



500 West Big Beaver  
Troy, MI 48084  
troymi.gov



## CITY COUNCIL AGENDA ITEM

Date: June 4, 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: Agreement for Traffic Control Device – Transportation Alternative Program (TAP) for Troy's Non-Motorized Pathway Network – Pedestrian Hybrid Beacon (HAWK)

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### **History**

The RCOC requires a City Council resolution approving the attached agreement, along with a copy of the signed agreement for their records. A pedestrian crossing at Long Lake Road for Jaycee Park was part of a Transportation Alternatives Program (TAP) grant awarded to the City of Troy in June 2024.

### **Financial**

The HAWK work is included as part of the TAP projects and, as such, is eligible for reimbursement with federal funds. Approximately 80% of the cost to install the HAWK device and associated work will be covered by federal funds. The city's share, or 20%, is budgeted in the Capital Fund – Sidewalks account numbers 401.444.989.246025.

The HAWK is for the City's Jaycee Park, so future maintenance costs are the responsibility of the City. The average annual traffic device 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 control device agreement with the Road Commission for Oakland County (RCOC) for the installation of the HAWK as part of the TAP projects. 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.

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

**Type of Work: Installation and Maintenance of a Pedestrian Hybrid Beacon (HAWK)**

**Location: Long Lake Rd 50' west of Calvert Dr**

**Signal No: 1631**

**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 %	\$ PERMIT	100 %
Total	100 %	\$ PERMIT	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 or 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.

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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 \_\_\_\_\_

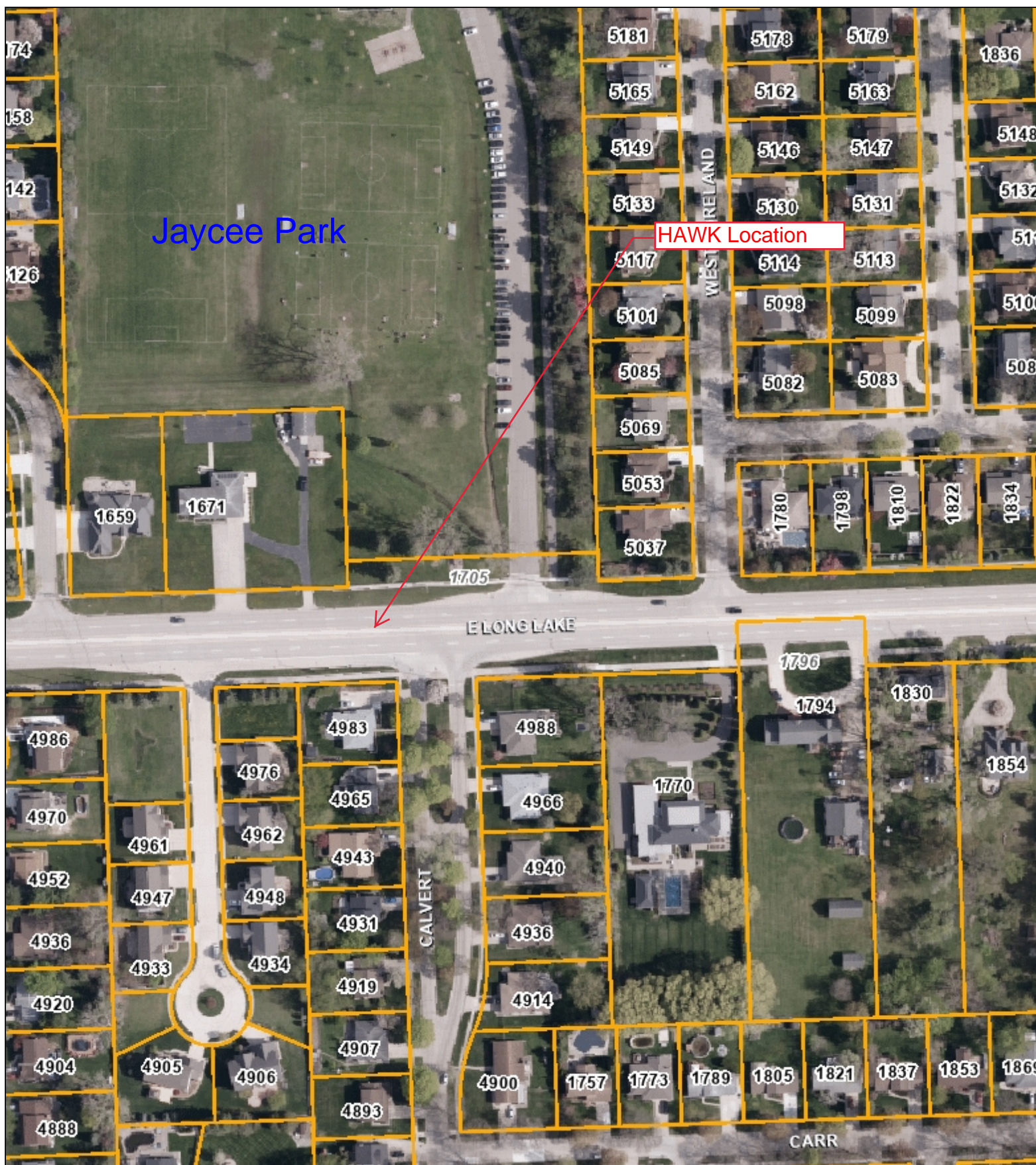
By \_\_\_\_\_

\_\_\_\_\_  
Title of Authorized Official

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





Map Scale: 1in = 216 ft

Created: 6/4/2025



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.