



**CITY of NOVI CITY COUNCIL**

**Agenda Item J  
August 10, 2009**

**SUBJECT:** Approval of revised Traffic Control Device Agreement with the Road Commission for Oakland County for the future maintenance of the existing traffic signal at Grand River Avenue/Town Center Drive/Main Street which reduces Novi's share of maintenance costs from 100% to 50%.

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

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

Following the City Council's action on May 5, 2009 to rename Market Street as Main Street, the City initiated a change for the illuminated street name case sign on the decorative mast arm traffic signal at the intersection of Grand River Avenue and Main Street/Town Center Drive to reflect the street name change. The signal is located within the Road Commission for Oakland County (RCOC) right-of-way and is therefore owned and operated by RCOC. In reviewing the City's request, RCOC determined that the City of Novi was paying 100% of the maintenance costs associated with the signal. Under past practice with RCOC, developer-initiated signals were wholly funded by the developer (or the local jurisdiction) even if on a county road. The current practice at RCOC is to share the maintenance costs based on the jurisdiction of each leg of the intersection. We are working with RCOC to review other existing traffic signal agreements to see if any agreements require a similar update.

The revised agreement is attached for consideration and reflects that Grand River Avenue is under RCOC's jurisdiction (50%) and Main Street and Town Center Drive are both under Novi's jurisdiction (50%). The revised agreement will result in a 50% reduction in future maintenance costs for the signal.

The new street name for the illuminated case sign has been ordered and will be installed by RCOC when received.

**RECOMMENDED ACTION:** Approval of revised Traffic Control Device Agreement with the Road Commission for Oakland County for the future maintenance of the existing traffic signal at Grand River Avenue/Town Center Drive/Main Street which reduces Novi's share of maintenance costs from 100% to 50%.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

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



July 27, 2009

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Brian Coburn, Senior Civil Engineer  
City of Novi  
45175 W. Ten Mile Road  
Novi, MI 48375

RE: *Agreement with Road Commission for Oakland County*  
Grand River Avenue & Town Center/Main Street Traffic Signal  
Our File No. 55142 NOV

Dear Mr. Coburn:

Our office has reviewed the proposed Agreement for consideration by City Council prepared by RCOC with respect to sharing the cost of maintaining the traffic control devices at the intersections of Grand River and Town Center/Main Street.

Under the Agreement, RCOC's contribution to the cost of maintenance is 50% and the City's portion is 50%. It is our understanding RCOC will conduct all maintenance and the City will reimburse RCOC for its portion. The Agreement indicates RCOC will pay for energy billings and/or leased line interconnection billings.

We note, like the previous agreements between the City and RCOC for the shared maintenance of traffic signal improvements, that the Agreement requires the City to indemnify and hold harmless the County for claims relating to the traffic control device in the event that device is located on a road or street *other than a county road*. Because Town Center and Main Streets are not county roads, this may apply. As we previously noted, recent case law provides that the County is immune from liability pursuant to the governmental immunity statute because traffic signals are not included in the definition of "highway." *Johnson-McIntosh v City of Detroit*, 266 Mich App 318 (2005). Therefore, in the event of an injury or other damages relating to the traffic control device, the County would very possibly be immune and this provision would in that event, have no affect on the City.

However, in the event that a court did not deem the County immune as a contractor for the City, unlike a third party contractor that typically agrees to indemnify the City, the County is not providing that protection and in fact, is requiring the City to indemnify them for their own mistakes.

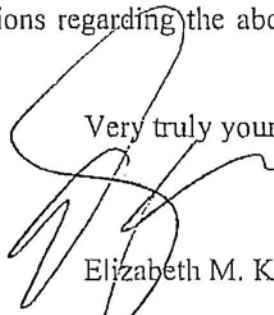
Brian Coburn, Senior Civil Engineer  
July 27, 2009  
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The Agreement also requires that if the traffic control device is on a county road and a governmental agency other than the County undertakes maintenance of the traffic control device, that agency acknowledges it is taking the RCOC's duty and will insure the RCOC in that regard. Since Town Center/Main Street is not a county road and RCOC intends to undertake the maintenance, this provision also has no real effect on the City.

Subject to the above, I see no legal impediment to entry into the Agreement with the RCOC.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Elizabeth M. Kudla', is written over the typed name. The signature is fluid and cursive, with a large loop at the top.

Elizabeth M. Kudla

cc: Maryanne Cornelius, City Clerk  
Rob Hayes, DPS Director  
Thomas R. Schultz

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STATE OF MICHIGAN  
 BOARD OF COUNTY ROAD COMMISSIONERS  
 OAKLAND COUNTY  
 AGREEMENT FOR TRAFFIC CONTROL DEVICE

Type of Work: TRAFFIC SIGNAL MAINTENANCE

Location: GRAND RIVER AVENUE & TOWN CENTER/MAIN STREET

Signal No.: C0 180  
 Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to participate in the cost of installation, maintenance and operation of the above traffic control device on the basis of the following division of costs. (Title to equipment shall remain with the purchasing agency, unless purchased for roads not under the jurisdiction of the Board of County Road Commissioner.) The proportionate share of all costs are to be billed monthly. This agreement is terminable on thirty days written notice by any party.

**DIVISION OF COSTS**

AGENCY	INSTALLATION		MAINTENANCE
	Percent	Estimated Cost	Percent
RCOC	N/A %	\$ N/A	50 %
CITY OF NOVI	N/A %	\$ N/A	<u>50 %</u>
Total	N/A %	\$ N/A	100 %

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in maintenance costs, shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the ROAD COMMISSION FOR OAKLAND COUNTY.

"In the event the traffic control device referred to in this agreement is located on a road or street that is not under the jurisdiction of the Road Commission for Oakland County, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the Road Commission for Oakland County from any and all claims, demands, or suits arising out of or relating to the installation, maintenance and operation of the traffic control device which is the subject matter of this agreement."

"In the event the traffic control device referred to in this agreement is located on a road or street that is under the jurisdiction of the Road Commission for Oakland County and by virtue of this agreement will be maintained by an agency other than the Road Commission for Oakland County, then and in that event the said agency hereby acknowledges that it is undertaking the Road Commission for Oakland County's duty to maintain the said traffic control device and further agrees to provide insurance coverage protecting the Road Commission for Oakland County."

APPROVED:  
 ROAD COMMISSION FOR OAKLAND COUNTY

APPROVED:  
 CITY OF NOVI

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
 Gary Piotrowicz

By \_\_\_\_\_

DIRECTOR OF TRAFFIC-SAFETY  
 Title of Authorized Official

\_\_\_\_\_  
 Title of Authorized Official

\*Certified copy of resolution must be submitted with this form for new installations.



July 21, 2009

Mr. Brian T. Coburn, P.E.  
City of Novi  
Engineering Department  
45175 W. Ten Mile Road  
Novi, MI 48375

Dear Mr. Coburn,

Enclosed are three copies of the traffic signal maintenance agreement for the signal at Grand River Avenue and Town Center/Main Street.

Your city's recent request to have the illuminated street name case sign at this intersection changed from "Market Street" to "Main Street" has prompted the need for a new agreement. The current agreement for this traffic signal has the City of Novi responsible for 100%. RCOC current practice at locations where the local municipality has jurisdiction over the intersecting roadways is to share in the cost per approach jurisdiction. At this intersection, RCOC would be responsible for 50% and the City of Novi 50%. The new agreement reflects these new percentages.

Please have all the agreements signed by the appropriate official and return them to us for further processing. In addition, please provide a copy of a resolution approved by your Board in support of this new agreement. A fully executed copy of the agreement will be returned to you for your records.

If you have any question, please feel free to contact me at (248) 858-4830.

Sincerely,

Charles Keller, P.E.  
Traffic Engineer  
Traffic-Safety Department

CK/ch

Enclosures (3)

*Board of Road Commissioners*

*Gregory C. Jamian  
Commissioner*

*Richard G. Skarritt  
Commissioner*

*Eric S. Wilson  
Commissioner*

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*Brent O. Bair  
Managing Director*

*Dennis G. Kolar, P.E.  
Deputy Managing Director  
County Highway Engineer*

Traffic Safety Department

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www.rcocweb.org



**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.

# City Of Novi



## Traffic Signal Location Map

