



CITY COUNCIL ACTION REPORT

November 26, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Development Services
 Steven J. Vandette, City Engineer *SJV ujm*
 John K. Abraham, Deputy City Engineer/Traffic Engineer *[Signature]*

SUBJECT: Traffic Signal Maintenance Agreement
 Rochester Road and Woodside Bible Church

Background:

The Woodside Bible Church requested approval for installation of a traffic signal on Rochester Road at the Church driveway. There are several services each Sunday, and members of the large congregation have difficulty entering and exiting the driveway because of the heavy traffic on Rochester Road and the high number of parishioners at each service.

This request was approved by the City Council at the March 2007 meeting. The Church agrees to pay the complete cost of installation and maintenance of the signal. However, Rochester Road is under the jurisdiction of the City and hence, the RCOC requests a City Council resolution approving the cost agreement and the signed agreement for their files.

Financial Considerations:

The Church will pay for the complete installation and maintenance of the traffic signal with no cost to the City.

Legal Considerations:

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

Options:

The City Council can pass a resolution to approve the cost agreement, since the signal was already approved at an earlier date.

October 22, 2007

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

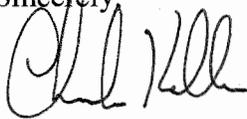
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ENGINEERING

Dear John,

Enclosed are three copies of the traffic signal installation agreement for the traffic signal at Rochester Road and Woodside Bible Church (S. of South Blvd.). 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. 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



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

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

Type of Work: TRAFFIC SIGNAL INSTALLATION

Location: Rochester Road and Woodside Bible Church
(S of South Blvd)

Signal No: CO 1278
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
	Percent	Estimated Cost	
Woodside Bible Church	100 %	\$	100 %
Total	100 %	\$	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

APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

APPROVED:
WOODSIDE BIBLE CHURCH

Date _____

By _____

Title of Authorized Official

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