



# CITY of NOVI CITY COUNCIL

**Agenda Item O**  
**August 12, 2013**

**SUBJECT:** Approval of a traffic control device maintenance agreement with the Road Commission for Oakland County for the existing traffic signal at 12 Mile Road and Cabot Drive.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

The Road Commission for Oakland County (RCOC) has provided the attached Agreement for Traffic Control Device for the existing traffic signal at the intersection of westbound 12 Mile Road and Cabot Drive. The signal was constructed in 2006 under construction agreements between Northern Equities, the City of Novi and the Road Commission for Oakland County. However, a maintenance agreement covering the on-going maintenance costs for the signal was never executed between the City and RCOC.

The Agreement for Traffic Control Device formally allocates the maintenance costs for the traffic signal based on the jurisdictions of the streets at the intersection. Since there are three legs to the intersection, RCOC would cover two-thirds of the costs for eastbound and westbound 12 Mile Road and Novi would cover one-third of the costs for Cabot Drive, which is under Novi jurisdiction. This allocation matches the maintenance billing that has occurred since the signal was installed. Routine maintenance costs for a typical traffic signal are approximately \$2,500 per year.

The proposed agreement has been reviewed and recommended for approval by Engineering staff and the City Attorney (Beth Saarela's July 30, 2013 letter attached).

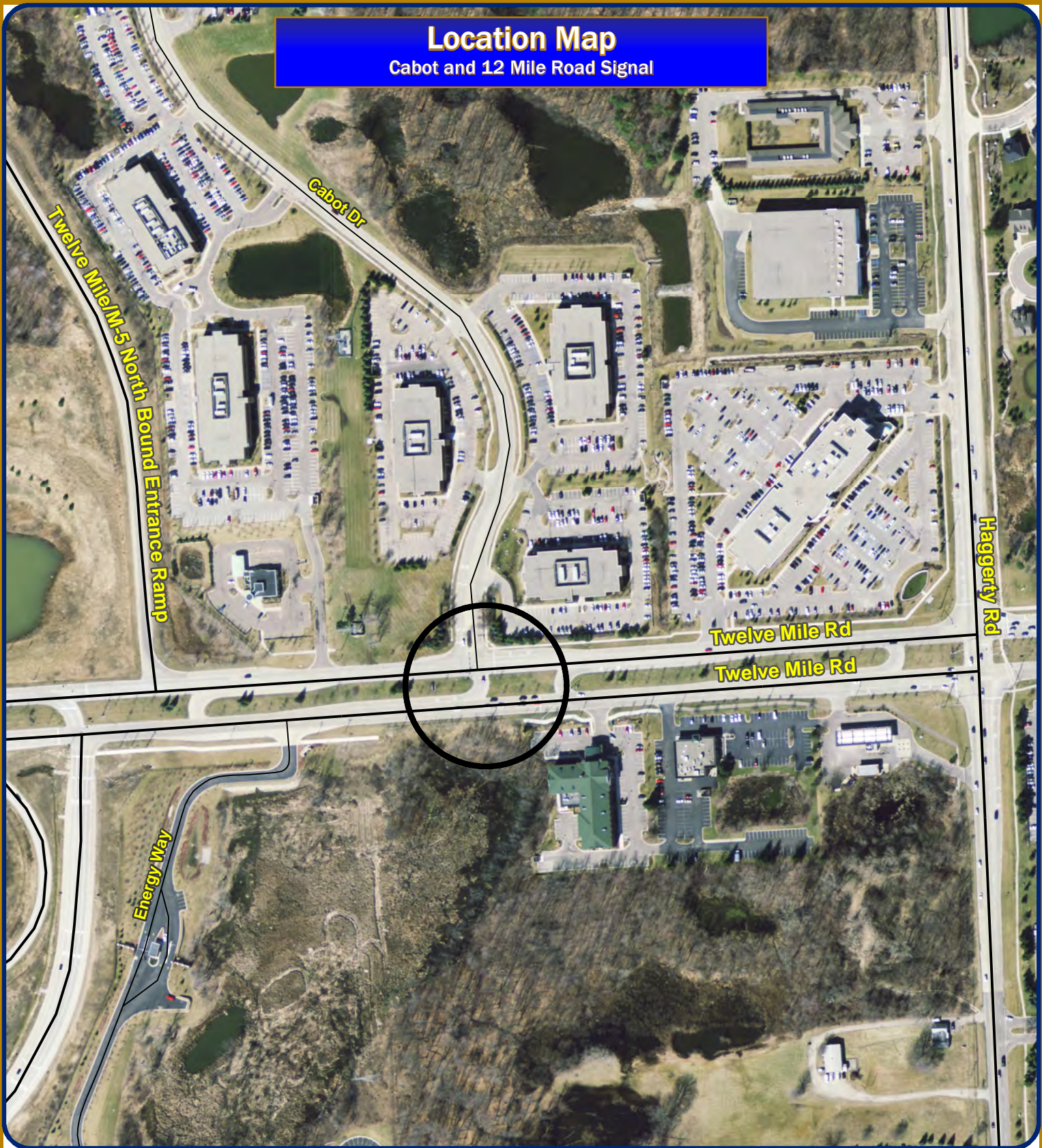
**RECOMMENDED ACTION:** Approval of a traffic control device maintenance agreement with the Road Commission for Oakland County for the existing traffic signal at 12 Mile Road and Cabot Drive.

	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				

# Location Map

## Cabot and 12 Mile Road Signal

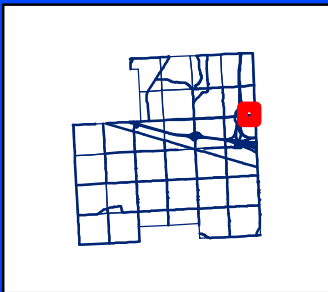


Map Author: M. D. McCreadie Jr  
 Date: 7/31/13  
 Project: Cabot and 12 Mile Road Signal  
 Version #: 1

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.



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



1 inch = 300 feet

**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

July 15, 2013

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

**Re: Traffic Signal Maintenance Agreements  
Grand River Ave & 12 Mile Rd / Novi Promenade (Co. # 1016)  
12 Mile Rd & Cabot Dr (Co. # 1245)**

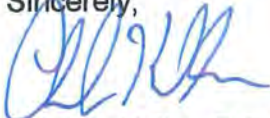
Dear Mr. Coburn:

A recent review of Road Commission for Oakland County (RCOC) traffic signal maintenance agreements has discovered we do not have one on file for the above mentioned locations. In an effort to update our records, RCOC is requesting the execution of agreements in accordance with our current billing practices.

Enclosed are three copies of an agreement for each location. Please have all the agreements signed by the appropriate official and return them to us for further processing. Fully executed copies of the agreements 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/pm

Enclosures

Traffic-Safety Department

Traffic Engineering

2420 Pontiac Lake Road  
Waterford, MI 48328

248-858-4802

FAX  
248-858-4814

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

**Type of Work: Traffic Signal Maintenance**

**Location: Twelve Mile Road & Cabot Drive**

**Signal No: 1245  
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	MODERNIZATION Percent	Estimated Cost	MAINTENANCE Percent
RCOC	N/A %	\$ N/A	66 <sup>2</sup> / <sub>3</sub> %
City of Novi	N/A %	\$ N/A	33 <sup>1</sup> / <sub>3</sub> %
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."

APPROVED:  
**ROAD COMMISSION FOR OAKLAND COUNTY**

APPROVED:  
**CITY OF NOVI**

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Gary Piotrowicz

By \_\_\_\_\_

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.

# JOHNSON | ROSATI | SCHULTZ | JOPPICH

A Professional Corporation

34405 W. Twelve Mile Road Suite 200 ~ Farmington Hills, Michigan 48331-5627  
Phone: 248.489.4100 / Fax: 248.489.1726  
www.johnsonrosati.com

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Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

July 30, 2013

Brian Coburn, Engineering Manager  
Public Services – DPW Garage  
26300 Delwal Drive  
Novi, MI 48375

**RE: Agreement with Road Commission for Oakland County  
Twelve Mile and Cabot Drive Traffic Signal**

Dear Mr. Coburn:

Our office has reviewed the proposed Agreement for consideration by City Council prepared by RCOC with respect to sharing the cost of maintaining the traffic control devices at the intersections of Twelve Mile and Cabot Drive.

Under the Agreement, RCOC's contribution to the cost of maintenance is 66 2/3 % and the City's portion is 33 1/3 %. The Agreement states that RCOC will conduct all maintenance and the City will reimburse RCOC for its portion. The Agreement indicates RCOC will pay for energy billings and/or leased line interconnection billings.

This Agreement, like the previous traffic signal agreements between the City and RCOC requires the City to indemnify and hold harmless the County for claims relating to the traffic control device in the event that device is located on a road or street *other than a country road*. Corporation counsel for the County has refused to modify the provision on previous occasions. Though Cabot Drive is not a County road, corporation counsel for the County has previously asserted that when this provision does not apply when the intersection includes a County road. Additionally, as we previously noted, recent case law provides that the County is immune from liability pursuant to the governmental immunity statute because traffic signals are not included in the definition of "highway." *Johnson-McIntosh v City of Detroit*, 266 Mich App 318 (2005). Therefore, in the event of an injury or other damages relating to the traffic control device, the County would very possibly be immune and this provision would in that event, have no effect on the City.

Additionally, the requirement to provide RCOC with insurance in this case is inapplicable because RCOC is completing the maintenance.

Brian Coburn, Engineering Manager  
July 30, 2013  
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Subject to the limited possibility for liability relating to the signal on Cabot Drive as set forth above, we see no legal impediment to entering into the Agreement.

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

Very truly yours,

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



Elizabeth Kudla Saarela

EKS/sls

C: Maryanne Cornelius, Clerk  
Rob Hayes, DPS Director  
Thomas R. Schultz, Esquire