



# CITY of NOVI CITY COUNCIL

**Agenda Item 2**  
**March 26, 2012**

**SUBJECT:** Approval to refund previously received federal grant funds in the amount of \$169,502 to the Michigan Department of Transportation for the preliminary engineering of Ten Mile Road widening (Novi Road to Haggerty Road) project.

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

**CITY MANAGER APPROVAL:**

<b>EXPENDITURE REQUIRED</b>	<b>\$169,502</b>
<b>AMOUNT BUDGETED</b>	<b>\$0</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$169,502 (to be included in future budget amendment)</b>
<b>LINE ITEM NUMBER</b>	<b>204-000.00-665.001</b>

## BACKGROUND INFORMATION:

In 1993, the City of Novi was awarded a federal grant using Transportation Economic Development (Category C) Funds to complete preliminary engineering for the reconstruction and widening of Ten Mile Road from Novi Road to Haggerty Road. The attached agreement was executed between the City of Novi and the Michigan Department of Transportation (MDOT) on August 26, 1994. The total engineering costs for the project were estimated to be \$383,000, with \$306,400 paid by the grant funds and the remaining \$76,600 to be paid by Novi. The Road Commission for Oakland County (RCOC) did not participate in funding for the project even though Ten Mile Road is under RCOC jurisdiction (see attached February 8, 1994 letter from RCOC for additional information).

Between 1994 and 2000, the preliminary engineering for the project progressed using the City's consultant at that time, JCK & Associates. Also during this period, there were several members of the public that addressed City Council on several occasions in opposition to the project. The residents adjacent to the project formed a citizen group called the 10 Mile Task Force and challenged the proposed 5-lane alternative that was proposed at the time. Some of the concerns expressed by the group were the proximity of the proposed road to existing homes, the anticipated noise and pollution levels, safety, and property values. The attached chronology summarizes the events between 1994 and the December 4, 2000 meeting, when City Council approved a resolution to withdraw from the project. During this period, \$169,502 of the grant funding had been used for preliminary engineering and resulted in the completion of the topographic survey, the environmental assessment, and the conceptual design of the project. The project ended before design plans were completed or right-of-way acquisition had occurred.

The City received an invoice in late February 2012 from MDOT requesting repayment of the \$169,502 in federal funds that were used for the project. MDOT's request is in response

to the Federal Highway Administration (FHWA) request for reimbursement under the Ten-Year Rule (see attached January 5, 2011 MDOT letter to FHWA). The Ten Year Rule (which is supported by federal law under 23 USC 102 and 23 CFR 603.112, attached) requires repayment of funds used for preliminary engineering "when either ROW acquisition or construction has not started by the close of the 10th fiscal year following the fiscal year when the project was authorized." (See attached information regarding the Ten Year Rule).

All federal grants awarded to local agencies, such as the City of Novi, are administered by and passed-through the State. The Ten Year Rule required MDOT to repay FHWA for the grant funding provided for the project, which prompted MDOT to in turn invoice the City for reimbursement of those funds. This is required under the 1994 agreement with MDOT: "Any items of project cost not paid with TED [Transportation Economic Development] funds will be the sole responsibility of the requesting party [City of Novi]." The City of Novi is now 100% responsible for the costs expended on this project because the federal funding has been revoked under the Ten Year Rule.

Staff has discussed the invoice with MDOT and confirmed that the repayment is required regardless of the circumstances or amount of work completed before the project was terminated by the City (see attached correspondence). Staff's conclusion is that the repayment of federal funds to MDOT for the Ten Mile Road preliminary engineering is required.

**RECOMMENDED ACTION:** Approval to refund previously received federal grant funds in the amount of \$169,502 to the Michigan Department of Transportation for the preliminary engineering of Ten Mile Road widening (Novi Road to Haggerty Road) project.

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

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

**Executed Agreement with  
Michigan Department of Transportation  
August 26, 1994**

STATE OF MICHIGAN



TRANSPORTATION  
COMMISSION

Barton W. LaBelle  
Richard T. White  
Robert M. Andrews  
Jack L. Gingrass  
John C. Kennedy  
Irving J. Rubin

JOHN ENGLER, GOVERNOR

DEPARTMENT OF TRANSPORTATION

TRANSPORTATION BUILDING, 425 WEST OTTAWA POST OFFICE BOX 30050, LANSING, MICHIGAN 48909

PHONE: (517) 373-2090 TDD NO.: (517) 373-0012 FAX NO.: (517) 373-0167

PATRICK M. NOWAK, DIRECTOR

August 26, 1994

Ms. Geraldine Stipp, Clerk  
City of Novi  
45175 W. Ten Mile Rd.  
Novi, MI 48375-3024

RE: MDOT Contract No. 94-1327  
Control Section: EDCF 63544  
Job Number: 36960

Dear Ms. Stipp:

Enclosed is a fully executed copy of the above-noted agreement.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Donald L. Morgan".

Donald L. Morgan, Contract Analyst  
Agreements Section

Enclosure

DLM:teg

cc: R. Safford, Engineering Services Division  
G. Kavalaris, Engineering Services Division  
J. Dobie, Construction  
B. Ragla, Financial Operations  
District Engineer

**RECEIVED**  
AUG 31 1994  
*ELL*  
CITY CLERK  
CITY OF NOVI

TED (C)  
FED  
PE

CAB  
Project Number DSTP 9463(046)  
Job Number 36960  
Control Section EDCF 63544  
Federal Item # RR0224  
Contract No. 94-1327

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made and entered into this date of AUG 26 1994, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF NOVI, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the performance by the REQUESTING PARTY of the preliminary engineering consisting of the preparation of reports, studies, and a design public hearing, as well as the surveys and design, necessary for the construction of the following improvements in the City of Novi, Michigan, which preliminary engineering is hereinafter referred to as the "PROJECT":

Preliminary engineering for the reconstruction and widening of Ten Mile Road from Novi Road to Haggerty Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3) (c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal Program(s) or funding:

DONOR STATE BONUS FUNDS

WHEREAS, Donor State Bonus Funds will be used as TED FUNDS Category C; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work, including any costs incurred by the DEPARTMENT as a result of this contract.

3. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work.

4. The PROJECT COST shall be met in part by contributions by Federal and/or TED FUNDS. The Federal Donor State Bonus Funds being used as TED FUNDS shall be applied to the eligible items of PROJECT COST at a participation ratio equal to 80 percent. The remaining balance of the PROJECT COST, after deduction of Federal and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth. The PROJECT COST, and the cost participation, are estimated to be as follows:

<u>ESTIMATED COST</u>	<u>FEDERAL FUNDS AS TED FUNDS</u>	<u>REQUESTING PARTY'S SHARE</u>
\$383,000	\$306,400	\$76,600

Any items of PROJECT COST not paid with TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

5. The construction of the improvements for which the PROJECT work is being performed and the construction engineering work related thereto will be covered by a separate contract.

6. A working capital deposit is not required for the PROJECT.

7. The performance of the PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any inconsistency between PART I and PART II of this contract, the provision of PART I shall prevail.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the FHWA.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY of its exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

9. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF NOVI

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By *Katherine S. McGhee*  
Title: Mayor

By *Robert A. Wells*  
Department Director MICHIGAN DOT

By *Geraldine Slipp*  
Title: Clerk

DOT

BUREAU OF HIGHWAYS  
NON CONSTRUCTION  
03-15-93

PART II  
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS



## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) repay the amount of any overpayment to the DEPARTMENT, and/or (b) submit to the DEPARTMENT a written response to the Notice of Audit Results explaining the nature and basis for any disagreement as to a disallowed item of expense and/or, (c) submit to the DEPARTMENT a written explanation as to any questioned item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the

DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorize the DEPARTMENT to finally decide whether to allow or disallow any items of questioned cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT within thirty (30) days after the date of the written notice from the DEPARTMENT of that decision. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Count of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

## SECTION IV

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties hereto further agree that they accept the DEPARTMENT'S Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE/MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C" attached hereto and made a part hereof, being an excerpt from Title 49 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

August, 1985



APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

#### General Requirements for Recipients

#### Excerpts from USDOT Regulation 49 CFR, Part 23, Section 23.43

- A. **Policy:** It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. **MBE Obligation:** The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If as a condition of assistance the recipient has submitted and the Department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

**Correspondence with  
Road Commission for Oakland County  
February 8, 1994**

RECEIVED BY  
FEB 10 1994

February 8, 1994

FEB 10 1994



Mr. Edward F. Kriewall, Jr.  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: Federal Aid Road Projects

Dear Ed:

This is in response to the Tony Nowicki letter of December 16, 1993 investigating the possibility of Road Commission financial participation in the three federally funded road projects which the City submitted for approval by the County Federal Aid Task Force.

In as much as these proposed projects are on County roads, it would be ideal if we had enough funding to participate in your local match for these projects. However, with the many roads needing work throughout the County and our budget commitment to fund the projects we obtained through the Federal Aid Task Force, there are no extra Road Commission funds available to put toward locally generated projects in Novi or any other local community.

Let me assure you, this is the same response given to Troy regarding Long Lake Road, Farmington Hills regarding Twelve Mile Road, and other financial requests made by cities in the past. When cities search out federal or state funds on their own, they must accept the responsibility for the local match when the funding comes through.

For future reference, the way to get a project into our annual Road Improvement Program and thus into our budget for financial participation, is to approach us at least six months prior to the annual STP Task Force meeting with a request to evaluate and submit a proposed project as a joint submission. Assuming the proposal rates enough points in the PACE evaluation, we will submit it to the Task Force and agree to share the local costs. That way it is part of our long range planning process and we are prepared to pay our share in any year the Task Force approves the funding.

We sincerely hope that our inability to meet your request for financial participation is met with understanding and that this position does not jeopardize our joint funding of the Road Commission originated projects within the City of Novi. Please call if further detail or explanation is required.

Sincerely,

Brian L. Blaesing  
Programming Supervisor

BLB:sll

c: Tony Nowicki  
Gerald Holmberg

Board of Road Commissioners

Rudy D. Lozano  
Chairman

John E. Olsen  
Vice-Chairman

Richard V. Vogt  
Commissioner

Brent D. Bair  
Managing Director

Gerald M. Holmberg  
Deputy Managing Director  
County Highway Engineer

31001 Lahser Road  
Beverly Hills, MI  
48025

313-645-2000

FAX

313-645-0452



**City of Novi**

45175 west ten mile road novi, michigan 48375-3024 (313) 347-0460 general information

**CITY COUNCIL**

Mayor  
Kathleen S. McCullen  
Mayor Pro Tem  
Hugh D. Crawford  
Carol A. Mason  
Robert J. Blazer  
Tom Pope  
Robert D. Schmid  
Joseph G. Toth  
City Manager  
Edward F. Kriewall  
City Clerk

December 16, 1993

Brian L. Blaesing  
Road Commission for Oakland County  
31001 Lasher Road  
Beverly Hills, MI 48025

RE: Novi Road (41531)

Dear Mr. Blaesing:

In response to your November 24, 1993 letter to City Manager Kriewall regarding the referenced, please be advised that the City of Novi itself has received notification of federal participation on a number of projects located within the City and listed as county roads. We herein seek your consideration and proportionate participation in such projects, which are listed below, along with the estimated required local match:

<u>Project &amp; Description</u>	<u>Local Match</u>
<b>Novi Road Signalization</b> Grand River Avenue to Twelve Mile Road Preliminary Engineering & Construction	\$ 120,805
<b>Twelve Mile Road Improvements</b> Meadowbrook to Dixon Preliminary Engineering	108,298
<b>Ten Mile Road Improvements</b> Haggerty to Novi Road Preliminary Engineering	71,842
<b>TOTAL</b>	<u>\$ 300,945</u>

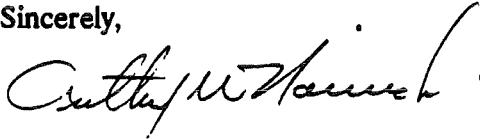
As you are aware, the local match is structured so that each participant pays 12-1/2% of the cost with the exception of the Novi Road Signalization project, which is 10% per participant. Using this percentage distribution, the total estimated amount of participation by the City and Road Commission is \$150,472.50.

Novi Road (41531)  
Brian Blaesing  
December 16, 1993  
page 2

Please so notify us in writing of your concurrence to this proposal as soon as conveniently possible so that we may instruct our attorneys to prepare the necessary agreements. Upon receipt of your reply, we will forward your November 24, 1993 letter and accompanying agreement to our City Council for their consideration.

Should you have any questions, then please feel free to contact me as needed at (810) 347-0454.

Sincerely,



Anthony W. Nowicki  
Director of Public Services

AWN:kk

cc: E. Kriewall  
G. Stipp

**City Council Packet  
Resolution of Withdrawal of the Ten Mile Road  
Improvements Project  
December 4, 2000**

BUSINESS OF THE NOVI CITY COUNCIL  
NOVI, MICHIGAN

SUBJECT	Adoption of Resolution of Withdrawal of the Ten Mile Road Improvements Project – Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.		
DATE SUBMITTED	November 29, 2000	FOR AGENDA	December 4, 2000
DEPT APPROVAL	DPS <i>[Signature]</i>	LEGAL APPROVAL IF REQUIRED	

*Disa.*

EXPENDITURE REQUIRED	
AMOUNT BUDGETED	
APPROPRIATION REQUIRED	
BUDGET LINE ITEM NUMBER	

**BRIEF HISTORY**

At their November 27, 2000 meeting, the Novi City Council requested a Resolution to withdraw the Ten Mile Road Improvements Project - Novi Road to Haggerty Road from viable project status, directing that a Resolution be drafted notifying the Road Commission for Oakland County of such action and requesting that the remaining Category C Grant funds be reallocated to other Novi qualifying projects. The attached Resolution accomplishes that directive.

**RECOMMENDED ACTION**

Adoption of Resolution of Withdrawal of the Ten Mile Road Improvements Project – Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.

	1	2	Y	N
MAYOR CLARK				
MAYOR PROTEM LORENZO				
COUNCIL MEMBER BONONI				
COUNCIL MEMBER CRAWFORD				

	1	2	Y	N
COUNCIL MEMBER CSORDAS				
COUNCIL MEMBER DeROCHE				
COUNCIL MEMBER KRAMER				





**CITY OF NOVI**  
45175 west ten mile road / novi, michigan 48375-3024 / (248) 347-0460 general information  
www.ci.novi.mi.us

## RESOLUTION OF PROJECT WITHDRAWAL

### TEN MILE ROAD IMPROVEMENTS - NOVI TO HAGGERTY ROADS

**WHEREAS**, in 1994, the City of Novi received a commitment of Transportation Economic Development (Category C) funds from the Michigan Department of Transportation via the Oakland County Federal Aid Funding Committee for preliminary engineering (\$387,300) and in 1996 a commitment for right-of-way (\$840,000) associated with proposed improvements to Ten Mile Road between Novi and Haggerty Roads; and,

**WHEREAS**, after engineering studies, a review of design alternatives and resident input, it has been determined that no further improvements to Ten Mile Road between Novi and Haggerty Roads will be pursued in connection with the awarded grants.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Novi City Council herein officially petition the Oakland County Federal Aid Committee to reallocate the unused funds for Ten Mile Road to other qualifying transportation projects within the City of Novi.

**BE IT FURTHER RESOLVED** that the Mayor and Novi City Council herein officially petition the Oakland County Federal Aid Committee to reallocate the unused funds for Ten Mile Road to other qualifying transportation projects within the City of Novi.

### CERTIFICATION

I, Maryanne Cornelius, duly appointed Clerk of the City of Novi, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a Regular meeting held this 4th day of December, 2000.

---

Maryanne Cornelius  
City Clerk

#### CITY COUNCIL

Mayor  
*Richard J. Clark*

Mayor Pro Tem  
*Laura J. Lorenzo*

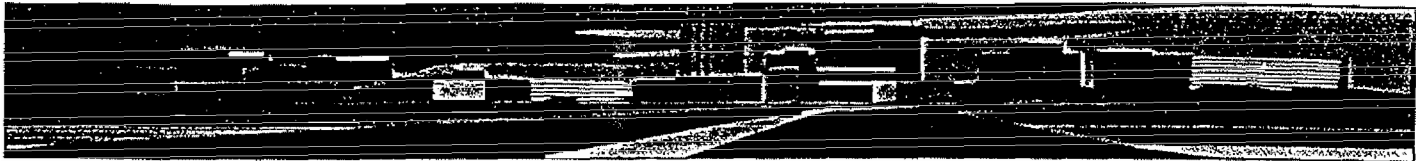
*Michelle J. Bononi*  
*Hugh D. Crawford*  
*Louis Csordas*  
*Craig M. DeRoche*  
*Edward G. Kramer*

City Manager  
*Richard Helwig*

City Clerk  
*Maryanne Cornelius*

File:Res-10 Mile Project withdrawal  
(Dir)Agenda.00A12-4-00  
10 MileMDOTRCOC  
GrantsCategory C\10 Mile Imp





**OAKLAND COUNTY FEDERAL AID FUNDING COMMITTEE**

November 15, 2000

Mr. Tony Nowicki  
City of Novi  
45175 W. 10 Mile Road  
Novi, Michigan 48375

RECEIVED BY  
DEPT OF PUBLIC SERVICES  
  
NOV 17 2000  
  
CITY OF NOVI

**Re: 10 MILE ROAD, NOVI-HAGGERTY**

Dear Mr. Nowicki:

As you know, the Oakland County Federal Aid Funding Committee has approved EDFC (Category "C") funds for the project referenced above in the amounts of \$387,300 for PE in FY19994, \$840,000 for ROW in 1996 and \$3,000,000 for Construction also in 1996. I understand that no funds have been obligated for ROW or Construction activities to date, and in fact, no ROW or Construction activities have taken place. The Funding committee has carried this project over from year to year while getting mixed messages from the City about progress and plans.

I am sure you understand that with road funding being what it is (always inadequate), and road improvement needs being what they are (ever-increasing), the Funding Committee cannot sit on several million dollars indefinitely. Nor can the Committee allow funds to be lost to other counties, regions or states. If this project is not going to proceed there are several other projects in Oakland County that could use the funding.

Please advise me by January 19, 2001 as to whether this project is going to proceed in 2001. There is a Funding Committee meeting in February and I would like to advise the Committee that this funding is available so the Committee can re-allocate it appropriately. The City could then re-apply to the Funding Committee if it wishes to proceed with the project at a later date.

I will be happy to provide whatever assistance I can in the development of this project if you decide to proceed. Call me anytime at (248) 645-2000.

Sincerely,

Brian L. Blaesing  
Chairperson  
Oakland County Federal Aid  
Funding Committee

BLB:bb

*cc: 11/27/00 COUNCIL PKT "COMMUNICATIONS"*

**Mailing Address: 31001 Lahser Road - Beverly Hills, Michigan 48025  
Phone: (248) 645 - 2000**

**Excerpt of Minutes  
December 4, 2000 City Council Meeting**

**EXCERPT of  
REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI  
MONDAY, DECEMBER 4, 2000, AT 8:30 PM  
NOVI CIVIC CENTER – COUNCIL CHAMBERS – 45175 W. TEN MILE ROAD**

- 11. Adoption of Resolution of Withdrawal of the Ten Mile Improvements Project-Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.**

**CM-00-12-407 Moved by Lorenzo, seconded by Bononi; CARRIED UNANIMOUSLY:  
To adopt Resolution of Withdrawal of the Ten Mile Improvements Project-Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.**

**DISCUSSION**

Member Kramer believed this was appropriate because of the Beck Road Interchanges and more importantly the road bond just passed and he would support it.

**Roll call vote on CM-00-12-407**

**Yeas: DeRoche, Kramer, Clark, Lorenzo, Bononi, Csordas**

**Nays: None**

**Absent: Crawford**

**MDOT Letter to FHWA  
January 5, 2011**



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

RICK SNYDER  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

January 5, 2011

FEDERAL HIGHWAY ADMIN.

JAN 07 2011

MICHIGAN DIVISION  
LANSING, MICHIGAN

Mr. Russell L. Jorgenson  
Federal Highway Administration  
315 W. Allegan, Room 201  
Lansing, Michigan 48933

Dear Mr. Jorgenson:

**Subject:** Requesting Approval of MDOT's Implementation of the Federal Highway Administration Ten Year Rule

The Michigan Department of Transportation's (MDOT's) Statewide Transportation Planning Division (STPD) has developed a list of projects potentially impacted by the "Federal Highway Administration (FHWA) Ten Year Rule." STPD developed a query with conditions to extract any such projects from the MDOT Architectural Project (MAP) Database on May 11, 2010. On August 3, 2010, a draft list was developed and discussed at a meeting attended by MDOT and FHWA staff.

Based on the outcome of the August 3 meeting, a new query with additional conditions was developed; and a second list of potentially impacted projects was developed on August 18, 2010. MDOT used this list as the baseline for implementing the FHWA Ten Year Rule. They then did additional research on each project on the list and determined some were constructed. This yielded the current list of projects potentially impacted by the FHWA Ten Year Rule (Enclosure 1).

Based on this research, MDOT is:

1. Requesting concurrence of the methodology that was used to determine the list of potential projects.
  - a. MDOT will query our MAP Database for potential projects with the FHWA Ten Year Rule Query (Enclosure 2).
  - b. MDOT will research each project and determine a recommended action.
2. Requesting a time extension for the projects that are within the SEMCOG area. MDOT needs additional time to work with SEMCOG to determine the utilization of future federal-aid.
3. Requesting a time extension for M-15, from I-75 to I-69 (JN 49153). MDOT needs to finalize the Record of Decision.
4. Requesting a time extension for M-53, from Palmer to Outer Drive (JN 37677). MDOT needs additional time to complete the investigation.

5. Requesting a time extension for M-97, from 6 Mile Road to Bringard (JN 37678). MDOT needs additional time to complete the investigation.
6. Requesting FHWA concurrence that federal-aid payback is not required for US-23, from M-13 to M-55 (JN 33867).
7. Requesting FHWA concurrence that federal-aid payback is not required for US-41 NB, from Vivian to Franklin Square (JN 25330).
8. Requesting approval to de-obligate a total of \$369,307 of federal-aid on the following projects and reimburse FHWA a total of \$365,021 for costs to date as detailed in the table below:

<b>Job Number</b>	<b>Project</b>	<b>Federal Amount Obligated</b>	<b>Federal Amount Expended</b>
12006	Travel Information Center, Port Huron	\$68,252	\$68,252
25388	US-27, from north of M-20 to south of north County Line	\$22,454	\$22,454
30844	M-24 railroad crossing	\$815	\$815
32314	M-72, from M-22 to County Road 675	\$142,275	\$142,275
35644	Area wide Amtrak warning signs	\$70,021	\$70,021
41245	M-27 at Great Lakes TSU, railroad crossings	\$15,540	\$15,540
45680	M-61 at Bailey Lake Road	\$11,659	\$11,659
48206	US-131 at Tuscola and Saginaw Bay Railroad in City of Cadillac	\$12,828	\$12,828
45870	M-140, from Napier Road north to south of I-94	\$20,463	\$20,267
47062	Impact attenuators for various locations in Grand Rapids and Detroit	\$5,000	\$910
<b>Total</b>		<b>\$369,307</b>	<b>\$365,021</b>

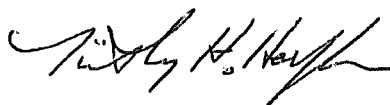
9. Requesting approval to ask the following local agencies to reimburse MDOT a total of \$325,274 for cost to date. Upon receiving the reimbursement, MDOT will de-obligate and reimburse FHWA as detailed in the following table:

Job Number	Agency	Project	Federal Amount Obligated	Federal Amount Expended
34715	Birmingham	Maple Road	\$47,772	\$47,772
36383	Froy	Maple Road, from Eton Street to Coolidge Road	\$108,000	\$108,000
36960	Novi	Ten Mile Road, from Novi Road to Haggerty Road	\$170,400	\$169,502
<b>Total</b>			<b>\$326,172</b>	<b>\$325,274</b>

10. Requesting FHWA concurrence on frequency of MDOT's future monitoring. This is detailed in the recommendations to monitor projects impacted by the "FHWA Ten Year Rule" (Enclosure 3).

If you have any questions or need clarification on any of these items, please contact Rob Lippert at 517-373-2088. We look forward to working with your office to obtain approval on these proposed actions and resolve any project specific funding issues.

Sincerely,



Timothy H. Hoeffner, P.E., Acting Director  
Bureau of Transportation Planning

Enclosures (3)

cc: Myron Frierson  
Craig Newell  
Dave Calabrese (FHWA)

Ed Timpf  
Rob Lippert

Denise Jackson  
Andy Irwin



**Ten Year Rule Information**  
**23 USC 102**  
**23 CFR 630.112**



U.S. DEPARTMENT OF  
TRANSPORTATION

# Order

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Subject

## Repayment of Preliminary Engineering Costs

---

Federal Highway  
Administration

Classification Code

Date

OPI

5020.1

April 26, 2011

HIPA-10

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Par.

1. What is the purpose of this directive?
2. Is this a new FHWA directive?
3. What is the background of this directive?
4. What is the scope of this directive?
5. What authorities govern this directive?
6. What is FHWA's policy for repayment of PE costs?
7. What are the responsibilities of the Federal-aid divisions?
8. Where can I obtain additional guidance?

1. **What is the purpose of this directive?** This directive provides policy direction on the repayment of Federal-aid funds expended on preliminary engineering (PE) projects when reasonable progress has not been made toward right-of-way (ROW) acquisition or construction. This directive also provides additional guidance clarifying when the Federal Highway Administration (FHWA) can grant time extensions.
2. **Is this a new FHWA directive?** Yes. This is a new directive. This directive cancels the [Memorandum](#) on the Repayment of Preliminary Engineering Costs, dated June 26, 2008.
3. **What is the background of this directive?**
  - a. [Section 102\(b\)](#) of Title 23, United States Code (U.S.C.) requires a State to repay all Federal-aid reimbursements for PE costs on a project that has not advanced to ROW acquisition or construction within 10 years after Federal-aid funds were first made available, unless the FHWA has granted a time extension.
  - b. [Part 630.112\(c\)\(2\)](#) of Title 23, Code of Federal Regulations (CFR), provides a State a slightly longer timeframe in that ROW acquisition or construction must be started by the close of the 10<sup>th</sup> fiscal year following the fiscal year when the project was authorized.

4. **What is the scope of this directive?** The provisions of this directive are only applicable to PE projects funded from the Highway Trust Fund.

5. **What authorities govern this directive?**

- a. [23 U.S.C. 102\(b\)](#), Engineering Cost Reimbursement.
- b. [23 CFR 630.112\(c\)\(2\)](#), Preliminary Engineering Project.
- c. [2 CFR 225, Appendix A\(C\)\(4\)](#), Basic Guidelines – Applicable Credits.
- d. [23 CFR 450.216](#), Development and Content of the Statewide Transportation Improvement Program (STIP).
- e. [23 CFR 450.324](#), Development and Content of the Transportation Improvement Program (TIP).
- f. [23 CFR 1.9\(b\)](#), Limitation on Federal Participation.

6. **What is FHWA's policy for repayment of PE costs?**

- a. The FHWA must require repayment of all Federal-aid reimbursements for PE projects, including those authorized under the Advance Construction provision, when either ROW acquisition or construction has not started by the close of the 10<sup>th</sup> fiscal year following the fiscal year when the project was authorized.
- b. The FHWA cannot grant an outright waiver of [23 U.S.C. 102\(b\)](#). However, the FHWA may approve a State's request for a time extension to complete PE activities on a project that has been delayed for valid reasons.
- c. The FHWA has a longstanding practice of not mandating repayment of PE funds when project termination is directly related to compliance with another Federal law. For instance, repayment of reimbursed PE costs would not be required if the FHWA and a State determine that a project should not be advanced as a result of findings during the National Environmental Policy Act (NEPA) process. To do otherwise could skew the NEPA process by causing a State to favor a "build" alternative to avoid repaying PE costs incurred during the NEPA review.
- d. The FHWA Division Administrators may grant time extensions to State requests to postpone repayment if the State submits to the division office sufficient justification that the delay was reasonable

and beyond the State's control. These determinations must be documented by the division office and be a part of the project records. Shifting priorities, insufficient transportation budgets, and staffing issues are not justification for granting time extensions. Examples of factors for the division office to consider for granting time extensions include:

- (1) Litigation resulting in delays to project development;
  - (2) Complex project consultations involving Federal, State, local agencies, or sovereign nations; and
  - (3) Where the public involvement process has altered the State's plan for satisfying the project's purpose and need.
- e. Time extensions should only be approved with a definite schedule, a commitment by the State to follow the schedule, and documentation of recent steps taken to advance the project. The time extension request should include an evaluation of the time needed to advance the project to the next phase and should provide support for a reasonable time extension that reflects the State's commitment to the project.
- f. When repayment is required, the State must reimburse PE costs for the project on the next Federal-aid billing. As a result of repayment, the Federal-aid funding category from which the PE funds originated should be credited and the project should be withdrawn. The funds and obligation authority that are withdrawn are available to the State for use on other Federal-aid projects that meet the eligibility requirements of the original Federal-aid category, provided that the funds are re-obligated within the fiscal year of recovery. In cases where the funding category no longer exists, the division office should contact the Office of the Chief Financial Officer for guidance.
- g. Congressional earmarks funded from a General Fund appropriation are not subject to [23 U.S.C. 102\(b\)](#). Congressional earmarks funded from the HTF are subject to [23 U.S.C. 102\(b\)](#). Recovered budget authority from congressional earmarks funded from the HTF may be re-obligated only for a project that falls within the statutory language of the earmark.
- h. Costs repaid by the State under [23 U.S.C. 102\(b\)](#) are not eligible for subsequent reimbursement. Also, the provisions of [23 CFR 1.9\(b\)](#) are not available to reinstate repaid reimbursements. However, should the project at some time be resumed, States may initiate a new project agreement to conduct further preliminary engineering.

Costs would be eligible from the date the new project agreement is executed.

7. **What are the responsibilities of the Federal-aid divisions?** Federal-aid divisions should do the following:
  - a. Work with the State to set up procedures to regularly identify those PE projects that are nearing or are beyond the 10-year limit;
  - b. Ensure that State accounting systems can accurately identify and accumulate, by project, all applicable PE costs, whether generated by in-house services or via consultant contracts; and
  - c. Consider this issue in the context of the division's overall risk assessment process.
  
8. **Where can I obtain additional guidance?** For additional guidance, contact FHWA's Office of Infrastructure [Federal-aid Program Team \(HIPA-10\)](#) or [Office of the Chief Financial Officer, Office of Financial Management \(HCFM-10\)](#).



Victor M. Mendez  
Administrator





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[Laws in effect as of January 3, 2007]  
[CITE: 23USC102]

[Page 27]

## RELATED RESOURCES

- [Congressional Bills](#)
- [Congressional Record](#)
- [History of Bills](#)
- [Public and Private Laws](#)
- [Statutes at Large](#)

## TITLE 23--HIGHWAYS

## CHAPTER 1--FEDERAL-AID HIGHWAYS

## Sec. 102. Program efficiencies

(a) Access of Motorcycles.--No State or political subdivision of a State may enact or enforce a law that applies only to motorcycles and the principal purpose of which is to restrict the access of motorcycles to any highway or portion of a highway for which Federal-aid highway funds have been utilized for planning, design, construction, or maintenance. Nothing in this subsection shall affect the authority of a State or political subdivision of a State to regulate motorcycles for safety.

(b) Engineering Cost Reimbursement.--If on-site construction of, or acquisition of right-of-way for, a highway project is not commenced within 10 years (or such longer period as the State requests and the Secretary determines to be reasonable) after the date on which Federal funds are first made available, out of the Highway Trust Fund (other than Mass Transit Account), for preliminary engineering of such project, the State shall pay an amount equal to the amount of Federal funds made available for such engineering. The Secretary shall deposit in such Fund all amounts paid to the Secretary under this section.

(Pub. L. 85-767, Aug. 27, 1958, 72 Stat. 887; Pub. L. 102-240, title I, Sec. 1016(a), Dec. 18, 1991, 105 Stat. 1945; Pub. L. 105-178, title I, Secs. 1206, 1209, 1212(a)(2)(A)(i), 1304, June 9, 1998, 112 Stat. 185, 186, 193, 227; Pub. L. 109-59, title I, Sec. 1121(b)(1), Aug. 10, 2005, 119 Stat. 1195.)

## Amendments

2005--Pub. L. 109-59 redesignated subsecs. (b) and (c) as (a) and (b), respectively, and struck out heading and text of former subsec. (a). Text read as follows:

((1) In general.--A State transportation department shall establish the occupancy requirements of vehicles operating in high occupancy vehicle lanes; except that no fewer than 2 occupants per vehicle may be required and, subject to section 163 of the Surface Transportation Assistance Act of 1982, motorcycles and bicycles shall not be considered single occupant vehicles.

((2) Exception for inherently low-emission vehicles.--Notwithstanding paragraph (1), before September 30, 2003, a State may permit a vehicle with fewer than 2 occupants to operate in high occupancy vehicle lanes if the vehicle is certified as an Inherently Low-Emission Vehicle pursuant to title 40, Code of Federal Regulations, and is labeled in accordance with, section 88.312-93(c) of such title. Such permission may be revoked by the State should the State determine it necessary.'')

1998--Subsec. (a). Pub. L. 105-178, Sec. 1209, designated existing

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provisions as par. (1), inserted heading, realigned margins, and added par. (2).

Subsec. (a)(1). Pub. L. 105-178, Sec. 1212(a)(2)(A)(i), substituted ``State transportation department'' for ``State highway department''.

Subsec. (b). Pub. L. 105-178, Sec. 1206, added subsec. (b). Former subsec. (b) redesignated (c).

Subsec. (c). Pub. L. 105-178, Sec. 1304, which directed insertion of ``(or such longer period as the State requests and the Secretary determines to be reasonable)'' after ``10 years'' in first sentence of subsec. (b), was executed by making the insertion in first sentence of subsec. (c) to reflect the probable intent of Congress and the amendment by Pub. L. 105-178, Sec. 1206. See below.

Pub. L. 105-178, Sec. 1206, redesignated subsec. (b) as (c).

1991--Pub. L. 102-240 substituted section catchline for one which read: ``Authorizations'' and amended text generally. Prior to amendment, text read as follows: ``The provisions of this title apply to all unappropriated authorizations contained in prior Acts, and also to all unexpended appropriations, heretofore made, providing for the expenditure of Federal funds upon the Federal-aid systems. All such authorizations and appropriations shall continue in full force and effect, but hereafter obligations entered into and expenditures made pursuant thereto shall be subject to the provisions of this title.''

#### Effective Date of 1991 Amendment

Amendment by Pub. L. 102-240 effective Dec. 18, 1991, and applicable to funds authorized to be appropriated or made available after Sept. 30, 1991, and, with certain exceptions, not applicable to funds appropriated or made available on or before Sept. 30, 1991, see section 1100 of Pub. L. 102-240, set out as a note under section 104 of this title.

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Last updated: >December 23, 2008

Page Name: <http://www.gpoaccess.gov/uscode/browse.html>

**§ 630.112 Agreement provisions.**[top](#)

(a) The State, through its transportation department, accepts and agrees to comply with the applicable terms and conditions set forth in title 23, U.S.C., the regulations issued pursuant thereto, the policies and procedures promulgated by the FHWA relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

(b) Federal funds obligated for the project must not exceed the amount agreed to on the project agreement, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the execution of a formal project agreement with the FHWA.

(c) The State must stipulate that as a condition to payment of the Federal funds obligated, it accepts and will comply with the following applicable provisions:

(1) *Project for acquisition of rights-of-way.* In the event that actual construction of a road on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension beyond the 20-year limit with no repayment of Federal funds, and the FHWA may State Transportation Department it is considered reasonable.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the STD will repay to the FHWA the sum or sums of Federal funds paid to the transportation department under the terms of the agreement. The State may request a time extension for any preliminary engineering project beyond the 10-year limit with no repayment of Federal funds, and the FHWA may approve this request if it is considered reasonable.

(3) *Drug-free workplace certification.* By signing the project agreement, the STD agrees to provide a drug-free workplace as required by 49 CFR part 29, subpart F. In signing the project agreement, the State is providing the certification required in appendix C to 49 CFR part 29, unless the State provides an annual certification.

(4) *Suspension and debarment certification.* By signing the project agreement, the STD agrees to fulfill the responsibility imposed by 49 CFR 29.510 regarding debarment, suspension, and other responsibility matters. In signing the project agreement, the State is providing the certification for its principals required in appendix A to 49 CFR part 29.

(5) *Lobbying certification.* By signing the project agreement, the STD agrees to abide by the lobbying restrictions set forth in 49 CFR part 20. In signing the project agreement, the State is providing the certification required in appendix A to 49 CFR part 20.



## Recent (2012) Correspondence

## Coburn, Brian

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**From:** Walton, Krista (MDOT) <WALTONK@michigan.gov>  
**Sent:** Monday, March 12, 2012 1:38 PM  
**To:** Coburn, Brian; Finch, Deanna (MDOT)  
**Cc:** Jones, Rebecca (MDOT); Ingersoll, Brenda (MDOT); Tweddle, Kristen (MDOT)  
**Subject:** RE: Invoice AF 341841

Hi Brian,

This is a local agency project. Anything not paid by FHWA is the responsibility of the local agency. I really don't see that there's any other way to fund these costs.

I've added Deanna Finch from our Economic Development Office to see if she has any suggestions about the funding.

Krista K. Walton, Supervisor  
Project Accounting Unit  
Project Accounting and Financial Support Section Financial Operations Division Michigan Department of Transportation [waltonk@michigan.gov](mailto:waltonk@michigan.gov)  
Phone: (517) 335-2372  
Fax: (517) 241-2589

-----Original Message-----

From: Ingersoll, Brenda (MDOT)  
Sent: Monday, March 12, 2012 11:34AM  
To: Walton, Krista (MDOT)  
Cc: 'bcoburn@cityofnovi.org'; Jones, Rebecca (MDOT)  
Subject: FW: Invoice AF 341841

Brian - I forwarded your email to our supervisor, Krista Walton, for a response.

Thank you.

-----Original Message-----

From: Coburn, Brian [<mailto:bcoburn@cityofnovi.org>]  
Sent: Monday, March 12, 2012 11:26AM  
To: Ingersoll, Brenda (MDOT)  
Cc: Jones, Rebecca (MDOT)  
Subject: RE: Invoice AF 341841

I am preparing this for City Council consideration and I need to ask one more question:

Would MDOT take into account the circumstances surrounding the cancellation of the project as a factor to reduce or eliminate local agency repayment?

Thanks again for your assistance on this.

Brian

-----Original Message-----

From: Ingersoll, Brenda (MDOT) [<mailto:ingersollB@michigan.gov>]  
Sent: Sunday, February 26, 2012 9:33 AM  
To: Coburn, Brian  
Cc: Jones, Rebecca (MDOT)

Subject: RE: Invoice AF 341841

I will be back to work on Tuesday but Rebecca Jones would be the one that I would refer you to regarding the 10 year rule.

She mentioned that someone was notified last year about the 10 year rule and the preliminary engineering would have to be repaid.

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From: Coburn, Brian [bcoburn@cityofnovi.org]  
Sent: Friday, February 24, 2012 11:09 AM  
To: Ingersoll, Brenda (MDOT)  
Subject: Invoice AF 341841

Brenda,

We received the attached invoice and need a little more explanation. It appears that MDOT is using FHWA's 10-year rule to recoup preliminary engineering costs, however we are not familiar with this rule and need more information. If you have a copy of the agreement, that would also be helpful.

Thanks for your assistance,

Brian

[\[cid:image001.jpg@01CCF2E4.CD120FC0\]<http://cityofnovi.org/Default.asp>](#)Brian T. Coburn, P.E. | Engineering Manager City of Novi | Department of Public Services Field Services Complex | 26300 Lee BeGole Drive | Novi, MI 48375  
t: 248.735.5632 f: 248.735.5659

cityofnovi.org<<http://cityofnovi.org/>> | InvestNovi.org<<http://investnovi.org/>>  
To receive monthly e-news from Novi or follow us on Facebook, click here<<http://cityofnovi.org/Resources/SocialMedia.asp>>.

## Pearson, Clay

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**From:** Coburn, Brian  
**Sent:** Tuesday, February 28, 2012 8:40 AM  
**To:** Pearson, Clay; Hayes, Rob; Smith-Roy, Kathy; Cardenas, Victor  
**Cc:** Neumaier, Marina; Cornelius, Maryanne  
**Subject:** RE: MDOT Invoice for Ten Mile Road PE Cost Payback  
**Expires:** Saturday, April 28, 2012 12:00 AM

3/8/12  
To: Mayor & City  
Council Members

A decade-old obligation  
has come due, to reimburse MDOT  
for costs associated with Ten Mile  
RA including engineering; that project  
was halted.

I reviewed the minutes from that meeting and copied the excerpt below. It appears that there was no discussion about the eventual payback. The motion included a request that the funds be reallocated to other projects in Novi, however it is our understanding that funding is allocated to a specific project and would be returned to the Oakland County Federal Aid Committee if not used for the intended project for reallocation to another eligible project.

We scanned through the minutes from the other many other meetings when this was discussed and there was no mention of paying back the funds.

### December 4, 2000

11. Adoption of Resolution of Withdrawal of the Ten Mile Improvements Project-Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.

CM-00-12-407 Moved by Lorenzo, seconded by Bononi; CARRIED UNANIMOUSLY:  
To adopt Resolution of Withdrawal of the Ten Mile Improvements Project-Novi to Haggerty Roads, and a request to the Oakland County Federal Aid Funding Committee for funding reallocation of remaining Category C Grant funds to other Novi qualifying projects.

#### DISCUSSION

Member Kramer believed this was appropriate because of the Beck Road Interchanges and more importantly the road bond just passed and he would support it.

Roll call vote on CM-00-12-407 Yeas: DeRoche, Kramer, Clark, Lorenzo, Bononi, Csordas  
Nays: None  
Absent: Crawford

## Pearson, Clay

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**From:** Coburn, Brian  
**Sent:** Monday, February 27, 2012 9:30 AM  
**To:** Hayes, Rob; Smith-Roy, Kathy; Pearson, Clay; Cardenas, Victor  
**Cc:** Neumaier, Marina  
**Subject:** MDOT Invoice for Ten Mile Road PE Cost Payback  
**Attachments:** 02\_24\_2012 - AP - Invoice - STATE OF MICHIGAN - AF 341841 - 02\_15\_2012 - \$169,502.35 -.tif; MDOT Letter to FHWA.pdf; 12-4-2000 packet item.pdf

**Expires:** Friday, April 27, 2012 12:00 AM

We are in receipt of the attached invoice from MDOT in the amount of \$169,502 for repayment of federal funds awarded in 1994 for the preliminary engineering (PE) to design the widening of Ten Mile Road between Haggerty Road and Novi Road. The project was cancelled by City Council in November 2000 after receiving public input on the project (see attached motion packet). I don't have all of the information from MDOT yet, but wanted to get this out to you now since it will impact the budget.

There was no letter attached to the invoice, but our investigation with MDOT has determined that this is related to the Federal Highway Administration's (FHWA) "Ten Year Rule" found [here](#). We were also able to get a copy of the attached letter which provides additional background on this topic (Novi's Ten Mile Road project is identified on page 3 under Item 9). We have requested a formal letter from MDOT as background for the invoiced amount related to this specific project.

The Ten Year Rule requires repayment of funds used for PE "when *either* ROW acquisition or construction has not started by the close of the 10th fiscal year following the fiscal year when the project was authorized." It appears that we may be able to request an extension because this is likely a situation "where the public involvement process has altered the State's plan for satisfying the project's purpose and need" however a time extension needs to have a definite schedule to move the project forward. The basis for the Ten Year Rule is found in 23 USC 102 (linked [here](#)) which states in para (b):

If on-site construction of, or acquisition of right-of-way for, a highway project is not commenced within 10 years (or such longer period as the State requests and the Secretary determines to be reasonable) after the date on which Federal funds are first made available, out of the Highway Trust Fund (other than Mass Transit Account), for preliminary engineering of such project, the State shall pay an amount equal to the amount of Federal funds made available for such engineering.

My research leads me to believe that we are required to repay this amount even though the request comes so late. We could request the extension, but without a definite plan to move forward with the project, it will still result in Novi repaying the funds. I will continue to discuss this issue with MDOT and will report back any new information that they provide.

Please let me know if you have any questions.

Brian



**Brian T. Coburn, P.E.** | Engineering Manager  
City of Novi | Department of Public Services  
Field Services Complex | 26300 Lee BeGole Drive | Novi, MI 48375  
t: 248.735.5632 f: 248.735.5659

MDOT  
841(1/92)

# INVOICE 5398

Refer to this Number in Correspondence ---

Invoice No.

AF 341841

Date

2/15/12

NOVI, CITY OF  
FINANCE DEPARTMENT  
45175 W. TEN MILE RD.  
NOVI, MI 48375-3024

Department of Transportation  
Attention: Finance Cashier  
P. O. Box 30648  
Lansing, Michigan 48909  
Phone: (517) 335-0413

**Make Check Payable to: State of Michigan -- MDOT**

In Re: PROJECT FINAL SETTLEMENT

AGREEMENT NUMBER: 94-1327

AGREEMENT DATE: 08/26/1994

CONTROL SECTION: EDCF 63544

PROJECT NUMBER: DSTP 9483-046

JOB NUMBER: 36960C

ITEM NUMBER: RR0224

LOCATION: TEN MILE @ NOVI RD-HAGGARTY RD NOVI

PAYMENT DUE AS SPECIFIED IN THE SIGNED AGREEMENT

Invoice Amount: \$169,502.35  
Balance Due: \$169,502.35

MDOT Fed. Id.: 386000134

**DETACH HERE, SEND REMITTANCE AND THIS STUB TO:**

Michigan Department of Transportation, ATTN: Finance Cashier, P. O. Box 30648, Lansing, Michigan 48909

Invoice No.	Code	Name	Agreement
AF 341841	607	NOVI, CITY OF	94-1327

Tran	AY	Index	PCA	Appr	Fund	AO	AC-3	GL	Amount	Proj No	Proj Phase	Fed. Item No.
190	11	87404	70100	87400	8745	2615		0548	169,502.35	36960C	00	

**INVOICE**

MDOT/FINANCIAL OPERATIONS DIV  
ACCOUNTING SECTION/PROJECT ACCOUNTING

ACCOUNTS RECEIVABLE:  
PLEASE SET UP AN INVOICE BASED ON THE FOLLOWING INFORMATION

INVOICE NO.  
AF

DATE

**City of Novi**

IN RE:

PROJECT FINAL SETTLEMENT

AGREEMENT: 94-1327 AGREEMENT DATED: 8/26/1994  
CONTROL SECTION: EDCF 63544 JOB # 36960C  
PROJECT #: DSTP 9463-046 ITEM # RR0224

LOCATION:

**TEN MI @ NOVI RD-HAGGARTY RD NOVI**

**Amount due MDOT \$169,502.35**

Trans Code	AY	Index	PCA	Appn	Fund	AOBJ	Amount	Job Number	Fed Item#
190	2011	87404	88888	87400	8745	2615	\$0.00	36960C	<del>RR0224</del>
190	2011	87404	70100	87400	8745	2615	\$169,502.35	36960C	<del>RR0224</del>





# Project Chronology

**PROJECT CHRONOLOGY**  
**Ten Mile Road Widening**  
**(Novi Road to Haggerty Road)**

10/1988	Ten Mile Road widening between Haggerty and Napier Road to 5-lanes is noted as a priority in the Oakland County Strategic Planning Process
03/25/1993	Grant application submitted to widen Ten Mile Road between Novi Road and Haggerty Road to 5-lanes
11/19/1993	MDOT notification of grant funding award
<b>02/28/1994</b>	City Council authorization to proceed with project
<b>08/08/1994</b>	City Council approval of MDOT Agreement 94-1327
<b>09/12/1994</b>	Preliminary Engineering Agreement awarded by City Council to JCK& Associates in the amount of \$284,058
<b>02/27/1995</b>	Approval of Preliminary Engineering Agreement with MDOT and JCK. A resident introduces a citizen group known as the 10 Mile Task Force.
<b>03/20/1995</b>	Audience comment on the project during City Council meeting
<b>10/02/1995</b>	The 10 Mile Task Force (citizen group) presents their own Engineering and Environmental Assessment of the project to City Council
05/01/1996	Public Information Meeting held
<b>07/01/1996</b>	City Council consideration of the Environmental Assessment report. City Council requests modifications to the report to reflect alternatives other than the five lane improvement, to seek input from the Road Commission and to withhold submittal of the report to MDOT. There were numerous members of the public that spoke in opposition to the project.
07/28/1997	Draft Conceptual Design Analysis submitted to City recommending a five lane roadway from Novi Road to Meadowbrook Road with a bridge over the railroad and a three-lane roadway from Meadowbrook Road to Haggerty Road.
<b>08/25/1997</b>	Presentation and Discussion of the Ten Mile Road Conceptual Design Analysis at City Council meeting with extensive public comment.
05/1998	A Review of the Engineering and Environmental Impact Studies is prepared by Wayne State University for the City at no cost.
10/1998	Several meetings take place between the citizen's group, staff and consultants to review the alternatives through December 1998.
<b>05/27/1999</b>	City Council discussion of project as part of a special meeting on road projects.
<b>06/21/1999</b>	Discussion of project as part of 1999 Road Bond action by City Council
11/15/2000	Oakland County Task Force sends letter inquiring about status of project
<b>12/04/2000</b>	City Council adopts a resolution that ends the project.

*Note: This chronology was developed by reviewing the project file, which may be incomplete.  
**Bolded** dates indicate City Council meeting dates.*