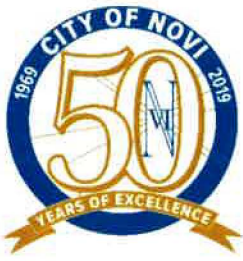


CITY of NOVI CITY COUNCIL

**Agenda Item D
January 28, 2019**



SUBJECT: Approval of a Memorandum of Understanding (MOU) agreement with the Novi Community School District (NCSD) for the Safe Routes to School Program.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

Over the past nine months, 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. Staff plans to submit the grant application in February 2019 for consideration of funding in 2020. The SRTS team members working on the City's grant application are comprised of the NCSD, the City's DPW, OHM Advisors, and the Michigan Fitness Foundation (Michigan SRTS Grant Coordinators).

Safe Routes to School is a federally funded program designed to encourage and enable children in grades K-8 to walk and bicycle to school. Grant awards can be up to \$200,000 per campus in infrastructure construction upgrades and up to \$8,000 per campus for eligible non-infrastructure programs. Deerfield Elementary, Parkview Elementary, Novi Woods Elementary, Novi Meadows Elementary, Orchard Hills Elementary, Village Oaks Elementary, and Novi Middle School have been identified as candidates for funding. There were segments of sidewalk along major roads identified as possible points of improvement, such as 10 Mile Road near Orchard Hills Elementary School and 11 Mile Road near Parkview Elementary School. Orchard Hills and Village Oaks have new sidewalk networks proposed to be constructed as part of the grant application. The ditches in Orchard Hills and Village Oaks will have to be enclosed and storm sewer structures will need to be installed in order to adequately drain the sidewalks. Some tree removals and/or relocations may be required in order to accommodate the proposed sidewalk networks.

As part of the SRTS application process, the City is required to enter into a Memorandum of Understanding (MOU) with the NCSD for the purpose of memorializing the City and the NCSD's agreement to cooperate in the participation of the SRTS Program, which is a federally-funded program administered by MDOT. The sole purpose of the MOU is to apportion costs between the City and the NCSD for participation in the SRTS Program. The City agrees to bear the cost of the consultant to participate in the SRTS Program.

MDOT has historically provided the required 20% local match required 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. The 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 the NCSD would be \$276,500 and \$3,500 respectively. In addition, the City and the NCSD agree to pay for non-participating matching items including design and construction administration which are estimated at \$237,000 and \$2,400 respectively. 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 should be awarded the grant.

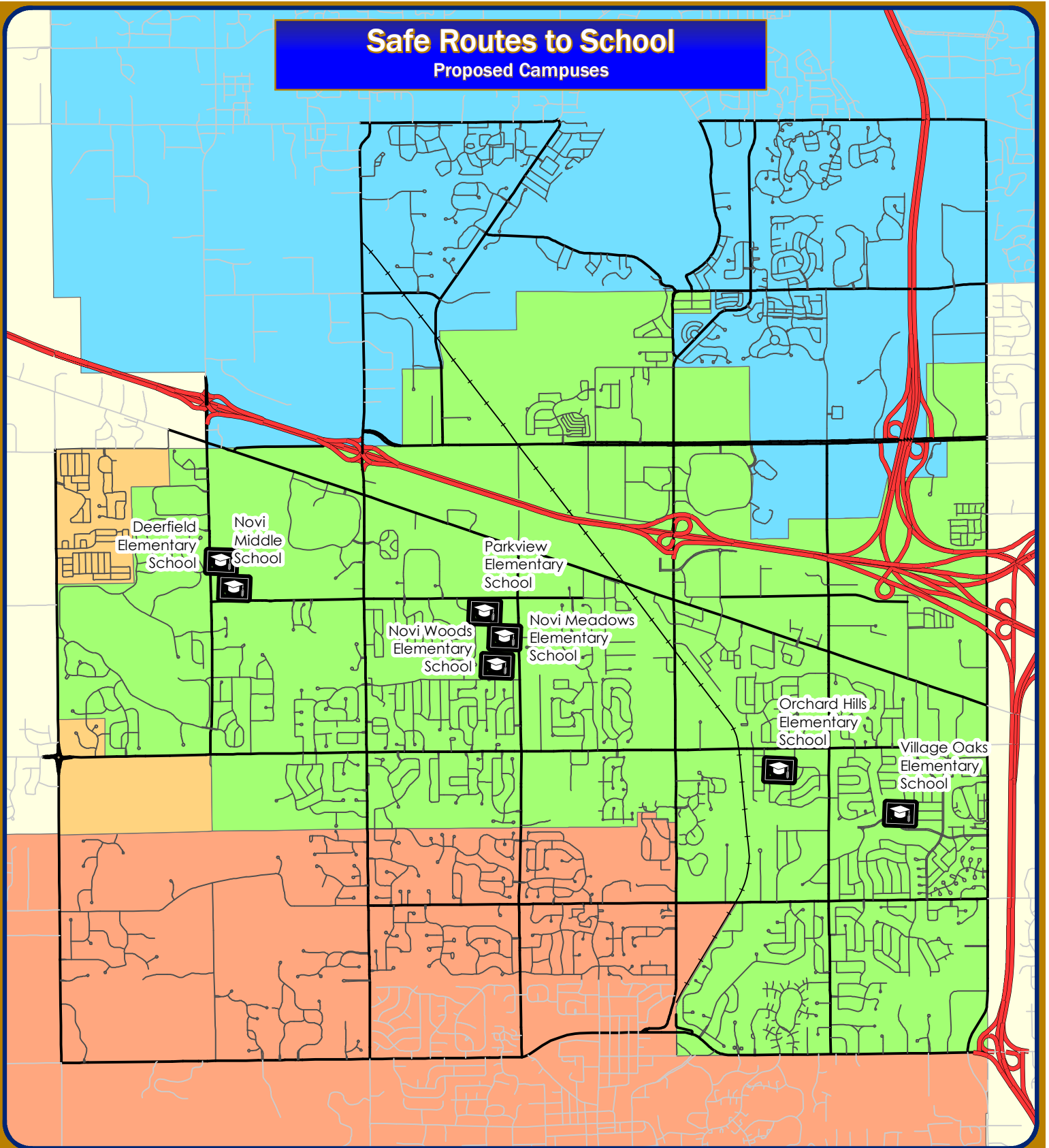
The grant submittal is scheduled for April 2019, and final project costs will be determined by staff following additional input from impacted residents and City Council. One public meeting (required by grant) was held on December 6, 2018. Two more public meetings will be held prior to presenting the final grant submittal to City Council for approval.

The MOU has been favorably reviewed by the City Attorney (Beth Saarela, December 4, 2018) and is recommended for acceptance.

RECOMMENDED ACTION: Approval of a Memorandum of Understanding (MOU) agreement with the Novi Community School District (NCSD) for the Safe Routes to School Program.

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

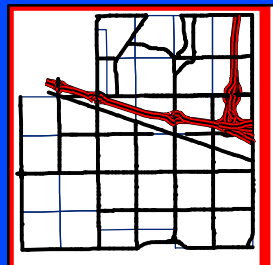
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

December 4, 2018

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:

We have received and reviewed a revised 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 purpose of the Memorandum is to generally apportion costs for participating in the SRTS Program between the City and the Novi Community School District. The City agrees to bear the cost of the consultant to participate in the SRTS Program. Other costs related to infrastructure projects will be allocated so that the City is responsible for 99% of the cost and the School District for 1% of the cost not covered by MDOT matching funds.

The Agreement is provided for the limited purpose of setting forth how the project costs will be divided between the named parties. The revisions from the initial draft of the Memorandum of Understanding include a change to require the City to apply for the grant funding for the project and a revised cost estimate for the cost to be paid by the City and the School District in the event that MDOT does not pay the local match. Based on the limited purpose and scope of the Memorandum of Understanding, we see no legal impediment to entering into the Memorandum of Understanding with the School District.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over the typed name below.

Elizabeth Kudla Saarela

Jeffrey Herczeg, Director of Public Works
City of Novi
December 4, 2018
Page 2

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
George Melistas, Senior Engineering Manager (w/Enclosure)
Joseph Akers, Civil Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (referred to hereafter as “MOU”) entered into the _____ day of December, 2018, 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 “NCS D”). Each a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the City has requested that NCS D cooperate with the City in implementing a Safe Routes to School program to serve the residents of the City, especially those children attending NCS D 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 (NCS D) 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

NOVI COMMUNITY SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____



OPINION OF PROBABLE CONSTRUCTION COST

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road, Livonia, Michigan, 48150

Telephone: (734) 522-6711 FAX: (734) 466-4557

PROJECT: Novi SRTS
 LOCATION: _____
 WORK: VARIES PER PRIORITY

DATE: October 9, 2018
 PROJECT #: 0163-17-0150
 ESTIMATOR: AKS
 CHECKED BY: _____
 CURRENT ENR: _____

ITEM CODE	DESCRIPTION	UNIT	TOTAL	UNIT PRICE	COST
1047051	Traffic Maintenance and Control	LS	1	\$164,000.00	\$ 164,000.00
1500001	Mobilization, Max.	LS	1	\$ 82,000.00	\$ 82,000.00
2020004	Tree, Rem, 6 inch to 18 inch	Ea	73	\$ 300.00	\$ 21,900.00
2030001	Culv, Rem, Less than 24 inch	Ea	87	\$ 300.00	\$ 26,100.00
2040020	Curb and Gutter, Rem	Ft	103	\$ 6.00	\$ 618.00
2040021	Curb, Rem	Ft	252	\$ 5.00	\$ 1,260.00
2040050	Pavt, Rem	Syd	5065	\$ 10.00	\$ 50,650.00
2040055	Sidewalk, Rem	Syd	49	\$ 10.00	\$ 490.00
2050041	Subgrade Undercutting, Type II	Cyd	240	\$ 40.00	\$ 9,600.00
2057002	Station Grading, Sidewalk	Sta	196.18	\$ 1,200.00	\$ 235,416.00
3020010	Aggregate Base, 4 inch	Syd	14714	\$ 13.00	\$ 191,282.00
4017050	Culv End Section HP Storm Pipe, 12 inch	Ea	3	\$ 350.00	\$ 1,050.00
4027001	HP Storm Drain Pipe, 12 inch	Ft	3542	\$ 35.00	\$ 123,970.00
4027001	HP Storm Drain Pipe, 15 inch	Ft	417	\$ 40.00	\$ 16,680.00
4027001	HP Storm Drain Pipe, 18 inch	Ft	209	\$ 50.00	\$ 10,450.00
4027050	Irrigation System Repair	Ea	25	\$ 50.00	\$ 1,250.00
4030200	Dr Structure, 24 inch dia	Ea	45	\$ 1,500.00	\$ 67,500.00
4030210	Dr Structure, 48 inch dia	Ea	1	\$ 3,500.00	\$ 3,500.00
4030312	Dr Structure, Tap, 12 inch	Ea	3	\$ 325.00	\$ 975.00
4037050	Dr Structure Cover, Adj	Ea	17	\$ 400.00	\$ 6,800.00
4037050	Dr Structure, 36 inch dia	Ea	2	\$ 3,200.00	\$ 6,400.00
5010025	Hand Patching	Ton	17	\$ 120.00	\$ 2,040.00
5010033	HMA, 13A	Ton	78	\$ 130.00	\$ 10,140.00
5010034	HMA, 36A	Ton	24	\$ 135.00	\$ 3,240.00
5017011	HMA, Driveway, 7 inch	Syd	544	\$ 40.00	\$ 21,760.00
6020104	Conc Pavt, Nonreinf, 8 inch	Syd	53	\$ 70.00	\$ 3,710.00
8010005	Driveway, Nonreinf Conc, 6 inch	Syd	2907	\$ 45.00	\$ 130,815.00
8020038	Curb and Gutter, Conc, Det F4	Ft	7	\$ 16.00	\$ 112.00
8030010	Detectable Warning Surface	Ft	430	\$ 40.00	\$ 17,200.00
8030036	Sidewalk Ramp, Conc, 6 inch	Sft	3160	\$ 7.00	\$ 22,120.00
8030044	Sidewalk, Conc, 4 inch	Sft	82891	\$ 4.00	\$ 331,564.00
8030046	Sidewalk, Conc, 6 inch	Sft	12750	\$ 5.00	\$ 63,750.00
8037001	Curb Ramp Opening, Conc	Ft	364	\$ 25.00	\$ 9,100.00
8067001	Swale Grading	Ft	4165	\$ 9.00	\$ 37,485.00
8100402	Sign, Type III, Erect, Salv	Ea	2	\$ 70.00	\$ 140.00
8100405	Sign, Type IIIB	Sft	27	\$ 17.00	\$ 459.00
8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	Ft	347	\$ 6.00	\$ 2,082.00
8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	Ft	41	\$ 18.00	\$ 738.00
8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	Ft	247	\$ 5.00	\$ 1,235.00
8130010	Riprap, Plain	Syd	100	\$ 100.00	\$ 10,000.00
8167011	Topsoil, Seed, and Mulch, 3 inch	Syd	29228	\$ 5.00	\$ 146,140.00
8167050	Tree, Replacement or Relocation	Ea	73	\$ 400.00	\$ 29,200.00
8200100	Pedestal, Alum	Ea	2	\$ 800.00	\$ 1,600.00
8200105	Pedestal, Fdn	Ea	2	\$ 800.00	\$ 1,600.00
8200121	Pushbutton and Sign	Ea	2	\$ 500.00	\$ 1,000.00
8207050	Flsh Beacon, Rectangular Rapid, Solar Power	Ea	2	\$ 4,250.00	\$ 8,500.00
8217050	Pushbutton Support Post, RCO	Ea	2	\$ 600.00	\$ 1,200.00
					\$ 1,878,821.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST =					\$ 1,878,821.00

PRELIMINARY OPINION OF PROBABLE PROJECT COSTS

Project ID#	CIP Budget Category	City Staff Evaluation as of	Total Project Cost
SRTS	Sidewalks & Pathways	October 2018	\$2,486,908

Safe Routes to School Sidewalk Construction and Repair



Project Description, Justification, & Operating Budget Impact

The City of Novi in conjunction with the Novi Community School District (NCSD) are pursuing a Safe Routes to School (SR2S) Grant opportunity. SR2S is a federal program with the goal to make it safe and convenient for children from kindergarten up to eighth grade to walk or bike to school, including those children with disabilities. The City has sent OHM a Request for Proposal to assist the Engineering Division in facilitating the process of applying for the SR2S grant. For the seven targeted campuses, Novi could receive up to \$200,000 per campus for infrastructure construction for sidewalks and pathway improvements in grant money.

Design Engineering	\$ 150,306
Right-of-Way Acquisition	\$ -
Geotechnical Design	\$ -
Other	\$ -
TOTAL ENGINEERING	\$ 150,306
Contingency	\$ 30,062
<i>Notes:</i>	
20%	
TOTAL ENGINEERING (including contingency)	\$ 180,368

Construction	\$ 1,878,821
Construction Engineering	\$ 108,033
Crew Days	\$ 70,000
Material Testing	\$ 40,000
Other	\$ -
TOTAL CONSTRUCTION	\$ 2,096,854
Contingency	\$ 209,686
<i>Notes:</i>	
10%	
TOTAL CONSTRUCTION (including contingency)	\$ 2,306,540

BUDGET DETERMINATION BASED ON YEAR AWARDED			
Budget Determination excludes TOTAL ENGINEERING (including contingency) if completed in prior fiscal year			
2019-20	\$2,486,908	2024-25	\$2,883,008
2020-21	\$2,561,515	2025-26	\$2,969,498
2021-22	\$2,638,361	2026-27	\$3,058,583
2022-23	\$2,717,512	2027-28	\$3,150,341
2023-24	\$2,799,037	2028-29	\$3,244,851

Engineering Completed in Prior Fiscal Year?

Funding Source?

Outside Funding?