



CITY OF NOVI CITY COUNCIL
APRIL 20, 2020

SUBJECT: Adoption of a resolution authorizing traffic signal maintenance, and approval of an installation, maintenance, and operations agreement with the Road Commission for Oakland County (RCOC) for a Rectangular Rapid Flashing Beacon (RRFB) Traffic Signal Maintenance at a proposed pedestrian path crossing at 11 Mile Road, 200 feet west of Arcadia Drive.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering Division

BACKGROUND INFORMATION: The City and the Novi Community School District were awarded a Safe Routes to School federal grant in December 2019. OHM Advisors is designing the project, which includes ADA improvements, crosswalks, connecting pathways, and sidewalks at six Novi school campuses. The plan includes installation of one Rectangular Rapid Flashing Beacon (RRFB) at a proposed pedestrian crossing at 11 Mile Road, 200 feet west of Arcadia Drive, west of Taft Road. The RRFB will be solar-powered and will alert traffic to pedestrians crossing 11 Mile Road.

The RCOC has offered to maintain and replace (if damaged) the RRFB signal for the City. Attached is the agreement required to allow the RCOC to maintain the RRFB. The City Attorney favorably reviewed the agreement (Beth Saarela, April 8, 2020). Construction of the RRFB is not expected to occur until 2021.

RECOMMENDED ACTION: Adoption of a resolution authorizing traffic signal maintenance, and approval of an installation, maintenance, and operations agreement with the Road Commission for Oakland County (RCOC) for a Rectangular Rapid Flashing Beacon (RRFB) Traffic Signal Maintenance at a proposed pedestrian path crossing at 11 Mile Road, 200 feet west of Arcadia Drive.

Safe Routes to School Rectangular Rapid Flashing Beacon (RRFB) Location Map

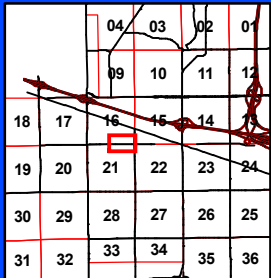


RRFB crossing with crosswalk pavement markings

Map Author: Rebecca Runkel
 Date: 4/7/20
 Project: Safe Routes to School
 Version #: 1.0

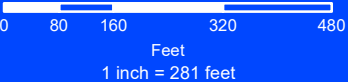
MAP INTERPRETATION NOTICE

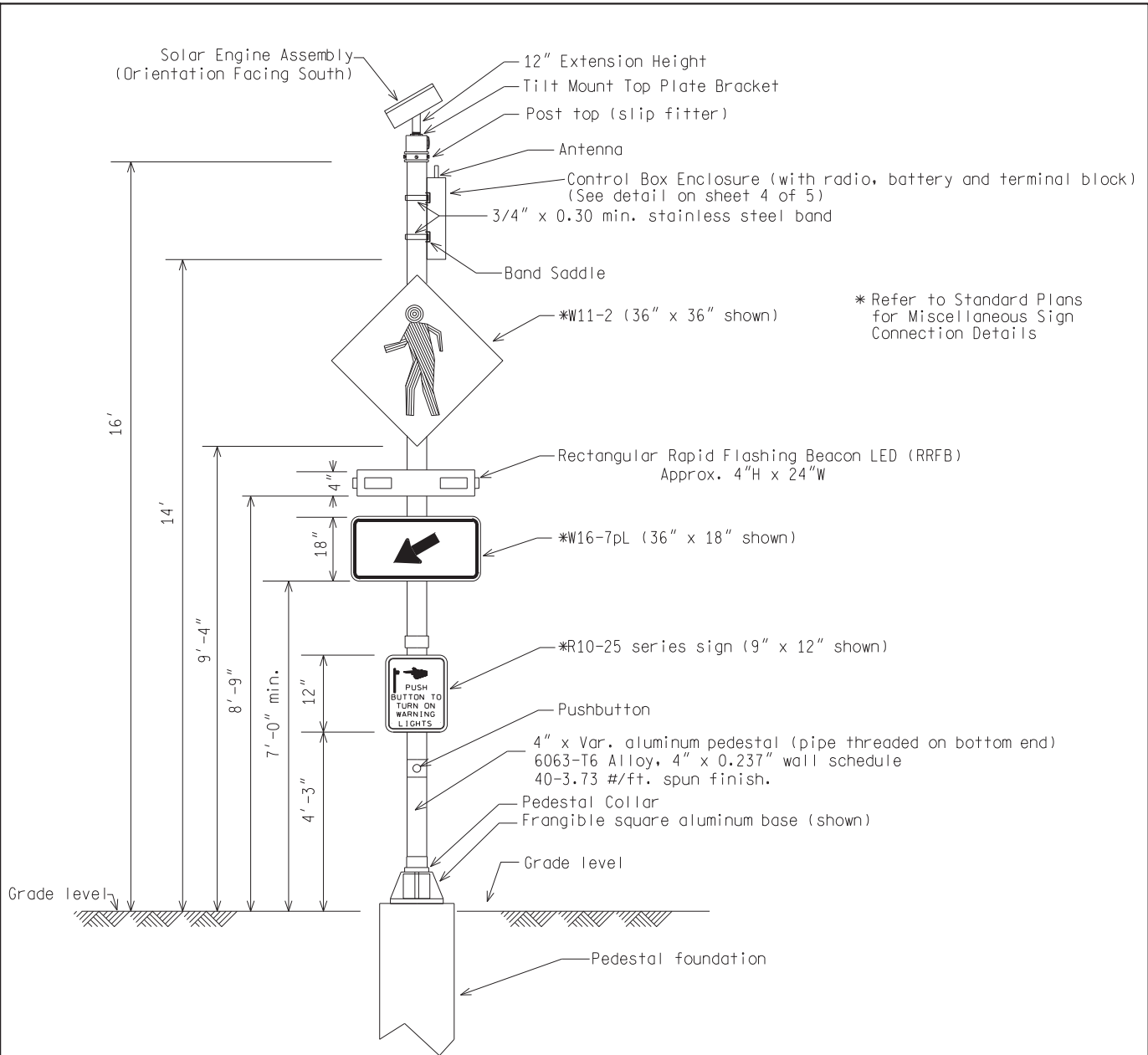
Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate 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.



City of Novi

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





FRONT VIEW

SOLAR POWER ASSEMBLY (ONE-SIDED RRFB)

NOT TO SCALE

File: RefDoc/TR/Signals/Web/Sp Det/Fin/SIG321A.dgn Rev: 02/16/17



PREPARED BY
TRAFFIC AND SAFETY

DRAWN BY:
CHECKED BY:

ENGINEER OF DELIVERY

ENGINEER OF DEVELOPMENT

(SPECIAL DETAIL)
FHWA APPROVAL DATE

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAYS DELIVERY STANDARD PLAN FOR

RECTANGULAR RAPID
FLASHING BEACON

PLAN DATE

SIG-321-A

SHEET
1 of 5



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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

April 7, 2020

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

**Re: RCOC Cost Sharing Agreement
Eleven Mile Road, 200 Feet West of Arcadia Drive, West of Taft Road, RRFB at
Pedestrian Path Crossing**

Dear Ms. Runkel:

We have received and reviewed the Cost Sharing Agreement prepared by the Board of County Road Commissioners (Board) for the installation and maintenance of traffic signals at the intersections of Eleven Mile Road, 200 Feet West of Arcadia Drive, West of Taft Road, RRFB at the Pedestrian Path Crossing.

The City is completing the installation at its own expense, and RCOC is completing the ongoing maintenance at the City's request and will invoice the City for 100% the cost of maintenance.

The Agreement is provided for the limited purpose of setting forth how the project costs will be paid by the named parties. RCOC will contract separately for completion of the project.

Unlike previous versions of the Agreement, the indemnity provision in favor of RCOC has been removed and the parties retain governmental immunity and accept liability for their own actions. The revised version of the Cost Sharing Agreement is acceptable in this regard.

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

Rebecca Runkel, Staff Engineer
City of Novi
March 4, 2020
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Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

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)

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

Type of Work: Traffic Signal Installation and Maintenance

**Location: Eleven Mile Road, 200 Feet West of Arcadia Drive,
West of Taft Road, RRFB at Pedestrian Path Crossing**

**Signal No: 1553
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, removal, 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 of the County of Oakland.) Invoices for costs are to be billed monthly by the Road Commission for Oakland County ("RCOC").

DIVISION OF COSTS

AGENCY	INSTALLATION		MAINTENANCE Percent
	Percent	Estimated Cost	
City of Novi	100 %	\$ Permit	100 %
Total	100 %	\$ Permit	100 %

It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("BILLINGS"). The RCOC will pay the invoices for the BILLINGS and subsequently invoice the CITY OF NOVI seeking reimbursement for payment of the BILLINGS pursuant to the division of costs stated above. The RCOC's payment of the BILLINGS shall be included as maintenance costs on the RCOC invoice to the CITY OF NOVI.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. The CITY OF NOVI is the agency responsible for the costs related to installation and maintenance, and the RCOC will invoice the CITY OF NOVI for the installation and maintenance costs pursuant to the division of costs stated above.

CITY OF NOVI shall pay all RCOC invoices within 30 days of the date of the invoice.

Each party to this agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the agreement, as provided by this agreement or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This agreement is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance 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 RCOC and by virtue of this agreement will be maintained by an agency other than the RCOC, then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this agreement.

This agreement is terminable on thirty days written notice by any party. The CITY OF NOVI shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:

APPROVED:

ROAD COMMISSION FOR OAKLAND COUNTY

CITY OF NOVI

Date _____ Date _____

By _____ By _____
Danielle Deneau, P.E.

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.

CITY OF NOVI
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION
RCOC AGREEMENT FOR TRAFFIC CONTROL DEVICE
ELEVEN MILE ROAD, 200 FEET WEST OF ARCADIA DRIVE
RRFB AT PEDESTRIAN PATH CROSSING

Minutes of a Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall of said City on _____, _____, at ____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____ and supported by Councilmember _____.

WHEREAS; the City of Novi is planning to install a Rectangular Rapid Flashing Beacon (RRFB)

WHEREAS; the City of Novi has requested that RCOC perform maintenance on the RRFB on behalf of the City

WHEREAS; the City of Novi's cost participation amount is estimated to be 100% of required maintenance.

WHEREAS; the Mayor and the City Clerk are authorized to execute the approved Agreement for Traffic Control Device, on behalf of the City, as expressly authorized, directed and instructed by the Council.

NOW THEREFORE, IT IS THEREFORE RESOLVED that Mayor and Council of the City of Novi hereby support and authorize participation in the Agreement for Traffic Control Device with the RCOC

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Cortney Hanson, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi, County of Oakland, and State of Michigan, at a regular meeting held this ____ day of _____, 2020, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

Cortney Hanson, City Clerk
City of Novi