



CITY of NOVI CITY COUNCIL

Agenda Item E
October 9, 2017

SUBJECT: Approval of a Street Light Cost Sharing Agreement with the Road Commission for Oakland County and Lyon Township for the installation and ongoing operation costs of the street lights at the Ten Mile Road and Napier Road Roundabout.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 2,184.48 (Street Light Operating Costs)
AMOUNT BUDGETED	\$152,000.00 FY 2017-18 Budget (Street Light Operating Costs)
LINE ITEM NUMBER	101-442.20-924.000 (Street Light Operating Costs)

BACKGROUND INFORMATION:

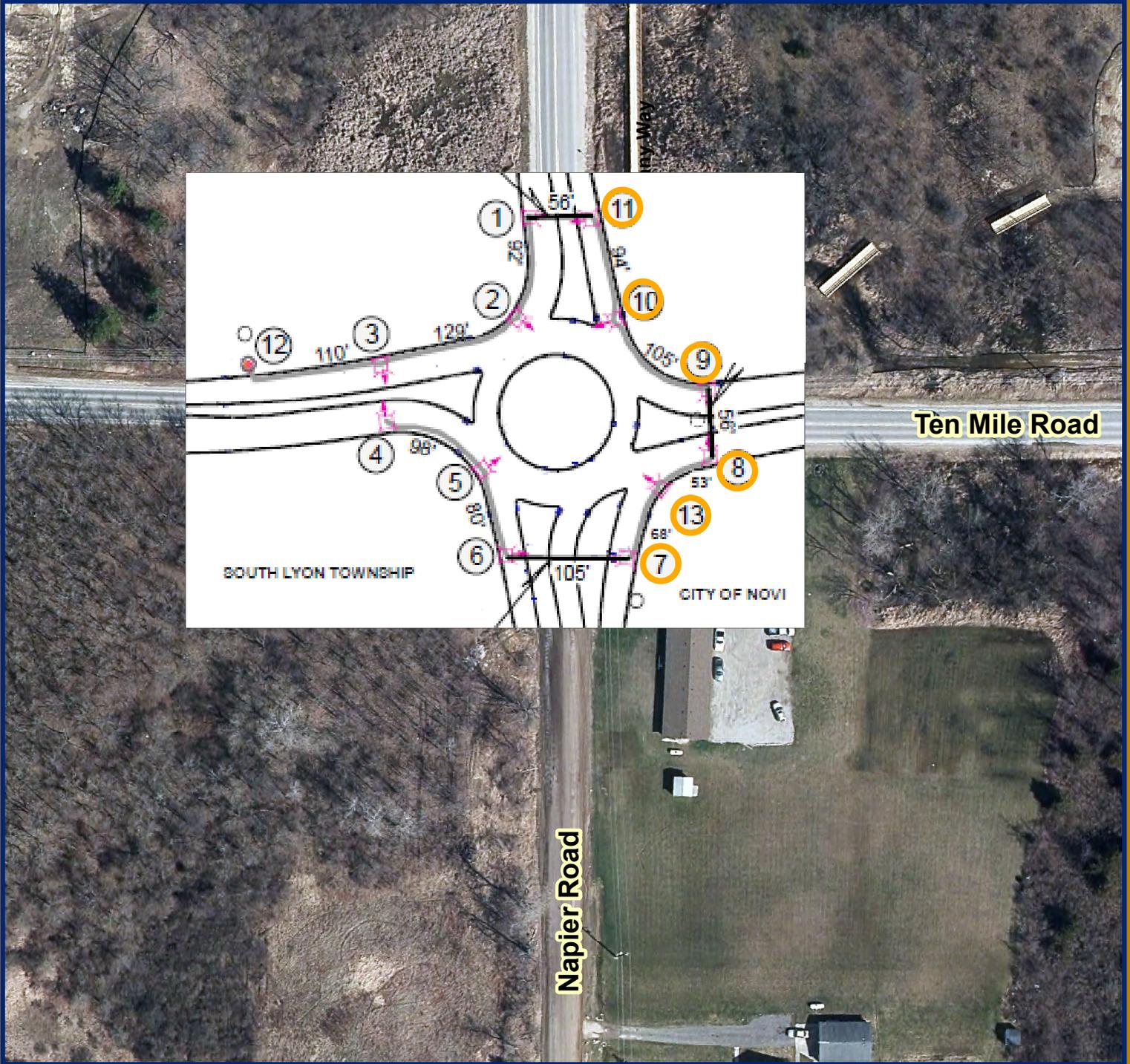
The City of Novi approved and entered into an agreement with the Road Commission for Oakland County (RCOC) and the Charter Township of Lyon on June 5, 2017. All three parties agreed to split the costs of the newly constructed roundabout located at the intersection of Napier Road and Ten Mile Road.

The installation of the proposed street lighting by DTE Energy at the roundabout was covered under the cost sharing agreement but the ongoing operating costs were not included. The City and RCOC agree to equally share the costs associated with the ongoing energy, replacement, repair, inspection, maintenance and administration for the six proposed LED street lights on the easterly side of Napier Road. The costs associated with the seven lights on the westerly side of Napier will be equally shared between RCOC and the Charter Township of Lyon.

The agreement has been reviewed and recommended for approval by Engineering staff and the City Attorney.

RECOMMENDED ACTION: Approval of a Street Light Cost Sharing Agreement with the Road Commission for Oakland County and Lyon Township for the installation and ongoing operation costs of the street lights at the Ten Mile Road and Napier Road Roundabout.

DTE Street Light Installation Napier Rd & Ten Mile Road Roundabout Location Map



Map Author: J. Mathias
Date: 10/02/2017

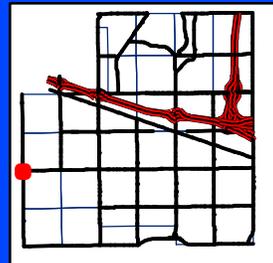
Project:
Version #:

Amended By:
Date:
Department:

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.

Streetlight Installation



City of Novi

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



1 inch = 104 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.jrsjlaw.com

September 22, 2017

Joey Mathias, Graduate Engineer
CITY OF NOVI
City of Novi
45175 Ten Mile Road
Novi, MI 48375-3024

Re: Street Lighting Cost Sharing Agreement

Dear Mr. Mathias:

We have received and reviewed the Street Lighting Cost Sharing Agreement prepared by the Board of County Road Commissioners (RCOC) for the payment of on-going operating costs for the street lighting at the 10 Mile and Napier Road roundabout. The Agreement also provides for the division of the cost of replacement of any pole that is damaged. Novi will equally share costs in the amount of \$2,184.48 with the RCOC for 6 lights within the roundabout. Novi will pay the cost to DTE on a monthly basis, and RCOC will reimburse the City for its share annually. The cost of replacement lighting will also be divided equally between the City and the County.

Lyon Township will share costs in the amount of \$2,184.48, annually with the RCOC for the other 6 lights within the roundabout pursuant to the same procedure set forth for the City and the Board.

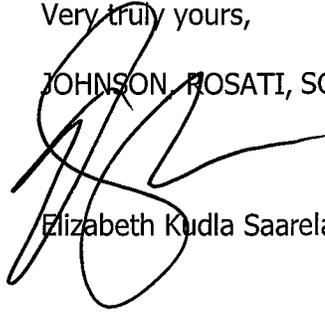
The Agreement is provided for the limited purpose of setting forth how the on-going cost of operating and replacing the lights will be divided between the named parties. Based on the limited purpose and scope of the contract, we see no legal impediment to entering into the Agreement with RCOC and Lyon Township.

If you have any questions regarding the above, please do not hesitate to contact me.

Joey Mathias, Graduate Engineer
September 22, 2017
Page 2

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

A handwritten signature in black ink, appearing to read 'Elizabeth Kudla Saarela', written over the printed name.

Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)
George Melistas, Engineering Senior Manager (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

CITY OF NOVI
CHARTER TOWNSHIP OF LYON
ROAD COMMISSION FOR OAKLAND COUNTY
STREET LIGHT COST SHARING AGREEMENT

THIS AGREEMENT, made this 20 day of September, 2017 by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 10 Mile Road, Novi, Michigan 48375, hereinafter referred to as "City", the Charter Township of Lyon, a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165, hereinafter referred to as "Township" and the Road Commission for Oakland County, a Michigan public body corporate, whose address is 31001 Lahser Road, Beverly Hills, MI 48025, hereinafter referred to as "RCOC."

WHEREAS, the City, Township and RCOC are jointly participating in the project to reconstruct Napier Road from 9 Mile Road to 10 Mile Road, identified as RCOC Project No. 52111, hereinafter referred to as the "Project", which Project includes the construction of a roundabout at the intersection of Napier and 10 Mile roads and installation of new street lighting by the Detroit Edison Company (hereinafter referred to as "DTE"); and

WHEREAS, the City, Township and RCOC have agreed to contract with DTE for the installation of such street lighting, provided that the City, Township and RCOC share in the cost of operation and maintenance of the street lighting; and

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. The City, Township and RCOC shall contract with DTE to install street lighting for the Project, in the City of Novi and the Township of Lyon, within RCOC right-of-way, in the locations shown on the attached and incorporated Exhibit A.

2. The cost for the installation of the street lighting shall be shared by the City, Township and RCOC in accordance with the local match shares calculated for the Project.

3. The City and RCOC shall share equally in the cost of ongoing energy, replacement, repair, inspection, maintenance and administration costs for the street lights (hereinafter referred to as "Novi Operating Costs") located in the vicinity of the 10 Mile Road and Napier Road roundabout and identified in Exhibit A as pole numbers 7, 8, 9, 10, 11, and 13 (hereinafter referred to as "Novi Roundabout Lighting"), in the estimated amount of Two Thousand One Hundred Eighty Four Dollars and Forty Eight Cents (\$2,184.48) annually. The estimated charges for the Novi Operating Costs for the Novi Roundabout Lighting will be billed to the City by DTE monthly. The City shall forward the billings to RCOC on an annual basis, and RCOC shall pay the City for its portion of the Novi Operating Costs to the City within thirty (30) days of the date of the billings. In the event charges of any kind relating to the operation and maintenance of the Novi Roundabout Lighting are incurred in excess of the estimated amount during the course of the year, the City may bill RCOC for its proportionate amount and RCOC shall pay its share of any such billing within thirty (30) days of the date of the bill. The City and RCOC acknowledge that the payments are based upon

estimates of charges imposed by DTE for the lighting service provided, and that the charges may increase due to unforeseen circumstances and due to the increase of energy costs over time. The City and RCOC hereby agree to pay the Novi Operating Costs relating to the Novi Roundabout Lighting as they may be revised due to such increases.

4. The Township and RCOC shall share equally in the cost of ongoing energy, replacement, repair, inspection, maintenance and administration costs for the street lights (hereinafter referred to as "LT Operating Costs") located in the vicinity of the 10 Mile Road and Napier Road roundabout and identified in Exhibit A as pole numbers 1, 2, 3, 4, 5, and 6, (hereinafter referred to as "LT Roundabout Lighting"), in the estimated amount of Two Thousand One Hundred Eighty Four Dollars and Forty Eight Cents (\$2,184.48) annually. The estimated charges for the LT Operating Costs for the LT Roundabout Lighting will be billed to the Township by DTE monthly. The Township shall forward the billings to RCOC on an annual basis, and RCOC shall pay the Township for its portion of the LT Operating Costs to the Township within thirty (30) days of the date of the billings. In the event charges of any kind relating to the operation and maintenance of the LT Roundabout Lighting are incurred in excess of the estimated amount during the course of the year, the Township may bill RCOC for its proportionate amount and RCOC shall pay the Township for RCOC's share of any such billing within thirty (30) days of the date of the bill. The Township and RCOC acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges may increase due to unforeseen circumstances and due to the increase of energy costs over time. The Township and RCOC hereby agree to pay the LT Operating Costs relating to the LT Roundabout Lighting as they may be revised due to such increases.

5. In the event that one of the Novi Roundabout Lighting poles identified as Nos. 7, 8, 9, 10, 11, and 13 on Exhibit A is damaged or destroyed, DTE will replace or repair such pole according to the terms of the lighting agreement between the DTE and the City, and RCOC and the City shall share equally in the cost of the replacement pole, as invoiced by DTE. The City shall bill the RCOC in the amount of 50% of the replacement cost of the pole, and the RCOC shall forward payment to the City within 30 days of the billing.

6. In the event that one of the LT Roundabout Lighting poles identified as Nos. 1, 2, 3, 4, 5, and 6 on Exhibit A is damaged or destroyed, DTE will replace or repair such pole according to the terms of the lighting agreement between the DTE and the Township, and RCOC and the Township shall share equally in the cost of the replacement pole, as invoiced by DTE. The Township shall bill the RCOC in the amount of 50% of the replacement cost of the pole, and the RCOC shall forward payment to the Township within 30 days of the billing.

7. The parties agree that notwithstanding anything set forth herein, it is the intent of the parties that each one shall have and retain governmental immunity as a governmental agency, and shall have and receive any immunity conferred by virtue of its activities set forth herein. Each party shall be responsible for any claims made against that party and for the acts of its own employees or agents. Each party releases the other parties from any claims against the party. In any claims that may arise from the performance of this Agreement, each party

shall seek its own legal representation and bear costs associated with such representation, including any attorney fees. Except as otherwise provided in this Agreement, no party shall have any right under any legal principle to be indemnified by any other party or its employees or agents in connection with any claim. DTE shall not be considered an agent or employee of any party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

ROAD COMMISSION FOR OAKLAND COUNTY CITY OF NOVI

By: _____

By: _____

(Print Name)

(Print Name)

Its: _____

Its: _____

By: _____

By: _____

(Print Name)

(Print Name)

Its: _____

Its: _____

CHARTER TOWNSHIP OF LYON

By: John Dolan

Its: John Dolan
(Print Name)

Its: Supervisor

By: Michele Ortiz-Cash

Michele Ortiz-Cash
(Print Name)

Its: Clerk



Streetlight Billing Summary

O260 - not found in township NOV
7068 SLYON IN 6 *903

O310 - not found in township LYN
7068 SLYON IN 6 *903

Created on: 2/23/2017 9:28:02 AM

Trench-Bore Summary

Type	Occupants	Length
ST LT - TRENCH-IN CONDUIT	E	847
Total		847

Created on: 2/23/2017 10:47:18 AM

Cable Summary

Type	Legacy Stock # /SAP #	Length
IN #2 ALX2 - #4 ALX1	713-0876/100075024	1223

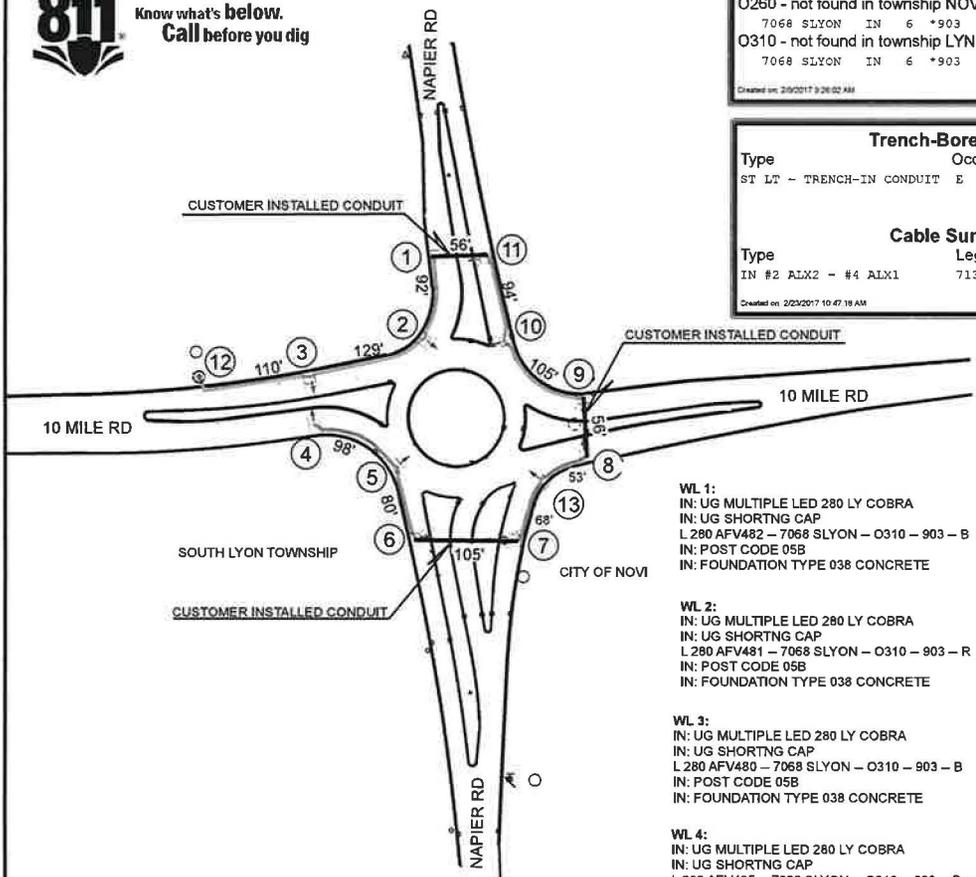
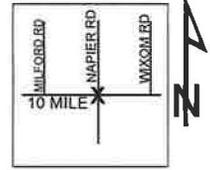
Created on: 2/23/2017 10:47:18 AM

CITY OF NOVI
INSTALL (6) CODE 05B POSTS
INSTALL (6) 280W LY LED SLS

LYON TOWNSHIP
INSTALL (6) CODE 05B POSTS
INSTALL (6) 280W LY LED
EXHIBIT B

JOB NOTE:
- CUSTOMER INSTALLED CONDUIT AT ROAD CROSSINGS
- 2 INCH SCHED 40 PVC
- ENDS OF ROAD CROSSINGS MARKED WITH STAKE/2X4
CROSSING CONDUIT INSPECTION NEEDED BEFORE COVERING

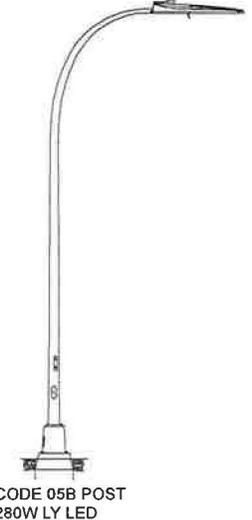
CONDUIT INSPECTION BY
DTE UG TECH JACK MAYER 517-304-6719



- WL 1:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV482 - 7068 SLYON - O310 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 2:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV481 - 7068 SLYON - O310 - 903 - R
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 3:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV480 - 7068 SLYON - O310 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 4:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV485 - 7068 SLYON - O310 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 5:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV484 - 7068 SLYON - O310 - 903 - R
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE

- WL 6:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV483 - 7068 SLYON - O310 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 7:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV486 - 7068 SLYON - O260 - 903 - R
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 8:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV487 - 7068 SLYON - O260 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 9:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV488 - 7068 SLYON - O260 - 903 - R
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 10:**
IN: UG SHORTNG CAP
IN: UG MULTIPLE LED 280 LY COBRA
L 280 AFV489 - 7068 SLYON - O260 - 903 - B
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE

- WL 11:**
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV490 - 7068 SLYON - O260 - 903 - R
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
- WL 12:**
IN: PCLL
IN: DET 23227B
DET 984 UG 2A LIGHTING
- WL 13:**
IN: POST CODE 05B
IN: FOUNDATION TYPE 038 CONCRETE
IN: UG MULTIPLE LED 280 LY COBRA
IN: UG SHORTNG CAP
L 280 AFV622 - 7068 SLYON - O260 - 903 - B



CODE 05B POST
280W LY LED
PWO 46818742 11X17L

LEGEND

- EXISTING DECO POLE
- ⊗ PROPOSED POLE
- FOREIGN POLE
- ⊕ EXISTING ANCHOR
- ⊗ PROPOSED ANCHOR
- CUST INSTALLED CONDUIT
- TRENCH
- 120/240 V LINE
- 4.8 KV LINE
- 13.2 KV LINE
- 40 KV LINE

NOTE DIVIDING LINE CITY OF NOVI AND LYON TOWNSHIP IS NAPIER ROAD.

DTE Energy		DTE Electric - Distribution Engineering and Planning						
General Planner	Work Order Description							
Line: Linda K	SL - NBUS - 11 UG - 10 Mile & Napier Roundabout - Lyon Twp / Novi							
Phone: 734.397.4169	Work Order #	GIS-DSN	COB	DUL	CUO	PLG		
	46823865	46823867		46823876	46823877			
Engineer	Circuit #1	Circuit #2		PH	SCMAT			
Brian R Kinnick	GODY 8824				46823875			
Phone	Service Center	Worksite City	Worksite Twp	County				
734.397.4024	HWL	Worksite City		OAKLAND				
Planning Engineer	AU Work to be Performed							
	AU		RSD					
	AU Company	Contact	Email	Phone				
	AU Company	Contact	Email	Phone				
	Phone							
	Phone							
	CUE Number	Ver	Plot Date	Scale	Town	Range	Section	Chr
	702570	1	2/23/2017	N/A	01N	07E	24	