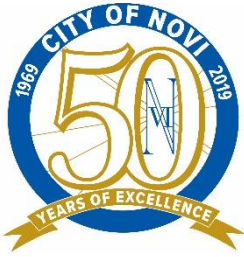


# CITY of NOVI CITY COUNCIL

**Agenda Item 9**  
**July 8, 2019**



**SUBJECT:** Approval of Resolution to utilize Public Act 51 Funding for the Safe Routes to School Program to construct sidewalks, crosswalks and pedestrian signals.

**SUBMITTING DEPARTMENT:** Department of Public Works, Engineering Division

**CITY MANAGER APPROVAL:**

**BACKGROUND INFORMATION:** 

Over the past year, the City has been collaborating with the Novi Community School District (NCSD) and City Engineering Consultant OHM Advisors to solicit funding from the Michigan Safe Routes to School (SRTS) grant program. SRTS is a federally funded program designed to encourage and enable children in grades K-8 to walk and bicycle to school, including those children with disabilities.

City staff identified seven (7) school campuses in the NCSD as the candidates for funding: Deerfield Elementary, Parkview Elementary, Novi Woods Elementary, Novi Meadows Elementary, Orchard Hills Elementary, Village Oaks Elementary and Novi Middle School. Each school completed a parent and student survey about the current challenges of walking to school. Following the surveys, a multi-agency, district-wide walking audit was completed, public meetings were held, and a presentation was given to City Council at their regular meeting on April 15, 2019. At City Council's Regular Meeting held on June 3, 2019, three scopes of work were presented. Council Members voted and unanimously approved scope of work Option #2 which has the most impact in neighborhoods but maximized grant dollars.

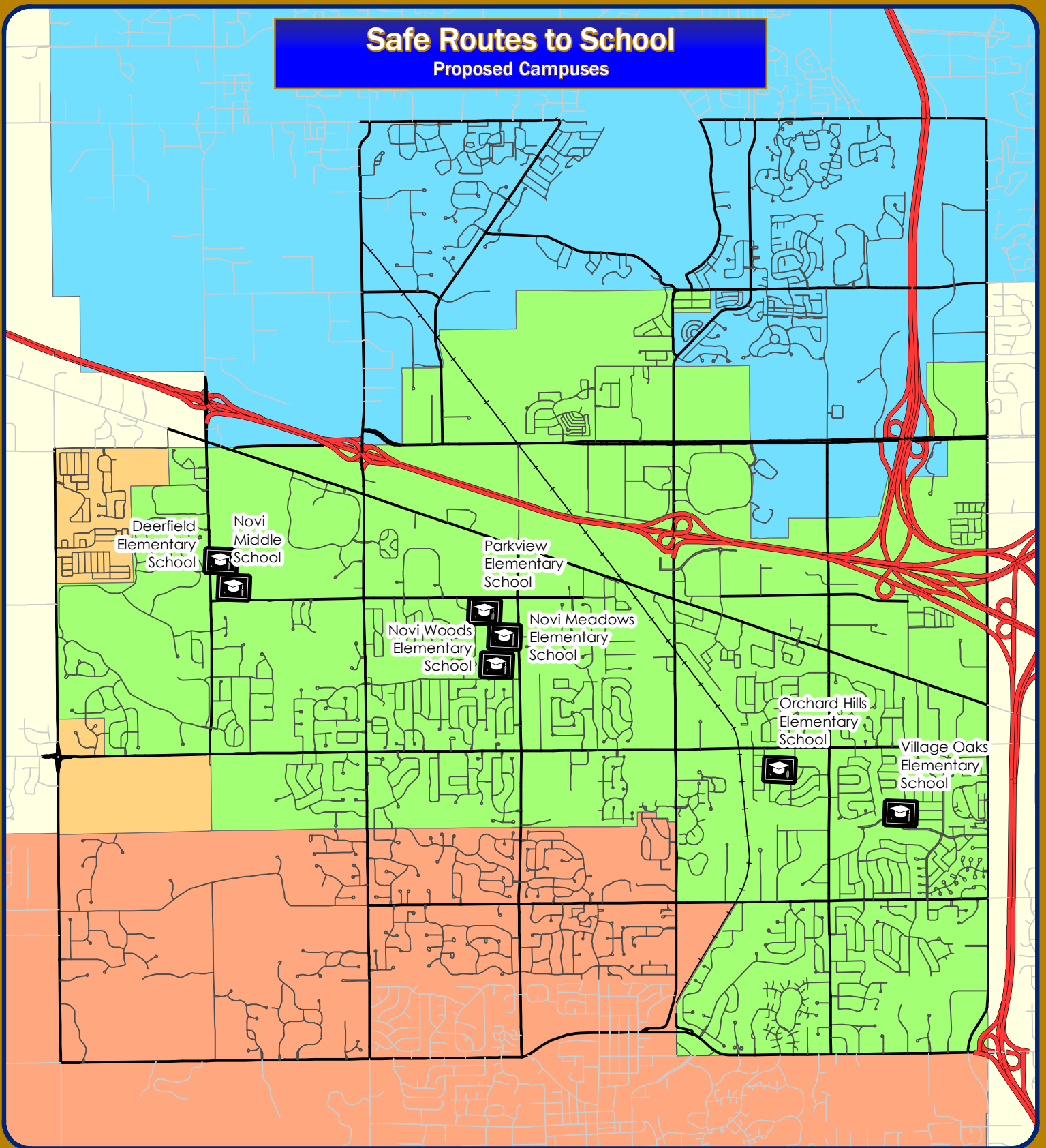
As part of the SRTS application process, once a final plan of action is accepted and approved by the municipality, the final plan of action cannot be altered. Given this is a federally funded program administered by MDOT, the City (ACT 51 Agency) is required to adopt a resolution for the utilization funding in the amount of \$1,400,000 (total possible funding) to construct sidewalks, crosswalks, and pedestrian signals. The City will also be responsible for any construction costs above the grant total of \$1,400,000. A separate cost participation agreement with the NCSD will be required if the City is awarded the grant.

The City Attorney has reviewed the resolution and sees no legal impediment (Beth Saarela, June 24, 2019).

**RECOMMENDED ACTION:** Approval of Resolution to utilize Public Act 51 Funding for the Safe Routes to School Program to construct sidewalks, crosswalks and pedestrian signals.

# Safe Routes to School

## Proposed Campuses



Map Author: Joseph Akers  
 Date: March 9, 2018  
 Project: Safe Routes to School (SR2S)  
 Version #: 1

Amended By:  
 Date:  
 Department:

**MAP INTERPRETATION NOTICE**

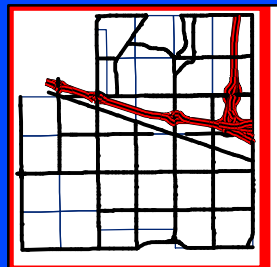
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate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

**Map Legend**



SR2S Campus Selections

- Novi Community School District
- South Lyon Community School District
- Walled Lake Consolidated School District
- Northville Public Schools



**City of Novi**

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



1 inch = 4,505 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

June 26, 2019

Jeffrey Herczeg, Director of Public Works  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Revised Memorandum of Understanding – Safe Routes to School Program**

Dear Mr. Herczeg:

On January 28, 2019, City Council approved a Memorandum of Understanding for the Safe Routes to School Program (SRTS) between the City and the Novi Community School District. The Memorandum of Understanding is for the purpose of memorializing the City and School District's agreement to cooperate in the participation of the SRTS Program, which is a federally-funded program administered by MDOT to provide grants to construct or improve routes to school to make walking and bicycling to school safer. The Memorandum was provided for the purpose of apportioning costs for participating in the SRTS Program between the City and the Novi Community School District.

MDOT has requested that the City provide a Resolution to Adopt and Utilize Public Act 51 Funding for Safe Routes to School. The purpose of the Resolution is to: (1) authorize a specific employee, official, or agent to, request SRTS funding, act as the applicant road agency's agent during project development, and sign a project agreement upon receipt of a funding award; (2) attest to existence of, and commit to, the funds necessary to carry out the project (engineering for design and construction, permit fees, administration costs, etc.); and (3) commit to owning, operating and funding/implementing a maintenance plan/program over the design life of the facility constructed with SRTS funding. The enclosed Resolution is satisfactory for this purpose.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH  
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

EKS  
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
George Melistas, Senior Engineering Manager (w/Enclosure)  
Megan Mikus, Public Works Budget Analyst (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

**CITY OF NOVI**

**COUNTY OF OAKLAND, MICHIGAN**

**RESOLUTION TO ADOPT AND UTILIZE PUBLIC ACT 51 FUNDING FOR SAFE ROUTES TO SCHOOL**

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 Safe Routes to School program (SRTS) is a federally funded program administered by the Michigan Department of Transportation (MDOT); and

**WHEREAS**, the City of Novi for Oakland County, Michigan and the Novi Community School District have applied for SRTS funding. If awarded SRTS funds, the City will construct certain infrastructure projects throughout the City, including sidewalks, crosswalks and the installation of pedestrian signals to enable and encourage children to bicycle and walk safely to and from school; and

**WHEREAS**, the City of Novi for Oakland County, Michigan will work with the Novi Community School District to complete the project and designates Jeffrey Herczeg, Public Works Director, to act as agent on its behalf; and

**WHEREAS**, the maximum awarded SRTS grant amount is \$1,400,000 with no required local match; and

**WHEREAS**, the City of Novi agrees that administrative, coordination, permit fees, preliminary engineering, right-of-way acquisition and construction engineering services related to the implementation of the SRTS project will be paid pursuant to the Memorandum of Understanding between the City of Novi and the Novi Community School District, dated February 27, 2019, attached and incorporated as Exhibit A; and

**WHEREAS**, the City of Novi and Novi Community School District commit to owning, operating and implementing a maintenance program over the design life of the facilities constructed with SRTS funding; and

**NOW, THEREFORE, BE IT RESOLVED,** that the City of Novi for Oakland County, Michigan and the Novi Community School District will utilize SRTS funds to construct sidewalks, crosswalks and pedestrian signals upon approval of staff.

**BE IT FURTHER RESOLVED,** this resolution is made a part of the minutes of the City of Novi meeting on \_\_\_\_\_, 2019.

**AYES:**

**NAYES:**

**ABSTENTIONS:**

Resolution declared adopted.

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF OAKLAND        )

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Novi at the regular meeting held on \_\_\_\_\_, 2019.

\_\_\_\_\_  
CORTNEY HANSON, CITY CLERK

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (referred to hereafter as "MOU") entered into the 27<sup>th</sup> day of ~~December, 2018,~~ <sup>FEBRUARY 2019</sup> between the CITY OF NOVI, a Michigan Municipal Corporation, whose address is 45175 Ten Mile Road, Novi, Michigan 48375 (referred to hereafter as "City"), and NOVI COMMUNITY SCHOOL DISTRICT, a Michigan general powers school district, whose address is 25345 Taft Road Novi, MI 48374 (referred to hereafter as "NCSD"). Each a "Party" and collectively the "Parties."

CITY OF NOVI  
CITY CLERK'S OFFICE  
NOV 10 10:43 AM '18

RECITALS

**WHEREAS**, the City has requested that NCSD cooperate with the City in implementing a Safe Routes to School program to serve the residents of the City, especially those children attending NCSD elementary and middle schools;

**WHEREAS**, pursuant to Section 11a(3) and (4) of the Revised School Code, MCL 380.1 *et seq.*, a general powers school district has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the school district in the interests of public elementary and secondary education in the school district and to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district; and

**WHEREAS**, pursuant to the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1, *et seq.*, each Party to this Agreement may enter into this Agreement in order to establish the terms and conditions upon which they cooperatively perform and carry out a service that they each may perform separately.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

**Purpose of MOU:** The purpose of the MOU and any addendums attached is to detail a cooperative working relationship between the parties stated above, committed by mutual agreement to construct select sidewalks and pathways as part of the Safe Routes to School Grant Project. The project includes construction of select sidewalks, pathways, and ramps both on campus and nearby each of the K-8 schools within the Novi Community School District (NCSD) proposed to be operating as such for the 2020-2021 school year. Safe Routes to School (SRTS) is a federally funded program administered by the Michigan Department of Transportation (MDOT). The program was developed to enable and encourage children in grades K-8, including those with disabilities, to walk and bicycle to school; to make bicycling and walking to school a safer and more appealing transportation choice, thereby encouraging a healthy and active lifestyle from an early age; and to facilitate the planning, development, and implementation of projects

and activities that will improve safety and reduce traffic, fuel consumption, and air pollution in the vicinity of elementary schools. The parties set forth their understandings in this MOU on some of the major points of the contemplated transactions. This MOU is a preliminary document and creates no right and imposes no obligation on any Party. However, the Parties agree to work cooperatively, expeditiously and efficiently to attempt to complete the transaction, using this MOU as a guide.

**Key Roles and Responsibilities:** The key roles and responsibilities of this SRTS project are as follows:

The City, in collaboration with NCSD, agrees to apply for a Safe Routes to School (SRTS) grant application in the 2019 grant cycle for infrastructure related projects. City agrees to bear consultant costs associated with preparation of the grant application on City and NCSD's behalf. MDOT has historically provided the required 20% local match for the grant. Should MDOT not pay this match, City and NCSD will provide the local match for their respective portions of the project for any grant awarded to City and/or NCSD. City and NCSD's potential liability should MDOT not provide the local match would be 99% and 1% respectively. The estimated maximum out of pocket dollar amount projected at this time if the 20% local match is not paid for by MDOT for the City and NCSD would be \$276,500 and \$3,500 respectively. In addition, City and NCSD agree to pay for non-participating matching items including design and construction administration which are estimated at \$237,000 and \$2,400 respectively.

Up to an additional \$8,000 non-infrastructure grant is available for each of the NCSD elementary and middle school campuses. This grant can be used to help fund walking programs, purchase safety equipment, and provide walking and biking education to the students. These components will be included in the application as well.

City will maintain the proposed off campus improvements and NCSD will maintain proposed on campus improvements.

**Liability:** Each Party to this MOU shall be responsible for any claims arising out of the acts and/or omissions of their respective employees, contractors, representatives and agents during the performance of this MOU, as provided by law.

**Reservation of Rights:** This MOU does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

**Government Function:** The work and activities performed pursuant to this MOU are governmental functions. It is the intention of the Parties hereto that this MOU shall not be construed to waive the defense of governmental immunity held by the City and NCSD.

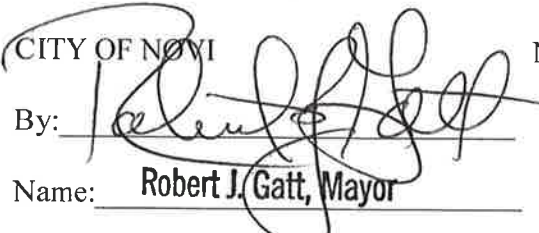
**Duration of MOU:** The term of this MOU commences upon signature by both of the above listed Parties and expires upon the Project completion date. Either Party may terminate this MOU at any time upon thirty (30) days written notice to the other Party and in which event this MOU shall be automatically terminated.

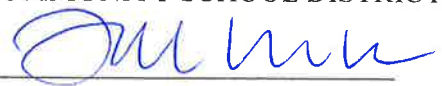
**Compliance with Laws:** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this MOU.

**Severability:** If a court of competent jurisdiction finds a term or condition of this MOU to be illegal or invalid, then the term or condition shall be deemed severed from this MOU. All other terms, conditions, and provisions of this MOU shall remain in full force.

**Modification:** Any modifications, amendments, recessions, waivers, or releases to this MOU must be in writing and agreed to by both Parties.

**Entire Agreement:** This MOU represents the entire agreement and understanding between the Parties. This MOU supersedes all other oral or written agreements and memorandums between the Parties regarding this subject matter. IN WITNESS WHEREOF, CITY OF NOVI and NOVI COMMUNITY SCHOOL DISTRICT have caused this Memorandum of Understanding to be signed on the dates indicated below.

CITY OF NOVI  
By:   
Name: Robert J. Gatt, Mayor


NOVI COMMUNITY SCHOOL DISTRICT  
By:   
Name: Jill Minnick  
ASST. SUPERINTENDENT  
OF BUSINESS AND OPERATIONS  
Its: \_\_\_\_\_  
Date: 2/27/19

Its: \_\_\_\_\_  
Date: 2/11/19



# Deerfield Proposed Engineering E's

Deerfield Elementary Assumed Walking Boundary

 Deerfield Elementary School



ASSUMED Walking Boundary

Proposed Infrastructure Improvements

(1) Install ADA compliant ramp and cross walk pavement markings



# Novi Middle School Proposed Engineering E's

Novi Middle School Assumed Walking Boundary

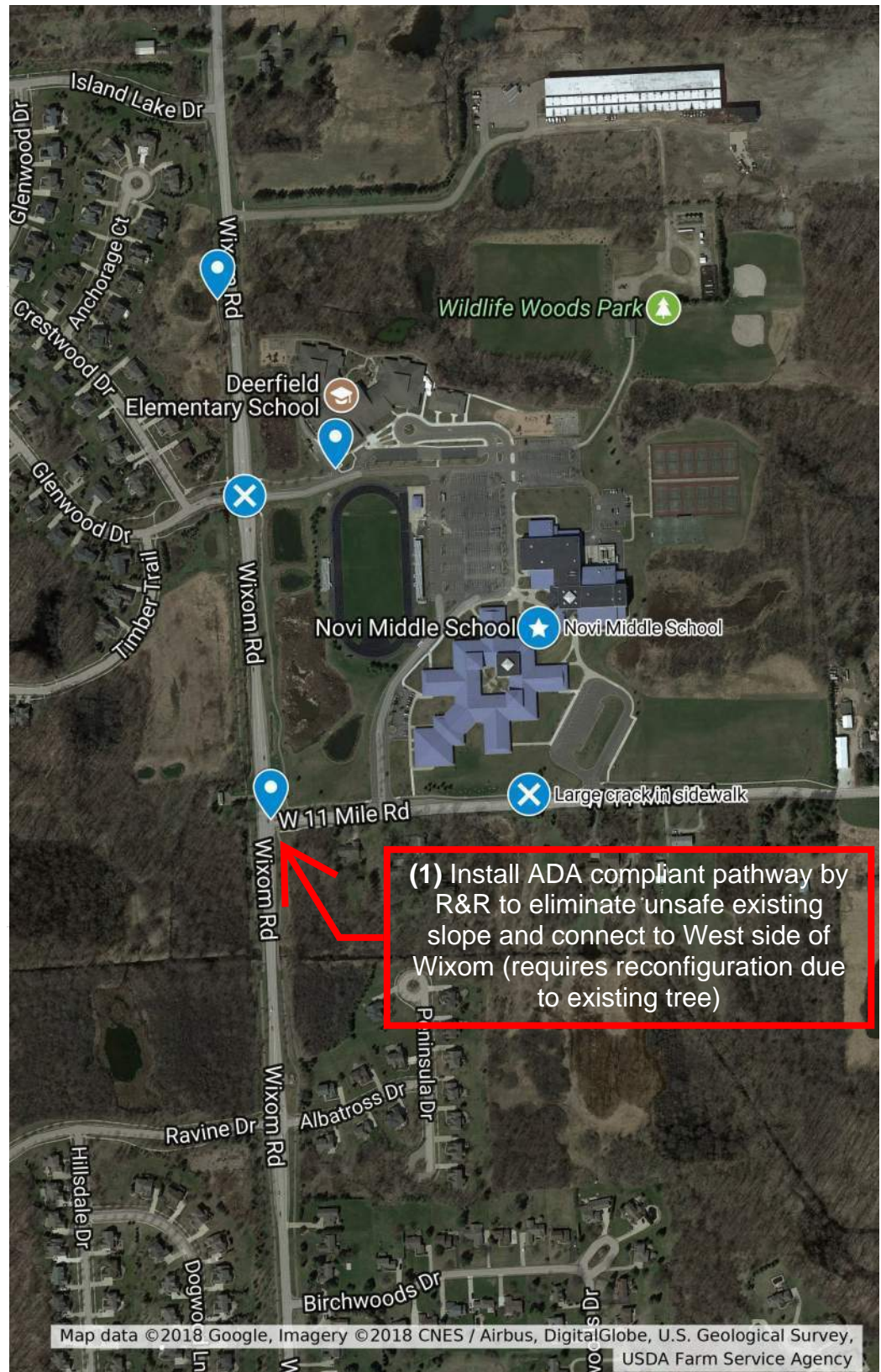
★ Novi Middle School



ASSUMED Walking Boundary

## Proposed Infrastructure Improvements

(1) Install ADA compliant pathway by R&R to eliminate unsafe existing slope and connect to West side of Wixom (requires reconfiguration due to existing tree)

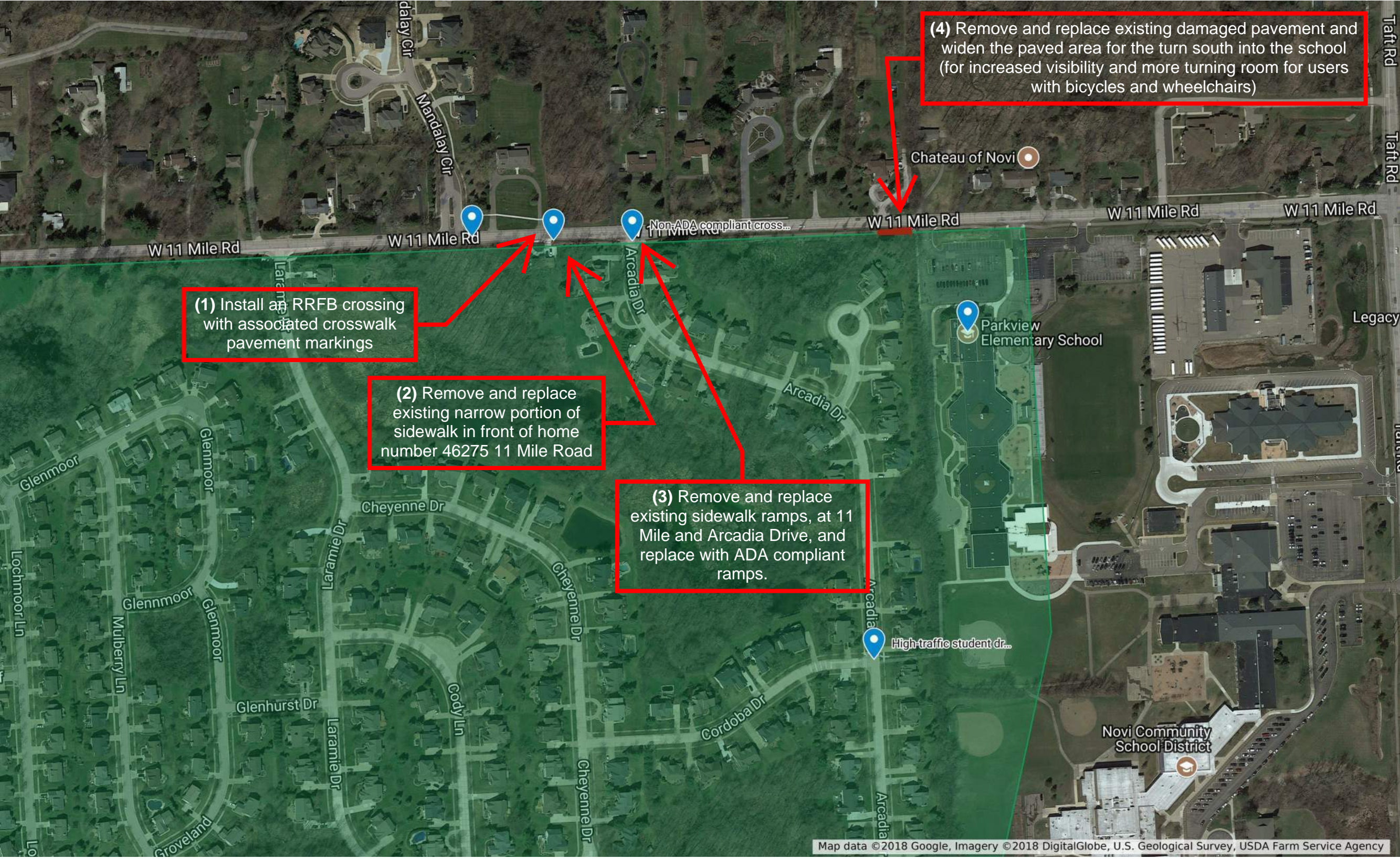


## (Informational Note)

City of Novi will be installing an RRFB crossing for the ITC Pathway just East of the Middle School in Summer of 2019

# Parkview Elementary Proposed Engineering E's

- Parkview Walking Boundary
- Parkview Elementary School
- Parkview Walking Boundary



## Proposed Infrastructure Improvements

- (1) Install an RRFB crossing with associated crosswalk pavement markings
- (2) Remove and replace existing narrow portion of sidewalk in front of home number 46275 11 Mile Road
- (3) Remove and replace existing sidewalk ramps, at 11 Mile and Arcadia Drive, and replace with ADA compliant ramps.
- (4) Remove and replace existing damaged pavement and widen the paved area for the turn south into the school (for increased visibility and more turning room for users with bicycles and wheelchairs)

Map data ©2018 Google, Imagery ©2018 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency



# Novi Woods Proposed Engineering E's

Novi Woods Walking Boundary



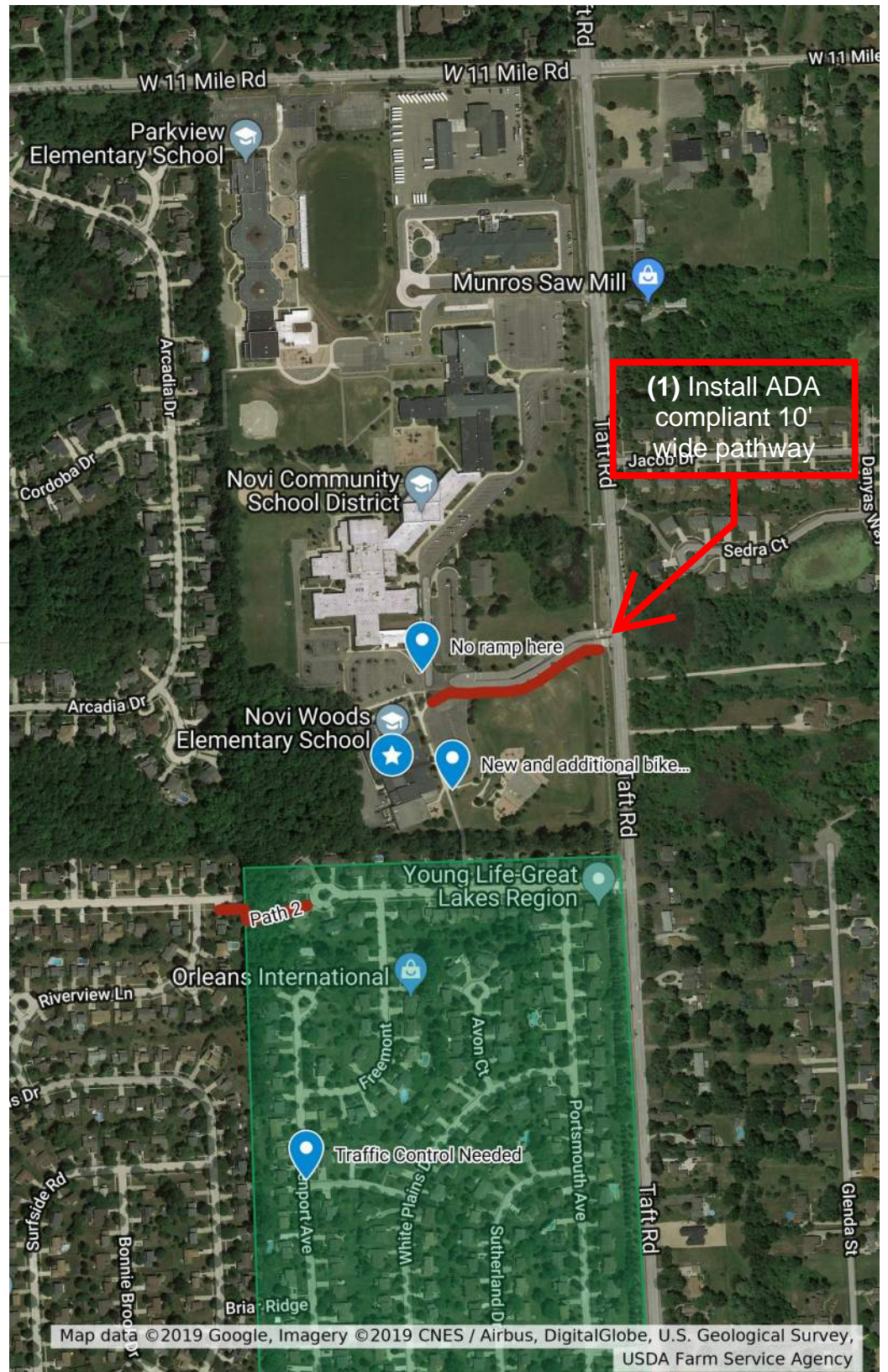
Novi Woods Elementary School



Novi Woods Walking Boundary

## Proposed Infrastructure Improvements

(1) Install ADA compliant 10' wide pathway from existing pedestrian facilities along Taft Road to Novi Woods Elementary School



# Orchard Hills Proposed Engineering E's

Orchard Hills Walking Boundary



Orchard Hills Elementary School



Walking Boundary

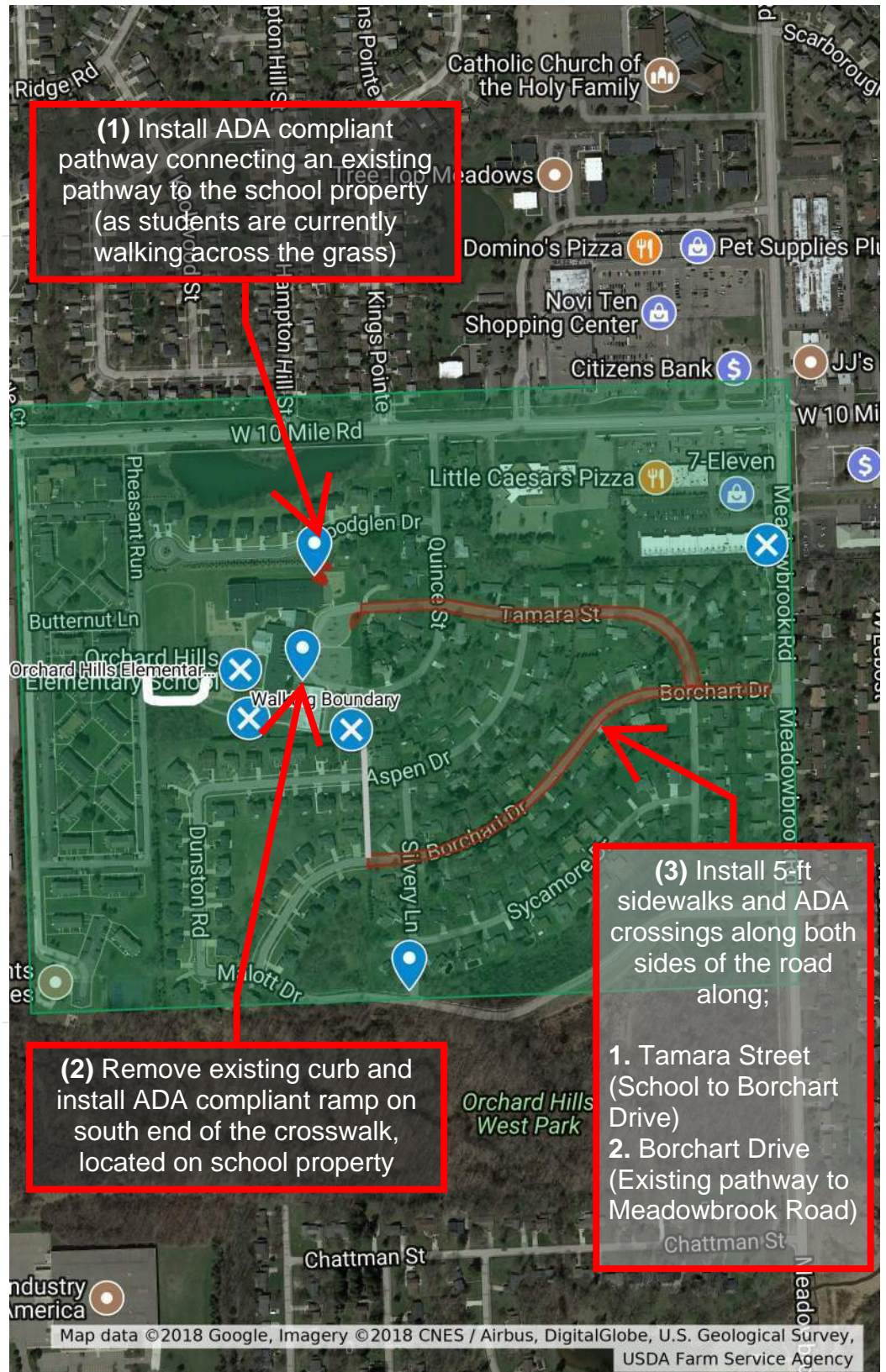
## Proposed Infrastructure Improvements

(1) Install ADA compliant pathway connecting an existing pathway to the school property (as students are currently walking across the grass)

(2) Remove existing curb and install ADA compliant ramp on south end of the crosswalk, located on school property

(3) Install 5-ft sidewalks and ADA crossings along both sides of the road along;

1. Tamara Street (School to Borchart Drive)
2. Borchart Drive (Existing pathway to Meadowbrook Road)



(1) Install ADA compliant pathway connecting an existing pathway to the school property (as students are currently walking across the grass)

(2) Remove existing curb and install ADA compliant ramp on south end of the crosswalk, located on school property

(3) Install 5-ft sidewalks and ADA crossings along both sides of the road along;

1. Tamara Street (School to Borchart Drive)
2. Borchart Drive (Existing pathway to Meadowbrook Road)

# Village Oaks Elementary Proposed Engineering E's

## Village Oaks Walking Boundary



Village Oaks Elementary School



Walking Boundary



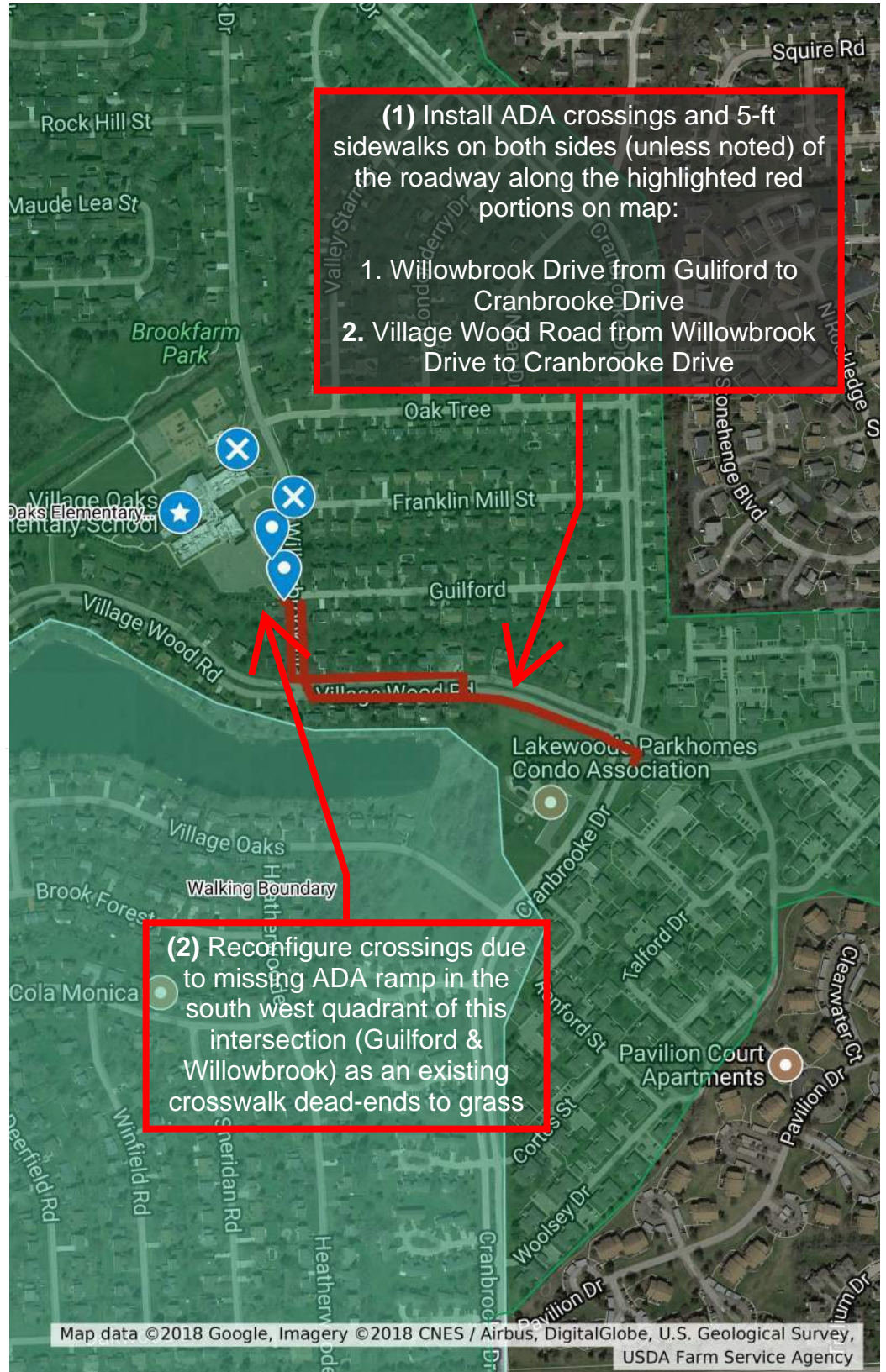
Open Ditches

## Proposed Infrastructure Improvements

(1) Install ADA crossings and 5-ft sidewalks on both sides (unless noted) of the roadway along the highlighted red portions on map:

1. Willowbrook Drive from Guliford to Cranbrooke Drive
2. Village Wood Road from Willowbrook Drive to Cranbrooke Drive

(2) Reconfigure crossings due to missing ADA ramp in the south west quadrant of this intersection (Guilford & Willowbrook) as an existing crosswalk dead-ends to grass



(1) Install ADA crossings and 5-ft sidewalks on both sides (unless noted) of the roadway along the highlighted red portions on map:

1. Willowbrook Drive from Guliford to Cranbrooke Drive
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