

CITY COUNCIL AGENDA

CITY OF NOVI
Regular City Council Meeting
October 28, 2019 | 7:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Mutch, Poupard, Verma

APPROVAL OF AGENDA

PUBLIC HEARINGS

PRESENTATIONS

1. Proclamation to Celebrate the 200th Birthday of Oakland County - Monique Harlan, Oakland County Bicentennial Celebration Executive Committee
2. Galaxy Gazers Research Project
3. Recognition of Council Members Ramesh Verma and Doreen Poupard

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 requests from Texas Roadhouse Holdings LLC d/b/a Texas Roadhouse:

- A) Consideration of a request for Special Land Use approval for service of alcoholic beverages.
 - B) Consideration of request to transfer ownership of escrowed 2018 Class C license with Sunday Sales Permit (AM/PM), Specific Purpose Permit (Food), and Outdoor Service Area (1) from Outback Steakhouse of Florida, LLC (a Florida Limited Liability Company) 1880 S. Rochester Road, Rochester Hills, MI 48307 to Texas Roadhouse Holdings LLC, d/b/a Texas Roadhouse, a new business to be located at 26730 Adell Center Drive, Novi, MI 48375.
- 2. Consideration of approval to purchase two (2) 2020 Ford F-150s and two (2) 2020 Ford F-350s from Signature Ford, through the Macomb County Cooperative Purchasing Contract; and the upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of \$144,762.
 - 3. Consideration of approval to purchase four (4) 2020 Ford Escape Hybrids and two (2) 2020 Ford Escape from Signature Ford, through the Macomb County Cooperative Purchasing Contract, in the amount of \$155,980.
 - 4. Approval to award the purchase of playground equipment at Lakeshore Park to Landscape Structures in the amount of \$192,142.80, using an HGAC Buy cooperative purchasing contract and Approval to award the installation of the playground equipment at Lakeshore Park to Penchura LLC in the amount of \$57,857.75.
 - 5. Approval of resolution to authorize Budget Amendment #2020-1

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

COMMITTEE REPORTS

MAYOR AND COUNCIL ISSUES

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

COMMUNICATIONS

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

- A. Approval of Minutes of October 7, 2019 - Regular Meeting
- B. Approval to award the Sport Clothing and Apparel contract to Impressive Promotional for one (1) year with two (2) renewal options in one-year increments based on unit pricing; with an annual estimated annual amount of \$26,500.

- C. Approval to purchase four (4) speed signs for the Novi Police Department from All Traffic Solutions, sole source provider, in the amount of \$16,780.
- D. Approval of Resolution regarding Temporary Holiday Promotional Signage allowing temporary relief from Sign Ordinance from November 29 through December 26, 2019.
- E. Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of five (5) street lights; one (1) at the entrance of Emerson Park off of Novi Road and four (4) within the subdivision, and approval of an agreement with Pulte Homes of Michigan, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.
- F. Approval of a cost participation agreement with the Oakland County Board of Commissioners for the proposed reconstruction of Lee BeGole Drive, in the amount of \$104,471.
- G. Approval to purchase a Hewlett Packard L 365 64-inch Latex Printer, Graphtec 54-inch Plotter with Ethernet kit, and GFP 355 TH 55-inch top heat laminator Package from Grimco Inc., in the amount of \$28,195.11.
- H. Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Pulte Homes of Michigan, for Villas at Stonebrook located north of Eleven Mile Road and east of Wixom Road (parcel 50-22-17-301-085).
- I. Final approval of the request of Cambridge of Novi, LLC for the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52, Terra, formerly known as Villa D'Este, associated with Zoning Map Amendment 18.718. The applicant proposed a 41-unit single-family ranch housing development on approximately 30.14 acres on the north side of Nine Mile Road, east of Napier Road. The current amendment is requested to allow greater flexibility for construction of individual homes, to allow alternate pavement material for sidewalks and driveways, and for other minor changes.
- J. Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, December 6, 2019 for the Light Up the Night community event, subject to final approval as to form by City Manager and City Attorney.
- K. Authorization to take all actions necessary to modify the funding arrangement with the current health insurance provider, Health Alliance Plan (HAP), to self-insurance coverage administered by HAP, with the same benefits as are currently provided, with excess or stop loss coverage to be secured through HAP's preferred insurance partner.
- L. Approval of Claims and Accounts – Warrant No. 1046

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.

We kindly request that you turn off all cell phones while in the Council Chambers. Thank you.

**PROCLAMATION
TO CELEBRATE THE 200TH BIRTHDAY
OF OAKLAND COUNTY**


WHEREAS, On March 28, 2020, Oakland County will celebrate its 200th birthday; and

WHEREAS, the Bicentennial Celebration will include all 62 Oakland County communities in numerous events, such as the 200 Oak Tree plantings, festivals, concerts, and much more; and;

WHEREAS, Oakland County is home to 1.25 million residents within 907 square miles; boasts model rural, suburban and urban communities and schools as well as 11 colleges and universities; prides its heritage as the frontier of freedom, key role in the Civil War, epicenter of the auto industry, arsenal of democracy, pivotal roles with civil rights and union organization; and home of the titans of industry, entertainment, culture and politics; and

NOW, THEREFORE, BE IT RESOLVED that the City of Novi proudly joins the other 61 communities in Oakland County to designate the beginning of this celebration on March 28, 2020, the 200th birthday of the founding of Oakland County, Michigan.

Given this 28th day of October, 2019.



Bob Gatt, Mayor
City of Novi



Galaxy azers



TEAM# 38273
Research Project
Oct 28th 2019

Research Problem

Reduce fossil fuel energy consumption and the save fresh water in the City of Novi

Community Space Identified

Novi Public Library and Fuerst Park

We chose this space because

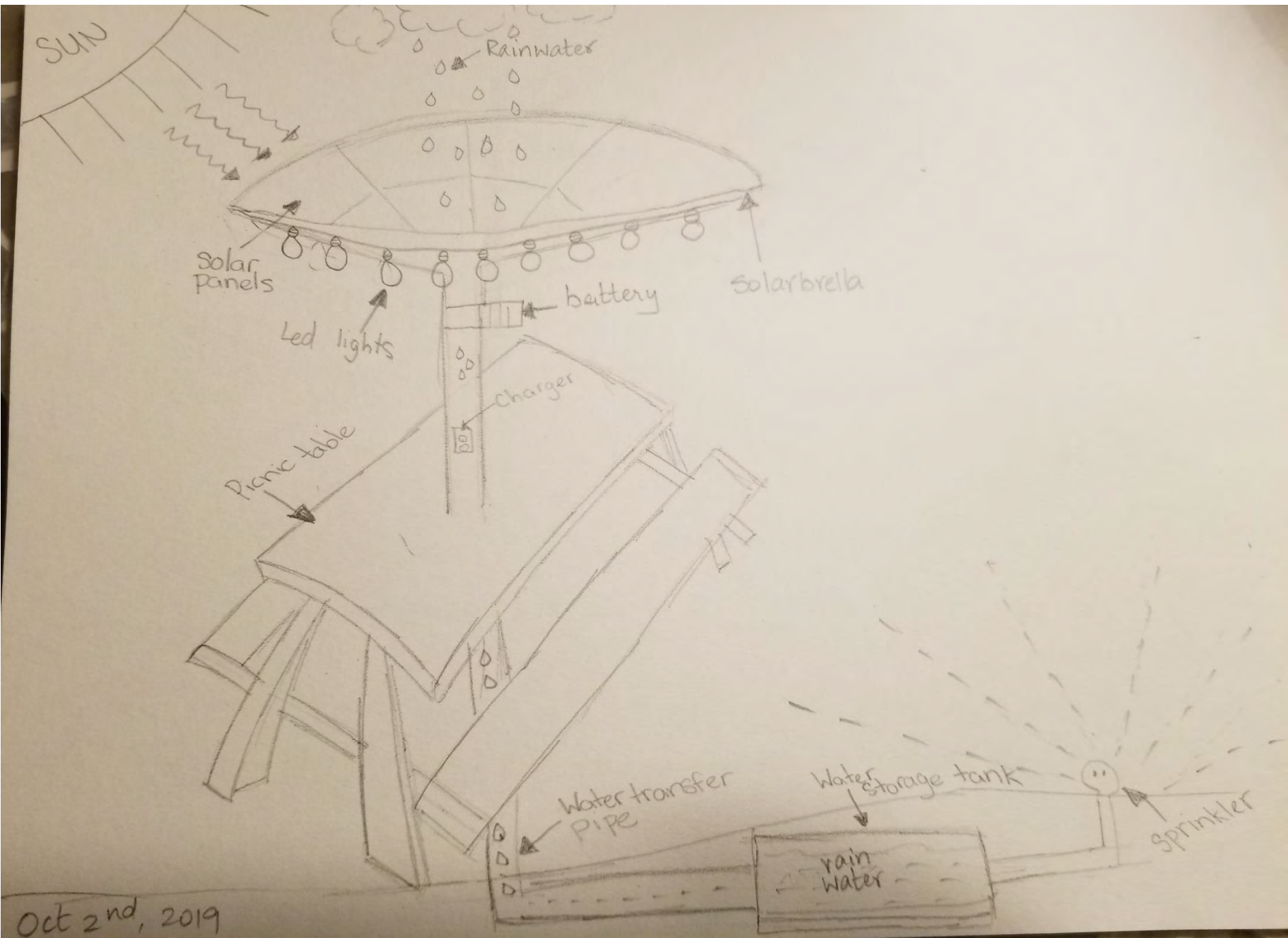
- It has Fuerst park nearby.
- It has no renewable source of energy.
- It has picnic tables in the backyard
- It has a large footprint
- Many people visit the library
- Drive awareness on renewable energy

What is SolarBrella

SolarBrella is an upside down umbrella, that generates energy using solar panels and serves as a renewable source of energy, plus collects water to be used in water harvesting.

How does SolarBrella work

- It is an inverted umbrella with solar panels on the inside to produce energy and mechanism to collect rainwater for water harvesting
- The water is collected in a storage below the ground to be reused
- The solar panels provide energy and lighting for community citizens



Oct 2nd, 2019

Design & Technology

- When the sun shines onto a solar panel, sunlight is absorbed by the panel, which creates electricity
- Water is recycled by collecting rainwater from the surface area of the SolarBrella.
- The rainwater then passes through a pipe and filter, which eliminates debris, and is stored in a holding tank placed either underground or the side of a building or in the loft.
- This saved water can be pumped and recycled to places where it is needed.

**Provisional patent application in process for the SolarBrella

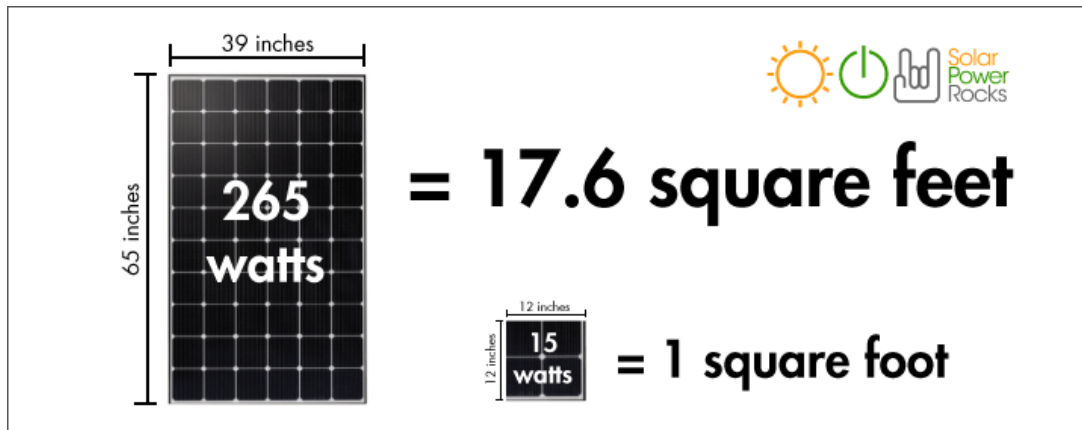
Advantages of SolarBrella

- It produces clean energy. It has no emissions, no moving parts, it doesn't make any noise or need fossil fuels to produce power, hence no pollution.
- It is a self sustainable independent system.
- Located right where power is needed... in the middle of nowhere....or it can be tied into the power grid.
- Recycled water can be used for a variety of daily tasks from watering the garden, cleaning, washing clothes, flushing toilets and even cleaning the car.
- It aligns with the Novi Public Library's vision of being an Energy Efficient Space.

How much??

Solar Power

- 1 Square foot produces
 - 15 Watts of power
 - 15 x 4hrs of usable sun = 60Watt-hours of energy
 - Sufficient to power one 10 Watt LED bulb for 6 hours.
 - This provides same amount of light as a 60 Watt regular bulb
- One time cost \$90. Electricity saved =\$200 over 20 yrs

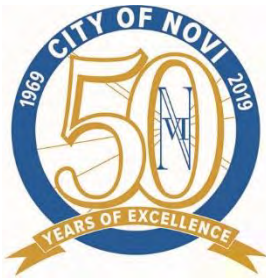


Water

- Water Volume = Area of roof * Collection Efficiency * Amount of Rain
- A regular umbrella can fill a 60 Gallon container in less than a day of rain
- Retail Price is \$xx for 60 Gallons
- Up to 40% on mains water bills, many large industrial size properties



X 60 => Avg Flushes in a household
Replenished through 1 hour of heavy rain!



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Consideration of requests from Texas Roadhouse Holdings LLC d/b/a Texas Roadhouse:

A) Consideration of a request for Special Land Use approval for service of alcoholic beverages.

B) Consideration of request to transfer ownership of escrowed 2018 Class C license with Sunday Sales Permit (AM/PM), Specific Purpose Permit (Food), and Outdoor Service Area (1) from Outback Steakhouse of Florida, LLC (a Florida Limited Liability Company) 1880 S. Rochester Road, Rochester Hills, MI 48307 to Texas Roadhouse Holdings LLC, d/b/a Texas Roadhouse, a new business to be located at 26730 Adell Center Drive, Novi, MI 48375.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION:

Texas Roadhouse is a casual steakhouse with an emphasis on providing a great experience for all guests, including an affordable menu. Texas Roadhouse Holdings LLC is 100% owned and operated by Texas Roadhouse Inc., a publically traded company that has been in business since 1993. They currently own and operate over 500 locations across the United States including 16 locations in Michigan.

Liquor licenses are subject to both a special land use approval under the zoning ordinance and approval of a license under the City Code. ***Under both ordinance provisions, the Council is required to make findings to support the grant or denial of the request.***

Special Land Use Approval

The approval of a Special Land Use by the City Council requires findings in support of the City Council's decision. The standards for review under the zoning ordinance for special land use are:

- (1) The proposed establishment will promote the city's economic development goals and objectives, and will be consistent with the city's master plan and zoning ordinance;
- (2) Given the character, location, development trends and other aspects of the area in which the proposed use or change in use is requested, it is demonstrated that the use will provide a service, product, or function that is not presently available within the city or that would be unique to the city or to an identifiable area within the city and that the addition of the use or proposed change in use will be an asset to the area.
- (3) The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located, and will not have any appreciable negative secondary effects on the area, such as:
 - (a) Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.
 - (b) Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.
 - (c) Excessive numbers of persons gathering outside the establishment.
 - (d) Peak hours of use that add to congestion or other negative effects in the neighborhood.
 - (e) Fighting, brawling, outside urination, or other behavior that can accompany intoxication.

A public hearing was held on October 4, 2019 in the Novi Civic Center for consideration of the Special Land Use (SLU) request for approval for service of alcoholic beverages at Texas Roadhouse Holdings LLC in accordance with Ordinance No. 18-266 which added Section 2525 to the Novi Zoning Ordinance. The Planning staff had previously reviewed the required application and Site Plan and found the documents to be complete. Charles Boulard, Community Development Director, and Jim Licari, Commercial Assessor, considered the request in accordance with the standards for review specified in Section 2525.d of the Zoning Ordinance and determined to forward a **recommendation to City Council for approval of the Special Land Use.**

City Code License Approval

The approval of a liquor license by the City Council requires findings in support of the City Council's decision. The general licensing policy as stated in Chapter 3 of the City Code states, at Section 3-13, that an applicant must demonstrate in particular that the proposed facility:

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

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

(3) **Benefits to community:**

- a. The effects that the issuance of a license would have upon the economic development of the city or the surrounding area.
- b. The effects that the issuance of a license would have on the health, welfare, and safety of the general public.
- c. Whether the applicant has demonstrated a public need or convenience for the issuance of the liquor license for the business facility at the location proposed, taking into consideration the following, together with other factors deemed relevant by the council:
 1. The total number of licenses for similar establishments and/or operations in the city, considered both in terms of whether such number of similar establishments is needed and whether there may be a need for other types of establishments that could go unmet if the requested license were granted.
 2. The proximity of the establishment to other licensed liquor establishments, the type of such establishments, whether such other establishments are similar to that proposed, and the anticipated impact of all such determinations.
 3. Whether the proposed location is in an area characterized as developed, redeveloping, or undeveloped, and the anticipated impact of approving the newly proposed establishment in light of such character, taking into consideration the need for any type of additional licensed establishment in the area, and the need the particular type of establishment proposed.
- d. The uniqueness of the proposed facility when contrasted against other existing or proposed facilities, and the compatibility of the proposed facility to surrounding architecture and land use.
- e. The permanence of the establishment in the community, as evidenced by the prior or proposed contributions to the city or community by the applicant or business, and the extent to which the issuance of the license will assist in the further investment of the applicant or business in the city or the community.
- f. The character and extent of investment in improvements to the building, premises, and general area.

Both the Police Department and the Fire Department have no objections to the request.

RECOMMENDED ACTION: Consideration of requests from Texas Roadhouse Holdings, LLC:

- A) Approval of a request for Special Land Use approval for service of alcoholic beverages, for the reasons stated in the Special Land Use approval.
- B) Approval of request to transfer ownership of escrowed 2018 Class C license with Sunday Sales Permit (AM/PM), Specific Purpose Permit (Food), and Outdoor Service Area (1) from Outback Steakhouse of Florida, LLC (a Florida Limited Liability Company) 1880 S. Rochester Road, Rochester Hills, MI 48307 to Texas Roadhouse Holdings LLC, d/b/a Texas Roadhouse, a new business to be located at 26730 Adell Center Drive, Novi, MI 48375, because the proposed licensee is in fact unique as compared to other venues in the area, because the proposed use is in an area focused on entertainment and the proposed licensee will positively add to the mix of tenants, and because the use is not inconsistent with or detrimental to other existing uses in the area.

MEMORANDUM



TO: CORTNEY HANSON, CITY CLERK *DEM*
FROM: DAVID E. MOLLOY
DIRECTOR OF PUBLIC SAFETY / CHIEF OF
POLICE
INITIATED BY: MICHAEL BENDER, DETECTIVE *MB*
SUBJECT: TRANSFER OF CLASS C LIQUOR
LICENSE, TEXAS ROADHOUSE HOLDINGS LLC
DATE: AUGUST 6, 2019

Liquor License Request:

Texas Roadhouse Holdings LLC requests a Class C liquor license to be transferred from Outback Steakhouse of Florida, LLC, out of Rochester Hills, MI. The new Texas Roadhouse location will be located at 26730 Adell Center Drive in the city of Novi. Texas Roadhouse Holdings LLC is also requesting a Sunday AM and PM Sales Permit.

Applicant/Background Information:

Texas Roadhouse is a casual steakhouse with an emphasis on providing a great experience for all guests including an affordable menu. Texas Roadhouse is known for hand-cut steaks, fall-off-the-bone ribs, made-from-scratch sides, and fresh-baked bread. Texas Roadhouse Holdings LLC is 100% owned and operated by Texas Roadhouse Inc, a publicly traded company. Texas Roadhouse has been in business since 1993, and currently owns and operates over 500 locations across the United States. There are currently 16 locations in Michigan.

Civil History:

An Accurant check on Texas Roadhouse revealed the following civil history:

(49) LEIN filings ranging from civil and small claims judgements, state and federal tax LEIN's
(25) UCC filings
(0) bankruptcies

Michigan Liquor Control Commission (MLCC):

Date: 06-06-03

Location: Sterling Heights

Violation: Permitted or allowed out-of-door service without prior approval of commission
Permitted quantity of alcohol/liquor sold for consumption on licensed premises
to be removed from licensed premises.

Date: 10-01-08
Location: Portage, MI
Violation: Sale to minor/decoy operation

Date: 04-18-13
Location: Portage, MI
Violation: Sale to minor/decoy operation

Date: 03-21-08
Location: Kentwood, MI
Violation: Received, failed, refused, or neglected to obey written order of the commission by failing to provide proof of successful completion of an alcohol training program.

Date: 07-29-08
Location: Muskegon, MI
Violation: Received, failed, refused, or neglected to obey written order of the commission by failing to provide proof of successful completion of an alcohol training program.

Date: 04-25-14
Location: Muskegon, MI
Violation: Sold or furnished alcohol to decoy

Date: 05-03-14
Location: Lansing, MI
Violation: Added space to the physical structure of the licensed premises without prior approval of the commission.

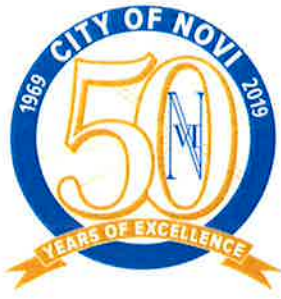
Financial Review by the City of Novi Finance Department:

Based upon the financial data provided by the applicant, no issues were found to prevent the liquor license application process from proceeding.

Summary:

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

C: Peter Auger, City Manager



August 12, 2019

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

Kelly Breen

Ramesh Verma

Doreen Poupard

City Manager
Peter E. Auger

City Clerk
Cortney Hanson

TO: Cortney Hanson, City Clerk

FROM: Fire Marshal – Kevin Pierce

SUBJECT: Transfer of Liquor Business License –
Texas Roadhouse

Conditional Approval for the Liquor License transfer at 26730 Adell Center Dr. Novi MI 48377 and that the business **MUST** finish all of the construction with APPROVING and closing out all the permits for the new construction for this conditional approval. Transfer of the Liquor License for 2019 is recommended.

City of Novi
45175 Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org



MEMORANDUM

TO: DAWN SPAULDING, DEPUTY CITY CLERK
FROM: CHARLES BUTLER, BUILDING DIRECTOR *CB*
SUBJECT: TEXAS ROADHOUSE LIQUOR LICENSE
DATE: OCTOBER 4, 2019

The property located at **26730 Adell Center Dr** with the business name of **TEXAS ROADHOUSE** has received Special Land Use permit **PSLU19-0001** for the purpose of:

- Auctions
- Liquor License: Texas Roadhouse**
- Arcade License
- Massage License
- Outdoor Gathering
- Outdoor Seating
- Other:

From building safety standpoint, the Building Division does not object to the proposed license. Should you have any further questions with regards to this matter please feel free to contact me at (248) 347-0423.



ACTION SUMMARY
CITY OF NOVI
Liquor License Special Land Use Approval
October 4, 2019
PSLU19-0001
Mayors Conference Room

Present: Charles Boulard, Community Development Director
Katherine Oppermann, Recording Secretary
Jim Licari, Commercial Assessor

Applicant: Steven Grobbel, Attorney for Texas Roadhouse
Julian Copsey, Market Partner
Brian O'Hara, MP Texas Roadhouse

Public participation: Michael Duchesneau, Citizen
Dorothy Duchesneau, Citizen

Correspondence Received: 10 letters mailed
0 letters returned
0 objections
0 approvals

Meeting called to order at: 10:00am

1. **PSLU19-0001, Texas Roadhouse, 26730 Adell Center Drive, Parcel 50-22-15-478-012.** The applicant is requesting approval to use a portion of the parcel for service of alcoholic beverages in accordance with Section 4.89 of the Zoning Ordinance.

The applicant was present and provided a summary and basis for the request including the following:

The Texas Roadhouse franchise has been in operation for over 25 years, they operate as a family restaurant with 90% of their sales being food, only 10% alcoholic beverages. The hours of Texas Roadhouse will be typical of restaurant operation: 4pm to 10pm weeknights, noon to 11pm Saturdays, and noon to 10pm Sundays. Some of their typical bar guests are those waiting on a table or a solitary diner from the (proposed) hotel, it is non-typical to have guests there exclusively to drink. All wait staff receives coaching, training, and mentoring. Additionally all wait staff is TIP certified and meets MLCC standards for server training in addition the internal training Texas Roadhouse provides. It was confirmed that license in question in a class C transfer license, provided by the State of Michigan.

Michael and Dorothy Duchesneau both confirmed their support for the proposed license and restaurant as they recognize the Texas Roadhouse name as good and reputable in the restaurant business, they also mentioned having enjoyed other franchise locations when they have been on trips and look forward to having one locally. Charles Boulard noted that there are currently no other liquor serving restaurants within 500ft, most being at distance of ~1000ft or further.

In Case No PSLU19-0001 Motion to recommend approval to City Council based on findings that:

The use or change in use as constructed and operated by the applicant is compatible with the area in which it will be located. The business will be an asset to the community, compatible with traffic and surrounding area. The business will not have any appreciable negative secondary effects on the area, such as:

- a) Vehicular and pedestrian traffic, particularly during late night or early morning hours that might disturb area residents.**
- b) Noise, odors, or lights that emanate beyond the site's boundaries onto property in the area on which there are residential dwellings.**
- c) Excessive numbers of persons gathering outside the establishment.**
- d) Peak hours of use that add to congestion or other negative effects in the neighborhood.**
- e) Fighting, brawling, outside urination or any other behavior that can accompany intoxication.**

Motion made by Jim Licari seconded by Charles Boulard in support of motion.

Approve: 2

Denied: 0

Meeting adjourned 10:10am

Carlin Edwards Brown PLLC

Attorneys & Counselors at Law

2055 Orchard Lake Rd.

Sylvan Lake, Michigan 48320

P. (248) 816-5000

F. (248) 816-5115

www.cebhlaw.com

John B. Carlin, Jr. (1939-2018)
Scott D. Edwards (Of Counsel)
Michael J. Brown
Steven J. Grobbel

Lansing Office

6017 West St. Joe Hwy., Suite 202

Lansing, Michigan 48917

P. (517) 321-4617

F. (517) 321-4642

Northern Michigan Office

145 North Otsego Ave.

Gaylord, Michigan 49735

P. (989) 251-1041

F. (989) 688-5901

July 31, 2019

Novi City Clerk
Attn: Cortney Hanson
45175 W. Ten Mile Road
Novi, MI 48375

Re: Texas Roadhouse Holdings LLC Liquor License Application

Dear Ms. Hanson:

We are the liquor licensing attorneys for Texas Roadhouse Holdings LLC in connection with the new Texas Roadhouse restaurant being constructed in Novi, Michigan. Texas Roadhouse Holdings LLC has filed an application with the Michigan Liquor Control Commission to transfer a liquor license to this new Novi restaurant.

The Novi Code of Ordinances requires an application and review process for the transfer of existing licenses into the city. To that end, enclosed please find the following documents in connection with Texas Roadhouse Holdings LLC's application to transfer an existing license to its proposed location at 26730 Adell Center Drive:

- City of Novi Liquor License Application Questionnaires A and B;
- Texas Roadhouse menu;
- Site Plan for the restaurant;
- Floor Plan for the restaurant;
- Exterior Elevations (2);
- Copy of the Retailer License & Permit Application (LCC-100) filed with the Michigan Liquor Control Commission;
- Texas Roadhouse Holdings LLC check in the amount of \$1210.00 for the application fee.

City of Novi Liquor License Application Questionnaire C has been sent directly to Det. Michael Bender at the Novi Police Department.

If you should need any additional information or have any questions, please feel free to contact me. It appears that consideration of the application will be taken up at a Council

2019 JUL - 1 A 9:00
CITY OF NOVI
CITY CLERK'S OFFICE

meeting. Please advise me of the date and time when this matter is on the city council agenda, so that we can be present to answer any questions at the public hearing.

Thank you very much for your assistance.

Very truly yours,

Carlin Edwards Brown PLLC

A handwritten signature in black ink, appearing to read 'S. Grobbel', written in a cursive style.

Steven J. Grobbel

Direct Dial: (248) 816-5000 ext. 2

E-Mail: sgrobbel@cebhlaw.com

Enc.

cc: Katie McCullum (w/out enc.)



CITY OF NOVI, MICHIGAN

Liquor License Application

Questionnaires A and B

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

Licensing Policy

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

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

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

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

Requirements and Procedures

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

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

Administrative Special Land Use

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

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

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

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

Special Circumstances

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

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

Questionnaire A – Applicant Cover Information and Procedures for Liquor License

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

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

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

Texas Roadhouse Holdings LLC

Texas Roadhouse

6040 Dutchmans Lane, Louisville, KY 40205

26730 Adell Center Drive, Novi, MI 48375

502-855-5512

Phone: TBD

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

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

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

Theme of Proposed Business:

Casual steakhouse chain with an emphasis on providing a great experience for all guests
including an affordable menu.

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

26730 Adell Center Drive, Novi, MI 48375.

See attached legal description.

Questionnaire B – Administrative Background Information for Liquor License

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

1. What is the applicant's management experience in the alcohol/liquor business?

Texas Roadhouse owns and operates over 500 restaurants in the United States.

2. What is the applicant's general business management experience?

Texas Roadhouse has been in business since 1993.

3. What is the applicant's general business reputation?

Texas Roadhouse is known for hand-cut steaks, fall-off-the-bone ribs, made-from-scratch sides and fresh-baked bread. Everything we do goes into making our hearty meals stand out.

We handcraft almost everything we serve. We provide larger portions so you get more food for your dollar.

And if you want an ice cold beer or legendary margarita to wash it all down — well, we have those, too.

4. What is the applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located?

Texas Roadhouse is a publicly traded company on the NASDAQ Exchange. See attached Form 10-K.

5. What are the applicant's past criminal convictions involving moral turpitude, violence or alcoholic liquors?

N/A

6. Does the applicant use alcoholic beverages to excess?

N/A

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

This Texas Roadhouse location will create 150-200 jobs (full and part time) for the community.

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

Texas Roadhouse is committed to being in compliance with all local and state regulations to ensure a safe environment for our guests. Because of our passion for our guests and our communities, our team members get involved outside the restaurants in their local communities as a way to give back.

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

In process.

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

Texas Roadhouse is a family restaurant and not just a steak restaurant, but a place where everyone, of all ages, can come and have a great meal and great fun for a great price.

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

Texas Roadhouse takes pride in the care and maintenance of our facilities. The location of this restaurant in the existing dining/entertainment area is compatible with the surrounding architecture and land use.

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

Yes.

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

The restaurant should have no appreciable affect on traffic. It is located in an existing commercial area which is equipped to handle the traffic and parking requirements of the area businesses.

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

There are several licensed facilities on the southside of Novi Road within a short distance, including Red Robin, Olive Garden and TGI Fridays.

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

The restaurant will be located in the heart of Novi's dining and entertainment district on Novi Road, and within walking distance of hotels and Twelve Oaks Mall.

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

As the surrounding neighborhood is commercially zoned, with numerous dining and entertainment businesses, Texas Roadhouse would compliment the area and provide residents and visitors another casual dining option.

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

Texas Roadhouse has already made significant financial committments by purchasing the property and will expend significant amounts in the future constructing and furnishing the restaurants.

18. What utilities are available to serve the facility?

Water, gas and electric.

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

Texas Roadhouse is known for its Legendary Food and Legendary Service. Our team members get involved outside of the restaurants in their local communities as a way to give back. Texas Roadhouse takes its obligations and responsibilities as a business owner and liquor license holder seriously, and is committed to operating in compliance with all applicable state and local laws and regulations.

BURGERS & SANDWICHES

Served on a toasted Texas-sized bun with steak fries (360 cal.) and a pickle spear.

1/2 LB. ANGUS BURGERS

SANDWICHES

ALL-AMERICAN CHEESEBURGER*	PULLED PORK
Our classic with American cheese, lettuce, tomato and onion..... (1010 cal.)	Tender, slow-cooked pork covered in our signature BBQ sauce..... (1010 cal.)
8.99	8.99
BACON CHEESEBURGER*	BBQ CHICKEN
Crispy strips of bacon, marinated chicken breast basted with BBQ sauce and topped with lettuce, tomato and onion..... (1150 cal.)	Grilled chicken breast, jack cheese, sautéed mushrooms, jack cheese, lettuce, tomato and onion..... (820 cal.)
9.79	9.79
SMOKEHOUSE BURGER*	MUSHROOM JACK CHICKEN
Sautéed mushrooms, onions, BBQ sauce, lettuce, tomato and onion with American and jack cheeses..... (1200 cal.)	Grilled chicken breast, sautéed mushrooms, jack cheese, lettuce, tomato and onion..... (820 cal.)
10.49	9.99

KIDS & RANGER MEALS

12 YEARS OLD AND UNDER

Served with kid-sized soft drink (0-90 cal.), juice (70-80 cal.), or milk (90/150 cal.), and choice of one side:

• Applesauce (150 cal.)	• Steak Fries (200 cal.)	• Choose a Wild Strawberry, Red Raspberry or Blue Crush Lemonade (90 cal.) for 99¢
• Green Beans (100 cal.)	• Mashed Potatoes (220 cal.)	
• Fresh Vegetables* (190 cal.)	• Buttered Corn (210 cal.)	
ALL-BEEF HOT DOG • Add chili 'n cheese (70 cal.) for 50¢..... (370 cal.)	3.99	
Kraft® MACARONI AND CHEESE • The cheesiest Mac 'n town..... (300 cal.)	3.99	
MINI-CHEESEBURGERS • Two small burgers on our fresh-baked bread..... (610 cal.)	4.99	
JR. CHICKEN TENDERS • All white-meat chicken breaded and fried..... (360 cal.)	4.99	
GRILLED CHICKEN • Strips of fresh, boneless chicken breast..... (160 cal.)	4.99	
LIL' DILLO STEAK BITES • Grilled steak pieces for younger Texas tikes..... (170 cal.)	4.99	
CHICKEN CRITTERS® BASKET • Golden-fried, all white-meat strips..... (340 cal.)	6.99	
ANDY'S STEAK* • USDA choice sirloin steak..... (250 cal.)	8.99	
RANGER RIB BASKET • Award-winning, fall-off-the-bone ribs..... (550 cal.)	8.99	

*KIDS MEAL: COINS, CERTIFICATES, AND OTHER OFFERS ARE NOT REDEEMABLE TOWARD RANGER MEALS.

BEVERAGES

Free refills on soft drinks, iced tea, coffee and lemonades.

SOFT DRINKS (0-150 cal.)

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SLOW-BREWED ICED TEA

Sweet or Unsweet	Original (0/110 cal.)	Raspberry (40/130 cal.)	Peach (45/140 cal.)
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FLAVORED LEMONADES (150 cal.)

Wild Strawberry • Blue Crush	Red Raspberry
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BOTTLED WATER (0 cal.)

	COFFEE (5 cal.)
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2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY.

ADDITIONAL NUTRITION INFORMATION AVAILABLE UPON REQUEST. BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY. INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

EARLY DINE

\$9.49**

Availability varies by store location. Visit TexasRoadhouse.com/locations for dates and times at a specific location.

FEATURING 11 ENTREES

See entree listings inside menu for calorie content.

- 6 oz. Sirloin Steak Dinner
- 10 oz. Road Kill Dinner
- Country Fried Sirloin Dinner
- Grilled BBQ Chicken Dinner
- Country Fried Chicken Dinner
- Chicken Critters® Dinner
- Pulled Pork Dinner
- Grilled Pork Chop (Single Chop)
- Grilled Chicken Salad
- Chicken Caesar Salad
- Chicken Critter® Salad

**NOT VALID WITH OTHER OFFERS. LISTED ITEMS ONLY. OFFER MAY NOT BE AVAILABLE ON HOLIDAYS. *MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY OR SEAFOOD MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

SIDES & EXTRAS

Applesauce..... (150 cal.)	2.49
Baked Potato..... (380 cal.)	2.49
Loaded..... (650 cal.)	+99¢
Buttered Corn..... (210 cal.)	2.49
Fresh Vegetables..... (190 cal.)	2.49
Green Beans..... (100 cal.)	2.49
Mashed Potatoes..... (220 cal.)	2.49
Loaded..... (600 cal.)	+99¢
Seasoned Rice..... (360 cal.)	2.49
Steak Fries..... (360 cal.)	2.49
Loaded..... (510 cal.)	+99¢
Sweet Potato..... (350 cal.)	2.49
Loaded..... (770 cal.)	+99¢
Texas Red Chili (Cup)..... (290 cal.)	2.99
Sautéed Onions..... (150 cal.)	2.49
Sautéed Mushrooms..... (90 cal.)	2.49

WE PROUDLY SERVE NORWEGIAN SALMON SEAFOOD

DESSERTS

GRANNY'S APPLE CLASSIC (1260 cal.)	5.99
STRAWBERRY CHEESECAKE (780 cal.)	
BIG OL' BROWNIE (1230 cal.)	

Join our **VIP CLUB** and receive a **FREE Appetizer** on your next visit!

Text: STEAK to: 68984

Prefer email over text? Ask your server how to receive messages directly to your email.

Restrictions apply. No more than 5 text messages sent per month. Msg and data rates may apply. Text HELP for help. Text STOP to stop. Visit: www.texasroadhouse.com for privacy policy.



1-800-TEX-ROAD • texasroadhouse.com

1803 314 A



HAND-CUT STEAKS
FALL-OFF-THE-BONE RIBS
MADE-FROM-SCRATCH SIDES
FRESH-BAKED BREAD
ICE-COLD BEER



JUST FOR STARTERS

CACTUS BLOSSOM* • Great for sharing! Texas-sized, golden-fried onion with Cajun Horseradish sauce (270 cal.) for dipping(1700 cal.) **5.99**

FRIED PICKLES • Shareable basket of golden-fried pickle chips, served with Ranch (430 cal.) or Cajun Horseradish sauce (270 cal.) for dipping(550 cal.) **4.99**

RATTLESNAKE BITES • Diced jalapeños and jack cheese, lightly fried and served with Cajun Horseradish sauce (270 cal.) for dipping(560 cal.) **5.99**

TATER SKINS • Plate of 8 baked potato skins topped with melted cheddar cheese and bacon bits, served with sour cream (110 cal.) for dipping(1020 cal.) **6.99**

GRILLED SHRIMP • Seasoned shrimp drizzled with garlic lemon pepper butter and served on toasted fresh-baked bread(240 cal.) **6.99**

BONELESS BUFFALO WINGS • Breaded white meat chicken tossed in mild or hot sauce and served with Bleu Cheese dressing (280 cal.)(760/860 cal.) **8.99**

CHEESE FRIES • A heaping amount of golden steak fries topped with melted cheddar cheese and bacon bits, add chili (220 cal.) for 79¢(1240 cal.) **6.99**

KILLER RIBS • Basket of our award-winning ribs with steak fries(910 cal.) **8.99**

TEXAS RED CHILI • Made-from-scratch recipe, topped with cheddar cheese and onions
Cup (290 cal.) **2.99**
Bowl (490 cal.) **3.99**

COMBO APPETIZER • Boneless Buffalo Wings (tossed in Mild or Hot sauce) along with Handshake Bites and Tater Skins served with choice of two dipping sauces. Substitute Fried Pickles at no additional charge(940-1320 cal.) **9.99**

SALADS

All **entree salads** served with your choice of made-from-scratch dressing:

- Ranch (430 cal.)
- Italian (400 cal.)
- Bleu Cheese (420 cal.)
- Honey French (220 cal.)
- Thousand Island (400 cal.)

GRILLED CHICKEN SALAD • Crisp cold greens, strips of marinated chicken, jack cheese, egg, tomato, bacon, red onions and croutons(810 cal.) **10.49**
5 oz. Grilled Salmon Salad(800 cal.) **12.49**

CHICKEN CAESAR SALAD • Tender strips of grilled chicken with crisp hearts of romaine, Parmesan cheese, croutons and zesty Caesar dressing(1050 cal.) **10.49**
5 oz. Salmon Caesar Salad(1130 cal.) **12.49**

CHICKEN CRITTER® SALAD • Hot, crispy chicken tenders piled high on a bed of cold greens with jack and cheddar cheeses, egg, tomato and bacon(690 cal.) **10.49**

STEAKHOUSE FILET SALAD* • Salad greens drizzled with Italian dressing, topped with tender filet strips, Bleu Cheese crumbles, bacon bits, red onions, tomatoes and croutons, and served with a side of creamy Bleu Cheese(910 cal.) **13.99**

All side salads served with your choice of made-from-scratch dressing:

- Italian (270 cal.)
- Honey Mustard (320 cal.)
- Bleu Cheese (280 cal.)
- Thousand Island (270 cal.)
- Honey French (140 cal.)

HOUSE SALAD • Fresh greens, cheddar cheese, tomato, egg and croutons(230 cal.) **3.99**

CAESAR SALAD • Crisp hearts of romaine, fresh Parmesan cheese and made-from-scratch croutons tossed with our zesty Caesar dressing(420 cal.) **3.99**

*2,000 CALORIES & FAT (E) USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY. ADDITIONAL NUTRITION INFORMATION AVAILABLE UPON REQUEST.

HAND-CUT STEAKS

Each plate served with your choice of two sides.

Rare	Medium Rare	Medium	Medium Well	Well Done
Cool Red Center	Warm Red Center	Hot Pink Center	Slightly Pink Center	No Pink

SMOTHER YOUR STEAK
with any combination of:
Sautéed Mushrooms,
Sautéed Onions,
Jack Cheese or Brown Gravy
1.99 (220-440 cal)

USDA CHOICE SIRLOIN*

6 oz.(250 cal.) **10.99**
8 oz.(340 cal.) **12.99**
11 oz.(460 cal.) **15.99**
16 oz.(670 cal.) **19.99**

NEW YORK STRIP*

8 oz. Thick Cut(420 cal.) **14.99**
12 oz. Traditional Cut(640 cal.) **18.99**

DALLAS FILET*

6 oz.(270 cal.) **18.99**
8 oz.(360 cal.) **20.99**

PORTERHOUSE T-BONE*

23 oz. Texas-sized cut(1040 cal.) **26.99**

PRIME RIB*

Please ask us about availability.
Horseshardish upon request.
10 oz.(780 cal.) **17.99**
12 oz.(940 cal.) **19.99**
16 oz.(1250 cal.) **22.99**

ROAD KILL

• 10 oz. chop steak smothered with sautéed onions, sautéed mushrooms and jack cheese(720 cal.) **9.99**

STEAK KABOB* • Marinated steak with onion, mushroom, tomato, red pepper, green pepper served over seasoned rice with choice of one side(1000 cal.) **11.99**

FILET MEDALLIONS* • Three tender filets (9 oz. total) topped with choice of Peppercorn or Portobello Mushroom sauce and served over seasoned rice. (630/920 cal.) **19.99**



FALL-OFF-THE-BONE RIBS

Each plate served with your choice of two sides.

Our award winning ribs are slow cooked with a unique blend of seasonings and our signature BBQ sauce.

HALF SLAB(900 cal.) **14.99**

FULL SLAB(1450 cal.) **19.99**

TEXAS SIZE COMBOS

Each plate served with your choice of two sides.

SIRLOIN* 6 oz. with Grilled Shrimp(490 cal.) **16.99**
with Ribs(800 cal.) **17.99**

SIRLOIN* 8 oz. with Grilled Shrimp(570 cal.) **18.99**
with Ribs(890 cal.) **19.99**

RIBEYE* 10 oz. with Grilled Shrimp(1040 cal.) **22.99**
with Ribs(1350 cal.) **23.99**

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS OR SEAFOOD MAY INCREASE YOUR RISK OF ACQUIRED IMMUNODEFICIENCY SYNDROME (AIDS) AND OTHER SERIOUS MEDICAL CONDITIONS. BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.

CHICKEN SPECIALTIES

Each plate served with your choice of two sides.

HERB CRUSTED CHICKEN • Boneless, marinated chicken breast seasoned with a blend of herbs and spices, then seared and served with a caramelized lemon for extra flavor(250 cal.) **10.99**

COUNTRY FRIED CHICKEN • Tender, marinated chicken breast hand-battered, golden-fried and topped with made-from-scratch cream gravy(750 cal.) **10.99**

CHICKEN CRITTERS® • All white meat chicken tenders dipped in buttermilk batter, then hand-breaded and golden-fried(480 cal.) **10.99**

GRILLED BBQ CHICKEN • Marinated 1/2 lb. breast basted in BBQ sauce(260 cal.) **9.99**

SMOTHERED CHICKEN • Grilled, marinated chicken breast topped with sautéed onions, sautéed mushrooms, and choice of our made-from-scratch cream gravy or melted jack cheese(400/420 cal.) **11.99**

PORTOBELLO MUSHROOM CHICKEN • Grilled, marinated chicken breast topped with our Portobello Mushroom sauce, melted jack cheese and freshly-grated Parmesan cheese(430 cal.) **11.99**

COUNTRY DINNERS

Each plate served with your choice of two sides.

GRILLED PORK CHOPS* • Boneless chops seasoned and served with peppercorn sauce
Single(390 cal.) **9.99**
Double(580 cal.) **13.99**

PULLED PORK DINNER • Tender, slow-cooked pork covered in our signature BBQ sauce and served with toasted fresh-baked bread(860 cal.) **9.99**

COUNTRY FRIED SIRLOIN • Hand-battered, fresh-cut sirloin served crispy and golden, topped with cream gravy(1100 cal.) **10.99**

BEEF TIPS* • Cuts of steak with sautéed mushrooms, onions, brown gravy and sour cream over seasoned rice or mashed potatoes and one side(990 cal.) **11.99**

COUNTRY VEG PLATE • Choose 4 side items (one salad only, please)(650-1520 cal.) **9.49**

DOCKSIDE FAVORITES

Each plate served with your choice of two sides.

GRILLED SALMON* • Fillet of Norwegian salmon grilled moist and tender, then topped with our lemon pepper butter
5 oz.(320 cal.) **12.99**
8 oz.(480 cal.) **14.99**

FRIED CATFISH • U.S. farm-raised catfish breaded in southern cornmeal and fried to a golden brown
3-piece(530 cal.) **11.99**
4-piece(710 cal.) **14.99**

GRILLED SHRIMP • Large shrimp seasoned, grilled, drizzled with garlic lemon pepper butter and served over seasoned rice(500 cal.) **14.99**

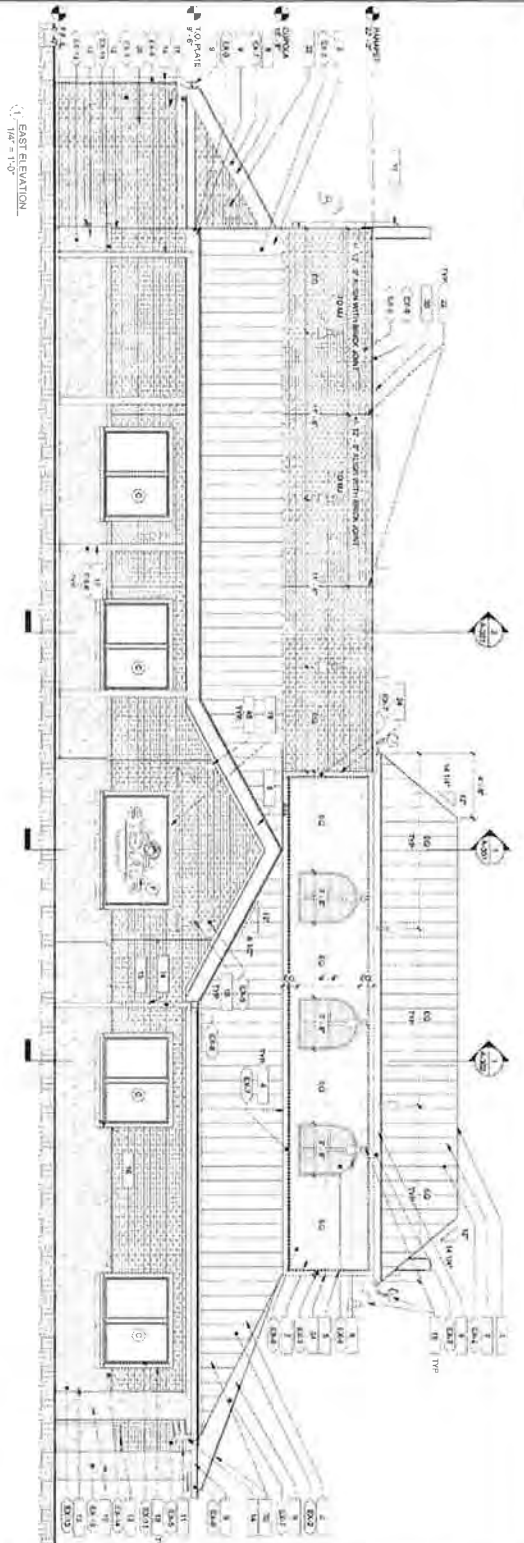
LEGENDARY SIDES

See "Sides" section on back for caloric content.

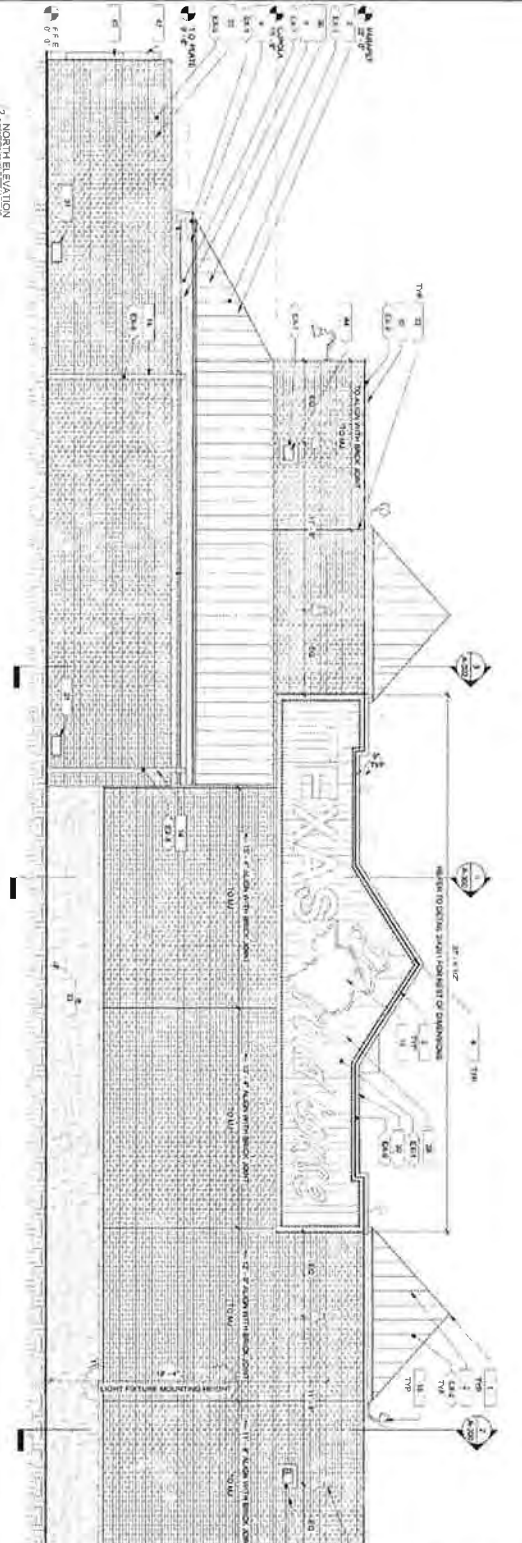
- Buttered Corn
- Seasoned Rice
- Green Beans
- Cup of Chili
- House Salad
- Caesar Salad
- Applesauce
- Fresh Vegetables
- Steak Fries
- Mashed Potatoes
- Baked Potato
- Sweet Potato



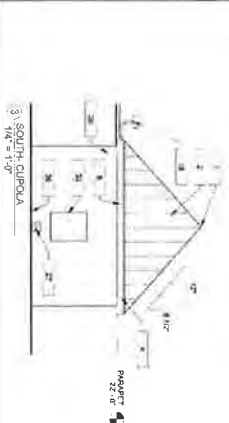
LOAD YOUR POTATO
Baked, Sweet,
Mashed or Fries



- ELEVATION NOTES**
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FINISH SCHEDULE - EXTERIOR

NO.	DESCRIPTION	FINISH	NOTES
1	CONCRETE	CONCRETE	
2	BRICK	BRICK	
3	STUCCO	STUCCO	
4	PAINT	PAINT	
5	GLASS	GLASS	
6	METAL	METAL	
7	WOOD	WOOD	
8	ROOFING	ROOFING	
9	MECHANICAL	MECHANICAL	
10	ELECTRICAL	ELECTRICAL	
11	PLUMBING	PLUMBING	
12	HEATING	HEATING	
13	CULVERT	CULVERT	
14	LANDSCAPE	LANDSCAPE	
15	ASPHALT	ASPHALT	
16	CONCRETE	CONCRETE	
17	BRICK	BRICK	
18	STUCCO	STUCCO	
19	PAINT	PAINT	
20	GLASS	GLASS	
21	METAL	METAL	
22	WOOD	WOOD	
23	ROOFING	ROOFING	
24	MECHANICAL	MECHANICAL	
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29	LANDSCAPE	LANDSCAPE	
30	ASPHALT	ASPHALT	
31	CONCRETE	CONCRETE	
32	BRICK	BRICK	
33	STUCCO	STUCCO	
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35	GLASS	GLASS	
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38	ROOFING	ROOFING	
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40	ELECTRICAL	ELECTRICAL	
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42	HEATING	HEATING	
43	CULVERT	CULVERT	
44	LANDSCAPE	LANDSCAPE	
45	ASPHALT	ASPHALT	
46	CONCRETE	CONCRETE	
47	BRICK	BRICK	
48	STUCCO	STUCCO	
49	PAINT	PAINT	
50	GLASS	GLASS	
51	METAL	METAL	
52	WOOD	WOOD	
53	ROOFING	ROOFING	
54	MECHANICAL	MECHANICAL	
55	ELECTRICAL	ELECTRICAL	
56	PLUMBING	PLUMBING	
57	HEATING	HEATING	
58	CULVERT	CULVERT	
59	LANDSCAPE	LANDSCAPE	
60	ASPHALT	ASPHALT	
61	CONCRETE	CONCRETE	
62	BRICK	BRICK	
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67	WOOD	WOOD	
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69	MECHANICAL	MECHANICAL	
70	ELECTRICAL	ELECTRICAL	
71	PLUMBING	PLUMBING	
72	HEATING	HEATING	
73	CULVERT	CULVERT	
74	LANDSCAPE	LANDSCAPE	
75	ASPHALT	ASPHALT	
76	CONCRETE	CONCRETE	
77	BRICK	BRICK	
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99	MECHANICAL	MECHANICAL	
100	ELECTRICAL	ELECTRICAL	

bdg architects

26730 ADELL CENTER DRIVE
NOVI, MI 48375

TEL: 248.474.1300
WWW.BDGA.COM

TEXAS ROADHOUSE

26730 ADELL CENTER DRIVE
NOVI, MI 48375

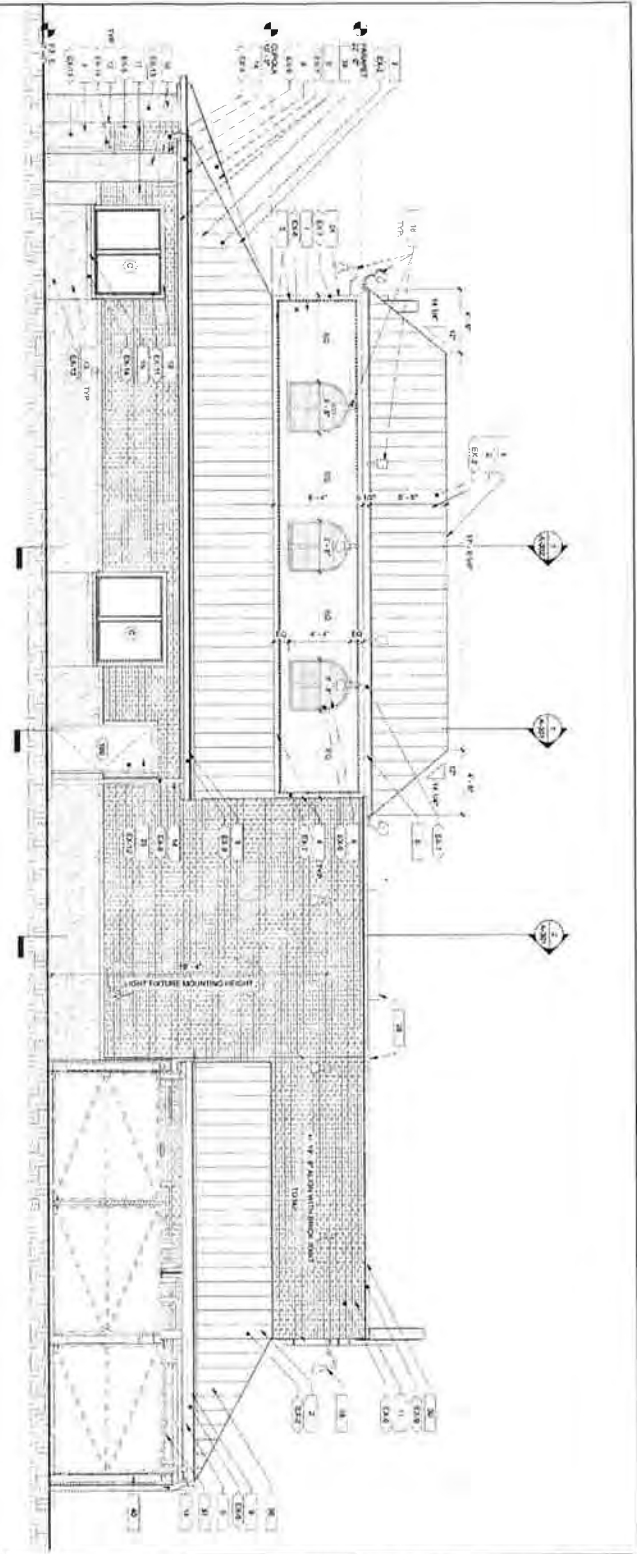
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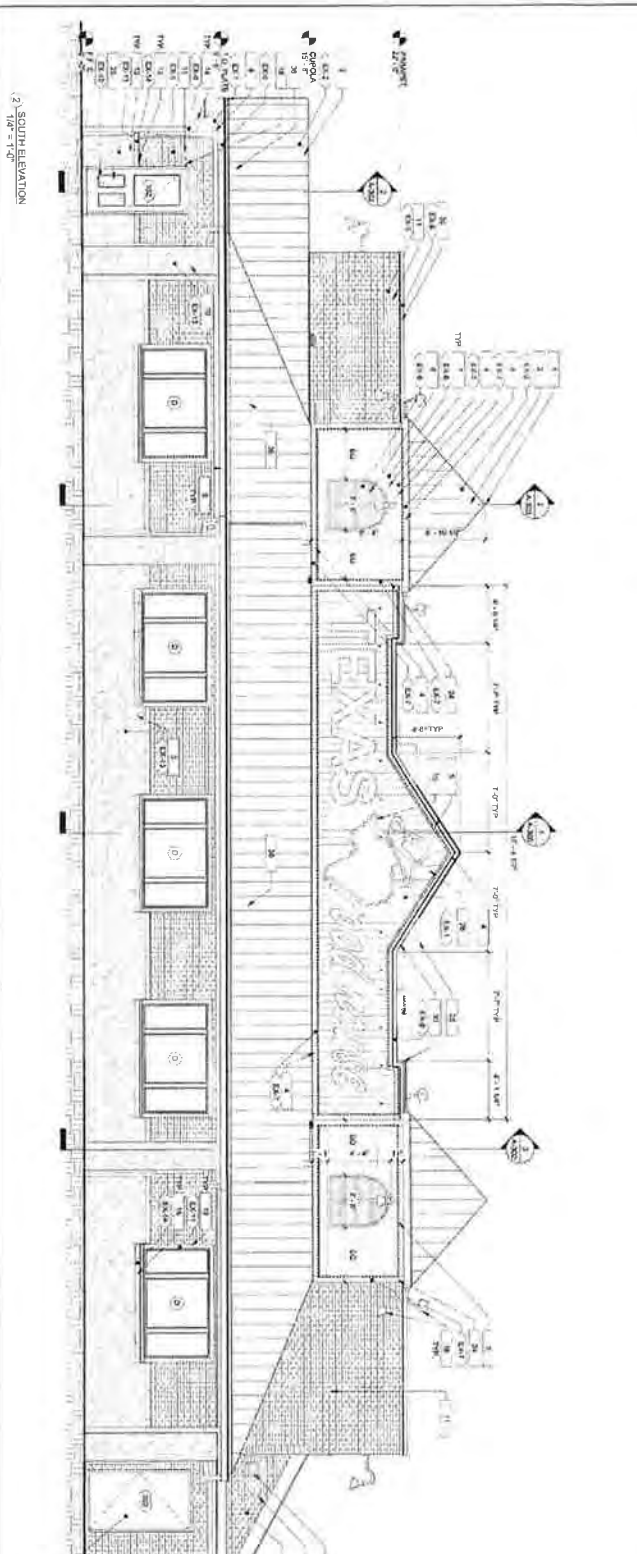
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EXTERIOR ELEVATIONS

A-200



WEST ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"

ELEVATION NOTES

1. METAL BRACK VENT
2. 1/2" BRICK VENEER
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NOTE: SEE A-200
FOR EXTERIOR
FINISH SCHEDULE



TEXAS ROADHOUSE
26730 ADELL CENTER DRIVE
NOVI, MI 48375

BID SET 06/19/2019



PROJECT INFORMATION BLOCK	DATE	NO.
OWNER	DATE	NO.
ARCHITECT	DATE	NO.
ENGINEER	DATE	NO.
CONTRACT NO.	DATE	NO.
SHEET NO.	DATE	NO.
SHEET TITLE	DATE	NO.
SHEET NUMBER	DATE	NO.

A-201



Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Texas Roadhouse Holdings LLC	
Address to be licensed: TBD	
City: Novi	Zip Code:
City/township/village where license will be issued: Novi City	County: Oakland
Federal Employer Identification Number (FEIN): 31-1515794	

1. Are you requesting a new license? Yes No
2. Are you applying ONLY for a new permit or permission? Yes No
3. Are you buying an existing license? Yes No
4. Are you transferring the classification of an existing on premises license? Yes No
5. Are you modifying the size of the licensed premises? Yes No
 If Yes, specify: Adding Space Dropping Space Redefining Licensed Premises
6. Are you transferring the location of an existing license? Yes No
7. Is this license being transferred as the result of a default or court action? Yes No
8. Do you intend to use this license actively? Yes No

Leave Blank - MLCC Use Only

Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): Outback Steakhouse of Florida, LLC	
Current licensed address: 1880 S. Rochester Rd.	
City: Rochester Hills	Zip Code: 48307-3532
City/township/village where license is issued: Rochester Hills City	County: Oakland

Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	\$70.00	License & Permit Fees:	\$850.00	TOTAL FEES:	\$920.00
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Schedule A - Licenses, Permits, & Permissions

Applicant name: Texas Roadhouse Holdings LLC

Off Premises License Type: **Base Fee:** Fee Code MLCC Use Only

New Transfer

SDM License \$100.00

SDD License \$150.00

Resort SDD License Upon Licensure/\$150.00
Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less

Off Premises Permits: **Base Fee:**

Sunday Sales Permit (AM)* \$160.00

Sunday Sales Permit (PM)** \$22.50
(Held with SDD License)

Catering Permit \$100.00

Secondary Location Permit - Complete Form LCC-201

Beer and Wine Tasting Permit No charge

Living Quarters Permit No charge

On/Off Premises Permission Type: **Base Fee:**

Off-Premises Storage No charge

Direct Connection(s) No charge

Motor Vehicle Fuel Pumps No charge

*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

**Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

Inspection, License, Permit, & Permission Fee Calculation

Number of Licenses:	1	x \$70.00 Inspection Fee	
Total Inspection Fee(s):	Fee Code: 4036	\$70.00	
Total License Fee(s):		\$600.00	
Total Permit Fee(s):		\$250.00	
TOTAL FEES DUE:		\$920.00	

Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.

Make checks payable to **State of Michigan**

On Premises License Type: **Base Fee:** Fee Code MLCC Use Only

New Transfer

B-Hotel License \$600.00
 Number of guest rooms: _____

A-Hotel License \$250.00
 Number of guest rooms: _____

Class C License \$600.00 4034

Tavern License \$250.00

Resort License Upon Licensure

DDA/Redevelopment License Upon Licensure

Brewpub License \$100.00

G-1 License \$1,000.00

G-2 License \$500.00

Aircraft License \$600.00

Watercraft License \$100.00

Train License \$100.00

Continuing Care Retirement Center License \$600.00
 MCL 436.1545(1)(b)(i) MCL 436.1545(1)(b)(ii)
B-Hotel or Class C Licenses Only:

Additional Bar(s)
 Number of Additional Bars: _____

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

On Premises Permits: **Base Fee:**

Sunday Sales Permit (AM)* \$160.00 4033

Sunday Sales Permit (PM)** \$90.00 4032

Catering Permit \$100.00

Banquet Facility Permit - Complete Form LCC-200

A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.

Outdoor Service No charge

Dance Permit No charge

Entertainment Permit No charge

Extended Hours Permit: No charge

Dance Entertainment Days/Hours: _____

Specific Purpose Permit: No charge

Activity requested: _____

Days/Hours requested: _____

Living Quarters Permit No charge

Topless Activity Permit No charge

Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name: Texas Roadhouse Holdings LLC

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the Food Law of 2000, MCL 289.1101 to MCL 289.8111.
- b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.
MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- c. Applicant's establishment is a pharmacy as defined in the Public Health Code, MCL 333.17707.
MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.
- d. Applicant's establishment qualifies as a marina under MCL 436.1539.
MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.
- e. Applicant does not qualify under any of the quota exemptions or waiver listed above.
MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.

Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.*
- If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301.

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Texas Roadhouse, Inc.		
Home address: 6040 Dutchmans Lane		
City: Louisville	State: KY	Zip Code: 40205
Business Phone: 502-855-5512	Cell Phone:	Email: katie.mccullum@texasroadhouse.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input checked="" type="radio"/> Yes <input type="radio"/> No		
Chain - see attached list		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <u>Livescan Fingerprint Background Request</u> " with your application.		

Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).

Date of Birth:	Social Security Number:	Driver's License Number:
Are you a citizen of the United States of America?		<input type="radio"/> Yes <input type="radio"/> No
Have you ever legally changed your name?		<input type="radio"/> Yes <input type="radio"/> No
If you answered "yes", please list your prior name(s) (including maiden):		
Spouse's full name (if currently married):		
Spouse's date of birth:	Is your spouse a citizen of the United States of America? <input type="radio"/> Yes <input type="radio"/> No	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <input type="radio"/> Yes <input type="radio"/> No		
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC? <input type="radio"/> Yes <input type="radio"/> No		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes , list below (attach additional pages if necessary): <input type="radio"/> Yes <input type="radio"/> No		
Date	City/State	Charge
Disposition		

Part 5c - Signature

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Celia Catlett, Corporate Secretary



1 / 30 / 2019

Print Name

Signature

Date

Part 6 - Contact Information

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?			<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?			<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Steven J. Grobbel		Relationship: Authorized Agent				
Mailing address: 2055 Orchard Lake Road, Sylvan Lake, MI 48320						
Phone: 248-816-5000 x-2	Fax number: 248-816-5115	Email: sgrobbel@cebhlaw.com				

Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)

Attorney name: Steven J. Grobbel		Member Number: P-42818			
Attorney address: 2055 Orchard Lake Road, Sylvan Lake, MI 48320					
Phone: 248-816-5000 x-2	Fax number: 248-816-5115	Email: sgrobbel@cebhlaw.com			
Would you prefer that we contact your attorney for all licensing matters related to this application?					<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?					<input checked="" type="radio"/> Yes <input type="radio"/> No

Part 8 - Signature of Applicant

Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.

Notice: When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

Celia Catlett, Corporate Secretary of

Print Name of Applicant & Title
Texas Roadhouse, Inc., Manager of
Texas Roadhouse Holdings LLC

Celia Catlett
Kimm Signature of Applicant

1-30-19
Date

Please return this completed form along with corresponding documents and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-284-8557



cityofnovi.org

Receipt: 9091

08/05/19

Page

LIQUOR LICENSE TRANSFER FEE

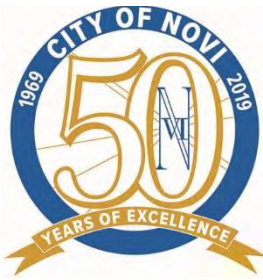
The sum of: \$1,210.00

TEXAS ROADHOUSE HOLDINGS

**6040 DUTCHMAN'S LANE
LOUISVILLE KY 40205**

LIQUOR	NEW LICENSE			1,210.00
			Total	1,210.00
	TENDERED:	CHECKS	756048	1,210.00

Signed: _____



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Consideration of approval to purchase two (2) 2020 Ford F-150s and two (2) 2020 Ford F-350s from Signature Ford, through the Macomb County Cooperative Purchasing Contract; and the upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of \$144,762.

SUBMITTING DEPARTMENT: Department of Public Works- Fleet Division
Parks Recreational & Cultural Services
Integrated Solutions- Parks Maintenance & Facilities

EXPENDITURE REQUIRED	\$ 29,763- 208-691.00-983.040 \$ 31,399- 101-265.00-983.026 \$ 42,285- 101-265.10-983.032 <u>\$ 41,315- 101-265.10-983.033</u> \$ 144,762 Total
AMOUNT BUDGETED	\$ 32,000- 208-691.00-983.040 \$ 35,000- 101-265.00-983.026 \$ 44,575- 101-265.10-983.032 <u>\$ 41,400- 101-265.10-983.033</u> \$ 152,975 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	208-691.00-983.040, 101-265.00-983.026 101-265.10-983.032, 101-265.10-983.033

BACKGROUND INFORMATION:

The new 2020 Ford F-150s and 2020 Ford F-350s will be replacing the following vehicles:

- #107 2006 Ford F-150
- #112 2007 Ford F-150
- #608 2006 Ford F-250
- #645 2007 Ford F-350

All four of the existing vehicles recently required significant mechanical failures along with extensive rusting, and are past the expected service life.

Vehicle #107 is assigned to Parks Recreational & Cultural Services for day-to-day movement of PRCS equipment and for event setups.

Vehicle #112 is assigned to Integrated Solutions-Facilities Division for the assistance in maintain all city properties interiors and exteriors.

Vehicles #608 and #645 are assigned to Integrated Solutions- Parks Maintenance Division, and are used to maintain the parks and move equipment, workers, and materials to and from job sites.

RECOMMENDED ACTION: Approval to purchase two (2) 2020 Ford F-150s and two (2) 2020 Ford F-350s from Signature Ford, through the Macomb County Cooperative Purchasing Contract; and the upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of \$144,762.



October 10, 2019

City of Novi
Attn: Mike Rhatigan
45175 W. Ten Mile Road
Novi, MI 48375

Attn: Mike Rhatigan:

Price on 2020 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(2) 2020 Ford F150 Regular Cab 4x4 Pickup 8' Box in Race Red	\$25,133.00 ea
Total Delivered Price	\$50,266.00

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 30-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 30 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb# 21-18 T.1, T.2, T.3
2020 F-150
Reg. Cab, Super Cab XL
Major Standard Equipment

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Electronic Six-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Sport (standard w/3.3L V6 PFDI)
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport (standard w/3.0L V6 Power Stroke® Turbo Diesel, 3.5L V6 EcoBoost®, 2.7L V6 EcoBoost®, & 5.0L V8 engines)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Automatic High Beam
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
- Standard Range 23 Gallon (Regular Cab and SuperCab)
- Fully Boxed Steel Frame
- Grille – Black Two Bar Style with Black Nostrils and Black Surround
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate – removable with key lock
- Tires
- 245/70R 17 BSW all-season tires (A/S) BSW 4x2
- 265/70R 17 OWL all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" Silver Steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Manual Windows
 - 2nd Row Fixed Windows (SuperCab)
 - 2.3" Productivity Screen in Instrument Cluster
 - 4.2" Center-stack Screen w/Audio Controls
 - Air Conditioning Registers – Black Vanes with Chrome Knob
 - Auxiliary Audio Input Jack (NA w/SYNC®)
 - Black Vinyl Floor Covering
 - Cupholder, deployable – under 20% seat
 - Dome Light
 - Fade-to-Off Interior Lighting
 - Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
 - Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Horn – Dual-Note
 - Manual Air Conditioning, Single Zone
 - Manual Locks
 - Outside Temperature Display
 - Powerpoint 12V – Front
 - Rear-window with Fixed Glass and Solar Tint
 - Rearview Mirror, Day/Night
 - Scuff Plate, Driver and Front-Passenger Doors
 - Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
 - Seat, Rear
 - Cloth
 - 60/40 flip-up split seat (SuperCab)
 - Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
 - Visor, Driver Side; Visor with Mirror, Passenger-Side
- SAFETY/SECURITY**
- AdvanceTrac® w/RSC® (Roll Stability Control™)
 - Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
 - Curve Control
 - Halogen Headlamps
 - Rainlamp Wiper Activated Headlamps
 - Rear View Camera with Dynamic Hitch Assist
 - Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
 - SecuriLock® Passive Anti-Theft System (PATS)
 - SOS Post-Crash Alert System™
 - Tire Pressure Monitoring System (TPMS)
- DRIVER ASSIST TECHNOLOGY**
- Autolamp – Auto On/Off Headlamps
 - FordPass™ Connect 4G Wi-Fi Modem
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Locate parked vehicle2
 - Check vehicle status2
 - Pre-Collision Assist with Automatic Emergency Braking
- FUNCTIONAL**
- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab)
 - Hill Start Assist

XL 100A Regular Cab 8 Ft. Box

[]	Base Price F1C 4x2 (3.3L PFDI V6 engine 6100 GVWR 1900 PAYLOAD) 99B/446 (T.1)	\$19,823.00
[]	Base Price F1C 4x2 (2.7L V6 EcoBoost™ engine 6100 GVWR 1800 PAYLOAD) 99P/44G	\$20,818.00
[]	Base Price F1C 4x2 (5.0L 4V FFV V8 engine 6750 GVWR 2360 PAYLOAD) 99S/44G (T.2)	\$21,818.00
[]	Base Price F1C 4x2 (3.5L V6 EcoBoost™ engine 7050 GVWR 2060 PAYLOAD) 99A/44G	\$22,418.00
[x]	Base Price F1E 4x4 (3.3 PFDI V6 engine 6100 GVWR 1670 PAYLOAD) 99B/446	\$22,923.00
[]	Base Price F1E 4x4 (2.7L V6 EcoBoost™ engine 6250 GVWR 1700 PAYLOAD) 99P/44G	\$23,918.00
[]	Base Price F1E 4x4 (5.0L 4V FFV V8 engine 6950 GVWR 2300 PAYLOAD) 99S/44G (T.3)	\$24,918.00
[]	Base Price F1E 4x4 (3.5L V6 EcoBoost™ engine 7050 GVWR 2330 PAYLOAD) 99A/44G	\$25,518.00

XL 100A Super Cab 6.5 Ft. Box

[]	Base Price X1C, 4x2 (3.3L PFDI V6 engine 6100 GVWR 1680 PAYLOAD) 99B/446	\$21,363.00
[]	Base Price X1C, 4x2 (2.7L V6 EcoBoost™ engine 6250 GVWR 1740 PAYLOAD) 99P/44G	\$22,358.00
[]	Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 6900 GVWR 2330 PAYLOAD) 99S/44G	\$23,358.00
[]	Base Price X1C, 4x2 (3.5L V6 EcoBoost™ engine 6900 GVWR 2280 PAYLOAD) 99A/44G	\$23,958.00
[]	Base Price X1E, 4x4 (3.3L PFDI V6 engine 6300 GVWR 1660 PAYLOAD) 99B/446	\$23,591.00
[]	Base Price X1E, 4x4 (2.7L V6 EcoBoost™ engine 6500 GVWR 1740 PAYLOAD) 99P/44G	\$24,586.00
[]	Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7050 GVWR 2230 PAYLOAD) 99S/44G	\$25,586.00
[]	Base Price X1E, 4x4 (3.5L V6 EcoBoost™ engine 7050 GVWR 2170 PAYLOAD) 99A/44G	\$26,186.00

XL 100A Super Cab 8 Ft. Box

[]	Base Price X1C, 4x2 (2.7L V6 EcoBoost™ engine 6500 GVWR 1910 PAYLOAD) 99P/44G	\$22,482.00
[]	Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 7000 GVWR 2330 PAYLOAD) 99S/44G	\$23,333.00
[]	Base Price X1C, 4x2 (3.5L V6 EcoBoost™ engine 7050 GVWR 2290 PAYLOAD) 99A/44G	\$23,845.00
[]	Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7000 GVWR 2060 PAYLOAD) 99S/44G	\$25,847.00
[]	Base Price X1E, 4x4 (3.5L V6 EcoBoost™ engine 7050 GVWR 2030 PAYLOAD) 99A/44G	\$26,358.00

XL 100A Heavy Duty Payload Package (627) 8 Ft. Box

Package Includes: 17" Silver Steel Heavy Duty Wheels, Upgraded springs, radiator and auxiliary transmission oil cooler, 9.75" gear set, 3.73 Electronic Locking Rear Axle, Trailer Towing package, and LT245/70R17E BSW All-Terrain Tires

Regular Cab Heavy Duty Payload Package

[]	Base Price F1C, 4x2 (5.0L 4V FFV V8 engine 7600 GVWR 3070 PAYLOAD) 99S/44G	\$23,777.00
[]	Base Price F1C, 4x2 (3.5L V6 EcoBoost™ engine 7600 GVWR 3040 PAYLOAD) 99A/44G	\$25,009.00
[]	Base Price F1E, 4x4 (5.0L 4V FFV V8 engine 7600 GVWR 2680 PAYLOAD) 99S/44G	\$26,676.00
[]	Base Price F1E, 4x4 (3.5L V6 EcoBoost™ engine 7600 GVWR 2820 PAYLOAD) 99A/44G	\$27,358.00

Super Cab Heavy Duty Payload Package

[]	Base Price X1C, 4x2 (5.0L 4V FFV V8 engine 7600 GVWR 2790 PAYLOAD) 99S/44G	\$25,120.00
[]	Base Price X1C, 4x2 (3.5L V6 EcoBoost™/engine 7600 GVWR 2770 PAYLOAD) 99A/44G	\$25,802.00
[]	Base Price X1E, 4x4 (5.0L 4V FFV V8 engine 7600 GVWR 2540 PAYLOAD) 99S/44G	\$27,634.00
[]	Base Price X1E, 4x4 (3.5L V6 EcoBoost™ engine 7600 GVWR 2520 PAYLOAD) 99A/44G	\$28,315.00

Available Options	Option Code	Price
<input checked="" type="checkbox"/> Cloth 40/20/40 Split Bench Seats	CG	N/C
<input type="checkbox"/> Cloth 40/Console/40 Front Bucket Seats w/Center Console (SuperCab Only)	WG	295.00
<input type="checkbox"/> Manual Driver Lumbar	90L	40.00
<input type="checkbox"/> XL MID PACKAGE (XL Power Equipment Group (Power Windows, Power Door-Locks with Flip Key and Integrated Key Transmitter keyless-entry (includes Autolock), Power Tailgate Lock, Perimeter Alarm, Illuminated Entry, Manual-folding, Power Glass Sideview Mirrors with Black Skull Caps, MyKey®, 4.2" Productivity Screen with compass in instrument cluster, SYNC®, Cruise Control, and Trailer Towing Package)	101A/53A/C	2500.00
<input type="checkbox"/> 110V/440W Power Outlet (Only Available with XL MID Package 101A Super Cab, and Includes Reverse Sensing System (76R))	91V/76R	475.00
<input type="checkbox"/> 36 Gallon Fuel Tank	655	445.00
<input type="checkbox"/> LT245/70R17E BSW All-Terrain (A/T) Tires	T7C	295.00
<input type="checkbox"/> CNG/Propane Gaseous Engine Prep Pack (req. 995 5.0L V8 engine)	98G	315.00
<input type="checkbox"/> Trailer Tow Package	53A	995.00
<input type="checkbox"/> Trailer Towing Package with Integrated Trailer Brake Controller	53A/67T	1270.00
<input type="checkbox"/> Reverse Sensing System (Must Order Trailer Towing Package)	76R	275.00
<input type="checkbox"/> Axle Locking Rear	XL	570.00
<input type="checkbox"/> Front / Rear Chrome Bumper with Fog Lamps	17C	315.00
<input type="checkbox"/> Chrome Appearance Package (17" Silver Painted Aluminum Wheels, Chrome Front and Rear Bumpers and Fog Lamps)	86A	775.00
<input type="checkbox"/> Cruise Control	50S	225.00
<input checked="" type="checkbox"/> Cruise Control with SYNC	50S/52P	645.00
<input checked="" type="checkbox"/> Power Equipment Group, Power Locks/Windows, w/Keyless Entry, Power Mirrors, Reg. Cab Only	85A	970.00
<input type="checkbox"/> Power Equipment Group, Power Locks/Windows, w/Keyless Entry, Power Mirrors, SuperCab Only	85A	1170.00
<input type="checkbox"/> 8-Way Power Drivers Seat (Must have Power Equipment Group (85A)	91P	350.00
<input type="checkbox"/> Mirrors Sideview Manual-folding, Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps Only Available with Power Equipment Group (85A)	54R/59S	480.00
<input type="checkbox"/> Trailer Tow Mirrors Sideview Manual-folding, Manual Telescoping Power Glass with Heat, Turn Signal Auto-Dimming Feature (Driver's Side), High-Intensity LED Security Approach Lamps, LED Side-mirror Spotlights and Black Skull Caps. Only Available with Trailer Tow (53A), Power Equipment Group (85A) & Rear Defroster (57Q/924)	54Y/59S	570.00
<input type="checkbox"/> Skid Plates 4x4 Only	413	160.00
<input type="checkbox"/> Snow Plow Prep (4x4, and Available w/5.0L Engine Only)	68P	50.00
<input type="checkbox"/> Rear Window, Privacy Glass with Defroster	57Q/924	320.00
<input type="checkbox"/> Black Platform Running Boards	18B	250.00
<input type="checkbox"/> Fog Lamps	595	140.00
<input type="checkbox"/> Tailgate Step	63T	375.00
<input type="checkbox"/> Pickup Box Access Steps (6.5' or 8' styleside box only)	63S	325.00
<input type="checkbox"/> Daytime Running Lights	942	50.00
<input type="checkbox"/> Engine Block Heater	41H	90.00
<input type="checkbox"/> Back up Alarm System	85H	125.00
<input type="checkbox"/> Front License Plate Holder	153	N/C
<input type="checkbox"/> Color-Coordinated Carpet w/Carpeted Floor Mats	168	145.00
<input checked="" type="checkbox"/> Spray in Bedliner	96W	595.00
<input type="checkbox"/> Bed Liner – Plastic, Drop-in (NA w/ Cable Lock – 47S)	96P	350.00
<input type="checkbox"/> BoxLink (includes Four (4) premium locking cleats)	55B	80.00
<input type="checkbox"/> LED Warning Strobes – Amber (Includes Center High-Mounted Stop Light	94S	675.00

TOTAL \$25,133.00 ea

Colors & Trim Availability:

<u>Exterior</u>	<u>Interior</u> <u>(Med. Earth Grey)(AG)</u>	
Agate Black	(UM)	[]
Oxford White	(YZ)	[]
Magnetic	(J7)	[]
Race Red	(PQ)	[x]
Blue Jeans	(N1)	[]
Iconic Silver	(JS)	[]
Stone Gray	(D1)	[]
Velocity Blue	(E7)	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[B1]	[]
Omaha Orange Add \$660.00	[MB]	[]

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

October 11, 2019

City of Novi
45175 Ten Mile Road, Novi, MI 48375-3024
Attn: Mike Rhatigan, Fleet Asset Manager

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

Chassis information:

2020 Ford F-150 #1, 4x4, SRW, Regular Cab & 8' bed

Install Custom Lighting & Electrical including the following:

Toggle switches for warning lighting & liftgate power

One (1) SoundOff Pinnacle (mo. EPL71PDAC) amber-only mini lightbar on cab roof 3rd brake light bracket

Install Weather Guard Saddle Box including the following:

Clear-color aluminum diamond plate powder-coat

Full-size extra wide, 15.3 cubic feet capacity, 27-½" wide (mo. 117-0-02)

Install Thieman TopLifter Hydraulic Liftgate including the following:

Model TT 15 ET 56 x 26+5 Bar Grate

Platform dimensions are 56" wide x 26" plus a 5" fixed ramp

Galvanized steel bar grating one-piece platform

Split-style non-towing bumper

Lifting capacity of 1,500#

Power-up & gravity-down functioning

12 VDC electric-over-hydraulic

Standard toggle control switch at gate for up & down

Remount factory back-up camera in mounting hardware kit

Power switch in-cab utilizing switch

Install Luverne serrated grip-step foot rails for Reg Cab on both sides (mos. LV415060 & LV401521)

Install WeatherTech Floor Liners, Black, 1st row only (mo. WT446981V)

Above installed equipment pricing: \$6,266.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 45 days.

Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.

2% discount off total taken at invoice if payment received within 30 days.

FOB: City of Novi

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

October 11, 2019

City of Novi
45175 Ten Mile Road, Novi, MI 48375-3024
Attn: Mike Rhatigan, Fleet Asset Manager

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

Chassis information:

2020 Ford F-150 #2, 4x4, SRW, Regular Cab & 8' bed

Install Custom Lighting & Electrical including the following:

Toggle switch for liftgate power

Install Thieman TopLifter Hydraulic Liftgate including the following:

Model TT 15 ET 56 x 26+5 Bar Grate

Platform dimensions are 56" wide x 26" plus a 5" fixed ramp

Galvanized steel bar grating one-piece platform

Split-style non-towing bumper

Lifting capacity of 1,500#

Power-up & gravity-down functioning

12 VDC electric-over-hydraulic

Standard toggle control switch at gate for up & down

Remount factory back-up camera in mounting hardware kit

Power switch in-cab utilizing switch

Install Luverne serrated grip-step foot rails for Reg Cab on both sides (mos. LV415060 & LV401521)

Install WeatherTech Floor Liners, Black, 1st row only (mo. WT446981V)

Above installed equipment pricing: \$4,630.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 45 days.

Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.

2% discount off total taken at invoice if payment received within 30 days.

FOB: City of Novi

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



October 10, 2019

City of Novi
Attn: Mike Rhatigan
45175 W. Ten Mile Road
Novi, MI 48375

Attn: Mike Rhatigan:

Price on 2020 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(2) 2020 Ford F350 Regular Cab 4x4 Pickup 8' Box in Race Red	\$29,370.00 ea
Total Delivered Price	\$58,740.00

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 30-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 30 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

Macomb Co# 21-18. T.10
2019 F-350 SRW Models
Reg. Cab, SuperCab, Crew Cab
Major Standard Equipment

MECHANICAL

- Brakes – Four-Wheel Disc Anti-lock Brake System
- Engine 6.2L 2 Valve Gas SOHC EFI NA V8 (Flex-Fuel)
- Fuel Tanks
 - 29 Gallon (Diesel Engine) — 142" or 148" Wheelbase
 - 34 Gallon (Diesel Engine) — 160" or 164" Wheelbase
 - 34 Gallon (Gas Engine) — NA 176" Wheelbase
 - 48 Gallon (Gas and Diesel Engine) — 176" Wheelbase
- TorqShift–Six-speed automatic (6R140) w/SelectShift®

EXTERIOR

- Bumpers – front & rear, black painted
- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fender vents – front
- Front License Plate Bracket
- Glass – solar-tinted
- Grille – black painted
- Handles – door & tailgate, black
- Jack
 - 2-Ton mechanical (250/350 SRW)
- Lamps – pickup box and cargo area
- Moldings – tailgate and box-rail
- Tailgate – Removable w/key lock & Tailgate Lift Assist
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Tires–LT245/75R17E BSW A/S (5)
- Wheels F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
 - Spare tire, wheel, lock & carrier
- Windshield wipers – intermittent

INTERIOR/COMFORT

- 2.3" Productivity Screen in IP Cluster
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Convenience
 - Coat hooks – LH/RH color-coordinated
 - Dash top tray
 - Dome Lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - Powerpoint, auxiliary
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Headliner – color-coordinated cloth
- Hood release
- Horn – dual electric
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Instrument panel – color-coordinated w/dual glove box, 4 air registers w/positive shut off, powerpoint
- Instrumentation – Multi-function switch message center w/Ice Blue® Lighting
- Mirror – rearview 11.5" day/night
- Outside Temperature Display
- Overhead console w/dual storage bins and map lights (NA Regular Cab)

- Powerpoint – auxiliary two (2) in instrument panel
- Scuff plates – front, color-coordinated
- Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side), front center-seat w/integrated restraint
- Steering – power
- Steering – damper
- Steering wheel – black vinyl with tilt and telescoping steering wheel/column; includes three (3) button message control
- Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror
- Window – Rear, fixed
- Windshield Wipers – intermittent

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Belt-Minder® (front safety belt reminder)
 - chime & flashing warning light on I/P if belts not buckled
- Child tethers (Regular Cab, front-passenger and all rear-seating positions)
 - Center High-mounted Stop Lamp (CHMSL)
- Driver and passenger frontal and side airbag/curtain; passenger side deactivation Switch
- Headlamps – Quad beam jewel effect halogen
- Individual Tire Pressure Monitoring System
- Mirrors – manually telescoping two-way fold trailer tow with manual glass
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System
- SecuriLock® Passive Anti-Theft System; includes MyKey® owner controls feature (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control
- Underhood service light

DRIVER ASSIST

- AutoLamp (Auto On/Off Headlamps) with Rainlamp Wiper Activated Headlamps
- Hill Start Assist
- Rear View Camera

FUNCTIONAL

- Audio – AM/FM stereo (speakers; four (4) w/Reg. Cab, six (6) w/Super and Crew Cabs)
- Axle
 - Twin I-beam front axle w/coil spring suspension (narrow front track) – 4x2 (F-250 and F-350)
 - Mono-beam front axle w/coil spring suspension (narrow front track) – 4x4 (F-250 and F-350)
 - Rear – Non-Limited-Slip (F-250/F-350)
- Battery
 - Gas engine – 650-CCA, 72-AH (XL only)
 - Diesel engine – 750-CCA, 78-AH, dual (6.7L Power Stroke® Diesel engine)
- Electronic Shift on the fly 4x4
- Heavy-Duty Alternator (157 AMP)
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system (6.2L Gas engine)
- Shock absorbers – heavy-duty gas
- Stabilizer bar – front

10000# GVWR Regular Cab 8 Ft. Box, 142"WB, 10300# GVWR

<input type="checkbox"/>	Base Price 4x2 (F3A/610a)	\$23,838.00
<input checked="" type="checkbox"/>	Base Price 4x4 (F3B/610a)	\$26,295.00
<input type="checkbox"/>	Base Price 4x4 (F3B/610a), (6.7L Diesel Engine)	\$34,080.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10400# GVWR

<input type="checkbox"/>	Base Price 4x2 (X3A/610a)	\$25,891.00
<input type="checkbox"/>	Base Price 4x4 (X3B/610a)	\$28,348.00

10300# GVWR SuperCab 8 Ft. Box, 164"WB, 10700# GVWR

<input type="checkbox"/>	Base Price 4x2 (X3A/610a)	\$26,066.00
<input type="checkbox"/>	Base Price 4x4 (X3B/610a)	\$28,523.00

10100# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10500# GVWR

<input type="checkbox"/>	Base Price 4x2 (W3A/610a)	\$26,977.00
<input type="checkbox"/>	Base Price 4x4 (W3B/610a)	\$29,458.00

10500# GVWR Crew Cab 8 Ft. Box, 176" WB, 10800# GVWR

<input type="checkbox"/>	Base Price 4x2 (W3A/610a)	\$27,173.00
<input type="checkbox"/>	Base Price 4x4 (W3B/610a)	\$29,630.00

<u>Available Standard Options</u>	<u>Option</u>	<u>Price</u> <u>Reg.&Super/Crewcab</u>
<input type="checkbox"/>	6.7L Power Stroke 4V Diesel V8 (B20)/TorqShift 6-Spd Auto.	99T/44W 9120.00
<input type="checkbox"/>	CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F 315.00
<input type="checkbox"/>	Engine Block Heater	41H 100.00
<input type="checkbox"/>	Seats, 40/20/40 Split Bench Cloth	1S 100.00/315.00
<input type="checkbox"/>	Seat, Vinyl High Back Buckets (Regular Cab only)	LS 355.00
<input type="checkbox"/>	Seats, Cloth High Back Buckets	4S 515.00/615.00
<input type="checkbox"/>	Tires, LT245/75Rx17E All-Terrain (5)	TBM 165.00
<input type="checkbox"/>	Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD 455.00
<input type="checkbox"/>	Tires, LT275/65Rx18E BSW A/S (5)	TCH/64F 455.00
<input type="checkbox"/>	Tires, LT275/70Rx18E BSW All-Terrain 4x4 ONLY	TDX/64F 620.00
<input type="checkbox"/>	CNG/LPG Prep Fuel Capable Engine	98F 315.00
<input type="checkbox"/>	Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T 250.00
<input type="checkbox"/>	Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R 250.00
<input checked="" type="checkbox"/>	Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K 915.00/1125.00cc
<input type="checkbox"/>	Powercode Remote Start System (Req. Power Equip. Grp 90L) 76S	250.00
<input type="checkbox"/>	Privacy Glass with Heated Backlight/Rear Window Defrost	43B/924 90.00
	(Requires Power Equipment 90L/54K)	
<input type="checkbox"/>	Dual Alternators, Diesel only (total of 377 amps)	67B 115.00
<input checked="" type="checkbox"/>	Extra-Extra Heavy Duty Alternator 240 amp (Gas Engine Only)	67E 85.00
<input checked="" type="checkbox"/>	Dual Batteries (78 Amp.) (Gas Engine Only)	86M 210.00
<input type="checkbox"/>	110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E 160.00
<input type="checkbox"/>	Keys Extra (Regular) \$75.00 x __ =	Sig 75.00 ea
<input type="checkbox"/>	Keys Extra (With Power Group) \$220.00 x __ =	Sig 220.00 ea
<input type="checkbox"/>	Trailer Brake Controller	52B 270.00
<input type="checkbox"/>	Transmission Power Take-Off Provision	62R 280.00
<input type="checkbox"/>	Manual Shift on Stop 4-Wheel Drive System (Floor Shift Lever)	21M N/C
<input type="checkbox"/>	Cab Steps Molded Black	18B 320.00/445.00

<input type="checkbox"/>	Reverse Vehicle Aid Sensor	76R	245.00
<input type="checkbox"/>	Roof Clearance Lights	592	80.00
<input type="checkbox"/>	Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
<input type="checkbox"/>	Speed Control	525	235.00
<input checked="" type="checkbox"/>	Upfitter Switches (6) located in overhead console)	66S	165.00
<input checked="" type="checkbox"/>	Upfitter Interface Module	18A	295.00
<input type="checkbox"/>	10,000 GVWR Package	68D	100.00
<input type="checkbox"/>	4x4 Off-Road Pkg (Incl.Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00
<input checked="" type="checkbox"/>	Snow Plow Prep Package(N/A with 67H)	473	185.00
<input type="checkbox"/>	Camper Package	471	160.00
<input type="checkbox"/>	Snow Plow/Camper Package	47B	245.00
<input type="checkbox"/>	Suspension Package, Heavy Service(N/A with 473)	67H	125.00
<input type="checkbox"/>	XL Decor Group (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments)	17F	220.00
<input type="checkbox"/>	XL Value Pkg (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments, SYNC & Cruise Control)	96V	1000.00
<input type="checkbox"/>	STX APPEARANCE PACKAGE (AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab), Bright Chrome Grille, Bright Hub Covers, Chrome Front and Rear Step Bumpers, Cruise Control, STX Fender Vent Badge, SYNC® 18" Sparkle Silver Painted Cast Aluminum Wheels (648), and LT275/65Rx18E BSW A/S (TCH)	17S	1690.00
<input checked="" type="checkbox"/>	SYNC Bluetooth System	585	550.00
<input type="checkbox"/>	SYNC 3 with Ultimate Trailer Tow Camera System (Requires Power Equipment Group 90L/54K)	913/585/874	1710.00
<input type="checkbox"/>	Pickup Box Delete(8' box only)	66D	(465.00)
<input type="checkbox"/>	Rearview Camera Prep Kit for Box Delete (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	470.00
<input type="checkbox"/>	Heavy Service Package for Pickup Box Delete Only	63R	125.00
<input type="checkbox"/>	Spare Tire & Rim (for Box delete only)	512	295.00
<input type="checkbox"/>	Axle, Electronic Locking	X3_	390.00
<input type="checkbox"/>	Daytime running Lights	942	45.00
<input type="checkbox"/>	Skid Plate Package	41P	100.00
<input type="checkbox"/>	Box Link Cleats	66B	75.00
<input type="checkbox"/>	Drop in Plastic Bedliner	85L	350.00
<input checked="" type="checkbox"/>	Tough Bed(Spray-in-bedliner)	85S	540.00
<input type="checkbox"/>	Bed Mat(N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
<input checked="" type="checkbox"/>	Splash Guards/Mud Flaps	61S/62S	130.00
<input type="checkbox"/>	Wheel Well Liner (Front)	61L	180.00
<input type="checkbox"/>	Wheel Well Liner Front and Rear	61N	325.00
<input type="checkbox"/>	Exterior Backup Alarm	76C	140.00
<input type="checkbox"/>	LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
<input type="checkbox"/>	LED Warning Strobes-Amber	91S	655.00

Total Price \$29,370.00 ea

Colors for F-350

Exterior Colors		Interior Steel (Grey)
Race Red	[PQ]	[X]
Blue Jeans Metallic	[N1]	[]
Ingot Silver Metallic	[UX]	[]
Agate Black	[UM]	[]
Oxford White	[Z1]	[]
Magnetic Metallic	[J7]	[]
Stone Gray	{D1}	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

October 11, 2019

City of Novi
45175 Ten Mile Road, Novi, MI 48375-3024
Attn: Mike Rhatigan, Fleet Asset Manager

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

Chassis information:

2020 Ford F-350 #1, 4x4, SRW, Reg. Cab, 8' bed, upfitter switches & snow plow prep

Install Custom Lighting & Electrical including the following:

Utilize chassis switches for warning lighting & liftgate power
One (1) SoundOff Pinnacle (mo. EPL71PDAC) amber-only mini lightbar on cab roof 3rd brake light bracket

Install Weather Guard Saddle Box including the following:

Clear-color aluminum diamond plate powder-coat
Full-size extra wide, 15.3 cubic feet capacity, 27-½" wide (mo. 117-0-02)

Install Thieman TopLifter Hydraulic Liftgate including the following:

Model TT 15 ET 56 x 26+5 Bar Grate
Platform dimensions are 56" wide x 26" plus a 5" fixed ramp
Galvanized steel bar grating one-piece platform
Split-style non-towing bumper
Lifting capacity of 1,500#
Power-up & gravity-down functioning
12 VDC electric-over-hydraulic
Standard toggle control switch at gate for up & down
Remount factory back-up camera in mounting hardware kit
Power switch in-cab utilizing chassis switch

Install Western 8'6" Pro Plus Front Straight Plow including the following:

Snow deflector, cast-iron shoes, curbguards, blade guides, loose hand-held controller, mounting & wiring
Receiver kit
UltraMount2 system

Install Luverne serrated grip-step foot rails for Reg Cab on both sides (mos. LV415060 & LV401730)

Install WeatherTech Floor Liners, Black, 1st row only (mo. WT4410541V)

Above installed equipment pricing: \$12,915.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 45 days.

Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.
2% discount off total taken at invoice if payment received within 30 days.

FOB: City of Novi

Thank you for the opportunity to quote.

TRUCK & TRAILER
Specialties, Inc.

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

Respectfully submitted by,
Jon Luea/Brian Bouwman

TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

October 11, 2019

City of Novi
45175 Ten Mile Road, Novi, MI 48375-3024
Attn: Mike Rhatigan, Fleet Asset Manager

Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-13-030 contract awarded November 2013

Chassis information:

2020 Ford F-350 #2, 4x4, SRW, Reg. Cab, 8' bed, upfitter switches & snow plow prep

Install Custom Lighting & Electrical including the following:

Utilize chassis switches for warning lighting & liftgate power

One (1) SoundOff Pinnacle (mo. EPL71PDAC) amber-only mini lightbar on cab roof 3rd brake light bracket

Install Weather Guard Saddle Box including the following:

Clear-color aluminum diamond plate powder-coat

Full-size extra wide, 15.3 cubic feet capacity, 27-½" wide (mo. 117-0-02)

Install Western 8'6" Pro Plus Front Straight Plow including the following:

Snow deflector, cast-iron shoes, curbguards, blade guides, loose hand-held controller, mounting & wiring

Receiver kit

UltraMount2 system

Install Luverne serrated grip-step foot rails for Reg Cab on both sides (mos. LV415060 & LV401730)

Install WeatherTech Floor Liners, Black, 1st row only (mo. WT4410541V)

Above installed equipment pricing: \$9,105.00 ea.

Option Install JME Tanks Split Two-Fuel Transfer Tank including the following:

95 gallon DOT aluminum L-shaped split refueling transfer tank with two separate tanks designed for transporting two different fuels, 47 gallons per side (mo. ATTTL95S)

Two (2) Fill-Rite 12V DC pumps, 12' hoses, built-in strainer, manual nozzles & meter

Option add: \$2,840.00 ea.

Minimum full 1-year warranty on parts and labor on all equipment.

Payment Terms: Net 30. Pricing effective for 45 days.

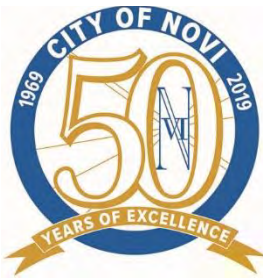
Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.

2% discount off total taken at invoice if payment received within 30 days.

FOB: City of Novi

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Consideration of approval to purchase four (4) 2020 Ford Escape Hybrids and two (2) 2020 Ford Escape from Signature Ford, through the Macomb County Cooperative Purchasing Contract, in the amount of \$155,980.

SUBMITTING DEPARTMENT: Department of Public Works- Fleet Division
Community Development
Parks Recreational & Cultural Services
Integrated Solutions- Parks Maintenance

EXPENDITURE REQUIRED	\$ 26,940 101-371.00-983.034 \$ 26,940 101-371.00-983.043 \$ 26,940 101-442.30-983.036 \$ 26,940 208-695.00-983.042 \$ 24,110 101-265.10-983.031 <u>\$ 24,110 101-442.30-983.035</u> \$ 155,980 Total
AMOUNT BUDGETED	\$ 27,000 101-371.00-983.034 \$ 27,000 101-371.00-983.043 \$ 27,000 101-442.30-983.036 \$ 27,000 208-695.00-983.042 \$ 25,000 101-265.10-983.031 <u>\$ 24,110 101-442.30-983.035</u> \$ 157,110 Total
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-371.00-983.034, 101-371.00-983.043, 101-442.30-983.036 208-695.00-983.042, 101-265.10-983.031, 101-209.00-983.035

BACKGROUND INFORMATION

The five new 2020 Escapes will replace the following vehicles, with one additional vehicle being added for Older Adult Services Transportation fleet:

- #101- 2009 Jeep Liberty
- #109- 2008 Chevrolet Impala
- #130- 2013 Ford F-150
- #132- 2014 GMC Terrain
- #644- 2006 Ford F-250

Replacing these assets now eliminates increased maintenance costs due to undercarriage rusting and age. The two Escape gas replacements are more fuel-efficient (Eco-Boost engine with auto start-stop technology) and have updated safety technology, which reduces operating costs and accidents. The Community Development Escape hybrid vehicles are chosen for replacements based upon previous vehicle idling data and these vehicles align with City Council's sustainability goal to reduce fossil fuel consumption. Adding an Escape hybrid to Older Adult Services Transportation fleet will help serve the increased demand/request for rides.

RECOMMENDED ACTION: Approval to purchase four (4) 2020 Ford Escape Hybrids and two (2) 2020 Ford Escape from Signature Ford, through the Macomb County Cooperative Purchasing Contract, in the amount of \$155,980.



July 23, 2019

City of Novi
Attn: Mike Rhatigan
45175 W. Ten Mile Road
Novi, MI 48375

Attn: Mike Rhatigan:

Price on 2020 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

(1) 2020 Ford Escape 4x4 SE in Oxford White	\$24,110.00 ea
(1) 2020 Ford Escape 4x4 SE Hybrid Sport in Oxford White	\$26,940.00 ea
Total Delivered Price	\$51,050.00

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 30-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 30 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

2020 Ford Escape FWD and 4WD Major Standard Equipment

MECHANICAL

- Electric Parking Brake (Includes Auto Hold)
- Engine – 1.5L EcoBoost® with Auto Start-Stop Technology
- Four-Wheel Disc Brakes with Anti-Lock Brake System
- Towing Pre-Pack
- Transmission – 8-speed Automatic

EXTERIOR

- Active Grille Shutters
- Black – Molded-in-Color
- Door Handles
- Lower Bodyside Cladding
- Rocker Panel
- Black Upper Window Molding with Black Beltline Molding
- Bumpers/Fascia – Body-Color Upper/Molded-in-Color Lower
- Configurable Daytime Running Lamps (DRL)
- Easy Fuel® Capless Fuel Filler
- Exhaust Tips, Dual – Chrome
- Grille – Black
- LED Taillamps
- Manual Liftgate with Body-Color Handle
- Rear Spoiler – Body Color
- Roof-Mounted Antenna
- Skid Plates – Molded-in-Color Silver, Front and Rear
- Tires
- 225/65R17 102H All Season A/S BSW 2_
- Mini Spare 1
- Wheels
- 17" Steel with Sparkle Silver-Painted Covers
- Aluminum Mini Space-Saver
- Wheel Nut Wrench and Jack
- Wipers
- Windshield – Variable-Intermittent/Continuous
- Rear Window – Fixed-Intermittent/Continuous

INTERIOR/COMFORT

- Center Floor Console with Armrest
- Climate Control
- Cabin Particulate Air Filter
- Manual Single Zone
- Cruise Control – Steering Wheel Mounted Controls
- Cupholders – (6)
- Driver's Side Footrest
- Floor Mats – Carpeted Front and Rear
- Grab Handles – Front Passenger, Second Row – two (2), includes Coat Hooks.
- Instrument Panel
- 4.2" Screen
- EcoMode
- Ice Blue® Lighting
- Message Center
- Outside Temperature Display
- Trip Computer
- Lighting
- Front Map Lights
- Illuminated Entry System with Courtesy Lamp Delay
- Rear Cargo Area Light
- Second Row Dome Light
- Powerpoints (12V) – three (3) – Front of Center Console, Rear of Center Console and Cargo Area
- Rotary Gear Shift Dial
- Seats
- Cloth Bucket
- Five Passenger
- 6-Way Manual Driver (Fore/Aft, Up/Down, Recline)
- 4-Way Manual Front Passenger (Fore/Aft with Manual Recline)
- Second Row 60/40 Split-Fold-Flat and Sliding
- Steering Column – Manual Tilt/Telescoping
- Steering Wheel – Urethane
- Storage
- Front Row: Center Console Armrest, Glove Box, Media Bins two (2); in front and in center of the Console, Overhead Console with Sunglasses Storage
- Visor Vanity Mirrors (Driver and Front Passenger)
- Windows, Power – Front One-Touch Down Feature (Driver only)

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
- Driver and Front Row Passenger Dual-Stage
- Driver Knee
- Front-Seat Mounted Side-Impact

- Safety Canopy® System – Front and Second Row Safety Canopy® Side-Curtain with Rollover Sensor
 - Center High-Mounted Stop Lamp (CHMSL)
 - Curve Control
 - Day/Night Rearview Mirror – Manually Adjustable
 - Door Locks
 - Autolock/Autounlock
 - Child-Safety Rear
 - Power Lock/Unlock
 - Electronic Traction Control
 - Headlamps
 - Courtesy Delay
 - Halogen Reflector
 - Wiper-Activated
 - Head Restraints
 - Two-Way Manually Adjustable Driver and Front-Passenger
 - Two-Way Manually Adjustable Second Row (Left and Right; Center Head Restraint is fixed position.)
 - Hooks – Cargo Tie-Down – two (2), Grocery – two (2)
 - LATCH (Lower Anchors and Tether Anchors for Children) on Rear Outboard Seat Positions
 - Mirrors, Sideview – Power Glass, Manual-Fold and Black Molded-in-Color (MIC) Caps
 - MyKey®
 - Personal Safety System™2
 - Rear-Window Defroster and Washer
 - Safety Belts
 - Front and Second Row – Belt-Minder® (Safety Belt Reminder)
 - Front Row Height Adjustable
 - Second Row Outboard and Center Seat Shoulder
 - Three-Point Safety Belts on all (5) Seating Positions
 - SecuriLock® Passive Anti-Theft System (PATS) (S and SE Series)
 - SOS Post-Crash Alert System™
 - Tire Pressure Monitoring System (TPMS)
 - Torque Vectoring Control
- ### DRIVER ASSIST TECHNOLOGY
- Ford Co-Pilot360™ includes;
- Auto High Beam Headlamps
 - BLIS® (Blind Spot Information System) with Cross-Traffic Alert
 - Lane-Keeping System (includes Lane-Keeping Assist, Lane-Keeping Alert and Driver Alert)
 - Pre-Collision Assist with Automatic Emergency Braking (AEB), Pedestrian Detection, Forward Collision Warning and Dynamic Brake Support
 - Rear View Camera
 - FordPass Connect™
 - 4G LTE Wi-Fi hotspot connects up to 10 devices1
 - Remotely start, lock and unlock vehicle2
 - Schedule specific times to remotely start vehicle2
 - Locate parked vehicle2
 - Check vehicle status2
 - Headlamps – Autolamp (Automatic On/Off)
 - Post-Collision Braking
 - SYNC®
 - Enhanced Voice Recognition Communication and Entertainment System
 - 911 Assist®
 - 4.2" LCD Screen in Center Stack
 - AppLink®
 - Smart Charging USB port – two (2)

FUNCTIONAL

- Audio
- AM/FM Stereo
- Six (6) Speakers
- Speed-Compensated Volume
- Steering Wheel Mounted Controls
- Battery Saver
- Compass
- Electric Power-Assisted Steering (EPAS)
- Front and Rear Stabilizer Bar
- Intelligent Oil-Life Monitor®
- Provisions for Roof Rack Mounting – Blanking Plugs
- Remote Keyless-Entry System – Flip Key with Integrated Key FOB
- Selectable Drive Mode
- Transmission Oil Cooler
- Variable-Assist Rack-and-Pinion Steering

<input type="checkbox"/> Base Price FWD Escape SE, U0G/200A	\$23,654.00
<input checked="" type="checkbox"/> Base Price AWD Escape SE, U9G/200A	\$23,985.00

SE Contains All S Equipment Plus:

EXTERIOR

- Chrome Upper Window Molding with Black Beltline Molding
- Door Handles – Body-Color
- Grille – Chrome Surround
- Privacy Glass – Second Row Side and Liftgate
- Wheels – 17" Shadow Silver-painted Aluminum

INTERIOR/COMFORT

- Climate Control – Electronic Automatic Temperature Control (EATC) with Rear Air Duct
- Map Pocket – Front-Passenger Seat Back
- Seats
 - Unique Cloth Bucket
 - Heated Front Row
 - 10-Way Power Driver Seat (includes Power Lumbar and Power Recline)
 - Rear Center Armrest (Fold-Down with Two (2) Cupholders)
- Sliding Sun Visors with Illuminated Vanity Mirrors (Driver and Front Passenger)

SAFETY/SECURITY

- Headlamps

- Halogen Projector
- LED Signature Lighting (replaces the standard Configurable Daytime Running Lamps (DRL))

- Mirrors, Sideview
 - Power/Heated Glass
 - Manual-Fold
 - Gloss Body-Color Caps

DRIVER ASSIST TECHNOLOGY

- SYNC® 3
 - Enhanced Voice Recognition Communications and Entertainment System
 - 8" LCD Capacitive Touchscreen in Center Stack with Swipe Capability
 - Pinch-to-Zoom capability included when equipped with available Voice-Activated Touchscreen Navigation System
- AppLink®
- 911 Assist®
- Apple CarPlay™ and Android Auto™ Compatibility
- Smart-Charging USB Ports – two (2)

FUNCTIONAL

- Audio – SiriusXM® Radio

Optional equipment	Order Code	Price
<input checked="" type="checkbox"/> Ford Co-Pilot360 Assist™	68B	695.00
<ul style="list-style-type: none"> • Adaptive Cruise Control with Stop-and-Go • Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link® 		
<input type="checkbox"/> Power Panorama Roof	43M	1495.00
<input type="checkbox"/> Daytime Running Lights	942	45.00
<input type="checkbox"/> Engine Block Heater	41H	35.00
<input type="checkbox"/> Reverse Sensing System	60S	245.00
<input type="checkbox"/> Easy Access Cargo Shade	47B	135.00
<input checked="" type="checkbox"/> All Weather Floor Mats	50C	125.00
<input type="checkbox"/> Cargo Mat	50Q	90.00
<input type="checkbox"/> Remote Start	63D	495.00
<input type="checkbox"/> Splash Guards	63S	210.00

Total Price \$24,110.00 ea

Color and Trim Availability on SE Trim Only

Exterior Colors		Interior Colors	
		Ebony Black (4H)	Sandstone(4N)
Agate Black	[UM]	[]	[]
Magnetic Metallic	[J7]	[]	[]
Ingot Silver Metallic	[UX]	[]	[]
Oxford White	[YZ]	[x]	[]
Velocity Blue Metallic	[E7]	[]	[]
Dark Persian Green Metallic	[D9]	[]	[]
Desert Gold Metallic	[G6]	[]	[]
Sedona Orange Metallic	[BP]	[]	[]
Rapid Red (Extra Cost \$395.00)	[D4]	[]	[]
Star White (Extra Cost \$595.00)	[AZ]	[]	[]

<input type="checkbox"/> Base Price FWD Escape SE Sport Hybrid, U0B/201A	\$25,483.00
<input checked="" type="checkbox"/> Base Price AWD Escape SE Sport Hybrid, U9B/201	\$26,815.00

SE Sport Hybrid Contains All SE Equipment Plus:

MECHANICAL

- Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid
- Transmission: eCVT

EXTERIOR

- Black Upper Window Molding with Black Beltline Molding
- Mirrors – Black-Color Caps
- Grille – Black Surround

Wheels – 17" Ebony Black Painted Aluminum Wheel

INTERIOR/COMFORT

- Leather-Wrapped Steering Wheel
- Instrument Panel – 12.3" Full Digital Screen

FUNCTIONAL

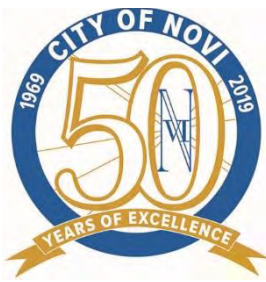
- Electronic Fuel Door Release
- Tire Inflator and Sealant Kit ilo

Optional equipment	Order Code	Price
<input checked="" type="checkbox"/> SE Sport Premium Package w/Ford Co-Pilot360 Assist™	68C	3395.00
<ul style="list-style-type: none"> • 19" Machined-face Aluminum with Ebony-painted Pockets Wheels with 225/55 R19 99H All Season (A/S) BSW Tires • ActiveX™ Seating Material • Panoramic Vista Roof® (Power Open/Close with Power Shade) with Includes Roof Rack Side Rails – Black • Power Liftgate • Remote Start System • Adaptive Cruise Control with Stop-and-Go • Voice-Activated Touchscreen Navigation System with Pinch-to-Zoom Capability, SiriusXM Traffic and Travel Link® 		
<input type="checkbox"/> Aluminum Mini Space-Saver Wheel	43M	1495.00
<input type="checkbox"/> Daytime Running Lights	942	45.00
<input type="checkbox"/> Engine Block Heater	41H	35.00
<input type="checkbox"/> Reverse Sensing System	60S	245.00
<input type="checkbox"/> Easy Access Cargo Shade	47B	135.00
<input checked="" type="checkbox"/> All Weather Floor Mats	50C	125.00
<input type="checkbox"/> Cargo Mat	50Q	90.00
<input type="checkbox"/> Remote Start	63D	495.00
<input type="checkbox"/> Splash Guards	63S	210.00

Total Price \$26,940.00 ea

Color and Trim Availability on SE Sport Hybrid Trim Only

Exterior Colors		Interior Colors	
		Ebony Black (4H/EH)	Sandstone(4N/EN)
Agate Black	[UM]	[]	[]
Magnetic Metallic	[J7]	[]	[]
Ingot Silver Metallic	[UX]	[]	[]
Oxford White	[YZ]	[x]	[]
Velocity Blue Metallic	[E7]	[]	[]
Dark Persian Green Metallic	[D9]	[]	[]
Desert Gold Metallic	[G6]	[]	[]
Sedona Orange Metallic	[BP]	[]	[]
Rapid Red (Extra Cost \$395.00)	[D4]	[]	[]
Star White (Extra Cost \$595.00)	[AZ]	[]	[]



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval to award the purchase of playground equipment at Lakeshore Park to Landscape Structures in the amount of \$192,142.80, using an HGAC Buy cooperative purchasing contract and Approval to award the installation of the playground equipment at Lakeshore Park to Penchura LLC in the amount of \$57,857.75.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

EXPENDITURE REQUIRED	\$ 250,000.55
AMOUNT BUDGETED	\$ 251,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	400-691.00-977.013

BACKGROUND INFORMATION: Lakeshore Park is a destination park for the community with its beach access, three picnic shelters and more than 10 miles of trails. One of the key features of the Lakeshore Park renovations is construction of a new playground. The new playground was designed with many factors in mind, including playability features, durability, accessibility and aesthetics. Separate structures for children ages 2-5 and 5-12 years old, and swings incorporated into the design, were items mentioned by the public during Lakeshore input sessions. The playground will also meet/exceed all current safety and accessibility requirements.

Staff has been working with Brighton-based Penchura, LLC as the authorized contractor based on their successful history of providing playground services to the City, including playground installations at Pavilion Shore Park, Rotary Park and Ella Mae Power Park.

Preliminary concepts were shared with the PRCS Commission in May and, based on Commissioner feedback, it was narrowed it down to two final designs. Staff received feedback from the PRCS Commission on the final two concepts at the July 11 meeting. The PRCS Commission unanimously recommended Concept 1, which staff also recommends.

The concept includes three elements that would be the first-of-their-kind in Michigan: the Crab Trap, Single Super NetPlex, and We-Go-Round. The Crab Trap is a roped-based structure with ground-level access to all components. The Single Super NetPlex also provides rope-based activities along with a first-of-its-kind spiral belt ramp to a double slide. The We-Go-Round is a wheelchair-accessible merry-go-round. All of these are inclusive and provide opportunities for children of all abilities.

The design also includes Motion and Spinner features which are all inclusive elements. The set of swings also includes a new accessible friendship swing which would be the first-of-its-kind in Novi parks.

The design can be fully constructed within the \$250,000 allocated budget. Installation will be scheduled in coordination with the Lakeshore Park construction contractor.

RECOMMENDED ACTION: Approval to award the purchase of playground equipment at Lakeshore Park to Landscape Structures in the amount of \$192,142.80, using an HGAC Buy cooperative purchasing contract and Approval to award the installation of the playground equipment at Lakeshore Park to Penchura LLC in the amount of \$57,857.75.



LS
landscape
structures

Lakeshore Park

1107822-01-02-03 • 10.11.2019

 Penchura

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SLR
landscape
structures

Lakeshore Park

1107822-01-02-04 • 10.11.2019

 Penchura

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SLM
landscape
structures

Lakeshore Park

1107822-01-02-01 • 10.11.2019

 Penchura

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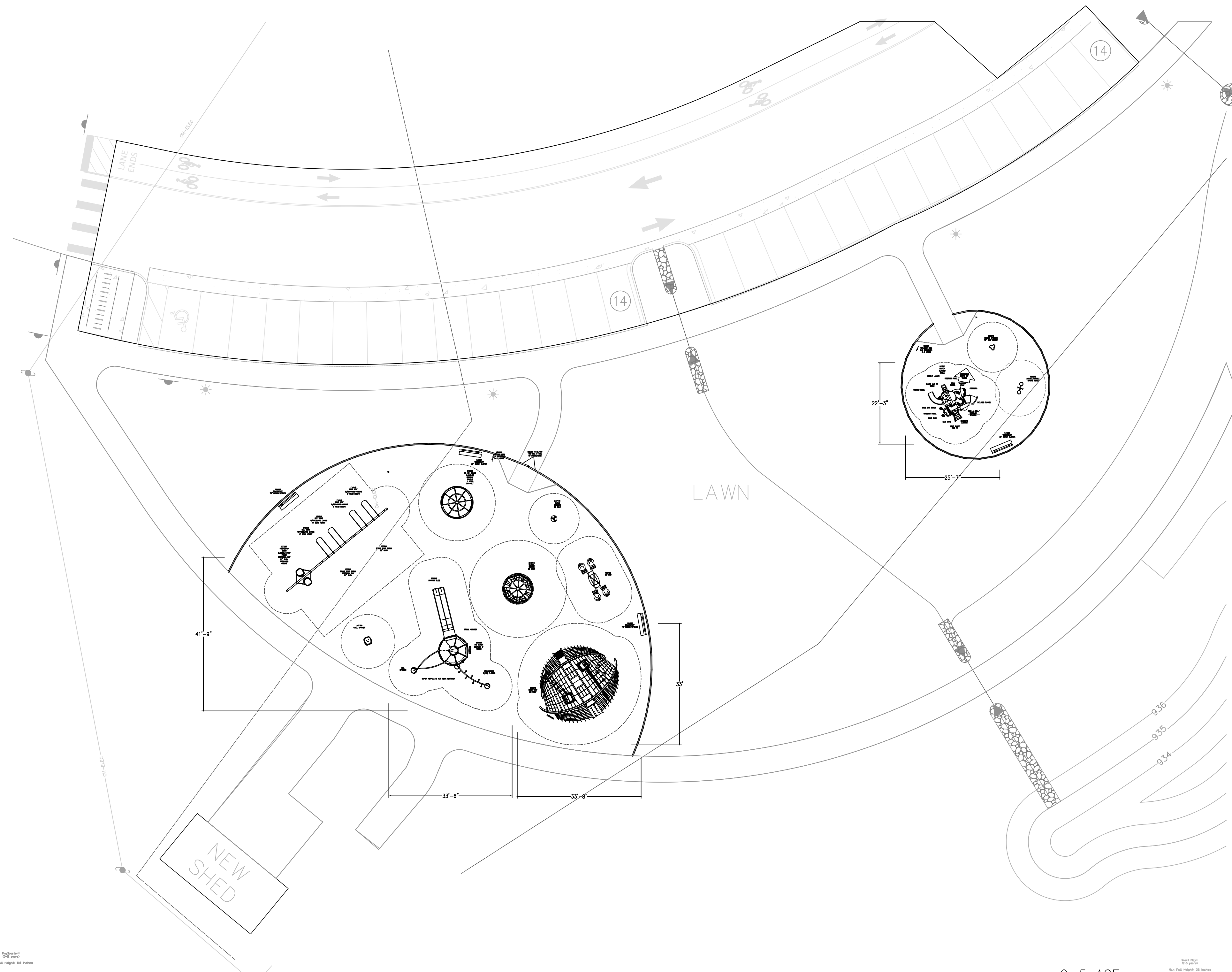
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landscape
structures

Lakeshore Park

1107822-01-02-02 • 10.11.2019

 Penchura

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5-12 AGE

TOTAL ELEVATED PLAY COMPONENTS	2		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	2	REQUIRED	1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	10	REQUIRED	10

Estimated manufacturing time:
4 weeks from the time of
LSI order acceptance, or receipt of
SkyWays release of fabrication
form if applicable.

2-5 AGE

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	5	REQUIRED	5

landscape structures



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

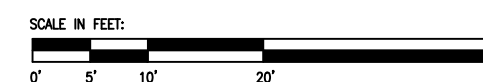
CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:
SG

COPYRIGHT: 10/11/19
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

5/24/19	1107822-01-01	SG
Date	Previous Drawing #	Initials



Lakeshore Park
Novi, MI 48375

Penchura, L.L.C.
Lance Shipman

SYSTEM TYPE:
PlayBooster
DRAWING #:
1107822-01-02





Make all P.O.s, Contracts, and Checks to:
Penchura, L.L.C.
889 S. Old US 23
Brighton, MI 48114

Proposal

Date	Project #
10/11/2019	19-1162-1

Bill To
City of Novi Parks and Rec Jeffery Muck 45175 West 10 Mile Road Novi, MI 48375 United States

Ship To
City of Novi Parks and Rec Jeffery Muck, 248-347-0400 45175 West 10 Mile Road Novi, MI 48375

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Jeff Muck	(248) 347-0400	(248) 347-3286	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
Install	Lakeshore Park Installation	1		38,342.00	38,342.00
Concrete	Professional Certified Installation Provide a 484 SF concrete sidewalk at a depth of 4" over a compacted 4"-thk 21AA stone base.	1		5,843.00	5,843.00
APS-Border12"	12" APS Playground Border with Surfacing Guide and 1 Spike	75		26.25	1,968.75
100-spike12"	Spike for APS-Border12	4		7.50	30.00
Freight	Freight			250.00	250.00
EWf-I	Engineered Wood Fiber - Installed	357		32.00	11,424.00

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$57,857.75
Sales Tax (0.0%)	\$0.00
Total	\$57,857.75



Make all P.O.s, Contracts, and Checks Payable to:
Landscape Structures, Inc.
 SDS 12-0395, PO BOX 86
 Minneapolis, MN 55486-0395 USA

Proposal

Date	Project #
10/11/2019	19-1162

Bill To
City of Novi Parks and Rec Jeffery Muck 45175 West 10 Mile Road Novi, MI 48375 United States

Ship To
City of Novi Parks and Rec Jeffery Muck, 248-347-0400 45175 West 10 Mile Road Novi, MI 48375

Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Jeff Muck	(248) 347-0400	(248) 347-3286	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
	Lakeshore Park				
	5-12				
247189A	Chill Spinner	1		1,850.00	1,850.00
247179A	Curva Spinner	1		1,695.00	1,695.00
218915A	Global Motion	1		25,630.00	25,630.00
249558A	We-Go-Round w/Transportation DigiFuse Panels 2 Seats DB Only1	1		27,500.00	27,500.00
186490A	We-saw™ (DB Only)	1		9,645.00	9,645.00
182503C	Welcome Sign Ages 5-12 Direct Bury	1		0.00	0.00
141683A	TT Coated Bench 72" w/Back Direct Bury (121 lbs)	3		555.00	1,665.00
248479A	Crab Trap DB Only1	1		63,500.00	63,500.00
254625	Super Netplex 8' Tower	1		49,900.00	49,900.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	4		115.00	460.00
237297	Freindship swing w.single post frame additional bay.	1		2,550.00	2,550.00
177344A	Single Post Swings, 8' Beam Height	1		1,285.00	1,285.00
177345A	Single Post Swing Frame 52" Bury Additional Bay 8' Beam Height Only	1		910.00	910.00
	2-5				
197057A	Smart Play Motion Structure	1		15,510.00	15,510.00
164075B	Double Bobble Rider, Direct Bury	1		1,875.00	1,875.00
152179A	Saddle Spinner	1		1,060.00	1,060.00
182503A	Welcome Sign Ages 2-5 years Direct Bury	1		0.00	0.00
141683A	TT Coated Bench 72" w/Back Direct Bury (121 lbs)	1		555.00	555.00
Freight	Freight			3,000.00	3,000.00
discount	Special Discount for purchase using HGACBuy			-16,447.20	-16,447.20

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal
Sales Tax (0.0%)
Total



Make all P.O.s, Contracts, and Checks Payable to:
Landscape Structures, Inc.
 SDS 12-0395, PO BOX 86
 Minneapolis, MN 55486-0395 USA

Proposal

Date	Project #
10/11/2019	19-1162

Bill To
City of Novi Parks and Rec Jeffery Muck 45175 West 10 Mile Road Novi, MI 48375 United States

Ship To
City of Novi Parks and Rec Jeffery Muck, 248-347-0400 45175 West 10 Mile Road Novi, MI 48375

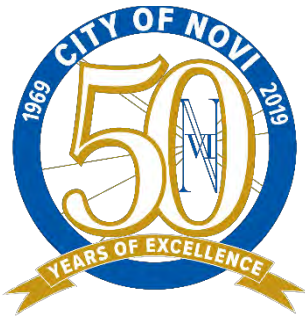
Customer Contact	Customer Phone	Customer Fax	Terms	P.O. No.	Rep
Jeff Muck	(248) 347-0400	(248) 347-3286	Net 30		LAS

Item	Description	Qty	Weight	Price	Total
HGAC Note	HGAC orders require the following: Either a purchase order made out to Landscape Structures, or a letter on school/city letterhead, including: 1. Item(s) being purchased and dollar amount 2. Name of vendor 3. HGACBuy Program, Contract PR11-18 4. Signature from someone authorized to purchase for the school/city 5. Must be on school/city letterhead			0.00	0.00

Proposal good for 30 days.
 Ship Via: common carrier
 Delivery contact name and number: _____

Customer signature below constitutes a purchase order.

Subtotal	\$192,142.80
Sales Tax (0.0%)	\$0.00
Total	\$192,142.80



CITY of NOVI CITY COUNCIL October 28, 2019

SUBJECT: Approval of resolution to authorize Budget Amendment #2020-1

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

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

The first quarter budget amendment resolution and budget amendment detail are attached.

GENERAL FUND

The proposed General Fund budget amendment request has a net zero effect to ending fund balance for the first quarter ending September 30, 2019. Revenues are being decreased \$265,900 and expenditures are being decreased \$265,900. The amendment keeps fund balance within Council set limits with an ending fund balance of \$10,235,893 and a fund balance to total annual expenditures ratio of 28%. The following highlights some of the significant items included in the proposed amendment for this fund:

Revenues:

- Decrease of approximately \$189,000 in the Property Tax Revenue budget to reflect actual gross billings per the July 1, 2019 tax roll and various adjustments to date.
- Increase of approximately \$170,000 in the State Revenue Sharing budget to reflect the State of Michigan's updated projections of the City's share of sales tax collections.
- Decrease of \$200,000 in licenses, permits and charges for services to reflect actual activity to date and projections from the Community Development Department for the balance of the year. In prior year and the previous two years the wet, wood, and landscape inspections and reviews revenue account saw a significant increase in activity (including some form escrow account clean up activity). The escrow cleanup project was completed in fiscal year 2017 and annual revenues, absent a significant project, are only \$120,000-\$140,000 per year.
- Decrease of \$60,000 in Other Revenue budgets to reflect actual collections to date and anticipated miscellaneous revenue collections for the balance of the year.

Appropriations:

- Adjustment of various personnel services expenditure budgets throughout the General Fund departments to adjust for the employer's share of insurance based on renewal rates.
- Decrease of \$89,200 within the Fire Department due to a rescue vehicle that was budgeted in fiscal year (FY) 2020 but changed after the budget was adopted. Per the City's final CIP plan, the vehicle is to be purchased in FY 2021.
- Net decrease of \$50,000 in the Department of Public Works –Field Operations. The replacement of a dump truck for \$325,000 is being removed from the General Fund budget and moved to Water & Sewer. The decrease is offset in part by a \$275,000 adjustment to the reimbursement to DPW for the work performed and allocated to other funds. DPW's labor and equipment cost is allocated out of the General Fund to other funds to the extent their work is performed in Major Street, Local Street, and Drain Funds. The City has seen a decrease in the actual reimbursement over the last several years.
- Decrease in transfers out to the Parks, Recreation and Cultural Fund of \$275,000 due to the Power Park Lights project not taking place this fiscal year.

MAJOR STREET FUND

The proposed Major Street Fund budget amendment has a net zero effect to ending fund balance and keeps the fund within Council set limits. The amendment increases Other Revenue for Oakland County's contribution for the Signal Moderation at 14 Mile and Haggerty of \$52,965. The expenditure budgets increased by the same \$52,965 to cover the cost of the project.

MUNICIPAL STREET FUND

The proposed Municipal Street Fund budget amendment increases fund balance by \$100,000 and keeps the fund within Council set limits. The amendment increases revenues by \$51,000 primarily due to additional truck line maintenance contracts with Oakland County. The expenditure budget proposes a decrease in Other Services and Charges of \$49,000 for the City's expected decrease in insurance claims paid within the fund.

PARKS, RECREATION, & CULTURAL SERVICES FUND

The proposed Parks, Recreation, & Cultural Services Fund budget amendment increases fund balance by \$70,000 and keeps the fund within Council set limits. The amendment decreases revenues \$266,600 to reflect the decrease in transfer in from the General Fund. Expenditure budgets are decreased by \$336,600 mostly due to the Power Park Light project not moving forward in the current fiscal year.

Rubbish Fund

The proposed Rubbish Fund budget amendment request has no net effect on fund balance. The expenditure increase of \$44,000 for monthly rubbish charges is offset by an increase in the revenue budget related to charges for services in the amount of \$44,000.

PEG Cable Fund

The proposed PEG Cable Fund budget amendment request increases fund balance by \$15,000. The Video Switcher (TriCaster) replacement project was pulled forward into fiscal year 2019 after the budget was adopted and therefore, the fund has savings from the adopted budget in fiscal year 2020.

Library Construction Debt Fund

Increase of \$18,000 in the Property Tax Revenue budget to reflect actual gross billings per the July 1, 2019 tax roll.

Capital Improvement Program (CIP) Fund

The proposed budget amendment has a net decrease to fund balance of \$650,000. On July 9, 2019, City Council approved the purchase of land at Grand River Avenue west of Novi Road (Country Building and Supplies) for \$630,000. An additional \$10,000 is included in the proposed budget for ancillary costs related to the purchase. Also, a \$10,000 deposit for the land purchase of Jamco 8 acres was paid last fiscal year but will be expensed in the current fiscal year and requires a budget.

Water and Sewer Fund

The proposed Water and Sewer budget amendment has an increase to fund balance of \$40,000. The revenue budget is increasing by \$17,000. The gain on disposal of assets of \$11,000 reflects actual sales year-to-date. In addition, interest income is higher than expected year-to-date. The personnel expense budget is estimated to come in lower than originally anticipated due to changes in insurance elections by employees.

Senior Housing Fund

The proposed budget amendment decreases fund balance by \$5,000. This amendment decreases rental income by \$10,500 to reflect actual anticipated revenues. In addition, interest income is higher than expected by \$5,500 based on year-to-date actuals.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2020-1

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment# 2020-1 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
Property Tax Revenue	\$ (189,045)
Licenses, Permits, and Charges for Services	(200,000)
State Sources	170,000
Interest Income	13,145
Other Revenue	(60,000)
TOTAL REVENUES	\$ (265,900)
 APPROPRIATIONS	
City Council	
Other Services and Charges	7,500
Finance Department	
Other Services and Charges	(14,000)
Integrated Solutions - Information Technology	
Personnel Services	15,000
Assessing Department	
Personnel Services	3,000
Capital Outlay	(24,110)
City Clerk	
Personnel Services	34,000
Treasury Department	
Personnel Services	4,000
Integrated Solutions - Facility Management	
Personnel Services	24,000
Integrated Solutions - FM: Parks Maintenance	
Personnel Services	19,000
Human Resources	
Personnel Services	22,000
Community Relations	
Personnel Services	5,000
Police Department	
Personnel Services	(1,500)
Other Services and Charges	1,500
Fire Department	
Other Services and Charges	10,000
Capital Outlay	(89,200)
Community Development - Building	
Personnel Services	5,000

	INCREASE (DECREASE)
Department of Public Works - Administration	
Personnel Services	8,600
Department of Public Works - Field Operations	
Allocated to Other Funds	275,000
Capital Outlay	(325,000)
Department of Public Works - Fleet Asset	
Capital Outlay	24,110
Novi Youth Assistance	
Personnel Services	(6,000)
Historical Commission	
Other Services and Charges	6,000
Community Development - Planning	
Personnel Services	5,200
Transfers to Other Funds	
Transfers Out	(275,000)
TOTAL APPROPRIATIONS	<u><u>\$ (265,900)</u></u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ -</u></u>

Ending Fund Balance	\$10,235,893
Fund Balance as a % of total annual expenditures	28%

MAJOR STREET FUND	
REVENUES	
Other Revenue	52,965
TOTAL REVENUES	<u><u>\$ 52,965</u></u>
APPROPRIATIONS	
Capital Outlay	52,965
TOTAL APPROPRIATIONS	<u><u>\$ 52,965</u></u>
Net Increase (Decrease) to Fund Balance	<u><u>\$ -</u></u>

Ending Fund Balance	\$1,008,381
Fund Balance as a % of total annual expenditures	22%

**INCREASE
(DECREASE)**

MUNICIPAL STREET FUND	
------------------------------	--

REVENUES

Other Revenue	39,900
Interest Income	2,517
Donations	8,583
TOTAL REVENUES	\$ 51,000

APPROPRIATIONS

Other Services and Charges	(49,000)
TOTAL APPROPRIATIONS	\$ (49,000)

Net Increase (Decrease) to Fund Balance	\$ 100,000
--	-------------------

Ending Fund Balance	\$1,880,320
Fund Balance as a % of total annual expenditures	24%

PARKS, RECREATION, & CULTURAL SERVICES FUND	
--	--

REVENUES

Program Revenue	(15,000)
Older Adult Program Revenue	15,000
Interest Income	1,477
Other Revenue	6,923
Transfers In	(275,000)
TOTAL REVENUES	\$ (266,600)

APPROPRIATIONS

691 Other Services and Charges	14,900
691 Capital Outlay	(350,000)
693 Personnel Services	(1,500)
693 Program Expenditures	(8,500)
695 Older Adult Program Expenditures	8,500
TOTAL APPROPRIATIONS	\$ (336,600)

Net Increase (Decrease) to Fund Balance	\$ 70,000
--	------------------

Ending Fund Balance	\$552,195
Fund Balance as a % of total annual expenditures	15%

	INCREASE (DECREASE)
Rubbish Collection Fund	
REVENUES	
Licenses, Permits, & Charges for Services	44,000
TOTAL REVENUES	\$ 44,000
APPROPRIATIONS	
Other Services and Charges	44,000
TOTAL APPROPRIATIONS	\$ 44,000
Net Increase (Decrease) to Fund Balance	\$ -
PEG CABLE FUND	
APPROPRIATIONS	
Personnel Services	5,000
Capital Outlay	(20,000)
TOTAL APPROPRIATIONS	\$ (15,000)
Net Increase (Decrease) to Fund Balance	\$ 15,000
2008 LIBRARY CONSTRUCTION DEBT FUND	
REVENUES	
Property Tax Revenue	18,000
TOTAL REVENUES	\$ 18,000
Net Increase (Decrease) to Fund Balance	\$ 18,000
CAPITAL IMPROVEMENT (CIP) FUND	
APPROPRIATIONS	
Capital Outlay	650,000
TOTAL APPROPRIATIONS	\$ 650,000
Net Increase (Decrease) to Fund Balance	\$ (650,000)
WATER & SEWER FUND	
REVENUES	
Interest Income	5,838
Other Revenue	11,162
TOTAL REVENUES	\$ 17,000
APPROPRIATIONS	
Personnel Services	(23,000)
TOTAL APPROPRIATIONS	\$ (23,000)
Net Increase (Decrease) to Fund Balance	\$ 40,000

	INCREASE (DECREASE)
SENIOR HOUSING FUND	
REVENUES	
Rental Income	(10,500)
Interest Income	5,500
TOTAL APPROPRIATIONS	\$ (5,000)
 Net Increase (Decrease) to Fund Balance	 \$ (5,000)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on October 28, 2019

Cortney Hanson
City Clerk

Budget Amendment# 2020-1 - October 28, 2019

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
General Fund			
Revenues			
101-000.00-403.000	Property Tax Revenue - Current Levy	Property Tax Revenue	\$ (189,045)
101-000.00-475.500	Wet, Wood, Landscape insp/review	Licenses, permits and charges for services	(200,000)
101-000.00-665.000	Miscellaneous revenue	Other Revenue	(60,000)
101-000.00-664.000	Interest on investments	Interest Income	13,145
101-000.00-574.000	State revenue sharing	State sources	170,000
			\$ (265,900)
Expenditures			
101-101.00-956.000	Conferences and workshops	Other Services and Charges	7,500
101-201.00-850.000	Internal Technology	Other Services and Charges	(14,000)
101-205.00-716.000	Insurance	Personnel Services	15,000
101-209.00-716.000	Insurance	Personnel Services	3,000
101-209.00-983.035	Vehicle (replace #101)	Capital Outlay	(24,110)
101-215.00-716.000	Insurance	Personnel Services	34,000
101-253.00-716.000	Insurance	Personnel Services	4,000
101-265.00-716.000	Insurance	Personnel Services	24,000
101-265.10-716.000	Insurance	Personnel Services	19,000
101-270.00-716.000	Insurance	Personnel Services	22,000
101-295.00-716.000	Insurance	Personnel Services	5,000
101-301.00-716.000	Insurance	Personnel Services	(1,500)
101-301.00-740.301	Supplies - Restricted/Donated Fund	Other Services and Charges	1,500
101-337.00-852.000	Radio - maintenance and replacement	Other Services and Charges	10,000
101-337.00-983.037	Rescue (replace #344)	Capital Outlay	(89,200)
101-371.00-716.000	Insurance	Personnel Services	5,000
101-442.00-716.000	Insurance	Personnel Services	8,600
101-442.20-984.018	FLD020 Dump Truck (replace #699)	Capital Outlay	(325,000)
101-442.20-997.100	Allocated to Other Funds	Allocated to Other Funds	275,000
101-442.30-983.035	Vehicle (replace #101)	Capital Outlay	24,110
101-665.00-716.000	Insurance	Personnel Services	(6,000)
101-803.00-880.400	Historical Commission	Other Services and Charges	6,000
101-807.00-716.000	Insurance	Personnel Services	5,200
101-940.00-965.208	Transfer to Parks, Rec and Cultural Serv Fund	Transfers Out	(275,000)
			\$ (265,900)

Net Increase (decrease) to fund balance \$ -

Ending Fund Balance	\$10,235,893
Fund Balance as a % of total annual expenditures	28%

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
Major Street Fund			
Revenues			
202-000.00-581.004	Cont from Local Signal Mod 14 Mile/Hag & Beck/P Trl	Other Revenue	52,965
			<u>\$ 52,965</u>
Expenditures			
202-202.00-863.024	Signal Modernizations - 14 Mile/Haggerty & Beck/Pontiac Trail	Capital Outlay	52,965
			<u>\$ 52,965</u>
	Net Increase (decrease) to fund balance	\$	-

Ending Fund Balance	\$1,008,381
Fund Balance as a % of total annual expenditures	22%

Municipal Street Fund			
Revenues			
204-000.00-665.030	Trunkline Maintenance Revenue	Other Revenue	39,900
204-000.00-674.000	Contributions and Donations	Donations	8,583
204-000.00-664.000	Interest on investments	Interest Income	2,517
			<u>\$ 51,000</u>
Expenditures			
204-204.00-910.001	Insurance deductibles/uninsured claims	Other Services and Charges	(49,000)
			<u>\$ (49,000)</u>
	Net Increase (decrease) to fund balance	\$	100,000

Ending Fund Balance	\$1,880,320
Fund Balance as a % of total annual expenditures	24%

Parks, Recreation, and Cultural Services Fund			
Revenues			
208-000.00-676.101	Transfer From General Fund	Transfers In	(275,000)
208-000.00-653.255	General Fitness Programs	Program Revenue	(15,000)
208-000.00-653.567	Older Adults - Fitness	Older Adult Program Revenue	15,000
208-000.00-673.000	Sale of Fixed Assets	Other Revenue	6,923
208-000.00-664.000	Interest on investments	Interest Income	1,477
			<u>\$ (266,600)</u>
Expenditures			
208-691.00-977.017	100-05 ITC Comm Sports Park Path Resurf	Capital Outlay	(350,000)
208-691.00-941.201	Cem Maint - Council Goal Repairs/Access	Other Services and Charges	6,000
208-691.00-816.000	Professional Services	Other Services and Charges	8,900
208-693.00-960.255	General Fitness Programs	Program Expenditures	(8,500)
208-695.00-960.567	Older Adults - Fitness	Older Adult Program Expenditures	8,500
208-693.00-716.000	Insurance	Personnel Services	(1,500)
			<u>\$ (336,600)</u>
	Net Increase (decrease) to fund balance	\$	70,000

Ending Fund Balance	\$552,195
Fund Balance as a % of total annual expenditures	15%

<u>GL #</u>	<u>Project/Item Description</u>	<u>Budget Category</u>	<u>Amount</u>
Rubbish Collection Fund			
Revenues			
226-000.00-607.000	Charges for Services - Rubbish Collection	Licenses, permits and charges for services	44,000
			<u>\$ 44,000</u>
Expenditures			
226-226.00-808.100	Rubbish Monthly	Other Services and Charges	44,000
			<u>\$ 44,000</u>
		Net Increase (decrease) to fund balance	\$ -
PEG Cable Fund			
Expenditures			
263-295.00-980.002	CMR001 Video Switcher(TriCaster) replacement	Capital Outlay	(20,000)
263-295.00-716.000	Insurance	Personnel Services	5,000
			<u>\$ (15,000)</u>
		Net Increase (decrease) to fund balance	\$ 15,000
2008 Library Construction Debt Fund			
Revenues			
317-000.00-403.001	Property Tax Revenue - County Chargebacks	Property Tax Revenue	18,000
			<u>\$ 18,000</u>
		Net Increase (decrease) to fund balance	\$ 18,000
Capital Improvement Program (CIP) Fund			
Expenditures			
400-901.00-971.011	Land Purch - Country Building & Supplies (Grand River Avenue west of Novi Road)	Capital Outlay	640,000
400-901.00-971.010	Land Purch - Jamco 8 acres	Capital Outlay	10,000
			<u>\$ 650,000</u>
		Net Increase (decrease) to fund balance	\$ (650,000)
Water and Sewer Fund			
Revenues			
592-000.00-664.000	Interest on investments	Interest Income	5,838
592-000.00-665.950	Gain on disposal of assets	Other revenue	11,162
			<u>\$ 17,000</u>
Expenditures			
592-592.00-716.000	Insurance	Personnel Services	(23,000)
			<u>\$ (23,000)</u>
		Net Increase (decrease) to fund balance	\$ 40,000
Senior Housing Fund			
Revenues			
594-000.00-668.000	Rental Income	Operating Revenue	(10,500)
594-000.00-664.000	Interest on investments	Interest Income	5,500
			<u>\$ (5,000)</u>
		Net Increase (decrease) to fund balance	\$ (5,000)

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, OCTOBER 7, 2019 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD**

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Mutch, Poupard, Verma

ALSO PRESENT: Pete Auger, City Manager
Victor Cardenas, Assistant City Manager
Elizabeth Saarela, City Attorney

APPROVAL OF AGENDA:

Member Mutch added to Mayor and Council Issues: Lakeview development issues.

CM 19-10-172 Moved by Casey, seconded by Poupard; CARRIED UNANIMOUSLY

To approve the Agenda as amended.

Roll call vote on CM 19-10-172 **Yeas: Staudt, Breen, Casey, Mutch, Poupard,
Verma, Gatt**
Nays: None

PUBLIC HEARING: None

PRESENTATIONS:

1. Proclamation for Fire Prevention Week October 6-12, 2019.

Mayor Gatt presented the Proclamation for Fire Prevention Week. Chief Johnson thanked Mayor Gatt and City Council. He said that they like to think with the Fire Department that fire prevention is year round. He stated that this is a special week and thanked City Council for the Proclamation. He said this has been a busy this month. They met with the Ambassador Academy, Tollgate Farms for the Pumpkinfest, some of the schools and local businesses. He mentioned they have many free programs available for anyone in the community. Some of the free programs they have available are the home fire inspection and to ensure elderly don't have slip and fall hazards. He stated they have free smoke alarms and carbon monoxide detectors. They also have car safety seat inspections and the File of Life Program. He encouraged everyone to call the Novi Fire Department and they would be happy to provide those. He thanked Community Relations who put together a neat video clip on social media. He said they were fun, but are there to help get the message out for everyone to be safe and aware. Mr. Johnson thanked all of the men and women of Novi Fire Department. Mayor Gatt thanked him, and all the men and women for keeping them safe. Stay safe and God bless.

MANAGER/STAFF REPORT: None

ATTORNEY REPORT: None

AUDIENCE COMMENT:

Prasad Ravipati, 22595 Autumn Park Blvd., Novi. He said he is the chairperson of SV Temple and Cultural Center on Taft Road. He said they had some board members present. He explained that their Temple is a peaceful neighbor and they are responsible citizens of the Novi community. As a non-profit organization they actively participate in the community outreach programs such as food drives and school supplies for the less fortunate. They bring in out of town guests which help local businesses. They are having the Diwali Festival on Oct 26th. He stated that Diwali is translated as the Festival of Lights. It is one of the biggest festivals for Indians. It is celebrated throughout the country and overseas by all Indian's regardless of what their religion is. He said it was more like Christmas, it is not just for Christian's, and it is a time to celebrate. He said it was also a new year for the majority of Indians as well. It is the biggest festival for their Temple. He stated that one custom that is part of this celebration is fireworks. In Michigan, consumer fireworks are allowed only on certain days of the year. He understood that there was an amendment that allows cities to come up with their own ordinance to add days. He said due to large number of Indian residents in the Novi community, they request the City of Novi permits consumer fireworks for Diwali on the day of and day before. The day before also has significance and that day also people like to light fireworks. This day changes every year because it follows the lunar calendar. He asked on behalf of the Indian community that the City of Novi consider their request and pass an ordinance to allow fireworks for the Diwali Festival. Thank you for the opportunity to speak and present their request.

Senator Runestad thanked City Council for the opportunity to address this important issue. He said the Diwali Festival is similar to Christmas; it is the most celebrated holiday in India. He said we have a very large community of Indians in Novi, and is providential that the Fire Department is here as well getting their Proclamation. He can't see how it could be that big of an issue to add one more firework into Novi. There aren't that many areas, religious communities that require fireworks. The Festival of Lights is very important. He stated that they sent a letter from himself, Kathy Crawford, and the president of the SV Temple to approve those fireworks. He requested they do so.

Rachel Sines, 2219 Austin Dr., Novi said she continued to have an issue with Robertson Brothers and the Lakeview development. She has addressed Planning, Council, and the Zoning Board of Appeals about the driveway and fence for 2293 Austin Dr. which is now owned by Robertson Brothers. This property was purchased as part of the development and previously had a garage and driveway access from Old Novi Road. That access has been eliminated and the home will not be accessed from Austin Drive. She said when she raised the issue with the Zoning Board of Appeals back in April the previous owner that owned both 2293 and 2295 Austin spoke and admitted that he needed to

grant a use easement because it is a shared driveway. She stated that Robertson Brothers addressed the driveway at that meeting as well stating they widen it. She had a slide presentation and highlighted the area. In July for sale signs were placed out front without any improvements to the driveway and when she asked when it would be taken care of she was told by the sales manager that they had no plans of bringing the driveway near her property, but would have no input if the new owners decided to do that instead. The house sits so far back on the property that if someone did bring the driveway up her property line they would be driving past and parking outside her bedroom windows which is what she is trying to avoid. She contacted Robertson Brothers again in August and September, she had no response. She was told that they do not want to invest any money in these properties and they plan on selling them as is. If Robertson Brothers had no intention of actually doing something like this, they shouldn't have brought up the possibility. It is extremely likely that the new owners would put a driveway along her property line she felt that Robertson Brothers should be responsible for installing a solid six foot fence the length of their property which is approximately 107 feet to insure her privacy from the future owners. This would not have been an issue if it weren't for the development and maybe Robertson Brothers can fulfill the promise of at least being neighborly. Thank you.

CONSENT AGENDA REMOVALS AND APPROVALS:

Member Breen removed Items D and F from the Consent Agenda.

- A. Approval of Minutes of September 23, 2019 - Regular Meeting
- B. Approval of Ordinance 19-120.13, an ordinance to amend the City of Novi Code of Ordinances, Chapter 20, "Massages," in order to amend certain sections to update the regulations of massage establishments within the City. **SECOND READING**
- C. Approval of Zoning Ordinance Text Amendment 18.289 to amend the City of Novi Zoning Ordinance at Article 3, Section 3.10 "B-1, B-2 and B-3 Business Districts Required Conditions." The amendment would allow building height to be increased to 52 feet or four stories in the B-2 District under certain conditions. **SECOND READING**
- D. Approval of Election Precinct Agreements, subject to minor amendments as approved by the City Manager and City Attorney. **REMOVED/LATER APPROVED**
- E. Approval to accept the residential streets as part of The Preserve at Island Lake (Phase 8) and adoption of Act 51 New Street Resolution accepting Nepavine Drive, Nepavine Court, Denali Court, and a portion of Kennebee Drive as public, adding 0.60 miles of roadway to the City's public street system.

- F. Approval of a license agreement for improvements within the Old Novi Road right-of-way including decorative fences, a detention pond buffer, benches and a commemorative plaque. **REMOVED/LATER APPROVED**
- G. Approval to award a contract to Great Lakes Power and Lighting for improvements to the Hudson Pump Station, in the amount of \$27,396.36.
- H. Consideration of approval of an Intergovernmental Water Service Agreement with the City of Wixom to allow the property at 48900 West 12 Mile Road, Wixom, Michigan, to connect to the City of Novi's public water system.
- I. Approval of Claims and Accounts – Warrant No. 1045

CM 19-10-173 Moved by Casey, seconded by Mutch; CARRIED UNANIMOUSLY

To approve the Consent Agenda as amended.

Roll call vote on CM 19-10-173 Yeas: Breen, Casey, Mutch, Poupard, Verma, Gatt, Staudt
Nays: None

MATTERS FOR COUNCIL ACTION

- 1. Consideration of approval to purchase a 2020 Ford F-550 Chassis from Signature Ford, through the Macomb County Cooperative Purchasing Contract, and the Swaploader upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of \$117,186.

CM 19-10-174 Moved by Breen, seconded by Poupard; CARRIED UNANIMOUSLY

Approval to purchase a 2020 Ford F-550 Chassis from Signature Ford, through the Macomb County Cooperative Purchasing Contract, and the Swaploader upfits to be completed by Truck and Trailer Specialties through the City of Rochester Hills RFP contract, in the amount of \$117,186.

Roll call vote on CM 19-10-174 Yeas: Casey, Mutch, Poupard, Verma, Gatt, Staudt, Breen
Nays: None

- 2. Consideration to award a unit price contract to Superior Lawn Care LLC., the low bidder, for the Fall 2019 and Spring 2020 Tree and Landscape Planting Projects in an estimated amount of \$169,380.

CM 19-10-175 Moved by Staudt, seconded by Casey; CARRIED UNANIMOUSLY

Approval to award a unit price contract to Superior Lawn Care LLC., the low bidder, for the Fall 2019 and Spring 2020 Tree and Landscape Planting Projects in an estimated amount of \$169,380.

Roll call vote on CM 19-10-175

Yeas: Mutch, Poupard, Verma, Gatt, Staudt, Breen

Nays: None

AUDIENCE COMMENT: None

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES:

Member Mutch addressed the Lakeview issues. He said there have been a couple of issues come up in the process of this development moving forward. He said for those on City Council who haven't been in that area within the past two weeks, it has completely changed the landscape. They removed houses and trees during the site clearing. It opened his eyes to the issues the neighbors have been sharing with City Council. He brought this forward to bring attention to the issues he saw. He said looking at what has happened since this came to us at City Council and then went back to Planning Commission. He stated that adjacent to Lot #14 and #15 of the Robertson Brothers property which is on the east side of Old Novi Road the concept plan showed landscape screening along property line. When it went to the Planning Commission the landscape screening was changed to fences. He understood that was not communicated to the residents along the property line. They didn't want fences. He didn't understand why no one reached out to those residents before making that change. He stated another issue that Member Breen brought to his attention and he drove up there to confirm it. It appears that a tree was removed from the adjacent private properties off of Wainwright. It was an 11 inch tree that was supposed to be saved. On the plans that were presented to City Council it was marked as being saved. He didn't know what the remedy was for that. He felt that obviously the City has a role in ensuring that a developer is not removing trees on private property without authorization to do that. The third issue was in regards to the screening. In addition to properties under consideration as part of this development, the developer also got permission from City Council to split off a couple parcels, including the one adjacent to Ms. Sines, It didn't look like there was any thought to what the impact of that decision would be. He said that Ms. Sines showed that property used to have access off of Old Novi Road. That's no longer the case because that property is now going to be developed as part of the PRO Agreement. Apparently through the planning process there was no consideration given to the fact that yes, a driveway would have to come in. He said that even though assurances had been given to her, there is no follow through. He said it has been months of promises that something will happen, but it's not. That raised real concerns. He stated that she has another issue related to her property where the developer has an air conditioning equipment on her property and promised

to move it, but has not. He said that not all of those concerns fall within the scope of where the City gets involved. One could argue it's a private dispute, but City Council gave approval to this development moving forward in the form it has. He was concerned that some of these issues aren't being addressed in a way that benefits the residents. We are not communicating with the residents in every case and so their concerns aren't being heard unless they contact someone on City Council. He wondered what could be done to address those issues through City Administration. He suggested having someone go out to see if a tree was improperly removed, or talk to the residents that border the properties to address what the appropriate screening would be between the properties. He said he would like City Administration to look into the issues Ms. Sines brought up and ensure that the developer follows through. If approvals are being granted based on them making public assurances and they don't do those things, they aren't holding up their end of the deal. He mentioned that there were a couple other Council members that had some concerns and he wanted to let them speak about those. He said he would be looking for a follow-up from City Administration on all those issues. He said that he didn't want to hear back that there is nothing we can do about that. This falls within the scope of the development process. If that project was not moving forward we wouldn't have had this conversation about any of these issues.

Mayor Gatt told City Manager Auger that he didn't think any Council member would disagree with most of what was said. He asked to have somebody look into this and give a report back as soon as possible. Mr. Auger said absolutely.

Member Breen apologized to her neighbors and Ms. Sines for the troublesome way this project has preceded. She said a lot of them were not happy to see this move forward, but they do own the land and they do have the ability to develop it as they see fit within the current zoning ordinances. She said the problem was that she didn't think there was a lot of regard given to the area up there. She encouraged her fellow Council members to go up there and see what has happened. It is just utter destruction of all the natural vegetation in that area. She said to Robertson Brothers credit, they did have two community meetings to talk to the neighbors about this. What has happened between those community meetings and those conversations with the residents has somehow fallen to the wayside with our City staff. We simply would like to see some of these promises fulfilled. Her neighbors to the west were shown plans that had a natural buffer and greenery that was to remain between the new buildings and the current neighborhood and all of that is gone. On top of that, the home in which the tree was removed, we don't know for sure if it was Robertson Brothers, it could have been somebody else. There was a tree, now there isn't a tree. The land that is directly next to one of the houses has been cleared. She said that a gentleman who owns a home over there has been in the hospital for the last year and a half. His family has been coming to the house. She mentioned the area where the detention basin is was not protected woodlands, there have been over 200 trees removed from that area. She stated that we need to grasp the magnitude of the destruction there. She thought that City staff needs to do a better job, and we need to do a better job as a Council. We need to think about what this will look like. They are promising a

beautiful piece of property, but the fact of the matter is that an area has been destroyed. She said that we need to be more conscientious about long term impacts on the environment. The neighbors have proposed to see mature trees planted between the old neighborhood and the new. Mayor Gatt asked that she stay with the issue. Member Breen said this is part of the issue. Mayor Gatt said the issue was this development. Member Breen said there is no remedy. She said she wanted to see something proposed before we proceed and allow this particular development to move forward.

Mayor Pro Tem Staudt said he wanted to hear from City Planner McBeth. He said there have been a lot of issues thrown at our City staff. He didn't appreciate being lectured to from another Council member. Mayor Gatt said we are going to get something from City Manager Auger in a very quick fashion. He said we should wait until an off-week packet.

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION:

D. Approval of Election Precinct Agreements, subject to minor amendments as approved by the City Manager and City Attorney.

Member Breen said she understood this item was to formalize an agreement between the City and precinct locations. She wondered why these agreements were necessary. She understood that there are sometimes problems when we have polling locations at buildings that aren't controlled by the City. She said that we have heard from residents about Precinct 12. She asked if the City Clerk could elaborate on the status of the agreements, and a brief update on the new precinct boundaries. Mayor Gatt asked City Clerk Hanson if she was prepared to talk that evening. Ms. Hanson said she could respond. Mayor Gatt said the precincts have been brought up in the past and the City Attorney has told him before that this is not a matter for City Council. This is a Clerk and the Election Commission responsibility. We may approve it, but we do not have input to where are precincts are placed. The City Attorney agreed. Mayor Gatt said he didn't want to get into a public discussion that evening on why something happened. It isn't their purview. Member Breen said she wasn't looking for an update on where the precincts will be. Mayor Gatt said that City Clerk Hanson could provide that information in an off-week packet.

CM 19-10-176 Moved by Breen, seconded by Casey; CARRIED UNANIMOUSLY

Approval of Election Precinct Agreements, subject to minor amendments as approved by the City Manager and City Attorney.

Roll call vote on CM 19-10-176

Yeas: Poupard, Verma, Gatt, Staudt, Breen, Casey, Mutch

Nays: None

- F. Approval of a license agreement for improvements within the Old Novi Road right-of-way including decorative fences, a detention pond buffer, benches and a commemorative plaque.

Member Breen stated that based upon the broken promises by Robertson Brothers and she understood that this was an agreement the City more requires than the developer she wanted to remove the item from the Agenda and postpone until a later date. She wanted to hear from the City Attorney and Robertson Brothers regarding what remedies they would propose in order to move this forward to make sure their promises are lived up to.

CM 19-10-177 Moved by Breen, seconded by Mutch; MOTION DENIED: 4-3

To postpone the approval of a license agreement for improvements within the Old Novi Road right-of-way including decorative fences, a detention pond buffer, benches and a commemorative plaque.

City Manager Auger said City Administration would not recommend passing this motion. This is something that the City required Robertson Brothers to do, and they have agreed to it. It is a license agreement only to work in our right-of-way on Old Novi Road. This is very similar to a lawsuit began that the City lost many years ago when the City demanded a developer do something and the City reneged on that deal. This is only about what we asked them to do in our right-of-way to move this project forward. He thought it could put us in jeopardy.

Member Mutch commented that it was appropriate at this time to postpone this particular license agreement in light of some of the concerns that have been raised. He said they are not asking Robertson Brothers to do anything that is not within the scope of the PRO Agreement that they and the City both agree to. In terms of this particular request, this license agreement contemplates the City giving them exclusive use of public right-of-way for the use of their development at no cost to them. They do not have to pay for the use of the public right-of-way and their future homeowners will not be paying taxes on this public right-of-way. The key component of this request is their requirement to follow through on various measures that are within that agreement. He was concerned that the City was entering into an agreement along these lines with a developer that hasn't shown a track record of following through on their obligations. Contrary to what the City Manager is suggesting, he thought it wouldn't be good or prudent of the City to enter into that agreement at this time until we get those issues resolved. He said he thought the City Manager was alluding to the Sandstone case that was a contract Special Assessment District. In that case both parties had entered into that agreement and there was this claim that the City wasn't fulfilling its portion of the agreement. He said this was the reverse. We haven't entered into an agreement and we are asking the developer to do what they agreed to do in the first place. He didn't understand that analogy at all. He thought it was appropriate to postpone it until the next meeting. It would give the applicant the opportunity to address those

outstanding concerns that have been raised. It would give the City time to ensure that the developer is actually fulfilling the things that they said they were going to do as part of the agreement. Then Council can approve this use agreement knowing that everyone's concerns have been addressed and that we are moving forward on the same page. To turn a blind eye to those and not address them, and to just move forward with this component would not be a wise decision on the part of the Council at this time.

Member Casey said she was challenged a bit because she understood the intent of wanting to postpone. We have had a couple of questions that have come before them in terms of information that they need. Understanding that the PRO Agreement was passed, Council said we are giving the Planning Commission the authority that they already have to make these decisions to for the site plan approval. There were things that were changed on the site plan such as the screening of trees on the east side verses a fence, we saw a drawing that showed screening with trees, the Planning Commission selected to go with the fence. It was something that Council was not aware of so it becomes something of a surprise. We see that there is a tree removed, we need to uncover whether the tree was removed on private property incorrectly. She thought if we postponed this item it would give us time to look into that further. The question she had was about the license agreement. She wondered if this license agreement would require the developer to do that may have changed from the time that Council approved the PRO through the Planning Commission process to this point. Were there any changes that came of the Planning Commission review of the Site Plans that would be different in this type of usage agreement from what we had seen when we talked about some of these things when we talked about these things when we talked about the PRO review. City Manager Auger said no, he didn't believe so; the agreement is exactly what was laid out for City Council and the developer. He said to conflate two different issues to try to hold something over the developer's head that we don't even know if it is true or not because there was some grand assumptions made, including disparaging our staff and their capabilities that haven't been proven out. He said he will bring them the information. This here is totally different. We have developers that come into the community and they make mistakes. City staff holds their feet to the fire. That is one of the complaints against our planning department. We do a good job of holding them to what they've agreed to do. This agreement here is what we told them that we would do. Member Casey reiterated that this license agreement is what we agreed to when we approved the PRO; nothing has changed since that point in time. City Manager Auger checked with City Planner McBeth, and they said yes. Member Casey said with respect to her colleagues that want to postpone this she does agree that trying to postpone this to try to resolve some of the other issues isn't going to be our best opportunity. We are better off approving this and allowing staff to go through their normal process to double check and confirm some of the things that Council has heard. She mentioned that some of the changes that went through the Planning Commission were an opportunity for us as one of the previous speakers alluded to is that this is a learning process. When a PRO comes before Council and then goes back to Planning Commission and things change, there is an

opportunity for City Administration to come back and let Council know what has changed so that they all have an understanding.

Mayor Pro Tem Staudt asked City Attorney Saarela if there are any violations do we have recourse in those situations for these specific things that have been brought up that evening. Ms. Saarela replied if there are violations with the PRO Agreement we have recourse through Circuit Court through a breach of contract claim, if we have violations for Site Plan violations that would go through District Court. Mayor Pro Tem Staudt asked if that was a normal process if there is a dispute between the City and the developer regarding the PRO then we have deliberation with them and determine whether or not we will take it to the next step. Ms. Saarela said that was correct.

Member Breen wanted to make it clear that she was not disparaging staff when she said that we all need to be more conscientious about some of these decisions. That was not just on staff, she put some of the burden on herself because she reviews these site plans. She looks at what is being requested and what is being done. Given the number of public out cries they have heard lately about the loss of woodlands, a simple comment about we need to be more conscientious is by no means disparaging to a particular group of people. She said she was not asking to deny this license, but to postpone just for one meeting so that we can address some of these concerns to make sure that our residents are not being impacted in a negative fashion. She didn't think it was an absurd request, she thought it made perfect sense. She also appreciated that Member Casey brought up the fact that when a PRO does come to Council and there are changes made after the fact, that Council would receive an update on the changes verses what Council approved. She thought that would help solve a lot of these problems.

Roll call vote on CM 19-10-177

Yeas: Verma, Breen, Mutch

Nays: Gatt, Staudt, Casey, Poupard

CM 19-10-178

Moved by Casey, seconded by Gatt; MOTION CARRIED: 5-2

To approve the approval of a license agreement for improvements within the Old Novi Road right-of-way including decorative fences, a detention pond buffer, benches and a commemorative plaque.

Mayor Gatt said they will get to the bottom of any problems that are going on up there. He said our staff is number one. He said that he and Mr. Auger had met with some developers the other night and their complaint to them was that we are tough. He said they laughed at them because we enjoy that reputation as long as we are reasonable. The fact of the matter is like the attorney said, if there are violations we will get to the bottom of it and we will see them in court. We will make it right. If a tree that was cut down that shouldn't have been cut down then somebody will have to pay for that. We can't make it appear again, but somebody will pay for it. We want the best for the residents; we want the best for the whole City. We do not take this lightly. This

agreement has nothing to do with the problems articulated earlier. Moving forward on this doesn't mean that we are turning our head. We will make it right.

Roll call vote on CM 19-10-178

Yeas: Gatt, Staudt, Casey, Poupard, Verma

Nays: Breen, Mutch

ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 7:45 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: October 28, 2019



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval to award the Sport Clothing and Apparel contract to Impressive Promotional for one (1) year with two (2) renewal options in one-year increments based on unit pricing; with an annual estimated annual amount of \$26,500.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

EXPENDITURE REQUIRED	Estimated annual \$26,500
AMOUNT BUDGETED	Approximately \$30,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	Various PRCS accounts; various uniform accounts

BACKGROUND INFORMATION: Parks, Recreation and Cultural Services (PRCS) purchases a variety of sport clothing and apparel throughout the year related to programs and staff, therefore a comprehensive bid was developed. The bid includes t-shirts, sweatshirts, jackets, and other apparel purchased for various classes and programs, including those given as awards to sport league winners. This bid does not include sport league uniforms. Items related to the programs are budgeted as part of the expense for each program and are figured into the program price. Shirts for staff are also purchased throughout the year for building attendants, seasonal staff and full-time staff, as needed, and are budgeted accordingly. Uniform t-shirts and sweatshirts for Department of Public Works field staff (as required by union contract) and uniform shirts for Ordinance and Police Records Clerks are also purchased on this contract.

After reviewing the six bids received, staff is recommending Impressive Promotional for sports clothing and apparel for one year, with two renewal options in one-year increments. All shipping fees, no matter the order size, are including in the line-item costs of the Impressive Promotional bid. Additionally, item delivery from Impressive Promotional is quicker. Included is the bid tab sheet along with the proposal of the recommended bidder.

RECOMMENDED ACTION: Approval to award the Sport Clothing and Apparel contract to Impressive Promotional for one (1) year with two (2) renewal options in one-year increments based on unit pricing; with an annual estimated annual amount of \$26,500.

CITY OF NOVI - SPORT CLOTHING APPAREL

Bid due 9/25/19 11:00 a.m.

Item	Description	Impressive Promotional	Ad-Wear	DBS Printing & Marketing	American Silkscreen	Riddell	4imprint
SETUP/ARTWORK							
1	Logo Setup/Artwork Dept/City	5.00	none	12.50 per color	30.00	25.00	embroidery: \$35**; screen: \$40 first color/location. \$15 each additional color or location.
2	Logo Setup/Artwork Sponsor	5.00	none	12.50 per color	30.00	25.00	
PRINTING COSTS (per shirt)							
3	1 color logo/1 location	0.50	0.90	2.35	1.25	1.75	free
4	2 color logo/1 location	1.00	0.90	3.10	1.75	2.25	varies based on total number of pieces
5	1 color logo/2 location	1.00	1.60	4.65	2.50	3.50	
6	2 color logo/2 location	2.00	1.60	6.15	3.50	4.50	
7	"Coach", "Supervisor", "Staff"	0.50	0.90	4.40	0.75	6.00	
EMBROIDERY COSTS (per logo)							
8	Embroidered logo - 1 color	3.75	5.50	5.00	5.00	6.00	Free
9	Embroidered logo - 2 color	3.75	5.50	5.00	5.00	6.00	Free
10	Embroidered logo - 1 color, on customer supplied item	5.00	10.00	6.00	7.50	6.00	
11	Embroidered logo - 2 color, on customer supplied item	5.00	10.00	6.00	7.50	6.00	
ADULT SOFTBALL/COACHSTAFF							
12	T-Shirts, SS, 50/50 cotton/poly	Gildan G800	Gildan 8000	29B (youth); 29M (adult)	580/580Y	Gildan 8000	Jerzees***
	Youth Small - Youth XL	3.19	2.15	6.06	10.97	2.97	7.75
	Adult Small - Adult XL	3.94	2.15	6.84	12.34	3.16	8.99
	Adult 2XL	6.46	4.15	9.23	12.34	5.16	
	Adult 3XL	8.18	5.15	10.86	15.34	6.16	
	Adult 4XL	8.18	5.15	10.86	16.34	7.16	
ADULT SOFTBALL/COACHSTAFF							
13	T-shirts, LS, 50/50 cotton/poly	Port & Co PC55LS	Gildan 8400	29LS	Gildan	Gildan 8400	Jeerzees***
	Adult Small - Adult XL	6.12	4.29	8.96	6.40	6.45	13.50
	Adult 2XL	7.84	5.79	10.70	7.90	8.45	
	Adult 3XL	8.09	7.29	10.90	8.40	9.45	
	Adult 4XL	8.48	N/A	N/A	N/A	10.45	

CITY OF NOVI - SPORT CLOTHING APPAREL

Bid due 9/25/19 11:00 a.m.

Item	Description	Impressive Promotional	Ad-Wear	DBS Printing & Marketing	American Silkscreen	Riddell	4imprint
14	T-shirt - SS, 100 % poly, wicking	Augusta 790	Augusta 790	Augusta 790	Augusta 790	Augusta 2790*	Augusta ***
	Adult Small - Adult XL	3.04	2.59	7.68	4.40	4.41	12.99
	Adult 2XL	3.04	4.67	8.90	5.40	6.41	
	Adult 3XL	5.47	5.71	11.35	6.40	7.41	
15	T-shirt - LS, 100% poly, wicking	Augusta 788	Augusta 788	Augusta 788	Augusta 788	Augusta 788	Augusta***
	Adult Small - Adult XL	6.05	5.05	10.09	7.30	6.23	16.95
	Adult 2XL	6.05	5.05	11.50	8.30	8.23	
	Adult 3XL	9.71	8.11	14.34	10.30	9.23	
16	Polo, SS	Nike 373749/354064	Nike 373749/354064	Nike 373749/354064	Nike 373749/354064	Nike 373749/354064	Nike ***
	Adult Small - Adult XL	22.09	18.39	29.36	24.27	no bid	52.95
	Adult 2XL	23.39	19.59	30.61	25.27	no bid	
	Adult 3XL (no ladies)	25.99	20.89	33.11	26.27	no bid	
	Adult 4XL(no ladies)	27.29	21.99	34.36	27.27	no bid	
17	Sweatshirt - Crew Neck	Gildan G180	Gildan G180	Gildan G180	Gildan G180	Gildan G180	Gildan 8 oz ***
	Adult Small - Adult XL	8.63	5.71	11.38	8.67	8.62	15.95
	Adult 2XL	10.48	7.27	13.15	10.17	10.62	
	Adult 3XL	11.74	8.99	14.36	11.17	11.62	
	Adult 4XL	11.74	8.99	14.36	11.17	12.62	
18	Sweatshirt - Crew Neck	Port & Co PC 90	Port & Co PC 90	Port & Co PC 90	Port & Co PC 90	Port & Co PC 90	Paramount***
	Adult Small - Adult XL	7.70	5.29	13.31	9.13	10.89	20.45
	Adult 2XL	11.62	6.77	15.58	12.63	12.89	
	Adult 3XL	11.99	7.63	15.96	13.13	13.89	
	Adult 4XL	12.56	7.63	16.33	13.38	14.89	
19	Sweatshirt - Crew Neck	FOL #82300	FOL #82300	FOL #82300	FOL #82300	Anvil 71000*	Fruit of the Loom***
	Adult Small - Adult XL	13.16	10.79	15.73	14.46	11.27	28.95
	Adult 2XL	17.24	14.37	19.65	17.46	13.27	
	Adult 3XL	18.79	16.19	21.14	18.46	14.27	
20	Sweatshirt - Crew Neck	Sport Tek F280	Sport Tek F280	Sport Tek F280	Sport Tek F280	Sport Tek F280	No brand listed***

CITY OF NOVI - SPORT CLOTHING APPAREL

Bid due 9/25/19 11:00 a.m.

Item	Description	Impressive Promotional	Ad-Wear	DBS Printing & Marketing	American Silkscreen	Riddell	4imprint
26	Wind Shirt, LS, unlined, V-neck	Port Authority J342	Port Authority J342	J342	Sportek JST72	Sport Tek JST62	Pack-N-Go Pullover
	Adult XSmall - Adult XL	10.39	8.79	10.49	16.91	16.79	39.50
	Adult 2XL	11.69	9.79	11.49	17.91	18.79	
	Adult 3XL	14.29	11.89	13.49	19.91	19.79	
	Adult 4XL	15.59	12.89	14.49	20.91	20.79	
27	Polo Shirt - SS, wicking, Mens & Ladies	Harriton M315/M315W	Harriton M315/M315W	Harriton M315/M315W	Harriton M315/M315W	SportTek ST653/LST653*	Harriton ***
	Adult XSmall - Adult XL	14.30	11.99	16.83	15.71	16.79	27.50
	Adult 2XL	16.90	14.11	19.33	17.71	18.79	
	Adult 3XL	18.20	15.21	20.58	18.71	19.79	
	Adult 4XL	19.50	16.37	21.83	19.71	20.79	
28	Crew Neck Sweatshirt	Jerzees 4662M	Jerzees 4662M	Jerzees 4662M	Jerzees 4662M	Jerzees 4662M	Jerzees***
	Adult XSmall - Adult XL	10.92	6.73	12.95	9.66	11.00	16.99
	Adult 2XL	14.51	11.59	15.99	12.66	13.00	
	Adult 3XL	16.29	12.03	16.28	13.66	14.00	
	Adult 4XL	N/A	12.03	N/A	N/A	15.00	
29	Hoodie Pullover Sweatshirt	Hanes F170	Hanes F170	Hanes F170	Hanes F170	Hanes F170	Hanes***
	Adult XSmall - Adult XL	20.88	13.39	23.15	17.49	20.24	32.95
	Adult 2XL	21.05	17.63	23.31	19.49	22.24	
	Adult 3XL	23.67	19.91	25.84	20.49	24.24	
	Delivery after receipt of order	10-15 days	20 days	7 days	2 weeks	30 days ARO	Varies per item
	Reprint delivery	5-10 days	10 days	7 days	10 days	30 days ARO	Varies per item
	How much time to ship Championship items to teams	5-10 days	2-4 weeks	7 days	2 weeks	30 days ARO	Varies per item

CITY OF NOVI - SPORT CLOTHING APPAREL

Bid due 9/25/19 11:00 a.m.

Item	Description	Impressive Promotional	Ad-Wear	DBS Printing & Marketing	American Silkscreen	Riddell	4imprint
Comments		for Championship prizes, see Exhibit 1 or http://www.myippteam.com/promotional.html	Orders that are less than 36 pieces and/or less than \$300.00 have added \$75.00 to cover cost of inbound and outbound freight for these size orders	Product 82230R has minimum order of 24. We can create an online store for this bid.			Pricing does not include freight

* substitution

** Setup fee for embroidery is free on orders of 24 or more apparel and 72 or more hats

*** Provided substitutions and/or did not provide style number for shirt, nor did they specify if price was for all sizes



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval to purchase four (4) speed signs for the Novi Police Department from All Traffic Solutions, sole source provider, in the amount of \$16,780.

SUBMITTING DEPARTMENT: Public Safety - Police

EXPENDITURE REQUIRED	\$16,780
AMOUNT BUDGETED	\$18,900
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	266-266.00-740.000

BACKGROUND INFORMATION: Approved in the 2019-20 Forfeiture Budget was the replacement of four (4) speed signs. The Novi Police Department currently has four (4) speed signs that were purchased in July, 2011. Over the past 8 (eight) years, these signs have not only shown physical wear and tear, but their electronics have started to fail and need repair on an almost regular basis. These are the portable, battery powered electronic signs that measure and display vehicle speed. The Novi Police Department regularly deploys these signs throughout the City based on speeding concerns of the department and of citizens. The signs are designed to increase motorist awareness of unlawful speed and increase compliance with the posted speed limits. These signs operate in compliance with Michigan law in that they are not used to issue speeding citations. Given the age of the units and their more frequent need for repairs, the signs are becoming less reliable and costing more to repair.

A search of available units and vendors in the market place revealed that the units by All Traffic Solutions seem to provide for us the best product for our needs

RECOMMENDED ACTION: Approval to purchase four (4) speed signs for the Novi Police Department from All Traffic Solutions, sole source provider, in the amount of \$16,780.



All Traffic Solutions Inc.
 12950 Worldgate Dr.,
 Ste 310
 Herndon, VA 20170
 Phone: 814-237-9005
 Fax: 814-237-9006

A sign of the future.

Tax ID: 25-1887906

QUOTE Q-36377

DATE/TIME: 8/29/2019 3:16:54 PM
 PAGE NO: 1

Independent Sales Rep:

Questions contact:
MANUFACTURER:
All Traffic Solutions
 Julie Styskin
 (866) 366-6602
 x 250
 jstyskin@alltrafficsolutions.com

Mail Purchase

Orders to:
 3100 Research Dr.
 State College, PA
 16801

BILL TO:
 Novi Police Department
 45125 W 10 Mile Road
 Novi, MI 48375

SHIP TO:
 Novi Police Department
 45125 W 10 Mile Road
 Novi, MI 48375

Billing Contact:

Attn: Keith Wuotinen

PAYMENT TERMS: Net 30
CUSTOMER: 205071
CONTACT:

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000743	LFP Power kit, 10Ah battery (2), internal power controller, charger w/connector	4.00	\$595.00	\$2,380.00
4900055	Carrying Case; Sh12 softcase with storage pockets	4.00	\$150.00	\$600.00
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	4.00	\$2,695.00	\$10,780.00
4000758	Trade-in CREDIT: ATS Unit, RSD purchase, requires one year TrafficCloud service	4.00	(\$1,000.00)	(\$4,000.00)
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	4.00	\$1,500.00	\$6,000.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	4.00	\$0.00	\$0.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1.00	\$0.00	\$0.00
4000641	Shipping Common Carrier	4.00	\$50.00	\$200.00
4500226	LFP Battery Charger, 12.8V LFP 1.5A CO1544-4D-XO	4.00	\$125.00	\$500.00

4001245	LFP Battery 'Y' Adapter (for the Delphi charger), Delphi Weather Pack receptacle to (2) Delphi Weather Pack plugs	8.00	\$40.00	\$320.00
4001299	3 Year Warranty	4.00	\$0.00	\$0.00

Special Notes: **SALES AMOUNT:** \$16,780.00

Sh12 – 2 LFP batteries with 2 chargers – mount plate –
“YOUR SPEED” sign – All features activated perpetually
(Bluetooth – Data – Strobe and Imaging) – 1 year of web
services (TraffiCloud) to all 6 Apps (Remote Management
– Imaging – Data – Alerts, Mapping and Premier Care
warranty) – shipping and training. Carrying Case. 3 year
warranty. LFP Battery adapter. **SHIPPING:**
TOTAL: \$16,780.00

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB Destination. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a three-year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

Print Name, Title

Signature

Date

MEMORANDUM



TO: ERICK W. ZINSER
ASSISTANT CHIEF OF POLICE

FROM: KEITH A. WUOTINEN, LIEUTENANT

SUBJECT SPEED SIGN PURCHASE

DATE: SEPTEMBER 30, 2019

Background:

The Novi Police Department currently has four (4) speed signs that were purchased in July, 2011. Over the past 8 (eight) years, these signs have not only shown physical wear and tear, but their electronics have started to fail and need repair on a regular basis.

These are the portable, battery powered electronic signs that measure and display vehicle speed. The Novi Police Department regularly deploys these signs throughout the City based on speeding concerns of the department and of citizens, and by displaying vehicle speed, the signs are designed to increase motorist awareness of their unlawful speed and increase compliance with the posted speed limits. These signs operate in compliance with Michigan law in that they are not used to issue speeding citations.

Given the age of the units and their more frequent need for repairs, the signs are becoming less reliable and costing more to repair. The time has come to replace these units.

A search of available units and vendors in the market place revealed that the units by All Traffic Solutions and Traffic Logix meet the general size and feature requirements that we use in a self-contained, battery powered product that can be temporarily placed on existing sign poles.

Differences between the All Traffic Solutions and Traffic Logix:

Despite the general similar nature of the two vendor's products, there are some significant differences.

All Traffic Solutions units come equipped with some important differences:

- Two lithium batteries that will last the full week of our deployment
- Metal housing for durability
- External charging port, eliminating the need to remove the batteries for charging (a common point of failure with the cords)
- Non-exposed internal electronics, even when accessing batteries
- Smaller unit, easier to handle
- Lighter unit, easier to pick up and place on sign pole

- Easier bracket to fasten to sign pole
- 3-Year warranty

The units from Traffic Logix have some important shortcomings when we tested them:

- Unit is heavier, and harder to handle
- Unit is larger, and consequently harder to handle
- Unit only comes with one lithium battery, and not likely to last a full week
- Unit is very difficult to line up correctly on the mounting bracket in the field
- Unit requires the opening of the case to remove and charge the batteries (a common point of failure)
- When opening the unit for battery access, all circuit boards are fully exposed, increasing the risk of damage
- Unit housing is made of plastic and not as durable
- 2-Year warranty (one year on battery)

Both units offer features to collect traffic data and remote access via the cellular data network.

Proposed Purchase:

To purchase four (4) new speed signs from All Traffic Solutions (same make/model- the Shield 12, that is compatible with existing brackets being used in the field), with batteries and chargers is \$16,780.00.

This price includes an optional adapter installed on the units that does not require the batteries to be removed to be charged. When we have had failures with our units in the past, some of these failures were related to the design that required pulling out the batteries on a daily or weekly basis to charge them. With the new adapter installed that is offered on the ATS model, this will eliminate one of the points of failure that we have experienced.



June 11, 2019

Lieutenant Keith Wuotinen
City of Novi Police Department
45125 W Ten Mile Road
Novi, MI 48375

Re: Sole Source with All Traffic Solutions products

The Shield™ radar speed display, SpeedAlert™ radar message sign and the InstALERT® variable message sign are proprietary products solely engineered and manufactured by All Traffic Solutions, Inc. All Traffic Solutions products are manufactured within the United States using domestic labor and components.

Our unique product features include:

- **Connectivity (standard):** Only our radar speed and message signs include wireless communication capability as a standard feature maximizing reliability. All Traffic Solutions holds the Patent for “collecting data on side of road, transmitting to a server, and reporting the data wirelessly”. **US Patent 8,417,442**
- **Cloud-Synchronized (standard):** No charge web access to our basic hosted service allows you to manage your traffic data in a consolidated database and synchronize your messages across authorized handheld devices. Requires no IT setup or local installation.
- **Web-based Apps (standard):** Browser-based software interface automatically updates to the most current, feature-rich version at no charge.
- **Mounting (standard):** Our 12", 15" and 18" signs all utilize a standardized mounting configuration that allows the sign to be unlocked and removed in less than 10 seconds.
- **Lightweight (standard):** Our 12", 15", and 18" signs weigh 12, 18, and 29 lbs. respectively. The 24" signs weigh only 43 lbs. and fold in half for easy storage and transport.



- Extended battery life (standard): Internal Lithium-based batteries will add as little as 2.5 lbs. with one 12Ah) or 8 lbs. with two 16Ah batteries.
- TraffiCloud™ services (optional): Complement our equipment with centralized, remote management of all sign functions and data including GPS mapping, remote diagnostics and alerts. Our patent-pending automated speed reports make data collection and analysis as simple as it can get.
- Perpetual Warranty: Standard warranty remains in effect as long as TraffiCloud services are active.

We appreciate your interest in our solutions and look forward to helping address your needs.

Please direct further inquiries to my attention at (571) 321-5459 or by email at jtyskin@alltrafficsolutions.com

Sincerely,

Julie Styskin

Senior Territory Manager – CO, IN, MI, NJ, NM, OH, OR, PA, WA



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval of Resolution regarding Temporary Holiday Promotional Signage allowing temporary relief from Sign Ordinance from November 29 through December 26, 2019.

SUBMITTING DEPARTMENT: Economic Development

BACKGROUND INFORMATION: As in years past, in order to assist the Novi retail business community during the holiday shopping season, this resolution would allow one additional sign per business and temporary relief of the "temporary promotional event" signage authorization in the sign ordinance. The provision allows the City Council to permit special City-wide business signage on private property relating to an identified event. The City has done so for the Ringing in the Holidays event, with no apparent issues. Should the Council decide that it is appropriate to do so, it is suggested with the following general parameters:

- This one time permit would be valid only between November 29 through December 26, 2019.
- The size must be no larger than 48" X 60". This would satisfy the typical A-frame and real estate sign.

Pre-Application (or registration) must be made to the City, on a form provided by the City, which shall include an acknowledgement and permission for the City to enter upon the property to remove the sign if it is not removed by the applicant within the time specified in the resolution.

RECOMMENDED ACTION: Approval of resolution regarding Temporary Holiday Promotional Signage allowing temporary relief from Sign Ordinance from November 29 through December 26, 2019.

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION REGARDING TEMPORARY HOLIDAY PROMOTIONAL SIGNAGE

Minutes of a regular Meeting of the City Council of the City of Novi,
County of Oakland, Michigan, held in the City Hall in said City on October 28,
2019, at seven o'clock P.M. Prevailing Eastern Time.

PRESENT:

Council Members: _____

ABSENT:

Council Members: _____

The following preamble and Resolution were offered by Council Member
_____ and supported by Council Member _____.

WHEREAS, the City's Sign Ordinance, Chapter 28 of the City of Novi Code
of Ordinances, Section 28-6(g) provides as follows with respect to temporary
signs:

In addition to any other temporary sign allowed in this section, the
city council may, by resolution, allow temporary sign in connection
with an event or promotion, and may as part of the resolution
impose such limitations as to size and duration as it deems
appropriate. Application for such additional sign must be made to
the city, on a form provided by the city, which shall include an
acknowledgement and permission for the city to enter upon the
property to remove the sign if it is not removed by the applicant
within the time specified in the resolution.

WHEREAS, the City has in prior years allowed such temporary promotional signs in connection with the City-wide holiday event known as “Light Up the Night”; and

WHEREAS, the City Council believes that these sign authorizations have been beneficial to the participating businesses and has not been detrimental to the City as a whole; and

WHEREAS, the City Council believes that, it would be appropriate to authorize such temporary signage to promote economic development during the holiday season; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Only one additional sign per business is authorized, in connection with the Light up the Night event.
2. The sign must be a ground pole or portable sign, as defined in Section 28-1 of the City Code, meaning a freestanding sign not permanently anchored or secured to either a building or the ground.
3. The sign shall not exceed 20 square feet (e.g., 48" X 60") in area and shall not be in excess of six (6) feet in height.
4. The sign shall not be placed on public property or in the public road right-of-way or any roadway easement.
5. The sign shall be permitted from Friday, November 29, 2019, through Thursday, December 26, 2019. The sign shall be removed immediately upon the expiration of this approval.
6. As an event authorized specifically by the City Council, the City Council retains the right to alter or amend its authorization and to cancel, rescind, or revoke the same, with or without notice, and any individual or entity who undertakes to participate in or take any action under this authorization acknowledges that this authorization creates no rights inconsistent with the reservation of all such rights to

the City and bears all risk of such cancellation, rescission, or revocation, including the loss of any benefit of the additional sign and/or the cost of the sign.

7. Before any such sign is placed, application must be made to the City, on a form provided by the City, which shall include an acknowledgement and permission for the City to enter upon the property to remove the sign if it is not removed by the applicant within the time specified in the resolution.

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 28th day of October 2019, 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



ORDINANCE DIVISION
NOVI COMMUNITY DEVELOPMENT
45175 TEN MILE ROAD
NOVI, MI 48375
(248) 347-0415
Fax (248) 735-5600

TEMPORARY PROMOTIONAL SIGN PERMIT REGISTRATION
By Special Resolution of the Novi City Council
Subject to Chapter 28 of the City Code

Name of business: _____

Address of business: _____

Business phone number: _____

Name of applicant: _____

Home address: _____

Home phone: _____

Names and phone numbers of persons erecting and removing sign _____

Requirements:

1. One sign per business is authorized. The sign must be a ground pole or portable sign as defined in Section 28-1 of the City Code, meaning a freestanding sign not permanently anchored or secured to either a building or the ground.
2. The sign shall not exceed 20 square feet (e.g., 48" X 60") in area and shall not be in excess of six (6) feet in height.
3. The sign shall not be placed on public property or in the public road right-of-way or any roadway easement.
4. This one time only permit is valid only between Friday November 29, 2019 and Thursday December 26, 2019. The permitted sign must be removed by the applicant by December 26, 2019.
5. **Applicant hereby authorizes the City of Novi to enter upon the property, or any adjacent property necessary to access the sign, to remove the sign if it is not removed by the applicant within the time specified above or does not comply with requirements 1-4, and hereby releases and waives any claims of liability on the part of the City for any damage done to the property or sign, and to indemnify and hold harmless the City from any claims as a result of the City's actions, including damage done to the property or adjacent property as a result of the removal.**
6. As an event authorized specifically by the City Council, the City Council retains the right to alter or amend its authorization and to cancel, rescind, or revoke the same, with or without notice, and any individual or entity who undertakes to participate in or take any action under this authorization acknowledges that this authorization created no rights inconsistent with the reservation of all such rights to the City and bears all risk of such cancellation, rescission, or revocation, including the loss of any benefit of the additional sign and/or the cost of the sign.
7. I agree to comply completely with the aforementioned requirements.

All applications submitted via mail *must* be addressed to:

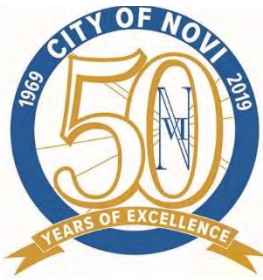
**Ordinance Division
Community Development
45175 Ten Mile Road
Novi, MI 48375**

In Addition:

1. Provide a sketch at the bottom of this page illustrating what will be included on the sign, type of sign, along with the location and position of sign in relation to nearby buildings, structures, and property lines.

_____ Name of person authorized to sign

_____ Company name (if applicable)



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of five (5) street lights; one (1) at the entrance of Emerson Park off of Novi Road and four (4) within the subdivision, and approval of an agreement with Pulte Homes of Michigan, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 3,052.10 (Installation costs paid by City)
	\$ 253.44 (Annual operating costs paid by City)
	\$ 3,305.54 TOTAL City share
	\$ 17,006.80 (HOA paid costs)
AMOUNT BUDGETED	\$ 20,000 (Street Light Installation)
	\$ 152,000 (Street Light Operations)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-442.10-924.051 (Streetlight Installation)
	101-442.20-924.000 (Street lighting Operations)

BACKGROUND INFORMATION:

The developer of Emerson Park, Pulte Homes of Michigan, is requesting the installation of four (4) 39w LED 'Basic' Granville luminaires on black 'Windsor' posts in the subdivision and one (1) 60w LED 'Basic' Granville luminaire on a black 'Windsor' post at the Emerson Park entrance located off of Novi Road, north of Ten Mile Road.

The Resolution for Amended Street Light Policy adopted on September 24, 2012 states the City will provide one single, standard overhead street light in the public right-of-way at major road entrances of residential developments to enhance public safety up to 100 feet from an existing electrical conduit. The policy also states when lighting requests include upgraded decorative or additional street lights, the petitioner shall bear the additional cost of installation beyond the cost for a single standard light. The developer is requesting a decorative street light located within 100 feet of the existing electrical conduit. Therefore, the portion of the installation cost for the decorative streetlight will be the developer's responsibility. Similarly, the policy states the City will pay for the ongoing operation and energy costs for one street light at the entrance,

and ongoing operation and energy costs for additional lighting will be paid by the Homeowners Association.

Engineering staff worked with DTE Energy (Detroit Edison Company) and Pulte Homes of Michigan to determine the appropriate location for a street light, and obtained an estimate of the installation and ongoing operation cost for five (5) decorative lights. The new street lights will be 11'6" decorative black Windsor posts with 39w LED 'Basic' Granville luminaires within the subdivision and a 60w 'Basic' Granville luminaire at the entrance consistent with the style of street lighting that the City considers the standard for residential entryway lighting.

In order to facilitate installation of the street lights, DTE Energy is requesting approval and execution of the attached Purchase Agreement. The DTE Energy agreement requires the City to pay the total installation cost of \$20,058.90 and an ongoing annual lamp charge of \$1,209 for operation and maintenance of the street light. As with all other street light installations, the City requires payment by the applicant for all reimbursable charges and the City pays DTE Energy directly.

The following table summarizes the cost sharing for the requested streetlights:

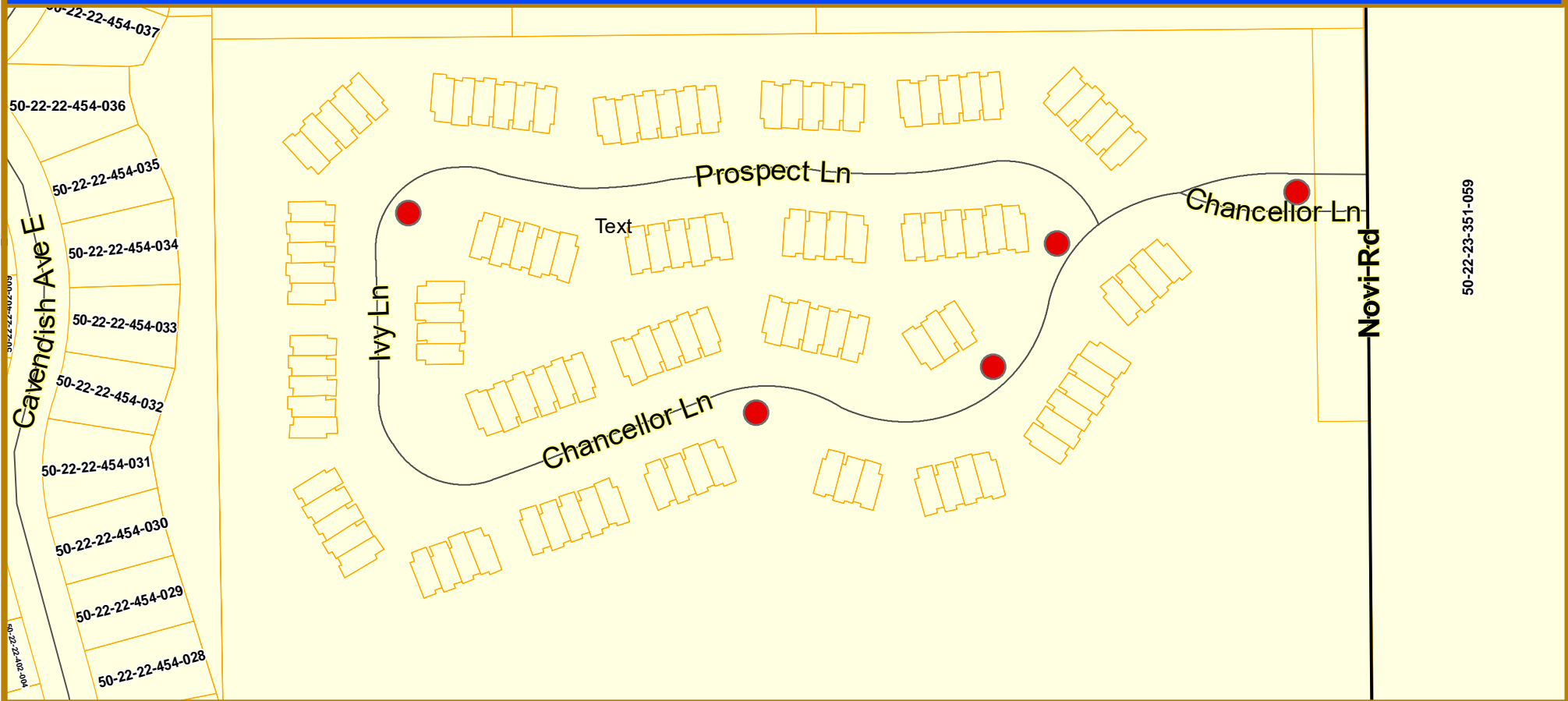
Description	City Share	Developer/HOA Share	Total
Installation Costs	\$ 3,052.10	\$ 17,006.80	\$ 20,058.90
Annual Operating Costs	\$ 253.44	\$ 955.56	\$ 1,209.00

A second agreement between the City and Pulte Homes of Michigan, LLC is also provided for consideration to formalize the cost sharing and payment arrangement for the installation and operation of the streetlight. Pulte Homes of Michigan, LLC has paid the City its portion of the installation costs.

The proposed agreements have been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela, October 9, 2019).

RECOMMENDED ACTION: Approval of a Street Light Purchase Agreement with Detroit Edison Company for the installation and ongoing operation cost of one (1) street light at the entrance of Emerson Park off of Novi Road and four (4) street lights within the subdivision, and approval of an agreement with Pulte Homes of Michigan, LLC for the sharing of installation and ongoing operation costs per the City's Street Lighting Policy.

DTE Street Light Installation Emerson Park Location Map

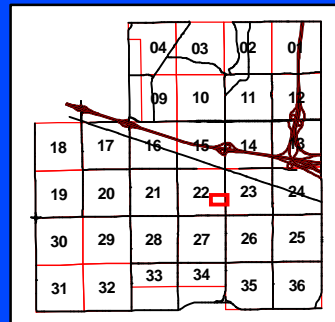


Map Author: R. Runkel
Date: 9-30-19
Project: Emerson Park Streetlights
Version #: 1

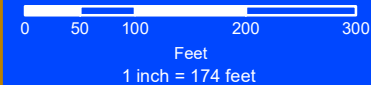
MAP INTERPRETATION NOTICE

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

● Proposed Street Light Locations



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





September 29, 2019

City of Novi
Rebecca Runkel
26300 Lee BeGole Dr
Novi, MI 48375

Re: Proposed Street Lighting-Emerson Park

I have completed the review of your request for the proposed lighting and have prepared a cost estimate for the installation of five (5) streetlight posts, four (4) 39w LED luminaires, and one (1) 60w LED luminaire. I am recommending the installation of four (4) 39w LED **stock "Basic" Granville luminaires** in the interior of the development, one (1) 60w LED stock "Basic" Granville luminaire near the entrance, and five (5) stock, **Main Street "Windsor" 11'6" fiberglass posts on concrete foundations**. Streetlight to be fed by underground cable.

The costs are based on the Option 1 Municipal Street Light rate, where DTE Energy installs, owns, and maintains the lighting system. The rate requires a portion of the construction costs be paid by the customer, which is determined by the following formula.

Underground fed (5) 39w Granville acorn LED fixtures.

Annual Operating Cost	\$1,209.00
Costs to Construct	\$23,685.90
3yr Revenue Credit	(\$3,627.00)
Contribution from the City of Novi	\$20,058.90

City of Novi Standard-30' Fiberglass Post and 58w LED-100' Feed Point

Annual Operating Cost	\$253.44
Cost to Construct	\$3,812.42
3yr Revenue Credit	(\$760.32)
Contribution from the City of Novi	\$3,052.10

The price quoted shall be in effect for a period of six months from the date of this letter, after which these costs will no longer be valid. After installation, the total cost for additional modification, relocation or removal will be the responsibility of the requesting party. Payment of the customer contribution must be made prior to the actual start of construction.

Please contact me for a Street Lighting Purchase Agreement if you would like to proceed with the above installation.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager



September 29, 2019

City of Novi
26300 Lee BeGole Dr
Novi, MI 48375
Attn: Rebecca Runkel

Re: City of Novi- Emerson Park Street Lighting

Attached is the agreement for the work to be performed in the budget letter was sent on September 29, 2019. A detailed description of the project is outlined in the agreements. Please print **TWO** copies. Please sign **BOTH** copies in the designated areas. A check in the amount of **\$20,058.90** is also required at this time. Please return **BOTH** signed agreements (as well as **check or Purchase Order...made payable to DTE Energy**) to the following address:

DTE Energy
8001 Haggerty Rd.
Belleville, MI 48111
140 WWSC-Brandon Faron

Upon receipt of BOTH signed copies (and payment), we (DTE Energy) will then sign BOTH copies and return ONE original back to you.

Please call if you have questions, 734-397-4017.

Sincerely,

Brandon R. Faron

Brandon R. Faron
Account Manager
Community Lighting

Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of September 29, 2019 between DTE Electric Company ("Company") and City of Novi ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated September 16, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	54365251	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: N/A	
2. Location where Equipment will be installed:	[Emerson Park-Chancellor and Novi Rd], as more fully described on the map attached hereto as <u>Attachment 1</u> .	
3. Total number of lights to be installed:	5	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Install four (4) stock 39w LED "Basic" Granville luminaires, one (1) 60w LED "Basic" Granville luminaire, and five (5) stock "Windsor" posts on concrete foundations	
5. Estimated Total Annual Lamp Charges	\$1,209.00	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$23,685.90
	Credit for 3 years of lamp charges: New Installations Only	\$3,627.00
	CIAC Amount (cost minus revenue)	\$20,058.90
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices _____	
10. Customer Address for Notices:	City of Novi 26300 Lee BeGole Dr Novi, MI 48375 Attn: Rebecca Runkel	

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) YES NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least N/A posts and N/A luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at N/A.
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: N/A Title: N/A

Phone Number: N/A Email: N/A

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

DTE Electric Company

By: _____

Name: _____

Title: _____

Customer:

City of Novi

By: _____

Name: _____

Title: _____

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF NOVI

STREET LIGHTING AGREEMENT

This Agreement is entered into this ___day of _____, 20___, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (the “City”), and PULTE HOMES OF MICHIGAN, LLC, a Michigan LLC, (“Developer”) whose address is 100 Bloomfield Hills Parkway, Suite 140, Bloomfield Hills, Michigan 48304 and the EMERSON PARK CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, 48304 (“Association”).

RECITATIONS:

The Developer and the Association are designated to administer the affairs of said subdivision at this time.

The Developer has requested the City to assist it in making a certain local public improvement consisting of the installation of five (5) street lights within the Emerson Park Condominiums, one at the entrance on Novi Road, and four (4) within the subdivision as described and depicted on the attached Exhibit A hereto.

In accordance with the City’s Amended Street Light Policy, dated September 24, 2012, the City will contract directly with DTE for the installation and operation of the type and number of poles and fixtures requested by the Association.

For all requests for installation of a single standard street light at a major road entrance, the City will contract with DTE for the installation of the requested street light. The City will pay the non-DTE share of the installation cost and the annual cost of operating the street light, in accordance with the City’s policy.

For all requests other than installation of a single standard street light at a major road entrance, including a non-standard decorative street light, the City will contract with DTE for the installation of the requested street light or lights. The Developer/Association shall reimburse the City for the non-DTE share of the installation cost.

For all requests for street lights in addition to a single street light at a major road entrance, the Association shall reimburse the City on an annual basis for ongoing operating costs of the additional street lights.

The Developer and the Association are authorized to execute this Agreement.

The City has obtained from the Detroit Edison Company (“DTE”) an estimate for the installation and annual operation of said street lights, requiring a charge for the five (5) decorative street lights of **\$20,058.90** and an operating cost for the first year in the amount of **\$1,209.00** (“Annual Operating Cost”).

The City has agreed to assist the Developer/Association in facilitating the installation and operation of said street lights with DTE.

The parties desire to enter into this Agreement to provide for the payment to the City by the Developer and/or Association of the cost of installation for the upgrade to the decorative light at the entrance and four (4) additional lights within the subdivision, plus the City’s 10% administrative fee, in the total amount of **\$18,707.48** and an Annual Operating Cost, plus the City’s 10% administrative fee, in the total amount of **\$1,051.12** for which the City will be billed by DTE directly, and the Developer/Association shall reimburse the City in accordance with the Street Light Policy.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed decorative street lights.

2. Upon execution of this Agreement, the Developer and/or Association shall pay directly to the City the amount of **\$18,707.48**, representing the Developer/Association portion of the installation cost plus an administrative fee in the amount of 10%, or such other amount as DTE shall require for installation of the proposed street lights.

3. Upon execution of this Agreement, or when requested by the City, the Developer/Association shall pay to the City the amount of **\$1,051.12** representing the estimated Annual Operating Cost for the additional streetlights beyond the first standard street light allowed under the Street Light Policy for the first year, plus an administrative fee in the amount of 10%. If the Association fails to pay such costs within thirty (30) days of the Due Date, the City shall have a lien for the amount due and owing, plus interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent property taxes.

4. The parties acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges imposed by DTE may increase due to unforeseen circumstances and due to the increase of energy costs over time. The Association hereby agrees to pay the Annual Operating Cost as it may be revised due to such increases. The Developer/Association agrees that the Annual Operating Cost shall be a debt to the City from the Association. The Annual Operating Cost shall increase a minimum of \$10.00 per year for each year of the existence of the Agreement.

5. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducement made by either party or agent of either party that is not

contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed hereon.

6. The term of this Agreement shall be for twenty (20) years, and shall automatically renew for additional five (5) years periods thereafter, until such time as either party shall notify the other in writing of its intent not to renew. Such notice of intent not to renew shall be given not less than one year prior to the expiration of the original and any renewal terms.

7. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

[SIGNATURES BEGIN ON THE NEXT PAGE]

CITY OF NOVI, a Michigan municipal
Corporation

By: Robert J. Gatt
Its: Mayor

By: Courtney Hanson
Its: City Clerk

PULTE HOMES OF MICHIGAN, LLC, a
Michigan limited liability company

By:

Its:

EMERSON PARK CONDOMINIUM
ASSOCIATION, a Michigan non-profit
corporation

By:
Its:

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

October 9, 2019

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

Re: Emerson Park - Master Agreement for Municipal Street Lighting, DTE Energy Purchase Agreement and Street Lighting Agreement for New Subdivision

Dear Ms. Runkel:

We have received and reviewed the following documents for the installation of five (5) decorative street lights within the Emerson Park Development, including one (1) at the intersection of Novi Road and Chancellor Lane to serve the Development:

1. Master Agreement for Municipal Street Lighting dated September 16, 2013, and Purchase Agreement (Work Order Number 54365251).
2. Street Lighting Agreement for New Subdivisions – Emerson Park.

Master Agreement and Purchase Agreement

The Master Agreement for Municipal Street Lighting ("**Master Agreement**") and corresponding Purchase Agreement are standard form agreements prepared by DTE Energy for use in projects for installation and maintenance of new street lighting. The Master Agreement controls the terms of installation and maintenance, generally, such as terms of payment, rates, maintenance responsibilities, term, liability, warranties and general contract provisions, including such things as choice of law and notices.

The Purchase Agreement includes the more specific information relating to each particular project, including total estimated project cost, project location, project specifications, and special-order information.

The City should be aware that the cost provided in the Purchase Agreement is an estimate and may increase based upon conditions found underground at the time of construction, pursuant to the Master Agreement.

The terms of the Master Agreement and Purchase Agreement generally are acceptable and are in part, subject to rates and other rules imposed by the Michigan Public Services Commission.

Rebecca Runkel, Engineering Technician
City of Novi
October 9, 2019
Page 2

Agreement with Association

With respect to the **City's Agreement with the** Developer and the Emerson Park Condominium Association to install a five (5) decorative street lights service the Development, the City will pay the ongoing energy costs relating to a single street light within the public right-of-way. The Association will be required to pay the additional cost of the installation for the four (4) additional decorative street lights and annual operating cost, plus **the City's** 10% administrative fee. The Agreement appears to satisfactory for this purpose, as provided.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Megan Mikus, Deputy DPW Director (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)



CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019

SUBJECT: Approval of a cost participation agreement with the Oakland County Board of Commissioners for the proposed reconstruction of Lee BeGole Drive, in the amount of \$104,471.

SUBMITTING DEPARTMENT: Department of Public Works

BACKGROUND INFORMATION:

The Oakland County Board of Commissioners has approved funding for the rehabilitation and widening of Lee BeGole Drive as part the Local Road Improvement Matching Fund Program (LRIP). The purpose of the program is to help local agencies fund road construction projects that remove impediments to the economic development of the community.

Lee BeGole Drive between 11 Mile Road and the new Gun Range scope of design services was approved by Council on August 26, 2019 at the City Council Meeting. The project includes replacing and widening the asphalt roadway, replacing the culvert and headwall over the Bassett Drain, and installation of new water main. While the project is being designed for future development considerations, the new roadway will only be constructed to the driveway entrance at the Gun Range facility.

The estimated construction cost for the project is \$1,252,355 and Oakland County will provide \$104,471 in project funding. The City will be responsible for the remaining cost and all non-construction/engineering costs. The City's construction share of the project is \$1,147,884. The Agreement is required for the limited purpose of setting forth how the project costs will be divided between the City and County. The City is required to contract separately for completion and administration of the project. Construction will likely take place in 2020 to allow for the design and bid process.

The City Attorney has reviewed the attached cost participation agreement and recommends the agreement is sufficient for the purpose of assigning estimated project costs between the City and the Oakland County Board of Commissioners (Beth Saarela, October 10, 2019).

RECOMMENDED ACTION: Approval of a cost participation agreement with the Oakland County Board of Commissioners for the proposed reconstruction of Lee BeGole Drive, in the amount of \$104,471.

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



**ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER**

October 10, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

RE: *Local Road Improvement Matching Fund Pilot Program - Cost Participation Agreement – Lee BeGole Drive*

Dear Mr. Herczeg:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the rehabilitation of Lee BeGole Drive at 11 Mile Road.

As set forth in Exhibit A, the total project cost is expected to be \$1,252,355. The Board of County Road Commissioners will provide the City reimbursement in the amount of \$104,471. The excess amount will be paid by the City.

The Agreement is provided for the limited purpose of setting forth how the project costs will be divided between the named parties. The City is required to contract separately for completion and administration of the project.

Based on the limited purpose and scope of the contract, we see no legal impediment to entering into the Agreement with the Board.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

**ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC**

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the printed name.

Elizabeth Kudla Saarela

Jeffrey Herczeg, Director of Public Works
City of Novi
October 10, 2019
Page 2

EKS
Enclosures

C: Cortney Hanson, Clerk (w/ Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Improve Lee BeGole and 11 Mile Intersection

City of Novi

Board Project No. 2019-26

This Agreement, made and entered into this ___ day of _____, 2019, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Novi, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Improve Lee BeGole and 11 Mile Intersection project, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2020. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,252,355; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$104,471, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.
2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$104,471. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$104,471.

- a. The Invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY the sum of \$104,471 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____

ATTACHMENT C

Pilot Local Road Improvement Matching Fund Program

Improve Lee BeGole and 11 Mile Intersection

City of Novi

Board Project No. 2019-26

Improve Lee BeGole Road and 11 Mile Road intersection and eventually continue the connection of Crescent Blvd to Lee BeGole

ESTIMATED PROJECT COST

Construction and Engineering Costs	\$1,252,355
Total Estimated Project Costs	<u>\$1,252,355</u>

COST PARTICIPATION BREAKDOWN:

	COMMUNITY	COUNTY	TOTAL
FY2019 LRIP Program	\$102,869	\$102,869	\$205,738
Additional Contribution	\$1,045,015	\$1,602	\$1,046,617
TOTAL SHARES	\$1,147,884	\$104,471	\$1,252,355

LOCAL ROAD IMPROVEMENT MATCHING FUND PILOT PROGRAM

COST PARTICIPATION AGREEMENT

Improve Lee BeGole and 11 Mile Intersection

City of Novi

Board Project No. 2019-26

This Agreement, made and entered into this ____ day of _____, 2019, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Novi, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Pilot Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Improve Lee BeGole and 11 Mile Intersection project, as more fully described in Attachment C, attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as a pilot program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2020. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$1,252,355; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in the amount of \$104,471, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$104,471. The COMMUNITY shall submit an invoice to the COUNTY in the amount of \$104,471.

a. The Invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY the sum of \$104,471 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____

ATTACHMENT C

Pilot Local Road Improvement Matching Fund Program

Improve Lee BeGole and 11 Mile Intersection

City of Novi

Board Project No. 2019-26

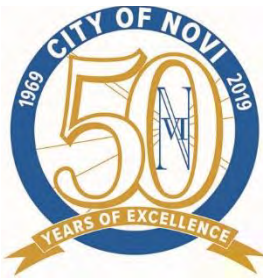
Improve Lee BeGole Road and 11 Mile Road intersection and eventually continue the connection of Crescent Blvd to Lee BeGole

ESTIMATED PROJECT COST

Construction and Engineering Costs	\$1,252,355
Total Estimated Project Costs	<u>\$1,252,355</u>

COST PARTICIPATION BREAKDOWN:

	COMMUNITY	COUNTY	TOTAL
FY2019 LRIP Program	\$102,869	\$102,869	\$205,738
Additional Contribution	\$1,045,015	\$1,602	\$1,046,617
TOTAL SHARES	\$1,147,884	\$104,471	\$1,252,355



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval to purchase a Hewlett Packard L 365 64-inch Latex Printer, Graphtec 54-inch Plotter with Ethernet kit, and GFP 355TH 55-inch top heat laminator Package from Grimco Inc., in the amount of \$28,195.11.

SUBMITTING DEPARTMENT: Department of Public Works – Field Operations Division

EXPENDITURE REQUIRED	\$ 28,195.11
AMOUNT BUDGETED	\$ 55,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	101-442.20-982.001

BACKGROUND INFORMATION: The FY 2019-20 budget includes the purchase of a new DPW sign shop printer package. The package of three machines consists of a 64-inch latex printer, a 54-inch plotter, and a 55-inch heat laminator. This package replaces an existing plotter that cuts letters from various color plastic sheets that then have to be placed on a special reflective aluminum backing. This process known as weeding is very labor intensive as each letter must be cut out and pulled off individually from the sheeting before it is placed on a reflective sign blank.

Similar to a traditional color printer, the new sign fabrication system requires only one color of white sheeting and prints all color signs on that material. The printout is then placed and laminated on a separately purchased aluminum sign cutout. By using one color of sheeting, the printer can create multiple signs of different colors simultaneously; thus, maximizing the available printing space.

An additional benefit to procuring this package is special orders regulatory signs (stop, yield, and speed limit signs) will no longer need to be provided by an outside vendor. Traditional special order signs have taken up to four weeks to deliver and include a markup on cost for labor and materials. Since the contracted signs will now be printed in-house, the extra costs and lead times will be eliminated.

The price of the HP L365 printer is set by Hewlett Packard (HP) and cannot be sold for any less than the quoted price. The reseller, Grimco, has also agreed to extend a HP printer and ink rebate in the amount of \$3,980 if the order is placed prior to October 31,

2019; bringing the overall cost of the printer to \$14,170. The additional items needed to complete the system results in an overall total package price of \$28,195.11.

In addition, Grimco is the only reseller located in the state of Michigan, and provides local training and a repair facility near metro Detroit. Due to these advantages staff concurred this package could not be matched in the competitive bid process.

City Charter allows the Finance Director to waive the bid procedure if there is no advantage to go through the bidding process. The City's Finance Director has reviewed the purchase conditions and agrees there is no benefit to putting this package out for bid since the manufacturer, Hewlett Packard, dictates the price, Grimco is the only company offering a \$3,980 rebate, and the close proximity of a Grimco service location.

RECOMMENDED ACTION: Approval to purchase a Hewlett Packard L 365 64-inch Latex Printer, Graphtec 54-inch Plotter with Ethernet kit, and GFP 355 TH 55-inch top heat laminator Package from Grimco Inc., in the amount of \$28,195.11.



Printer



Cutter



Laminator



Bryan Koets
 E-Mail: bkoets@grimco.com
 103 76th Street SW Suite D
 Grand Rapids, MI 49548
 Phone: 1(800)542-9941

Sold To:

NOVI, CITY OF(#3889607)
 26300 LEE BEGOLE DR
 ATTN: JOE BELL
 NOVI, MI 48375-1247 US

Bill To:

NOVI, CITY OF(#3889607)
 26300 LEE BEGOLE DR
 ATTN: JOE BELL
 NOVI, MI 48375-1247 US

Ship To:

NOVI, CITY OF(#3889607)
 26300 LEE BEGOLE DR
 ATTN: JOE BELL
 NOVI, MI 48375-1247 US

Created: 9/4/2019

Revision Date: 9/4/2019

Production Time: Varies

Quantity	Part #	Description	Your Unit Price	Your Total Price
1	L365	HP L365 64" Latex Printer *Produce sharp consistent, repeatable image quality with high-efficiency curing 6 colors: CMYKcm + Optimizer *Print and deliver in record time with fast warm-up and prints come out completely dry *Healthier printer with HP Latex - no special ventilation required, no hazard warning labels or HAPs, nickel free *HP OMAS precise and accurate motion control of media advance between print swaths *i1 embedded spectrophotometer enables automatic calibration Printer uses HP 831 Inks and printheads. 1-year subscription of FlexiPrint included. Items not included with printer: HP 831 Latex Ink	\$16,995.00	\$16,995.00
1	HP-SPR	HP Sponsored Printer Rebate - \$3,000.00 Instant Rebate for a L365. Expires ORDER MUST BE PLACED BY OCT. 31, 2019.	(\$3,000.00)	(\$3,000.00)
1	LATEX BUNDLE	Bundle of HP 831 Ink (C,M,Y,K,LM,LC,Optimizer) *Ships separate from printer. *This is the initial set of ink and is required for printer set-up.	\$980.00	\$980.00
1	HP-S831R	HP Sponsored 831 Ink \$980 Rebate *Rebate applies to Part # LATEX BUNDLE only	(\$980.00)	(\$980.00)
1	HPF0M64A	HP LATEX 3XO EDGE HOLDERS- needed to print on reflective sheeting.	\$175.00	\$175.00
1	FC8600-130	GRAPHTEC 54" PLOTTER W/ ETHERNET KIT	\$4,895.00	\$4,895.00
1	OPH-A22-GA	GRAPHTEC INSTALLED PUSH ROLLER FC8000- needed for cutting reflective material.	\$346.21	\$346.21
1	PHP32-CB15N-1	1.5mm GRAPHTEC BLADEHOLDER (RED TIP)- for reflective sheeting cutting	\$119.19	\$119.19
1	CB15UA-K30-2	1.5mm BLADE W/SPRING 30 DEGREE 2/PACK- for reflective sheeting cutting	\$194.67	\$194.67
1	FLEXIMUTCD	FLEXI MUTCD SOFTWARE- clip art of standard traffic signs	\$1,600.00	\$1,600.00
1	IM3203X-5425-HS	Sample roll of vinyl 54" x 25 yd. for installation and training.	\$0.00	\$0.00



QUOTE# 512861-1

Bryan Koets
E-Mail: bkoets@grimco.com
103 76th Street SW Suite D
Grand Rapids, MI 49548
Phone: 1(800)542-9941

Quantity	Part #	Description	Your Unit Price	Your Total Price
1	GRIMCOBASICIT	Grimco Installed L300 Series-Basic. *Includes installation, setup and training by a Grimco HP certified technician *Color Management and profile writing training is not included. Contact tech support for more information. techsupport@grimco.com	\$295.00	\$295.00
1	GFP355-TH	GFP 355TH 55" TOP HEAT LAMINATOR	\$4,980.04	\$4,980.04
1	OEMUS3MFPC12UOF	FlexiPRINT & CUT 3M	\$1,595.00	\$1,595.00

COMMENTS: All printer deliveries are set up with a Delivery Appointment and Liftgate, first floor only. If your shipment arrives without either of these, please do not accept delivery and contact Grimco Tech Support immediately at 877-283-5579. Inside delivery and special handling not included.

Please go online to grimco.directcapital.com for additional financing options.

OFFER EXPIRES October 31, 2019

- * Price quotations are good for 30 days only and are based on entire quantity/items being purchased at once. Exclusions may apply.
- * All quotes must meet our \$50 order minimum. Custom signs and blanks have a 64 square foot minimum order requirement.
- * Lead times start at date of approval and are subject to change.
- * Prices do not include freight unless otherwise stated. Actual freight costs vary.
- * We reserve the right to over/under ship by 5%, on custom sign and blank orders, over 50 pieces.
- * We accept returns up to 30 days from receipt of merchandise. Restocking fees may apply. Custom and non-stock items are non-returnable.
- * All sign and blank dimensions are listed WxH.
- * Custom PMS color matching may incur additional charges if outside of Grimco standard colors.

Sub Total	\$28,195.11
Tax	\$0.00
Freight	\$0.00
Total	\$28,195.11



Grimco Technical Service Support Plan For Graphtec FC8600 Plotters

<u>Service Provided</u>	<u>Warranty Period</u>
FC8600 Plotters	Graphtec covers parts for 36 months from date plotter is ordered.
FC8600 Phone Support	Grimco's phone support for equipment will be free for 12 months from date of install
Software Support	Grimco's software support will be free for 90 days from date of install

Parts & Phone Support Plan After 12 Months

1. **FC8600 Parts:** Graphtec offers a 36 month limited warranty on parts. Plotter must be registered by end user within 30 days of the purchase date for the 36 month warranty to be activated. The website to register is graphtecamerica.com.
2. **FC8600 Phone Support:** Phone support will be included at no charge for Graphtec Plotters sold by Grimco for the first 12 months. After the first 12 months phone support will be offered at a rate of \$45.00 per Incident. This must be paid in full by credit card at time of call.

Software Plan After 90 Days

3. **Software Support:** All software purchased from Grimco will be supported for the first 90 days after installation at no charge. After the first 90 days, phone support will be offered at a rate of \$45.00 per incident. For information on additional training please contact your Grimco Sales Representative.

*****Grimco reserves the right to deny support to any customer who is not in good standing with Grimco's Accounts Receivable Department and fails to comply with operating instructions and product warranty.*****

Grimco Technical Support 877-283-5579

Initials

Date



Graphtec America, Inc. Limited Warranty For Graphtec FC8600 Plotters

Graphtec America, Inc. (GAI) warrants that Covered Products will be free of defects in workmanship and materials for the Warranty Period. GAI will repair or replace, at GAI's option, any failure of the Covered Products during the Warranty Period without charge to the Eligible Purchaser, except as specified below.

Eligible Purchaser: This warranty is limited to the original purchaser in the United States of America or Canada of a Covered Product for its business use in the United States of America or Canada. This warranty may not be transferred nor is it available to any subsequent purchaser of a Covered Product.

Covered Product: This warranty covers products manufactured by Graphtec Corporation, and its affiliated manufacturers, and distributed by GAI, which are purchased by an Eligible Purchaser from GAI or an authorized GAI reseller for business use in the United States of America or Canada.

Warranty Period: This warranty begins on the date the Covered Product is first purchased for use from GAI or an authorized reseller of GAI. This warranty ends on the 1-year anniversary of the purchase date, except as follows: (I) Warranty coverage for the CS300, CS400, IS200, CS500 and CS600 Series Scanner products end on the 3-year anniversary. (II) Warranty coverage for the FC8600 Series Friction Feed Cutting Pro Plotter products ends on the 3-year anniversary. (III) Warranty coverage for the CE6000 Series Friction Feed Cutting Plotter products ends on the 2-year anniversary of the purchase date. Notwithstanding the above warranty coverage, the friction feed mechanism components such as grit rollers and pinch/push rollers equipped on the FC8600 and CE6000 Series cutting plotter products, and accessories such as stands, media brackets and external media feed mechanisms, ends on the 1-year anniversary of the purchase date.

Obtaining Repair/Replacement: If you have any claim under this warranty, contact GAI at: 1-800-854-8385, 1251 East Dyer Rd. Ste 110, Santa Ana, CA 92705.

Describe your problem and submit proof of purchase to obtain a "warranty authorization number" as required by GAI. Then deliver the Covered Product to GAI with freight and insurance prepaid using the original shipping container, if available. GAI will return the Covered Product or its replacement to you in the United States of America or Canada via surface freight, with freight and insurance charges prepaid.

What is Not Covered: This warranty does not cover any damage to or failure of Covered Product arising from or related to the following:

- Damage or failure due to shipment, fire, flood or other acts of God.
- Damage to or failure of a Covered Product which has been altered in any manner, or for which the manufacturer's or GAI's identification marks or serial numbers have been removed or altered.
- Damage or failure related to improper installation or maintenance.
- Damage or failure related to neglect, abnormal physical or electrical stress, misuse, abuse, improper operation, or failure to follow the most current instructions published by GAI for proper use of the Covered Product.
- Damage or failure that GAI concludes in its reasonable judgment has been caused by or is related to the use of consumable supplies other than those supplied or specifically recommended by GAI.
- Damage or failure that GAI concludes in its reasonable judgment has been caused by or is related to use of any other hardware, peripheral device or software in connection with the Covered Product.

Initials

Date



Graphtec America, Inc. Limited Warranty For Graphtec FC8600 Plotters Continued

Other Terms: This warranty gives the Eligible Purchaser specific legal rights and you may have other rights, which vary from state to state. No other person may obligate GAI or Graphtec Corporation, and their affiliates, for any liability or obligation with respect to Covered Products beyond the provisions of this warranty.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO A COVERED PRODUCT IS LIMITED IN DURATION TO THE WARRANTY PERIOD UNDER THIS WRITEN WARRANTY. PERFORMANCE OF REPAIRS OR REPLACEMENT OF COVERED PRODUCTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITEN WARRANTY OR ANY IMPLIED WARRANTY. GAI AND GRAPHTEC CORPORATION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITEN OR ANY IMPLIED WARRANTY:

Please see separate warranty statement for consumable items.

"Some states do not allow limitations on how long an implied warranty will last of the exclusion or limitation of incidental or consequential damages. So the above limitations or exclusions may not apply to you. (Contents of this document are subject to revision without notice.)

Service Questions Contact:

Technical Service: (888) 318-3247

8 AM to 4:30 PM

Pacific Standard Time

Initials

Date



Quote # 512861-1

Agreement entered into this 4th of September, 2019, between Grimco, Inc. 11745 Sappington Barracks Road, Sunset Hills, MO 63127 ("Grimco") and NOVI, CITY OF located at 26300 LEE BEGOLE DR, NOVI, MI 48375-1247 ("Customer")

- 1. Grimco Inc. agrees to sell and buyer agrees to purchase the equipment, systems and/or software described in the attached quote transaction document. This order can not be cancelled after proposal is signed.
2. Pricing: The pricing stated on the referenced quote number is valid until the date listed in the quote.
3. Taxes: Buyer will pay all applicable sales tax in accordance with state and local laws.
4. Payment Terms and Conditions for Delivery Only (No install and training offered): Payment in full with order based on quoted price by credit card, check, wire transfer or lease payment before shipment.
5. Payment Terms and Conditions for Installed printers, routers, and flatbed cutters: Customer shall pay the total price on the quote document and payment terms shall be as follows: \$50,000 or less 50% upon order and signed contract with the balance due upon installation of equipment. \$50,000 or over 50% upon order and signed contract with 40% due at shipment of equipment and 10% balance due upon installation of equipment.
6. Default: Customer will be in default under this agreement if remaining balance of installed equipment is not paid within 10 business days of installation.
7. Delivery: Delivery dates are estimates only and are subject to Grimco's suppliers' current lead times.
8. Representations: Customer acknowledges that they have accepted the manufacturers' product specifications in all regards including, but not limited to print speed, print resolution, acceptable materials, and all other areas.
9. Warranty: Grimco does not supply a warranty of any kind for the equipment, software, ink or media you are purchasing.
10. Liability: Grimco is not liable for any loss, damage, claim or ink and media expense arising from use or inability to use the proposed equipment, software or services listed in this equipment proposal.
11. Preparation and Delivery: Preparation of the installation-site will be at the customer's expense and should be in accordance with the manufacturer guidelines.
12. Installation and Acceptance of Equipment/Systems: Equipment installation, testing and training will be performed by Grimco Inc. or the manufacturer if that is stated in the quote.
13. Limited Parts Warranty: The parts warranty period on equipment begins at the date of purchase and runs for the length of time set by the manufacturer.

Grimco Inc. Authorized Signature

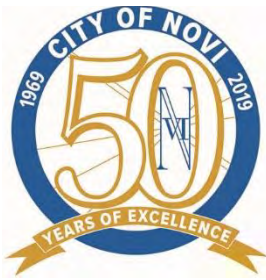
Customer Authorized Signature

Print Name

Print Name

Date

Date



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Pulte Homes of Michigan, for Villas at Stonebrook located north of Eleven Mile Road and east of Wixom Road (parcel 50-22-17-301-085).

SUBMITTING DEPARTMENT: Department of Public Works – Engineering Division

BACKGROUND INFORMATION: Pulte Homes of Michigan, the developer of Villas at Stonebrook, requests approval of the Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) for the storm water management system associated with the project.

The SDFMEA is a Storm Water Management Ordinance requirement and details the responsibilities of the property owner to properly maintain their privately owned on-site storm water system.

The enclosed agreement has been favorably reviewed by the City Engineering Consultant (Spalding DeDecker, September 27, 2019) and the City Attorney (Beth Saarela, April 10, 2019) and is recommended for approval.

RECOMMENDED ACTION: Approval of a Storm Drainage Facility Maintenance Easement Agreement (SDFMEA) from Pulte Homes of Michigan, for Villas at Stonebrook located north of Eleven Mile Road and east of Wixom Road (parcel 50-22-17-301-085).

Villas at Stonebrook SDFMEA

Location Map



Villas at Stonebrook
50-22-17-301-085

Wixom Rd

Stonebrook Dr

Windfall Rd

Rockview Rd

Wixom Rd

Providence Pkwy

Map Author: Kate Richardson
Date: 10/15/2019
Project: Villas at Stonebrook SDFMEA
Version: 1.0

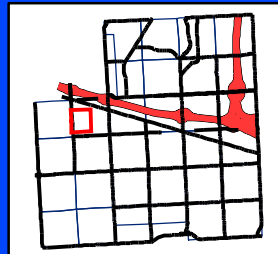
Amended By:
Date:
Department:

MAP INTERPRETATION NOTICE

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

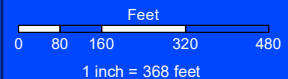
Legend

 Subject Parcel



City of Novi

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



ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 10, 2019

Jeffrey Herczeg, Director of Public Works
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

Re: *Villas at Stonebrook JSP 17-0062*
Storm Drainage Facility Maintenance Easement Agreement

Dear Mr. Herczeg:

We have received and reviewed and enclosed please find the Storm Drainage Facility Maintenance Easement Agreement for storm water drainage facilities serving the Villas at Stonebrook Condominium Development. The Storm Drainage Facility Maintenance Easement **Agreement is in the City's standard format and is acceptable as provided.** Subject to review and **approval of the attached exhibits by the City's Consulting Engineer,** the Agreement appears to be in order and may be placed on an upcoming City Council Agenda for approval. Once approved and executed by the City, the Agreement should be recorded with Oakland County Records by **the City Clerk's Office.**

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Enclosure

Jeffrey Herczeg, Director of Public Works
City of Novi
April 10, 2019
Page 2

C: Cortney Hanson, Clerk (w/Original Enclosure)
Charles Boulard, Community Development Director (w/Enclosure)
Barb McBeth, City Planner (w/Enclosure)
Sri Komaragiri, Planner (w/Enclosure)
Lindsay Bell, Planner (w/Enclosure)
Hannah Smith, Planning Assistant (w/Enclosure)
Sarah Marchioni, Community Development Building Project Coordinator (w/Enclosure)
Angie Sosnowski, Community Development Bond Coordinator (w/Enclosure)
Darcy Rehtien, Construction Engineer (w/Enclosure)
Rebecca Runkel, Engineering Technician (w/Enclosure)
George Melistas, Senior Engineering Manager (w/Enclosure)
Michael Freckelton, Taylor Reynolds & Ted Meadows, Spalding DeDecker (w/Enclosure)
Sue Troutman, **City Clerk's Office (w/Enclosure)**
Alexandra E. Dieck, Esquire (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

**STORM WATER DRAINAGE FACILITY
MAINTENANCE EASEMENT AGREEMENT**

Villas at Stonebrook

THIS STORM WATER DRAINAGE FACILITY MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made this 19 day of March 2019, by and between Pulte Homes of Michigan LLC, a Michigan limited liability company, whose address is 100 Bloomfield Hills Parkway, Suite 150, Bloomfield Hills, Michigan 48304, its successors, assigns or transferees (hereinafter the "Developer"), and the City of Novi, whose address is 45175 W. Ten Mile Road, Novi, MI 48375, and its successors, assigns, or transferees (hereinafter the "City").

R E C I T A T I O N S :

A. Developer is the owner and developer of a certain parcel of land situated in the City of Novi, Oakland County, Michigan, described on the attached and incorporated **Exhibit A** (the "Property"). Developer has received final site plan approval for construction of a residential condominium development on the Property to be known as Villas at Stonebrook (the "Condominium").

B. The Condominium shall contain certain storm water drainage, detention and/or retention facilities for the collection, conveyance, storage, treatment and/or discharge of storm water from the Property in accordance with all approved plans, and all applicable ordinances, laws and regulations.

NOW, THEREFORE, the Developer, or if after the Transitional Control Date as defined in the Condominium Act, the condominium association established to operate and manage the Condominium (the "Association"), hereby covenants and agrees that the Developer or the Association shall, at its own expense, perpetually preserve, maintain, and repair all storm water drainage, detention and retention facilities to insure that the same continues to function as intended. The Developer or Association shall establish a regular and systematic program of maintenance (the "Schedule of Maintenance") for such facilities and areas to insure that the physical condition and intended function of such areas and facilities shall be preserved and maintained. The Schedule of Maintenance and the annual estimated costs for maintenance and repairs are described in the attached **Exhibit B**.

In the event that the Developer or Association shall at any time fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the storm water drainage, detention and retention facilities in reasonable order and condition, the City may serve written notice upon the Developer or Association setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place for a hearing before the City for the purpose of allowing Developer or Association an opportunity to be heard as to why the City should not proceed with the correction of the deficiency or obligation which has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following such hearing, the City shall determine that the obligation has not been fulfilled or failure corrected within the time specified in the notice, as determined by the City in its reasonable discretion, the City shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the City to be appropriate or necessary with respect to the storm water system and related access area, described and depicted in **Exhibit C**, for the purposes described above. The cost and expense of making and financing such actions by the City, including notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in an amount equivalent to twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by Developer or Association within thirty (30) days of a billing to the Developer or Association. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit owner in the Condominium, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer or Association, and, in such event, the Developer or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

The parties hereto make this Agreement on behalf of themselves, their heirs, successors, assigns and transferees, and hereby warrant that they have the authority and capacity to execute this Agreement and bind the Property as described in the terms and conditions of this Agreement.

Invalidation of any of these covenants or conditions by judgment or court order shall not affect the validity of any other provision which shall remain in full force and effect.

This Agreement shall run with the land and be binding upon all owners, their agents, heirs, successors, assigns and transferees.

The Developer's rights and obligations under this Agreement may be transferred to the Association. In the event of a conveyance by Developer to a successor developer, or an assignment to the Association, the foregoing obligations shall be assumed by such transferee or assignee and Developer shall be relieved of such obligations and liabilities under this Agreement.

The Developer and/or Association (if after the Transitional Control Date), its agents, representatives, successors, and assigns shall defend, indemnify, and hold harmless the City and the City's, elected officials, agents and employees, from any and all costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to or arising out of the design, construction, use, inspection, maintenance, repair, or operation (or omissions in such regard) of the storm drainage system which is the subject of this Agreement.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the day and year first above set forth.

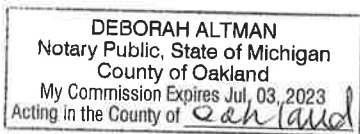
DEVELOPER

Pulte Homes of Michigan LLC, a Michigan limited liability company

By: Paul Schyck
 Paul Schyck
 Its: Director of Land Development

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19 day of March 2019, by Paul Schyck, the Director of Land Development of Pulte Homes of Michigan LLC, a Michigan limited liability company.



Deborah Altman
 Deborah Altman, Notary Public
 Oakland County, Michigan
 Acting in Oakland County, Michigan
 My Commission Expires: July 3, 2023

[signatures continue on following page]

CITY

City of Novi, a Michigan municipal corporation

By: _____

Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2019, by, _____, the _____ of the City of Novi, a Michigan municipal corporation, on behalf of the City.

Notary Public
County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

Drafted by:
Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich, P.C.
27555 Executive Drive, Suite 250
Farmington Hills, MI 4831

And when recorded return to:
Cortney Hanson, City Clerk
City of Novi
45175 W. Ten Mile Rd
Novi, MI 48375

EXHIBIT A TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Legal Description of the Property)

LAND SITUATED IN THE CITY OF NOVI, COUNTY OF OAKLAND, STATE OF MICHIGAN,
DESCRIBED AS FOLLOWS:

PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWN 1 NORTH, RANGE 8 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 17, BEING ALSO THE CENTERLINE OF WIXOM ROAD, 66 FEET WIDE, NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 2010.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 17 AND PROCEEDING THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 117.64 FEET ALONG THE WEST LINE OF SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 770.00 FEET; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 510.00 FEET TO A POINT ON THE EAST AND WEST 1/4 LINE OF SAID SECTION 17; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST 1665.34 FEET ALONG SAID 1/4 LINE; THENCE SOUTH 0 DEGREES 07 MINUTES 10 SECONDS WEST 627.61 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST 2422.44 FEET TO THE POINT OF BEGINNING.

Parcel Nos.: 22-17-300-013

EXHIBIT B TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

(Maintenance Plan)

PERMANENT MAINTENANCE

TO BE PERFORMED BY THE ASSOCIATION

TASKS	COMPONENTS								SCHEDULE	COST
	PAVED AREAS	PERVIOUS AREAS	RIP-RAP/SILT FENCE	STORM DRAINAGE SYSTEM	CATCH BASIN SUMPS	CATCH BASIN INLET COVER	DETENTION/FOREBAY/RISEPS	EMERGENCY OVERFLOW		
INSPECT FOR SEDIMENT ACCUMULATION	X		X	X	X	X	X		SEMI-ANNUALLY/AS NEEDED*	\$100
REMOVAL OF SEDIMENT ACCUMULATION	X		X	X	X	X	X		5-10 YRS/AS NEEDED*	\$500
INSPECT FOR FLOATABLES AND DEBRIS				X	X		X		ANNUALLY	\$100
CLEANING FOR FLOATABLES AND DEBRIS				X	X		X		ANNUALLY	\$150
INSPECTION FOR EROSION		X	X				X	X	SEMI-ANNUALLY	\$100
REESTABLISH PERMANENT VEGETATION ON ERODED SLOPES		X					X	X	AS NEEDED	\$350
MOWING		X					X		AS NEEDED	\$400
INSPECT STRUCTURAL ELEMENTS DURING WET WEATHER AND COMPARE TO AS-BUILT PLANS (BY A PROFESSIONAL ENGINEER REPORTING TO THE ASSOCIATION)			X	X			X	X	ANNUALLY	\$150
MAKE ADJUSTMENTS OR REPLACEMENTS AS DETERMINED BY ANNUAL WET WEATHER INSPECTION			X	X			X	X	AS NEEDED	\$400
KEEP RECORDS OF ALL INSPECTIONS AND MAINTENANCE ACTIVITIES. REPORT TO THE ASSOCIATION.									ANNUALLY	\$100
KEEP RECORDS OF ALL COSTS FOR INSPECTIONS, MAINTENANCE AND REPAIRS. REPORT TO THE ASSOCIATION.									ANNUALLY	\$100
THE ASSOCIATION REVIEWS COST EFFECTIVENESS OF THE PREVENTATIVE MAINTENANCE PROGRAM AND MAKES NECESSARY ADJUSTMENTS									ANNUALLY	
THE ASSOCIATION IS TO HAVE A PROFESSIONAL ENGINEER CARRY OUT EMERGENCY INSPECTIONS UPON IDENTIFICATION OF SEVERE PROBLEMS									AS NEEDED	\$200

ESTIMATED ANNUAL COST \$2650

* REMOVE ALL THE TEMPORARY CONTROLS AFTER GETTING APPROVAL BY THE SOIL EROSION INSPECTOR.

EXHIBIT C TO STORM WATER DRAINAGE FACILITY MAINTENANCE AGREEMENT

Storm Water Drainage Easement

(see attached)

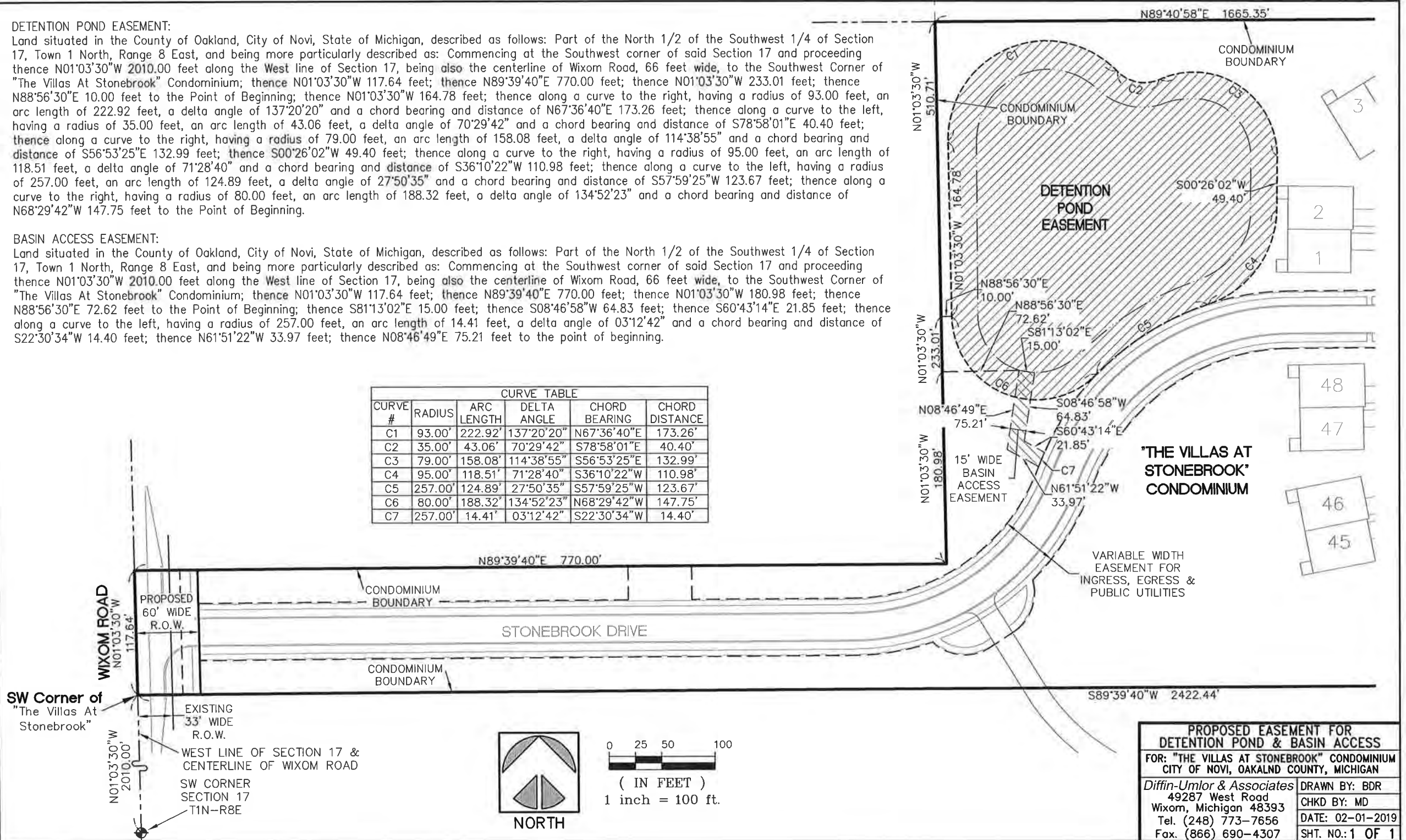
DETENTION POND EASEMENT:

Land situated in the County of Oakland, City of Novi, State of Michigan, described as follows: Part of the North 1/2 of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, and being more particularly described as: Commencing at the Southwest corner of said Section 17 and proceeding thence N01°03'30"W 2010.00 feet along the West line of Section 17, being also the centerline of Wixom Road, 66 feet wide, to the Southwest Corner of "The Villas At Stonebrook" Condominium; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 233.01 feet; thence N88°56'30"E 10.00 feet to the Point of Beginning; thence N01°03'30"W 164.78 feet; thence along a curve to the right, having a radius of 93.00 feet, an arc length of 222.92 feet, a delta angle of 137°20'20" and a chord bearing and distance of N67°36'40"E 173.26 feet; thence along a curve to the left, having a radius of 35.00 feet, an arc length of 43.06 feet, a delta angle of 70°29'42" and a chord bearing and distance of S78°58'01"E 40.40 feet; thence along a curve to the right, having a radius of 79.00 feet, an arc length of 158.08 feet, a delta angle of 114°38'55" and a chord bearing and distance of S56°53'25"E 132.99 feet; thence S00°26'02"W 49.40 feet; thence along a curve to the right, having a radius of 95.00 feet, an arc length of 118.51 feet, a delta angle of 71°28'40" and a chord bearing and distance of S36°10'22"W 110.98 feet; thence along a curve to the left, having a radius of 257.00 feet, an arc length of 124.89 feet, a delta angle of 27°50'35" and a chord bearing and distance of S57°59'25"W 123.67 feet; thence along a curve to the right, having a radius of 80.00 feet, an arc length of 188.32 feet, a delta angle of 134°52'23" and a chord bearing and distance of N68°29'42"W 147.75 feet to the Point of Beginning.

BASIN ACCESS EASEMENT:

Land situated in the County of Oakland, City of Novi, State of Michigan, described as follows: Part of the North 1/2 of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, and being more particularly described as: Commencing at the Southwest corner of said Section 17 and proceeding thence N01°03'30"W 2010.00 feet along the West line of Section 17, being also the centerline of Wixom Road, 66 feet wide, to the Southwest Corner of "The Villas At Stonebrook" Condominium; thence N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 180.98 feet; thence N88°56'30"E 72.62 feet to the Point of Beginning; thence S81°13'02"E 15.00 feet; thence S08°46'58"W 64.83 feet; thence S60°43'14"E 21.85 feet; thence along a curve to the left, having a radius of 257.00 feet, an arc length of 14.41 feet, a delta angle of 03°12'42" and a chord bearing and distance of S22°30'34"W 14.40 feet; thence N61°51'22"W 33.97 feet; thence N08°46'49"E 75.21 feet to the point of beginning.

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	93.00'	222.92'	137°20'20"	N67°36'40"E	173.26'
C2	35.00'	43.06'	70°29'42"	S78°58'01"E	40.40'
C3	79.00'	158.08'	114°38'55"	S56°53'25"E	132.99'
C4	95.00'	118.51'	71°28'40"	S36°10'22"W	110.98'
C5	257.00'	124.89'	27°50'35"	S57°59'25"W	123.67'
C6	80.00'	188.32'	134°52'23"	N68°29'42"W	147.75'
C7	257.00'	14.41'	03°12'42"	S22°30'34"W	14.40'



PROPOSED EASEMENT FOR DETENTION POND & BASIN ACCESS	
FOR: "THE VILLAS AT STONEBROOK" CONDOMINIUM CITY OF NOVI, OAKALND COUNTY, MICHIGAN	
Diffin-Umlor & Associates 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: MD DATE: 02-01-2019 SHT. NO.: 1 OF 1

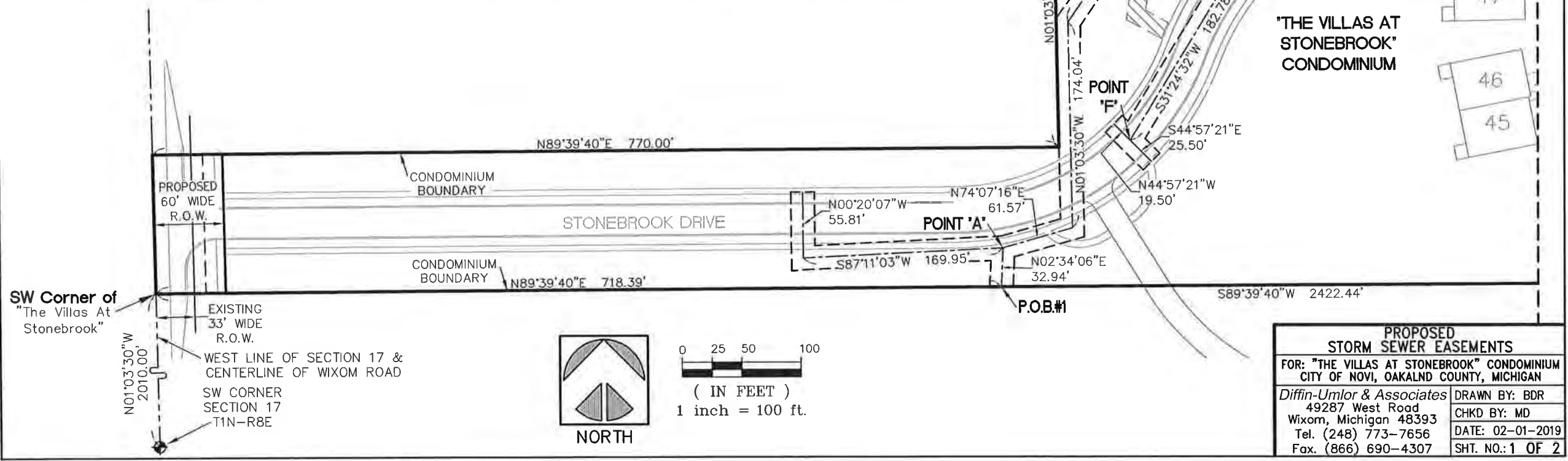
CENTERLINE DESCRIPTION OF 20' WIDE STORM SEWER EASEMENT:

Land situated in the County of Oakland, City of Novi, State of Michigan, described as follows: Part of the North 1/2 of the Southwest 1/4 of Section 17, Town 1 North, Range 8 East, and being more particularly described as: Commencing at the Southwest corner of said Section 17 and proceeding thence N01°03'30"W 2010.00 feet along the West line of Section 17, being also the centerline of Wixom Road, 66 feet wide, to the Southwest Corner of "The Villas At Stonebrook" Condominium; thence:

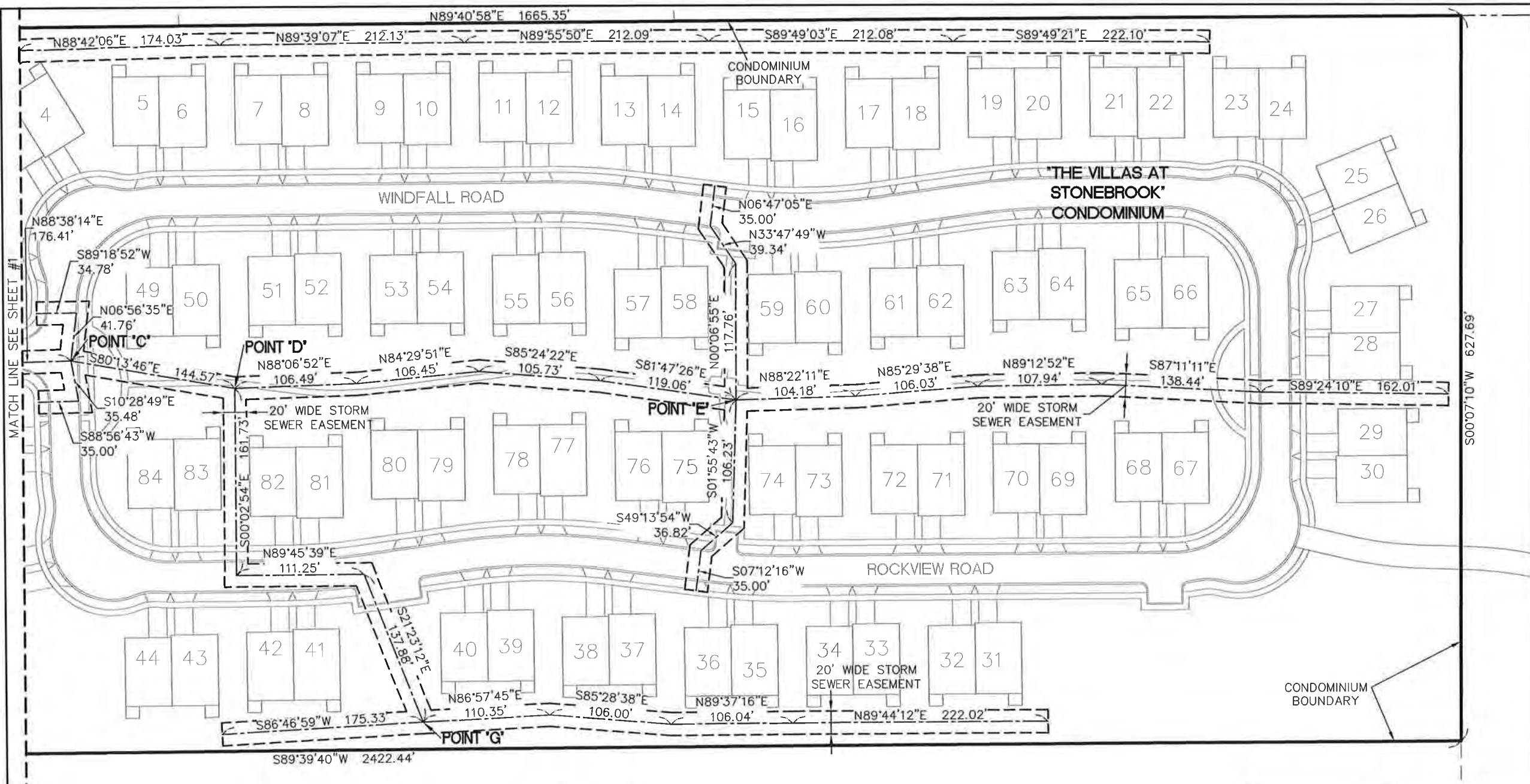
PART 1: from said Southwest corner of "The Villas At Stonebrook"; thence N89°39'40"E 718.39 feet to the Point of Beginning; thence N02°34'06"E 32.94 feet to Point "A"; thence thence N74°07'16"E 61.57 feet; thence N01°03'30"W 174.04 feet; thence N34°59'20"E 135.56 feet to a Point of Ending; thence from said Point "A", S87°11'03" W 169.95 feet; thence N00°20'07"W 55.81 feet to a Point of Ending.

PART 2: from said Southwest corner of "The Villas At Stonebrook"; thence continuing N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 291.92 feet; thence N88°56'30"E 230.35 feet to the Point of Beginning; thence S31°49'13"E 88.99 feet to Point "B"; thence N88°38'14"E 176.41 feet to Point "C"; thence S80°13'46"E 144.57 feet to Point "D"; thence N88°06'52"E 106.49 feet; thence N84°29'51"E 106.45 feet; thence S85°24'22"E 105.73 feet; thence S81°47'26"E 119.06 feet to Point "E"; thence N88°22'11"E 104.18 feet; thence N85°29'38"E 106.03 feet; thence N89°12'52"E 107.94 feet; thence S87°11'11"E 138.44 feet; thence S89°24'10"E 162.01 feet to a Point of Ending; thence from said Point "B", S88°38'14"W 12.60 feet; thence S60°35'30"W 118.62 feet; thence S31°24'32"W 182.78 feet to Point "F"; thence S44°57'21"E 25.50 feet to a Point of Ending; thence from said Point "F", N44°57'21"W 19.50 feet to a Point of Ending; thence from said Point "C", S10°28'49"E 35.48 feet; thence S88°56'43"W 35.00 feet to a Point of Ending; thence from said Point "C", N06°56'35"E 41.76 feet; thence S89°18'52"W 34.78 feet to a Point of Ending; thence from said Point "D", S00°02'54"E 161.73 feet; thence N89°45'39"E 111.25 feet; thence S21°23'12"E 137.88 feet to Point "G"; thence N86°57'45"E 110.35 feet; thence S85°28'38"E 106.00 feet; thence N89°37'16"E 106.04 feet; thence N89°44'12"E 222.02 feet to a Point of Ending; thence from said Point "E", S01°55'43"W 106.23 feet; thence S49°13'54"W 36.82 feet; thence S07°12'16"W 35.00 feet to a Point of Ending; thence from said Point "E", N00°06'55"E 117.76 feet; thence N33°47'49"W 39.34 feet; thence N06°47'05"E 35.00 feet to a Point of Ending; thence from said Point "G", S86°46'59"W 175.33 feet to a Point of Ending.

PART 3: from said Southwest corner of "The Villas At Stonebrook"; thence continuing N01°03'30"W 117.64 feet; thence N89°39'40"E 770.00 feet; thence N01°03'30"W 383.56 feet; thence N88°56'30"E 241.63 feet to the Point of Beginning; thence N58°28'58"E 201.03 feet; thence N88°42'06"E 174.03 feet; thence N89°39'07"E 212.13 feet; thence N89°55'50"E 212.09 feet; thence S89°49'03"E 212.08 feet; thence S89°49'21"E 222.10 feet to the final Point of Ending.

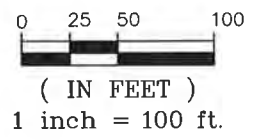


PROPOSED STORM SEWER EASEMENTS	
FOR: "THE VILLAS AT STONEBROOK" CONDOMINIUM CITY OF NOVI, OAKALND COUNTY, MICHIGAN	
Diffin-Umlor & Associates 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: MD DATE: 02-01-2019 SHT. NO.: 1 OF 2



MATCH LINE SEE SHEET #1

MATCH LINE SEE SHEET #2



PROPOSED STORM SEWER EASEMENTS	
FOR: "THE VILLAS AT STONEBROOK" CONDOMINIUM CITY OF NOVI, OAKLAND COUNTY, MICHIGAN	
Diffin-Umlor & Associates 49287 West Road Wixom, Michigan 48393 Tel. (248) 773-7656 Fax. (866) 690-4307	DRAWN BY: BDR CHKD BY: MD DATE: 02-01-2019 SHT. NO.: 2 OF 2

September 27, 2019

Jeff Herczeg
City of Novi
26300 Lee BeGole Drive
Novi, Michigan 48375

Re: Villas at Stonebrook - Acceptance Documents Review
Novi # JSP17-0062
SDA Job No. NV18-216

FINAL DOCUMENT REQUIRED FOLLOWING CONSTRUCTION

Dear Mr. Herczeg:

We have reviewed the Acceptance Document Package received by our office on September 16, 2019 against the Construction Field Records and offer the following comments:

Final Acceptance Documents

The following items must be provided prior to the issuance of a Temporary Certificate of Occupancy. All documents must be completed using black ink as the County will reject them otherwise.

1. On-Site Water System Easement – (unexecuted: exhibit dated 1/23/19) – Legal Description Approved.
2. Public Access Easement (Site Entrance) – (unexecuted: exhibit dated 6/5/19) – Legal Description Approved.
3. On-Site Sanitary Sewer Easement – (unexecuted: exhibit dated 1/23/19) – Legal Description Approved.
4. Storm Drainage Facility / Maintenance Easement Agreement – Exhibits A, B, & C Approved.
5. **Warranty Deed for Road Right-of-Way** – (executed 9/17/2019) – R.O.W. Legal Description Approved. Include the parent property legal description with R.O.W. Dedication exhibits.
REVISIONS REQUIRED
6. Bills of Sale: Sanitary Sewer System and Water Supply System – SUPPLIED – APPROVED.
7. Full Unconditional Waivers of Lien from contractors installing public utilities – (executed 9-13-19) - PROVIDED
8. **Sworn Statement signed by Developer - NOT SUPPLIED - REQUIRED**

Unless otherwise stated above, the documents as submitted were found to be acceptable by our office pending review by the City Attorney. Legal review will not occur until a current title policy is submitted to the City. For those documents which require revisions, please forward those revised documents to the City for further review and approval.

The City Attorney's Office will retain the original documents in their files until such time as they are approved and ready (notarized and executed properly) for the Mayor's signature.

It should be noted that the Plan Review Center Report dated November 7, 2018 contains all documentation requirements necessary prior to construction and occupancy of the facility.

If you have any questions regarding this matter, please contact this office at your convenience.

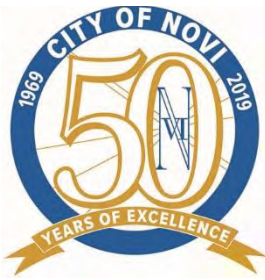
Sincerely,

SPALDING DEDECKER



Taylor E. Reynolds, PE
Senior Project Engineer

Cc (via Email): Victor Boron, City of Novi
 Courtney Hanson, City of Novi
 Madeleine Kopko, City of Novi
 Sarah Marchioni, City of Novi
 Ted Meadows, Spalding DeDecker
 Kate Richardson, City of Novi
 Beth Saarela, Johnson, Rosati, Schultz, Joppich
 Angie Sosnowski, City of Novi



CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019

SUBJECT: Final approval of the request of Cambridge of Novi, LLC for the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52, Terra, formerly known as Villa D'Este, associated with Zoning Map Amendment 18.718. The applicant proposed a 41-unit single-family ranch housing development on approximately 30.14 acres on the north side of Nine Mile Road, east of Napier Road. The current amendment is requested to allow greater flexibility for construction of individual homes, to allow alternate pavement material for sidewalks and driveways, and for other minor changes.

SUBMITTING DEPARTMENT: Community Development – Planning Division

BACKGROUND INFORMATION:

The subject property is part of a Planned Rezoning Overlay request for the Terra development, which was approved by the City Council at their September 24, 2018 meeting. The plan proposed a 41-unit single-family ranch style development. The subject property is approximately 30.14-acres and is located east of Napier Road on the north side of Nine Mile Road (Section 29, 30). The current amendment is requested as the applicant is seeking additional deviations for building elements to allow greater flexibility for construction of individual homes, alternate pavement material for sidewalks and driveways, and other minor changes.

The applicant has been considering design alternatives for the homes, including prairie-style architecture that uses low-sloped roof pitches, horizontal architecture, integrated planter bases and larger overhangs. As part of the process, the applicant realized that some of the design elements may not conform to certain Ordinance requirements. The purpose of this amendment is to identify those deviations and include them in an amended Planned Rezoning Overlay Agreement.

The current amendment is not proposing any changes to the site layout, Stormwater management, Wetland impacts, Traffic or Landscaping. The plan is subject to the previous approvals.

Draft PRO Agreement:

The following is a summary of primary deviations/conditions that are included in the draft PRO agreement with additional details:

1. The current plan proposes to use exposed aggregate as surface material for the residential driveways and the sidewalks within the development boundaries. The private road network Villa Drive and Villa Court are still proposed to be constructed in asphalt.
2. The applicant is proposing wing walls that could be attached or detached.
3. No more than three (3) regulated woodland trees may be removed from the accessory unit boundary to accommodate the construction or installation of a pool or other accessory use.
4. For Unit 7 through 36, covered decks shall be allowed to extend up to fifteen (15) feet into the "Accessory Unit Boundary" from the rear façade.
5. A minimum of fifteen (15) feet shall be maintained between two buildings, with the exception of roof overhangs and wing walls as noted below:
 - a. A minimum of nine (9) feet shall be maintained between the roof overhangs between two buildings at the fascia.
 - b. A maximum of 4.5 feet of on-ground projection shall be allowed as shown on the "wing wall/planter projection area" exhibit.
6. The compensating cut areas in the approved PRO Agreement shall be updated to be consistent with MDEGLE permit approval dated April 9, 2019.
7. The ITC Comfort Station shall be completed within 6 months from the substantial completion date of the ITC trail along the subject property's frontage.
8. The Developer shall be permitted to combine two units into a larger unit, thereby reducing the number of total units within the subdivision.
9. Engineering deviation from Section 7.4.2(d) of the Engineering Design Manual to allow exposed aggregate as an alternate material for sidewalk pavement in lieu of concrete for the entire development.
10. All homes within the development shall be designed and built in the Prairie-style architecture, subject to the following conditions:
 - a. All homes shall have elements of prairie style architecture with large overhangs, horizontal lines, and low-sloped roofs.
 - b. All facades shall be brick or stone or siding or a combination. Vinyl siding is not allowed.
 - c. Where wood siding is the predominant material, it shall be a wood toned color.
 - d. All elevations are subject to minor deviations as approved by the City's façade consultant at the time of building permit review.

Previous review of proposed amendments

On August 28, 2019, the Planning Commission considered the PRO Concept Plan for the requested First Amendment to the PRO Agreement, and recommended approval to the City Council.

On September 23, 2019, the City Council tentatively approved the Planned Rezoning Overlay Concept plan and directed the City's Attorney's office to prepare the draft PRO agreement for Council consideration subject to additional deviations and conditions.

Ordinance Deviations Requested

Section 7.13.2.D.i.c(2) permits deviations from the strict interpretation of the Zoning Ordinance within a PRO agreement. These deviations must be accompanied by a finding by City Council that *"each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with the surrounding areas."* Such deviations must be considered by City Council, who will make a finding of whether to include those deviations in a proposed PRO agreement. The proposed PRO agreement would be considered by City Council after tentative approval of the proposed concept plan and rezoning. **The City Council included various deviations as part of the motion granting tentative approval on September 23, 2019, which are now included in the draft PRO Agreement.**

Benefits to the Public under PRO Ordinance

Section 7.13.2.D.ii of the Zoning Ordinance states that the City Council must determine that the proposed PRO rezoning would be in the public interest and the benefits to public of the proposed PRO rezoning would clearly outweigh the detriments. **No additional conditions are offered with this review. The development is subject to conditions of the approved PRO agreement.**

PRO Conditions

The Planned Rezoning Overlay process involves a PRO concept plan and specific PRO conditions in conjunction with a rezoning request. The submittal requirements and the process are codified under the PRO ordinance (Section 7.13.2). Within the process, which is completely voluntary by the applicant, the applicant and City Council can agree on a series of conditions to be included as part of the approval. The applicant is required to submit a conceptual plan and a list of terms that they are willing to include with the PRO agreement. The applicant has submitted a conceptual plan showing the general site layout. **The City Council included various conditions as part of the motion granting tentative approval on September 23, 2019, which are now included in the draft PRO Agreement.**

City Council Action

The City Council is now being asked to consider the actual text of the Planned Rezoning Overlay Agreement and give final approval of the agreement, the PRO Plan and the rezoning. If Council gives final approval of the PRO Concept Plan and PRO Agreement, the applicant will proceed to finalize the submission of the Final Site Plan.

RECOMMENDED ACTION: Final approval of the request of Cambridge of Novi, LLC for the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52, Terra, formerly known as Villa D'Este, associated with Zoning Map Amendment 18.718. This approval is subject to (1) the related Planned Rezoning Overlay (PRO) Agreement, and corresponding PRO Concept Plan, and the findings and PRO Conditions contained therein; and (2) the conditions listed in the staff and consultant review letters. The final form and text of the First Amendment to the PRO Agreement shall be subject to review and approval by the City Manager and City Attorney's office.

This motion is made because:

1. The proposed amendment fulfills one of the goals of the Master Plan for Land Use of maintaining high quality residential neighborhood.
2. Submittal of a Concept Plan and any resulting PRO Agreement, provides assurance to the Planning Commission and to the City Council of the manner in which the property will be developed, and offers benefits that would not be likely to be offered under standard development options.

MAPS
Location
Zoning
Future Land Use
Natural Features

JSP 17-52 TERRA

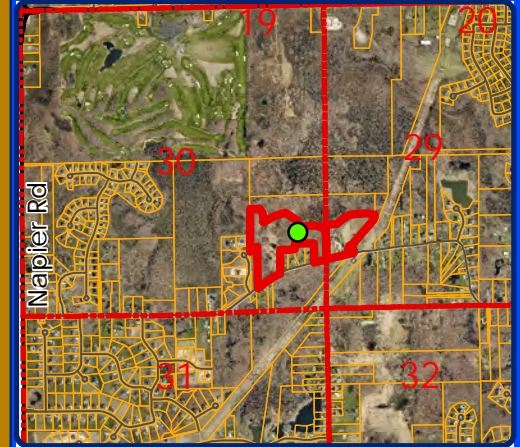
Location



Subject Property

Nine Mile Road

Garfield Road



LEGEND

 Sections



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 08/23/19
Version #: 1



1 inch = 356 feet

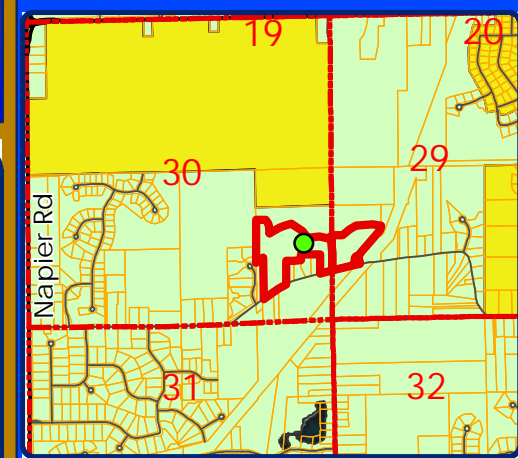
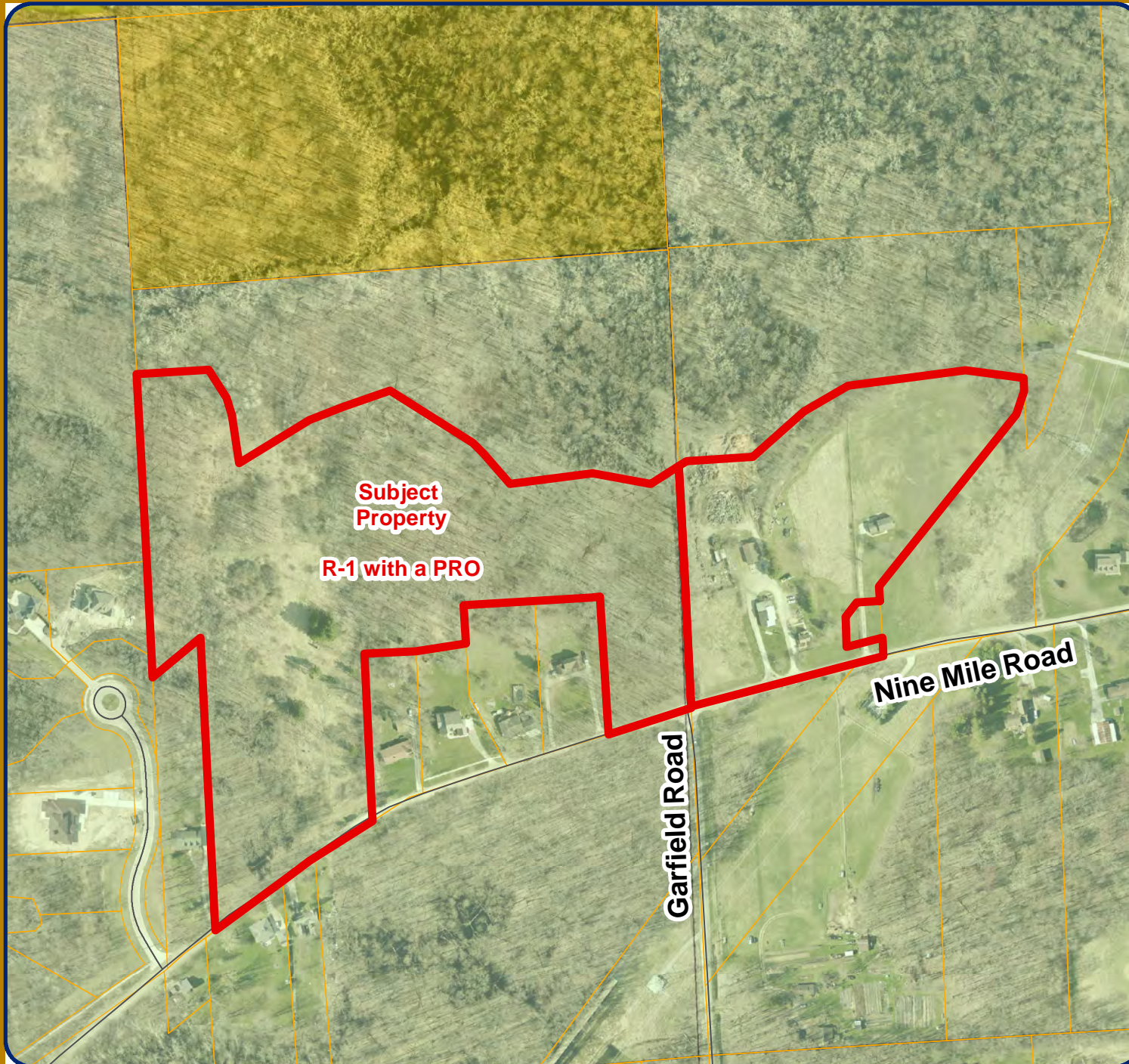


MAP INTERPRETATION NOTICE

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 17-52 TERRA

Zoning




LEGEND

- Sections
- R-A: Residential Acreage
- R-1: One-Family Residential District

 **City of Novi**
Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 08/23/19
Version #: 1

0 75 150 300 450 Feet
1 inch = 356 feet

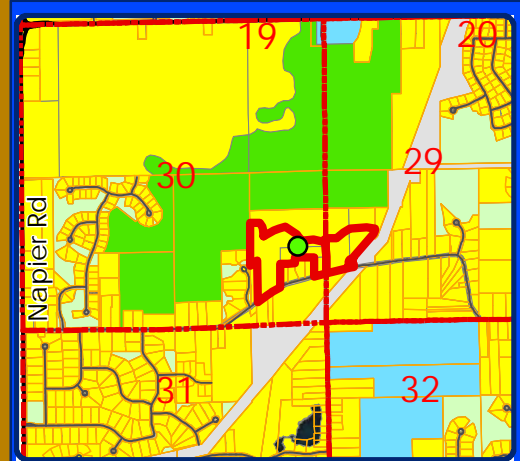
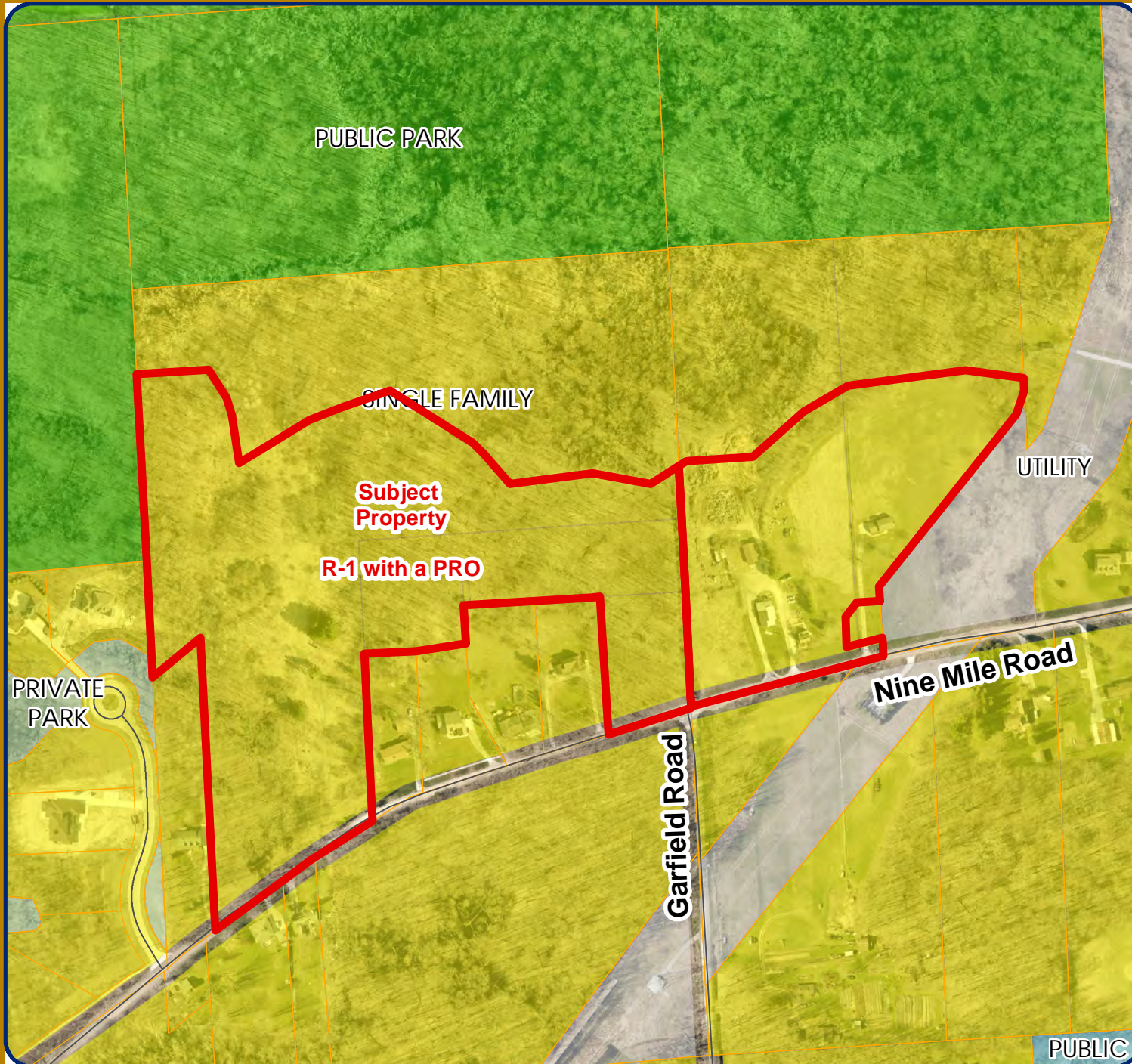


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JSP 17-52 TERRA

Future Land Use



LEGEND

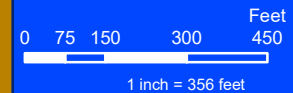
- Sections
- FUTURE LAND USE**
- Single Family
- Public
- Public Park
- Private Park
- Utility



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 08/23/19
Version #: 1



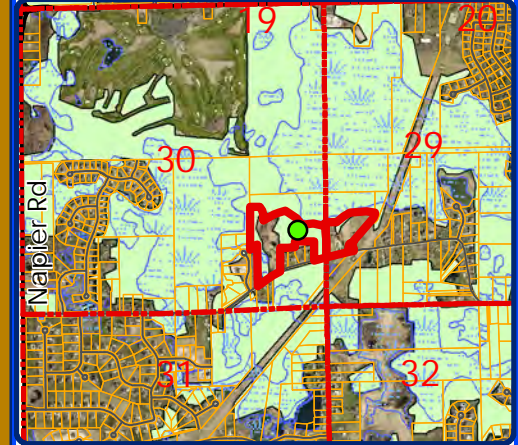
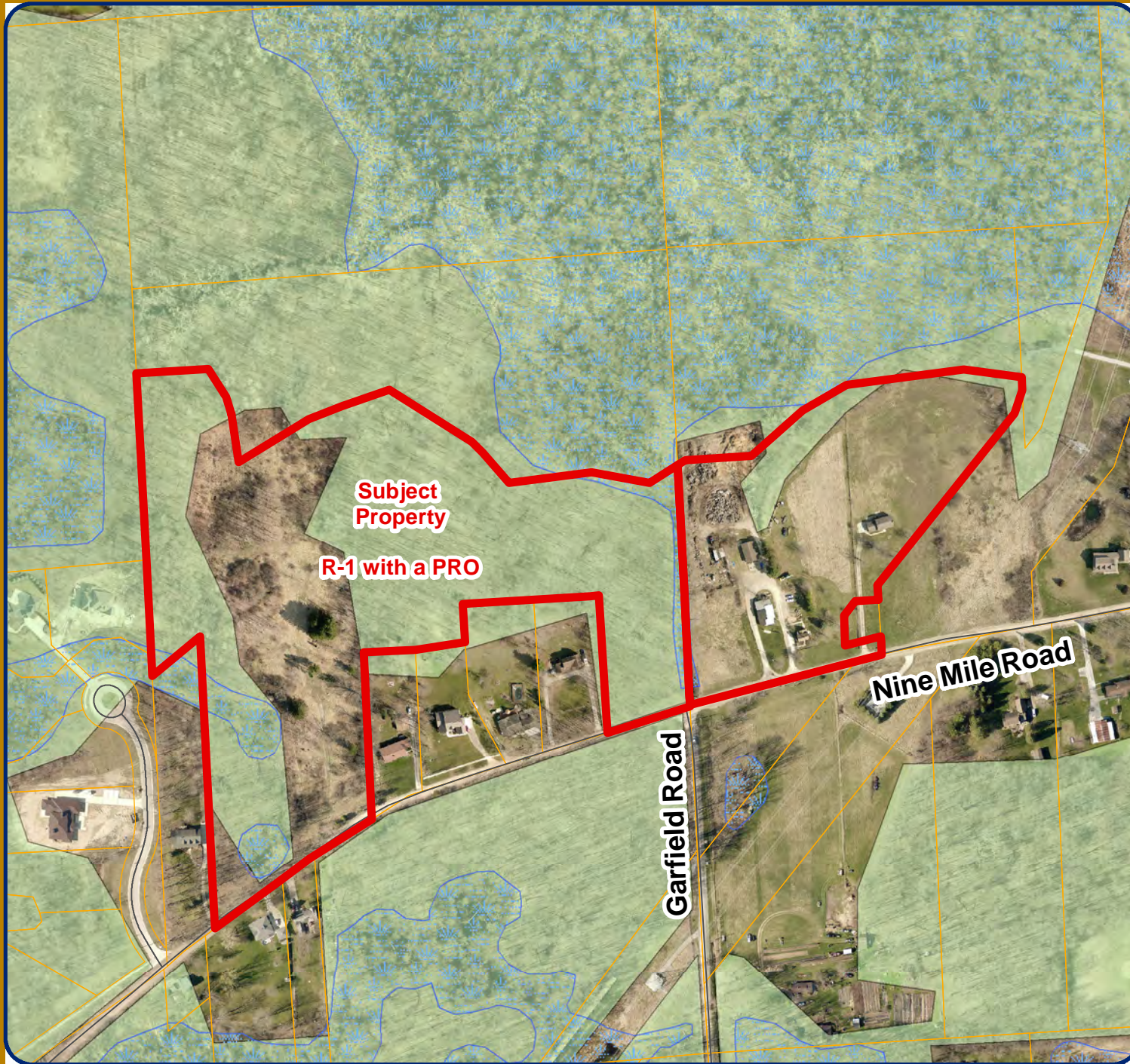
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

PUBLIC

JSP 17-52 TERRA

Natural Features



LEGEND

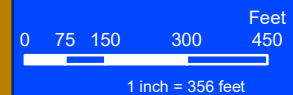
-  Sections
-  WETLANDS
-  WOODLANDS



City of Novi

Dept. of Community Development
City Hall / Civic Center
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Map Author: Sri Komaragiri
Date: 08/23/19
Version #: 1



MAP INTERPRETATION NOTICE

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**DRAFT PRO AGREEMENT
TERRA PRO 1ST AMENDMENT**

FIRST AMENDMENT TO
PLANNED REZONING OVERLAY (PRO) AGREEMENT
(TERRA)

This First Amendment to Planned Rezoning Overlay (PRO) Agreement, TERRA ("Amendment"), made this ____ day of _____, 2019, by and between CAMBRIDGE OF NOVI, L.L.C., a Michigan limited liability company, whose address is 47765 Bellagio Drive, Northville, MI 48167 (referred to as "Developer"), and CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375-3024 (referred to as "City").

RECITATIONS

1. Developer and City are parties to a Planned Rezoning Overlay (PRO) Agreement, TERRA (the "PRO"), dated March 4, 2019 (the date of the last signatory), with respect to certain properties situated in the City of Novi, County of Oakland, State of Michigan, as more particularly described on Exhibit A attached hereto (the "Property").

2. On March 22, 2019, the PRO Agreement was recorded with the Oakland County Register of Deeds at Liber 52674, Page 562.

3. Developer and City desire to amend the PRO Agreement with respect to certain deviations and the establishment of additional conditions and terms.

NOW, THEREFORE, Developer and City agree as follows:

A. The following conditions are added to the PRO Conditions listed in Section V.C following Condition No. 14 on page 5:

15. For Unit 7 through 36, covered decks shall be allowed to extend up to fifteen (15) feet into the "Accessory Unit Boundary" from the rear façade. "Accessory Unit Boundary" refers to the area beginning at the rear unit boundary and is within the sidelines of the unit boundary, and extending twenty-five (25) feet to the rear, as shown on the approved Final Concept Plan made part of the original PRO Agreement.

16. No more than three (3) regulated woodland trees may be removed from the accessory unit boundary to accommodate the construction or installation of a pool or other accessory use. A minimum of fifteen (15) feet shall be maintained between two buildings, with the exception of rough overhangs and wind walls as noted below:

a. A minimum of nine (9) feet shall be maintained between the roof overhangs between two buildings at the facade, as shown in the "overhang projection areas" exhibit on the Revised Concept Plan dated July 25, 2019, attached hereto as Exhibit B, subject to and provided that the house has been designed in the Prairie architectural style, and further

subject to approval by the City's façade consultant at the time of building permit review;

- b. Masonry planters with foundations are allowed in front yard setbacks. They are not allowed in easement areas. A maximum of 4.5 feet of on-ground projection shall be allowed in the sideyard as shown on the "wing wall/planter projection area" exhibit on the Revised Concept Plan dated July 25, 2019, attached as Exhibit B, subject to approval by the City's façade consultant at the time of building permit review.

- 17. The elevations of the homes within the development shall comply with the ordinance requirements and conditions of the original PRO Agreement, subject to any and all limitations set forth in the Master Deed as determined at the time of individual building permit review. More specifically, given the Developer's representations to the City and the deviations granted herein and in the PRO Agreement, the homes within the development shall be designed and built in the Prairie architectural style, subject to the following conditions:

- a. All homes shall have elements of prairie style architecture with large overhangs, horizontal lines, and low-sloped roofs.
- b. All facades shall be brick or stone or siding or a combination. Vinyl siding is not allowed.
- c. Where wood siding is the predominant material, it shall be a wood toned color.
- d. All elevations are subject to minor deviation as approved by the City's façade consultant at the time of building permit review

- 18. The compensating cut periods in the approved PRO Agreement shall be updated to be consistent with MDEGLE permit approval dated April 9, 2019.

- B. The third sentence of Section V.C.1.b on page 4 is amended as follows:

The ITC Comfort Station shall be completed within 6 months from the substantial completion date of the ITC trail along the subject property's frontage

- C. The following deviations are added to the list of deviations in Section 2 of the PRO Agreement, at page 7:

- o. Engineering deviation from Section 7.4.2(d) of the Engineering Design Manual to allow exposed aggregate as an alternate material for sidewalk pavement in lieu of concrete for the entire development.
- p. Planning deviation from Section 3.32.8 to allow for additional encroachment for roof overhangs into the required side yards (a maximum of fifteen (15) feet is allowed per current side yard setbacks, a minimum of nine (9) feet between the roof overhangs at fascia is proposed). This approval shall be subject to the building (and the buildings within the development) being designed in the prairie

architectural style and subject to conditions listed under the PRO Condition numbered 17, a through d.

D. Paragraph 3, on page 7, is amended to add the following sentence:

Notwithstanding the foregoing, the Developer shall be permitted to combine two units into a larger unit, thereby reducing the number of total units within the subdivision. Such combination and reduction shall be reviewed and approved administratively by the Community Development Department as part of plot plan review process.

E. Except as expressly modified by this Agreement, the PRO Agreement remains in full force and effect.

F. This amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. The rights and obligations contained in this amendment shall run with the property.

G. This amendment has been duly authorized by all necessary action of Developer and City.

H. This amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF the undersigned have executed this amendment effective as of the day and year set forth above.

DEVELOPER

CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company

By: Mark F. Guidobono
Its: Member

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing First Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Mark F. Guidobono, member for Cambridge of Novi, LLC, on the _____ day of _____, 2019.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

CITY OF NOVI

By: Robert J. Gatt
Its: Mayor

By: Cortney Hanson
Its: Clerk

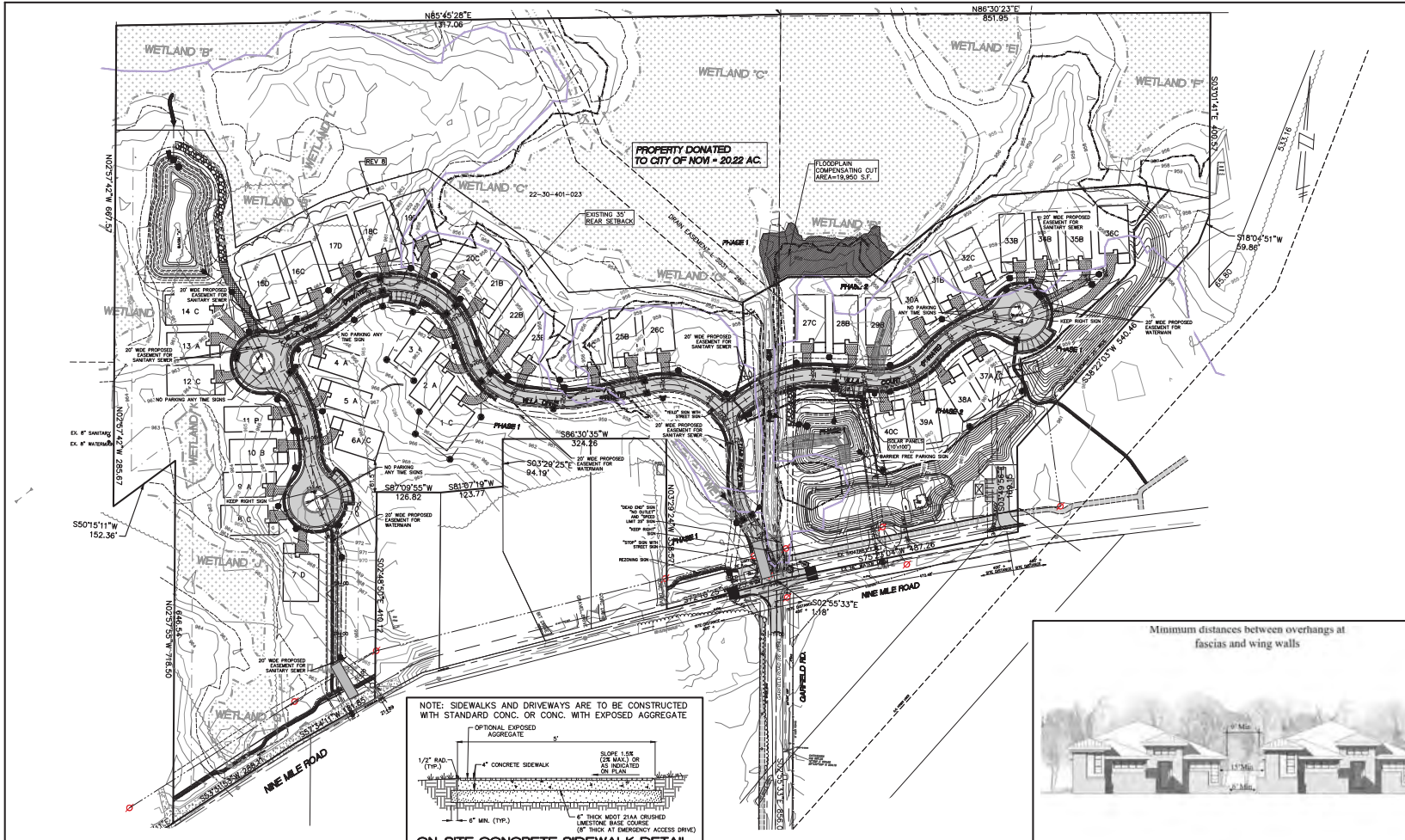
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing First Amendment to Planned Rezoning Overlay (PRO) Agreement was acknowledged before me by Robert J. Gatt, Mayor, and Cortney Hanson, Clerk, of behalf of the City of Novi, on the _____ day of _____, 2019.

Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

PRO CONCEPT PLAN

As revised via e-mail dated 03-07-19



- Phase 1 Construction Activities and Improvements**
- Units 1-26
 - All tree removal within the phase 1 boundary
 - Phase 1 site grading which includes flood plain compensating cut area north of unit 28
 - Construct detention basins A and B
 - All sanitary sewer in phase 1 only
 - All storm sewer in phase 1 which includes detention basin B inlet and outlet pipes.
 - All water mains in phase 1 which includes the water main located in an easement between detention basin B and unit 40 from Nine Mile Road north to Villa Court
 - All landscaping, berms and tree planting within the phase 1 boundary
 - All road paving and sidewalks in phase 1.

- Phase 2 Construction Activities and Improvements**
- Units 27-40
 - All tree removal within the phase 2 boundary
 - All phase 2 site grading
 - All sanitary sewer in phase 2
 - All storm sewer in phase 2
 - All water mains in phase 2
 - All landscaping and tree planting within the phase 2 boundary
 - All road paving and sidewalks in phase 2.

SITE DATA

PROPOSED PLANNED REZONING OVERLAY (PRO)

CURRENT ZONING: "R-A"

ALLOWABLE DENSITY (GROSS) = 0.8 UNITS/ACRE

AREA GROSS = 50.61 ACRES
 PROPOSED NO. OF UNITS = 40
 PROPOSED DENSITY = 40/50.61 = 0.79 UNITS/ACRE

PROPOSED ZONING: "R-1"

ALLOWABLE DENSITY (GROSS) = 1.65 UNITS/ACRE

PROPOSED DENSITY EXCLUDING WETLANDS AND R.O.W.

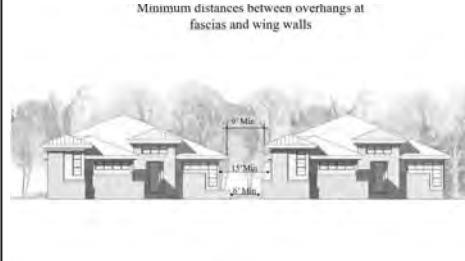
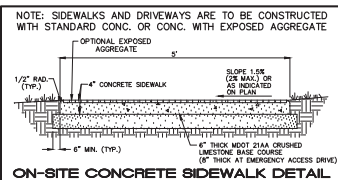
ON-SITE WETLAND AREA = 12.01 AC.
 STATEWAY 9 MILE R.O.W. AREA = 0.96 AC.
 AREA NET = 50.61 - 12.01 - 0.96 = 37.64 AC.
 NET DENSITY (EXCLUDING WETLANDS) = 40/37.70 = 1.06 UNITS/ACRE

PARKING CALCULATIONS

NO. OF PARKING SPACES REQUIRED = 13 SPACES
 NO. OF PARKING SPACES PROVIDED = 33 SPACES

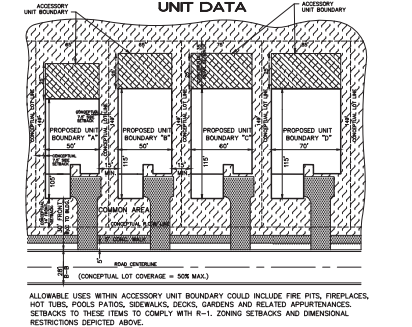
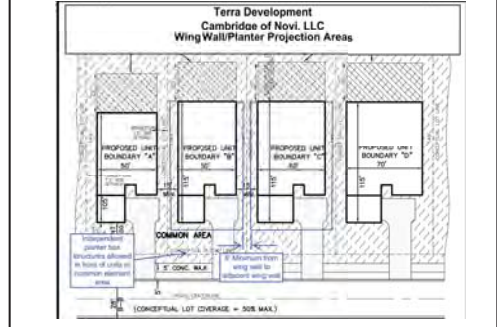
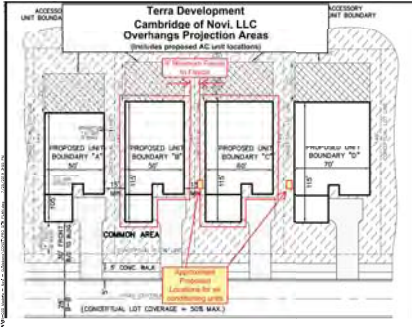
BICYCLE PARKING CALCULATIONS

NO. OF BICYCLE SPACES REQUIRED = 8 SPACES
 NO. OF BICYCLE SPACES PROVIDED = 8 SPACES



LEGEND

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	PAVEMENT (ASPHALT)
[Symbol]	[Symbol]	SIDE WALK (CONCRETE)
[Symbol]	[Symbol]	CONCRETE CURB AND OUTTER
[Symbol]	[Symbol]	STORM SEWER
[Symbol]	[Symbol]	SANITARY SEWER
[Symbol]	[Symbol]	STORM MANHOLE
[Symbol]	[Symbol]	CATCH BASIN W/STREAM GUARD CURB INLET W/SILT SAC
[Symbol]	[Symbol]	STANDPIPE
[Symbol]	[Symbol]	END SECTION GATE VALVE
[Symbol]	[Symbol]	HOBORANT
[Symbol]	[Symbol]	FLOOD PLAN
[Symbol]	[Symbol]	CONTOURS
[Symbol]	[Symbol]	SPOT ELEVATION
[Symbol]	[Symbol]	SURFACE DRAINAGE OVERFLOW ROUTE
[Symbol]	[Symbol]	TREE FENCE
[Symbol]	[Symbol]	SILT FENCE, AND LIMITS OF DISTURBANCE
[Symbol]	[Symbol]	TREE TO REMAIN
[Symbol]	[Symbol]	TREE TO BE REMOVED



- PROPOSED IMPROVEMENTS**
- WOODLANDS PLAN, TREE INVENTORY REMOVAL & REPLACEMENT PLAN ARE PROVIDED WITH THIS SITE PLAN SET.
 - MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO A PROPOSED SANITARY SEWER (BY OTHERS) TO BE LOCATED ALONG THE SOUTH SIDE OF 9 MILE ROAD.
 - MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. WATER MAIN LOCATED ALONG THE NORTH SIDE OF 9 MILE ROAD WITH TWO CONNECTIONS COMPLETING A LOOPED SYSTEM. ALL INTERNAL WATER MAINS TO BE 8" DIA.
 - STORM WATER DETENTION SHALL BE PROVIDED ON SITE.
 - 5" WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF INTERIOR ROADWAYS OR AS SHOWN. ALSO A 10' WIDE ASPHALT WALK SHALL BE CONSTRUCTED ALONG 9 MILE ROAD, EAST OF GARFIELD RD. ALL SIDEWALK STUBS SHALL BE PROVIDED WITH RAMPS/Detectable WARNING SURFACES.
 - ALL ROADWAYS TO BE PRIVATE. CITY OF NOV HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE STREETS CONTAINED WITHIN OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAN.
 - A CITY OF NOV RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK WITHIN ANY PUBLIC ROAD RIGHT-OF-WAY.

TERRA

SECTION 22/30, TOWN 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

NO.	REV.	DATE	UTILITY WARNING
			UNDERGROUND UTILITY LOCATIONS AS SHOWN ON THE PLAN WERE OBTAINED FROM UTILITY OWNER AND NOT FIELD LOCATED.

811 Know what's below. Call before you dig.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF AND/OR RELOCATION OF ALL UTILITIES THAT MAY INTERFERE WITH CONSTRUCTION.

DATE: 07-25-19 (REVISED BY: P.J.L. P.J.L. JOB NUMBER: 19-030 CHECKED BY: P.J.L. P.J.L. PRO SITE PLAN.Dwg)

PRO SITE PLAN

SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MANICENTRE SUITE 10 • NORTHVILLE, MI • 48167
 PHONE: 248.308.3331 EMAIL: info@seiberkeast.com

SHEET 1

ORIGINAL APPROVAL PRO PLAN

WETLAND IMPACT		25' WETLAND BUFFER DISTURBANCE	
REGULATED WETLAND AREA (AC)	WETLAND IMPACT AREA (AC)	REGULATED WETLAND AREA (AC)	WETLAND IMPACT AREA (AC)
A	0.115	0	0
B	1.394	0.05	0.19
C	4.804	0.03	0.10
D	2.916	0	0
E	0.473	0	0
F	1.067	0	0
G	0.349	0	0
H	0.023	0	0
J	0.527	0	0
K	0.158	0	0
L	0.077	0	0
M	0.108	0.01	0.13
TOTAL:	12.011	0.09	0.42

SIGN LEGEND		
SYMBOL	DESCRIPTION	QUANTITY PANEL POST
YIELD SIGN (R1-2)	"YIELD" SIGN (R1-2)	1 1
KEEP RIGHT SIGN (R4-7A)	"KEEP RIGHT" SIGN (R4-7A)	4 4
NO PARKING ANY TIME SIGN (R7-1)	"NO PARKING ANY TIME" SIGN (R7-1)	12 8
75 MPH SPEED LIMIT SIGN (R2-1) (25)	"75 MPH SPEED LIMIT" SIGN (R2-1) (25)	1 1
STREET NAME SIGN (R1-1) (30')	"STREET" SIGN (R1-1) (30')	1 1
STREET NAME SIGN (D3-1)	"STREET NAME" SIGN (D3-1)	3 0
NO OUTLET SIGN (D3-1)	"NO OUTLET" SIGN (D3-1)	1 0

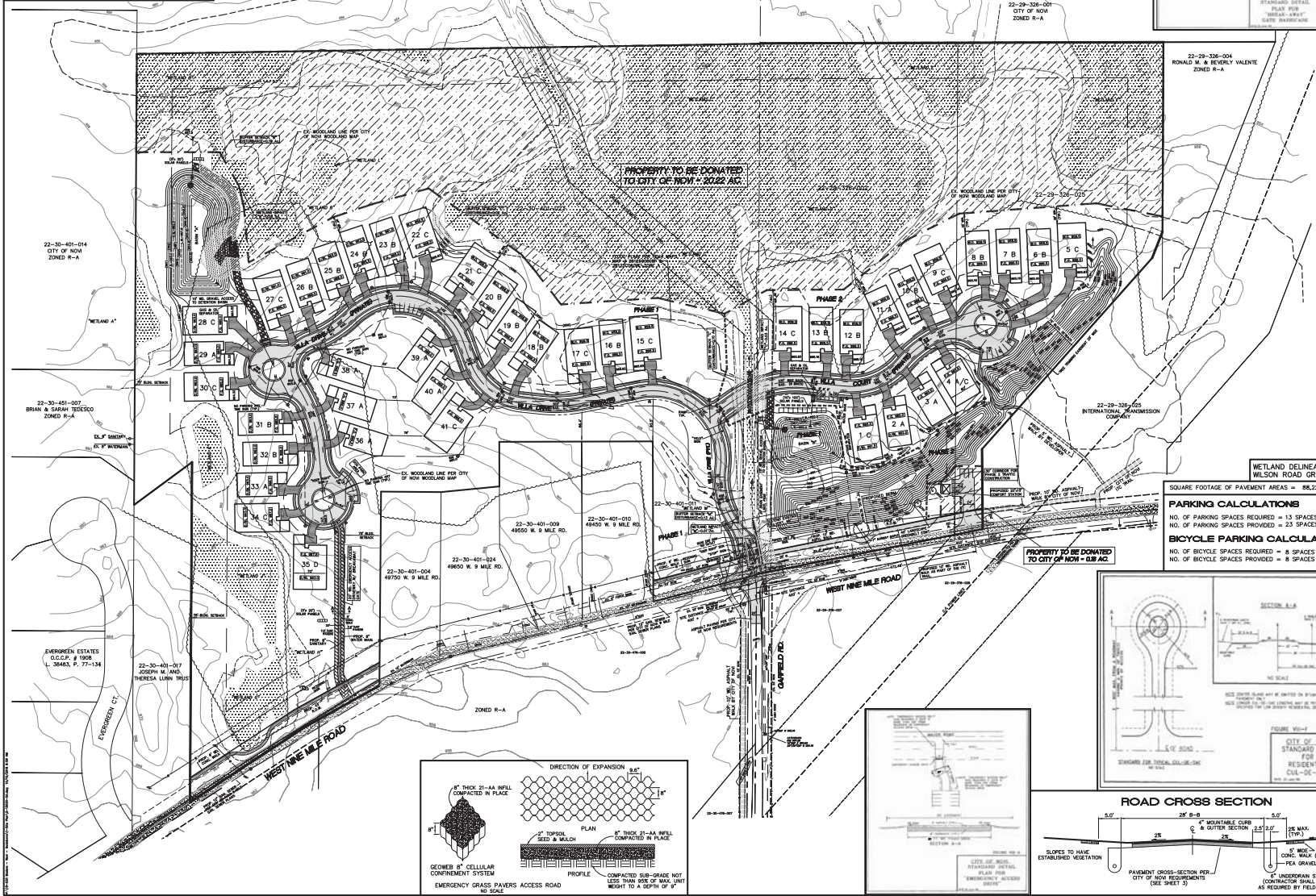
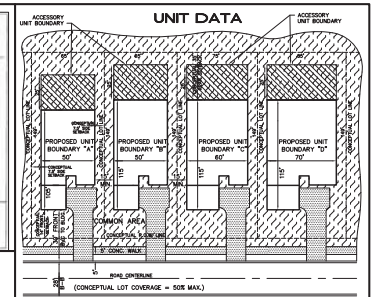
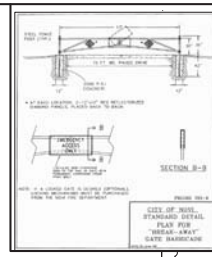
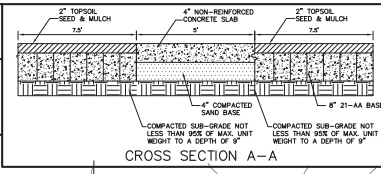
SIGNAGE NOTES

- STREET NAME SIGNS SHOULD BE PLACED ATOP THE INTERIOR YIELD SIGNS AND THE EXISTING STOP SIGNS.
- ALL STREET-NAME SIGNS SHALL COMPLY WITH THE CITY OF NOVI DESIGN STANDARDS.

SCALE

(IN FEET)

Scale: 1 inch = 100 ft.



SITE DATA

PROPOSED PLANNED REZONING OVERLAY (PRO)

CURRENT ZONING: "R-A"

ALLOWABLE DENSITY (GROSS) = 0.8 UNITS/ACRE

AREA GROSS = 50.61 ACRES

PROPOSED NO. OF UNITS = 41

PROPOSED DENSITY = 41/50.61 = 0.81 UNITS/ACRE

PROPOSED ZONING: "R-1"

ALLOWABLE DENSITY (GROSS) = 1.65 UNITS/ACRE

PROPOSED DENSITY EXCLUDING WETLANDS AND R.O.W.

ON-SITE WETLAND AREA = 12.01 AC

STATIONARY 9 MILE RD. R.O.W. AREA = 0.98 AC

AREA NET = 38.61-12.01-0.98 = 25.62 AC

NET DENSITY (EXCLUDING WETLANDS) = 41/27.70 = 1.48 UNITS/ACRE

- PROPOSED IMPROVEMENTS**
- WOODLANDS PLAN, TREE INVENTORY REMOVAL & REPLACEMENT PLAN ARE PROVIDED WITH THIS SITE PLAN SET.
 - MUNICIPAL SEWER TO BE PROVIDED BY CONNECTING TO A PROPOSED SANITARY SEWER (BY OTHERS) TO BE LOCATED ALONG THE SOUTH SIDE OF 9 MILE ROAD.
 - MUNICIPAL WATER TO BE PROVIDED BY CONNECTING TO AN EXIST. WATER MAIN LOCATED ALONG THE NORTH SIDE OF 9 MILE ROAD WITH TWO CONNECTIONS COMPLETING A LOOPED SYSTEM. ALL INTERNAL WATER MAINS TO BE 8" DIA.
 - STORM WATER DETENTION SHALL BE PROVIDED ON SITE.
 - 5' WIDE CONCRETE SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF INTERIOR ROADWAYS AS SHOWN. ALSO A 10' WIDE ASPHALT WALK SHALL BE CONSTRUCTED ALONG 9 MILE ROAD, EAST OF GARFIELD RD. ALL SIDEWALK SURFACES SHALL BE PROVIDED WITH RAMPS & DETECTABLE WARNING SURFACES.
 - ALL ROADWAYS TO BE PRIVATE. CITY OF NOVI HAS NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE STREETS CONTAINED WITHIN, OR PRIVATE STREETS PROVIDING ACCESS TO THE PROPERTY DESCRIBED IN THIS PLAN.
 - A CITY OF NOVI RIGHT-OF-WAY PERMIT IS REQUIRED FOR WORK WITHIN ANY PUBLIC ROAD RIGHT-OF-WAY.

LEGEND

EXISTING	PROPOSED	PAVEMENT (ASPHALT)
---	---	SIDE WALK (CONCRETE)
---	---	CONCRETE CURB AND GUTTER
---	---	STORM SEWER
---	---	SANITARY SEWER
---	---	WATER MAIN
---	---	MANHOLE
---	---	CATCH BASIN W/STREAM GUARD
---	---	CURB INLET W/SILT SAC
---	---	END SECTION
---	---	WITH TWO CONNECTIONS COMPLETING A LOOPED SYSTEM
---	---	HYDRANT
---	---	FLOOD PLAN
---	---	CONTOURS
---	---	1000.00
---	---	1000.00
---	---	SPOT ELEVATION

VILLA D'ESTE

SECTION 20/30, TOWN 1 NORTH, RANGE 8 EAST

CITY OF NOVI, OAKLAND COUNTY, MICHIGAN

DATE: 08-2-17 DESIGNED BY: A.L. FOR NUMBER: 16-000

CHECKED BY: P.L. DRAWING TITLE: 16-000-04

REVISIONS

NO.	ITEM	DATE
1	SUBMIT TO CITY	8-2-17
2	SUBMIT TO CITY	8-9-17
3	SUBMIT TO CITY	10-9-17
4	SUBMIT TO CITY	1-10-18
5	SUBMIT TO CITY	4-10-18
6	SUBMIT TO CITY	8-7-18
7	SUBMIT TO CITY	10-9-18

OVERALL PLAN

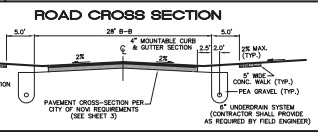
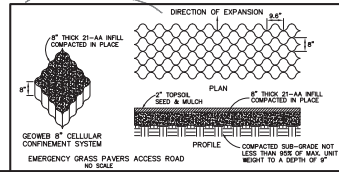
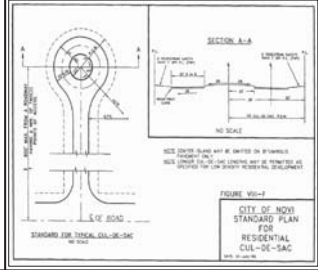
SEIBER, KEAST ENGINEERING, L.L.C.

CONSULTING ENGINEERS

100 MANCOURT SUITE 10 • NORTHVILLE, MI • 48167

PHONE: 248.306.3333 EMAIL: info@seiber-keast.com

SHEET 2



APPLICANT'S LETTER REQUESTING DEVIATIONS

July 26, 2019

Ms. Sri Komaragiri
Ms. Barbara E. McBeth, AICP
City of Novi Planning Commission
45175 Ten Mile Road
Novi, Michigan 48375

Re: Terra Development PRO Amendment items

Dear Ms. Komaragiri and Ms. McBeth:

Please find enclosed, a list of proposed PRO amendment items along with a narrative and supporting documentation for clarification.

We respectfully request that these items be included in the agenda for the next City of Novi Planning Commission Meeting for approval.

In the meantime, should you have any questions or require further clarification, please don't hesitate to contact me at your convenience.

Sincerely,

Rick Corrent
Project Manager
Cambridge Homes, Inc.
(248)-924-4519

**Cambridge of Novi, LLC
Terra Development
PRO Amendment Items Narrative**

PRO Amendment Items:

- 1) Exposed Aggregate on driveways and sidewalks
- 2) Overhangs
- 3) Wing Walls/Planter Boxes attached and detached
- 4) Add 10' to width of Unit 6
- 5) Increase Compensating Cut area to match DEQ approval
- 6) Modify PRO language to increase allowable removal of regulated trees from the accessory unit boundary from 2 to 4

1) Exposed Aggregate on driveways and sidewalks

The homes in Terra are intended to blend into nature. Since the homes will have courtyard entrances, the driveways will be prominent and an integral part of the streetscape and overall look of the development. We're proposing that all driveways and sidewalks within the development be placed with exposed aggregate finish concrete. (See sk-1 attached for examples of exposed aggregate concrete and enclosed site plan for location). Note that the thickness and strength of the exposed aggregate concrete is the same as standard concrete.

2) Overhangs

The architectural style that will be used in Terra is a modern Prairie architecture, synonymous with the architecture of Frank Lloyd Wright. This style of architecture uses low sloped roof pitches, horizontal architecture, integrated planter boxes and larger overhangs. The overhang detail is critical to the style and architecture of the homes in Terra. The homes are planned to be 15' apart at the building walls. We propose that the overhangs on two adjacent homes will no closer than 9' apart from fascia to fascia. See sk-2 and enclosed site plan for detail).

3) Wing Wall/Planter Boxes attached and detached

As noted in item 3 above, the horizontal lines and integrated planter boxes are critical to the architectural style of the modern prairie style homes. We propose to place wing walls and/or planter boxes on some of the homes that will extend from the side of the building walls, including the driveway side of the courtyard garage. In the sideyard area of 2 adjacent homes, these wing walls would be a minimum of 6' apart. We propose that these walls/planter boxes be permitted on the front of the home or garage and also as an independent structure independent of the home, along as they fall outside of an existing easement. (See sk-3a and sk-3b for examples of wing walls and planter boxes and enclosed site plan for detail).

4) Add 10' to width of unit 6

It has been confirmed that increasing the width of unit 6 can be achieved with no impact to the engineering plan, landscape or woodland plan. It also has no impact to the view from the existing home to the south, fronting on 9 mile road (See enclosed site plan for detail).

5) Increase Compensating Cut area to match DEQ approval

The current version of the PRO agreement states that the compensating cut area will not exceed 8,000 sf, however DEQ notes 0.457 acres on the approved permit, which is equivalent to 19,907 sf (See enclosed site plan for detail).

6) Modify PRO language to increase allowable removal of regulated trees from the accessory unit boundary from 2 to 4

To allow the required space for the proper design and layout of pools and other accessory features in the rear yard, we are requesting to increase the allowable number of regulated trees that can be removed from the accessory boundary area per unit from 2 to 4. Reference Part V, section C; paragraph 3 of the PRO agreement.

Note: An administrative change has recently been made to decrease the number of total units from 41 to 40 to allow increased widths for specific units located east of detention basin A. (reduced from 6 units in this area down to 5). We reserve the right at any time to revert back to the previous version of 41 units as an administrative change.

August 21, 2019

Ms. Sri Komaragiri
Ms. Barbara E. McBeth, AICP
City of Novi Planning Commission
45175 Ten Mile Road
Novi, Michigan 48375

Re: Additional item for Terra Development PRO Amendment items – Covered Decks Verbiage

Dear Ms. Komaragiri and Ms. McBeth:

In addition to the previous request for revision of the PRO agreement for Terra, we would like to include the following item to be reviewed for approval:

Add verbiage in Part V, section C; paragraph 3 of the PRO agreement that “covered decks are permitted to be placed in the accessory unit boundary area of units 7 – 36.”

We respectfully request that this item be included in the agenda for Aug. 28, 2019 City of Novi Planning Commission Meeting for approval.

In the meantime, should you have any questions or require further clarification, please don't hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Corrent', with a long horizontal flourish extending to the right.

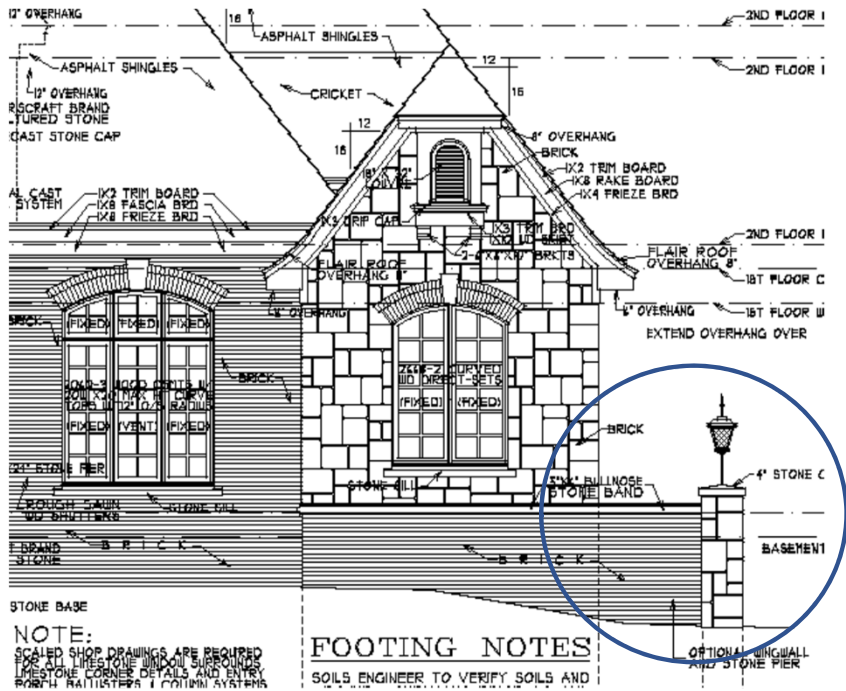
Rick Corrent
Project Manager
Cambridge Homes, Inc.
(248)-924-4519

Exposed Aggregate Examples



Prairie Style Overhang Examples





Wing Wall Examples





Our Story

113

APPROVED PRO AGREEMENT

RECEIVED
OAKLAND COUNTY
REGISTERED

2019 MAR 22 AM 10: 23

39787
LIBER 52474 PAGE 562
CITY OF NOVI
CITY CLERK
03/28/2019 01:58:55 P.M. RECEIPT# 29975
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS
2019 APR 19 A 11: 36

PLANNED REZONING OVERLAY (PRO) AGREEMENT
TERRA

AGREEMENT, by and among **CAMBRIDGE OF NOVI, LLC**, a Michigan limited liability company whose address is 47765 Bellagio Dr., Northville, MI 48167 (referred to as "**Developer**"); and the **CITY OF NOVI**, 45175 Ten Mile Road, Novi, MI 48375-3024 ("**City**").

RECITATIONS:

- I. Developer is the owner and developer of the vacant 50.61 acre property located on the east side of Napier Road and north side of Nine Mile Road, herein known as the "Land" described on **Exhibit A**, attached and incorporated herein.
- II. For purposes of improving and using the Land for a 41-unit residential subdivision at a maximum net density of 1.08 dwelling units per acre, to allow for development with smaller and narrower lots, and a slightly higher density than is permitted in the R-A Classification, Developer petitioned the City for an amendment of the Zoning Ordinance, as amended, so as to reclassify the Land from RA (Residential Acreage) to R-1 (One-Family Residential). The R-A classification shall be referred to as the "**Existing classification**" and R-1 shall be referred to as the "**Proposed Classification**."
- III. The Proposed Classification would provide the Developer with certain material development options not available under the Existing Classification, and would be a distinct and material benefit and advantage to the Developer.
- IV. The City has reviewed and approved the Developer's proposed petition to amend the zoning district classification of the Land from the Existing Classification to the Proposed Classification under the terms of the Planned Rezoning Overlay (PRO) provisions of the City's Zoning Ordinance; has reviewed the Developer's proposed PRO Plan (including building façade, elevations, and design) attached hereto and incorporated herein as **Exhibit B** (the "PRO Plan"), which is a conceptual or illustrative plan for the potential development of the Land under the Proposed Classification, and not an approval to construct the proposed improvements as shown; and has further reviewed the proposed PRO conditions offered or accepted by the Developer and has determined that, the proposed conditions constitute an overall public benefit that outweighs the deviations, and that if the deviations were not granted, the denial would prohibit an enhancement of the development that would be in the public interest, and that approving the deviations would be consistent with the City Master Plan and compatible with the surrounding area

328

OK-AB

V. In proposing the Proposed Classification to the City, Developer has expressed as a firm and unalterable intent that Developer will develop and use the Land in conformance with the following undertakings by Developer, as well as the following forbearances by the Developer (each and every one of such undertakings and forbearances shall together be referred to as the "Undertakings"):

- A. Developer shall develop and use the Land solely for a residential subdivision not to exceed 41 units, at a maximum density of 1.08 dwelling units per acre, to the extent permitted under the Proposed Classification (the "Development"). Units may be combined thereby reducing the overall units permitted to less than 41-units provided that the homes proposed within the combined units are still in scale with the remaining homes and meet with the requirements of applicable City ordinances and the PRO Plan. The Development shall be constructed in two (2) phases in accordance with the Phasing Lines as contained on Exhibit B. Developer shall forbear from developing and/or using the Land in any manner other than as authorized and/or limited by this Agreement.

Developer shall develop the Land in accordance with all applicable laws and regulations, and with all applicable ordinances, including all applicable setback requirements of the Zoning Ordinance as relates to the Proposed Classification, except as expressly authorized herein. The PRO Plan is acknowledged by both the City and Developer to be a conceptual plan for the purpose of depicting the general area contemplated for development. Some deviations from the provisions of the City's ordinances, rules, or regulations are depicted in the PRO Plan are approved by virtue of this Agreement; however, except as to such specific deviations enumerated herein, the Developer's right to develop the 41-unit residential subdivision under the requirements of the Proposed Classification shall be subject to and in accordance with all applications, reviews, approvals, permits, and authorizations required under applicable laws, ordinances, and regulations, including, but not limited to, site plan approval, storm water management plan approval, woodlands and wetlands permits, façade approval, landscape approval, and engineering plan approval, except as expressly provided in this Agreement. Architectural standards shall be as set forth by the Developer in the Master Deed and Bylaws for the Development, and shall be subject to and in accordance with all applicable laws and ordinances; provided, however, that the architectural elevation and facades of the buildings as shown on the plans shall be the minimum standard; any deviations shall result in an equivalent or better products, as determined by the City's façade consultant.

- B. In addition to any other ordinance requirements, Developer shall comply with all applicable ordinances for storm water and soil erosion requirements and measures throughout the site during the design and construction phases, and subsequent use, of the development contemplated in the Proposed Classification.

- C. The following PRO Conditions shall apply to the Land and/or be undertaken by Developer:
1. Owner/Developer shall provide the following Public Improvements in connection with the development of the Land:
 - a. Developer shall donate fee title, in the form of a Warranty Deed, to approximately 20.22 acres of land, as shown in the Concept Plan (the "Park Land"), to Novi for existing park system on or before March 20, 2019. The donation is for the purpose of expanding City parkland in the area of the Development. The Park Land will connect two additional parcels of City parkland. The City shall be permitted to make minor improvements in the area to propose a trail or accessory uses for a trail, and shall be permitted to combine the Park Land with adjacent City park land into a single unified parcel.
 - b. Developer shall construct an approximate .18 acre comfort station area for the ITC Trailhead in accordance with the drawings, attached and incorporated as Exhibit C (the "Comfort Station Improvements"). The Comfort Station shall include, but shall not be limited to parking spaces, a bike repair station and a picnic shelter, as set forth in Exhibit C. The Comfort Station will be constructed with Phase 1 of the Development, and shall be completed no later than six-months from the substantial completion of the ITC Trail adjacent to the subject property. . The Comfort Station shall be conveyed to the City for public ownership, operation, use and maintenance upon completion of the Comfort Station Improvements within 60 days of the completion and inspection of the improvements for consistency with the approved site plan.
 - c. Developer shall contribute to the construction of a portion of the ITC Trail along the north side of Nine Mile Road, in the amount of \$43,834.22, in order to provide for use by and in connection with the Development, as shown in the plans attached and incorporate as Exhibit D. The pathway shall comply with City design and construction standards, with minor modifications to be approved administratively, i.e. to modify the alignment for preservation of existing landscaping trees. Dedication of the Nine Mile Road Right of Way along the entire length of the subject property shall be completed on or before March 20, 2019.
 - d. In the event that the Michigan Department of Environmental Quality or any governmental agency requires Developer to provide a compensating cut for the purpose of creating additional floodplain for the Development, the City shall permit the Developer to create the compensating cut, at Developer's own expense, not to exceed 8,000 square feet in size, in a location mutually agreeable to the Developer and the City, including but not limited to locations within the Park Land described, generally, as N/W of the N/W detention basin and the

wetland, or, alternatively, an area behind units 12-14. In the event that the compensating cut requires additional tree removal, Developer shall be subject to the applicable woodland replacement standards as set forth the City's Woodland Ordinance.

2. The development shall be limited to a density of 1.08 dwelling units per acre with a maximum of 41 units as indicated on the PRO concept plan.
3. The proposed unit boundary, as shown on the approved final Concept Plan (sheet 02), ("Unit Boundary"), shall be considered the maximum allowable footprint. Any accessory uses including but not limited to, fire pits, fire places, hot tubs, pools, patios, sidewalks, landscaping walls, landscaping fences, decks and gardens may be included within the Unit Boundary as shown on the approved final site plan or within the rear yard area ("Accessory Unit Boundary"), which is the area beginning at the rear Unit Boundary and is within the side lines of the Unit Boundary, and extending twenty-five (25) to the rear, as shown on the approved final Concept Plan. Sidewalks and small gardens with no permanent structures may be proposed within the side yards subject to limitations set forth in the Master Deed.

No more than two (2) regulated woodland trees may be removed from the Accessory Unit Boundary to accommodate the construction or installation of any pool, or other accessory use. Removal of trees shall be subject to mitigation measures listed in all applicable ordinances. Additionally, no accessory uses shall be constructed within the regulated Wetland or Wetland Buffers shown in the approved Concept Plan. All accessory uses shall be constructed in accordance will applicable ordinances, laws and regulations.

Limitations on the construction of accessory uses, as set forth herein, shall be included within the Master Deed for the Development and shall be delineated on the Exhibit B, Condominium Subdivision Plan.

4. A minimum of 15 feet shall be maintained between two buildings.
5. A minimum of 30 feet shall be provided between the front façade of each home as measured from the back of the curb.
6. The applicant will work with staff to identify a proper location to connect to ITC trail, beyond the subject property line.
7. Except to the extent that limited clearing is authorized in accordance with an approved Preliminary Site Plan, and all applicable ordinances and regulations, including, but not limited to Section 6.1.4.F of the Zoning Ordinance, within the City's reasonable discretion, and a Hold Harmless Agreement acceptable to the City's Attorney is provided, Construction of

the Development shall not be permitted to begin prior to completion of the City's Nine Mile sanitary sewer extension project, , or alternately, subject to and in accordance with a plan for completion of alternate sanitary sewage disposal facilities, by Developer, at its own expense, which plan shall be reviewed and approved by the City's Engineering Division in accordance with the standards and procedures set forth by City ordinance.

8. Grading requirements for development shall be superseded based on the character of Nine Mile Road.
9. Retention pond shall be completely screened for safety on all four sides and above the typical standards, as determined at the time of Preliminary Site Plan.
10. The City shall confirm that the proposed trailhead agreement will not negate already existing agreements.
11. The portion of asphalt paving on Nine Mile Road shall be constructed in a manner to reduce or eliminate issues of the interface between gravel and asphalt, to be reviewed and approved by City Engineer at the time of Preliminary Site Plan review.
12. The applicant shall conform to Woodland Ordinance requirements at the time of Preliminary Site Plan and Woodland permit review.
13. Minor modifications to the approved Planned Rezoning Overlay Concept Plan (PRO) can be approved administratively, upon determination by the City Planner, that the modifications are minor, do not deviate from the general intent of the approved PRO Concept plan and result in reduced impacts on the surrounding development and existing infrastructure.
14. Developer shall comply with all conditions listed in the staff and consultant review letters.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Upon the Proposed Classification becoming final following entry into this Agreement:
 - a. The Undertakings shall be carried out by Developer on and for the Land;
 - b. Developer shall act in conformance with the Undertakings;
 - c. The Developer shall forbear from acting in a manner inconsistent with the Undertakings; and
 - d. The Developer shall commence and complete all actions necessary to carry out all of the PRO Conditions.

2. The following deviations from the standards of the zoning ordinance are hereby authorized pursuant to §3402.D.1.c of the City's zoning ordinance.
 - a. Planning Deviation from Sec. 3.1.2 of Zoning Ordinance for reduction of the minimum lot size, setbacks, minimum lot frontage and minimum site acreage as shown on the proposed concept plan provided that:
 - i. The proposed unit boundary shown on the concept plan (sheet 02) shall be considered the maximum allowable footprint. Any accessory uses shall be completed in accordance with paragraph V, 1, A, 3.
 - ii. A minimum of 15 feet shall be maintained between two buildings.
 - iii. A minimum of 30 feet shall be provided between the front façade and the back of the curb.
 - iv. Rear setbacks shall be as shown on the Concept Plan, based on the proposed boundary line of land to be donated to the City.
 - b. Façade deviation from Sec 3.7, similar dissimilar ordinance, to replace internal calculation of square footage to a 2200 square foot minimum requirement for this development;
 - c. Landscape deviation from Sec. 5.5.3.B.ii and iii of Zoning Ordinance for lack of berms along the westerly Nine Mile Road frontage and portions of the easterly frontage, due to existing natural features;
 - d. Engineering deviation from Sec. 4.04, Article IV, Appendix C-Subdivision ordinance of City Code of Ordinances for absence of a stub street required at 1,300 feet intervals along the property boundary to provide connection to the adjacent property boundary, due to conflict with existing wetlands;
 - e. Engineering deviation from Chapter 7.4.2.c(1) of Engineering Design manual for reducing the distance between the outside edge of the sidewalk and back of the curb: 15 feet required, 10 feet proposed;
 - f. Engineering deviation for absence of sidewalk along a portion of Villa Drive;
 - g. Engineering deviation for absence of curb and gutter for parking lot and driveway for the proposed comfort station from Sec. 11-239(b)(1),(2)of Novi City Code;
 - h. Traffic deviation for not conforming to minimum required standards as indicated in Figure IX.5 of the City's Code of Ordinances for residential driveway, provided the applicant works with staff to minimize the number of driveways that deviate from the standard at the time of Preliminary Site Plan;
 - i. Traffic deviation from Figure VIII-A in the City Code of Ordinances, for not providing the minimum width for local residential road for Villa Drive , the stretch from the entrance gates to the first intersection (28 feet required, 24 feet provided).

- j. Traffic deviation from Section 7.4.2.c (1) of Engineering Design Manual for not meeting the maximum distance between sidewalk and Right of Way line along Nine Mile. A maximum of 1 foot is required for a small portion where it conflicts with existing wetland area;
 - k. Deviation to allow alternate locations for street tree plantings to avoid conflict with the utility layout along the internal roads;
 - l. Deviation for the location of accessory structures in an alternate location within the common area, as approved by the Planning Commission in accordance with the Preliminary Site Plan in order to allow the use of free standing solar panels as shown on the Revised Concept Plan to provide power to the access gate and outside lighting.
 - m. A traffic deviation for not meeting the minimum required horizontal curve radii for the proposed streets; and
 - n. A landscape deviation for absence of minimum required street trees and green belt trees in areas where there is a conflict with existing natural features;
3. In the event Developer attempts to or proceeds with actions to complete improvement of the Land in any manner other than as 41-unit residential subdivision, as shown on **Exhibit B**, the City shall be authorized to revoke all outstanding building permits and certificates of occupancy issued for such building and use.
4. Developer acknowledges and agrees that the City has not required the Undertakings. The Undertakings have been voluntarily offered by Developer in order to provide an enhanced use and value of the Land, to protect the public safety and welfare, and to induce the City to rezone the Land to the Proposed Classification so as to provide material advantages and development options for the Developer.
5. All of the Undertakings represent actions, improvements, and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of a 41-unit residential subdivision on the Land. The burden of the Undertakings on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the Undertakings.
6. In addition to the provisions in Paragraph 2, above, in the event the Developer, or its respective successors, assigns, and/or transferees proceed with a proposal for, or other pursuit of, development of the Land in a manner which is in material violation of the Undertakings, the City shall, following notice and a reasonable opportunity to cure, have the right and option to take action using the procedure prescribed by law for the amendment of the Master Plan and Zoning Ordinance applicable to the Land to amend the Master Plan and zoning classifications of the Land to a reasonable classification determined appropriate by the City, and neither the Developer nor its respective successors, assigns, and/or transferees, shall have any vested rights in the Proposed Classification and/or use of the Land as permitted under the Proposed Classification, and Developer shall be estopped from


objecting to the rezoning and reclassification to such reasonable classifications based upon the argument that such action represents a “downzoning” or based upon any other argument relating to the approval of the Proposed Classification and use of the Land; provided, this provision shall not preclude Developer from otherwise challenging the reasonableness of such rezoning as applied to the Land.

7. By execution of this Agreement, Developer acknowledges that it has acted in consideration of the City approving the Proposed Classification on the Land, and Developer agrees to be bound by the provisions of this Agreement.
8. After consulting with an attorney, the Developer understands and agrees that this Agreement is authorized by and consistent with all applicable state and federal laws and Constitutions, that the terms of this Agreement are reasonable, that it shall be estopped from taking a contrary position in the future, and, that the City shall be entitled to injunctive relief to prohibit any actions by the Developer inconsistent with the terms of this Agreement.
9. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, successors, assigns and transferees, and an affidavit providing notice of this Agreement may be recorded by either party with the office of the Oakland County Register of Deeds.
10. Except with respect to appeals from the applicable standards of the City’s Sign Ordinance, the Zoning Board of Appeals (ZBA) shall have no jurisdiction over the Property or the application of this Agreement until after site plan approval and construction of the development as approved therein.
11. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.
12. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.
13. This Agreement may be signed in counterparts.

{Signatures begin on following page}

DEVELOPER

CAMBRIDGE OF NOVI, LLC, a Michigan limited liability company

By: 
Mark F. Guidobono Its: Member
Rick Corrent, project manager


STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

Project Manager On this 1 day of March, ~~2018~~ ²⁰¹⁹, before me appeared ~~Mark F. Guidobono,~~ ^{Rick Corrent} Member of Cambridge of Novi, LLC who states that he has signed this document of his own free will duly authorized on behalf of the Fee Developer.

KATHERINE OPPERMANN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 5, 2024
ACTING IN COUNTY OF Oakland


Katherine Oppermann, Notary Public
Oakland County
Acting in _____ County
My commission expires: Sept 5, 2024

CITY OF NOVI

By:

Robert J. Gatt
Robert J. Gatt, Mayor

By:

Cortney Hanson
Cortney Hanson, Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF OAKLAND)

On this 4th day of MARCH, ~~2018~~ ²⁰¹⁹, before me appeared Mayor Robert J. Gatt and Cortney Hanson, who stated that they had signed this document of their own free will on behalf of the City of Novi in their respective official capacities, as stated above.

X Clerk

Marilyn S. Troutman

, Notary Public

County

Acting in _____ County

My commission expires:

Drafted by:

Elizabeth Kudla Saarela
Johnson, Rosati, Schultz & Joppich
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331-5627

When recorded return to:
Cortney Hanson, Clerk
City of Novi
45175 Ten Mile Road
Novi, MI 48375

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2024
ACTING IN COUNTY OF OAKLAND

PLANNING REVIEW



PLAN REVIEW CENTER REPORT

August 21, 2019

Planning Review

Terra

JSP17-52 with Rezoning 18.718

PETITIONER

Cambridge Homes, Inc.

REVIEW TYPE

Amendment to Terra PRO

The project was previously known as Villa D' Este. It received approval from Project Naming Committee for name change to Terra on December 19, 2018

PROPERTY CHARACTERISTICS

Section	29 and 30	
Parcel ID's	50-22-30-401-023, Part of 50-22-30-401-009, 50-22-29-326-002, 50-22-30-401-011 and 50-22-29-326-022	
Site Location	West side of Beck Road, east of Napier Road and north of Nine Mile Road	
Site School District	Northville Community School District	
Existing Zoning	RA, Residential Acreage	
Proposed Zoning	R-1, One-Family Residential	
Adjoining Zoning	North	R-1 One-Family Residential with a RUD agreement
	East	RA, Residential Acreage
	West	RA, Residential Acreage
	South	RA, Residential Acreage
Current Site Use	Undeveloped/Single family homes	
Adjoining Uses	North	Links of Novi/vacant;
	East	Single Family Residences
	West	Single Family Residences
	South	Single Family Residential/Vacant
Site Size	30.41 Acres	
Plan Date	July 25, 2019	

PROJECT SUMMARY

The applicant has received rezoning approval to rezone from RA, Residential Acreage to R-1, and One-Family Residential with a Planned Rezoning Approval. The plan proposed a 41-unit single-family ranch style development. The subject property is approximately 30.14-acres and is located east of Napier Road and on the north side of Nine Mile Road (Section 29, 30). The proposed community is gated. The current amendment is required as the applicant is seeking some additional deviations for building elements to allow greater flexibility for construction of individual homes, alternate pavement material for sidewalks and driveways and other minor changes. No changes to the approved layout are proposed at this time.

All land will be considered as common element to be maintained by the home owner's association. The applicant proposes to add language to deed restrictions that will allow indoor

pools, outdoor hot tubs, fire pits, fireplaces, pizza ovens and grills. The PRO Concept Plan shows two on-site detention ponds in the northwest corner of the site and on the southern side along the entrance to the site. One boulevard access point is proposed off of Nine Mile Road. An emergency access road is proposed off of the proposed cul-de-sac to Nine Mile Road. The development is proposed to be built in two phases.

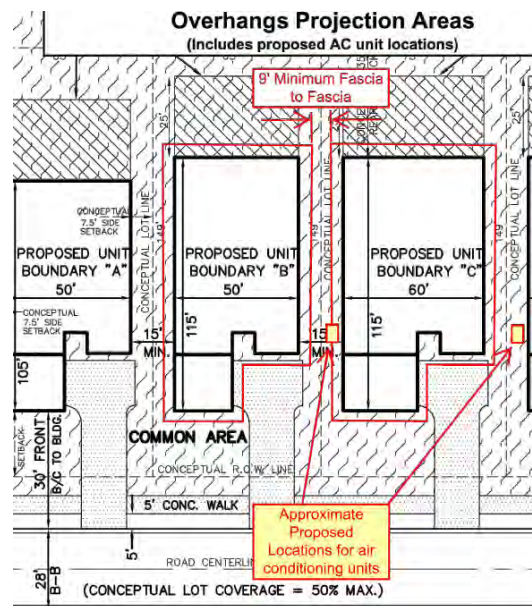
RECOMMENDATION

Approval is recommended for the revised Concept Plan for the 1st Amendment to the Terra (fka Villa D'Este) PRO Concept Plan subject to City Council approval of all the staff supported deviations and conditions listed. The applicant should reconsider the deviations not currently supported by staff.

PROPOSED CHANGES WITH THE CURRENT AMENDMENT

The subject property is part of a Planned Rezoning Overlay request for Terra development, which was approved by City Council at their September 24, 2018 meeting. The applicant has recently started working on design alternatives for the homes. They are considering Prairie architectural style that uses low sloped roof pitches, horizontal architecture, integrated planter bases and larger overhangs. As part of the process, the applicant realized that some of the design elements may not conform to certain Ordinance requirements. The purpose of this amendment is to identify those deviations and request to include them in the approved Planned Rezoning Overlay agreement. Please see below for the list of changes and staff comments:

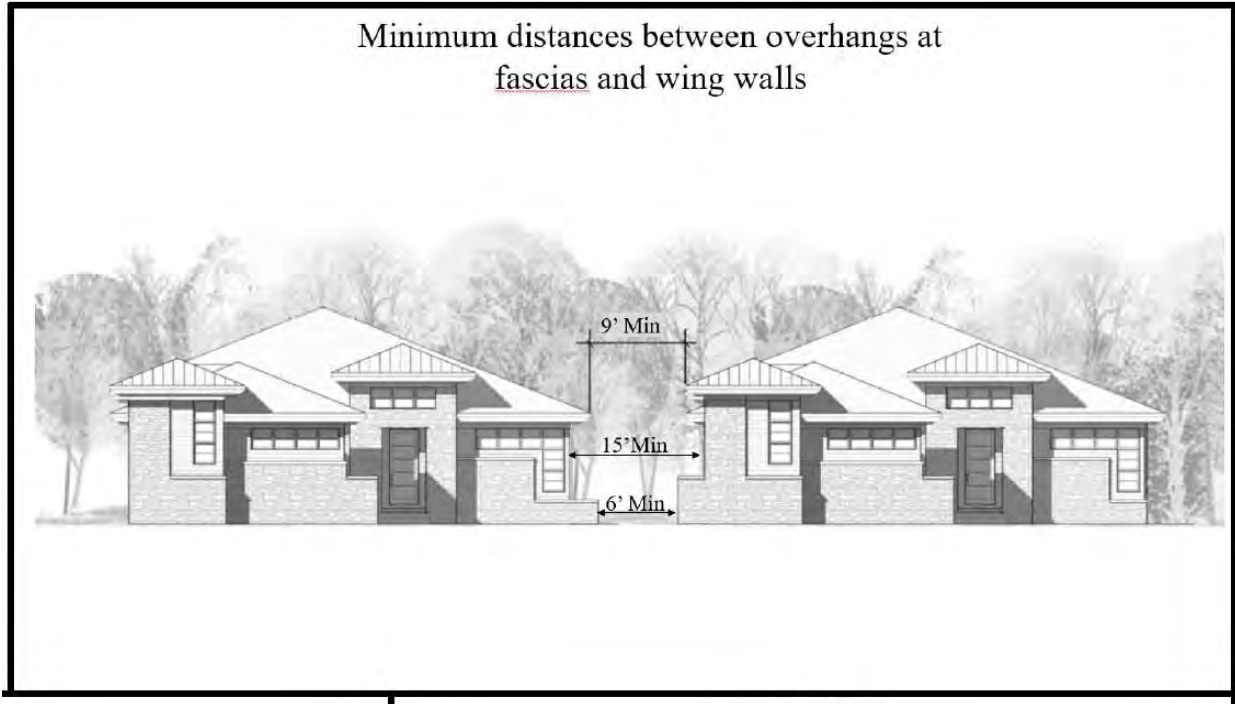
1. The current amendment is not proposing any changes to the Layout, Storm water management, Wetland impacts, Traffic and Landscape. The plan is subject to the previous approvals.
2. **Exposed aggregate on driveways and sidewalks:** The current proposes to use exposed aggregate as surface material for the residential driveways and the sidewalks within the development boundaries. The private road network Villa Drive and Villa Court are still proposed in Asphalt. **Engineering review notes that the proposed aggregate is adequate for the intended use and does not substantially deviate from the performance of the ordinance standard cross-section.**
3. **Overhangs:** The applicant is proposing Prairie architectural style that uses low sloped roof pitches, horizontal architecture, integrated planter bases and larger overhangs. The applicant states that the overhangs are critical to the style and architecture. The approved PRO Concept Plan allows for a minimum of 15 feet setback between buildings. This is not a typical site condominium, so individual setbacks are measure from an imaginary center line, which would result in 7.5 feet of side back for each unit. **As noted in Sec. 3.32.8, a maximum projection of 15 inches of projection is allowed into side yard for a side yard setback of 7.5 feet. The applicant is proposing up to 36 inches of projection with the proposed overhangs. Proposed A/C units should meet the screening and other requirements at the time permit review.**



3.32.8. Projections into Yards.

Architectural features, including gutters, soffits, eaves, cornices, and roof overlaps, but not including vertical projections, may extend or project into a required side yard not more than two (2) inches for each one (1) foot of width of such side yard; and may

extend or project into a required front yard or rear yard not more than three (3) feet. Bay windows, chimneys, cantilevered floors, and other vertical projections of up to ten (10) feet in length, and not occupying more than thirty (30) percent of the length of the wall on which they are located, may project into required side yard not more than two (2) inches for each one (1) foot of width of such side yard (up to a maximum of two (2) feet of projection), and may project into a required front or rear yard not more than three (3) feet.



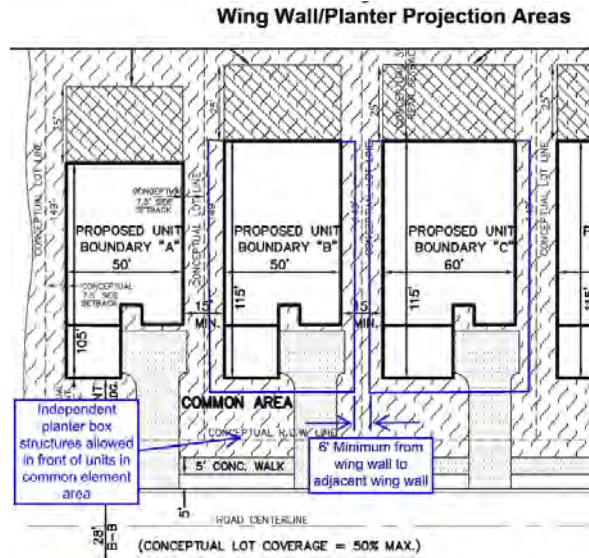
The approved PRO plan did not include enhanced elevations as a public benefit. Therefore, the development is not required to follow a specific design style. Previous approval included a 'façade deviation from Sec 3.7, similar dissimilar ordinance, to replace internal calculation of square footage to a 2200 square foot minimum requirement for this development'. The current proposal did not effect the approved deviation. The elevations will be reviewed for compliance with the Ordinance requirements at the time of individual permits.

The City's façade consultant notes that the proposed overhangs will enhance the design of the buildings and in fact are essential to maintaining the unique appearance of prairie style architecture (see image above). Approval of this revision is recommended. It should be noted that the buildings must comply with the Michigan Residential Code with respect to fire resistance and separation. Each home will be reviewed at the time of Building Permit application for compliance with the Michigan Residential Code as well as the City's Similar-Dissimilar Ordinance. **Staff recommends approval of this deviation subject to our Façade consultant's determination that the proposed building match the Prairie style architectures at the time of building permit review.**

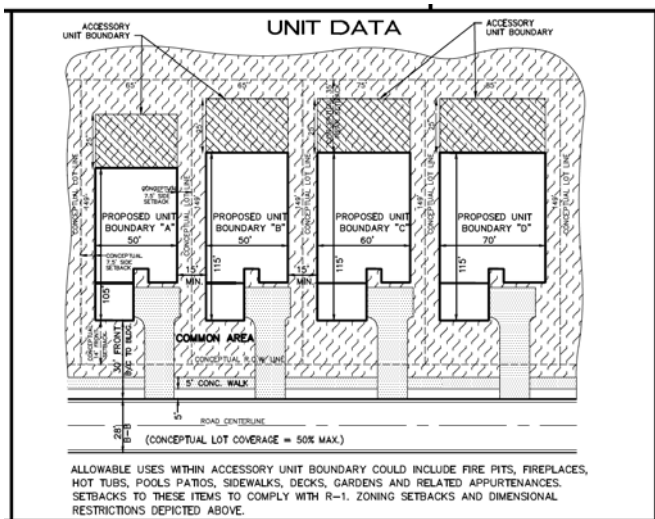
4. **Increasing the compensating cut area to match MDEGLE (fka DEQ) approval:** Staff is unclear about this request. It appears to be a clean up to make the current consistent with MDEGLE approval. **The applicant should provide further clarity on this item.**
5. **Wing Wall/Planter Boxes (attached and detached):** The applicant is also proposing wing walls that could be attached or detached. This would refer to a single straight wall. It is not an enclosure of any sort. Based on the exhibit provided, a maximum of 4.5 feet projection is proposed to occur

anywhere within the blue line in the image to the right. Section 3.32.8 does not apply. The wing walls attached to the building are subject to building setbacks. **Staff recommends that this could be a condition in the PRO agreement, provided the proposed walls are compatible with the building design and Prairie style architectural style as determined by the City's Façade Consultant.**

6. **Additional tree removal from the accessory unit boundary:** The approved PRO agreement refers to the following with regards to allowable development within the Accessory Unit boundary. The applicant is not making changes to the boundary at this time. However, he is proposing two changes (noted in **bold**) that would impact the language as it exists. Refer to this item and item 8 for more details.



*The proposed unit boundary, as shown on the approved final Concept Plan (sheet 02), ("Unit Boundary"), shall be considered the maximum allowable footprint. Any accessory uses including but not limited to, fire pits, fire places, hot tubs, pools, patios, **covered decks and patios**, sidewalks, landscaping walls, landscaping fences, decks and gardens may be included within the Unit Boundary as shown on the approved final site plan or within the rear yard area ("Accessory Unit Boundary"), which is the area beginning at the rear Unit Boundary and is within the side lines of the Unit Boundary, and extending twenty-five (25) to the rear, as shown on the approved final Concept Plan. Sidewalks and small gardens with no permanent structures may be proposed within the side yards subject to limitations set forth in the Master Deed.*



*No more than two ~~(2) regulated woodland trees~~ **(4) regulated woodland trees** may be removed from the Accessory Unit Boundary to accommodate the construction or installation of any pool, or other accessory use. Removal of trees shall be subject to mitigation measures listed in all applicable ordinances. Additionally, no accessory uses shall be constructed within the regulated Wetland or Wetland Buffers shown in the approved Concept Plan. All accessory uses shall be constructed in accordance will applicable ordinances, laws and regulations.*

The current plan proposed a total of 552 trees to be removed for both phases resulting in a total of 728 replacement trees. The applicant

proposed to plant a majority of replacement trees along the proposed berm along Nine Mile Road and ITC Corridor and the rest around the site. A total of 42 woodland replacement trees are proposed to be planted on the property that was donated to the City of Novi. All replacement planting is happening with Phase 1. The current replacement counts did not include the future possible removals of up to 2 trees per unit, a maximum of 82 trees (a total of \$32,800). The replacement counts will be calculated at the time of individual building permit review.

With this amendment, the applicant is proposing an additional removal of up to 82 trees, bringing the total maximum removal up to 164 trees. Staff is unable to determine the total replacements required at this time due to lack of information of trees proposed to be removed. The applicant notes that the maximum may not happen as the removal will be determined based on accessory features each individual home owner may desire. However, staff should account for the worst-case scenario, which is removal of 164 trees. **Staff recommends not changing the maximum allowable woodland replacements. Staff is currently not supporting this request.**

7. **Covered decks:** In a letter dated August 21, 2018, the applicant requested to add another deviation to the list of requested items to allow covered decks as permitted use within the accessory unit boundary for area of units 7-36 (essentially all the units backing up to the regulated woodlands to the north and west). As noted in Section 3.32.7, covered, enclosed decks are subject to building setback requirements and cannot extend into the yard setbacks. **The applicant did not provide reasonable justification other than providing additional options to the home buyer. Staff is currently not supporting the request as it would increase the maximum lot coverage of beyond (50%) previously approved.**

*3.32.7. Porches, Decks. An open, unenclosed and uncovered porch or paved terrace may project into a required front yard setback for a distance not exceeding four (4) feet, **but this shall not be interpreted to include or permit fixed canopies**. An open, unenclosed and uncovered wooden deck may project into a required rear yard setback for a distance not exceeding eighteen (18) feet, **but this shall not be interpreted to include or permit fixed canopies**. Spas and gazebos as an accessory to a deck shall be permitted in all areas allowable for placement of a deck. With the exception of the lakeside of waterfront lots which are further regulated by Section 5.11.1.A.ii, privacy and decorative fencing used in the construction of a deck shall be limited to six (6) feet in height as measured from the floor of the deck. All construction shall comply with the provisions of the State Construction Code, as enforced pursuant to Chapter 7, Article II of the Novi Code of Ordinances.*

8. **Add 10 feet width to Unit 6 and Maximum lot coverage:** The applicant has proposed a wider width for Unit 6 with this amendment. The applicant has received an administrative approval for reduction of one unit. This is reflected in units 15C, 6C, 17D, 18C and 19D. However, they want to reserve the right to go back to 41 units. As noted in the Sec. 3.1.2.D, the R-1 Zoning District allows for maximum lot coverage of 25%. Lot coverage is defined as the part or percent of the lot occupied by buildings including accessory buildings. The development is not a typical site condominium with lot lines. The approved PRO Concept plan indicates a maximum of 50% lot coverage and is subject to this condition:

The proposed unit boundary shown on the concept plan (sheet 02) is to be considered the maximum allowable footprint. Any accessory uses such as hot tubs, patios, etc. will be provided within the footprint shown on the plan.

The proposed projection does not appear to increase the lot coverage as approved. The expansion of Unit 6 increases the lot coverage for that unit. However, it is consistent with other units on the site and is not significant.

PROJECT DEVELOPMENT STATUS

The applicant has received a site grading permit to start site grading for Phase 1 on May 29, 2019. Site grading is currently ongoing. The applicant intends to start full-site construction as soon as the final stamping sets are approved.

ORDINANCE DEVIATIONS

Section 7.13.2.D.i.c (2) permits deviations from the strict interpretation of the Zoning Ordinance within a PRO agreement. These deviations must be accompanied by a finding by City Council that *"each Zoning Ordinance provision sought to be deviated would, if the deviation were not granted, prohibit an enhancement of the development that would be in the public interest, and that approving the deviation would be consistent with the Master Plan and compatible with the surrounding areas."* Such deviations must be considered by City Council, who will make a finding of whether to include those deviations in a proposed PRO agreement. A proposed PRO agreement would be considered by City Council only after tentative approval of the proposed concept plan and rezoning.

APPLICANT'S BURDEN UNDER PRO ORDINANCE/ PUBLIC INTEREST/ BENEFITS TO PUBLIC UNDER PRO ORDINANCE

The Planned Rezoning Overlay ordinance (PRO) requires the applicant to demonstrate that certain requirements and standards are met. The applicant should be prepared to discuss these items, especially in number 1 below, where the ordinance suggests that the enhancement under the PRO request would be unlikely to be achieved or would not be assured without utilizing the Planned Rezoning Overlay. Section 7.13.2.D.ii states the following:

1. *(Sec. 7.13.2.D.ii.a) Approval of the application shall accomplish, among other things, and as determined in the discretion of the City Council, the integration of the proposed land development project with the characteristics of the project area, and result in an enhancement of the project area as compared to the existing zoning, and such enhancement would be unlikely to be achieved or would not be assured in the absence of the use of a Planned Rezoning Overlay.*
2. *(Sec. 7.13.2.D.ii.b) Sufficient conditions shall be included on and in the PRO Plan and PRO Agreement on the basis of which the City Council concludes, in its discretion, that, as compared to the existing zoning and considering the site specific land use proposed by the applicant, it would be in the public interest to grant the Rezoning with Planned Rezoning Overlay; provided, in determining whether approval of a proposed application would be in the public interest, the benefits which would reasonably be expected to accrue from the proposal shall be balanced against, and be found to clearly outweigh the reasonably foreseeable detriments thereof, taking into consideration reasonably accepted planning, engineering, environmental and other principles, as presented to the City Council, following recommendation by the Planning Commission, and also taking into consideration the special knowledge and understanding of the City by the City Council and Planning Commission.*

Section 7.13.2.D.ii states that the City Council must determine that the proposed PRO rezoning would be in the public interest and the benefits to public of the proposed PRO rezoning would clearly outweigh the detriments. **Please refer to staff comments noted above.**

PREVIOUS MEETINGS HISTORY FOR THE ORIGINAL PRO/SITE PLAN APPROVAL

- On August 23, 2017, the plan was presented to Master Planning and Zoning Committee for their input.
- On September 13, 2017, Planning Commission held a Public hearing and postponed their recommendation to allow the applicant time to consider further modifications to the Concept Plan.
- On November 8, 2017 Planning Commission held a second Public hearing and recommended denial for the rezoning request.
- On January 10, 2018, the revised concept plan was presented to Master Planning and Zoning Committee for their input.
- On March 14, 2018, Planning Commission held a third Public hearing and recommended approval for the rezoning request.

- On May 21, 2018, the City Council considered the request and postponed their decision for a later meeting.
- On July 23, 2018, the City Council tentatively approved the planned rezoning overlay concept plan.
- On September 24, 2018, the City Council approved the planned rezoning overlay concept plan and the Planned Rezoning Overlay Agreement.
- On November 11, 2018, the Planning Commission held a public hearing and approved the Preliminary Site Plan with Wetland Permit, Woodland Permit, and Storm water Management Plan

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 changed (in this case from RA TO R-1) 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. If the development has not begun within two (2) years, the rezoning and PRO concept plan expires and the agreement becomes void. In this case, the development has already commenced.

NEXT STEP: PLANNING COMMISSION PUBLIC HEARING

The plan is scheduled for Planning Commission's public hearing on August 28, 2019. Please provide the following no later than 10 am on August 23, 2019

1. Revised Concept plan in PDF format.
2. A response letter addressing ALL the comments from ALL the review letters. Please review the letter in detail and note the comments provided in **bold** throughout the letter. Some of the major comments are summarized below. The applicant should address all the comments in the response letter and/or on subsequent submittals:

If the applicant has any questions concerning the above review or the process in general, do not hesitate to contact me at 248.735.5607 or skomaragiri@cityofnovi.org



Sri Ravali Komaragiri – Planner

ENGINEERING REVIEW

MEMORANDUM



TO: BARB MCBETH; CITY PLANNER
FROM: KATE RICHARDSON, EIT; PLAN REVIEW ENGINEER
SUBJECT: TERRA - EXPOSED CONCRETE DEVIATION FROM STANDARDS
DATE: AUGUST 21, 2019

Cambridge of Novi, LLC has submitted a Planned Rezoning Overlay (PRO) Revised Concept Plan through the Community Development Department to make modifications to the Terra Development site plan. The applicant is proposing exposed aggregate on driveways and sidewalks as opposed to City approvable concrete. The PRO Revised Concept Plan approval is subject to approval of a Design and Construction Standards Deviation Request for the use of exposed aggregate on driveways and sidewalks.

Section 11-256(f) of the Design and Construction Standards states that all "non-motorized facilities shall be designed and constructed to meet the requirements of the Engineering Design Manual". The Engineering Design Manual, in Section 7.4.2(d), requires that "sidewalks, shared use pathways, and neighborhood connectors be constructed of Portland cement concrete". The applicant believes the exposed aggregate will be more aesthetically appealing, which is important to developer since the homes will have courtyard entrances with prominent driveways. They also state the thickness and strength of the exposed concrete aggregate is equal to standard concrete. This is evident on the cross-section provided in the PRO Revised Concept Plan.

Section 11-10 of the Ordinance permits the City Council to grant a deviation from the Design and Construction Standards when a property owner shows all of the following:

- b) A variance may be granted when all of the following conditions are satisfied:
 - (1) A literal application of the substantive requirement would result in exceptional, practical difficulty to the applicant;
 - (2) The alternative proposed by the applicant shall be adequate for the intended use and shall not substantially deviate from the performance that would be obtained by strict enforcement of the standards; and
 - (3) The granting of the variance will not be detrimental to the public health, safety or welfare, nor injurious to adjoining or neighboring property.

Staff has reviewed the application against the ordinance standards that are outlined above. We agree with the applicant that the proposed aggregate is adequate for the intended use and does not substantially deviate from the performance of the ordinance standard cross-section. There are no ADA compliant concerns and the Storm Water Management Plan will be unaffected since both aggregate concrete and concrete are equally impervious surfaces.

For all of the reasons stated above, we do believe that the application meets the conditions of Section 11-10 and therefore recommend approval of the applicant's request for a variance from Section 11-256(f) of the Design and Construction Standards. The applicant has been notified of staff's recommendation for approval.

Cc: Sri Komaragiri, Planner

APPLICANT RESPONSE LETTER

Komaragiri, Sri

From: Rick Corrent <rick@cambridgehomesmi.com>
Sent: Friday, August 23, 2019 10:09 AM
To: Komaragiri, Sri
Cc: Bell, Lindsay; Croy, Ben; Darcy Rechten; Doug Necci; Glenn, Tina; Josh.Bocks@aecom.com; 'mcarmer@ectinc.com'; McBeth, Barb; Meader, Rick; Pace, Kristin; Pete Hill (phill@ectinc.com); Pierce, Kevin; Richardson, Kate; Sosnowski, Angela; Kopko, Madeleine; Mark Guidobono
Subject: RE: JSP 17-52: First Amendment to Terra
Attachments: DEQ Permit - Page 1.pdf

Good morning, Sri.

Thank you for the response letter. We've read through the comments and offer the following in response:

Item 4 – Increase the compensating cut are to match MDEGLE approval:

This request is based on the approved MDEGLE permit requesting the increased cut area. See attached for the first page of the MDEGLE permit. Under “authorized activity”, the area to be cut is 1,464 CY which correlates to the revised PRO plan submitted showing 19,950 SF of compensating cut area.

Item 6 – Additional tree removal from accessory unit boundary:

We feel that on some of our homes, the home owner will want to use most or all of their limited common area/accessory unit boundary for pools, decks, etc. We have preserved trees in some of these areas to minimize the impact to woodlands. Based on this, we would like to increase the number of regulated trees in the accessory unit boundary from 2 to 3 per unit (Instead of the 4 previously requested). Note that 5 of the units currently have no trees so this request would result in a maximum of 35 additional regulated trees being removed, which we feel is likely much higher than we would need to accommodate our home owners' needs.

Item 7 – Covered Decks:

This request is pertaining only to units 7-36 which are backing onto the regulated woodlands so there would be no impact to adjacent residents. We ask that this item be re-considered since we're dealing with condos and not lots, so maximum lot coverage would not apply. We would be agreeable to limit the depth of extending covered decks up to 15' into the accessory unit boundary from the home instead of the full 25' boundary depth if acceptable to staff.

If you have any questions, please let me know.

Thank you

Rick Corrent, Construction Manager | Cambridge Homes Inc. | O: 248-348-3800 | C: 248-924-4519

For more information on , our new active adult community, please visit our website at www.cambridgehomesmi.com

From: Komaragiri, Sri <skomaragiri@cityofnovi.org>
Sent: Thursday, August 22, 2019 11:49 AM
To: Rick Corrent <rick@cambridgehomesmi.com>
Cc: Bell, Lindsay <lbell@cityofnovi.org>; Croy, Ben <bcroy@cityofnovi.org>; Darcy Rechten <darnina@gmail.com>; Doug Necci <dnecci@drnarchitects.com>; Glenn, Tina <tglenn@cityofnovi.org>; Josh.Bocks@aecom.com; 'mcarmer@ectinc.com' <mcarmer@ectinc.com>; McBeth, Barb <bmcbeth@cityofnovi.org>; Meader, Rick



NOTICE OF AUTHORIZATION

Permit Number: WRP015846 v. 1
Site Name: 63-49800 W. 9 Mile Rd-Nov

Issue Date: April 4, 2019
Expiration Date: April 4, 2024

The Michigan Department of Environmental Quality, Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Place 608 cubic yards of fill material within 0.10 acres of wetland area for grading and storm water basins associated with the residential development Terra. Fill 0.05 acres of wetland associated with the installation of a 36"-diameter culvert within the Garfield Drain for a road crossing and associated utilities. Construct storm water outfalls to wetland and the Garfield Drain for the discharge of pretreated and detained storm water. Place 1,221 cubic yards of fill within the 100-year floodplain and cut 1,464 cubic yards of material as compensating cut.

All work shall be in accordance with the approved plans and the specific terms and conditions of this permit.

To be conducted at property located in: Oakland County, Waterbody: Garfield Drain, Wetlands Section 30, Town 01N, Range 08E, City of Novi

Permittee:

Mark Guidobono, Cambridge Homes
47765 Bellagio Drive
Northville, MI 48167

Susan Tepatti
Southeast Michigan District Office
Water Resources Division
586-256-7272

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.*
Please refer to the above permit number with any questions or concerns.

DEQ-WRD
WRP015846 v1.0
Approved
Issued On:04/04/20
Expires On:04/04/20

09-23-19 CITY COUNCIL MEETING MINUTES

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI
MONDAY, SEPTEMBER 23, 2019 AT 7:00 P.M.
COUNCIL CHAMBERS – NOVI CIVIC CENTER – 45175 TEN MILE ROAD**

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

PLEDGE OF ALLEGIANCE

ROLL CALL: Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Mutch, Poupard, Verma

ALSO PRESENT: Pete Auger, City Manager
Victor Cardenas, Assistant City Manager
Thomas Schultz, City Attorney

APPROVAL OF AGENDA:

CM 19-09-162 Moved by Casey, seconded by Poupard; CARRIED UNANIMOUSLY

To approve the Agenda as presented.

**Roll call vote on CM 19-09-162 Yeas: Staudt, Breen, Casey, Mutch, Poupard, Verma, Gatt
Nays: None**

PUBLIC HEARING:

1. Request to Establish an Industrial Development District for Bluewater Technologies Group, Inc.

Opened at 7:02 p.m. and closed at 7:03 p.m. with no public input.

2. Request to approve an Industrial Facilities Tax Exemption Certificate for Bluewater Technologies Group, Inc.

The public hearing opened at 7:03 p.m.

Colleen Crossey said she lives in Novi. She noted that she has been consistent in objecting to tax abatements regardless of the company. She said that her opinion on tax abatements still stands. She mentioned she could think of other ways we can use taxpayer money. She believed that tax abatements are over used. She said that the original purpose of tax abatement was to encourage companies to locate in cities that needed businesses. She didn't think Novi needed to encourage businesses. Some say it brings jobs, but if they can't hire the people who live in Novi it is not beneficial to Novi.

Gary Becker said in November he will have been in Novi for 43 years. When he read the details his first thought was, why would Novi want to give up taxes to add a building. He did more investigation and research. You can't lose what you don't have. We don't have that amount in taxes right now. What we do have is \$5,000 in taxes on an empty unimproved parcel. What do we lose? We lose \$5,000 a year or \$30,000 over six years.

Approval to award the construction contract for the DPW facility Stormwater Management Compliance Project (Vactor Station and Site Improvements) to Fonson Company, Inc., in the amount of \$1,497,418.10.

Roll call vote on CM 19-09-167

Yeas: Verma, Gatt, Staudt, Breen, Casey, Mutch, Poupard

Nays: None

5. Consideration of approval of Zoning Ordinance Text Amendment 18.289 to amend the City of Novi Zoning Ordinance at Article 3, Section 3.10 "B-1, B-2 and B-3 Business Districts Required Conditions." The amendment would allow building height to be increased to 52 feet or four stories in the B-2 District under certain conditions. FIRST READING

CM 19-09-168

Moved by Staudt, seconded by Mutch; CARRIED UNANIMOUSLY

Approval of Zoning Ordinance Text Amendment 18.289 to amend the City of Novi Zoning Ordinance at Article 3, Section 3.10 "B-1, B-2 and B-3 Business Districts Required Conditions." The amendment would allow building height to be increased to 52 feet or four stories in the B-2 District under certain conditions. FIRST READING

Roll call vote on CM 19-09-168

Yeas: Gatt, Staudt, Breen, Casey, Mutch, Poupard, Verma

Nays: None

6. Consideration of approval of the request of Cambridge of Novi, LLC for the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan, JSP 17-52, Terra, formerly known as Villa D'Este, associated with Zoning Map Amendment 18.718. The applicant proposed a 41-unit single-family ranch housing development on approximately 30.14 acres on the north side of Nine Mile Road, east of Napier Road. The current amendment is requested to allow greater flexibility for construction of individual homes, to allow alternate pavement material for sidewalks and driveways, and for other minor changes.

City Manager Auger noted there are actually two recommended actions in the packet. It is the first recommended action, the longer one that is the correct recommended action. He stated that we are using new software and it duplicated the title to the second recommended action. The recommended action is the one with the numerals 1 through 3.

Member Breen said there a lot of the proposed changes are basically visual nature, not substantive. She questioned the removal of two trees that were put in for accessory unit. She said now staff is recommending three trees be removed per unit. Is there any

plan to replant or pay into fund? Mr. Guidobono said they would either plant more or pay into the Tree Fund if we removed trees around one of these sites. He would expect it to be very rare. He said they wanted to give the homeowner the in case they wanted a pool. He said there may be a total of 15 trees. It is very minimal. They pulled their tree fencing really tight to the units because they want to save trees. He didn't think they would have many requests. Member Breen wondered if there is any way we can ensure that the removal of up to three trees be removed be put into the PRO Agreement. City Attorney Schultz replied yes.

Member Mutch commented on two of the items in the request. First, was the issue regarding the aggregate surface change. He understood that they were moving away from their standard concrete sidewalk and driveways. He asked if he was replacing it with the aggregate surface. Mr. Guidobono replied yes. It is exposed aggregate, it is still concrete. He explained that once it sets up they go back with a power washer and remove the top surface to expose the aggregate. We do not lose any strength, then they will color it with a light color and it blends in better with the nature feel that they are trying to achieve. He thought white, stark concrete would stand out. It is double the price, for a courtyard, entry, and driveway aggregate. Member Mutch much asked about the change in Unit 6 because it looked like they removed a unit within development. Mr. Guidobono said these are two separate issues. He said they had room there and adding 10 feet of width had a nicer appearance to the front of the home. It doesn't impact anything, but it was an appearance thing and they thought why they didn't think about this in the beginning. He said that is why they dropped one unit; they are hoping by doing that it will attract some more dramatic houses, more dramatic elevations. They are taking a chance; most developers don't drop a lot. Member Mutch asked about the expansion on Unit 10 and wondered if it would have any impact on woodlands. Mr. Guidobono replied no, you will lose one tree. Member Mutch said they were retain the option to essentially fit another unit back in if the circumstance comes up. Mr. Guidobono said if they cannot command that dollar, then they have the ability to put back that one unit. Mr. Guidobono said that was correct, it would go back to the same plan that was approved by City Council. Member Mutch said he was fine with the changes that were proposed.

CM 19-09-169

Moved by Staudt, seconded by Casey; CARRIED UNANIMOUSLY

Tentative approval at the request of Cambridge of Novi, LLC for Tentative approval of the First Amendment to the previously-approved Planned Rezoning Overlay (PRO) Plan and Agreement, JSP 17-52 Terra PRO, based on the following findings, City Council deviations, and conditions, with the direction that the City Attorney's Office shall prepare the required First Agreement and work with the applicant to return to the City Council for Final Consideration pursuant to the PRO Ordinance:

1. This approval is subject to all conditions listed in the original PRO agreement recorded April 9, 2019, unless otherwise amended with this approval.
2. Approval includes the following ordinance deviations:
 - a. Engineering deviation from Section 7.4.2(d) Engineering Design Manual to allow exposed aggregate as an alternate material for sidewalk pavement in lieu of concrete for the entire development;
 - b. Planning deviation from Section 3.32.8. to allow for additional encroachment for roof overhangs into the required side yards (A maximum of 15 inches is allowed per the current side yard setbacks, a minimum of 9 feet between the roof overhangs at fascia is proposed). This approval shall be subject to building designed with Prairie-style architecture, subject to the City's Façade Consultant approval at the time of building permit review.
3. The following conditions shall be made part of the PRO Agreement:
 - a. For Units 7 through 36, covered decks shall be allowed to extend up to 15 feet into the "Accessory Unit Boundary" from the rear façade. "Accessory Unit Boundary" refers to the area beginning at the rear Unit Boundary and is within the side lines of the Unit Boundary, and extending twenty-five (25) to the rear, as shown on the approved final Concept Plan.
 - b. No more than three (3) regulated woodland trees may be removed from the Accessory Unit Boundary to accommodate the construction or installation of any pool, or other accessory use.
 - c. A minimum of 15 feet shall be maintained between two buildings, with the exception of roof overhangs and wing walls as noted below:
 - i. A minimum of 9 feet shall be maintained between the roof overhangs between two buildings at fascia as shown in the 'Overhang Projection Areas' exhibit on revised PRO Concept plan dated 7-25-19 , subject to the house being designed with Prairie architecture style and subject to the City's Façade Consultant approval at the time of building permit review;
 - ii. A maximum of 4.5 feet of on-ground projection shall be allowed as shown in the 'Wing wall/planter projection area' exhibit on revised PRO Concept plan dated 7-25-19, subject to the City's Façade Consultant approval at the time of building permit review.
 - d. The elevations shall comply with the Ordinance requirements and conditions of the PRO agreement, subject to the

limitations set forth in the Master Deed as determined at the time of individual building permit review.

- e. Additional updates to the PRO agreement shall be as follows:**
 - i. The ITC comfort station shall be completed within 6 months from the substantial completion date of the ITC trail along the subject property's frontage;**
 - ii. The compensating cut areas in the approved PRO Agreement shall be updated to be consistent with the MDEGLE permit approval dated 4-9-19.**

Roll call vote on CM 19-09-169

Yeas: Staudt, Breen, Casey, Mutch, Poupard, Verma, Gatt

Nays: None

- 7. Consideration to Introduce Ordinance 19-120.13, an ordinance to amend the City of Novi Code of Ordinances, Chapter 20, "Massages," in order to amend certain sections to update the regulations of massage establishments within the City. FIRST READING

CM 19-09-170

Moved by Staudt, seconded by Gatt; CARRIED UNANIMOUSLY

Approval of Ordinance 19-120.13, an ordinance to amend the City Of Novi Code Of Ordinances, Chapter 20, "Massages," in order to amend certain sections to update the regulations of massage establishments within the City. FIRST READING

Member Casey said she fully supported the changes. In Section 20-27, Item C, there is reference to "not of suitable character". Member Casey wondered how we define suitable character. City Attorney Schultz explained that one of the things they have done with this amendment is that is the recommendation through Police Department investigation. In Section 20-29 lays out more detail what City Clerk would determine. Member Casey said they can look in Section 20-29 to find out what is considered suitable character. City Attorney Schultz replied yes.

Member Breen said she was happy to see there is some tightening of language here. She thought it gives City Council more oversight in the event that something would go awry with an applicant's process. She mentioned that Ordinance Review Committee requested planning staff review the current zoning as well as a special land use permit criteria process and there might be additional changes that are recommended with this ordinance. City Attorney Schutz said he didn't expect changes to this ordinance, but you will see making massage business a special land use in the in the zoning ordinance. This is probably set, but additional language in zoning ordinance comes forward. Member Breen expressed her gratitude that there is some movement on this especially in regards to human trafficking. This will help any prevent wrong doers from coming here.

Roll call vote on CM 19-09-170

**Yeas: Breen, Casey, Mutch, Poupard, Verma,
Gatt, Staudt,
Nays: None**

8. Consideration of approval of resolution to authorize Budget Amendment #201920

CM 19-09-171 Moved by Staudt, seconded by Breen; CARRIED UNANIMOUSLY

Approval of resolution to authorize Budget Amendment #201920.

Roll call vote on CM 19-09-171

**Yeas: Casey, Mutch, Poupard, Verma, Gatt,
Staudt, Breen,
Nays: None**

AUDIENCE COMMENT: None

COMMITTEE REPORTS: None

MAYOR AND COUNCIL ISSUES: None

CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None

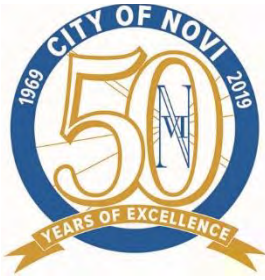
ADJOURNMENT – There being no further business to come before Council, the meeting was adjourned at 8:22 P.M.

Cortney Hanson, City Clerk

Robert J. Gatt, Mayor

Transcribed by Deborah S. Aubry

Date approved: October 7, 2019



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval of request for Fireworks Display Permit by City of Novi Parks, Recreation and Cultural Services, to be operated by ACE Pyro, on Friday, December 6, 2019 for the Light Up the Night community event, subject to final approval as to form by City Manager and City Attorney.

SUBMITTING DEPARTMENT: City Clerk

BACKGROUND INFORMATION: Parks, Recreation and Cultural Services (PRCS) would again like to include a fireworks display by Ace Pyro on Friday, December 6, 2019 as part of the annual Light Up the Night community event.

The show will be launched from Ella Mae Power Park and will be visible throughout the Civic Center campus. Ace Pyro is a reputable company that has previously done fireworks shows for the city.

The Michigan Fireworks Safety Act requires the applicant to furnish adequate insurance coverage with the fireworks permit application. The certificate of liability insurance is acceptable and provides an endorsement listing the city of Novi as an additional insured. Final confirmation of coverage will be required the day of the event as well.

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

RECOMMENDED ACTION: Approval of request for fireworks display permit by City of Novi Parks, Recreation and Cultural Services, to be operated by Ace Pyro, on Friday, December 6, 2019 for the Light Up the Night community event.



Contract Service Agreement

This contract is between ACE Pyro, LLC (herein referred to as "ACE"), a Michigan based-company with its principal place of business at 13001 E. Austin Rd, Manchester, Michigan 48158 AND

Name of Sponsoring Organization: City of Novi – Light Up the Night
(Herein referred to as "Sponsor")

Sponsor Contact Name: Cristin Spiller

Mailing Address of Sponsor: 45175 Ten Mile Rd. Novi, MI 48375

Email Address of Sponsor: cspiller@cityofnovi.org Sponsor Phone: (248) 347-0474

Billing Contact Name: _____
(If different from above)

Billing Address: _____
(If different from above)

Billing Email Address: _____ Billing Phone: _____
(If different from above) (If different from above)

ACE will supply the professional fireworks display(s) listed below including all necessary fireworks materials, equipment and personnel in accordance with the specifications agreed to by the parties.

1. Display(s)

Display Date	Rain Date	Total Budget	Deposit Amount	Deposit Due
<u>December 6, 2019</u>	<u>TBD</u>	<u>\$4,000</u>	<u>\$2,000</u>	<u>w/signed contract</u>

2. Contract Period

This contract will be for one fireworks display.

3. Budget

If a budget larger than that listed under section 1 is available, additional fireworks will be added to increase the size and dramatic impact of the display.

4. Payment(s)

A deposits of 50% is due 120 days prior to the display date. If the contract is entered into fewer than 120 days prior to the display, a deposit of 50% is due upon entering into this contract. Full payment is due 5 days prior to the display date. The display shall not be fired until payment in full is made, or other payment arrangements confirmed.



5. Licenses & Insurance

ACE shall carry and maintain applicable licenses, permits and insurance policies including general liability, auto and workers' compensation as required by law to conduct professional fireworks displays. ACE shall supply a certificate of general liability insurance in the amount of \$10,000,000 naming the Sponsor as additional insured.

6. Inclement Weather

ACE will make every attempt to execute all fireworks displays as scheduled. ACE reserves the right to postpone a display for safety hazards caused by inclement weather. The Sponsor shall cover the additional costs reasonably incurred by shooting the display on a mutually agreed upon alternate date. The additional cost for shooting the display on an alternate date shall not exceed 10% of the display budget. The alternate date must fall within 90 days of the original display date or the display is subject to permanent cancellation.

7. Cancellation

The following fees schedule will apply should the Sponsor elect to cancel a display included in this contract. Cancellation 120 or more days prior to display date shall result in a cancellation fee of 10%. Cancellation within 120 days of the display date shall result in a cancellation fee of 25%. Cancellation within 5 days of the display date shall result in a cancellation fee of 50%. Displays postponed due to inclement weather not rescheduled for a date within 90 days following the original display date are subject to a cancellation fee of 50%.

8. Safety & Workflow

NFPA 1123: Code for Fireworks Display shall be followed at all times. All work shall be performed in a thoroughly workmanlike manner and in accordance with the highest standards of quality for such work. ACE personnel shall wear identifying name badges or shirts while working on site. Under no circumstances shall any person under the influence of drugs or alcohol be allowed within the setup area. Following the display ACE will inspect the fallout area for unexploded items or other hazards resulting from the fireworks display. The Sponsor shall conduct a final inspection of the display fallout area the morning following the display. Following the display, ACE shall be solely responsible for policing of the display setup area and for the removal of unexploded fireworks and the cleanup of material debris, the removal of any equipment from the display setup area, and the refilling of holes created by ACE or on behalf of ACE within the display setup area.

9. Security

The Sponsor and ACE will share responsibility ensuring that no unauthorized person enters the display setup area unless the person is escorted by, and supervised by, a member of the fireworks setup crew. During the display, the Sponsor agrees to furnish police and/or crowd security persons, ensuring adequate patrol of the fallout area until ACE advises that security is no longer necessary. ACE reserves the right to pause the display in the event that unauthorized persons enter the secured fallout area.

10. Marketing

ACE may use public displays for promotional use, including but not limited to video recording inviting current and/or potential customers to view the display setup site and the fireworks display. For private displays, ACE will seek approval from the Sponsor before making such invitations. In return for marketing privileges ACE may donate products and services to enhance the display.



11. Force Majeure

ACE will take all reasonable steps to complete its obligations under this contract. However, ACE shall not be held responsible for failure to perform its obligations under this contract if such failure is a result of an act of God including extreme weather, natural disaster, terrorism, war, or any extraordinary circumstance beyond its control.

12. Hold Harmless

ACE agrees to indemnify and hold harmless the Sponsor, its agents and employees, against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is the subject of this agreement. The Sponsor agrees to give ACE prompt notice of any claims or demands and to cooperate with ACE, its insurance carrier, or its successors in interest or assigns, if any, in the defense of any such claims and/or demands. The Sponsor agrees to indemnify and hold ACE harmless against any and all liability claims, damages, losses, expenses and costs, including attorney fees that arise out of the display which is subject of this agreement, which are caused by the Sponsor and/or its agents, servants or employees negligence or failure to adhere to its responsibilities under this agreement.

13. No Partnership/Joint Venture

This agreement shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.

14. Terms & Conditions:

This agreement shall be governed by and construed in accordance with the laws of the state of Michigan. This agreement is non-binding irrespective of endorsement until a deposit (as per section 4) has been satisfied and notice presented by ACE. If for any reason a fully-executed contract and deposit is not received by ACE as of 14 days prior to the scheduled display date, this is contract will be deemed null and void.



Display Coordination Contact

Please provide information for a primary contact person who can be reached on the date of your event. This will help to ensure smooth and accurate execution of your display.

Name

Title

Work Phone

Cell Phone

Email Address

Contract accepted on behalf of **Sponsor**:

Signature

Please Print Name

Please Print Title

Date

Contract accepted on behalf of **ACE**:

Laura Kiepi

Signature

Laura Kiepi

Please Print Name

Display Manager

Please Print Title

10/4/19

Date

2018 Permit for Fireworks Other than Consumer or Low Impact

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

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

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes	FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)
--	--

NAME OF PERSON PERMIT ISSUED TO	AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---------------------------------	--

ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176

NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC
--

ADDRESS 9700 Burmeister Rd, Saline, MI 48176
--

NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately 300 assorted aerial display shells 2.5" - 4"
--

EXACT LOCATION OF DISPLAY OR USE 45175 W 10 Mile Rd Novi, MI 48375
--

CITY, VILLAGE, TOWNSHIP City of Novi	DATE December 6, 2019	TIME 18:00 - 21:00 hrs
--	---------------------------------	----------------------------------

BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT 10,000,000
--	-----------------------------

Issued by action of the Legislative Body of a <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____ <div style="text-align: center; border-top: 1px solid black; padding-top: 5px;"> (Signature and Title of Legislative Body Representative) </div>
--

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

2019 Application for Fireworks Other Than Consumer or Low Impact

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

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

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

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

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

NAME OF APPLICANT Michael Freeland		ADDRESS OF APPLICANT 9700 Burmeister Rd. Saline, MI 48176	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd. Saline, MI 48176	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Michael Freeland		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd. Saline, MI 48176	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 26	NO. DISPLAYS 100+	WHERE Michigan, Ohio, Illinois, Wyoming, Iowa	
NAME OF ASSISTANT		ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO

EXACT LOCATION OF PROPOSED DISPLAY
45175 W 10 Mile Rd Novi, MI 48375

DATE OF PROPOSED DISPLAY December 6, 2019	TIME OF PROPOSED DISPLAY Window 18:00 - 20:00 hours
---	---

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

None, fireworks product will be brought from company storage in time for display setup.

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000	NAME OF BONDING CORPORATION OR INSURANCE COMPANY The Partners Group Ltd
--	---

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
11225 SE 6th Street, STE 110, Bellevue, WA 98004

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)
Approximately 300	Assorted aerial display shells ranging from 2.5" to 4"

SIGNATURE OF APPLICANT	DATE



Fireworks Display Invoice

Bill To
City of Novi 45175 Ten Mile Rd Novi MI 48375

Invoice Date	Invoice Number	Project	Customer PO	Terms	Payment Due
9/18/2019	4673	2019-12-06 Display ...		Due on receipt	9/18/2019
Description					Amount
DEPOSIT Fireworks display - Light up the Night December 6, 2019					2,000.00
Subtotal					\$2,000.00
Sales Tax (6.0%)					\$0.00
Total					\$2,000.00
Payments/Credits					\$0.00
Balance Due					\$2,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 E-MAIL ADDRESS: jnau@tpgrp.com	FAX (A/C, No): 425-455-6727	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158	14372	INSURER A : T.H.E. Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	12866

COVERAGES **CERTIFICATE NUMBER:** 451187850 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CPP010442904	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		ELP001174704	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:

Additionally Insured: City of Novi, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof per form attached. 30 Day Notice of Cancellation applies per form attached.

Event Location: 45175 W 10 Mile Rd Novi, MI 48375

Event Date: 11/30/2018 RD: N/A

CERTIFICATE HOLDER**CANCELLATION**

City of Novi - Light Up the Night
 45175 Ten Mile Road
 Novi MI 48375

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

**NOVI - LIGHT UP THE NIGHT
DECEMBER 6, 2019 - 45175 W 10 MILE RD NOVI, MI 48375
DISPLAY SITE MAP**





CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019

SUBJECT: Authorization to take all actions necessary to modify the funding arrangement with the current health insurance provider, Health Alliance Plan (HAP), to self-insurance coverage administered by HAP, with the same benefits as are currently provided, with excess or stop loss coverage to be secured through HAP's preferred insurance partner.

SUBMITTING DEPARTMENT: Human Resources
Finance

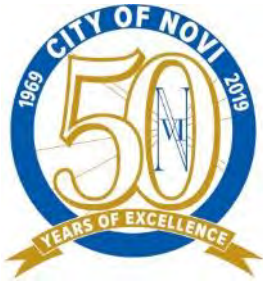
BACKGROUND INFORMATION: Over the past several years the City has been reviewing claims data that it has access to with respect to its fully-insured health care plan with Health Alliance Plan (HAP), to determine if a self-insured arrangement would be economically beneficial to the City and the employees who are insured through the City's health plan and pay a portion of the monthly coverage premiums. The attached Memorandum dated September 18, 2019, provided by Chief Financial Officer Carl Johnson, describes the concept of switching to self-insurance. Those currently insured remain insured as they are now, with the same coverage, but the insurance plan is provided by the City as opposed to HAP directly. The City would not have to administer the plan itself, however; it would enter into agreements with a third-party provider to do that—here, it is proposed to be Alliance Health and Life Insurance Company (AHLIC), which would in turn use the services of HAP itself. The City would enter into a separate excess or stop loss arrangement with a different insurer to prevent unlimited exposure with respect to claims.

The change has been reviewed by the City's health care benefits consultant, Gallagher, who will provide and review the necessary documentation for the changeover prior to signature by City administration.

According to Gallagher, the cost of the arrangements with the third-party plan administrator and stop-loss insurer is in place of the premiums that would otherwise be paid directly to HAP, so no appropriation is requested.

RECOMMENDED ACTION: Authorization to take all actions necessary to modify the funding arrangement with the current health insurance provider, Health Alliance Plan (HAP), to self-insurance coverage administered by HAP, with the same benefits as are currently provided, with excess or stop loss coverage to be secured through HAP's preferred insurance partner.

MEMORANDUM



TO: PETER AUGER, CITY MANAGER
FROM: CARL JOHNSON, CFO
SUBJECT: SELF-INSURANCE HEALTHCARE PROGRAM
DATE: SEPTEMBER 18, 2019

Annually City Administration strives to provide employees and retirees healthcare coverage at the lowest price possible (maintaining the same level of coverage as governed by the respective labor contracts) and to look for ways to minimize future costs. In each of the past three years, the administration has reviewed and analyzed self-insurance as a way to reduce the employees and retirees cost of healthcare (currently 20% of premiums) along with stabilizing future annual increases. While the City has considered a change like this many years ago we feel now is the right time to move forward with this switch with our largest healthcare provider HAP (the other two providers would not change and stay premium based).

In the fall of each fiscal year, the City's administration meets with our healthcare consultant, Gallagher, to review the past claims experience (utilization) of the three healthcare plans and reviews proposed rate changes for the new calendar year. The City currently offers HAP, BCBS and Priority healthcare plans to our active employees and HAP and BCBS for eligible retirees. Over the past three years, the City has seen reasonable overall changes in the overall cost of healthcare of approximately:

- 2017 - 4% increase ,
- 2018 - 2.4% decrease and,
- 2019 - 3.6% increase

These past rate changes compare favorably to the industry average increase in our area of approximately **7-8% annually**.

The City is currently "premium based" which means a monthly premium is paid regardless of utilization, the premium is the only cost the City will incur. As we reviewed, each of the past three years' actual utilization, we noted the City has continuously had lower utilization than what was assumed by our carriers, meaning the carriers made profits off the City's premiums. One of the primary reasons the City's annual increase have been lower than the market average was due to lower utilization along with a lower annual increase has been the "threat" that the City would become self-insured.

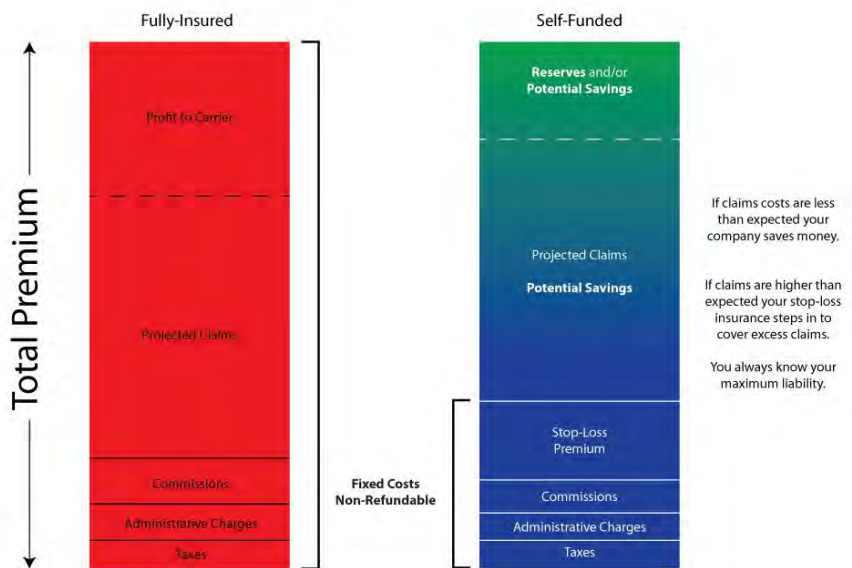
The City also annually reviews the cost of insurance for the employees and retirees as the City has elected the "80/20 cost sharing model" under *Public Act 152 of 2011* for health insurance. The 80/20 cost sharing means the City pays 80% of the cost of health care while the employee/retiree pays 20% of the annual healthcare premiums.

Self-Insurance

Becoming self-insured for healthcare is an opportunity for the City to maintain the “profit” from the favorable experience rates historically realized by our employee and retiree groups and to help ensure the long-term stability of healthcare premiums. On September 12, 2019, members of the administration met with the City’s employee benefit consultant to discuss the 2020 employee benefit plan renewal terms. The current annual premiums for active and pre-65 current and retired employees electing HAP insurance (the largest group covered) for calendar year 2020 will be approximately \$3,243,000. The estimated annual cost for self-insurance of this same group is approximately \$2,837,000 (assuming a \$100,000 stop loss). The consultant estimates the annual savings for converting the HAP active and pre-65 group to a self-insurance plan would be approximately \$406,000, based upon actual claim’s experience (See attachment A and B). In addition, based on my past experiences with becoming self-insured, there should also be a one-time additional savings due to claims lag and reserves of approximately \$500,000 to \$750,000 bringing the first year savings to more than \$1 million.

What does it mean to be self-insured?

The difference from the premium based healthcare insurance that the City currently has and self-insurance is who bears the risks and who reaps the rewards of actual insurance costs. Currently the City pays monthly premiums and any favorable or unfavorable costs above or below our premiums is kept/paid by the insurance carrier. If the City were to be self-insured, based upon actual claims paid the past couple years, the profits of approximately \$400,000



annually would have stayed at the City and could have resulted in lower overall costs and co-pays to not only the City but to our employees and retirees as well.

How would self-insurance work?

The City would hire HAP to administer the plan. The **benefits would not change for any employee or retiree**. The administrator would be paid an administrative fee to review and process claims just as they do now. The approved claims are paid directly by the City on a monthly basis instead of the monthly premiums. To cover the City from significant claims both individually and in total, additional insurance (called “stop loss”) would be

purchased. Stop loss insurance on an individual basis would mean the City would pay all claims up to a certain amount annually (example \$50,000, \$75,000, \$100,000) per policy and in aggregate means the total claims paid by the City would not exceed an agreed upon total. Once the individual or aggregate stop loss limits are reached the stop loss insurance would pay anything over and above that amount ensuring a cap on overall costs. The self-insurance annual cost estimate above includes the cost of stop loss insurance. The City would create a self-insurance fund to account for all the activity. The individual funds would be charged premium based insurance rates called "illustrative rates" and the surplus at the end of the year would remain in the fund and be used to offset future insurance costs (after claims reserve balances are met). The illustrative rates would be adjusted annually by our insurance consultant based on current market rates and our specific claims history.

How would self-insurance impact our employees/retirees?

The employees will have no changes in any aspect of their healthcare coverage. The only change they will see is their current HAP card will be replaced with a new one for the new program, nothing else changes. All of the changes we are discussing only impact the funding method internally with our current administrator. Being self-insured with HAP ensures the network of HAP doctors and services will not be impacted in any way.

Benefits of self-insurance

The primary reason to switch to self-insurance is the opportunity for the City to keep the savings from our favorable claims experience and use those savings to reduce/control future costs. All savings from this program would remain in the self-insurance fund and would benefit both the City and the employees. The self-insurance fund reserve can provide the City the opportunity to stabilize rate increases it passes along to its employees/retirees and/or the potential to reduce the employee's share of premiums paid, again based upon claim's experience. The City has the option annually, just as they do now, to switch back to premium-based healthcare from self-insurance but the current recommendation would be to make this a permanent switch.

It is my understanding the City, looked into the possibility of become self-insured back in 2009-2010 and ultimately concluded against it. Several factors have changed over the past few years. Back in 2009-2010, the majority of the City's active and pre-65 employees were with BCBS and now they are with HAP. The expected cost reduction (savings) back 10 years ago was estimated at only \$50,000 - \$80,000 compared to the estimated \$406,000 in fiscal year 2020. Since 2010, the Affordable Care Act was implemented which requires (an industry average of) a 2.5% fee be levied on all premiums paid. If we were to become self-insured that fee no longer applies. In addition, the State requires a \$2.40 fee per member per month and a 1.25% tax on insurance premiums which also do not apply to a self-insured plan.

HAP premium increase cap for years 2020, 2021 and 2022

Utilizing the estimated savings from the switch to self-insurance for our HAP healthcare plan, the administration is proposing a cap of no more than 4% increase for premiums for each of the next three fiscal years with the goal of less than that once the reserves are met. In addition, after the three years (or when the reserves are met if sooner than three years) if the program is successful, the administration is considering a recommendation to City Council to decrease the employee contribution from the current 20% of premiums to an amount less than that.

Based on the short and long-term savings and benefits to both the City and our employees/retirees, it is recommended we switch our HAP active and pre-65 members to a new self-insured program effective with our next renewal which would be January 1, 2020.

ATTACHMENT A

Expiring and Renewal Premium Rates



	Single	2 Person	Family	Projected Annual Premium Cost	Change	
					Amount	Percent
2019 HAP Rates						
Premium Rate - Active Employees	\$697.48	\$1,604.20	\$1,813.50	\$2,634,015		
Employee Contribution	<u>\$139.50</u>	<u>\$320.84</u>	<u>\$362.70</u>	<u>\$526,805</u>		
Net Monthly Premium Rate	\$557.98	\$1,283.36	\$1,450.80	\$2,107,210		
Premium Rate - Retired Employees (Pre-65)	\$1,046.35	\$2,406.58	\$2,720.55	\$478,390		
Retiree Contribution	<u>\$209.27</u>	<u>\$481.32</u>	<u>\$544.11</u>	<u>\$95,679</u>		
Net Monthly Premium Rate	\$837.08	\$1,925.26	\$2,176.44	\$382,712		
Gross Monthly Premium Cost				\$3,112,405		
Net Monthly Premium Cost				\$2,489,922		
2020 HAP Rates						
Premium Rate - Active Employees	\$718.11	\$1,651.64	\$1,867.14	\$2,711,922	\$77,907	2.96%
Employee Contribution	<u>\$143.62</u>	<u>\$330.33</u>	<u>\$373.43</u>	<u>\$542,386</u>	\$15,580	2.96%
Net Monthly Premium Rate	\$574.49	\$1,321.31	\$1,493.71	\$2,169,536	\$62,326	2.96%
Premium Rate - Retired Employees (Pre-65)	\$1,160.59	\$2,669.34	\$3,017.62	\$530,624	\$52,234	10.92%
Retiree Contribution	<u>\$232.12</u>	<u>\$533.87</u>	<u>\$603.52</u>	<u>\$106,125</u>	\$10,446	10.92%
Net Monthly Premium Rate	\$928.47	\$2,135.47	\$2,414.10	\$424,499	\$41,787	10.92%
Gross Monthly Premium Cost				\$3,242,546	\$130,140	4.18%
Net Monthly Premium Cost				\$2,594,035	\$104,114	4.18%
Current Enrollment						
	Single	2 Person	Family			
Active Employees	48	21	84			
Retired Employees	7	9	4			

*Headcounts as reported on August billing statement

ATTACHMENT B

HAP ASO Quote

Replacing Current HAP HMO Members Only



	<u>Total Group</u>
Number of Employees/Retirees	173
Number of Members	478

HAP's Estimated Gross Claims Cost for 2020 (immature)

Projected Medical Claims	\$1,682,000	\$1,682,000	\$1,682,000
Projected Prescription Drug Claims	\$561,000	\$561,000	\$561,000
Total Estimated Claims	\$2,243,000	\$2,243,000	\$2,243,000

Summit Re's Estimated Net Claims Cost for 2020 (immature)

\$2,083,858	\$2,151,830	\$2,165,298
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Fixed Costs

			PCPM Fee	\$50,000 Specific Deductible	\$75,000 Specific Deductible	\$100,000 Specific Deductible
Medical Administrative Fee			\$80.00	\$166,080	\$166,080	\$166,080
			<u>Aggregate</u>			
	<u>Specific</u>	<u>Family</u>				
	<u>Single</u>	<u>Family</u>				
Specific Stop-Loss: \$50,000	\$135.83	\$380.57	\$10.67	\$634,400	-	-
Specific Stop-Loss: \$75,000	\$97.41	\$279.56	\$14.90	-	\$464,514	-
Specific Stop-Loss: \$100,000	\$83.46	\$233.73	\$18.35	-	-	\$389,650
Aggregate Stop-Loss: 125%				\$22,159	\$30,941	\$38,097
Total Fixed Costs				\$822,639	\$661,535	\$593,827

Maximum Estimated Liability

	<u>Aggregate Factors</u>					
	<u>Single</u>	<u>Family</u>				
Specific Stop-Loss: \$50,000	\$528.53	\$1,575.47				
Specific Stop-Loss: \$75,000	\$545.77	\$1,626.86				
Specific Stop-Loss: \$100,000	\$549.19	\$1,637.04				
Estimated Aggregate Attachment Point				\$2,604,822	\$2,689,788	\$2,706,622
Total Fixed Costs				\$822,639	\$661,535	\$593,827
Maximum Estimated Liability				\$3,427,461	\$3,351,323	\$3,300,449

Summit Re's Estimated First Year Costs

\$2,906,497	\$2,813,366	\$2,759,124
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HAP's First Year Estimated Cost

\$3,065,639	\$2,904,535	\$2,836,827
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Calculations assume:
53 singles
120 families

Note: Stop loss premiums and factors quoted are subject to change based on updated claims, final plan design and final enrollment



**CITY OF NOVI CITY COUNCIL
OCTOBER 28, 2019**

SUBJECT: Approval of Claims and Accounts – Warrant No. 1046

SUBMITTING DEPARTMENT: Finance

BACKGROUND INFORMATION:

RECOMMENDED ACTION: Approval of Claims and Accounts – Warrant No. 1046

CITY OF NOVI
Warrant 1046
Monday, October 28, 2019

Check	Vendor Name	Description	Amount
157553	1ST AYD CORPORATION	OPERATING SUPPLIES	957.43
157554	A AND R PLUMBING LLC	WATER LINE MAINTENANCE (W&S, POLICE, PARKS MAINT)	1,161.13
157555	ABC TRAINING & TESTING	TRAINING	350.00
157556	ABRAKADOODLE OF OAKLAND COUNTY	ART PROGRAM	896.00
157557	ABSOPURE WATER CO	OPERATING SUPPLIES	248.00
157558	ACCUFORM PRINTING & GRAPHICS INC	OFFICE SUPPLIES (W&S, FIRE, COMM REL, P&R)	1,278.90
157559	ACE CUTTING EQUIPMENT INC	OPERATING SUPPLIES	612.77
157560	ACTION TRAFFIC MAINTENANCE INC.	GUARDRAIL REPLACEMENT (MAJOR STREETS)	6,413.00
157561	ADVANCED DISPOSAL ARBOR HILLS	LIFT STATION MAINTENANCE	177.60
157562	AECOM GREAT LAKES, INC	PROFESSIONAL SERVICES - VAR CITY PROJECTS & ESCROW	128,079.20
157563	VOID		-
157564	AIRGAS USA, LLC	VEHICLE MAINTENANCE	541.20
157565	AIS CONSTRUCTION EQUIPMENT CORP	VEHICLE MAINTENANCE	20.63
157566	AJAX PAVING INDUSTRIES INC	STORM SEWER MAINTENANCE	862.92
157567	ALBERGA, KATHLEEN	MILEAGE/LUNCH	14.67
157568	ALEX & ANI LLC	2019 SUM TAX REFUND 50-99-00-016-101	247.19
157569	ALL AMERICAN EMBROIDERY, INC.	SUPPLIES	118.00
157570	ALLIE BROTHERS INC	SUPPLIES - UNIFORMS (POLICE, FIRE)	4,371.24
157571	ALLIED BUILDING SERVICE COMPANY	BUILDING MAINTENANCE	225.00
157572	ALLIED-EAGLE SUPPLY COMPANY	BUILDING MAINTENANCE	818.61
157573	ALTECH DOORS LLC	BUILDING MAINTENANCE (FACILITIES, FIRE)	1,861.00
157574	AMAZON	LIBRARY MATERIAL	1,564.81
157575	AMERICAN GENERATORS SALES AND	CONTRACTUAL SERVICES	365.00
157576	ANDERSON, GAIL	LIBRARY PROGRAMMING	27.31
157577	ANGLIN CIVIL, LLC	CONSTRUCTION: ITC CORRIDOR REGIONAL TRAIL (CIP)	513,090.35
157578	ANTECO, INC	TREE MAINTENANCE	250.00
157579	APOLLO FIRE EQUIPMENT CO	SCBA EQUIPMENT PER QUOTE (FIRE)	338,901.25
157580	APPLIED IMAGING	BUILDING MAINTENANCE - COPIERS (IT, P&R, W&S)	9,970.10
157581	ARAMARK REFRESHMENT SERVICES	COMMUNITY CENTER	871.95
157582	ARI-EL ENTERPRISES INC	BLDG. BOND REFUND (ESCROW)	34,545.00
157583	ASCAP	MEMBERSHIP DUES	12.00
157584	ASCENSION MICHIGAN AT WORK	MEDICAL SERVICE	560.00
157585	ATLAS OIL COMPANY	INTERNAL TECHNOLOGY	75.00
157586	AXON ENTERPRISE, INC.	TASER (5-YEAR PLAN) FOR NOVI PD - YEAR 2 (POLICE)	19,013.40
157587	B & B LANDSCAPING	GROUND MAINTENANCE (STREETS, DRAIN, DPW)	17,817.50
157588	BAKER LEGAL GROUP PLLC	PROSECUTOR FEES 9/2019 (POLICE)	8,745.00
157589	BALDRIDGE, TRENDIA	CHORALAIRES	400.00
157590	BANK'S VACUUM	CUSTODIAL SUPPLIES	47.98
157591	BARBARA MCBETH	MEMBERSHIP DUES	643.00
157592	BARNES & NOBLE	LIBRARY MATERIAL	489.24
157593	BATTERIES PLUS BULBS	LIFT STATION MAINTENANCE	251.75
157594	BEAL, ANTHONY D	WATER REFUND 47676 WALES CT	530.40
157595	BEAUCHAMP LAWN & SNOW SERVICES	WEED CUTTING (COMM DEVELOP)	1,125.00
157596	BEBES, PATRICIA	WITNESS	21.18
157597	BEBES, RONALD	WITNESS	21.18
157598	BELLE TIRE	VEHICLE MAINTENANCE	908.99
157599	BIDNET	SERVICE FEE	4.38
157600	BLANCHARD, JORDAN	SPECIAL EVENTS	300.00
157601	BOUND TREE MEDICAL LLC	DPS EXPANSION	140.00
157602	BREWIN, LINDA	LIBRARY PROGRAMMING	29.00
157603	BRIEN'S SERVICES INC	GROUND MAINTENANCE (LIBRARY)	1,830.00
157604	BRODART CO.	LIBRARY MATERIAL	8,759.26
157605	BRUSH, EMILY	RAISING A READER EXPENSE	60.12
157606	BUSINESS PAYMENT DEVELOPMENT	BANK SERVICE CHARGES	360.00
157607	BUTLER, LARRY	WORKSHOPS	30.00
157608	C & J PARKING LOT SWEEPING INC	GROUNDS MAINTENANCE	55.00
157609	CADILLAC ASPHALT LLC	CONSTRUCTION: TAFT, CABOT/LEWIS (MAJOR STREETS)	617,195.52
157610	CADILLAC ASPHALT LLC	ROUTINE MAINTENANCE	321.96
157611	CARLISLE WORTMAN ASSOCIATES, INC.	PLAN REVIEW (COMM DEVELOP)	7,112.50
157612	CARPET WORKROOM INC, THE	BUILDING MAINTENANCE (FACILITIES, FIRE)	9,269.02

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157613	CAUCHI, PATRICIA	PETTY CASH	98.16
157614	CBTS LLC	TELEPHONE MAINTENANCE	336.50
157615	CDW GOVERNMENT LLC	INTERNAL TECHNOLOGY - CITYWIDE (IT)	14,725.76
157616	CENTER POINT LARGE PRINT	LIBRARY MATERIAL	20.97
157617	CERTIFIED LABORATORIES	GASOLINE	0.10
157618	CHALLENGE COIN USA	COMMUNITY PROMOTION (POLICE)	2,175.00
157619	CHALLENGER SPORTS TEAMWEAR, LLC	UNIFORMS FOR THE 2019-2020 SPORTS SEASON (P&R)	11,771.45
157620	CHANDRIKA, (SANDY) PATEL	PARK PROGRAM REFUND	250.00
157621	CIVICPLUS, INC.	SERVICE CHARGES (PARKS & REC)	1,097.83
157622	COMPO BUILDERS, INC	BLDG. BOND REFUND (ESCROW)	5,000.00
157623	CONSERVA ELECTRIC SUPPLY, INC.	BUILDING MAINTENANCE	229.20
157624	CORE & MAIN LP	STORM SEWER MAINTENANCE	899.59
157625	CORNERSTONE PAINTING INC	PARK BUILDING MAINTENANCE	850.00
157626	CORRIGAN RECORD STORAGE LLC	RECORDS STORAGE - CITYWIDE (CLERK)	2,082.15
157627	COSTAR REALTY INFORMATION INC	INTERNAL TECHNOLOGY (CM, ASSESSOR, ECON DEVELOP)	1,224.39
157628	COUGAR SALES & RENTAL INC	OPERATING SUPPLIES (WATER & SEWER)	1,383.56
157629	CRANDALL-WORTHINGTON INC	COMMUNITY CENTER	767.59
157630	CUMMINS BRIDGEWAY LLC	VEHICLE MAINTENANCE	624.78
157631	CUSHMAN & WAKEFIELD OF ILLINOIS,	PROFESSIONAL SERVICES (PARKS & REC)	2,750.00
157632	CUTMYTREETDOWN.COM	FORESTRY MAINTENANCE (TREE FUND)	16,036.50
157633	CYNERGY WIRELESS PRODUCTS, INC.	VEHICLE MAINTENANCE (FIRE)	2,728.80
157634	DAISLEY, MICHAEL	REIMBURSEMENT GAS	107.00
157635	DALTON COMMERCIAL CLEANING CORP	BUILDING MAINTENANCE (LIBRARY)	1,325.00
157636	DEBORAH MARTINEZ	CONFERENCE	40.00
157637	DELL MARKETING L.P.	INTERNAL TECHNOLOGY - CITYWIDE (IT)	44,424.40
157638	DEMARIA BUILDING COMPANY, INC.	DPW/GUN RANGE CONSTRUCTION CONTRACT (CIP FUND)	638,035.06
157639	DEMCO INC.	OPERATING SUPPLIES	66.39
157640	DINGES FIRE COMPANY	VEHICLE MAINTENANCE (FIRE)	1,360.89
157641	DORNBOS SIGN & SAFETY INC	TRAFFIC CONTROL SIGN REPLACEMENT PROGRAM	405.99
157642	DRIP DRY WATERPROOFING	BLDG. BOND REFUND (ESCROW)	500.00
157643	DTE ENERGY	ELECTRICITY	598.60
157644	DTE ENERGY	EMERSON PARK STREETLIGHTING (DPW, ESCROW)	20,058.90
157645	DTE ENERGY	STREET LIGHTING OPERATIONS	15,313.39
157646	DU ALL CLEANING INC.	JANITORIAL CONTRACTS (FACILITIES)	8,448.99
157647	EASTMAN FIRE PROTECTION INC	BUILDING MAINTENANCE	734.67
157648	EJ USA, INC.	WATER LINE MAINTENANCE (W&S)	1,269.26
157649	ELEVATOR TECHNOLOGY INC	BUILDING MAINTENANCE (FACILITIES, POLICE)	1,469.60
157650	ELLSWORTH INDUSTRIES INC.	ROUTINE MAINTENANCE (LOCAL STREETS)	1,583.98
157651	EMBASSY SUITES DUBLIN	CONFERENCE	449.48
157652	ENVIRONMENTAL CONSULTING	PROFESSIONAL SERVICES (ESCROW)	4,595.00
157653	VOID		-
157654	FARKAS, JULIE	PETTY CASH	108.03
157655	FERENY, MICHELLE	WITNESS	11.40
157656	FERGUSON WATERWORKS #3386	WATER INSTALLATIONS (WATER & SEWER)	5,508.43
157657	FERNDALE AREA DISTRICT LIBRARY	LIBRARY BOOK	17.00
157658	FIRE STORE, THE	OPERATING SUPPLIES	816.63
157659	FIRE WRENCH OF MICHIGAN	VEHICLE MAINTENANCE (FIRE)	2,166.50
157660	FITNESS THINGS INC	OPERATING SUPPLIES (FIRE)	20,538.16
157661	FLEETPRIDE INC.	VEHICLE MAINTENANCE	263.72
157662	FONSON COMPANY INC.	CONSTRUCTION: FLINT/ BOND STREET (STREETS, DRAIN, W&S)	354,455.21
157663	FOOTE TRACTOR INC	VEHICLE MAINTENANCE	730.52
157664	FOX JR, MARV	SPORTS CAMPS	216.00
157665	GALE/CENGAGE LEARNING	LIBRARY MAINTENANCE	590.19
157666	GARRETT AUTO & TRUCK SERVICE INC	VEHICLE MAINTENANCE (FIRE)	3,182.43
157667	GARRIS, GERYLANN	GAS/CONFERENCE	38.32
157668	GARY'S CATERING INC	SUPPLIES	429.90
157669	GEOSHACK	WATER LINE MAINTENANCE	91.20
157670	GLENDA'S GARDEN CENTER	GROUND MAINTENANCE	767.96
157671	GLOBAL OFFICE SOLUTIONS LLC	OFFICE SUPPLIES - CITYWIDE	2,938.11
157672	GLOBALSTAR USA	TELEPHONE	348.99
157673	GORDON FOOD SERVICE PAYMENT PROC.	SPECIAL EVENTS	772.62
157674	GRAINGER INC, W W	OPERATING SUPPLIES (DPW, FIRE, COMM DEVELOP)	1,974.55
157675	GREAT AMERICA FINANCIAL SERVICES	OPERATING SUPPLIES	85.43
157676	GREAT LAKES ACE	BUILDING MAINTENANCE	12.45
157677	GREAT LAKES POWER & LIGHTING INC.	BUILDING MAINTENANCE (LIBRARY, FACILITIES)	4,991.27
157678	GREAT LAKES PROFILES, INC.	PRE EMPLOYMENT TESTING	160.00
157679	GREAT LAKES WATER AUTHORITY	WATER PURCHASES 8/2019	991,373.14

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157680	GREEN OAK TIRE INC.	VEHICLE MAINTENANCE	199.00
157681	GREGORY PETERSON	TRAINING	45.00
157682	GROEN, KARI	COMMUNITY CENTER	58.00
157683	GRUENWALD, KRISTIE	TUITION REIMBURSEMENT	3,500.00
157684	GUARDIAN ALARM	BUILDING MAINTENANCE	84.27
157685	GUIDOBONO MARK F	BLDG. BOND REFUND (ESCROW)	188,847.00
157686	GUIDOBONO, BUILDING CO	BLDG. BOND REFUND (ESCROW)	5,000.00
157687	H & K JANITORIAL SERVICE INC.	CUSTODIAL SUPPLIES (LIBRARY)	4,024.67
157688	HADLEY'S TOWING LLC	EQUIPMENT MAINTENANCE	400.00
157689	HAHN, DAVID	CHORALAIRES	608.33
157690	HALIS ROZIALI	BLDG. BOND REFUND (ESCROW)	5,000.00
157691	HALT FIRE,INC.	VEHICLE MAINTENANCE (FIRE)	1,450.13
157692	HAROLD'S FRAME SHOP, INC	VEHICLE MAINTENANCE	47.00
157693	HART INTERCIVIC, INC	ELECTION SUPPLIES	220.50
157694	HCP LAND	SEWER AND TAP CONNECTION FEES REFUND (W&S)	249,586.60
157695	HEALTH ALLIANCE PLAN	EMPLOYEE HEALTH INSURANCE	202,000.00
157696	HIGHLAND TOWNSHIP LIBRARY	LIBRARY MATERIAL	18.99
157697	HOLBROOK'S ROOFING CO., INC.	BUILDING MAINTENANCE	275.00
157698	HOLZER FORD INC, TOM	VEHICLE MAINTENANCE	38.63
157699	HOME DEPOT	BUILDING MAINTENANCE	70.13
157700	HOME DEPOT CREDIT SERVICES	GROUND MAINTENANCE/OPERATING SUPPLIES - CITYWIDE	4,517.19
157701	HOSPITALITY HOUSE	HCD (CDBG GRANT FUND)	5,400.00
157702	HOWARD L. SHIFMAN, P.C.	LEGAL FEES - PERSONNEL (HR)	1,276.00
157703	HUNT, CAROL	COURT TRANSCRIPTION SERVICES	135.30
157704	HURON-CLINTON METROPOLITAN	OLDER ADULTS	100.00
157705	IMAGAMERICA	NOVI 50 TH BIRTHDAY T SHIRTS (COMM REL)	3,600.00
157706	IMAGESOFT INC	KOFAX CONVERT TO ONBASE DOCUMENT IMAGING	925.00
157707	IMPACT EVENTS	APPRECIATION EVENING DECOR (COMM REL)	2,180.00
157708	INTERNATIONAL CONTROLS	DPS EXPANSION	650.00
157709	IPS DRUG TESTING SERVICES LLC	MEDICAL SERVICES	80.00
157710	J & B MEDICAL SUPPLY INC	OPERATING SUPPLIES	399.90
157711	JANEENE ZIOZIOS	MILEAGE/MEETING	46.98
157712	JAPAN BUSINESS SOCIETY OF DETROIT	MEMBERSHIP DUES	75.00
157713	JOHN'S SANITATION SERVICE	YOUTH SOCCER LEAGUE	510.00
157714	JUMP-A-RAMA, INC.	YOUTH PROGRAM (PARKS & REC)	1,190.00
157715	KBK LANDSCAPING, INC.	GROUND MAINTENANCE (PARKS MAINT)	21,282.00
157716	KEFORD NOVI TOWING, INC.	VEHICLE MAINTENANCE	200.00
157717	KELLY BREEN	HOTEL/MILEAGE/CONFERENCE	384.63
157718	KIMBALL MIDWEST	OPERATING SUPPLIES (DPW)	5,319.27
157719	KNOX COMPANY	DATA PROCESSING	524.00
157720	KODIAK EMERGENCY VEHICLES	VEHICLE MAINTENANCE (FIRE)	1,656.81
157721	KV SPORTS LLC	ADULT SOFTBALL LEAGUE	62.00
157722	LAFORCE INC.	BUILDING MAINTENANCE	177.00
157723	LANDSCAPE ARCHITECTS & PLANNERS	PROFESSIONAL SERVICES ADA ASSESS (PARKS & REC)	4,653.00
157724	LANDSCAPE STRUCTURES, INC.	ITC CSP TIM POPE PLAYGROUND EQUIPMENT (P&R)	274,848.00
157725	LEISURE UNLIMITED LLC	OLDER ADULTS	735.00
157726	LEXISNEXIS RISK SOLUTIONS	DATA PROCESSING	519.24
157727	LIBRARY DESIGN ASSOCIATES, INC.	SUPPLIES	962.00
157728	LIBRARY NETWORK, THE	TLN AUTOMATION	3,279.00
157729	LINDSAY BELL	MILEAGE/CONFERENCE	148.04
157730	LINDSAY BELL	CONFERENCE/HOTEL	703.60
157731	LOKAR, IRIS J.	OLDER ADULTS	345.60
157732	LOOMIS	ARMORED CAR SERVICE	956.93
157733	M-2 AUTO PARTS, INC.	VEHICLE MAINTENANCE (FIRE, DPW, PARKS MAINT)	1,158.16
157734	MAHONEY, MAUREEN	WITNESS	15.72
157735	MALINOWSKI, JUDITH M.	MEDICAL SERVICE - PRE EMPLOYMENT (POLICE, FIRE)	2,250.00
157736	MARCO TECHNOLOGIES, LLC	OFFICE SUPPLIES	71.14
157737	MARK'S OUTDOOR POWER EQUIPMENT	LAWN MOWER MAINTENANCE	388.04
157738	MATTIES, JAMES	MEMBERSHIP DUES	18.32
157739	MAYER, DEBORAH K	OLDER ADULTS	268.80
157740	MCKENNA ASSOCIATES INC	PLAN REVIEW (COMM DEVELOP)	2,385.00
157741	MCKESSON MEDICAL-SURGICAL GOVT	OLDER ADULTS	120.45
157742	MDE, INC.	OUTSIDE DATA PROCESSING. REMAINDER OF INVOICE	594.00
157743	MEADOWBROOK ART CENTER	OPERATING SUPPLIES	84.48
157744	METRO SEWER CLEANERS INC	LIFT STATION MAINTENANCE	595.00
157745	MICHAEL WALL	MILEAGE/CONFERENCE	252.88
157746	MICHAEL WALL	MEALS/CONFERENCE	150.00

157747	MICHIGAN ASSOCIATION OF PLANNING	MEMBERSHIP DUES	975.00
157748	MICHIGAN AUTOMATIC SPRINKLER INC	GROUND MAINTENANCE	944.00
157749	MICHIGAN LINEN SERVICE, INC.	BUILDING MAINTENANCE (POLICE, FIRE, DPW)	1,911.17
157750	MICHIGAN MUNICIPAL RISK MANAGEMENT	TRAINING	200.00
157751	MICHIGAN OFFICE HEALTH LLC	MEDICAL SERVICE	350.00
157752	MICHIGAN.COM	PRINTING - LEGAL NOTICES CITYWIDE (CLERK)	1,041.48
157753	MIDWEST TAPE, LLC	LIBRARY MATERIAL	4,804.90
157754	VOID		-
157755	MIER, DAVID L.	BUILDING MAINTENANCE (POLICE, FIRE)	1,550.00
157756	MOHAMMED, MAMUN	DEPOSIT REFUND	150.00
157757	MORGAN HOFFEL	COMMUNITY PROMOTION	50.00
157758	MOSS, KANDICE	WITNESS	10.86
157759	MOTOR CITY MADNESS	FENCE REFUND	150.00
157760	MSA TECHNOLOGY PARTNERS LLC	BLDG. BOND REFUND (ESCROW)	23,837.00
157761	MUNICIPAL WEB SERVICES, INC	19/20 MUNICIPAL WEB SERVICES CONTRACT (COMM REL)	5,615.50
157762	NATHAN MUELLER	TRAINING	40.00
157763	NATIONAL FIRE PROTECTION	MEMBERSHIP DUES	175.00
157764	NEU STAR INC	INTERNAL TECHNOLOGY	400.00
157765	NORTHSTAR MAT SERVICE	BUILDING MAINTENANCE	148.00
157766	NORTHVILLE DISTRICT LIBRARY	PROFESSIONAL SERVICES	250.00
157767	NORTHVILLE LOCKSMITH INC., THE	OPERATING COSTS	95.00
157768	NOVI ROTARY CLUB	MEMBERSHIP DUES	830.00
157769	NOVI WATER DEPARTMENT	WATER AND SEWER CITY BUILDINGS	23,931.83
157770	NOVI, CITY OF	CITY SHARE OF FEES COLLECTED	4,145.00
157771	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	483.44
157772	OAKLAND COMMUNITY COLLEGE	TRAINING	255.00
157773	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSES	696.75
157774	OAKLAND COUNTY DRAIN COMMISSIONER	OCDL PERMIT	200.00
157775	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/SEBA/WATER SERVICE LEAD ESMT	30.00
157776	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/SEBA/SAN. SEWER SYS. ESMT	30.00
157777	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/ SEBA TERM OF DECLARATION	30.00
157778	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/ISLAND LAKE PH 8 WARRANTY	35.00
157779	OAKLAND COUNTY REGISTER OF DEEDS	RECORDING FEE/LAKEVIEW /LICENSE AGREEMENT	30.00
157780	OAKLAND COUNTY REGISTER OF DEEDS	TERMINATION OF MONITORING-MAGNA	30.00
157781	OAKLAND COUNTY REGISTER OF DEEDS	DISCHARGE CLAIM OF INTEREST	30.00
157782	OAKLAND COUNTY REGISTER OF DEEDS	VILLAS AT STONEBROOK / WARRANTY DEED	35.00
157783	OAKLAND COUNTY TREASURER	TRAILER TAX/AUGUST 9/2019	4,502.50
157784	OAKLAND COUNTY TREASURER	2019 Sum Tax Refund 50-99-00-020-001	491.20
157785	OAKLAND COUNTY TREASURERS	CLEMIS, SEWAGE DISPOSAL 9/2019, MARINE (POLICE, W&S)	702,848.75
157786	OAKLAND COUNTY WATER RESOURCES	IWC CHARGES AND SEWAGE DISPOSAL 2/2019 (W&S)	474,857.53
157787	OFFICE CONNECTION, THE	OFFICE SUPPLIES	1,279.60
157788	OFFICE DEPOT	OFFICE SUPPLIES	515.36
157789	ON DUTY GEAR, LLC	ANNUAL VEST PURCHASES 2019-20	1,635.00
157790	ORCHARD, HILTZ & MC CLIMENT	PROFESSIONAL SERVICES - VAR W&S PROJECTS	104,223.89
157791	ORIENTAL TRADING CO INC	LIBRARY PROGRAMMING	126.47
157792	ORKIN	BUILDING MAINTENANCE	111.44
157793	PAATHSHALA, INC	OLDER ADULTS	359.80
157794	PASQUALONE, SUSAN LYNN	WITNESS	16.26
157795	PENCE, KAREN	PARK PROGRAM REFUND	57.00
157796	PEP BOYS MANNY MOE AND JACK	VEHICLE MAINTENANCE (FIRE)	1,904.12
157797	PEPPER & SON INC, J.W.	CHORALAIRES	134.13
157798	PERFECT CLEANERS OF DETROIT, INC	COMMUNITY CENTER	931.75
157799	PETERSON, GREGORY	LUNCH	45.00
157800	PLANNING & ZONING CENTER INC	SUPPLIES	360.00
157801	PORTS PETROLEUM COMPANY INC	GASOLINE	17,865.21
157802	POSITIVE PROMOTIONS, INC.	COMMUNITY PROMOTION	666.98
157803	PPG ARCHITECTURAL FINISHES	FIRE HYDRANT PAINTING SUPPLIES (FIRE)	2,370.80
157804	PRECISE MRM LLC	EQUIPMENT MAINTENANCE	823.20
157805	PREMIER SAFETY	OPERATING SUPPLIES	48.12
157806	PRESSURE VESSEL TESTING	BUILDING MAINTENANCE	75.00
157807	PRINTING SYSTEMS	NOVEMBER 5, 2019 BALLOTS AND BALLOT FOLD (CLERK)	5,241.68
157808	PRIORITY ONE EMERGENCY	VEHICLE MAINTENANCE	388.21
157809	PRODUCTION TOOL SUPPLY CO LLC	OPERATING SUPPLIES	277.45
157810	PROFESSIONAL SERVICE INDUSTRIES INC	MATERIAL TESTING: CABOT/ LEWIS, TRANS X (MAJOR STREET)	12,107.50
157811	PULTE HOMES OF MI	BLDG. BOND REFUND (ESCROW)	10,000.00
157812	PULTE HOMES OF MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	5,000.00
157813	PULTE HOMES OF SE MICHIGAN LLC	BLDG. BOND REFUND (ESCROW)	10,000.00

157814	QUALITY FIRST AID & SAFETY, INC.	OPERATING SUPPLIES	530.34
157815	QUICK SILVER MARKETING SOLUTIONS	COMMUNITY PROMOTION (LIBRARY)	1,359.57
157816	QUILL CORPORATION	OFFICE SUPPLIES	356.56
157817	R.C. TUTTLE REFINISHING CO	RETAINAGE PAYOUT (TREE FUND)	10,528.00
157818	R.W. MEAD & SONS	CONTRACTUAL SERVICES (FACILITIES, POLICE)	2,280.00
157819	RECIPROCAL ELECTRICAL, THE	MEETING	45.00
157820	RED WING SHOE STORE	SUPPLIES	499.97
157821	REDFORD LOCK COMPANY INC	BUILDING MAINTENANCE (CIP, POLICE, FACILITIES)	9,306.38
157822	REHMANN ROBSON	FINANCIAL STATEMENT AUDIT FYE 06/30/2019 (FINANCE)	23,000.00
157823	REPUBLIC SERVICES, INC	LIFT STATION MAINTENANCE	347.37
157824	RHINO SEED & LANDSCAPE	WATER LINE MAINTENANCE	676.61
157825	RKA PETROLEUM COS., INC	GASOLINE	10,635.37
157826	ROB PETTY	LODGING/CONGERENCE	467.50
157827-157832	ROSATI, SCHULTZ, JOPPICH &	LEGAL FEES 8/2019 & 9/2019 (GF, ESCROW)	61,721.57
157833	ROSS, MICHAEL	ADULT SOFTBALL LEAGUE	80.00
157834	ROWERDINK INC	VEHICLE MAINTENANCE (POLICE)	1,055.56
157835	ROYAL TRUCK & TRAILER SALES & SVC	VEHICLE MAINTENANCE	925.99
157836	RRRASOC	2019 HOUSEHOLD HAZARDOUS WASTE DAY - NOVI (DPW)	36,700.10
157837	RYL FLEXIBILTY THERAPIES LLC	OLDER ADULTS	955.00
157838	SAGE CONTROL ORDNANCE, INC	SUPPLIES	28.00
157839	SAM'S CLUB DIRECT	OPERATING SUPPLIES	27.28
157840	SAM'S CLUB DIRECT	OPERATING SUPPLIES	102.64
157841	SANITOR MANUFACTURING CO	BUILDING MAINTENANCE	175.38
157842	SAVIN LAKE SERVICES, INC.	WALLED LAKE BOARD (ESCROW)	34,868.34
157843	SCHULKEY, DANIEL	TUITION	607.50
157844	SCODELLER CONSTRUCTION, INC.	TECHCRETE ROAD REPAIR (MAJOR STREETS)	331,284.63
157845	SECURITY CORPORATION	PROFESSIONAL SERVICES (CIP, FORFEITURE)	10,078.80
157846	SENSOURCE INC	SUPPLIES (LIBRARY)	1,235.00
157847	SIDDIQUI PROPERTIES LLC	BLDG. BOND REFUND (ESCROW)	25,971.00
157848	SIG SAUER, INC	INDOOR GUN RANGE	975.70
157849	SIGNATURE SERVICES	CONCRETE CURB REPAIRS (LOCAL STREETS)	26,585.50
157850	SIMON, STACY	REIMBURSEMENT FOR GAS	134.98
157851	SITONE LANDSCAPE SUPPLY, LLC	STORM SEWER MAINTENANCE	622.99
157852	SJR PAVEMENT REPAIR	SPRAY PATCH ROAD REPAIR (LOCAL STREETS)	20,388.00
157853	SNELL, STEVEN	MEALS/TRAINING	70.00
157854	SOVEL'S SERVICE CENTER	VEHICLE MAINTENANCE	189.00
157855-157862	SPALDING DE DECKER	PROFESSIONAL SERVICES (ESCROW)	60,510.01
157863	STATE INDUSTRIAL PRODUCTS	PARK BUILDING MAINTENANCE	718.97
157864	STATE OF MICHIGAN	COST SHARE: BRIDGE PREVENTATIVE MAINTENANCE (STREETS)	11,775.43
157865	STATE OF MICHIGAN	UNEMPLOYMENT LIABILITY - CITYWIDE (FINANCE)	8,074.07
157866	STATE OF MICHIGAN	LIVESCAN	562.25
157867	SUBURBAN CHRYSLER DODGE JEEP RAM	VEHICLE MAINTENANCE	416.72
157868	SUPERIOR AIR-GROUND AMBULANCE	OPERATING SUPPLIES	340.00
157869	SUPERIOR MATERIALS LLC	STORM SEWER MAINTENANCE	803.75
157870	SZELAP, CHRISTINE E. HEFFERNAN	KARATE (PARKS & REC)	4,182.50
157871	T-MOBILE USA, INC	TELEPHONE	250.71
157872	TECHSAL	YOUTH SOCCER LEAGUE	700.00
157873	TERMINIX PROCESSING CENTER	BUILDING MAINTENANCE	175.00
157874	TESTING ENGINEERS	PROFESSIONAL SERV - VAR CITY PROJ (STREETS, CIP, W&S)	36,168.71
157875	THELEN LANDSCAPE INC	GROUNDS MAINTENANCE	125.00
157876	THOMSON REUTERS - WEST	SUPPLIES	277.50
157877	TINA HOTCHKISS	ART EXHIBIT	84.00
157878	TOEBE CONSTRUCTION LLC	CONST: CRESCENT BLVD (NW RING ROAD) (MAJOR STREETS)	198,415.25
157879	TREDROC TIRE SERVICES, LLC	EQUIPMENT MAINTENANCE	36.95
157880	TRI-COUNTY INTERNATIONAL	EQUIPMENT MAINTENANCE (DPW)	10,179.67
157881	TRI-COUNTY PLUMBING INSPECTORS	WORKSHOP	25.00
157882	TROXTEL, JUSTIN	MEMBERSHIP DUES	75.00
157883	TRUCK & TRAILER SPECIALTIES, INC.	VEHICLE MAINTENANCE & NEW PLOW TRUCK (DPW)	131,812.11
157884	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT RENTAL - COPIERS (LIBRARY)	2,620.00
157885	VALVOLINE LLC	VEHICLE MAINTENANCE	76.49
157886	VARIPRO	EMPLOYEE FLEXIBLE SPENDING REIMBURSEMENT	4,010.74
157887	VERIZON WIRELESS	TELEPHONE	419.03
157888	VIAU, RUSSELL	ADULT SOFTBALL LEAGUE	420.00
157889	VOSS LIGHTING	BUILDING MAINTENANCE	93.00
157890	W.W. WILLIAMS MIDWEST, INC.	BUILDING MAINTENANCE (W&S, FIRE, FACILITIES)	2,407.73
157891	WALSH COLLEGE	CITY WIDE TRAINING (CM)	3,923.70
157892	WASTE MANAGEMENT OF MI INC	TRASH 9/2019 (RUBBISH FUND)	211,913.02

157893	WATKINS, CAROLYN	PARK PROGRAM REFUND	30.00
157894	WEINGARTZ SUPPLY CO INC	VEHICLE MAINTENANCE (FIRE)	1,113.00
157895	WESTIN NASHVILLE, THE	HOTEL/CONFERENCE (LIBRARY)	1,342.29
157896	WORLDVIEW TECHNOLOGIES GROUP	INTERNAL TECHNOLOGY - CITYWIDE (IT)	3,478.80
157897	WT COX INFORMATION SERVICES	LIBRARY MATERIAL	15,303.20
157898	WUOTINEN, KEITH	CONFERENCE/MEALS	410.00
EFT	FIFTH THIRD BANK P-CARD	SEPTEMBER PURCHASES	109,853.93

	STK SHUTTERSTOCK	CR: Operating supplies	49.00
	STK SHUTTERSTOCK	CR: Operating supplies	49.00
	BAUDVILLE INC.	CR: Employee recognition	661.50
	AMZN MKTP US E893Q4FB3	CR: Operating supplies	17.79
	WALGREENS #4454	CR: Employee recognition	5.99
	HILTON	CR: Conferences/workshops	656.31
	DELTA	CR: Conferences/workshops	30.00
	UBER TRIP	CR: Conferences/workshops	37.22
	UBER TRIP	CR: Conferences/workshops	2.00
	UBER TRIP	CR: Conferences/workshops	37.69
	DELTA	CR: Conferences/workshops	30.00
	AMZN MKTP US MOBAS0PA0	CR: Employee recognition	17.08
	STK SHUTTERSTOCK	CR: Operating supplies	49.00
	PAYPAL PUREOAKLAND	DPW: Conferences/workshops	25.00
	PAYPAL PUREOAKLAND	DPW: Conferences/workshops	25.00
	PAYPAL PUREOAKLAND	DPW: Conferences/workshops	25.00
	GRAND TRAV RESORT	DPW: Conferences/workshops	599.10
	PAYPAL BWMSTRAININ	DPW: Conferences/workshops	660.00
	AMZN MKTP US 115QR53R3	DPW: Expansion project	131.70
	SAN MARINO IRON CO	FM: Novi Special relocation	4,950.00
	AMAZON.COM QY11H2GJ3 A	DPW: Expansion project	63.99
	AMZN MKTP US	DPW: Expansion project	(617.24)
	MOBILE MINI	DPW: Expansion project	155.61
	AMZN MKTP US	DPW: Expansion project	(127.73)
	AMAZON.COM V14CN8WR3 A	DPW: Expansion project	320.99
	AMZN MKTP US VY4FP2653	DPW: Expansion project	617.24
	AMAZON.COM ID8BB0VS3 A	DPW: Expansion project	158.80
	AMZN MKTP US KC2FY0OX3	DPW: Expansion project	17.49
	AMZN MKTP US MO5OU6BB0	DPW: Expansion project	145.45
	AMAZON.COM 2F7EJ2MN3 A	DPW: Expansion project	66.99
	AMAZON.COM MO00P0560 A	DPW: Expansion project	56.99
	AMZN MKTP US 8H6IW2WY3	FM: Novi Special relocation	999.96
	AMZN MKTP US BN8LS9HD3	DPW: Expansion project	24.59
	AMAZON.COM MO5B686J1	DPW: Expansion project	139.98
	AMZN MKTP US MO2WV7A80	DPW: Expansion project	79.80
	AMZN MKTP US MO12R6EW0	DPW: Expansion project	390.46
	ROLLABELS INK, INC	CD: Office supplies	105.00
	BNZ GAME OFFICIALS	PRCS: Referee payments	1,136.86
	AMAZON.COM GW1BD9AY3 A	PRCS: Program supplies	10.44
	BNZ GAME OFFICIALS	PRCS: Referee payments	561.09
	BNZ GAME OFFICIALS	PRCS: Referee payments	1,152.83
	FACEBK X329WKJR82	PRCS: Marketing expense	10.00
	FACEBK X329WKJR82	PRCS: Marketing expense	6.57
	EB 2019 MI APWA OPERA	DPW- workshop registration	323.16
	SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
	SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
	SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
	MTU-CASHIERS OFFICE WE	DPW: Conferences/workshops	510.00
	WWW.PRINTINGSYSTEMS.US	Clerk: Elections	733.06
	WWW.PRINTINGSYSTEMS.US	Clerk: Elections	642.46
	WWW.PRINTINGSYSTEMS.US	Clerk: Elections	613.41
	WWW.PRINTINGSYSTEMS.US	Clerk: Elections	1,960.93
	STAPLES DIRECT	Clerk: Elections	40.98
	WHITAKERBROTHERS.COM	Clerk: Elections	1,195.00
	U-HAULNOVI FEED LLC	Clerk: Elections	66.66
	FACEBK TQK8QNNQG2	PRCS: Marketing expense	12.00
	REV.COM	CR: Cable production	26.00
	ENVATOMARKET49176346	CR: Cable production	30.00
	AUDIOBLOCKS 855-766-77	CR: Cable production	15.00
	THE HOME DEPOT #2737	CR: Cable production	37.97

REV.COM	CR: Cable production	3.00
AMAZON.COM FJ6XX8H53	CR: Cable production	79.05
REV.COM	CR: Cable production	6.00
STAR LINE MACKINAC ISL	PD: Conference	45.00
AMZN MKTP US MO86Z66W0	Clerk: Elections	25.47
INTERNATIONAL MUNICIPA	DPW: Conferences/workshops	1,190.00
INTERNATIONAL MUNICIPA	DPW: Conferences/workshops	427.98
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
MTU-CASHIERS OFFICE WE	DPW: Conferences/workshops	340.00
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
AMAZON.COM SA5TPOXP3	OAS: Office supplies	24.99
AMAZON.COM NJ93X8ZY3 A	OAS: Program supplies	5.99
AMZN MKTP US 2G5PS3M03	OAS: Fitness program	23.94
FACEBK E3XH3PN4E2	OAS: Fitness program	17.00
AMZN MKTP US MO6II0SP2	OAS: Program supplies	59.99
SPEEDWAY 02367 PONTIAC	PD: Gas	37.82
MARATHON PETRO97691	PD: Gas	45.17
MARATHON PETRO97691	PD: Gas	46.38
BP#6893168R A DAVISQPS	PD: Gas	48.46
EXXONMOBIL 97325468	PD: Gas	30.00
SPEEDWAY 03626 BAY CIT	PD: Gas	25.00
WIXOM VALERO	PD: Gas	37.42
5.11 TACTICAL	PD: Uniforms	725.82
GALLS	PD: Secret Service	380.53
PANERA BREAD #600667 P	PD: Conference	14.83
MEIJER # 122	PD: Operating supplies	83.60
SHELL OIL 57444954309	PD: Gas	3.25
AMAZON.COM 2J62V6TM3	PRCS: Program expenses	69.98
MAISANO'S	PRCS: Program expenses	420.00
MEIJER # 122	PRCS: Program supplies	100.96
MEIJER # 122	PRCS: Program supplies	163.45
MEIJER # 122	PRCS: Program supplies	163.44
FACEBK NG2CYLSE42	PRCS: Marketing	31.79
FACEBK NG2CYLSE42	PRCS: Marketing	34.05
FACEBK NG2CYLSE42	PRCS: Marketing	40.00
FACEBK NG2CYLSE42	PRCS: Marketing	20.00
FACEBK NG2CYLSE42	PRCS: Marketing	20.00
FACEBK NG2CYLSE42	PRCS: Marketing	8.45
FACEBK NG2CYLSE42	PRCS: Marketing	9.23
APPRAISAL INSTITUTE	Assess: Conference	100.00
REALCOMP II LTD	Assess: Membership	201.00
RADISSON	PRCS: Conferences/workshops	40.00
UBER TRIP	PRCS: Conferences/workshops	7.90
SQU SQ MCCOYS TAXI SE	DPW: Conferences/workshops	34.50
AMERICAN AIRLINES	DPW: Conferences/workshops	30.00
WASTE MGMT WM EZPAY	DPW: Rubbish	1,665.54
GRAND TRAV RESORT	DPW: Conferences/workshops	599.10
EB 2019 MI APWA OPERA	DPW: Conferences/workshops	323.16
EB 2019 MI APWA OPERA	DPW: Conferences/workshops	323.16
CROWNE PLAZA HOTELS	DPW: Conferences/workshops	1,020.64
DELTA	DPW: Conferences/workshops	30.00
DELTA	DPW: Conferences/workshops	30.00
CARRIAGE CLEANERS	PRCS: Community center	30.00
B&H PHOTO 800-606-696	CR: Cable production	156.36
EPIDEMIC SOUND	CR: Cable production	144.00
B&H PHOTO 800-606-696	CR: Cable production	496.08
GFS STORE #1985	OAS: Program supplies	20.97
GFS STORE #1985	OAS: Program supplies refund	(37.05)
MICHAELS STORES 3744	OAS: Program supplies refund	(6.70)
LEE S CHICKEN	OAS: Program expense	959.77
KROGER #632	OAS: Program supplies	93.64
GFS STORE #1985	OAS: Program supplies	10.52
GFS STORE #1985	OAS: Program supplies	37.05
GUERNSEY FARMS RESTAUR	OAS: Program supplies	64.40
AMZN MKTP US M933T6E23	OAS: Program supplies	58.65
MICHAELS STORES 3744	OAS: Program supplies	6.32

KROGER #632	OAS: Program supplies	15.54
PAYPAL ABWA	LIB:Membership/Dues	115.00
PLA	LIB:Conferences/Workshops	305.00
BUSINESS RADIO LICENSI	LIB: Licensing	95.00
MICHIGAN LIBRARY ASSOC	LIB:Membership/Dues	85.00
PARADISE PARK	LIB:Program Expense	45.00
MICHIGAN LIBRARY ASSOC	LIB:Conference/Workshops	160.00
MICHIGAN LIBRARY ASSOC	LIB:Conferences/workshops	310.00
MICHIGAN LIBRARY ASSOC	LIB:Conferences/Workshops	160.00
AMERLIBASSOC ECOMMERCE	LIB:Conferences/Workshops	59.00
CONTAINERSTORENOVI	LIB:Technology Expense	117.90
WAYFAIR WAYFAIR	LIB:Chairs	(6.57)
JOANN STORES #1933	LIB:Program Expense	28.16
JOANN STORES #1933	LIB:Technology Expense	24.99
FREDPRYOR CAREERTRACK	LIB:Conferences/Workshops	596.00
WAYFAIR WAYFAIR	LIB:Chairs	116.05
APL APPLE ONLINE STORE	LIB:Computer Software	104.94
COTTAGE INN PIZZA - CO	LIB:Program Expense	180.35
INT IN BRAND IT ADVER	LIB:Community Promotion	795.00
EB MIDWEST CRAFT CON	LIB:Conferences/Workshops	210.09
TELNETWORLDWIDE	LIB:Telephone	411.03
RED OLIVE XV	LIB:Community Promotion	53.00
UPS ADJ00247220073591	LIB:Postage	16.40
CANVA 02432-15292579	LIB:Computer Software	119.40
BC.BASECAMP 1613811	IS: Internal technology	49.00
AMAZON WEB SERVICES	CD: Hosting Fee	81.70
AMAZON WEB SERVICES	DPW: Hosting Fee	81.69
AMAZON WEB SERVICES	W&S: Hosting Fee	81.69
AMAZON WEB SERVICES	W&S: Neptune Hosting Fee	1,276.77
AMERICAN ASSOC OF CODE	CD: Conferences/workshop	475.00
AMERICAN ASSOC OF CODE	CD: Memberships/dues	75.00
PAYPAL FSCI	CD: Conferences/workshop	75.00
PAYPAL FSCI	CD: Conferences/workshop	75.00
PLURALSIGHT	IT: Online Training	29.00
VOLGISTICS INC	Mgr: Volunteer software	214.00
SQU SQ ADLERS SERVICE	PM: Equipment maintenance	386.25
MICHIGAN GREEN INDUSTR	PM: Memberships/dues	450.00
ISA	DPW: Memberships/dues	135.00
LITTLE CAESARS #0057	DPW: Conferences/workshops	54.74
CROWNE PLAZA HOTELS	DPW: Conferences/workshops	1,221.72
CROWNE PLAZA HOTELS	DPW: Conference refund	(201.08)
AIRLINES PARKING	DPW: Conferences/workshops	60.00
DELTA	DPW: Conferences/workshops	30.00
AMERICAN PUBLIC WORKS	DPW: Conferences/workshops	153.59
SHANTY CREEK RESORTS -	DPW: Conferences/workshops	108.00
DELTA	DPW: Conferences/workshops	30.00
TRACTOR SUPPLY #1500	PD: Vehicle maintenance	63.98
ALRO STEEL CORP	DPW: Vehicle maintenance	287.34
PAYPAL 100 BEST	DPW: Conferences/workshops	190.00
SEC OF STATE ESERVICES	PD: Vehicle maintenance	20.35
NOVI CHAMBER OF COMMER	CR: Conferences/workshops	10.00
OAKLAND PRESS	CR: Periodicals	9.40
AMAZON.COM MO9NM86M0	CR: Employee recognition	1,700.00
OAKLAND PRESS	CR: Periodicals	9.40
AMZN MKTP US TB9U96H83	FD: Office supplies	6.95
PAYPAL MEGASTORE36	PD: Operating supplies	125.06
EBAY O 14-03923-92923	PD: Uniforms	49.95
DTV DIRECTV SERVICE	PD: Satellite/cable contract	35.00
KENDALL HUNT PUBLISHIN	PD: Operating supplies	626.26
BEST BUY MHT 00004176	PD: Office supplies	109.99
SMARTDRAW SOFTWARE LLC	FD: Data processing	976.30
PAYPAL OPTIMIZINGR	Mgr: City Wide Training	2,000.00
BUSCH'S #1205	PD: Conference expense	27.45
CALIBRE PRESS	PD: Training	249.00
GREAT WOLF	PD: Conferences/workshops	125.30
PAYPAL FBINAAMI	PD: Conferences/workshops	75.00
AMZN MKTP US 914JZ7U33	PD: Office supplies	32.82

AMZN MKTP US LI0297323	PD: Office supplies	7.94
LAW ENFORCEMENT SEMINA	PD: Training	350.00
COMFORT INNS	PD: Conferences/workshops	110.25
BIG TOMMYS PARTHENON	FD: Conference expense	318.75
AMZN MKTP US YE3CI8KW3	PD: Office supplies	39.66
NFPA NATL FIRE PROTECT	FD: Operating supplies	265.10
MICROSOFT STORE	PD: Secret Service	211.99
BUSCH'S #1205	PD: CERT	38.05
GRAND HOTEL	PD: Conference refund	(37.26)
USPS PO 2568700167	PD: Postage	33.00
AMZN MKTP US MO46A9SA0	PD: Office supplies	7.25
NFPA NATL FIRE PROTECT	FD: Periodicals	466.70
MSAB INC	PD: Secret Service	3,250.00
GETDATA PTY LTD	PD: Secret Service	495.00
WEB NETWORKSOLUTIONS	I.S: Internal technology	39.99
INTERNATION	I.S.: Membership	200.00
PCW PC WORLD MAGAZINE	I.S.: Magazines/periodicals	19.97
CLB MI GMIS 01 OF 01	I.S.: Conferences/workshops	100.00
MUELLER CO LTD.	W&S: Water line maintenance	127.44
TOOLTOPIA	W&S: Water line maintenance	(35.70)
TOOLTOPIA	W&S: Water line maintenance	630.70
TOOLTOPIA	W&S: Water line maintenance	(630.70)
TOOLTOPIA	W&S: Water line maintenance	630.70
THE HOME DEPOT #2737	W&S: Operating supplies	23.94
TRACTOR SUPPLY #1500	W&S: Operating supplies	134.99
AMTRAK .CO2590624556575	PD: Conference	210.00
REEFER PETERBILT	W&S: Vehicle maintenance.	312.68
INT'L CODE COUNCIL INC	W&S: Conferences/workshops	105.00
PAYPAL BWMSTRAININ	W&S: Conferences/workshops	660.00
MARRIOTT	CR: Conferences/workshops	516.24
SPIRIT AIRLINES-SPIRIT	CR: Conferences/workshops	30.00
METRO AIRPORT PARKING	CR: Conferences/workshops	56.00
UBER TRIP	CR: Conferences/workshops	18.88
SPIRIT AIRLINES-SPIRIT	CR: Conferences/workshops	30.00
UBER TRIP	CR: Conferences/workshops	21.09
HOTEL ESSEX	Mgr: Conferences/workshops	260.84
CITY OF ROYAL OAK PARK	Mgr: Conferences/workshops	11.00
PARKING EP/PS	Mgr: Conferences/workshops	12.50
MICHIGAN MUNICIPAL LEA	Council: Conferences/workshops	449.00
ATT CONS PHONE PMT	FACILITES - Utilities - Telephone	11,999.43
SPECTRUM	FACILITIES - Utilities - Cable	6,720.16
FEDEX 490784187	Eng: Postage	20.88
MGFOA MEMBERSHIP DUES	FIN: Memberships/dues	120.00
FEDEX 490286107	Eng: Postage	32.83
FEDEX 490166860	Eng: Postage	17.93
VZWLSS APOCC VISB	FACILITES - Utilities - Telephone	10,966.31
D J WALL-ST-JOURNAL	Mgr: Periodicals	38.99
CONSUMERS ENERGY CO	FACILITIES - Utilities - Gas	13,841.94
CENTURYLINK/SPEEDPAY	FACILITES - Utilities - Telephone	603.94
AMZN MKTP US 9X2A89MF3	FD: Building maintenance	45.98
AMZN MKTP US J13GW0D73	CR: Internal technology	8.70
AMAZON.COM 274AC23D3	IS: Internal technology	20.81
AMAZON.COM GC1D45H03	IS: Operating supplies	148.08
AMAZON.COM CM0I88AD3	CR: Internal technology	80.96
AMZN MKTP US 905PP8CN3	FM: Office supplies	15.99
AMAZON.COM 9H7NB0UB3 A	FM: Building maintenance	58.96
SHANTY CREEK RESORTS -	HR: Conferences/workshops	353.32
MICHIGAN MUNICIPAL LEA	HR: Office supplies	47.28
AMZN MKTP US D56FZ6373	HR: Employee wellness	9.99
NATL STDNT CLEARINGHOU	HR: Pre-employment testing	14.95
HR CERTIFICATION INSTI	HR: Conferences/workshops	495.00
HRCP LC	HR: Conferences/workshops	398.11
BRANDMAN UNIVERSITY	HR: Conferences/workshops	640.00
APT US&C	Treas: Membership	232.00
WHITLOCK BUSINESS SYST	Treas: Utility postage	1,938.41
WHITLOCK BUSINESS SYST	Treas: Bank charges refund	(904.63)
WHITLOCK BUSINESS SYST	Treas: Print utility bills	781.25

SAMSClub.COM	PRCS: Program expense	40.72
AMZN MKTP US 0L36X7NM3	PRCS: Program expense	9.99
PANERA BREAD #600667	PRCS: Villa Barr oper expense	31.23
SMK SURVEYMONKEY.COM	PRCS: Community promotion	384.00
MUSIC THEATRE INTERNAT	PRCS: Program expense	572.15
CRESTLINE - ECOMMERCE	PRCS: Program supplies	637.06
GROUPMAP TECHNOLOGY	Council: Internal technology	8.00
GREAT LAKES WOMENS BUS	ED: Conferences/workshops	225.00
SOCIETYFORHUMANRESOURC	Mgr: Memberships/dues	189.00
IMPERIALHOTEL FRONT	ED: Conferences/workshops	1,242.50
METRO AIRPORT PARKING	ED: Conferences/workshops	12.00
IMPERIAL HOTEL PARKSID	ED: Conferences/workshops	40.13
DELTA	ED: Conferences/workshops	350.00
GREAT LAKES ACE HDWE	CR: Event supplies	83.55
PANERA BREAD #608009	CR: Employee recognition	105.92
MILLENNIUM LIMOSINES	CR: Ambassador Academy	260.00

GRAND TOTAL

\$ 7,821,755.50

GENERAL FUND	101	1,247,798.72
MAJOR STREET FUND	202	1,092,535.97
LOCAL STREET FUND	203	598,986.63
MUNICIPAL STREET FUND	204	11,998.04
PARKS, REC & CULTURAL SVCS FUND	208	334,306.62
TREE FUND	209	139,283.82
DRAIN FUND	210	29,950.91
RUBBISH COLLECTION FUND	226	211,913.02
PEG CABLE FUND	263	2,514.80
COMMUNITY DVLPMNT BLOCK GRANT FUND	264	5,400.00
FORFEITURE FUND	266	8,388.60
LIBRARY FUND	268	61,373.12
LIBRARY CONTRIBUTION	269	919.26
CAPITAL IMPROVEMENT PRGRM (CIP) FUND	400	1,058,275.74
WATER AND SEWER FUND	592	2,580,026.60
SENIOR HOUSING FUND	594	125.35
AGENCY FUND	701	434,648.37
TAX FUND	702	738.39
STREET LIGHTING 204109 - WEST OAKS ST	854	594.30
STREET LIGHTING 204 81 - WEST LAKE DRIVE	855	247.13
STREET LIGHTING 204108 - TOWN CENTER ST	856	1,730.11

GRAND TOTAL

\$ 7,821,755.50