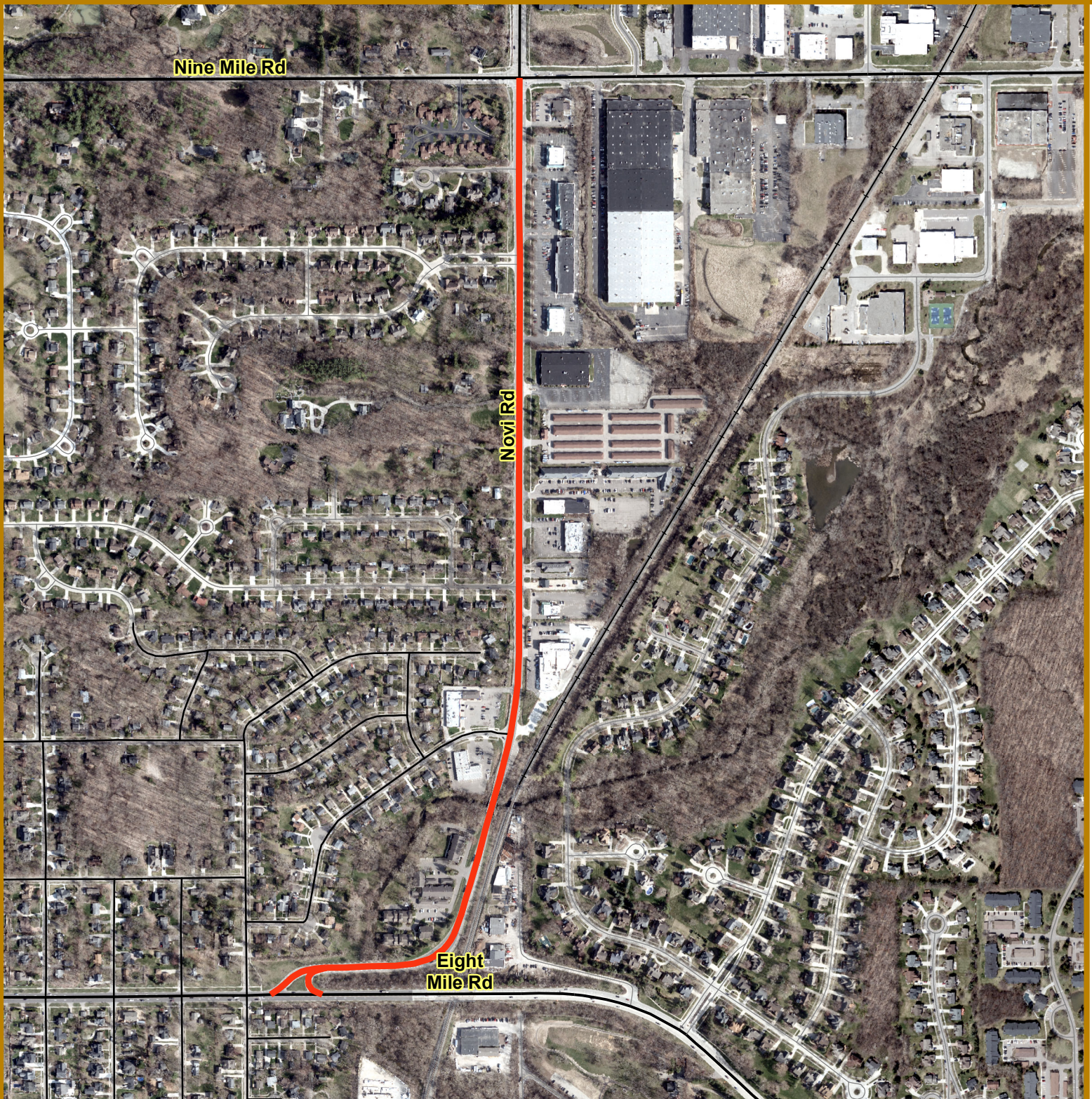


Novi Road Reconstruction

8 Mile Road to 9 Mile Road



Map Author: Runkel
Date: 8/1/25
Version #: 1.0

MAP INTERPRETATION NOTICE
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

 **Project Limits**



City of Novi
Engineering Division
Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375
cityofnovi.org



0 137.5 275 550 825
Feet
1 inch = 656 feet

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

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



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 30, 2025

Rebecca Runkel, Project Engineer
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: RCOC Cost Participation Agreement - Novi Road
8 Mile Road to 9 Mile Road- Board Project No. 57291**

Dear Ms. Runkel:

We have received and reviewed the Cost Participation Agreement prepared by the Board of County Road Commissioners (Board) for the resurfacing of Novi Road from 8 Mile to 9 Mile Road in the City. The total project cost is \$6,873,500. Federal funding from the Surface Transportation Program will be provided up to \$5,585,034. The remaining cost of the road rehabilitation will be shared by the City, the City of Northville, and RCOC by using Tri-party funds toward the project.

The Agreement is provided for the limited purpose of setting forth how the project costs will be paid by the named parties. MDOT has contracted separately for completion of the project. It should be noted that the title of the Contract for "Construction Engineering" appears to be inaccurate and should be confirmed with RCOC before signing.

Subject to Engineering review and approval of the cost breakdown of the project, we see no legal impediment to entering into the Cost Sharing Agreement.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Elizabeth Kudla Saarela

Rebecca Runkel, Project Engineer
City of Novi
July 30, 2025
Page 2

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
Megan Mikus, Deputy DPW Director (w/Enclosure)
Ben Croy, City Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

COST PARTICIPATION AGREEMENT

CONSTRUCTION

Novi Road

8 Mile to 9 Mile Road

City of Novi

Board Project No. 57291

This Agreement, made and entered into this _____ day of _____, 2025, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Novi, hereinafter referred to as CVT #1, provides as follows:

WHEREAS, the BOARD, CVT #1, and the City of Northville, hereinafter referred to as CVT #2, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of Novi Road from 8 Mile to 9 Mile Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within CVT #1 and CVT #2, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$6,873,500; and

WHEREAS, the BOARD has entered into an agreement with MDOT in Contract No. 25-5316 for the resurfacing under the Federal STP funding up to, and shall not exceed, the amount of \$5,585,034; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL SHARE; and

WHEREAS, CVT #1'S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$335,001, which shall be paid through equal contributions by the BOARD, CVT #1, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL SHARE and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between CVT #1 and the BOARD that:

1. CVT #1 and CVT #2 approve of the PROJECT, declare its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total LOCAL SHARE is \$1,288,466 and shall be invoiced in the following order:
 - a. Tri-Party Program funding shall be invoiced first, simultaneously and proportionately:
 - i. CVT #1 has agreed to contribute \$111,667 and will fund their share from the Tri-Party Program.
 - b. CVT #2 shall contribute \$309,232 which is their portion of the LOCAL SHARE.
 - c. The BOARD shall contribute \$755,900 which includes the LOCAL SHARE of \$644,233 and Tri-Party funds in the amount of \$111,667.
 - d. Any LOCAL SHARE costs above \$1,288,466 will be funded 100% by the BOARD.
4. Upon execution of this agreement, the BOARD shall submit an invoice to CVT #1 in the amount of \$111,667 (being 100% of CVT #1'S Tri-Party contribution).
5. Upon execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$111,667 (being 100% of the COUNTY'S Tri-Party contribution).

- a. The invoice shall be sent to:

Manager of Fiscal Services
Oakland County Fiscal Services
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328

6. In a separate agreement, the BOARD shall submit an invoice to CVT#2 in the amount of \$309,232 (being 100% of CVT #2's local share contribution).
7. Upon receipt of said invoice(s), the CVT #1 and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
8. The BOARD shall execute a separate Cost Participation Agreement with CVT #2, for their share of the estimated PROJECT cost.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By_____

Its_____

City of Novi

By_____

Its_____

Novi Road
8 Mile to 9 Mile Road
City of Novi
Board Project No. 57291

The resurfacing of Novi Road from 8 to 9 Mile Road.

ESTIMATED PROJECT COST

Contractor Payments	\$ 6,873,500
Less Federal Funds	<u>\$ 5,585,034</u>
Total Estimated Local Share	<u>\$ 1,288,466</u>

COST PARTICIPATION BREAKDOWN

	City of Novi	City of Northville	COUNTY	BOARD	TOTAL
Tri-Party Program	\$111,667		\$111,667	\$111,667	\$335,001
Contribution		\$309,232		\$644,233	\$953,465
TOTAL SHARES	\$111,667	\$309,232	\$111,667	\$755,900	\$1,288,466