



CITY of NOVI CITY COUNCIL

Agenda Item 3
January 22, 2007

SUBJECT: Consideration of 1) an agreement and resolution transferring jurisdiction, control and maintenance of a portion of Twelve Mile Road from the City of Wixom to the City of Novi adding 3,870 linear feet or 0.73 miles to the City's Act 51 street inventory; and, 2) a winter maintenance agreement for a separate portion of Twelve Mile Road that is to remain within Wixom's jurisdiction.

SUBMITTING DEPARTMENT: Engineering 

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

The consent judgment the City entered into with Paragon Properties Company calls for the developer of Knightsbridge Gate, Grand/Sakwa/Jacobson Novi, LLC, to pave the approximate 379-foot portion of the development's Twelve Mile Road frontage, including approaches and an entrance off of Twelve Mile Road. Grand/Sakwa could not secure a right-of-way permit from the City of Wixom for paving this portion of Twelve Mile Road because Wixom insisted that additional areas of and along Twelve Mile be paved as well (Rick Helwig's December 27, 2004 letter is attached for reference). Wixom retains sole jurisdiction over this portion of the road, and to date, Grand/Sakwa's Twelve Mile Road paving has not been completed.

Since 2005, Wixom and Novi have been discussing the potential transfer of jurisdiction to Novi to not only facilitate construction of Knightsbridge Gate's Twelve Mile Road entrance, but also to allow Novi to control and maintain a road that benefits Novi much more than Wixom. Of the 3,870 feet of road proposed to be added to Novi's jurisdiction, a length of 778 feet is already paved from Napier Road across much of Knightsbridge Gate's frontage. (This segment of asphalt pavement is in good condition overall). In addition, the remaining 567 feet of Knightsbridge Gate's frontage and another length of 2,525 feet are unpaved along the east-west section line (see attached map depicting paved/unpaved portions of Twelve Mile Road). Because it is entirely within Wixom city limits, the approximate 518-foot north/south leg of Twelve Mile would not be part of this jurisdictional transfer; however, Novi would assume its winter maintenance responsibilities, as described below.

A jurisdiction transfer agreement has been negotiated between Wixom and Novi that is now ready to be considered by City Council. The agreement calls for jurisdiction, control and maintenance responsibilities to be transferred to Novi, given that Novi: 1) requires future developments fronting Twelve Mile to conduct a hydraulic analysis to assure that stormwater run-off toward Wixom does not exceed the agricultural rate; and, 2) makes good faith efforts to have future developments pave and make other improvements to Twelve Mile Road (Tom Schultz's December 10, 2007 letter is attached, along with a map showing Twelve Mile right-of-way to be transferred to Novi). A hydraulic analysis is a normal step taken in the engineering process for a site, and it would be a major item reviewed by the Plan Review Center's civil engineer.

The City of Wixom approved the agreement and adopted an authorizing resolution at its January 8, 2007 City Council meeting. The attached agreement spells-out the terms and conditions of the transfer, and a resolution for formally accepting the transfer is also attached.

Novi will derive several benefits from this transfer, to include: having a secondary/emergency entrance for Knightsbridge Gate's; gaining control of the level, type and frequency of the road's

maintenance; and, controlling the road's use as future developments are proposed and constructed.

Also under consideration is a recently negotiated winter maintenance agreement for the north/south leg of Twelve Mile Road. Although Wixom would retain legal jurisdiction of this stretch, operationally it makes more sense for the City of Novi to provide winter maintenance over the entire length of Twelve Mile Road between Napier Road and Grand River Avenue including the north/south leg. As Mr. Schultz indicates in his letter and as elaborated in the winter maintenance agreement, Wixom will reimburse Novi for the cost of winter maintenance for this stretch at a pre-determined rate, but Wixom would continue to provide routine maintenance of the north/south leg (i.e., grading, crack/joint sealing, sweeping, etc.). This winter maintenance arrangement would be similar to one that currently exists for Beck Road near Pontiac Trail. The City of Wixom plows and salts the ¼-mile stretch of Beck and the City reimburses Wixom for winter maintenance costs incurred.

The attached December 5, 2007 memorandum from DPW reveals that the cost to maintain Twelve Mile Road in its current state would be nominal. DPW also reports that if the City chooses to chip-seal the road's unpaved surface as a *temporary* improvement, the approximate cost would be \$48,000. DPW estimates that improvements to roadside ditches and culverts would cost approximately \$27,000.

Regarding *permanent* Twelve Mile Road improvements, the 567-foot portion of Knightsbridge Gate's frontage would be paved either by Grand-Sakwa or the City (area shaded pink on the attached map). If the developer opts-out of making these improvements, the City could administer a separate construction contract for remaining right-of-way paving work using Grand-Sakwa's posted financial guarantee (a letter of credit in the amount of \$369,000) as a funding source. The estimated cost of this improvement is \$80,000, including engineering.

As part of its concept plan for the proposed planned rezoning overlay for the St. Catherine's School/Nicoleena Estates development, Lakeside Oakland Development has offered to pave the remaining portions of Twelve Mile Road, including the unpaved portion of Wixom's north/south leg. Because the residential phase of the development may not be initiated for quite some time, paving this part of Twelve Mile may be delayed, but it is anticipated that paving the frontage abutting the school phase would be done concurrent with initial site work. The cost estimate to improve this portion of Twelve Mile Road (areas shaded orange on the attached map) is \$385,000, including engineering.

RECOMMENDED ACTION: Approval of an agreement and resolution transferring jurisdiction, control and maintenance of a portion of Twelve Mile Road from the City of Wixom to the City of Novi adding 3,870 linear feet or 0.73 miles to the City's Act 51 street inventory; and, 2) a winter maintenance agreement for a separate portion of Twelve Mile Road that is to remain within Wixom's jurisdiction.

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Capello | | | | |
| Council Member Crawford | | | | |
| Council Member Gatt | | | | |

| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Council Member Margolis | | | | |
| Council Member Mutch | | | | |
| Council Member Staudt | | | | |



Proposed Transfer of Jurisdiction Along Twelve Mile Road Between the City of Novi & City of Wixom: Existing and Proposed Pavement

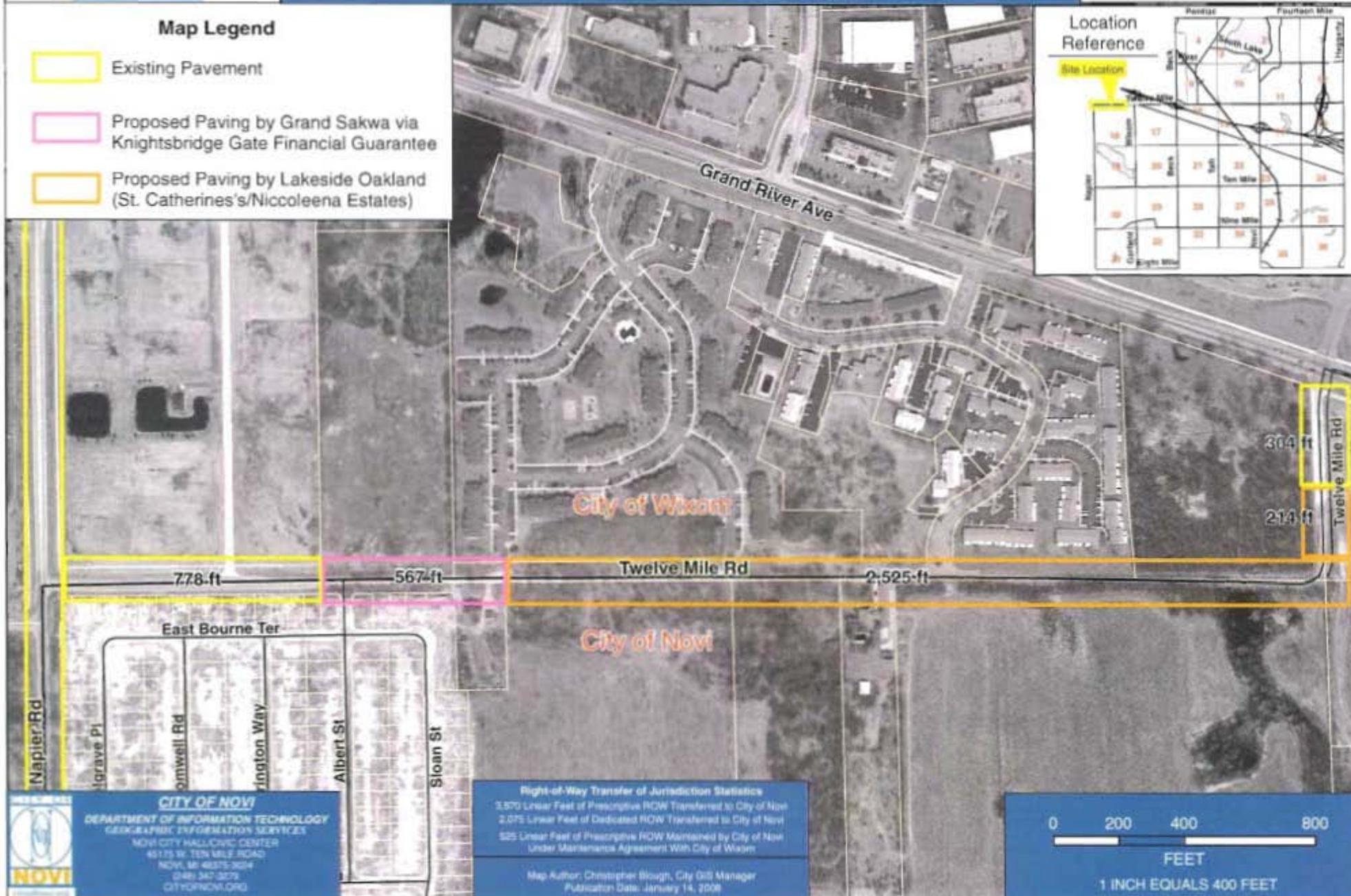


Twelve Mile Road Between Napier Rd & Grand River Avenue 2006 Aerial Photo & ROW Access Type Designations (Oakland County)

Map Legend

- Existing Pavement
- Proposed Paving by Grand Sakwa via Knightsbridge Gate Financial Guarantee
- Proposed Paving by Lakeside Oakland (St. Catherine's's/Niccoleena Estates)

Location Reference



CITY OF NOVI
 DEPARTMENT OF INFORMATION TECHNOLOGY
 GEOGRAPHIC INFORMATION SERVICES
 NOV CITY HALL/CIVIC CENTER
 45175 W. TWELVE MILE ROAD
 NOVI, MI 48275-3024
 (248) 347-3279
 CITY@NOVI.ORG

Right-of-Way Transfer of Jurisdiction Statistics
 3,570 Linear Feet of Prescriptive ROW Transferred to City of Novi
 2,075 Linear Feet of Dedicated ROW Transferred to City of Novi
 325 Linear Feet of Prescriptive ROW Maintained by City of Novi Under Maintenance Agreement With City of Wixom

Map Author: Christopher Blough, City GIS Manager
 Publication Date: January 14, 2008





Proposed Transfer of Jurisdiction Along Twelve Mile Road Between the City of Novi & City of Wixom

Twelve Mile Road Between Napier Rd & Grand River Avenue
2006 Aerial Photo & ROW Access Type Designations (Oakland County)



Map Legend

PROPOSED TRANSFER OF JURISDICTION

City of Novi

City of Wixom

TYPE OF ROW ACCESS

Dedicated ROW

Prescriptive ROW

Location Reference

Site Location



Access Point to Twelve Mile Rd to be Completed

City of Wixom

City of Novi

CITY OF NOVI
DEPARTMENT OF INFORMATION TECHNOLOGY
GEOGRAPHIC INFORMATION SERVICES
NOVI CITY HALL CIVIC CENTER
48125 W. TEN MILE ROAD
NOVI, MI 48235-8024
(248) 347-3270
CITY OF NOVI.ORG

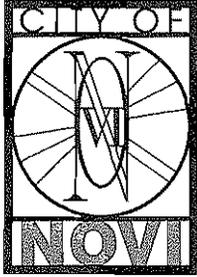
Right-of-Way Transfer of Ownership Statistics
3,870 Linear Feet of Prescriptive ROW Transferred to City of Novi
2,075 Linear Feet of Dedicated ROW Transferred to City of Novi
410 Linear Feet of Prescriptive ROW Maintained by City of Novi Under Maintenance Agreement With City of Wixom

Map Author: Christopher Blough, City GIS Manager
Publication Date: December 6, 2007









**RESOLUTION
OF THE CITY COUNCIL OF THE
CITY OF NOVI**

WHEREAS, Twelve Mile Road from Napier easterly 3870 feet (see attached map/drawing, Exhibit A) is a city street under the jurisdiction and control of the City of Wixom; and,

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

WHEREAS, the City of Wixom and the City of Novi agree that it would be appropriate for Novi to assume jurisdiction and control over said street; and,

WHEREAS, both 1951 PA 35 as amended, being MCL 124.1, et seq., and 1967 PA 8, as amended, being MCL 124.531, et seq., provide for governmental entities to undertake mutually beneficial agreement for the provision of services and for the undertaking of joint governmental action; and 1969 PA 296, as amended, being MCL 247.851, et seq., contemplates that transfers of jurisdiction with respect to roads shall be by written agreement.

City Manager
Clay J. Pearson

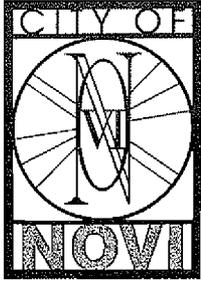
City Clerk
Maryanne Cornelius

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby consents to the transfer of jurisdiction of the subject portion of road from the City of Wixom to the City of Novi and authorizes the execution of the Agreement between the City of Wixom and the City of Novi, which Agreement identifies the effective date of transfer of jurisdiction as being _____, 2007. (See Exhibit B). The Agreement provides that the City of Wixom shall not be required to improve, renovate, or reconstruct any portion of Twelve Mile Road in such area; that liability for claims regarding design of the said road shall be as provided by law; and that the City of Wixom shall remain responsible for the maintenance of the said portion of road only until the transfer of jurisdiction becomes effective on the date set forth above.

The Agreement further provides that the City of Novi will use good faith efforts under and within the law to seek agreement by the owners or developers of properties abutting Twelve Mile Road to undertake paving and drainage improvements along that portion of Twelve Mile Road that abuts Novi and remains unpaved, as such properties are developed in the future. The Agreement likewise provides that the City of Wixom will use good faith efforts under and within the law to seek agreement by the owners or developers of properties abutting Twelve Mile Road to undertake paving and drainage improvements along that portion of Twelve Mile Road that abuts Wixom and remains unpaved, as such properties are developed in the future. The Agreement also provides that the City of Novi will submit to the City of Wixom plans for any development proposed along this section of Twelve Mile Road for comment by the City of Wixom, at Wixom's own cost and expense. With respect to the remaining vacant land located in the City of Wixom along the section of Twelve Mile Road in question, the City of Novi will not

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45175 W. Ten Mile Road
Novi, Michigan 48375
248.347.0460
248.347.0577 fax

cityofnovi.org



unreasonably withhold any access to or driveway permits to Twelve Mile Road for these Wixom properties.

BE IT FINALLY RESOLVED that this transfer of jurisdiction shall and does hereby include all existing drainage easements and road rights-of-way secured in conjunction with the above-described road, and all things now existing for highway purposes upon and along such portions of road and appurtenant thereto, but does **not** include, however, any water lines, sanitary sewer lines, or other utilities in, on, or around said road that are not as of the date of this Agreement under the ownership or control of the City of Novi and/or are as of the date of this Agreement under the ownership or control of the City of Wixom.

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Kim Capello

Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

City Manager
Clay J. Pearson

City Clerk
Maryanne Cornelius

CERTIFICATION

I, Maryanne Cornelius, duly appointed Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a Regular meeting held this 22nd day of January, 2008.

Maryanne Cornelius

STATE OF MICHIGAN

COUNTY OF OAKLAND

**AGREEMENT REGARDING JURISDICTION,
CONTROL AND MAINTENANCE, OF A PORTION
OF TWELVE MILE ROAD FROM CITY OF WIXOM
TO THE CITY OF NOVI**

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the City of Wixom, County of Oakland, State of Michigan (hereinafter "WIXOM") and the City of Novi, County of Oakland, State of Michigan (hereinafter "NOVI"), states as follows:

WHEREAS, Twelve Mile Road from Napier Road to Grand River Avenue is a city street, under the jurisdiction and control of WIXOM; and

WHEREAS, WIXOM has offered to transfer jurisdiction of a portion of said street from WIXOM to NOVI; and

WHEREAS, 1951 PA 35, as amended, being MCL 124.1 et seq., and 1967 PA 8, as amended, being MCL 124.351, et seq., provide for governmental entities such as WIXOM and NOVI to undertake mutually beneficial agreement for the provision of services and for the joint undertaking of governmental action; and

WHEREAS 1969 PA 296, as amended, being MCL 247.851, et seq., contemplates that transfers of jurisdiction over roads shall be by written agreement; and

WHEREAS, by Resolution adopted _____, NOVI did consent to the transfer of jurisdiction of a portion of the above-described street from WIXOM to NOVI and, in said Resolution, did authorize the execution of this written agreement; and

WHEREAS, by Resolution adopted _____, WIXOM did consent to the transfer of jurisdiction of a portion of the above-described street from WIXOM to NOVI and, in said Resolution, did authorize the execution of this written agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and in contemplation of the provisions of the above-referenced statutes, it is mutually agreed by the parties hereto as follows:

1. Jurisdiction and control of the following described public street within the City of Wixom is transferred to the City of Novi, effective _____, 2007. The general description of the road is:

Twelve Mile Road, from Napier Road easterly approximately 3870 to the north-south leg of Twelve Mile Road. (See attached map/drawing, Exhibit A.)

This transfer of jurisdiction shall include all drainage easements and road rights-of-way existing in connection with the above-described road and all things now existing for highway purposes upon and along such road in appurtenant thereto, whether recorded or not; provided, however, that nothing in this Agreement shall be construed to transfer ownership or any maintenance, repair, or any obligation whatsoever with regard to any water lines, sanitary sewer lines, or other utilities in, on, or around said road that are not as of the date of this Agreement under the ownership or control of the City of Novi and/or are as of the date of this Agreement under the ownership or control of the City of Wixom. This agreement relates to the transfer of jurisdiction for purposes of road maintenance only.

2. The City of Wixom shall not, while this Agreement is in force and effect, be required to improve, renovate, maintain, repair, or reconstruct the portion of said roadway.

3. The City of Wixom shall remain responsible for maintenance of the portion of said road as described in Paragraph 1, above, until the transfer of jurisdiction becomes effective on the date set forth above.

4. Responsibility for design of the subject portions of road subsequent to the transfer of jurisdiction shall be as provided by law.

5. With respect to the remaining vacant land located in the City of Novi along the subject section of Twelve Mile Road, the City of Novi will use good faith efforts under and within the law to seek agreement by developers of such properties to undertake paving and drainage improvements along that portion of Twelve Mile Road as such properties are developed in the future. In reviewing plans for such developments as relates to the discharge of storm water into or in the area of the Twelve Mile Road Right-of-way and related drainage easements, the City of Novi will apply and enforce the requirement that a hydraulic analysis of the downstream conveyance system be conducted by a licensed professional engineer and that the discharge of storm water from a development onto adjacent property occur no more than at an agricultural rate (0.15 cfs/acre) to avoid adverse impacts to downstream property owners and watercourses; provided, however, that the City shall retain the authority under its ordinances and regulations to make reasonable deviations and accommodations in unusual circumstances where the standards and requirements for such deviations or accommodation are met; and further provided, however, that where such deviations and accommodations have been requested, the City of Novi shall give the City of Wixom notice of such request and Wixom shall have the right to appear and comment at any public meeting held to consider the deviations or accommodations.

6. With respect to the remaining vacant land located in the City of Wixom along the section of Twelve Mile Road in question, the City of Novi will not unreasonably withhold any

access to or driveway permits to Twelve Mile Road for these Wixom properties. The City of Wixom will use good faith efforts under and within the law to seek agreement by developers of such properties to undertake paving and drainage improvements along that portion of Twelve Mile Road as such properties are developed in the future.

7. The City of Novi shall supply the City of Wixom with copies of engineering plans for future proposed development in Novi along Twelve Mile Road in the above-described area for comment by the City of Wixom. Wixom may, at its own expense, make comments to Novi at appropriate times during the Novi plan review and approval process. Wixom shall also submit to the City of Novi all plans for development in Wixom in the above-described area. Novi may, at its own expense, make comments to Wixom at appropriate times during the Wixom plan review and approval process.

8. No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.

9. This Agreement shall be construed under the laws of the State of Michigan. If any part, terms, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

WITNESSES:

CITY OF WIXOM,
a Municipal Corporation

By: Kevin Hinkley
Its: Mayor

**WINTER MAINTENANCE AGREEMENT
FOR A PORTION OF TWELVE MILE ROAD
IN THE CITY OF WIXOM**

THIS AGREEMENT is made this ____ day of _____, 2007, between the City of Wixom, Oakland County, Michigan, a municipal corporation, hereinafter referred to as "WIXOM" and the City of Novi, Oakland County, Michigan, a municipal corporation, hereinafter referred to as "NOVI."

RECITALS

A section of Twelve Mile Road, from Napier Road easterly a distance of approximately 3870 feet, referred to as the "east-west leg" of Twelve Mile Road (see attached map/drawing, Exhibit A) has been transferred from the jurisdiction and control of WIXOM to the jurisdiction and control of NOVI.

The so-called "north-south leg" (see attached map/drawing, Exhibit A) of Twelve Mile Road remains under the jurisdiction and control of WIXOM.

WIXOM and NOVI hereby agree that NOVI will be responsible for the Winter Maintenance of the "north-south leg" of Twelve Mile Road under the terms of this Agreement, and WIXOM agrees to participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance" shall mean the work defined in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

I

Novi agrees to perform Winter Maintenance on the "north-south leg" of Twelve Mile Road as described above. Winter Maintenance shall include snow removal by blading, plowing, and other methods necessary to make the road reasonably safe for public travel (as that term is understood and construed pursuant to statute and case law), and ice control by salting, sanding, scraping, and other methods necessary to make the roads reasonably safe for public travel. The usual maintenance guidelines and standard practices utilized by NOVI shall control and apply with regard to the services to be provided by NOVI.

II

To the extent permitted by law, NOVI agrees to hold harmless, represent, defend, and indemnify WIXOM, its officials and employees from any and all claims and suits arising out of the performance or non-performance of the activities that are the subject matter of this Agreement only, and more specifically only those activities described in Section I.

III

In consideration of the assumption of Winter Maintenance by NOVI, WIXOM agrees to pay to NOVI an amount equal to the per-mile cost that the Road Commission for Oakland County would pay for similar winter maintenance services for roads having three lanes. The making of said payment shall constitute WIXOM'S entire obligation in reference to Winter Maintenance. Novi shall invoice Wixom for thirty-five (35%) percent of the work in December, and for sixty-five (65%) percent of the work in March. Payment shall be made by Wixom within forty-five (45) days of invoicing.

IV

NOVI represents that it currently maintains statutory Worker's Compensation Insurance, automobile, and comprehensive general liability insurance coverage, and that it will undertake to name WIXOM as an additional insured under such coverage, for the purpose of covering WIXOM'S liability for any and all claims arising out of NOVI'S performance or non-performance of the activities which are the subject matter of this Agreement. Certificates of Insurance issued for each policy providing for thirty (30) days notice of cancellation, termination or material change shall be provided to the Wixom City Clerk.

V

It is the intention of the parties that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on _____, and shall continue in full force and effect until a subsequent Winter Maintenance Agreement has been executed by the parties hereto or until this Agreement is terminated. This Agreement may be terminated for any reason by either party upon 30 days notice, by first-class mail, to the other party.

No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.

This Agreement shall be construed under the laws of the State of Michigan. If any part, term, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

This Agreement is executed by WIXOM by authority of a resolution of its governing body, adopted _____, and by NOVI by authority of a resolution of its governing body, adopted _____, the resolutions attached as Exhibit B.

WITNESSES:

CITY OF WIXOM
a Municipal Corporation

By: Kevin Hinkley
Its: Mayor

By: Linda Kirby
Its: Clerk

WITNESSES:

CITY OF NOVI
a Municipal Corporation

By: David Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk



December 27, 2004

CITY COUNCIL

Mayor
Lou Csordas

Mayor Pro Tem
David B. Landry

Kim Capello

Bob Galt

Laura J. Lorenzo

Toni Nagy

Lynne Paul

City Manager
Richard Hakwig

City Clerk
Maryanne Cornelius

Paragon Properties Company
C/o Roger L. Myers, Esq
101 North Main St, Suite 430
Ann Arbor, MI 48104-1475

Grand/Sakwa/Jacobson Novi LLC
C/o Christopher Corden, Esq
28470 13 Mile Road, Suite 220
Farmington Hills, MI 48334

RE: Paragon v City of Novi (Knightsbridge Gate)

Dear Messrs. Myers and Corden:

A Consent Judgment has been negotiated by Paragon and the City of Novi as a compromise and settlement of the long pending litigation in the referenced case. The Consent Judgment authorizes Paragon, its successors, assigns and/or grantees (referred to independently or together as "Developer") to develop the approximately 75 acres of property at the southeast corner of Napier Road and Twelve Mile Road as a 348 unit site condominium subdivision. The Consent Judgment has not been entered at the time of the preparation and delivery of this letter.

The City of Novi has approved the Developer's engineering plans and specifications ("Site Plan") for such site condominium development, to be known as Knightsbridge Gate. The Site Plan contemplates a boulevard entrance on Napier Road. In addition, the Site Plan reflects one vehicular access drive onto Twelve Mile Road, and related improvements to Twelve Mile Road (the drive and related improvements referred to as the "12 Mile Improvements").

It has come to the attention of the parties that the City of Wixom claims jurisdiction over Twelve Mile Road, and has indicated in a letter from its Department of Public Works to Developer's engineer, dated December 20, 2004, that as a condition to issuing a permit for the 12 Mile Improvements shown on the Site Plan, Wixom will require paving and other improvements within the Twelve Mile Road

45175 W. Ten Mile
Novi, MI 48375
(248) 347-0460
(248) 347-0577 Fax
www.ci.novi.mi.us

right-of-way beyond those contemplated in the Site Plan ("Wixom Improvements").

Representatives of the City of Novi met with officials from Wixom in an effort to facilitate issuance of the permit for the 12 Mile Improvements without the necessity of making the Wixom Improvements. At the conclusion of such meeting, held on December 22, 2004, no agreement was reached on this matter.

It has been determined that, regardless of the Wixom letter of December 20, 2004, the parties shall proceed with the entry of the Consent Judgment. Thereafter, if the construction authorized in the Consent Judgment is pursued, and as part of the implementation of the Consent Judgment, the Developer shall make application to the City of Wixom for a permit authorizing the 12 Mile Improvements. In the event the City of Wixom conditions the issuance of a permit for the 12 Mile Improvements upon the making of the Wixom Improvements or any improvements other than the 12 Mile Improvements, the City of Novi shall authorize the Developer to proceed with the implementation of the Consent Judgment as follows, subject to securing all other applicable permits and approvals for development:

- ◆ The Developer shall be permitted to construct all improvements in the Site Plan with the exception of the 12 Mile Improvements, subject to the following paragraphs.
- In lieu of making the 12 Mile Improvements, the Developer shall end, or "stub" Albert Street at the northern boundary of the subject property, and shall construct a break-away gate for emergency ingress and egress (with specifications consistent with other such gates constructed in the City during the past several years). The Developer shall post a bond or letter of credit in the form required by the City Ordinance Code for similar purposes as security for payment of the cost of the 12 Mile Improvements. The Security shall remain effective for the longer of the following: two years from the date of posting; and ninety days following entry of a final order in the Litigation (as described below); provided, however, at any time following the period of two years following the posting of the security, in lieu of being required to make the 12 Mile Improvements and being required to continue maintaining the security, the Developer may pay to the City an amount equal to the estimated cost of making the 12 Mile Improvements, and, the money from such payment shall then belong to the City for utilization in making the 12 Mile Improvements (or other public improvements in the area if the 12 Mile Improvements are not made for any reason). The amount of the security shall be reasonably calculated by the City Engineer to reflect the cost of

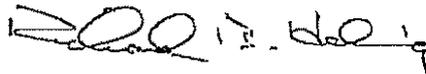
making such improvements at the end of two years following the date of posting the security.

- ◆ Utility improvements adjacent to Twelve Mile Road shall be constructed within the boundaries of the Knightsbridge Gate property.
- ◆ The parties shall continue to pursue a resolution with the City of Wixom relative to authorizing the 12 Mile Improvements without the necessity of making the Wixom Improvements or any improvements other than the 12 Mile Improvements; such pursuit may include the initiation of litigation against the City of Wixom by either party for such purpose ("Litigation"); in the event the Litigation is commenced by either the City or Developer, the other party shall join and participate in such litigation in good faith. Within a reasonable amount of time from the date an authorization is obtained to make only the 12 Mile Improvements, either by permit from Wixom or by final court order in the Litigation, the Developer shall proceed to make the 12 Mile Improvements; provided, the Developer shall not be required to make the Wixom Improvements or any improvements other than the 12 Mile Improvements.

Aside from the 12 Mile Improvements and utilities adjacent to Twelve Mile Road, this letter is not intended to alter the manner in which the Knightsbridge Gate development is undertaken.

If the Consent Judgment is entered, such entry shall be deemed to represent acceptance and approval by Paragon and all successor Developers of all of the terms and provisions of this letter.

Respectfully,



Richard Helwig,
City Manager

C: City Council
Secret Wardle

novi.paragon

December 10, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-
3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secrestwardle.com

**CONFIDENTIAL COMMUNICATION
ATTORNEY-CLIENT PRIVILEGE**

Thomas R. Schultz
Direct: 248-539-2847
tschultz@secrestwardle.com

Mayor Landry and City Council
City of Novi
45175 W. Ten Mile Road
Novi, MI 48375

Re: *12 Mile Road Jurisdiction—Agreement with City of Wixom*
Our File No. 55142 NOV

Dear Mayor Landry and Councilmembers:

The City Council will have before it on December 17, 2007 a formal request by the City of Wixom to finalize the intermittent discussions that the two cities have had for two full years now with regard to the City of Novi “taking over” jurisdiction of 12 Mile Road in the area between Grand River Avenue and Napier Road. 12 Mile Road in that area is mostly unpaved. The length of the road is about three-quarters ($\frac{3}{4}$) of a mile. As part of the Knightsbridge Gate project (approval of which settled the long-standing *Paragon* case), the developer was to pave its entire frontage on the road. The initial intention was also for the developer to have an access onto the road, but when it came time to issue appropriate permits, Wixom balked, and as a way to resolve the issue the two cities began discussing transferring jurisdiction over the road to Novi. (The 12 Mile portion in front of Knightsbridge has still not been paved, but the City believes that Knightsbridge does have a continuing obligation to carry out or at least pay for paving improvements.)

City Council authorized our office to begin discussions with the special counsel for Wixom on an agreement transferring jurisdiction. A draft acceptable to both legal counsel was prepared. In a nutshell, it called for the City to acquire formal jurisdiction of nearly all of the 12 Mile Road right-of-way in that area except for a small “leg” adjacent to Grand River that will remain under the jurisdiction of the City of Wixom; that leg would, however, be maintained by the City of Novi, and the City would receive compensation from Wixom in an amount based on the county “winter maintenance” payment schedule. Some general provisions regarding improvement standards and storm water control standards are also included.

In October, 2005, the Wixom City Council considered the adoption of both the transfer agreement and the maintenance agreement between the City of Novi and the City of Wixom. The matter was tabled without date. The Wixom City Council apparently asked its Department of Public Works to report back to it on a flooding issue (which turned out to be unrelated to the road or storm drainage), and also asked for further information regarding the Novi's intended maintenance program for 12 Mile Road if jurisdiction is changed to Novi.

The Novi maintenance program, if the road were to be accepted by Novi, would involve regular inspection of the condition of the road and grading as necessary. Ultimately, it is likely that the road would be placed in line for treatment under the City's chip seal program. We informally conveyed this information to the special legal counsel for the City of Wixom, and indicated that that was as specific as we intend to get.

With the actual development of Knightsbridge completed without the 12 Mile access, the matter languished for some time, with neither side really all that interested in bringing it forward again. The St. Catherine's girls' school development has now brought the issue back to the table. The City staff generally favors the idea of having an improved, better-maintained road in that location, and therefore favors the *concept* of the transfer.

An issue remains to be decided, however, as a policy determination by the City Council, and that is the fact that the agreement calls for the City to not just take jurisdiction of the road, but also has the City making some "promises" that relate to how it might authorize or approve, not improvements to the road itself, but the land in the City of Novi being developed adjacent to the road. The relevant language is in the proposed paragraph 5:

With respect to the *remaining vacant land located in the City of Novi* along the subject section of Twelve Mile Road, the City of Novi will use *good faith efforts under and within the law to seek agreement by developers of such properties to undertake paving and drainage improvements* along that portion of Twelve Mile Road as such properties are developed in the future. In reviewing plans for such developments as relates to the discharge of storm water into or in the area of the Twelve Mile Road Right-of-way and related drainage easements, the City of Novi *will apply and enforce a requirement that a hydraulic analysis of the downstream conveyance system be conducted by a licensed professional engineer and that the discharge of storm water from a development onto adjacent property occur no more than at an agricultural rate (0.15 cfs/acre) to avoid adverse impacts to*

downstream property owners and watercourses; provided, however, that the City shall retain the authority under its ordinances and regulations to make reasonable deviations and accommodations in unusual circumstances where the standards and requirements for such deviations or accommodation are met; and further provided, however, that where such deviations and accommodations have been requested, the City of Novi shall give the City of Wixom notice of such request and Wixom shall have the right to appear and comment at any public meeting held to consider the deviations or accommodations. (Emphasis added.)

The City would not normally make these promises as part of a determination to take over jurisdiction of a road. The City, as the jurisdiction in charge of a road, has some basic liability to users (keep in good repair, etc.). But with respect to its development approvals on the property adjacent to that road, the City would not typically be exposed to significant liability for things such as the possible flooding of downstream properties, which is what the above language is concerned with. This is because the City is generally approving a development, but is not actually putting the improvements related to that development in place; that is, it would not usually be found to be a “moving force” behind any damages to adjacent properties. Liability for such damages would typically rest with the landowner, and the City would generally enjoy immunity for its actions in reviewing and approving plans.

This agreement alters that dynamic by putting in writing a promise to undertake specific acts. At a minimum, it is then probably taking on some contractual liability it might not otherwise have; it may also be exposing itself to other liability claims as well, if those downstream claim to have relied on the promise. ***The question for Council is whether the benefits of having jurisdiction over the road outweigh the potential increase in liability.***

Back when the Knightsbridge development was being considered as a way to end the 20-year old *Paragon* case, the City was generally willing to take on some liability that it might not otherwise have had. The same might be true now, with the advent of these other development proposals. It is possible that the potential for liability is not great—the City will very likely make sure some studies are done in connection with development approvals in any event, and it would typically only approve stormwater leaving the property at no more than an agricultural rate (which is the City’s standard). However, what the agreement changes is that if the City for some reason fails to do so, it will have exposure to a claim that it might not otherwise have. The question for Council is essentially whether the trade-off—control of the road—is worth that risk.

Mayor Landry and City Council
City of Novi
December 10, 2007
Page 4

I look forward to discussing the matter with Council. If you have any questions, please do not hesitate to call.

Very truly yours,

Thomas R. Schultz

TRS/jes
cc: Clay Pearson, City Manager
Maryanne Cornelius, City Clerk

C:\NrPortb\Aimanager\SEEFELJ1011838_1.DOC



January 9, 2008

City of Novi
Attn: Maryanne Cornelius
45175 West Ten Mile Road
Novi, MI 48375-3024

1/10/08
To: Mayor and City Council Members
For future consideration.
[Signature]

CITY OF NOVI
CITY CLERK'S OFFICE
2008 JAN -9 P 4:46

Ref: Resolution transferring jurisdiction and control of a portion of Twelve Mile Road from the City of Wixom to the City of Novi, and the Winter Maintenance Agreement for Twelve Mile Road

Dear Ms. Cornelius;

Enclosed with this correspondence are the (2) two signed originals of the Twelve Mile Road Resolution transferring jurisdiction and control of a portion of 12 Mile Road to the City of Novi, and (2) signed originals of the Winter Maintenance Agreement, which were approved at the regular meeting of the City Council on Tuesday, January 8, 2008. I have also enclosed City Council Reports for both these items. Once these have been executed by your municipality we would like to have a copy sent back to us for our records.

If you have any questions concerning this, please contact our office at (248) 624-4557 at your earliest convenience.

Sincerely,

Anna Rottermond
Deputy City Clerk

Enclosures

/amr

c: Clay Pearson, City Manager (Letter Only)

**RESOLUTION
OF THE CITY COUNCIL OF THE
CITY OF WIXOM**

WHEREAS, Twelve Mile Road from Napier easterly 3870 feet (see attached map/drawing, Exhibit A) is a city street under the jurisdiction and control of the City of Wixom; and,

WHEREAS, the City of Wixom and the City of Novi agree that it would be appropriate for Novi to assume jurisdiction and control over said street; and,

WHEREAS, both 1951 PA 35 as amended, being MCL 124.1, et seq., and 1967 PA 8, as amended, being MCL 124.531, et seq., provide for governmental entities to undertake mutually beneficial agreement for the provision of services and for the undertaking of joint governmental action; and 1969 PA 296, as amended, being MCL 247.851, et seq., contemplates that transfers of jurisdiction with respect to roads shall be by written agreement.

NOW, THEREFORE, BE IT RESOLVED that this City Council hereby consents to the transfer of jurisdiction of the subject portion of road from the City of Wixom to the City of Novi and authorizes the execution of the Agreement between the City of Wixom and the City of Novi, which Agreement identifies the effective date of transfer of jurisdiction as being _____, 2008. (See Exhibit B). The Agreement provides that the City of Wixom shall not be required to improve, renovate, or reconstruct any portion of Twelve Mile Road in such area; that liability for claims regarding design of the said road shall be as provided by law; and that the City of Wixom shall remain responsible for the maintenance of the said portion of road only until the transfer of jurisdiction becomes effective on the date set forth above.

The Agreement further provides that the City of Novi will use good faith efforts under and within the law to seek agreement by the owners or developers of properties abutting Twelve Mile Road to undertake paving and drainage improvements along that portion of Twelve Mile Road that abuts Novi and remains unpaved, as such properties are developed in the future. The Agreement likewise provides that the City of Wixom will use good faith efforts under and within the law to seek agreement by the owners or developers of properties abutting Twelve Mile Road to undertake paving and drainage improvements along that portion of Twelve Mile Road that abuts Wixom and remains unpaved, as such properties are developed in the future. The Agreement also provides that the City of Novi will submit to the City of Wixom plans for any development proposed along this section of Twelve Mile Road for comment by the City of Wixom, at Wixom's own cost and expense. With respect to the remaining vacant land located in the City of Wixom along the section of Twelve Mile Road in question, the City of Novi will not unreasonably withhold any access to or driveway permits to Twelve Mile Road for these Wixom properties.

BE IT FINALLY RESOLVED that this transfer of jurisdiction shall and does hereby include all existing drainage easements and road rights-of-way secured in conjunction with the above-described road, and all things now existing for highway purposes upon and along such portions of road and appurtenant thereto, but does not include, however, any water lines, sanitary sewer lines, or other utilities in, on, or around said road that are not as of the date of this Agreement under the ownership or control of the City of Novi and/or are as of the date of this Agreement under the ownership or control of the City of Wixom.

WITNESSES:

Anna Pottemond
Anna Pottemond

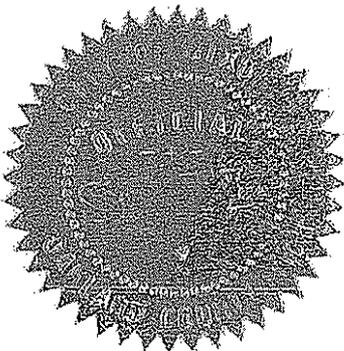
Susan Grimes
SUSAN GRIMES

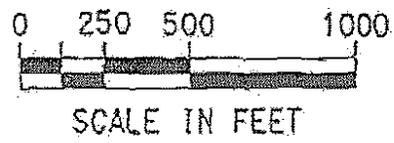
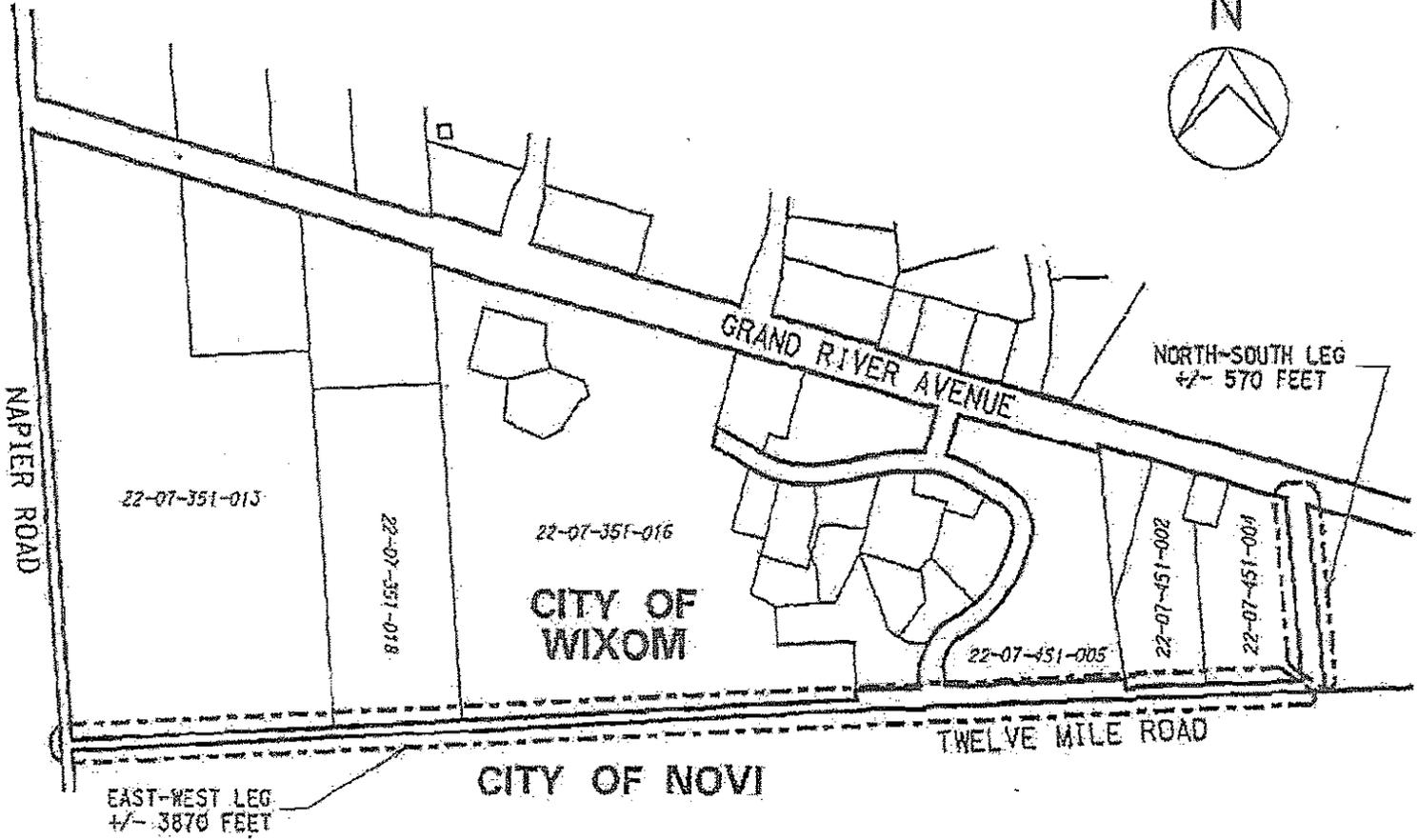
Dated: 1-9, 2008

CITY OF WIXOM
a Municipal Corporation

Kevin W. Hinkley
By: Kevin Hinkley
Its: Mayor

Linda Kirby
By: Linda Kirby
Its: Clerk





| | | | |
|-----------|--|-------------------------|---------|
| JOB NO. | HUBBELL, ROTH & CLARK, INC. | | EXHIBIT |
| DATE | CONSULTING ENGINEERS | | A |
| JUNE 2005 | 3399 E. GRAND RIVER AVE. HOWELL, MICHIGAN | SUITE 102 48843-7555 | |

STATE OF MICHIGAN

COUNTY OF OAKLAND

**AGREEMENT REGARDING JURISDICTION,
CONTROL AND MAINTENANCE, OF A PORTION
OF TWELVE MILE ROAD FROM CITY OF WIXOM
TO THE CITY OF NOVI**

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between the City of Wixom, County of Oakland, State of Michigan (hereinafter "WIXOM") and the City of Novi, County of Oakland, State of Michigan (hereinafter "NOVI"), states as follows:

WHEREAS, Twelve Mile Road from Napier Road to Grand River Avenue is a city street, under the jurisdiction and control of WIXOM; and

WHEREAS, WIXOM has offered to transfer jurisdiction of a portion of said street from WIXOM to NOVI; and

WHEREAS, 1951 PA 35, as amended, being MCL 124.1 et seq., and 1967 PA 8, as amended, being MCL 124.351, et seq., provide for governmental entities such as WIXOM and NOVI to undertake mutually beneficial agreement for the provision of services and for the joint undertaking of governmental action; and

WHEREAS 1969 PA 296, as amended, being MCL 247.851, et seq., contemplates that transfers of jurisdiction over roads shall be by written agreement; and

WHEREAS, by Resolution adopted _____, NOVI did consent to the transfer of jurisdiction of a portion of the above-described street from WIXOM to NOVI and, in said Resolution, did authorize the execution of this written agreement; and

WHEREAS, by Resolution adopted _____, WIXOM did consent to the transfer of jurisdiction of a portion of the above-described street from WIXOM to NOVI and, in said Resolution, did authorize the execution of this written agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and in contemplation of the provisions of the above-referenced statutes, it is mutually agreed by the parties hereto as follows:

1. Jurisdiction and control of the following described public street within the City of Wixom is transferred to the City of Novi, effective _____, 2008. The general description of the road is:

Twelve Mile Road, from Napier Road easterly approximately 3870 to the north-south leg of Twelve Mile Road. (See attached map/drawing, Exhibit A.)

This transfer of jurisdiction shall include all drainage easements and road rights-of-way existing in connection with the above-described road and all things now existing for highway purposes upon and along such road in appurtenant thereto, whether recorded or not; provided, however, that nothing in this Agreement shall be construed to transfer ownership or any maintenance, repair, or any obligation whatsoever with regard to any water lines, sanitary sewer lines, or other utilities in, on, or around said road that are not as of the date of this Agreement under the ownership or control of the City of Novi and/or are as of the date of this Agreement under the ownership or control of the City of Wixom.

2. The City of Wixom shall not, while this Agreement is in force and effect, be required to improve, renovate, maintain, repair, or reconstruct the portion of said roadway.

3. The City of Wixom shall remain responsible for maintenance of the portion of said road as described in Paragraph 1, above, until the transfer of jurisdiction becomes effective on the date set forth above.

4. Responsibility for design of the subject portions of road subsequent to the transfer of jurisdiction shall be as provided by law.

5. With respect to the remaining vacant land located in the City of Novi along the subject section of Twelve Mile Road, the City of Novi will use good faith efforts under and within the law to seek agreement by developers of such properties to undertake paving and drainage improvements along that portion of Twelve Mile Road as such properties are developed in the future. In reviewing plans for such developments as relates to the discharge of storm water into or in the area of the Twelve Mile Road Right-of-way and related drainage easements, the City of Novi will apply and enforce the requirement that a hydraulic analysis of the downstream conveyance system be conducted by a licensed professional engineer and that the discharge of storm water from a development onto adjacent property occur no more than at an agricultural rate (0.15 cfs/acre) to avoid adverse impacts to downstream property owners and watercourses; provided, however, that the City shall retain the authority under its ordinances and regulations to make reasonable deviations and accommodations in unusual circumstances where the standards and requirements for such deviations or accommodation are met; and further provided, however, that where such deviations and accommodations have been requested, the City of Novi shall give the City of Wixom notice of such request and Wixom shall have the right to appear and comment at any public meeting held to consider the deviations or accommodations.

6. With respect to the remaining vacant land located in the City of Wixom along the section of Twelve Mile Road in question, the City of Novi will not unreasonably withhold any access to or driveway permits to Twelve Mile Road for these Wixom properties. The City of Wixom will use good faith efforts under and within the law to seek agreement by developers of

such properties to undertake paving and drainage improvements along that portion of Twelve Mile Road as such properties are developed in the future.

7. The City of Novi shall supply the City of Wixom with copies of engineering plans for future proposed development in Novi along Twelve Mile Road in the above-described area for comment by the City of Wixom. Wixom may, at its own expense, make comments to Novi at appropriate times during the Novi plan review and approval process. Wixom shall also submit to the City of Novi all plans for development in Wixom in the above-described area. Novi may, at its own expense, make comments to Wixom at appropriate times during the Wixom plan review and approval process.

8. No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.

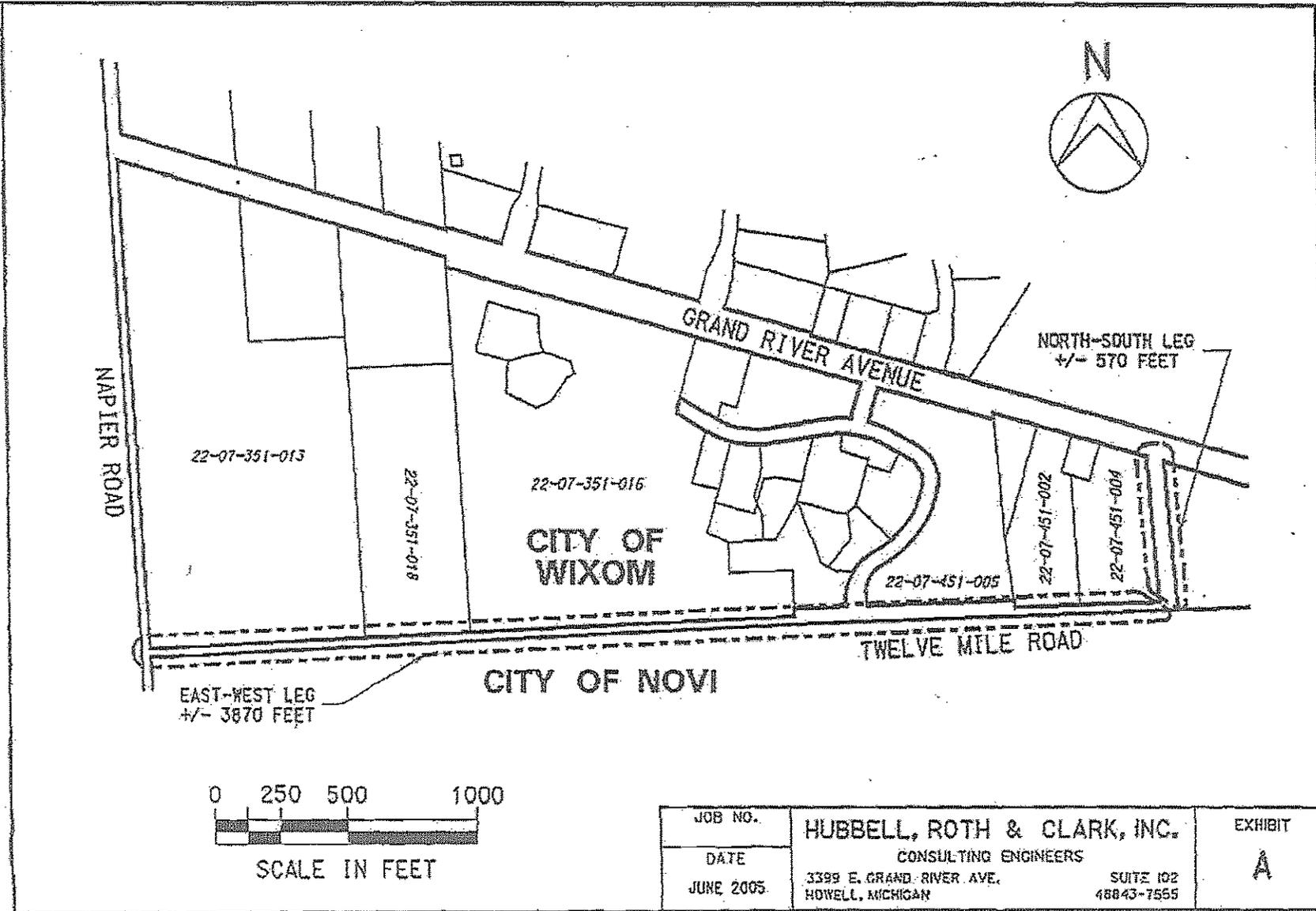
9. This Agreement shall be construed under the laws of the State of Michigan. If any part, terms, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

WITNESSES:

Anna Pottermond
Anna Pottermond
Susan Gaines
SUSAN GAINES

CITY OF WIXOM,
a Municipal Corporation
Kevin W. Hinkley
By: Kevin Hinkley
Its: Mayor
Linda Kirby
By: Linda Kirby
Its: Clerk



**WINTER MAINTENANCE AGREEMENT
FOR A PORTION OF TWELVE MILE ROAD
IN THE CITY OF WIXOM**

THIS AGREEMENT is made this ____ day of _____, 2008, between the City of Wixom, Oakland County, Michigan, a municipal corporation, hereinafter referred to as "WIXOM" and the City of Novi, Oakland County, Michigan, a municipal corporation, hereinafter referred to as "NOVI."

RECITALS

A section of Twelve Mile Road, from Napier Road easterly a distance of approximately 3870 feet, referred to as the "east-west leg" of Twelve Mile Road (see attached map/drawing, Exhibit A) has been transferred from the jurisdiction and control of WIXOM to the jurisdiction and control of NOVI.

The so-called "north-south leg" (see attached map/drawing, Exhibit A) of Twelve Mile Road remains under the jurisdiction and control of WIXOM.

WIXOM and NOVI hereby agree that NOVI will be responsible for the Winter Maintenance of the "north-south leg" of Twelve Mile Road under the terms of this Agreement, and WIXOM agrees to participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance" shall mean the work defined in Section I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed as follows:

I

Novi agrees to perform Winter Maintenance on the "north-south leg" of Twelve Mile Road as described above. Winter Maintenance shall include snow removal by blading, plowing, and other methods necessary to make the road reasonably safe for public travel (as that term is understood and construed pursuant to statute and case law), and ice control by salting, sanding, scraping, and other methods necessary to make the roads reasonably safe for public travel. The usual maintenance guidelines and standard practices utilized by NOVI shall control and apply with regard to the services to be provided by NOVI.

II

To the extent permitted by law, NOVI agrees to hold harmless, represent, defend, and indemnify WIXOM, its officials and employees from any and all claims and suits arising out of the performance or non-performance of the activities that are the subject matter of this Agreement only, and more specifically only those activities described in Section I.

III

In consideration of the assumption of Winter Maintenance by NOVI, WIXOM agrees to pay to NOVI an amount equal to the per-mile cost that the Road Commission for Oakland County would pay for similar winter maintenance services for roads having three lanes. The making of said payment shall constitute WIXOM'S entire obligation in reference to Winter Maintenance. Novi shall invoice Wixom for thirty-five (35%) percent of the work in December, and for sixty-five (65%) percent of the work in March. Payment shall be made by Wixom within forty-five (45) days of invoicing.

IV

NOVI represents that it currently maintains statutory Worker's Compensation Insurance, automobile, and comprehensive general liability insurance coverage, and that it will undertake to name WIXOM as an additional insured under such coverage, for the purpose of covering WIXOM'S liability for any and all claims arising out of NOVI'S performance or non-performance of the activities which are the subject matter of this Agreement. Certificates of Insurance issued for each policy providing for thirty (30) days notice of cancellation, termination or material change shall be provided to the Wixom City Clerk.

V

It is the intention of the parties that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on _____, and shall continue in full force and effect until a subsequent Winter Maintenance Agreement has been executed by the parties hereto or until this Agreement is terminated. This Agreement may be terminated for any reason by either party upon 30 days notice, by first-class mail, to the other party.

No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.

This Agreement shall be construed under the laws of the State of Michigan. If any part, term, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

This Agreement is executed by WIXOM by authority of a resolution of its governing body, adopted _____, and by NOVI by authority of a resolution of its governing body, adopted _____, the resolutions attached as Exhibit B.

WITNESSES:

Anna Pottermond
ANNA POTTERMOND

Susan Grimes
SUSAN GRIMES

WITNESSES:

CITY OF WIXOM
a Municipal Corporation

Kevin W. Hinkley
By: Kevin Hinkley
Its: Mayor

Linda Kirby
By: Linda Kirby
Its: Clerk

CITY OF NOVI
a Municipal Corporation

By: David Landry
Its: Mayor

By: Maryanne Cornelius
Its: Clerk

**CITY OF WIXOM
AUTHORIZING RESOLUTION
WINTER MAINTENANCE AGREEMENT
TWELVE MILE ROAD – GRAND RIVER AVE. SOUTHERLY 570 FEET**

WHEREAS, Twelve Mile Road from Grand River Avenue westerly to Napier Road is under the jurisdiction of the City of Wixom; and,

WHEREAS, on January 8, 2008 the Wixom City Council is scheduled to transfer a portion of Twelve Mile Road from Napier Road easterly 3,870 feet, commonly referred to as the east-west leg, to the City of Novi; and,

WHEREAS, snow and ice control on the remaining 570 feet of Twelve Mile Road, commonly referred to as the north-south leg, would be more efficiently and effectively conducted along with the east-west leg by the City of Novi after the transfer is complete; and,

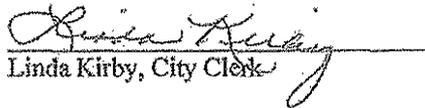
WHEREAS, the City of Wixom and the City of Novi intend to cooperate in this matter and enter into a Winter Maintenance Agreement outlining the duties and responsibilities of each city.

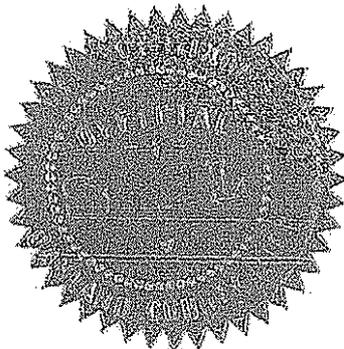
NOW, THEREFORE, BE IT RESOLVED, that the Wixom City Council hereby approves the Winter Maintenance Agreement for the north-south leg of Twelve Mile Road.

BE IT FURTHER RESOLVED, that the Wixom City Council authorizes the Mayor and City Clerk to sign the Winter Maintenance Agreement on behalf of the City.

CERTIFICATION OF CLERK:

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Wixom, County of Oakland, State of Michigan at a regular meeting of City Council duly called and held on the 8th day of January, 2008.


Linda Kirby, City Clerk



MEMORANDUM



TO: CLAY J. PEARSON, CITY MANAGER
FROM: WILLIAM MCCUSKER, DIRECTOR OF PUBLIC WORKS
SUBJECT: 12 MILE ROAD EVALUATION
DATE: DECEMBER 5, 2007



Staff has inspected and evaluated the road surface, including drainage patterns and associated ditching, on 12 Mile Road between Napier and Grand River Avenue (3,870 feet). We also obtained a chipseal quote (\$48,000) from Highway Maintenance, the company who was awarded the City's 2007 chipseal contract.

City staff would perform roadside ditching and re-grading in addition to replacing two damaged cross-culverts prior to the chipsealing. The cost for these activities would be approximately \$27,000.

Basic winter maintenance activities would begin immediately upon the approval of the Agreement. In snow removal operations, it would take staff 5 minutes to plow or salt this 3/4 mile of 12 Mile Road. We are currently paying \$31 per ton for salt and anticipate using 350 pounds of salt in this area.

The City receives approximately \$9,125 per mile, annually, of Act 51 funding for performing basic road maintenance.

cc: Pam Antil
Tom Schultz

From: Jeff Demek [mailto:jeffdemek@comcast.net]

Sent: Monday, December 03, 2007 11:36 AM

To: McCusker, Benny

Subject: 12 Mile Road Chipseal

Benny,

We have looked at 12 Mile Road and determined the following costs for surfacing with Chipseal.

Area based on 9,300 square yards.

| | |
|--------------------------------|--------------------|
| 1. Add 3" of limestone-1250ton | \$17,995.00 |
| 2. Grade and Roll | \$2,000.00 |
| 3. Prime and Double Chip | <u>\$28,086.00</u> |

| | |
|--------------|--------------------|
| TOTAL | \$48,100.00 |
|--------------|--------------------|

We would be able to get this work done this spring with the current program.
Give me call if you need any more info.

Jeff







ZONING CHANGE PROPOSED

For more information call
Novi Planning and Community Development
Department
(248) 347-0475









