



# CITY of NOVI CITY COUNCIL

**Agenda Item Q**  
**June 18, 2012**

**SUBJECT:** Approval of a revised traffic control device maintenance agreement with the Road Commission for Oakland County for the existing traffic signal on Eight Mile Road and Orchard Hill Place.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *Rij. BTU*

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

**BACKGROUND INFORMATION:**

The Road Commission for Oakland County (RCOC) is requesting execution of a revised traffic signal maintenance agreement for the existing traffic signal at Eight Mile Road and Orchard Hill Place/Meijer driveway. The signal was originally installed in 1996 and it was contemplated that ongoing maintenance costs of the signal would be shared by Wayne County (50% of the costs) for Eight Mile Road, Northville Township (25% of the costs) for the Meijer driveway south of Eight Mile, and Novi (25% of the costs) for Orchard Hill Place. Northville Township requested and Wayne County as agreed to cover ongoing maintenance costs for the Meijer driveway portion of the signal maintenance.

Therefore, RCOC seeks approval of a new agreement that does not change the 25% allocation to the City of Novi, but reallocates the Northville Township costs to Wayne County, which would now be responsible for 75% of the ongoing maintenance costs for the signal. The attached May 22, 2012 letter from RCOC provides additional background in this regard.

**RECOMMENDED ACTION:** Approval of a revised traffic control device maintenance agreement with the Road Commission for Oakland County for the existing traffic signal on Eight Mile Road and Orchard Hill Place.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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



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

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Gregory C. Jamian**  
Commissioner

**Eric S. Wilson**  
Commissioner

**Dennis G. Kolar, P.E.**  
Managing Director

**Gary Piotrowicz, P.E., P.T.O.E.**  
Deputy Managing Director  
County Highway Engineer

Traffic-Safety  
Department  
Traffic Engineering

2420 Pontiac Lake Road  
Waterford, MI  
48328

248-858-4802

FAX  
248-858-4814

TDD  
248-858-8005

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

May 22, 2012

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

**Re: Eight Mile Road & Meijer Driveway/Orchard Hill Place (Co. #992)**

Dear Mr. Coburn:

The Road Commission for Oakland County (RCOC), Traffic-Safety Department has been reviewing all of its traffic signal maintenance agreements. This review discovered an error with respect to the above mentioned location. Maintenance responsibility is not being invoiced to the appropriate responsible parties as originally agreed upon at the time RCOC took over maintenance of this location from Wayne County in 1996.

Wayne County has jurisdiction of Eight Mile Road at this location. However, in 1996 RCOC received federal funds to modernize this signal for inclusion in our SCATS system. At the time it was agreed RCOC would take over responsibility for maintenance with the same responsibility percentages that existed on the Wayne County agreement.

At the time, new agreements were sent out for execution by RCOC with the following percentages:

RCOC - 0%, Wayne County - 50%, City of Novi - 25%, Charter Township of Northville - 25%

From information contained in RCOC files, the signed agreements were returned by Wayne County and then the City of Novi. However, the Charter Township of Northville never returned signed copies and no further information was found. I have contacted the township to explain the above but, they refuse to participate in any new agreement.

Whereas, this signal is located on a section of Eight Mile Road under Wayne County jurisdiction, RCOC revised the agreement with the following percentages:

RCOC - 0%, Wayne County - 75%, City of Novi - 25%,

Wayne County has signed the revised agreement and it's now being forwarded to you for processing. Enclosed are four copies of the new agreement. Please have all the copies signed by the appropriate official and return them to us for further processing. A fully executed copy of the agreement will be returned 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  
Enclosures (4)

CTK/pm

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

Type of Work: Traffic Signal Maintenance

Location: Eight Mile Road and Meijer Driveway / Orchard Hill Place

Signal No: ~~922~~ 992  
 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	
RCOC	N/A	\$ N/A	0 %
Wayne County	N/A	\$ N/A	75 %
City of Novi	N/A	\$ N/A	25 %
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."

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APPROVED: ROAD COMMISSION FOR OAKLAND COUNTY  Date _____  By _____ Gary Piotrowicz  DIRECTOR OF TRAFFIC-SAFETY Title of Authorized Official	APPROVED: WAYNE COUNTY  Date <u>21 May 2012</u>  By   Director of Roads Title of Authorized Official	APPROVED: CITY OF NOVI  Date _____  By _____  _____ Title of Authorized Official
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\*Certified copy of resolution must be submitted with this form for new installations.

# Location Map

## Eight Mile Road at Orchard Hill Place



Signal location  
Eight Mile Road at  
Orchard Hill Place

Map Author: Brian Coburn  
Date: 6/6/12  
Project:  
Version #:

**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 Services  
26300 Delwal Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 856 feet

BUSINESS OF THE NOVI CITY COUNCIL  
NOVI, MICHIGAN

SUBJECT	Approval of Maintenance Agreement with the Road Commission for Oakland County for the Eight Mile Road traffic signal at Meijer Driveway/Orchard Hill Place		
DATE SUBMITTED	September 18, 1996	FOR AGENDA	September 23, 1996
DEPT APPROVAL		LEGAL APPROVAL IF REQUIRED	

EXPENDITURE REQUIRED	Estimated at \$150.00 per month
AMOUNT BUDGETED	
APPROPRIATION REQUIRED	
LINE ITEM NUMBER	

BRIEF HISTORY

Refer to memorandum to E. Kriewall from A. Nowicki dated September 18 1996

RECOMMENDED ACTION

Approval of Maintenance Agreement with the Road Commission for Oakland County for the Eight Mile Road traffic signal at Meijer Driveway/Orchard Hill Place.

	1	2	Y	N
MAYOR McLALLEN				
MAYOR PROTEM CRAWFORD				
COUNCILWOMAN CASSIS				
COUNCILMAN CLARK				

	1	2	Y	N
COUNCILMAN MITZEL				
COUNCILWOMAN MUTCH				
COUNCILMAN SCHMID				

## MEMORANDUM

DATE: September 18 , 1996

TO: Edward F. Kriewall, City Manager

FROM: Anthony W. Nowicki, Director of Public Services

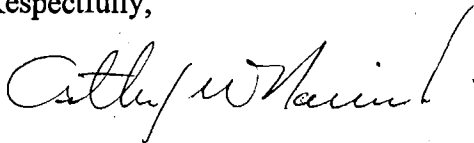
SUBJECT: Traffic Signal Maintenance Agreement with RCOC  
Eight Mile Road at Meijer Driveway/Orchard Hill Place

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Accompanying this memorandum for Council consideration is an agreement that provides for the maintenance of the Eight Mile Road traffic signal at Meijer Driveway/Orchard Hill Place by the Road Commission for Oakland County. Currently, the Wayne County Department of Public Services maintains this signal. However, the RCOC has scheduled the installation of a SCATS signal system at this location and, therefore, would be performing the maintenance. Maintenance participation percentages would remain at current levels with funding derived from the Road Funds. Approval is recommended.

Should you have any questions, then I am available for discussion..

Respectfully,



Anthony W. Nowicki  
Director of Public Services

AWN:kk

Attachment: RCOC letter dated 9/4/96 w/Agreement

cc: City Clerk w/3 original agreements

September 4, 1996

SEP 10 1996



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

Mr. Anthony Nowicki  
Director of Public Services  
45175 W. Ten Mile Road  
Novi MI. 48375-3024

Dear Mr. Nowicki:

A new development is being constructed in the northwest quadrant of Haggerty Road and 8 Mile Road. As part of this development a traffic signal will be installed on Haggerty Road approximately 1000 feet north of 8 Mile Road. Due to the close proximity of this signal to the traffic signal at 8 Mile Road it was determined that they would have to be interconnected.

The Road Commission for Oakland County is in the process of installing the SCATS signal system on the Haggerty Road corridor (Haggerty Road, Union Lake Road, Cooley Lake Road and Williams Lake Road) from 9 Mile Road north to Elizabeth Lake Road (south of M-59). It seems appropriate to continue the installation of this real-time traffic control system south to 8 Mile Road, especially since we are going to have a new traffic signal just north of 8 Mile Road.

We would like to install SCATS at the following intersections on 8 Mile Road that are currently under Wayne County jurisdiction: NB I-275 off-ramp, Haggerty Road, and Orchard Hill Place/ Meijer Driveway. The funding for the installation of SCATS will be provided through our FAST-TRAC project with the match provided by the developer installing the new traffic signal.

I am requesting that you sign the attached Cost Agreement that provides for the Road Commission for Oakland County to provide the Maintenance for the traffic signal at Eight Mile Road and Meijer Driveway/Orchard Hill Place at the same cost percentages indicated on the previous Cost Agreements that are attached. The SCATS signal system should provide an improved traffic flow at the three intersections on 8 Mile Road and provide coordination with the new traffic signal on Haggerty Road.

If you have any questions or concerns please feel free to contact me.

Very truly yours,

David F. Allyn, P.E.  
Director  
Traffic-Safety Department

c: Gary Crull, American Reality  
Les Akey  
Beata Lamparski

*Board of Road Commissioners*

*John E. Olsen*  
Chairman

*Richard V. Vogt*  
Vice-Chairman

*Rudy D. Lozano*  
Commissioner

*Brent D. Bair*  
Managing Director

*Gerald M. Holmberg*  
Deputy Managing Director  
County Highway Engineer

2420 Pontiac Lk. Rd.  
Waterford, MI  
48328

810-858-4820

FAX

810-858-7607



810-858-8005

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

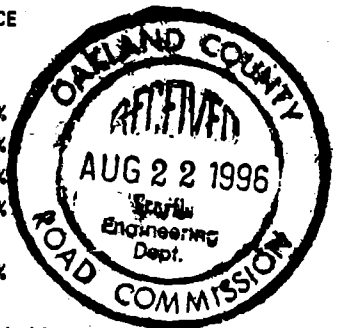
Type of Work INSTALLATION OF SCATS

Location EIGHT MILE ROAD AT MEIJER DRIVEWAY/ORCHARD HILL PLACE Signal No. \_\_\_\_\_

Date Effective \_\_\_\_\_

\* Under authority of state law and by virtue of resolutions 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 Commissioners.) The proportionate share of all costs are to be billed monthly. This agreement is terminable on thirty days written notice by any party.

AGENCY	DIVISION OF COSTS		MAINTENANCE Percent
	INSTALLATION Percent	Estimated Cost	
ROAD COMMISSION FOR OAKLAND COUNTY	_____ %	\$ _____	_____ 0 %
WAYNE COUNTY OF WAYNE	_____ %	\$ _____	_____ 50%
CITY OF NOVI	_____ %	\$ _____	_____ 25%
CHARTER TOWNSHIP OF NORTHVILLE	_____ %	\$ _____	_____ 25%
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 WAYNE COUNTY OF WAYNE.

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: COUNTY OF WAYNE	APPROVED: CITY OF NOVI	APPROVED: CHARTER TOWNSHIP OF NORTHVILLE
Date _____	Date <u>Aug. 16, 1996</u>	Date _____	Date _____
By _____	By <u>Robert C. Mahoney</u>	By _____	By _____
_____	<u>Director of Roads</u>	_____	_____
Title	Title	Title	Title

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





*Edward H. McNamara  
County Executive*

August 13, 1996

David F. Allyn, Director  
Traffic - Safety Department  
Road Commission for Oakland County  
2420 Pontiac Lake Road  
Waterford, Michigan 48328



**SUBJECT: COST AGREEMENT FOR TRAFFIC SIGNAL CONTROL  
BASELINE (EIGHT ML RD) @ HAGGERTY RD & @ ORCHARD PL DR**

Attached you will find the Cost Agreements for traffic signal control for the intersections of Baseline (Eight Mile Road) at Haggerty and also Orchard Place Drive. These Agreements have been signed by Wayne County and are being returned for further processing.

Under the terms of these Agreements, Wayne County will continue participating in the maintenance and energy costs appropriately apportioned, while the actual maintenance activities associated with these signals will be performed by the Road Commission for Oakland County. We assume that the actual transfer of maintenance activities will begin when the installation of the new traffic signal equipment begins.

Please be advised that Wayne County had planned to fully activate the vehicular movements at the Baseline-Haggerty intersection. Additionally, the pedestrian movement across the east leg was going to be signalized. If additional sidewalks are planned by developers for the northwest quadrant, we assume those pedestrian movements would also be signalized.

We would appreciate receiving a photocopy of the planned signal layout for both intersections with the return of the fully executed Traffic Signal Cost Agreements.

Very truly yours,

Victoria J. Holland  
Assistant Engineer of Traffic Operations

pc: Robert A. Mahoney, Director of Roads  
Jack Fox

c:\VJH:ssm:c\100\ltr18.OCC

DIVISION OF ROADS  
29900 GODDARD ROAD • DETROIT, MICHIGAN 48242 • (313) 955-9920 • FAX (313) 955-2374

TRAFFIC SIGNAL AGREEMENT  
COUNTY OF WAYNE

Postmark  Date 7/30/96 # of pages 1  
Fax Note  
To DAVE ALYN  
Fax 313 858 7607  
From VICKI HALL  
Phone 313 955-2158

DRAWING NUMBER 1661

TYPE OF DEVICE

TRAFFIC SIGNAL

LOCATION

BASE LINE - ORCHARD HILL PLACE DRIVE/MEIJER DRIVEWAY

The undersigned hereby agree to participate in the costs of installation, maintenance and energy, and line rental of the above device on the basis of the following division of costs:

AGENCY	DIVISION OF COSTS			
	INSTALLATION		MAINTENANCE & ENERGY	LINE RENTAL
	%	Estimated Cost		
Wayne County Department Of Public Services			50	-
CITY OF NOVI			25	-
CHARTER TOWNSHIP OF NORTHVILLE			25	-
TOTALS	100%	\$22,800*	100%	100%

It is further agreed that the following responsibilities shall be assumed by the agency listed:

RESPONSIBILITY	AGENCY
Performing installation	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES
Performing Maintenance	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES
Paying energy billings	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES
Paying line rentals	- - -