



## CITY COUNCIL ACTION REPORT

March 7, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Traffic Signal Maintenance Agreement  
 Kirts and Livernois

### Background:

- The RCOC requests a City Council resolution approving the attached cost agreement and a copy of the signed agreement for their files. This signal is being modernized as a part of the road construction project last year. The signal improvements were postponed until this year so that there would be no additional delays to the road project last year. Signal modernization includes new controllers, other equipment, and also ADA compliance items for the intersection.

### Financial Considerations:

- Average signal maintenance cost for a year is approximately \$1,800; City share \$900. Installation cost will be \$100,000. City share is 1/3 or \$33,333, and the Road Commission for Oakland County share is 2/3, or \$66,667.

### 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.



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

January 7, 2008

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

**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

Dear Mr. Abraham,

Enclosed are three copies of the traffic signal modernization agreement for the traffic signal at Kirts and Livernois. 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 questions, please feel free to contact me at (248) 858-4830.

Sincerely,

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

Traffic Safety Department

CK/ch

Enclosures

2420 Pontiac Lk. Rd.  
Waterford, MI  
48328

248-858-4802

FAX  
248-858-4814

TDD  
248-858-8005

[www.rcocweb.org](http://www.rcocweb.org)

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JAN 09 2008  
ENGINEERING

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

Type of Work: TRAFFIC SIGNAL MODERNIZATION

Location: KIRTS BLVD AND LIVERNOIS ROAD

Signal No.: C0 625

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
Road Commission for Oakland County	66 2/3 %	\$ 66,667.00	66 2/3 %
City of Troy	<u>33 1/3 %</u>	<u>\$ 33,333.00</u>	<u>33 1/3 %</u>
Total	100 %	\$100,000.00	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 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

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