



**CITY of NOVI CITY COUNCIL**

**Agenda Item F  
May 19, 2014**

**SUBJECT:** Approval of Traffic Control Orders 14-15 through 14-17 to prohibit parking along both sides of Taft Road and on the driveway access in the vicinity of the south sports fields at Novi High School.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *R/S* *BTC*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Engineering staff worked with the City's traffic engineering consultant, Clearzoning, to evaluate parking on the shoulder of Taft Road in the vicinity of the south sports fields at Novi High School (see attached map). The review was completed at the request of the Public Safety Department and Parks, Recreation and Cultural Services Department based on field observations of vehicles parked along the shoulder. The Novi High School south sports fields are located on property that is owned by the City of Novi and leased to the Novi Community School District (see attached January 22, 2010 memo). The lease stipulates that the parking for the fields would be north of the site at Novi High School.

The attached report recommends that the City post No Parking signs along both sides of Taft Road several hundred feet north and south of the service entrance to the south sports fields. The report states that while significant sections of shoulder in this general area could accommodate parking, the traffic safety in the area would be diminished by creating vehicle-vehicle and vehicle-pedestrian conflicts, limiting sight lines and potentially obstructing emergency access to the service drive and fire hydrants. The traffic consultant recommended that the parking prohibition extend 300 feet south and approximately 1,000 feet north of the access drive to best divert parking from Taft Road to the school parking lot (see attached report figures).

Three traffic control orders have been prepared to prohibit parking along the both sides of Taft Road and in front of the emergency access gate.

**RECOMMENDED ACTION:** Approval of Traffic Control Orders 14-15 through 14-17 to prohibit parking along both sides of Taft Road and on the driveway access in the vicinity of the south sports fields at Novi High School.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				



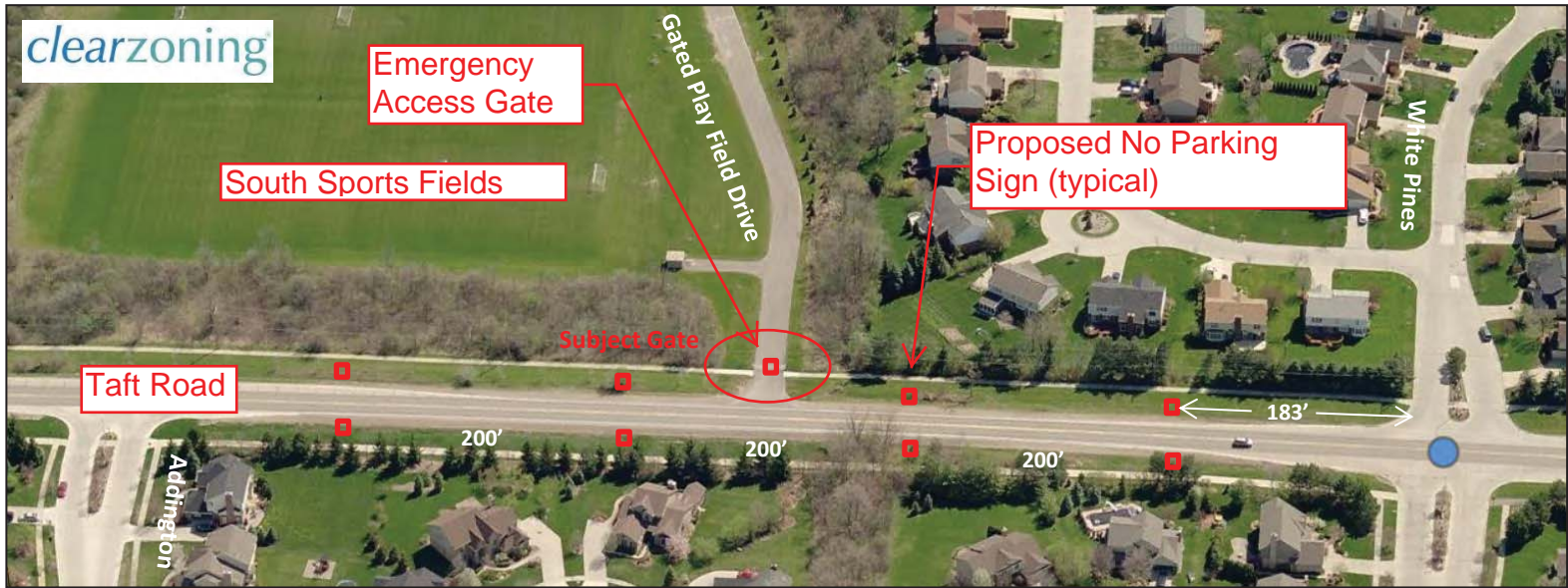


Figure 8-S. Recommended No Parking Signs, White Pines to Addington



Figure 8-N. Recommended No Parking Signs, Addington to Stadium Drive

**CITY OF NOVI  
TRAFFIC CONTROL ORDER**

_____ SPEED	DATE OF ORDER:	<u>5/9/2014</u>
<u>X</u> PARKING		
_____ OTHER	CONTROL NUMBER:	<u>14-15</u>


PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BRIAN COBURN, ENGINEERING MANAGER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

ISSUANCE OF THIS TRAFFIC CONTROL ORDER WAS PRECEDED BY STUDY AND INVESTIGATION OF TRAFFIC CONDITIONS ON THE FOLLOWING PUBLIC ROAD OR ROADS IN THE CITY OF NOVI, MICHIGAN.

**TAFT ROAD**

AND AFTER SAID INVESTIGATION, IT IS HEREBY ORDERED AND DIRECTED THAT THE DEPARTMENT OF PUBLIC SERVICES ERECT AND MAINTAIN THE NO PARKING SIGN (S) IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED BY SEC. 33-51 OF THE AFORESAID CHAPTER, SAID SIGNS TO GIVE NOTICE OF THE FOLLOWING DETERMINATION:

**NO PARKING ALONG THE EAST SIDE OF TAFT ROAD FROM 180 FEET NORTH OF WHITE PINES DRIVE TO 350 FEET SOUTH OF THE SOUTHERN ENTRANCE TO NOVI HIGH SCHOOL (STADIUM DRIVE)**

  
\_\_\_\_\_  
Brian Coburn, P.E. - Traffic Engineer  
Dated: 5/9/2014

**APPROVED BY CITY COUNCIL**

TRAFFIC CONTROL ORDER NUMBER 14-15 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEROF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF AFORESAID,

**NO PARKING ALONG THE EAST SIDE OF TAFT ROAD FROM 180 FEET NORTH OF WHITE PINES DRIVE TO 350 FEET SOUTH OF THE SOUTHERN ENTRANCE TO NOVI HIGH SCHOOL (STADIUM DRIVE)**

ADOPTED AT THE REGULAR MEETING OF CITY COUNCIL ON 5/19/2014.

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, Clerk

**CITY OF NOVI  
TRAFFIC CONTROL ORDER**

       SPEED  
  X   PARKING  
       OTHER

DATE OF ORDER: 5/9/2014

CONTROL NUMBER: 14-16

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BRIAN COBURN, ENGINEERING MANAGER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

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**NO PARKING ALONG THE WEST SIDE OF TAFT ROAD FROM 180 FEET NORTH OF WHITE PINES DRIVE TO 370 FEET NORTH OF ADDINGTON LANE**



\_\_\_\_\_  
Brian Coburn, P.E. - Traffic Engineer

Dated: 5/9/2014

**APPROVED BY CITY COUNCIL**

TRAFFIC CONTROL ORDER NUMBER 14-16 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEROF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

IT IS FURTHER ORDERED AND DIRECTED THAT THIS ORDER SHALL BECOME EFFECTIVE UPON BEING FILED WITH THE CLERK AND UPON ERECTION OF ADEQUATE SIGNS GIVING NOTICE OF THE EXISTENCE OF AFORESAID,

**NO PARKING ALONG THE WEST SIDE OF TAFT ROAD FROM 180 FEET NORTH OF WHITE PINES DRIVE TO 370 FEET NORTH OF ADDINGTON LANE**

ADOPTED AT THE REGULAR MEETING OF  
CITY COUNCIL ON 5/19/2014.

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, Clerk

**CITY OF NOVI  
TRAFFIC CONTROL ORDER**

_____ SPEED	DATE OF ORDER: <u>5/9/2014</u>
<u>  X  </u> PARKING	
_____ OTHER	CONTROL NUMBER: <u>14-17</u>

PURSUANT TO CHAPTER NO. 33 OF THE CODE OF ORDINANCES OF THE CITY OF NOVI, MICHIGAN, SAME BEING THE UNIFORM TRAFFIC CODE FOR CITIES, TOWNSHIPS AND VILLAGES OF MICHIGAN AND IN THE INTEREST OF PUBLIC SAFETY AND CONVENIENCE THE FOLLOWING TRAFFIC CONTROL ORDER IS HEREBY ISSUED BY BRIAN COBURN, ENGINEERING MANAGER, DULY AUTHORIZED AS TRAFFIC ENGINEER, BY SEC. 33-51 OF THE AFORESAID CHAPTER.

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**NO PARKING IN THE DRIVE APPROACH OR IN FRONT OF THE EMERGENCY ACCESS GATE TO THE NOVI SCHOOL FIELDS (FIRST DRIVEWAY NORTH OF WHITE PINES ON THE EAST SIDE OF TAFT)**



\_\_\_\_\_  
Brian Coburn, P.E. - Traffic Engineer  
Dated: 5/9/2014

**APPROVED BY CITY COUNCIL**

TRAFFIC CONTROL ORDER NUMBER 14-17 HAVING BEEN PRESENTED TO THE COUNCIL OF THE CITY OF NOVI, MICHIGAN FOR STUDY AND APPROVAL, IS HEREBY APPROVED AND IT IS HEREBY ORDERED AND DIRECTED THAT THIS ORDER BE FILED IN THE OFFICE OF THE CITY CLERK AND A COPY THEROF IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY.

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ADOPTED AT THE REGULAR MEETING OF  
CITY COUNCIL ON 5/19/2014.

By: \_\_\_\_\_  
Robert J. Gatt, Mayor

By: \_\_\_\_\_  
Maryanne Cornelius, Clerk

## MEMORANDUM

DATE: April 14, 2014

TO: Brian T. Coburn, P.E., Novi Engineering Manager

FROM: Rodney L. Arroyo, AICP, President  
William A. Stimpson, P.E., Director of Traffic Engineering

**SUBJECT: Taft Road Parking Prohibition**

---

Per our approved proposal of 1-28-04, we have evaluated Taft Road between White Pines Drive and the south parking lot access drive for Novi High School (signed Stadium Drive) for possible roadside parking prohibitions. This memo summarizes our findings and recommendations.

### Summary of Recommendations

1. A Traffic Control Order should be approved prohibiting roadside parking along both sides of Taft between White Pines Drive and Stadium Drive.
2. Signage implementing the parking prohibitions should generally consist of 24-inch X 24-inch No Parking Symbol (R8-3) signs facing north or south at 200-ft intervals wherever the shoulder is wide enough to accommodate parked cars (detailed in this memo). Another R8-3 should be mounted on or very close to the gate, facing west, to ensure that the gate remains unobstructed.

### Supporting Analysis

**Physical Conditions** – Figures 1-S and 1-N are birdseye aerial views of the road section of interest. The play-field gate reported to be occasionally obstructed by parked vehicles is circled in red. Close examination of these photos reveals gravel shoulders along Taft, generally between the curbing along the White Pines' accel/decel lanes and the decel lane for Stadium Drive. Prominent exceptions are adjacent to the accel/decel lanes and 250-ft-long curbed passing lane for Addington.

Figure 2 is an aerial photo of the gate area, taken on May 9, 2010, at a point in time when there happened to be several vehicles parked on the shoulder and near the gate, but not obstructing the gate. One vehicle in particular is so close to the fire hydrant that it likely would have hindered normal emergency access to the hydrant. Interestingly, the same aerial photo (prior to cropping for this report) showed no activity evident on the nearby fields; this would suggest that parking obstructions could have been even worse earlier or later when the field activity was presumably greater.

Figure 3 is a street-level view, looking north along the east side of Taft from White Pines. Based on our measurements between the edge line and gravel invert of the nearby swale, off-road parallel parking would become feasible part of the way along the uncurbed acceleration taper.



## MEMORANDUM

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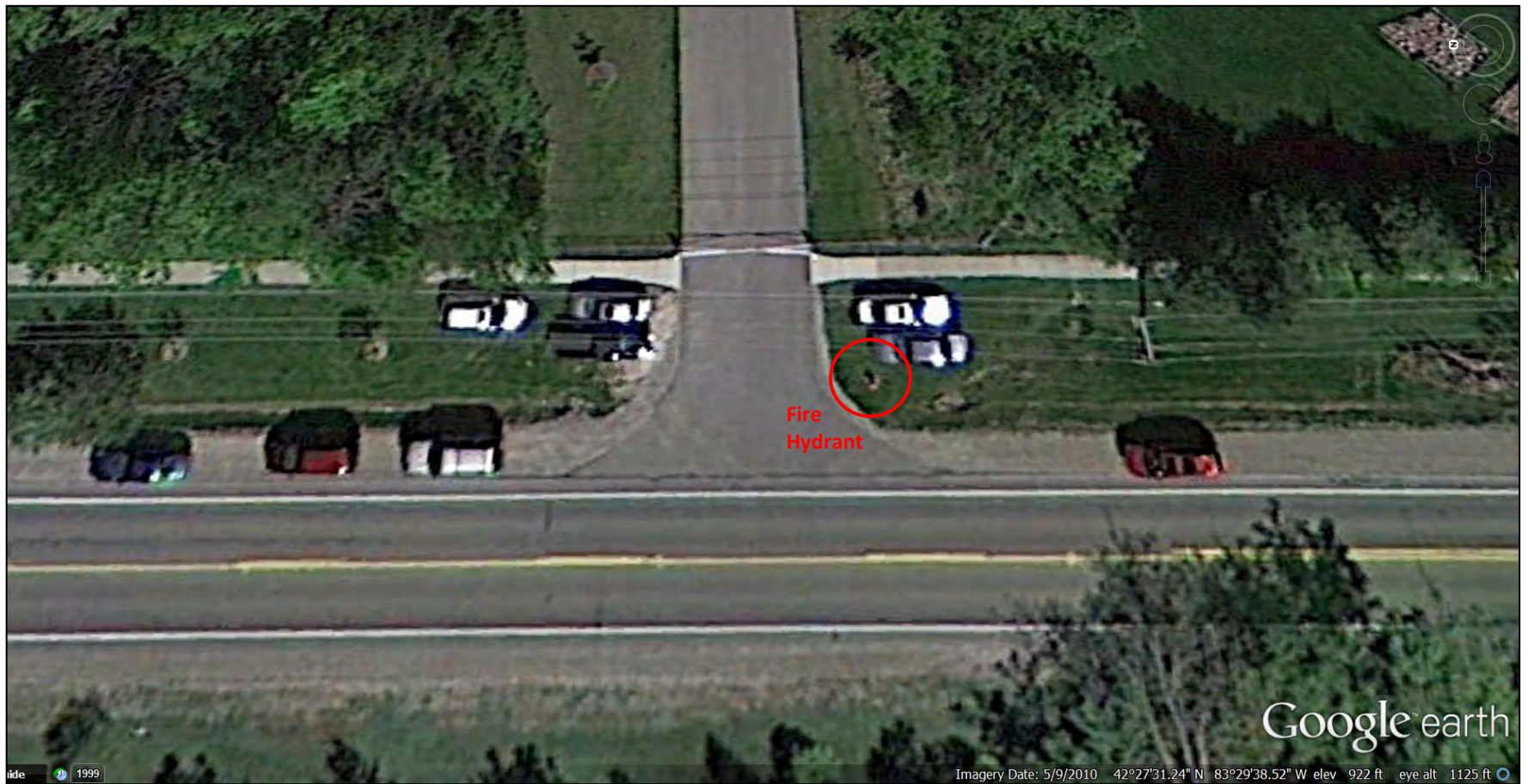


Figure 1-S. Taft Road between White Pines and Addington



Figure 1-N. Taft Road between Addington and Stadium Drive





**Figure 2. Parking Situation Caught by Satellite on May 9, 2010  
(with No Activity at Play Field Apparent in Same Photo)**



**Figure 3. Looking North along East Side of Taft from White Pines**



**Figure 4. Looking North near Gate for High School Play Field**



Figure 4 (above) shows the shoulder conditions near the subject gate. Here and elsewhere along the overall road section evaluated, the total shoulder width is roughly 11 ft, with 3-4 ft of that width paved.

Roadside parking is infeasible along the west side of the road near the north end of the subject section, since the shoulder is significantly narrower there (as can be seen in Figure 5). However, at a point 400-450 ft north of Addington (Figure 6), the shoulder widens sufficiently that it may tempt drivers wishing to park, should roadside parking prohibitions be posted only along the east side of the road.

While significant sections of shoulder in this general area *could* accommodate parking outside of the travel lanes, we are of the opinion that such parking is inappropriate and unnecessary given the off-road parking lots at the High School. It would generally diminish traffic safety in the area – by creating vehicle-vehicle and vehicle-pedestrian conflicts, limiting sight lines for vehicles approaching from side streets and driveways, and potentially obstructing emergency access to the gate and fire hydrants. Hence, we believe that roadside parking prohibitions both at and beyond the immediate gate area are warranted.

Experience has shown that the posting of parking prohibitions should consider how drivers forced to comply with the prohibitions would likely respond. For example, if the prohibited area were to be limited to only a small area near the gate, those still wishing to park on the road instead of in a school lot (e.g., to ensure a quicker departure) may simply park on Taft's west shoulder. Rather than wait-and-see, we recommend that that response be anticipated and parking prohibitions be posted at the same time as on the east side of the road.

**Crash History** – Reports of crashes occurring along Taft between White Pines and Stadium Drives were downloaded from the website [michigantrafficcrashfacts.org](http://michigantrafficcrashfacts.org) for the years 2009-2013 inclusive. Figure 7 shows the locations of these crashes. The seven crashes occurring either on or very close to Taft were reviewed in detail to see if they were possibly related to shoulder parking, and can be summarized as follows:

- 12/11/13 – SB car hit a deer approximately ¼ mile south of Ten Mile.
- 07/15/12 – SB road-rage driver ran a car off the road about 2,000 ft south of Ten Mile.
- 05/14/12 – NB rear-end crash resulted from heavy traffic near Novi High School.
- 03/05/12 – Rear-end crash on EB White Pines approach, attributed to snowy road.
- 01/23/12 – Rear-end crash on EB Addington approach, in dark and rainy conditions.
- 08/01/11 – Car turning left from EB White Pines hit by a SB vehicle; obstructed view causing crash blamed on a truck parked on the NW corner (presumably on Taft roadside).
- 01/11/12 – Car exiting High School driveway spun out of control on snow and hit culvert.

It is unclear what the truck causing the sight obstruction in the August crash was doing at the time, but the crash appears to illustrate how shoulder parking can impair traffic safety (UD-10 attached).



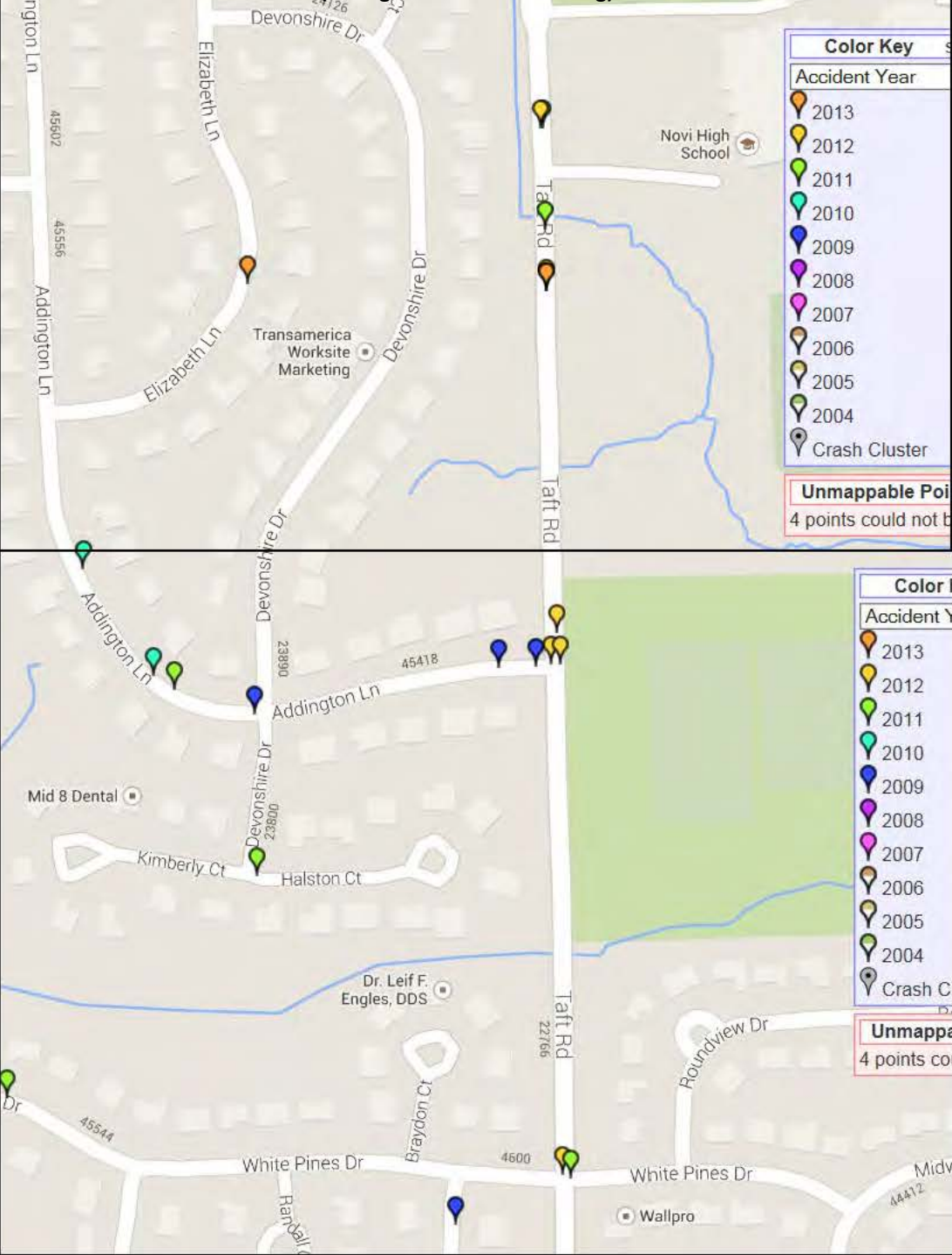


**Figure 5. Looking South along West Side from Point Near Stadium Drive**



**Figure 6. Looking South from Point where Shoulder Parking Becomes Possible**

Source: On-line crash data base (michigantrafficcrashfacts.org)



**Figure 7. Crash Locations, 2009-2013, along Taft between High School and White Pines**

## Signing Plan

Figures 8-S and 8-N show the recommended sign locations. Per the 2011 *Michigan Manual on Uniform Traffic Control Devices*, the 24-inch x 24-inch size of No Parking Symbol (R8-3) signs are appropriate for a conventional two-lane road with a 35-mph posted speed limit. Sign spacing is a matter of engineering judgment, and for this type of sign, can range from as little as 100 ft where speeds are low and/or compliance more critical, to as much as 500 ft where only a general overall basis for enforcement is sought. The length of roadside to be covered, and the locations of certain existing features, are also relevant. Our recommended general spacing of 200 ft addresses all of the preceding factors. Note that the most critical section – the gate and first 100 ft to the north and south – would be covered by three signs, two facing northbound traffic and one (on or next to the gate) facing any driver tempted to park in front of the gate or nearby hydrant.



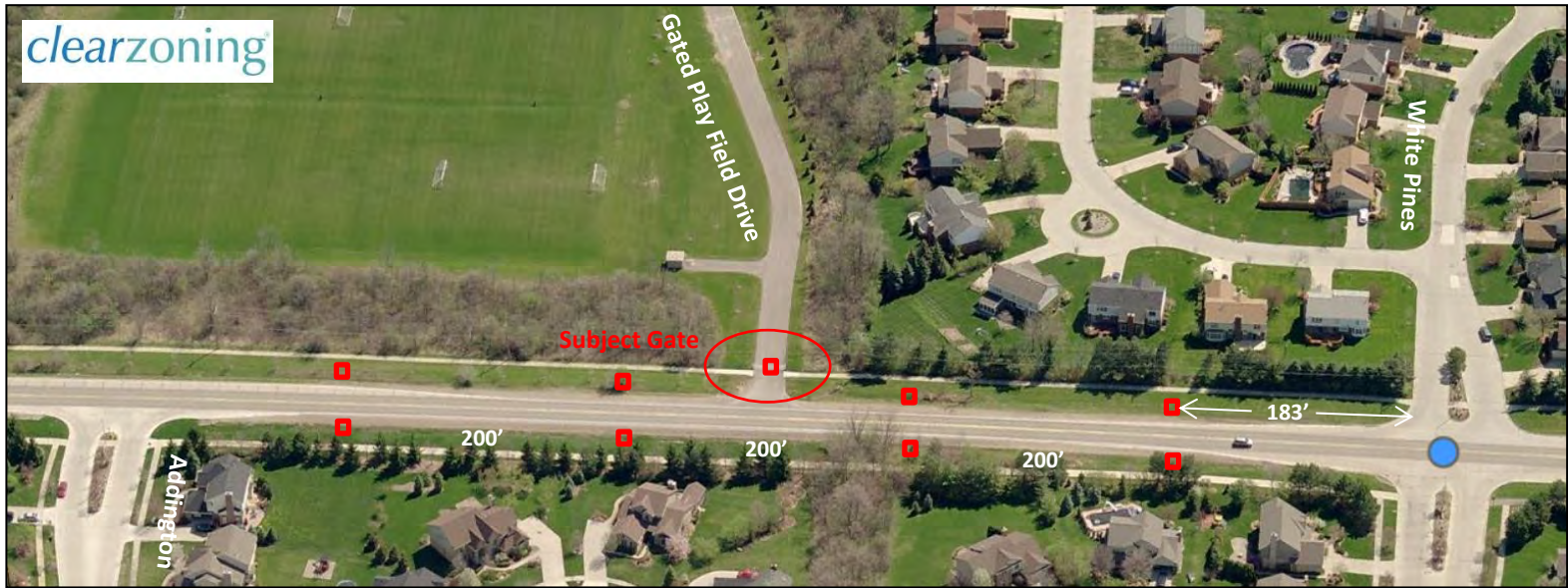


Figure 8-S. Recommended No Parking Signs, White Pines to Addington

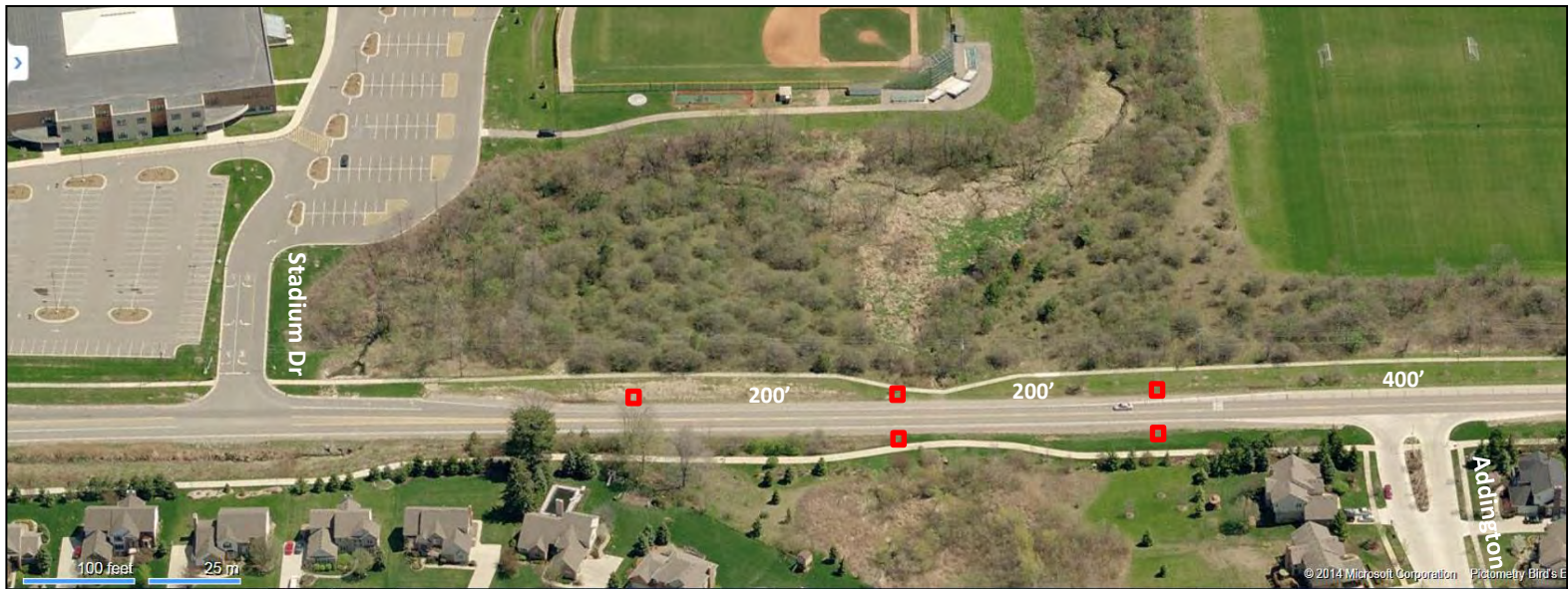


Figure 8-N. Recommended No Parking Signs, Addington to Stadium Drive



# MEMORANDUM



**TO:** DAVID E. MOLLOY  
DIRECTOR OF PUBLIC SAFETY/ CHIEF OF POLICE

**FROM:** JERROD S. HART *JSH*  
ASSISTANT CHIEF OF POLICE

JEFFERY R. JOHNSON *JRJ*  
DIRECTOR OF EMS AND FIRE OPERATIONS

**SUBJECT:** PARKING CONCERN - TAFT ROAD

**DATE:** JANUARY 23, 2014

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We reviewed the recent concern regarding vehicles parking along Taft Road north of White Pines. The occupants of the parked vehicles are presumed to be accessing the multi-purpose and softball fields south of Novi High School. The primary access point for the fields is a pedestrian pathway leading from the south parking lot of Novi High School near the football stadium. Maintenance vehicle access is gained via a driveway leading to the fields from Taft Road. The access drive is blocked by a locked gate and the fire department does not have a key for emergency access at this time.

Based on our review, we feel confident fire apparatus and police vehicles can safely navigate Taft Road if vehicles were parked on the shoulder of the roadway in compliance with Novi Ordinance 33-501 "Parking in a manner that obstructs traffic." However, we have two concerns regarding the parked vehicles; whether or not the access gate is being blocked and access to fire hydrants. There are four (4) fire hydrants (orange triangles on the map below) on the east side of Taft Road from the access drive to the south entrance of Novi High School. Novi Ordinance 33-502 "Parking prohibited in specific places" addresses these concerns.



Satellite view of multi-purpose and softball fields

We recommend Engineering review the matter and consider additional signage in front of the access drive and fire hydrants on the east side of Taft Road from White Pines to Ten Mile Road. Posting No Parking signs may assist during large events such as football games when spectators arrive during hours of darkness and may not observe the hydrants. In addition, Fire Marshal Shelton will work with Parks, Recreation and Cultural Services to place a "knox lock" on the access gate so it can be utilized by responding fire crews.



Access Gate 1/23/2014

If you have any questions, please let me know.

C: Rob Hayes, Director of Public Services  
Brian Coburn, Engineering Manager



## MEMORANDUM



**TO:** CLAY PEARSON, CITY MANAGER  
**FROM:** JASON S. MANGUM, CPRP  
DIRECTOR OF PARKS, RECREATION & CULTURAL SERVICES  
**SUBJECT:** PARKING ON TAFT ROAD  
**DATE:** JANUARY 22, 2014

To: Mayor & Council  
Background information  
regarding Novi School  
athletic fields and parking  
on Taft Road.  
Vick

In 2003, the City of Novi entered into a Recreation Facilities Agreement with the Novi Community School District, which allowed the school district to develop 14 acres of previously undeveloped park land for the purpose of high school athletics. The property, located south of the high school along Taft Road is commonly known as the "South Sports Park" and includes a softball field and two multi-purpose fields that are used for multiple high school sports for both practice and games. Spectators who attend games at that location will often park along Taft Road because of the shorter walking distance rather than parking in the designated parking lot at the high school and using the pathway to access the fields. At this time, parking along Taft Road is not prohibited. If it is determined that parking on Taft Road is a safety issue, parking can be prohibited by posting no parking signs and having City Council approve a traffic control order for those signs.

The agreement between the City and the School District specifies that, *Access from Taft Road shall be restricted to maintenance personnel, equipment and vehicles relative to the Land*, noted on page 5 item (8) of the Recreation Facilities Agreement. It is my understanding that this provision was included at the request of the neighbors to the south of the property who were concerned with the additional noise and traffic that would accompany these games if public parking access were permitted.



# Novi Community School District

25345 Taft Road • Novi, Michigan 48374

(248) 449-1200 • Fax (248) 449-1219

1/14/03

Emmett W. Lippe, Ed.D.  
Superintendent

January 10, 2003

TO: Mayor and City Council members  
Ed D.

Mr. Richard Helwig  
City Manager  
City of Novi  
45175 W. Ten Mile Road  
Novi MI 48375

Dear Mr. Helwig:

Please be advised the Novi Board of Education approved the Recreation Facilities Agreement at their regular meeting held on January 9, 2003. Enclosed is an original and one copy of the lease for your records.

Your support during the entire process of approval is deeply appreciated. We look forward to sharing the recreational facilities upon completion.

Respectfully,

Emmett Lippe  
Superintendent

Enclosures  
EL/sb

RECREATION FACILITIES AGREEMENT

**THIS AGREEMENT** is made between the **CITY OF NOVI**, a municipal corporation in the State of Michigan, hereinafter referred to as "the City", and **NOVI COMMUNITY SCHOOLS, IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN**, a general powers school district and a public corporation, hereinafter referred to as "the District", for the cooperative use of real property for recreational and athletic purposes.

The parties to this Agreement, for the benefit of the citizens of the City of Novi and Novi Community Schools, have a long-standing policy of mutual cooperation particularly in the areas of planning for and developing community recreation facilities that can be jointly used by the parties to provide more cost effective and higher quality sports and recreational opportunities within the community. The parties hereto, in the exercise of their governmental functions, have caused the following reports to be prepared which are intended to provide the framework for further development of community recreation facilities (the "Reports"):

1. The Civic Center Complex Task Force report dated November 20, 2000, and
2. The Blue Ribbon Task Force report dated March 1, 2001,

which Reports were respectively prepared on behalf of the City and the District, and are attached to this Agreement.

The City is the owner of certain land adjacent to the District's existing High School. A portion of such land, inclusive of an easement of access, is described on attached Exhibit A (the "Land").

Based upon past experience, the City and the District have concluded that they are capable of jointly utilizing the Land for recreational purposes in a manner that will provide an independent benefit to the City based upon the improvement of the Land by the District, and an



independent benefit to the District based upon the opportunity of the District to use the Land owned by the City, and the parties have also concluded that a shared use of the Land may be scheduled.

Pursuant to and consistent with the aforesaid documents and conclusion, the Board of Education has determined to construct an addition to the existing Novi High School rather than to construct a separate new high school on an undetermined site within the community. The decision to expand the existing high school allows continued use of existing shared facilities and necessitates expansion and improvement of and partial relocation of school district athletic facilities, practice fields and recreation areas on the Land, which is adjacent to the existing High School.

The District, pursuant to its decision to expand the existing high school, has budgeted funds within its Capital Projects Fund for the expansion and improvement of existing and proposed community recreation facilities on the Land, including but not limited to practice fields, ball fields and supporting property improvements, for use by school sports teams and recreational use by students and for use by the City as part of its programming for its Department of Parks, Recreation and Forestry.

The District represents that it is required by law to obtain a lease of premises to be improved as a condition precedent to the use of bond proceeds.

The parties hereto therefore agree as follows:

1. In consideration of the mutual benefits hereinbefore described, the use of the Land, consisting of 14.72 acres owned by the City of Novi, together with an easement of access described as part of the Land, is leased to the District for joint use and possession by the City and the District as provided below. The lease term shall be fifty (50) years; provided, that at the

conclusion of such initial term of the lease, or subsequent terms, the lease may be extended by mutual consent of the parties for two (2) subsequent fifty (50)-year terms.

2. The following provisions shall govern the development and use of the Land.

- a. Attached to this Agreement is a Conceptual Plan, dated December 9, 2002, which is deemed by the parties to be the basis for a combined preliminary and final site plan under the City's Zoning Ordinance ("Final Plan"). Following approval and execution of this Agreement by the City and the District, the District shall prepare and submit to the City a Final Plan, which conforms with the Conceptual Plan, for administrative review in the manner customary for final site plan review under the Zoning Ordinance. Wetland deliniation and wetland permit determinations, as well as tree replacement, shall be determined as part of Final Plan review. All development on the land, unless the Final Plan is amended as provided herein, shall be in accordance with the approved Final Plan.
- b. In the event the District desires to make changes to the development on the Land as authorized in the Final Plan, it shall, prior to making any such changes or improvements on or of the Land, consult with the Director of the City's Department of Parks, Recreation and Forestry with regard to the design of any such changed improvements, taking into consideration the City's recreational needs on the Land, and shall then submit to the City for City Council review a Preliminary Amended Plan, which shall be the equivalent of a preliminary site plan under the City's Zoning Ordinance. Such Preliminary Amended Plan shall take into consideration the interests

of the City and the District. Following review and approval of the Preliminary Amended Plan by the City Council, a Final Amended Plan, which conforms with the Preliminary Amended Plan shall be prepared and submitted to the City by the District. The Final Amended Plan shall be reviewed administratively in the manner customary for final site plan review under the Zoning Ordinance. All development on the land, unless the Amended Final Plan is further amended as provided in this subparagraph b, shall be in accordance with the approved Amended Final Plan.

c. With regard to all development and use of the Land:

- (1) The District shall secure any and all permits from governmental entities other than the City which have jurisdiction.
- (2) Woodland disturbances shall be as shown on the Final Plan. All tree replacement shall be on the Land and adjacent to the Land to the south, as determined as part of Final Plan review. With the exception of the mutually agreed upon wetland crossing to access the Land from the north, as shown on the Conceptual Plan, an examination of the City Wetland Maps would appear to indicate that there are no other anticipated wetland disturbances, and there is no intent for such other disturbances; provided, a closer scrutiny shall be undertaken as part of Final Plan review, and with respect to any approved wetland disturbance, mitigation shall occur on the Land.



- (3) It is agreed that no permanent structures (structures that require a foundation) shall be permitted, except as expressly authorized in this Agreement.
- (4) The improvements shall take into consideration the needs of both the District and the City.
- (5) All applicable City ordinances shall be met, including, without limitation, wetlands, woodlands, lighting and storm water ordinances, except as expressly provided otherwise in this Agreement.
- (6) By way of clarification, even if and to the extent that state law may not require the application and approval of a Preliminary or Final Plan by the City, the application and review required under this agreement shall apply as a matter of contract.
- (7) Uses, activities and structures shall be limited to ballfields, and athletic and recreational uses and facilities having similar impact as ballfields, together with mutually agreeable storage, maintenance and/or restroom structures as mutually agreed upon by the respective Administrators of the City and the District.
- (8) Access from Taft Road shall be restricted to maintenance personnel, equipment and vehicles relative to the Land.

3. The parties wish to incorporate the Reports referenced hereinbefore within this Agreement as guiding documents.

4. The responsibility for the cost of labor and materials required for the regular maintenance of the Land and facilities shall be allocated and apportioned between the parties as determined each year based upon contemplated usage; currently, it is generally understood that the District shall maintain (fertilize, irrigate, mow and stripe) the playing fields, and the City shall perform minor maintenance (trash removal, striping, infield leveling/dragging) when the fields are used for City functions. The general allocation and apportionment shall be subject to amendment only by mutual consent of the parties.

5. For purposes of planning for the subsequent year's use, , on or before November 1 of each year, the City Director of Parks, Recreation and Forestry and the Superintendent of Schools shall agree upon, and jointly prepare and file with the City Clerk and the Secretary of the School Board a joint memorandum concerning the scheduling of the use of the Land and facilities by the City and District, including the dates and hours of use, which schedules shall generally take into consideration the respective seasons and requirements of the City and District, with priority being given to the District for scheduled District functions during the school year, including rain dates and tournament play, and with due regard given to the recreational needs of the City. District usage shall not, as a practical matter, cause an exclusion of use by the City and the community. District events, and the use of lighting on the Land for athletic and recreational purposes, shall be in accordance with the rules applicable to other park facilities in the city.

6. Each party shall be responsible for its own cost or proportionate share of the cost of using the property during the periods for which the facilities are available to each respective party pursuant to the joint scheduling memorandum.

7. In November preceding each year during the term of this Agreement, the City Manager, or the Manager's designee, shall meet with representatives of the District to jointly review and approve a schedule for the operation and maintenance of the Land and facilities for the next fiscal year commencing on July 1.. The parties will also review all issues concerned with scheduling and costs for approval by their respective governing Boards.

8. Each party agrees to notify the other of any discovered dangerous or defective conditions on the Land and agrees, to the extent a condition is identified to be the result of use by either party, to pay the cost of repair or maintenance, or, if no cause is known, to share the cost of repair or maintenance according to the general extent of usage of the area in question by the respective parties.

9. Each party shall maintain public liability and property damage insurance in commercially reasonable amounts and each party shall also name the other as an additional insured under its policy with respect to the Land, evidence of which shall be mutually exchanged on an annual basis if requested. Considering the liability issue, among other things, the District shall not be permitted to assign or sub-lease the right to use the Land.

10. In the event of any disagreement arising from the terms of this Agreement, the parties shall attempt to agree upon a procedure for final and binding dispute resolution; provided, however, in the event the parties are unable to reach a mutually agreeable understanding with regard to such a procedure, two representatives of each governing body of the City and the District shall be appointed as a "Dispute Resolution Panel" (the "Panel") who shall meet within fifteen (15) days and render a decision within thirty (30) days of appointment; and in the event of deadlock, the Panel shall in turn agree upon an impartial third party who shall, within fifteen (15)



days of appointment, consult with the Panel, interpret the intent of this Agreement considering the Reports and, without delay render a written and binding decision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

WITNESSES:

Maryanne Cornelius  
MaryAnn Cabadas

Elizabeth Brown  
Sue Bushart

CITY OF NOVI

By Richard J. Clark  
Richard J. Clark, Mayor  
Dated: 12-16, 2002

NOVI COMMUNITY SCHOOLS

By Bruce Bushart  
Its: President  
Dated: 1-9, ~~2002~~  
2003

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