



500 West Big Beaver
Troy, MI 48084
troymi.gov



CITY COUNCIL AGENDA ITEM

Date: June 3, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer

Subject: Traffic Signal Agreements – Rochester Road, Barclay to Trinway
Project No. 02.206.5

History

The RCOC requires a City Council resolution approving the attached agreements, along with a copy of the signed agreements for their records. Rochester Road between Barclay and Trinway will be reconstructed into a boulevard. Two new traffic signals will be needed for the “Michigan Lefts,” to the north and south of Long Lake Road, and the existing traffic signal at Eckford will be removed.

Financial

The traffic signal work is included as part of the road project and, as such, is eligible for reimbursement with federal funds. Approximately 80% of the cost to remove, modernize, or install the traffic signals and associated work will be covered by federal funds. The city’s share, or 20%, is budgeted in the Capital Fund – Major Roads, account numbers 401.449.202.989.022065.

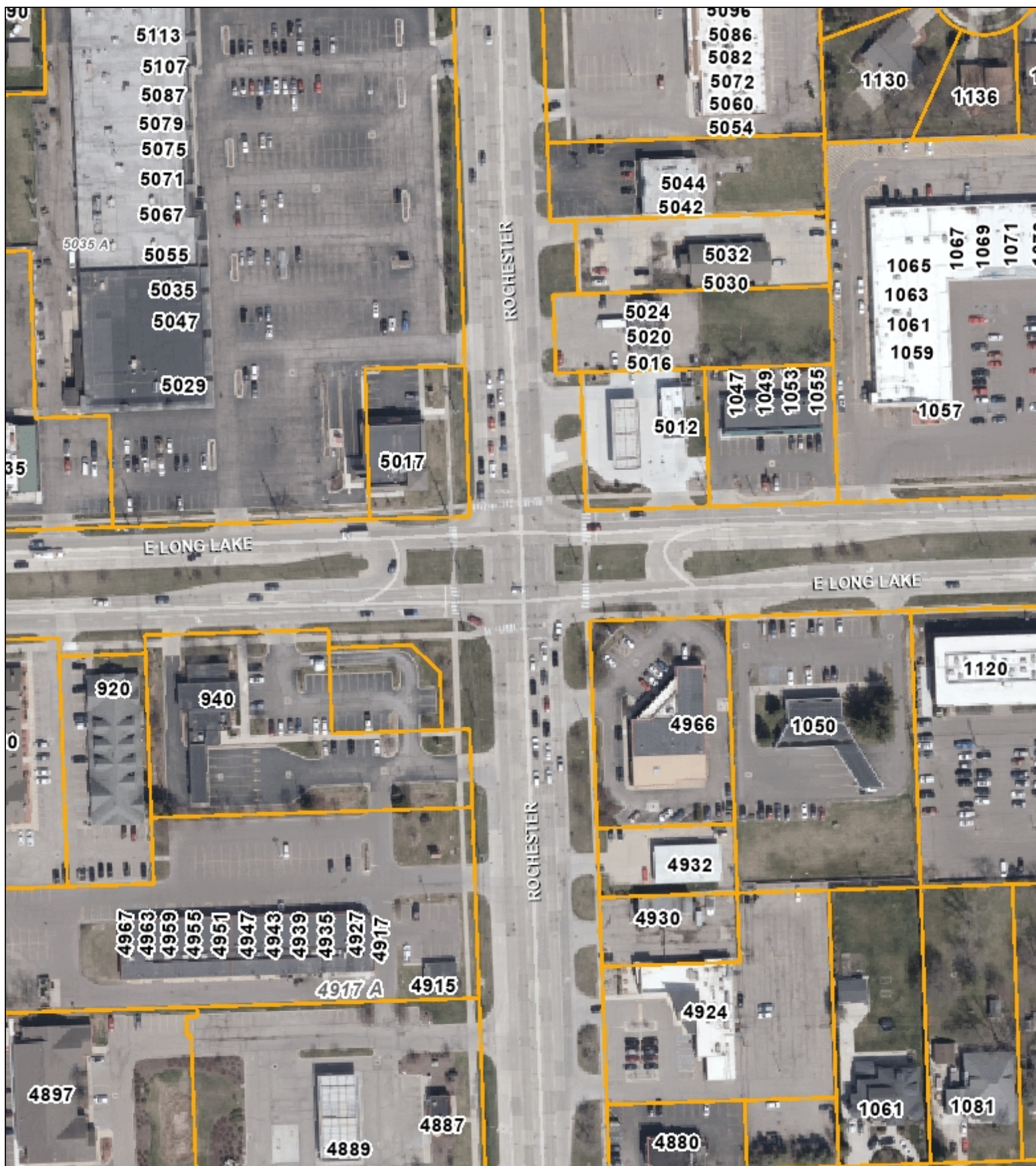
Rochester Road is a City road, so future maintenance costs are paid by the City. The average annual traffic signal operation and maintenance costs are approximately \$2,000 and are budgeted in the General Fund.

Recommendation

Staff recommends that the City Council approve the attached traffic signal agreements with the Road Commission for Oakland County (RCOC) for the removal, modernization, and installation of traffic signals as part of the Rochester, Barclay to Trinway project. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



Map Scale: 1in = 188 ft

Created: 6/3/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

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

Type of Work: Installation and Maintenance of a Traffic Signal

Location: Rochester Rd NB & x/o South of Long Lake Rd

Signal No: 1628

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 pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement ("Agreement"). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County ("RCOC"). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

| <u>AGENCY</u> | <u>INSTALLATION</u> | | <u>MAINTENANCE</u> |
|---------------|---------------------|----------------|--------------------|
| | Percent | Estimated Cost | Percent |
| CITY OF TROY | 100 % | \$ N/A | 100 % |
| Total | 100 % | \$ N/A | 100 % |

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("Billings") for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF TROY seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC's payment of the Billings shall be included as maintenance costs on the RCOC invoice to CITY OF TROY.

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

CITY OF TROY shall pay all RCOC invoices within 30 days of the date of the invoice, or CITY OF TROY shall be in default under this Agreement. If CITY OF TROY is in default under this Agreement, then RCOC may remove the traffic control device and/or file an action in the appropriate court seeking monetary damages as a result of the default, including but not limited to its attorney's fees and costs.

To the fullest extent permitted by law, CITY OF TROY shall indemnify and hold the RCOC, its respective officers, employees and agents harmless from all suits, claims, complaints, charges, judgments, causes of action and expenses, including attorney's fees, resulting or alleged to result, from any negligent acts or omissions by CITY OF TROY its employees and agents occurring in the performance of or breach in 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. CITY OF TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
**ROAD COMMISSION
FOR OAKLAND COUNTY**

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY

APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

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

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

Type of Work: Installation and Maintenance of a Traffic Signal

Location: Rochester Rd SB & x/o North of Long Lake Rd

Signal No: 1629

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 pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement ("Agreement"). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County ("RCOC"). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

| <u>AGENCY</u> | <u>INSTALLATION</u> | | <u>MAINTENANCE</u> |
|---------------|---------------------|----------------|--------------------|
| | Percent | Estimated Cost | Percent |
| CITY OF TROY | 100 % | \$ N/A | 100 % |
| Total | 100 % | \$ N/A | 100 % |

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("Billings") for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF TROY seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC's payment of the Billings shall be included as maintenance costs on the RCOC invoice to CITY OF TROY.

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

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APPROVED:
**ROAD COMMISSION
FOR OAKLAND COUNTY**

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY

APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

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