269	VARSITY LINCOLN, INC	VEHICLE MAINTENANCE	783.82	

197270	VOSS LIGHTING	BUILDING MAINTENANCE	418.30
197271	WALSH, SHERYL	PER DIEM GSMCON	144.00
197272	WINDOW WASHERS LLC, THE	VILLA BARR PROPERTY	350.00
197273	WONDER JUMP, INC.	CAMP LAKESHORE	327.60
197274	AMAZON	LIBRARY BOOKS	2,405.37
		GRAND TOTAL	**$ 1,203,767.23**

GENERAL FUND	101	404,458.39
MAJOR STREET FUND	202	260,291.86
LOCAL STREET FUND	203	7,035.24
MUNICIPAL STREET FUND	204	42,058.45
PARKS, REC & CULTURAL SVCS FUND	208	52,346.59
DRAIN FUND	211	53,053.71
TREE FUND	213	2,826.25
LIBRARY FUND	271	38,113.53
LIBRARY CONTRIBUTION FUND	272	287.14
COMMUNITY DVLPMNT BLOCK GRANT FUND	274	2,531.25
2008 LIBRARY CONSTRUCTION DEBT FUND	371	500.00
CAPITAL IMPROVMENT PRGRM (CIP) FUND	401	28,575.00
WATER AND SEWER FUND	592	289,537.82
SELF INSURANCE - HEALTH CARE FUND	677	2,800.00
AGENCY FUND	701	19,352.00
	GRAND TOTAL	**$ 1,203,767.23**