



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item F
January 22, 2007

SUBJECT: Approval of a secondary emergency water connection to Country Cousins Mobile Home Park with the City of Farmington Hills.

SUBMITTING DEPARTMENT: Engineering *RH*

CITY MANAGER APPROVAL: *Ch*

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

BACKGROUND INFORMATION:

The Engineering Department has been working the owner of Country Cousins and the City of Farmington Hills to connect the Country Cousins Mobile Home Park to the City of Novi water supply. Country Cousins has two phases: the southern phase is served by a community well system while the northern (newer) phase is served by a temporary connection to the City of Farmington Hills. There is an intergovernmental agreement in place which in essence requires Country Cousins to make a connection to the City of Novi water system when water main is available. Water main is currently available within 200 feet of Country Cousins and the City of Farmington Hills has provided notice to Country Cousin that they are to disconnect from Farmington Hills water and connect to the City of Novi.

In discussions with the City of Farmington Hills representatives on this issue, they made the request to keep the connection between the two communities intact with valves to keep the water systems separate except in emergency situations. City staff was agreeable to the request and are working with the owner of Country Cousins to make this emergency connection possible. The emergency connection will be completed at no cost to the City.

The owner of Country Cousins is in the process of obtaining an easement from International Transmission Company. When the easement has been obtained and final minor changes to the plans are completed, Country Cousins will construction of the 763 linear feet of water main to make the connection to City of Novi water as shown on the attached map.

RECOMMENDED ACTION: Approval of a secondary emergency water connection to Country Cousins Mobile Home Park with the City of Farmington Hills.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

December 26, 2006

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

Brian Coburn, Civil Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secrestwardle.com

Re: **Agreement for Emergency Connection to Public Water**
Our File No. 55142 NOV

Dear Mr. Coburn:

Enclosed please find the final draft of the Agreement for Emergency Connection to Public Water. The Agreement provides for the installation and maintenance of a two valve closed connection between the City of Farmington Hills and City of Novi public water systems. In the event of an emergency within either city, including but not limited to severe low water pressure, a need for additional water pressure for fire suppression, a system break or failure, or some other loss of capacity or flow, the cities may provide treated water service to each other by way of opening the valve connections. Pursuant to the Agreement, each city has the authority and the responsibility, at its expense, to own and maintain its own valve connection. The charge for any treated water service provided by one party to the other shall be the prevailing rate set by each party. The Agreement will become effective upon the public acceptance of the water main at issue in the Agreement. The Agreement may be terminated by either party with one year's written notice.

The Agreement has been approved by the City of Farmington Hills City Council at their most recent regular meeting. It will be executed by Farmington Hills upon receipt of confirmation that Novi's City Council has approved it.

We recommend placement of this Agreement on the next available City Council Agenda for approval. Once approved, an original should be executed. We will obtain, and provide the City Clerk's Office with a copy of the Agreement executed by Farmington Hills. The counterpart signatures may be attached into a single agreement and may be maintained in the City Clerk's Office, with a copy to be provided to the DPW.

Brian Coburn, Civil Engineer
January 12, 2007
Page 2

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

Very truly yours,

ELIZABETH M. KUDLA

EMK

Enclosure

C: Maryanne Cornelius, Clerk (w/o Enclosure)
Benny McCusker, DPW Director (w/ Enclosure)
Thomas R. Schultz, Esquire (w/o Enclosure)

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AGREEMENT FOR EMERGENCY CONNECTION TO PUBLIC WATER

THIS AGREEMENT is made this ____ day of _____, 2006, by and between the City of Farmington Hills, a Michigan municipal corporation, located at 31555 West Eleven Mile Road, Farmington Hills, MI 48336-1165 ("Farmington Hills") and the City of Novi a Michigan municipal corporation, located at 45175 W. Ten Mile Road, Novi, MI 48375 ("Novi"), herein together called the "Parties".

WITNESSETH:

WHEREAS, Novi and Farmington Hills each own and operate a system for water supply which serves that City, and

WHEREAS, the Parties receive water from the same source, and

WHEREAS, from time to time water pressure to each City's main may be lost due to a break in a public water main within either Novi or Farmington Hills, and

WHEREAS, it is in the interest of the public health, safety and welfare, for the Parties to install and maintain a connection between their system consisting of a two valve closed connection between the two water supply systems, so that each could supply treated water to the other on a temporary basis in the event of an emergency, and

WHEREAS, Novi and Farmington Hills desire to enter into an intergovernmental agreement to provide for the interconnection of their respective water systems, and to specify their respective rights and responsibilities once the systems are connected.

The Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., grants any municipal corporation the power to join with any other municipal corporation by contract for the joint operation of any property, facility, or service which each would have the power to own, operate, or perform separately.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Novi and Farmington Hills agree as follows:

1. That Novi shall be permitted to make a closed valve connection to the water main of the Farmington Hills public water system, in the location described on Exhibit A.
2. Novi shall obtain all necessary governmental permits and approvals for the interconnection of the two systems.
3. All infrastructure installed in Farmington Hills shall be owned and maintained by Farmington Hills. All infrastructure installed in Novi shall be owned and maintained by Novi. The parties hereby grant the necessary repair and maintenance easements over the infrastructure sites.
4. Each Party shall have the authority and the responsibility, at its expense, to own and maintain its own valve connection. In the event of an emergency, either Party may make repairs to the other Party's infrastructure including the valve and improvements surrounding the valve without notice and/or prior approval.
5. Upon reasonable advance notice, the parties hereby agree and do hereby grant the necessary easements to access any meter that may be installed for purposes of meter reading.
6. The Parties shall have the right to inspect, test and approve all interconnections between its water system and that of the other Party prior to either Party providing treated water service to the other.
7. In the event of an emergency within either City, including but not limited to severe low water pressure, a need for additional water pressure for fire suppression, a system break or failure, or some other loss of capacity or flow, the Parties agree to act in good faith with one another by providing treated water service to each other by way of opening the valve connections.
8. Upon reasonable notice, the Parties each specifically reserve the right to terminate the supply of treated water to the other if deemed necessary to protect the public health, safety and welfare within its own geographic limits. Any water obtained under this Agreement shall be used and provided to persons or entities solely within the recipient City's geographic limits.
9. The charge for any treated water service provided by one party to the other shall be the prevailing rate set by each party. Any charge for emergency usage shall be paid by the City receiving the emergency service within thirty (30) days of receipt of an invoice from the City providing the emergency service. This rate shall be reviewed by the parties every two (2) years during the term of this Agreement. If the water service provided is not metered, the Parties shall bill each other on the basis of a reasonable estimate made and agreed to by both parties based on historical data for water usage for that area.

10. Neither City makes any representation as to the quality of the treated water that it will provide in the event of an emergency, other than that the water that is provided will be treated and will be of the same quality that the City provides to its own customers.
11. To the fullest extent permitted by law, Farmington Hills and Novi mutually agree to indemnify, defend and hold the other harmless for any losses, claims, causes of action, or other liabilities, including any costs, expenses and attorney fees incurred by the other, which arise from the tortuous acts or omissions of the other related to this Agreement, with the exception of any gross negligence or intentional acts. The Parties enter into this Agreement to further the public health, safety and welfare within their communities and do not intend to confer any benefit or privilege upon any party other than themselves.
12. This Agreement may be terminated for any reason by either Party upon one (1) year's written notice to the other.
13. This Agreement shall be binding upon signature and effective upon acceptance of the subject water main by the City of Novi.
14. 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.
15. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2006.

In the presence of:

CITY OF FARMINGTON HILLS

BY _____
Steve Brock, City Manager

BY _____
Kathryn A. Dornan

CITY OF NOVI

BY _____
David Landry, Mayor

BY _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2006, before me, a Notary Public in and for said County, personally appeared Steve Brock, City Manager, and Kathryn A. Dornan, City Clerk to me personally known, who, being by me duly sworn executed the within instrument by authority of its City Council; and said Steve Brock and Kathryn A. Dornan acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public
Oakland County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2006, before me, a Notary Public in and for said County, personally appeared David Landry, Mayor, and Maryanne Cornelius, City Clerk, to me personally known, who, being by me duly sworn, executed the within instrument by authority of its City Council; and said David Landry and Maryanne Cornelius acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Notary Public
Oakland County, Michigan
My commission expires: _____

CITY COUNCIL AGENDA
CITY OF FARMINGTON HILLS
REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 8, 2007
7:30 P.M.

CALL MEETING TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. Approval of Agenda.
2. Emergency Preparedness "Tip of the Month."

CORRESPONDENCE

CONSENT AGENDA - (See Items No. 3 - 9)

All items listed under Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council Member or citizen so requests, in which event the items will be removed from the Consent Agenda and considered at the end of the normal Agenda.

PUBLIC QUESTIONS AND COMMENTS

Limit of five (5) minutes for any item of City business not on the Agenda.

COUNCIL MEMBERS COMMENTS AND ANNOUNCEMENTS

CITY MANAGER UPDATE

CONSENT AGENDA:

3. Recommended approval of award of contract for excavating, soil spreading and landscape finishing services to D & E Landscaping in the annual amount of \$40,000 for a period of two (2) years. CMR 1-07-1
4. Recommended approval of submission of a grant application for two (2) Fire Prevention and Safety Activity programs. CMR 1-07-5
5. Recommended approval of submission of a grant application for the Emerald Ash Borer Tree Planting Program. CMR 1-07-4
6. Recommended approval of entering into an agreement with the City of Novi for emergency water connection. CMR 1-07-2
7. Recommended approval of collective bargaining agreement for the Farmington Hills Lieutenants and Sergeants Association/POLC. CMR 1-07-3
8. Recommended approval of the city council regular meeting minutes of December 11, 2006.
9. Recommended approval of the city council study session meeting minutes of December 11, 2006.

CONSENT AGENDA ITEMS FOR DISCUSSION
ADDITIONS TO AGENDA

10. Attorney's Report

ADJOURNMENT

Respectfully submitted,
Kathryn A. Dornan, City Clerk

Reviewed by:
Steve Brock, City Manager



City of Farmington Hills

cc: Benny McCusker
Rob Hayes
Clay Pearson
DEPARTMENT OF PUBLIC SERVICES
THOMAS P. BIASSELL, DIRECTOR

October 12, 2005

The City of Novi
45175 W. 10 Mile Road
Novi, MI 48375

RECEIVED BY
ENGINEERING DIVISION
OCT 14 2005
CITY OF NOVI

ATTN: Brian T. Coburn, P.E., Civil Engineer

RE: County Cousins Mobile Home Park
Emergency Water Main Connection to the Farmington Hills Water System
Haggerty Road at Hills Tech Drive.

Dear Brian:

After further review of the disconnection of the Country Cousins Mobile Home Park, the City of Farmington Hills and the Oakland County Drain Commission Water Division feel that maintaining an emergency connection between the two public systems is advisable. Hence we are revising our letter to you of September 6, 2005 regarding the disconnection between the two cities. We ask that the plans be amended to put in a T at the 8 inch 6 inch junction rather than two 45 degree bends as shown on the currently approved construction plans. The connection between the two cities would than be controlled by the gate valve at the southeast corner of Haggerty and Hills Tech Drive.

As discussed, it would be appropriate to have a letter or memorandum of understanding between the two communities as to the use of the connecting line during an emergency situation.

If this proposal meets with your approval we would appreciate receiving a copy of the revised construction drawings for our use, and will await a memorandum prepared by your staff for the two cities to agree to put in effect.

Thank you for your cooperation,

Very truly yours,

William C. Otwell Jr.
City Engineer

cc: Thomas P. Biasell, Director of Public Services
James Cubera, Senior Engineer
Jody Couldwell, OCDC

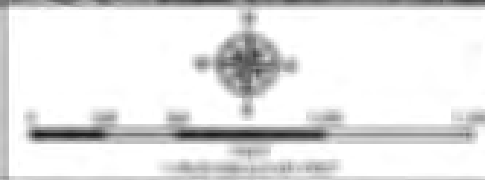
mm/wotletter to Brian Coburn, RE County Cousins Water Main Connection

Location Map

Emergency Connection to Public Water



CITY OF FARMINGTON HILLS
 ENGINEERING DEPARTMENT
 40000 Woodward Ave., 4th Floor
 Farmington Hills, MI 48334
 (248) 854-1000
 www.farmingtonhills.org



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 This drawing is for informational purposes only. It is not intended to be used as a legal document. The City of Farmington Hills is not responsible for any errors or omissions in this drawing. The City of Farmington Hills is not responsible for any damages or liabilities arising from the use of this drawing. The City of Farmington Hills is not responsible for any claims or lawsuits arising from the use of this drawing. The City of Farmington Hills is not responsible for any claims or lawsuits arising from the use of this drawing.