

# NORTHFIELD TOWNSHIP

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## MEMO

**To:** Northfield Township Board  
**From:** Howard Fink  
**Date:** 8/4/2016  
**Re:** Sidewalk Maintenance Agreement

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Dear Township Board,

Washtenaw County is installing the sidewalk on Main Street through our CDBG grant. They are asking for a maintenance agreement from the Township agreeing to pay for the electricity needed to run to crosswalk sign, and to maintain the sidewalks once they are in place.

Sincerely,



Howard Fink, Township Manager

**WASHTENAW COUNTY ROAD COMMISSION**

555 N. ZEEB ROAD  
ANN ARBOR, MICHIGAN 48103

**TRAFFIC CONTROL DEVICE AGREEMENT**

LOCATION: Main Street 2075 ft south of East Shore Drive AGREEMENT NO. 1

DEVICE TYPE(S): Crosswalk pavement markings, Rectangular  
Rapid Flashing Beacon (RRFB), and  
all signage for crossing EFFECTIVE DATE OF THIS AGREEMENT: \_\_\_\_\_

Under authority of state law and by virtue of resolutions formally adopted by their respective governing bodies, the undersigned hereby agree to participate in the cost of maintenance and operation of the traffic control device(s) at the location(s) listed above on the basis of the division of costs as shown below. Details of the location are as shown on the attached documentation.

**PARTICIPATION AGREEMENT**

Agency	<u>WASHTENAW COUNTY ROAD COMMISSION</u>	<u>0%</u>
Agency	<u>NORTHFIELD TOWNSHIP</u>	<u>100%</u>
Agency	_____	_____
Other	_____	_____

**BILLING AGREEMENT:** It is agreed that the **Washtenaw County Road Commission** shall bill the parties designated above on the participation agreement for their proportionate share of all costs relative to the maintenance and operation of the traffic control device(s) on the first billing cycle after the charges are incurred.

It is further agreed that the agency responsible for payment of energy billings and/or leased line interconnection billings included in the operation costs, shall be the **Washtenaw County Road Commission**.

It is further agreed that the agency responsible for performing maintenance by approved guidelines and policies, shall be the **Washtenaw County Road Commission**.

"In the event the traffic control device(s) referred to in this agreement is located on a road or street that is not under the jurisdiction of the **Washtenaw County Road Commission**, the authority having the jurisdiction over the road or street hereby agrees to save harmless, indemnify, represent, and defend the **Washtenaw County Road Commission** from any claims, demands, or suits arising out of or relating to the maintenance and operation of the traffic control device(s) which is the subject matter of this agreement."

It is further agreed that title to all equipment at the roads listed in this agreement shall remain with the agency having jurisdiction of the road in which the equipment is located.

This agreement is terminable on a unanimous decision between all parties.

Agency <u>WASHTENAW CO. ROAD COMM.</u> Signed By _____ Print Name _____ Title _____ Date _____	Agency <u>NORTHFIELD TOWNSHIP</u> Signed By _____ Print Name _____ Title _____ Date _____
Agency _____ Signed By _____ Print Name _____ Title _____ Date _____	Other _____ Signed By _____ Print Name _____ Title _____ Date _____