

MEMORANDUM



TO: JEFFREY HERCZEG, DIRECTOR OF PUBLIC WORKS
FROM: WESLEY SCALLIONS, PUBLIC WORKS MNGT. INTERN
SUBJECT: CITYWIDE SIDEWALK MAINTENANCE PROGRAM
RECOMMENDATIONS
DATE: OCTOBER 7, 2024

Overview

On September 5, 2024, the Mobility Committee met to view a presentation given by City Staff, ask questions regarding a new citywide sidewalk maintenance program, and provide direction on a couple of sidewalk related items. City staff were directed to identify remaining issues for the Committee and provide direction for discussion. Staff has provided a brief outline below detailing what one potential program would include, followed by discussion points.

Recommendation

Based upon discussions, the recommendations of our engineering consultant, and the benchmark comparisons gathered, a program featuring the following would be feasible:

- Annual expenditure of \$650,000 (increase of \$250,000 annually) within a program spanning 10 years and utilizing a two-year bid package for cost-savings and contractor feasibility;
- Change program criterion to include sidewalks with deflections 1-inch or greater rather than the current practice of addressing sidewalks with deflections ¾-inch or greater;
- District-based program to aid in communicating to residents when the program will be in their neighborhood;
- No cost-share with residents – fully funded by the City; and
- Implement the program alongside a comprehensive sidewalk repair policy detailing program criterion, reactive maintenance practices, tree-removal procedures, and other clarifying information for residents.

Staff would ask the Committee to discuss, per request at the last meeting, additional internal staff to accommodate administering a comprehensive sidewalk maintenance program. This would likely involve hiring for an additional administrative position within the Engineering Division. The total full-time employee cost sheet is attached.

Committee Discussion Items

Staff is recommending the Mobility Committee discuss and provide direction on the following items, in preparation for a draft policy:

- Program Criterion and Reactive Maintenance Practices
 - Continue reactive maintenance on >2" deflections
- Program Organization and Length
 - Districts based on funding
 - Two year contractor award for economies of scale
- Program Funding Level and Funding Mechanisms
 - General Fund, Local Roads Fund, Municipal Road Fund
- Trees and Approach Taken
 - Hold Harmless Agreements
 - Tree Fund
- Internal Staffing
 - Non-motorized Engineering Technician

Also included in the packet for discussion are items regarding drafted language for a new webpage about the pilot program per the request of the Committee and the drafted Hold Harmless Agreement that was discussed during the presentation at the last meeting.

Staff is prepared to answer questions, provide further clarification, and facilitate discussion regarding the above items at the next Mobility Committee meeting.



CITY OF NOVI
2025-26 BUDGET
Budget Request Support Doc
(Personnel - HR INFO)

POSITION TITLE:	Engineering Technician
GL ACCOUNT NUMBER:	101-441.10-704.000
UNION/GROUP:	Administrative

Personnel Services (Temporary Part-time, Seasonal, Building Attendant, Board of Review, etc.)				
	Hourly Rate	Hrs/Wk	Hrs/Yr	Annual Rate
Earnings	\$0.00	0.00	0.00	-
Payroll Taxes				-
TOTAL ESTIMATED PERSONNEL SERVICES				-

Personnel Services (Full-Time, Admin Position)		
Salary	704.000	\$66,950.00
Other earnings	XXX.xxx	\$0.00
Insurance*	716.000	\$21,422.88
Insurance - Employee Reimbursement	716.999	-\$3,213.43
Retirement	718.200	\$6,695.00
Retiree Health Savings	718.450	\$2,600.00
Payroll Taxes	715.000	\$5,121.68
Workers' Compensation	717.000	\$1,339.00
TOTAL ESTIMATED PERSONNEL SERVICES		\$100,915.12

* - includes health, dental, life & disability, assumes family coverage with HAP

Raise Marzao
Completed by (HR Department)

10-04-2024

Date

Shirley Henderson
Approved by (HR Director)

10-04-2024

Date

Director requesting position

Date

NOTE:

The purpose of this form and the above information is to provide estimated total costs of a position during the budget process and should be submitted as support documentation to a budget request. This form does NOT represent approval to hire. A position requires formal approval from both the City Manager's Office and Human Resources before beginning the hiring process.

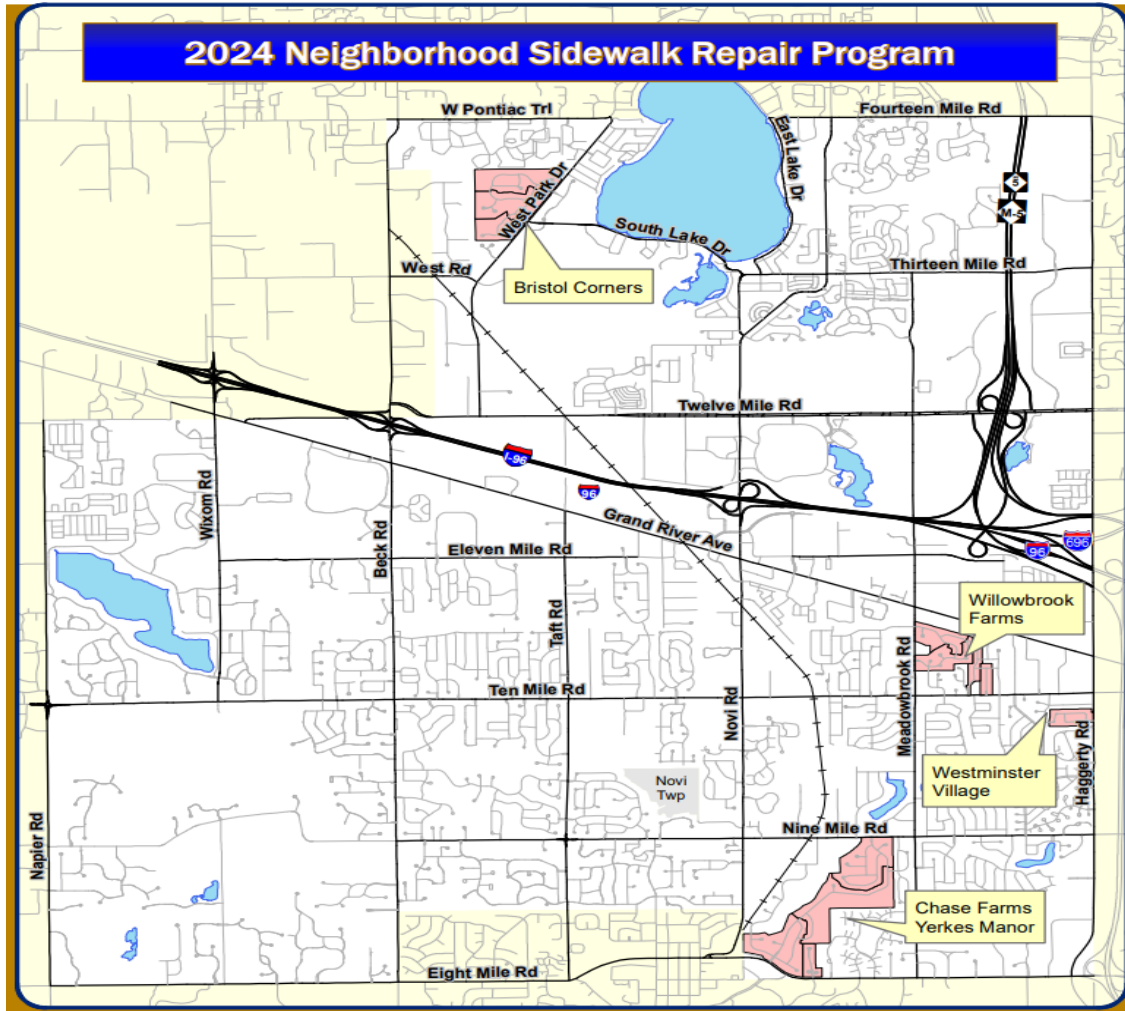
NSRP Language for New Webpage

The City of Novi has a high quality non-motorized network of roughly 311 miles of sidewalks and pathways. These facilities ensure that residents can move freely throughout the City utilizing various modes of transportation – walking, biking, or driving. Providing and maintaining the safety and accessibility of these facilities requires extensive maintenance programs.

Currently, reported sidewalk issues are addressed by the City in accordance with state law indicating; ***sidewalk panels must not (1) be displaced by a measure of 2 inches or greater and (2) must not feature a dangerous condition in the sidewalk itself of a particular character other than solely displacement*** ([MCL – Section 691.1402a](#)).

Maintaining sidewalks is a complex issue as trees, weather, pre-existing site conditions and right-of-way responsibilities are all contributing factors. To better address these issues, the City launched an annual Neighborhood Sidewalk Repair Program (NSRP). This initiative began as a ***Pilot Program*** in the Meadowbrook Glens Subdivision in 2022/23 and is currently in year/phase two with the following neighborhoods:

- Bristol Corners
- Willowbrook Farms
- Westminster Village
- Chase Farms
- Yerkes Manor



The program focuses on inspecting sidewalk panels, marking panels for replacement, and having a qualified contractor carry out the replacements. The **Pilot Program** addresses the following criteria: (1) a vertical discontinuity (deflection) of $\frac{3}{4}$ inch or more and (2) the sidewalk itself falling into a state of 25% or more rubblization (broken apart). City staff is working with [The Mobility Committee](#) to determine best practices and funding options as the program continues into phase two.

The goal of the **Mobility Committee** and **Pilot Program** are to develop a formal policy recommendation for **City Council** on sidewalk replacement/repair eligibility and how City sidewalk repair programs will be conducted in the future.

For the duration of the Pilot Program, the City will not provide reimbursement for sidewalk repair/replacement work performed outside of the NSRP; in other words, work completed privately by a homeowner or Homeowners Association). Additionally, the City will not consider repair/replacement of sidewalk panels due to ponding or pooling water, assuming the two previously mentioned conditions per state law do not exist.

HOLD HARMLESS AGREEMENT

This Agreement, between the City of Novi, a municipal corporation ("the City"), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, and _____, a _____ corporation, ("Property Owner") whose address is _____.

R E C I T A L S:

- A. The City of Novi has proposed removal of a tree located within the City's public right-of-way along the frontage of the property described in the attached and incorporated Exhibit A (the "Property"), in connection with sidewalk replacement to be completed on the Property in connection with the City's 2024 Neighborhood Sidewalk Replacement Program.
- B. The City's inspection shows that the tree shown on Exhibit B (the "Tree") is likely to impact the newly installed sidewalk and should be removed.
- C. The owner of the Property has requested that the City leave the tree in place and cut back the roots to limit the impact on the sidewalk.
- D. The City has placed the owner on notice that impacting the roots is likely to damage the health of the tree and with the likelihood that the tree may need to be removed.
- E. Furthermore, impacting the roots of the tree is likely to cause damage to the tree and may lead to instability of the tree, and a higher risk of falling tree or limbs.
- F. The Owner has acknowledged the possibility of damage to the tree, and to surrounding persons or property, and has agreed to take responsibility for maintaining and removing the tree in the future, and any and all liability arising out of the impacted root system of the tree.
- G. Unless and until the tree is removed, the Owner will be required to hold harmless and indemnify the City from any and all damages resulting from leaving the tree in place after impacting its root system.
- H. The City has agreed to construct sidewalk, cut back the roots of the tree leaving it in place, subject to the conditions set forth in this Agreement.

IT IS AGREED between the parties to this Agreement as follows:

1. Unless and until the tree is removed, the Owner and its successors, assigns, and transferees shall be responsible to the City for any and all liabilities incurred by the City, arising out of the cutting or removal of a portion of the roots of the Tree described and depicted in the attached and incorporated Exhibit B. The Property Owners shall hold harmless and indemnify the City and the City's, elected officials, agents and employees, from any and all

costs, claims, suits, actions, losses, damages, or demands, including court costs and attorneys' fees, relating in any way to the ongoing maintenance of the tree and/or removal of a portion of the roots of the Tree.

2. Property Owner shall maintain insurance, including contractual liability coverage, at their sole cost and expense, with respect to injuries and damages arising out of the modification and on-going maintenance of the Tree in a form acceptable to the City. Such policies shall name the City, its elected officials, agents and employees, as an additional insured and shall provide the City with a certificate of insurance or other written evidence of its coverage, including an endorsement which states that such insurance may not be cancelled except upon ten (10) days prior written notice to the City.
3. This Agreement and the rights and responsibilities set forth herein are intended to bind the parties hereto, their heirs, successors and assigns, and shall run with the land and succeeding interests therein and shall be recorded with the Oakland County Register of Deeds. This Agreement may be terminated by the City at the time the Sidewalk Area is replaced with a sidewalk that is compliant with all applicable City Ordinances.

THE CITY

The City of Novi, a Michigan municipal corporation

By: Jeffrey Herczeg, Public Works
Director

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____day of_____, 20__ by _____, the _____ of a Michigan _____ on its behalf.

Notary Public
Acting in _____ County, Michigan
My commission expires: _____

PROPERTY OWNER

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me ____ day of _____, 20__ by
_____ the of _____, a _____
corporation, on its behalf.

Notary Public
Acting in _____ County, Michigan
My commission expires: _____

Drafted By:
Elizabeth K. Saarela
27555 Executive Drive, Suite 250
Farmington Hills, MI 48331

When recorded, return to:
Cortney Hanson, Clerk
CITY OF NOVI
45175 Ten Mile Road
Novi, MI 48375-3024

EXHIBIT A
OWNER'S PROPERTY

EXHIBIT B
TREE LOCATION DESCRIPTION