



WALKABLE NOVI COMMITTEE

AGENDA

October 21, 2021 at 6:00 p.m.
City Council Conference Room
(248) 347-0475

Members: John Avdoulos, Edward Roney, Justin Fischer, Andrew Mutch, Salene Riggins and Brian Smith

Staff Support: Lindsay Bell, Senior Planner, Community Development
Barbara McBeth, City Planner, Community Development
Madeleine Kopko, Planning Assistant, Community Development
Jeff Muck, Director of Parks, Recreation and Cultural Services
Rebecca Runkel, Project Engineer, Public Works

ROLL CALL

APPROVAL OF AGENDA

AUDIENCE PARTICIPATION

MATTERS FOR DISCUSSION

- a. Hills 275 Trailhead
- b. 2022 Tentative Meeting Schedule
- c. 6-10-2021 Walkable Novi Committee Meeting Minutes

STAFF UPDATES

1. Planning Update
2. Parks, Recreation and Cultural Service Update
3. Engineering Update
 - a. Safe Routes to School
 - b. Active Non-Motorized Public Projects

COMMUNICATIONS

ADJOURN

Hills 275 Trailhead



(<https://www.candgnews.com/FallFest>)



(https://www.candgnews.com/admin/articles/temp_image/b857a5a750ed8089b934505c43f259bd.jpeg).

**It took approximately five years to develop the Hills 275 Trailhead, which is considered the first trailhead along a federal highway in Michigan. Local artists assisted with creating the look at the Hills 275 Trailhead.
Photo by Patricia O'Blenes**

Farmington Hills makes history with Hills 275 Trailhead

By: Mark Vest (/reporterbio/mark-vest) | **Farmington Press**

(<https://www.candgnews.com/newspaper/farmingtonpress>) | **Published September 20, 2021**

FARMINGTON HILLS — Back in 2016, Farmington Hills Deputy Director of Special Services Bryan Farmer was heading home and trying to find the quickest route to get there.

During his trip he saw a historical property off of Nine Mile and Haggerty roads, and thought, “Man, that would be cool to make a trailhead right there.”

Farmer said it was just a random thought, but not long afterwards he got a phone call that began a process of turning it into more than that.

“A month later I get a phone call from our liaison, from our historic commission, and the historic commission had an inquiry about a property called the David Simmons home, and that was actually on Haggerty Road, between Eight and Nine Mile,” Farmer said.

The David Simmons House wasn’t the one Farmer had seen on his trip approximately a month prior, but what he heard on the other end of the phone was enough to get his attention.

“Between Eight and Nine Mile there’s this property that a developer wanted to put a hotel on, but it was a historic property with a home on it,” he said. “I looked it up as we were talking, and (it) happened to be right off the trail of 275. ... That’s like, ‘That’s crazy that I’d get this call now.’”

Farmer said he informed the person on the other end of the phone that the city wasn’t going to take the house, but he did pose a question.

“What do you think about making a trailhead off of that? Keeping the house there — maybe we could use the house for something else and the hotel can still be built,” he said. “That’s sort of how the idea came about.”

That idea spawned what came to be known as the Hills 275 Trailhead, which took approximately five years to develop and is considered the first trailhead along a federal highway in Michigan.

On Aug. 30, Farmington Hills city officials cut the ribbon at the trailhead, which is located at 22100 Haggerty Road in Farmington Hills.

According to a press release from the city of Farmington Hills, “The significance of (the) Hills 275 Trailhead is that it is the first trailhead along a federal highway that was approved and given access onto a FHWA (Federal Highway Administration) limited access right of way and access a highway trail through MDOT (Michigan Department of Transportation) property.”

Information provided by the city also states that the Hills 275 Trailhead borders the 275 Metro Trail, which was the first trail ever created along a federal highway in the country back in the 1970s.

The Hills 275 Trailhead was developed as part of a public unit development between Woodspring Suites Hotel and the city of Farmington Hills.

The David Simmons House is located on the property, but it was repurposed into an office building.

The trailhead provides dedicated parking for 275 Metro Trail users, and it offers amenities such as a water bottle filler station, bike racks, seating, trail information, and a bike repair station.

According to the city's press release, with a place to legally park and access the 275 Metro Trail, "Trail users are provided a safe way to access the trail and ultimately have the opportunity to travel by trail to Lake Huron, Lake Michigan, and even the Upper Peninsula, by way of the Lake-to-Lake Trail and the Iron Belle Trail that is being established in the state of Michigan."

Farmer said that local artist Molly McNeece created some artwork for the trailhead, with another local artist, Ted Lee Hadfield, fabricating the sign that was placed at the Hills 275 Trailhead.

"That was a really cool art component as part of the trailhead," Farmer said.

Hadfield, who said he is an arts commissioner for Farmington Hills, estimated that it was a 2 ½-month project.

"It was a very engaged endeavor and quite lengthy in time," he said.

Hadfield added that the trailhead is something that "very few people are really aware of," although he expects that to change.

"This is gonna bring in a lot more people," he said. "There's a bicycle station where you can lift your bike up and set it on a mount, and then all these various bicycle tools on cables that you can pull out and work on your bicycle. (It) also has a pump tire inflator that's at the station and a drinking fountain, so it's pretty cool."

McNeece is a resident of Farmington Hills and an art teacher at Southfield High School for the Arts and Technology.

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She discussed how she became involved with the project.

"I got a phone call from the city. I had been working with some people in our community, and they knew my artwork," McNeece said. "I became very excited at the idea, not only of the bike trail in our community, but being able to put an image with it, because we are the city of trees, and to me, bicycles and trees and that sense of freedom and nature went hand-to-hand."

Farmington Hills resident Kris Jaussi is a ride leader for Cycling for Active Adults.

Having already been familiar with the metro trail, she has noticed the difference the Hills 275 Trailhead has made.

“First, parking is in a public place where there’s other cars around, and (with) the hotel being there, you feel safe that should there be any emergency, you’re not off by yourself with nobody around at all,” Jaussi said. “Second, it’s very inviting. The archway, the bench, the water fountain — it’s like you (want to) walk towards it and check it out or ride towards it. ... They really thought through the amenities, for lack of a better word, that cyclists need.”

The difference between the Hills 275 Trailhead and the 275 Metro Trail can get a little confusing.

Farmer attempted to help clarify.

“The trailhead is not an actual trail. It’s more of a park and an access point to get onto the larger trail system, which starts, and you get out through, the Metro Trail,” he said.

Farmer said the trailhead is “a place to sort (of) chill out and take a break, or just a small little park to be able to enjoy before you get on your bike.”

He shared his perspective as to the primary benefit of the trailhead.

“It’s legal access to utilize an under-utilized trail system. A lot of our residents don’t even realize we’ve got this amenity right there along 275 that you could ride for miles,” Farmer said. “The true benefit is that you can legally park in that parking lot at the trailhead, take your bikes off your vehicle, and ride for as long as you want. It’s a place to be able to access the trail.”

The historical significance of the Hills 275 Trailhead may have helped carve out a path for other communities to follow.

“It’s (going to) make a difference on every federal highway trail, because this is now the example that other communities can say, ‘Hey, they did it? How do we do it?’ That’s the cool part about it: We’re making a big impact here; maybe a small trailhead and a small park, but it’s creating a whole new change of access to these trails that are allowed (along) federal highways,” Farmer said.

He added that there’s other trails along federal highways, but, “They didn’t allow it on these other trails the way they’ve allowed us to do it. Now it provides other communities’ opportunity.”

Farmer said the trail is mainly for biking and hiking, with no motorized vehicles allowed.

As for how it was funded, he said the developer covered most of the expense, with the city putting less than \$20,000 into it and Panasonic donating \$10,000 toward the project “because they believed in it.”

Farmer wasn’t positive about the overall cost of the project but said that the amount put in by the hotel developer was “significant.”

Another perk could be on the way for those who enjoy using the trail, as Farmer expects the Great Lakes Water Authority to improve it from Eight Mile north, about 4 miles, within the next year.

“That whole trail will be redone,” he said.

With her part in the Hills 275 Trailhead, McNeece played a role in something that could turn out to be a community asset for many years to come.

“It’s a wonderful connection between communities that connects people and the outdoors, and freedom to explore our neighborhood,” she said.



(<https://www.candgnews.com/FallFest>)



(<https://www.candgnews.com/admin/articles/temp-image/f64ed78035c151b96a2a13a4cba4c524.jpeg>)

The Interstate 275 Highway bike path behind the Woodsprings Suites Hotel, 22000 Haggerty Road, will soon be the site of a new trailhead in Farmington Hills.

Photo by Deb Jacques

New trailhead coming to I-275 bike path in Farmington Hills

By: Jonathan Shead (/reporterbio/jonathan-shead) | **Farmington Press**

(<https://www.candgnews.com/newspaper/farmingtonpress>) | **Published July 20, 2020**

FARMINGTON HILLS — Four years ago, while driving home past the historical David Simmons property, Farmington Hills Special Services Deputy Director Bryan Farmer had an idea. What if the city could build a trailhead on the property and provide access to the trail along the Interstate 275 highway?

Four years, and a lot of hard work and hurdles later, that's exactly the plan for the property.

Farmington Hills City Council members unanimously supported the decision July 13 to enter into an agreement with the Michigan Department of Transportation for the construction, maintenance and operation of a trailhead and park at the Woodsprings Suites Hotel planned unit development site, 22000 Haggerty Road.

"I remember when this first started," Councilmember Ken Massey said July 13. "Our conversation was (that) this was going to take a long time, because it's dealing with MDOT, and it's very nice to see we're moving forward with this. I think we should all be proud."

"I think it's going to be an excellent addition to our beautiful parks and recreation opportunities for our citizens and visitors to experience," Councilmember Michael Bridges added July 13.

In April 2019, the City Council approved in a 5-2 vote the planned unit development for a four-story, 122-room Woodsprings Suites Hotel (<https://www.candgnews.com/news/hotel-development-to-feature-trail-connection-historical-home-renovation-in-farmington-hills-112737>), which included the restoration of the historical David Simmons house, as well as parking and pedestrian access to the bike path — named the Hills 275 Trailhead — located along the highway.

With the green light to begin constructing the trailhead and placing amenities contingent upon when the hotel lays concrete for its parking lot, Farmer said he feels accomplished and relieved to be at this point of the project.

"We didn't know if it was ever going to happen, because the Federal Highway Administration, to have them agree with this idea, it's a pretty big thing. For finally (City) Council to say yes and MDOT send us the agreement to sign simply feels pretty good."

Farmer is more excited about the bigger picture and the opportunities this trailhead may open up for others in the city and across the state. According to MDOT Transportation Planner Julie Edwards, this trailhead is one of, if not the first trailhead along a federal highway bike path. Farmer said special language had to be crafted by MDOT and the FHWA to allow the project to move forward.

"We're not exactly sure it's the first, but we like to say it's one of a very few non-motorized trails that's located on a freeway right-of-way," Edwards said. "There may be a couple others (in the state), and we do think this is the first one, but there's really no way to confirm it."

The trail stretches from Flat Rock to Novi and connects to other trails in West Bloomfield, along Michigan 5 Highway and beyond.

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(<https://www.sterlingheightsdodge.net/>)

“Connectivity is the goal. The future vision with trails in Farmington Hills is how do we create a larger trail system that is interconnected? What that requires is planning,” Farmer said. “I’d like to eventually see trails connecting The Hawk to Heritage Park to the Hills 275 Trailhead.

“It’s going to take time, but this is a great start to providing residents a great opportunity to go a little further than just where our sidewalks are (and) connecting to a larger trail system. It’s just the beginning, I feel, in terms of what we can do to develop connectivity.”

Amenities at the trailhead park will include benches, a water filling station — with water provided by the hotel — bike racks, a bike repair station, a kiosk and an archway with signage similar to that at Riley Skate Park. Hotel restrooms will be accessible for trailhead visitors.

The city’s portion of the project is under \$20,000, Farmer said, and comes from the Friends of the Park nonprofit. The hotel will be paying for the concrete and fencing. A few parking spaces at the hotel will be designated for trailhead visitors.

Local artist Molly McNeese will be providing artwork — different sculptural elements like sprockets, bikes and more — for the trailhead signage and other amenities.

“It’s an entry point. When people step into that trailhead, they’re going to see a little bit of what Farmington Hills is about,” Farmers said.

Farmer doesn’t know the trailhead’s official opening date. He said it’s dependent upon a few factors, such as COVID-19 and the weather, but he anticipates that the trailhead will be open this fall or next spring, though as soon as concrete is laid, the trail technically will be open and accessible, only without amenities.

Farmington Brewing Co. has agreed to host a taste-testing night and to brew a beer that will eventually be named after the trailhead.

“I’m really glad. We didn’t have a trailhead on that trail before, and this provides an opportunity for some people to access it now for recreational purposes,” Edwards said. “This trail provides a lot of connectivity to a lot of other trails, and we kind of consider it a sport for the metro trail system. It’s really good to get a trailhead on it.”

1 Comment

Sort by



Add a comment...



Marilynn Leedom

I'm a walker, but I really need to get a bike now!

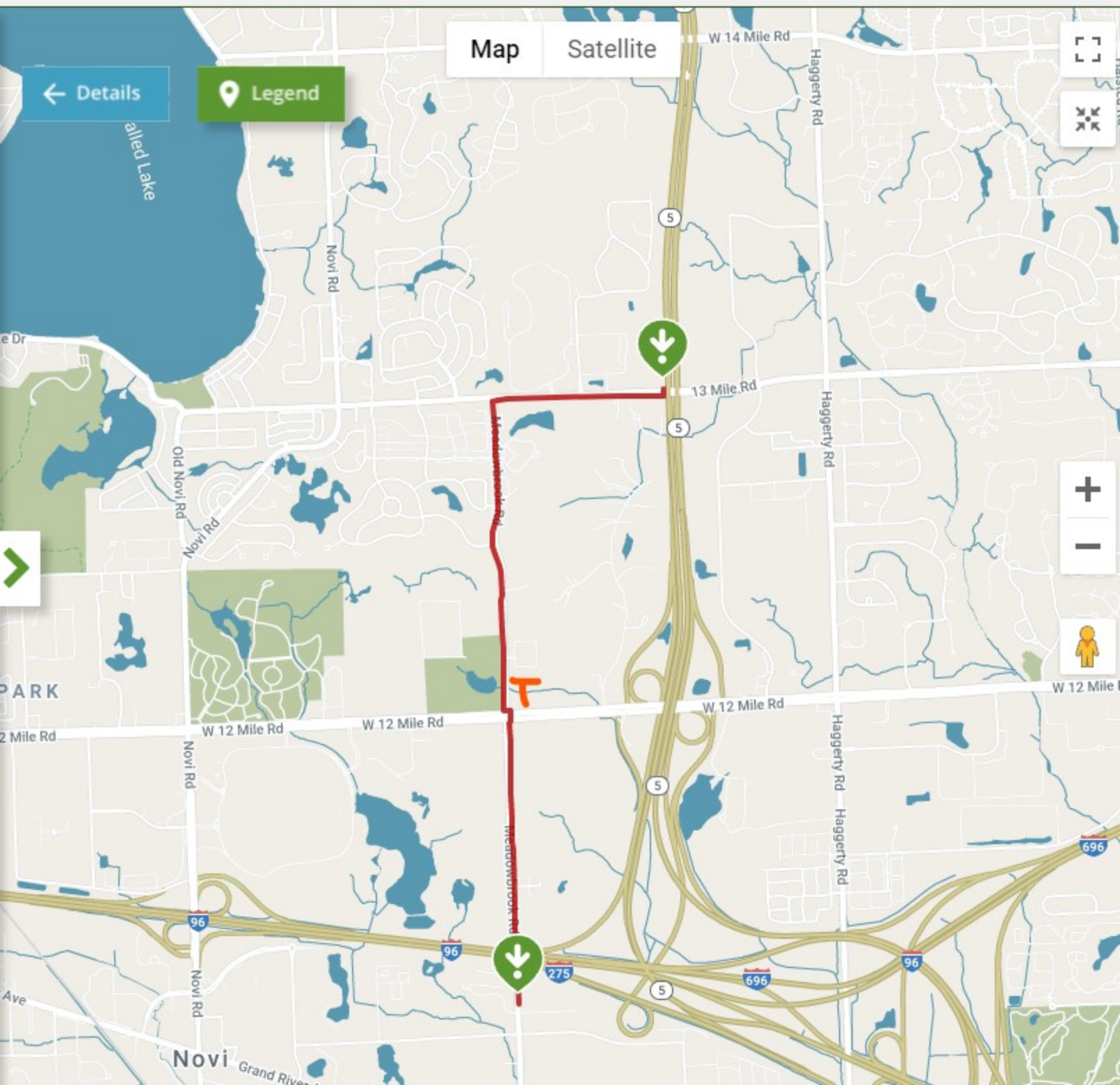
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Facebook Comments Plugin

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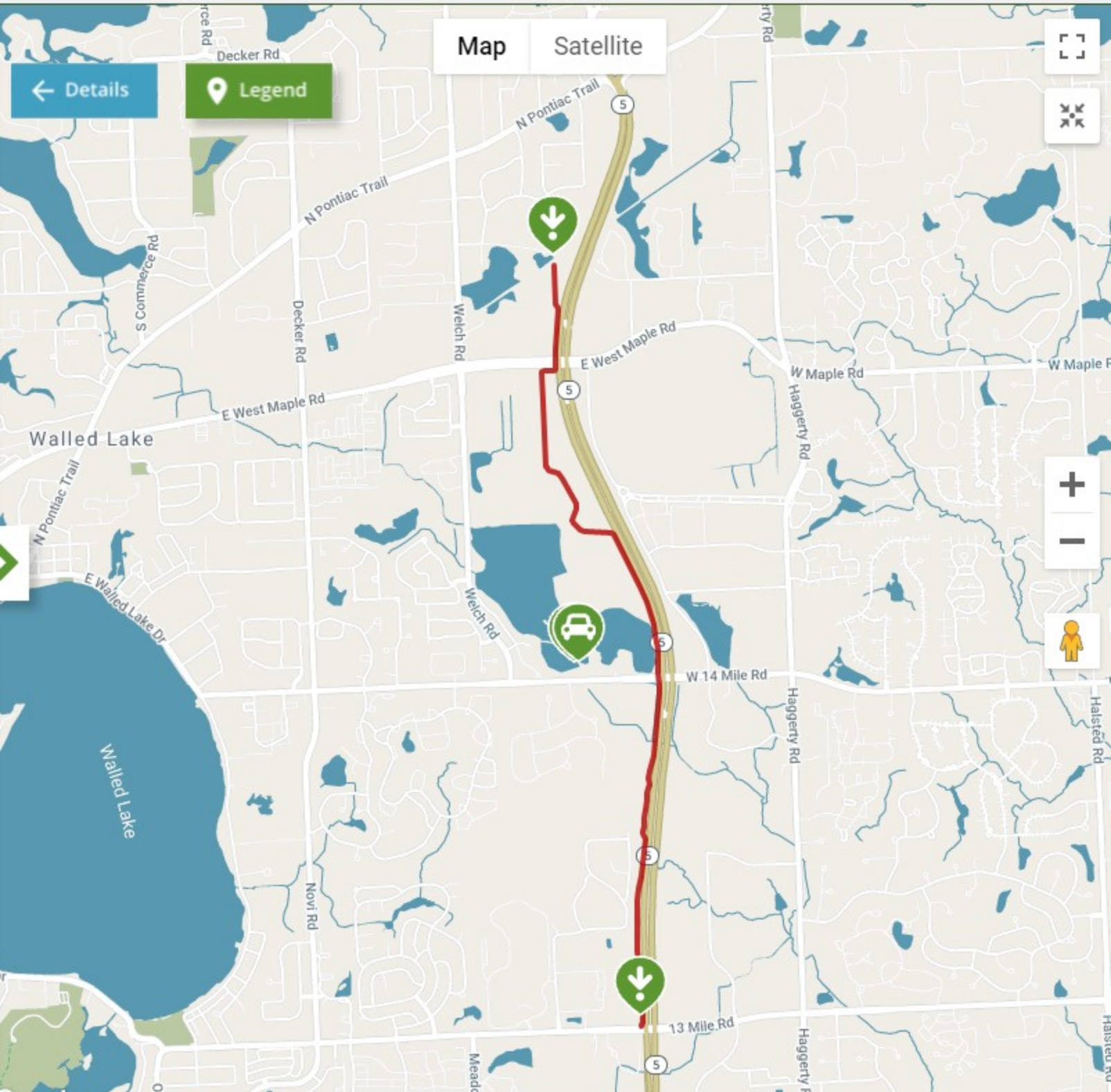
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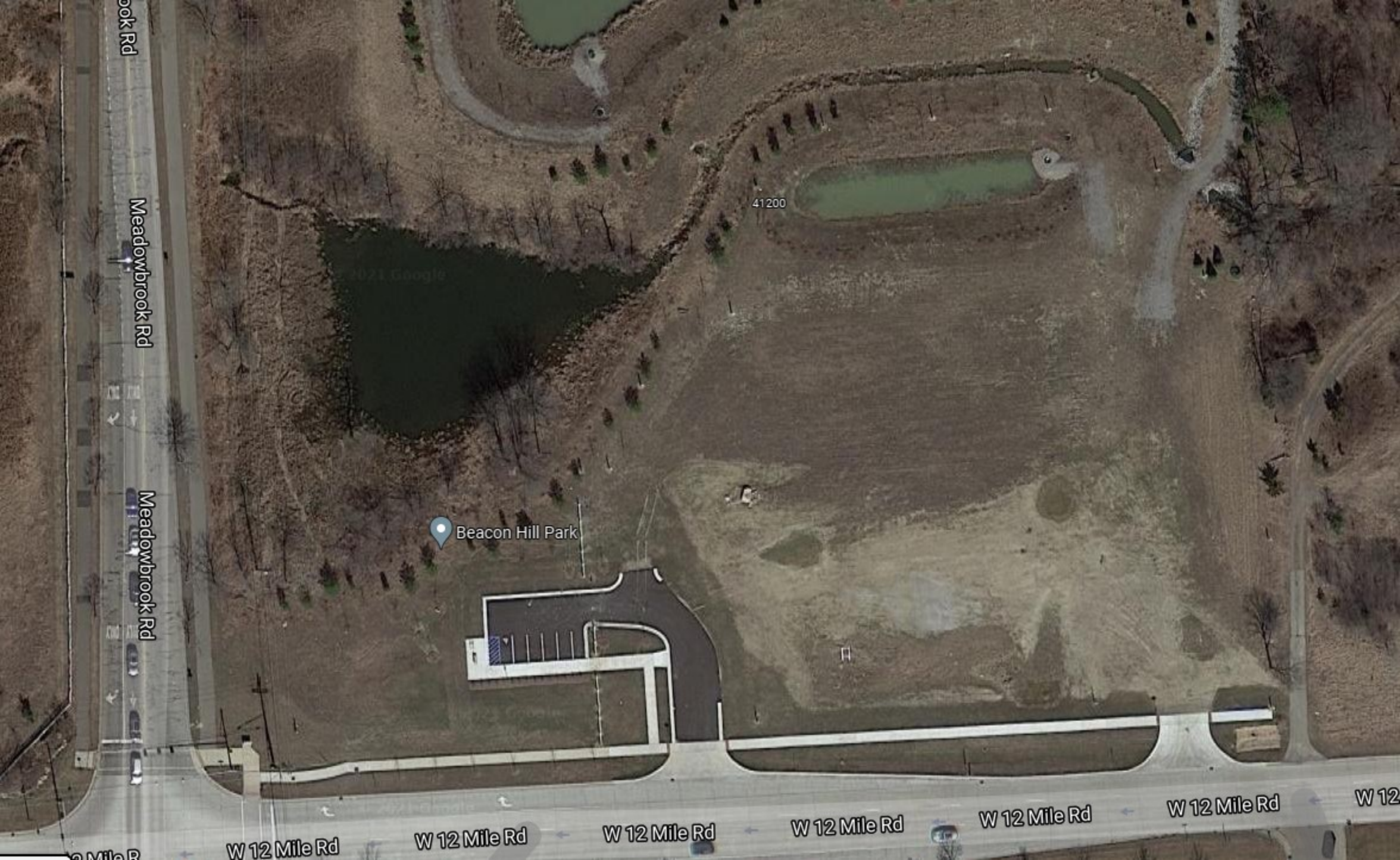


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MINUTES
6-10-2021



WALKABLE NOVI COMMITTEE

AGENDA

June 10, 2021 at 6:00 p.m.
Zoom Online Meeting Platform
(248) 347-0475

In accordance with Executive Order 2020-48, this meeting was held remotely.

CALL TO ORDER

The meeting was called to order at 6:02 pm.

ROLL CALL

Present: David Dismondy (joined late)- *City of Novi, Oakland County, Michigan*; Justin Fischer- *City of Novi, Oakland County, Michigan*; Andrew Mutch- *City of Novi, Oakland County, Michigan*, Salene Riggins- *City of Novi, Oakland County, Michigan*, and Brian Smith- *City of Novi, Oakland County, Michigan*

Absent: John Avdoulos (excused)

Staff Support: Lindsay Bell, Senior Planner, Community Development; Barbara McBeth, City Planner, Community Development; Madeleine Daniels, Planning Assistant, Community Development; Jeff Muck, Director of Parks, Recreation and Cultural Services; Rebecca Runkel, Project Engineer, Public Works

APPROVAL OF AGENDA

Member Fischer made a motion to approve the agenda. Member Mutch seconded. Motion passed 4-0.

AUDIENCE PARTICIPATION

No one in the audience wished to speak.

MATTERS FOR DISCUSSION

- a. [ParkServe](#) walkability: Walk time estimates for City parks

Chair Smith said Andrew shared this with me and I thought it was a very interesting document. It basically shows times to walk to parks from different areas in Novi. The light green is less than 10 minutes. The light purple and darker purple are further walks. It's not complete yet, some private parks are not shown. With Lakeshore, the biggest park in Novi, there's nothing walkable on the south and north side of it. This program is just something to keep in mind as we prioritize more development.

Member Mutch said one thing I discovered looking at this is that they marked

some of our parks as closed, which may affect some of the data. Maybe that was due to some construction that someone saw and thought because of that it wasn't accessible to the public, so that might be one of the factors. Also, I know Jeff was working on making sure that all our park properties were properly located, they're close, there were some boundaries that were off, but overall, it's interesting because it does highlight some areas outside of Novi, like in the northeast corner, we don't own any park areas up there. From a public park perspective there's nothing in those areas.

Parks, Recreation and Cultural Services Director Muck said we really look at a 2-mile radius for our boundary for walkability and we don't have some target areas that's pretty much aligned with what's shown. I think what's interesting is that it looks like on this map they were taking it from the park entrance whereas we look at it from the park center because in a lot of our parks you can enter by foot from multiple points. Rotary Park is a prime example, you can get into Rotary all sorts of ways so when we look at radius, we look at the center of the park. Member Mutch has asked where they were pulling the data from, and our GIS department has tried to work with Google and sent them some updated information in February. They got an email back about 3 weeks ago that Google has received the information.

Member Mutch said one thing they don't consider is how the ITC Trail really serves as both a linear park and a connector park and so if you look at that area it shown as light purple and yet as were getting those sidewalks in, anyone who can access that trail really has access to those parks and it's just not reflected here. It is a nice tool and if you aware of some of the limitations it is kind of helpful. The other one that I think they do get right, and we have talked about is Willowbrook over in the Ten Mile and Meadowbrook area. There's a section of Willowbrook that's right next to the park but there's no direct connection to the park so they made it purple saying there's no access, which is true. They are right next to Brookfarm Park, but there's a stream that runs on the southside and there's no footpath that gets you from that purple area that would allow you to get to the green area.

b. 2021-2022 Adopted Budget: Non-Motorized Capital Improvement Projects

Planner Bell said I just thought we would highlight what was approved in the budget this year. I included all the CIP items, but I just wanted to highlight some of the items that pertained to sidewalks and parks. Some of these connections are to different road projects including the Ten Mile reconstruction which is being done by RCOC. Would anyone like to discuss any of the items?

Member Fischer said I think everyone is familiar with that program especially what we're trying to accomplish. When the proposed budget came through there was talk of using tree fund money, which was not recommended, and the other recommendation was to put \$400,000 into the current year budget and \$200,000 in the next year, but Council decided to go ahead with a full commitment of \$400,000 as a placeholder each year for that neighborhood sidewalk repair program. I was really happy that this Committee and the CIP Committee supported all of that and obviously Andrew and everyone else on Council as well. I think it's going to be a big win especially for some of the neighborhoods like Village Oaks all the way up to Roma Ridge and everything in between.

Member Mutch said Rebecca would you happen to know what the timeline is for implementing the program?

Rebeca Runkel said they started a pilot program in Meadowbrook Glens. They met with the HOA last week to get an idea of how receptive the HOA would be to reviewing the whole neighborhood at once and the HOA stated they did not want to go that route, they wanted to go by individual homeowner. Field operations was going to have OHM do more of an official inspection and survey and identify every sidewalk and flag ones that need repair and then it would be optional to that homeowner if they want to participate in the program or not.

Member Fischer said I think that's the best case I can think of. The funding doesn't start for another 20 days or so, but it sounds like City Staff is able to do some of that footwork and that's really great work on their part.

c. 3-11-2021 Walkable Novi Committee Meeting Minutes

Motion made by Member Mutch and seconded by Member Fischer to approve the 3-11-2021 meeting minutes. Voice vote taken, all in favor.

STAFF UPDATES

1. Planning Update

a. Corner Clearance and Enforcement

Planner Bell said in last meeting we had talked about corner clearance and stop bars and Rebecca provided the memo from Ben Croy and so I included it in the packet about how we review in the site plan approval process. There's also a brief mention of how our Ordinance Enforcement Officers as well as DPW either maintain or try to get enforcement completed when on private property.

b. Master Plan & Non-Motorized Plan Updates

The other thing I wanted to mention that was in the budget City Council approved funding for the update for the Master Plan, which was last updated, officially, in 2017. We should be getting started on that shortly. They also approved the funding for the Non-Motorized Master Plan so that will be coming later this year and I'm sure we will be talking about it in this group.

2. Parks, Recreation and Cultural Service Update

a. Parks and Trails Wayfinding Signage Plan

Parks, Recreation and Cultural Service Director Muck said in your packet you have a draft proposal from Spalding DeDecker, one of our consultants, to develop a plan to improve our wayfinding signage across the city. You may have noticed, as you work your way around the city, we have a mix of signage, some parks have it and some do not. We've taken this forward and put together a rough proposal, but what we really wanted to talk about was prior to my arrival, I understand that something like this was proposed and there was push back from neighborhoods that did not want the wayfinding signage directing people into the neighborhoods or into their parks and that's really what my main concern about this is. I believe this should go to Council for approval when you're talking about a plan for the entire city, but as you can see, we've identified all the parks and municipal buildings that would be part of this plan. It does not include the construction or the printing of the signage,

that would be done in house, we have a sign shop in our DPW that they would be able to generate the signage and install as needed. I would just like to open it up to the Committee and see where we stand and if you think there needs to be any changes to the proposal.

Member Mutch said I think the main issue that came up wasn't signage on main roads, it was inside the actual neighborhoods. There could have been an element of extra traffic, but it could have been seen as unnecessary because the residents know where the parks are.

Chair Smith said from a cyclist standpoint I will come across people on more dangerous streets, and they don't know there's an alternate route.

Jeff Muck said the proposal is to add signage with an out-of-town mentality and I can take that back and Rebecca has helped, and we can easily take some of those off. Are we still interested in putting signs on the main roads?

Member Mutch said I think that's a good idea to maybe use the destination parks as a starting point and pull out those smaller parks where it may not make sense. Maybe it needs wayfinding more at a pedestrian level, but I think that makes sense and it addresses the neighborhood concern

Jeff Muck said we can get the proposal revised when council sees it.

Member Fisher said I would vote for an off-week packet.

3. Engineering Update

a. Active Non-Motorized Public Projects

Rebecca Runkel said we have a few sidewalks under construction, we need Comcast to relocate one underground line on Haggerty north of Orchard Hill Place. We are also waiting for utility relocations on 11 Mile. You may have heard about the Ten Mile. Also new is the safe routes to school and that contractor is Marlow. They are the company doing the pathway gap and the Ten Mile gap that just got completed. Cranbrook Road you saw at City Council that sidewalk has been approved starting July 6, the ITC Trail Connector we are hung up on the row approval that MDOT required. Ten Mile north side west of Wixom that's the last small gap remaining unfortunately we didn't receive any bids on that in April and we will rebid late this summer.

Member Fischer asked why no bids?

Rebecca said contractors too busy and they're looking for big projects.

RCOC is still working on preliminary plan, and I included a table of the current CIP to give summary of where budget is at. RCOC ate up budget for next 2 years.

COMMUNICATIONS

Rebecca gave an update on Nine Mile Road sanitary sewer project.

Two other letters were regarding Nine Mile and getting to the trail from Nine Mile. Just as the meeting was starting today another comment was submitted on Aberdeen Dr and he thanks the committee for the efforts. Then in the packet we had a letter from Emma Kate Stewart who lives on the west side of Napier which is Lyon Township and asks for a sidewalk along Nine Mile to ITC park and I think that's somewhat in the works. The one other message is from Sharon and Tom Stewart, and they mention Nine Mile and Taft Road so those are on our priority list - I know the north side segments are in our Top 20 list.

Chair Smith said in that north side of Nine Mile section, the hills are dangerous – not a lot of heads up.

Member Mutch said I wasn't going to comment on Lyon Township, but I had communication with one of the trustees and he has expressed an interest at looking at whether Lyon Township and Novi would work together and coordinate. A lot of the residents who live in that area are interested since they don't have township parks nearby. Especially on the Ten Mile corridor they have paths completed that would cross through where pedestrians have an interest.

Chair Smith asked on that section of Nine Mile there's no sidewalk budget after the sewer project?

Planner Bell said correct.

Chair Smith asked is that high priority?

Member Mutch said I'm sure it's pretty low because low density and low traffic ITC probably helps.

Planner Bell said it's not in top 20. Those are ranked 61 with two segments.

Jeff Muck said this is a heavy wetland area, and you've seen how much board walk costs to construct. Since what we had to put in was going to be costly, we had to go back to Council because we had to request EGLE approval.

ADJOURN

Member Mutch made a motion to adjourn the meeting, seconded by Member Fischer.

Motion to adjourn the June 10, 2021 Walkable Novi Committee Meeting. Motion carried 4-0.

The meeting was adjourned at 6:53 PM.

2022 TENTATIVE MEETING SCHEDULE

Walkable Novi Committee - Tentative Schedule

Calendar for year 2022 (United States)



January

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October

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November

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December

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| <ul style="list-style-type: none"> Jan 1 • New Year's Day Jan 17 • Martin Luther King Jr. Day Feb 14 • Valentine's Day Feb 21 • Presidents' Day Mar 17 • St. Patrick's Day Mar 24 • Walkable Novi Committee Apr 17 • Easter Sunday | <ul style="list-style-type: none"> Apr 18 • Easter Monday Apr 18 • Tax Day May 5 • Cinco de Mayo May 8 • Mother's Day May 19 • Walkable Novi Committee May 30 • Memorial Day Jun 14 • Flag Day | <ul style="list-style-type: none"> Jun 19 • Father's Day Jun 19 • Juneteenth Jun 20 • 'Juneteenth' day off Jul 4 • Independence Day Jul 21 • Walkable Novi Committee Sep 5 • Labor Day Oct 10 • Columbus Day | <ul style="list-style-type: none"> Oct 20 • Walkable Novi Committee Oct 31 • Halloween Nov 8 • Election Day Nov 11 • Veterans Day Nov 24 • Thanksgiving Day Nov 25 • Black Friday Dec 24 • Christmas Eve | <ul style="list-style-type: none"> Dec 25 • Christmas Day Dec 26 • 'Christmas Day' day off Dec 31 • New Year's Eve |
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ENGINEERING UPDATE

MEMORANDUM



TO: WALKABLE NOVI COMMITTEE
FROM: REBECCA RUNKEL; PROJECT ENGINEER
SUBJECT: PUBLIC PROJECT UPDATES
DATE: OCTOBER 2021

This memo provides an update on public sidewalk projects currently in design and/or under construction.

Public Sidewalk Projects Currently in Design and/or Construction

- **2020 Pathway Gap and ADA Compliance Program (OHM/Merlo)**
 - Final section on Haggerty near Orchard Hill PI to be complete by 10/31
- **Segment 70 – Meadowbrook Rd, east side, 11 Mile Rd to Gateway Townhomes (OHM/Fonson)**
 - Waiting for utility line relocation
- **Segment 51 - 10 Mile Rd, north side, Dinser Dr to Woodham Rd (Spalding DeDecker/Merlo)**
 - Waiting for final DTE guy wire relocation



- **Safe Routes to School (OHM)**
 - School construction complete, Orchard Hills sidewalks under construction



- **Cranbrooke Rd, 9 Mile Rd to Village Wood Rd (AECOM)**
 - Road construction complete, contractor starting on sidewalk
- **ITC Trail Connector, Wildlife Woods to ITC (AECOM)**
 - Construction April 2022
- **10 Mile Sidewalk, north side, west of Wixom Rd (AECOM)**
 - Construction April 2022
- **10 Mile Rd Project, Haggerty Rd to Meadowbrook Rd (RCOC)**
 - Preliminary design
 - OHM applying for TAP funding for sidewalk
 - Advance construct 2022



CITY OF NOVI CITY COUNCIL
SEPTEMBER 13, 2021

SUBJECT: Adoption of a resolution authorizing approval of a contract with the Michigan Department of Transportation to agree to the rights and obligations associated with the construction of the ITC Trail to Wildlife Woods Park Pathway Connection project, with the City of Novi's estimated responsibility of the construction in the amount of \$105,991.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

EXPENDITURE REQUIRED	\$ 105,991.00
AMOUNT BUDGETED	\$ 149,731.00 (FY 2020-21 Budget Rollover)
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	400-691.00-977.004

BACKGROUND INFORMATION:

In 2020, the Southeast Michigan Council of Governments (SEMCOG) selected the City's ITC Trail to Wildlife Woods Park Pathway Connection for funding through the Transportation Alternatives Program (TAP) grant. The Michigan Department of Transportation (MDOT) will oversee the grant and provided the attached contract for the City's approval.

The project will consist of two parts:

- Part A – pathway connection from Wildlife Woods Park to the ITC Trail
- Part B – pathway connection from the ITC Trail to Ascension Providence pathways (Part B was not included in the original grant application and is not eligible for grant funds).

The allocation of costs per the agreement is as follows:

- \$ 219,600 Estimated Construction Total (\$ 196,000 Part A + \$ 23,000 Part B)
- \$ 113,609 Federal Grant Funds Provided to MDOT
- \$ 105,991 Estimated City-Share of Construction Costs

At a later date, Ascension Providence will enter into a cost participation agreement with the City to reimburse the City \$23,000 for the portion of the pathway that connects to their property.

The City Attorney reviewed the contract and resolution favorably (Beth Saarela, September 7, 2021).

The City is responsible for the construction engineering services and geotechnical engineering services related to this project, which will be awarded to the following pre-qualified firms using the fee percentages in the Agreements for Professional Engineering Services and Geotechnical Engineering Services for Public Projects.

AECOM		
Contract Administration	7.25% of the construction award	\$15,921.00
Crew Days	\$700 daily inspection fee x 20 days	\$14,000.00
Professional Service Industries, Inc. (PSI)		
Material testing services	3.0% of construction award	\$6,588.00

Construction will start next spring and will be completed in approximately one month.

RECOMMENDED ACTION: Adoption of a Resolution of support for the ITC Trail to Wildlife Woods Park Pathway Connection project and authorization of participation in the Transportation Alternatives program grant for non-motorized pathways.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 21-5342
MDOT COST PARTICIPATION AGREEMENT
TRANSPORTATION ALTERNATIVES PROGRAM

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City of Novi was awarded grant funding by the Michigan Department of Transportation (MDOT) through the Transportation Alternatives Program in the amount of \$113,609.00 to construct a pathway connecting Wildlife Woods Park to the ITC Trail; and

WHEREAS; The City of Novi's cost participation amount is estimated to be \$105,991.00 of the estimated \$219,600.00 project.

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

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

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 21-5342, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 21-5198.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this _____ day of _____, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

ITC Trail to Wildlife Woods Park Pathway Location Map



Map Author: Rebecca Runkel
 Date: 4/13/21
 Project: Wildlife Woods to ITC Path
 Version: 1.4

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 10' Asphalt Pathway (included in TAP grant)**
- **Ascension Providence Extension (not included in TAP grant)**

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City of Novi

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

Feet
1 inch = 21,500 feet

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

September 7, 2021

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

Re: MDOT Contract and Resolution – Wildlife Woods Park

Dear Ms. Runkel:

We have received and reviewed the proposed contract between the City and MDOT for the purpose of installation of asphalt pathways near 11 Mile Road from the ITC Trail to Wildlife Woods Park. Federal funds will be used to pay for a portion of the project. MDOT will install the pathway and related improvements at the City's request. The City will be required to pay for a share of the requested work, as well as for the cost of construction plans, construction engineering and inspection of the pathway improvements. The City's share of the estimated \$219,600 Project Cost is \$105,991.

The contract is MDOT's standard format for designating responsibility for project costs. The primary purpose of the contract is to set forth the assignment of the estimated project costs, and to provide the City with terms of payment to be made to the State.

The contract is not for the purpose of (1) setting forth project specifications and requirement, or (2) designating specific contractors, which will be done pursuant to separate contract with MDOT.

We note that MDOT has included several new obligations that the City must comply with for a federally funded contract on pages 2 through 4 of the Contract, including:

- MDOT must be provided 10 days' notice of ceremonies held in connection with the new pathway
- MDOT and FHWA must be given credit for the project in news releases, with a copy going to MDOT
- The City must ensure ordinances do not prohibit bicycle use on the pathway
- The City must maintain new landscaping, including watering, for two full growing seasons
- Projects including work on water/sewer lines may not reconnect lead or galvanized service lines
- If the City fails to meet any of the requirements of the Contract, the City may be disqualified from future Federal Aid participation

Rebecca Runkel, Project Engineer
City of Novi
September 7, 2021
Page 2

Additionally, new Paragraph 16 has been added indicating each party is responsible from claims arising out of its own actions. Immunity is not waived by this provision.

While we do not object to the content of any of the new provisions, the City should be aware of them in administering the Contract so that the City is not disqualified from future Federal funding opportunities.

Overall, the Contract and corresponding Resolution provided are sufficient for the purpose of assigning estimated project costs between the parties.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS

Enclosures

C: Cortney Hanson, Clerk (w/Enclosures)
Jeffrey Herczeg, Director of Public Works (w/Enclosures)
Ben Croy, City Engineer (w/Enclosures)
Thomas R. Schultz, Esquire (w/Enclosures)

TAP

DA

Control Section	TAU 63000
Job Number	210953CON
Project	21A0792
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5342

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Novi, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 13, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt shared use pathway construction near 11 Mile Road from the ITC Trail to Wildlife Woods Park trail, including grading, culvert work and slope restoration; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Hot mix asphalt shared use pathway trail spur along the limits as described in PART A, including slope restoration; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

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

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

TRANSPORTATION ALTERNATIVES PROGRAM

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

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

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

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

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

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

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

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

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

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

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

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

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$113,609, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

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

PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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

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

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

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

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

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

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

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

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

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

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

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

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

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

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

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF NOVI

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



August 13, 2021

EXHIBIT I

CONTROL SECTION TAU 63000
JOB NUMBER 210953CON
PROJECT 21A0792

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$196,600	\$23,000	\$219,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$196,600	\$23,000	\$219,600
Less Federal Funds*	<u>\$113,609</u>	<u>\$ 0</u>	<u>\$113,609</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 82,991	\$23,000	\$105,991

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

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

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

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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

The agency shall submit two copies of:

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

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

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

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

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
MDOT CONTRACT 21-5342
MDOT COST PARTICIPATION AGREEMENT
TRANSPORTATION ALTERNATIVES PROGRAM

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

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

WHEREAS; the City of Novi was awarded grant funding by the Michigan Department of Transportation (MDOT) through the Transportation Alternatives Program in the amount of \$113,609.00 to construct a pathway connecting Wildlife Woods Park to the ITC Trail; and

WHEREAS; The City of Novi's cost participation amount is estimated to be \$105,991.00 of the estimated \$219,600.00 project.

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

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

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in MDOT Contract No. 21-5342, by and between the Michigan Department of Transportation and the City of Novi.

And approve MDOT Contract Number 21-5198.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi

COMMUNICATIONS

From: postmaster@muniweb.com
To: [Bell, Lindsay](#)
Subject: Walkable Novi Committee Meeting - Live Comment
Date: Tuesday, June 22, 2021 8:13:53 PM

Name: Francisco Plaza
Address: 43500 Algonquin Dr. Novi MI
Feedback: My mom felt down on the sidewalk over Novi Rd. where East Brooke Dental is located. She had a fracture on the left radius and a splint was placed. Further medical evaluation is needed.
Email plazadds@gmail.com
Date Submitted: 6/22/2021 8:15:00 PM

From: [Nicki Gabel](#)
To: [Bell, Lindsay](#)
Subject: East Lake drive request
Date: Thursday, September 30, 2021 1:37:25 PM

Hi Lindsay,

I hope you are well! I am reaching out as a community member, parent, and resident of Novi, living on East Lake Drive. I would like to ask for the consideration of raised crosswalks, similar to the one located near Pavillion, placed in a couple of strategic areas on East Lake. There are a number of reasons and ideas included in this request:

- 1) East Lake is a heavily traveled road with adults and children on bikes, runners, walkers, people with strollers, and cars. The cars often drive way too fast down this road and having raised crosswalks would slow traffic, keeping pedestrians safe.
- 2) East Lake is probably one of the most walked areas in Novi on a road without sidewalks.
- 3) Crosswalk placement #1: New Court - This is an access point and near Hickory Woods Elementary. Crossing this road can be a challenge, especially for kids, and this would slow traffic.
- 4) Crosswalk placement #2: Placing one near the Community Connector Trail would also be helpful for those walking from the Beachwalk Apartments.
- 5) Idea: To reinforce the neighborhood, build the appeal around Walled Lake, and tie in Pavillion and Lakeshore designs, consider bringing the black streetlights similar to those installed in Lakeshore to East lake and South Lake. Creating a neighborhood feel on the lake would set it apart from so many other areas and adding something like these light posts would help define the area.
- 6) In addition to adding them along the street, adding these lights near the cross walks would also help when drivers pass these areas as it is often hard to see pedestrians at night crossing (including the existing raised Pavillion crosswalk).

As the Pavillion Village changes and becomes more popular, we would really like to make sure our neighborhood stays safe and very much a neighborhood. We appreciate your consideration on the raised cross walks and these other beautifcation ideas.

Thank you for your time and I hope to hear your thoughts on these ideas. Have a great afternoon!

Nicki Gabel