City of Troy

CITY COUNCIL ACTION REPORT

November 27, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Dev. Services
Steve Vandette, City Engineer SJV
John K. Abraham, Traffic Engineer

SUBJECT: Traffic Signal Maintenance Agreement
Big Beaver and Cunningham

Background:

- The RCOC requests a City Council resolution approving the attached cost agreement and a copy of the signed agreement for their files. After Kmart moved out, the signal at Big Beaver and Cunningham was retained. Kmart previously paid maintenance costs for the signal since installation in 1976. Maintenance costs in the future will be split at Troy 33-1/3% and RCOC 66-2/3%. There are currently unpaid maintenance costs for the intersection from September 2006 to November 14, 2007 of $9,148.38 proposed to be split 33-1/3% City and 66-2/3% County.

Financial Considerations:

- Average signal maintenance cost for a year is approximately $1,800; City share $600.
- Unpaid maintenance costs are now $9,148.38; City share $3,049.46.

Legal Considerations:

- The agreement is the same as the ones for all other traffic signals in the City reviewed by the Legal Department.

Policy Considerations:

- Goal I – Enhance livability and safety of the community.
- Goal V – Maintain relevance of public infrastructure to meet changing public needs.

ROAD COMMISSION for OAKLAND COUNTY
QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

Board of Road Commissioners

Larry P. Crake
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar
Deputy Managing Director
County Highway Engineer

Traffic Safety Department

2420 Pontiac Lk. Rd.
Waterford, MI
48328

248-858-4802

FAX
248-858-4814

TDD
248-858-8005

www.rcocweb.org

November 16, 2007

John Abraham, PhD, P.E., P.T.O.E.
Traffic Engineer
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Re: Big Beaver & Cunningham, Agreement for Traffic Control Device

Dear John Abraham, PhD, P.E., P.T.O.E.:

Enclosed are three copies of the "Agreement for Traffic Control Device" for the traffic signal at Big Beaver and Cunningham. Please have all the agreements signed by the appropriate official and return them to us for further processing.

Also attached is a copy of a letter and the prior "Agreement for Traffic Control Device" sent to the Sears Holdings Corporation concerning the non payment of invoices for the maintenance costs of $9,148.38 through September of 2006, for your information.

It's the Road Commission's understanding that the City of Troy expressed a concern to have the signal remain operational and not be removed at this location for the city owned street, of Cunningham. Upon receipt of the returned, signed agreement, the Road Commission will invoice the City of Troy for their share of the maintenance costs in accordance with the new agreement (Troy $33^1/_3$%, RCOC $66^2/_3$%) retroactive to the date of October 1, 2006 when the prior agreement was terminated.

Sincerely,

Charles Keller, P.E.
Traffic Engineer
Traffic-Safety Department
Enclosures (3)

cc: Gary Piotrowicz, RCOC

RECEIVED
NOV 26 2007
ENGINEERING

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

Type of Work: CHANGE IN DIVISION OF COSTS FOR MAINTENANCE

Location: BIG BEAVER AND CUNNINGHAM

Signal No: C0 439
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 Percent	INSTALLATION Estimated Cost	MAINTENANCE Percent
Road Commission for Oakland County	%	$	66 2/3 %
City of Troy	%	$	33 1/3 %
Total	%	$	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

Date_____

By_____
Gary Piotrowicz

DIRECTOR OF TRAFFIC-SAFETY
Title of Authorized Official

APPROVED:

CITY OF TROY

Date_____

By_____

_____
Title of Authorized Official

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

November 14, 2007

Edward Kendziuk
Sears Holdings Corporation
Michigan Campus
3000 West 14 Mile Road
P.O. Box 8073
Royal Oak, MI 48068-8073

Re: Big Beaver & Cunningham Unpaid Traffic Signal Maintenance Costs

Dear Edward Kendziuk:

Per your request, enclosed is a color copy of the "Board of County Road Commissioners", Oakland County, "Agreement for Traffic Control Device". This agreement is for the traffic signal at the intersection of Big Beaver Road and Cunningham Drive in the City of Troy, Oakland County, Michigan.

The Road Commission considers this a binding agreement and the total unpaid maintenance costs of $9,148.38 through September of 2006 should be paid immediately.

If you have any questions concerning this agreement, please don't hesitate to call me.

Sincerely,

Charles Keller, P.E.
Traffic Engineer
Traffic-Safety Department
Enclosure (1)

cc: John Abraham, PhD, PE, PTOE (City of Troy)
Shauna Knight (RCOC)

ROAD COMMISSION for OAKLAND COUNTY
QUALITY LIFE THROUGH GOOD ROADS:
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file

CO-434

BOARD OF COUNTY ROAD COMMISSIONERS

OAKLAND COUNTY

2420 PONTIAC LAKE ROAD
PONTIAC, MICHIGAN 48054

858-4571

AGREEMENT FOR TRAFFIC CONTROL DEVICE

Type of Work: Install and Remove Traffic Signal

Location: Big Beaver and Cunningham — Signal Agreement No. PVT-16

~~Village~~ City: Troy — Date Effective: 3-9-76

*Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned 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 Commissioners.) The proportionate share of all costs are to be billed ~~quarterly~~ monthly. This agreement is terminable on thirty days written notice by any party.

DIVISION OF COSTS

AGENCY	INSTALLATION Per Cent	INSTALLATION Estimated Cost	MAINTENANCE Per Cent
County of Oakland (salvageable materials)	-0- %	$ 3357.20	-0- %
~~City~~ S. S. Kresge (Install)	-0- %	2142.80	100 %
~~Village~~ S. S. Kresge (Remove)	-0- %	500.00	-0- %
Township	%		%
Total	100 %	$ 6000.00	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

☒ County Oakland ☐ City, Village, or Township of
(Check one)

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the

☒ County Oakland ☐ City, Village, or Township of
(Check one)

"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 Oakland County Road Commission, the authority having jurisdiction over the road or street hereby agrees to protect, defend and save harmless the Oakland County Road Commission from any and all claims, demands or suits arising out of the undertakings of the Oakland County Road Commission by virtue 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 Oakland County Road Commission and by virtue of this agreement will be maintained by an agency other than the Oakland County Road Commission, then and in that event the said agency hereby acknowledges that it is undertaking the Oakland County Road Commission's duty to maintain the said traffic control device and further agrees to provide insurance coverage protecting the Oakland County Road Commission."

APPROVED:	APPROVED:	APPROVED:
akland County Road Commission (County)	S. S. Kresge Company (Local Agency)	(Local Agency)
Date 3-9-76	Date Feb. 27, 1976	Date
By [signature]	By [signature]	By
County Highway Engineer (Title of Authorized Official)	Assistant Secretary (Title of Authorized Official)	(Title of Authorized Official)

* Certified copy [illegible]