

MEMORANDUM OF UNDERSTANDING
Concerning Cooperative Intergovernmental Development
of an Access Management Plan

BACKGROUND INFORMATION

The attached Memorandum of Understanding is presented to implement the principles of access management included in the ***Access Management Guidebook*** published by the Michigan Department of Transportation (MDOT) in October 2001. It is premised on the recognition that many local land use decisions have an impact on abutting roads and that many MDOT, county, and local road improvement decisions have impacts on subsequent land use decisions. Since local governments have, for the most part, authority to make unilateral land use decisions outside the right-of-way of public roads under a variety of zoning, subdivision, land division, building, and related regulations, and since state, county, and local road authorities have, for the most part, unilateral authority to issue permits for driveway access across the right-of-way, and to make most road improvement decisions, the potential for local governments to make decisions that undermine the integrity of decisions by road authorities, or vice versa, is very great. The land use/transportation relationship can be mutually beneficial for state, county, and local governments, as well as for the private sector when decisions are coordinated. At the same time, this relationship can result in unnecessary problems and intergovernmental conflicts when the relationship is ignored. With demands for road improvements rising faster than available revenues and with land use changes creating the need for some road improvements, and undermining the integrity of others, the need for formal coordination between local governments and road authorities has never been greater. This Memorandum of Understanding provides a mechanism for all affected governmental entities to work together in partnership to achieve common objectives and better serve the citizens and businesses of Michigan.

**Rationale for
a Coordinated Approach to Preparing an
Access Management Plan**

Concern about worsening traffic congestion in the communities of Royal Oak, Clawson, Troy, Rochester Hills, and Rochester has led these communities to find ways to cooperate to effectively cope with this important aspect of quality of life for residents. The Rochester Road Corridor is an arterial highway that links these communities in their business, educational, social, and recreational activities. The Corridor is characterized by growing traffic congestion, increasing safety concerns, and continued commercial, industrial, residential, and office development of land adjacent to the Corridor. A majority of the congestion and crashes experienced along the Corridor can be attributed to traffic conflicts associated with the location of driveways. Increasing traffic volumes and development pressures threaten to worsen existing problems. A cooperative and coordinated approach to access management planning will harmonize new development and redevelopment without exacerbating existing problems.

Therefore, the communities of Royal Oak, Clawson, Troy, Rochester Hills, and Rochester, the Road Commission for Oakland County (RCOC), Oakland County Planning and Economic Development Services, the Michigan Department of Transportation (MDOT), and the Southeast Michigan Council of Governments (SEMCOG) propose to develop an Access Management Plan along the Corridor. This Plan will provide a cooperative and coordinated approach to ingress and egress to planned and existing development along the Corridor. As a result, it will improve motorist and non-motorist safety, preserve the carrying capacity of the roadway, protect public investment, and enhance the overall aesthetic character of the Corridor. The Plan will contain parcel specific recommendations for retrofitting existing access to development — establishing access standards and a coordinated site plan approval process and identifying opportunities and strategies to replace direct access points with rear service drives, cross-access between parking areas, or shared driveways. The planning effort will be guided by a Steering Committee that includes representatives from each community, as well as representatives from RCOC, Oakland County, MDOT, and SEMCOG.

Following adoption of the Plan, each jurisdiction will be formally asked to adopt the Plan as part of their community master plan and a zoning ordinance outlining specific access standards to ensure subsequent land use and driveway permit decisions are made consistent with the Plan.

The following Resolution and Memorandum of Understanding are offered in view of the need for a cooperative and coordinated effort on the part of local governments along the Corridor. The Memorandum of Understanding should be viewed as a community and road authority commitment to participation in near- and long-term planning for the Rochester Road Corridor.

RESOLUTION # _____

WHEREAS the governing body of _____ (*name of the city, village, township or county*) with offices located at _____ (*address of city, village or township hall, or county building*) recognizes the need for coordinated planning along the Rochester Road Corridor; and

WHEREAS the governing body of _____ (*name of the city, village, township or county*) recognizes the need to prepare and implement coordinated land use and access management standards along the Rochester Road Corridor in the interest of all parties; and

WHEREAS the governing body of _____ (*name of the city, village, township or county*) has reviewed the Memorandum of Understanding which is attached hereto and made part hereof and which is agreed to by all parties who have signed it at the end;

NOW, THEREFORE, BE IT RESOLVED that the governing body of _____ (*name of the city, village, township or county*) hereby adopts the said Memorandum of Understanding as a policy document and instructs the staff and affected Councils and Commissions of _____ (*name of the city, village, township or county*) to implement the provisions thereof.

Adopted this _____ day of _____, 2010.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into effective as of the _____ day of _____ 2010, by and among Royal Oak, Clawson, Troy, Rochester Hills, and Rochester (hereafter referred to as "Local Governments"); the Road Commission for Oakland County (hereafter referred to as "RCOC"); Oakland County Planning and Economic Development Services (hereafter referred to as "PEDS"); and the Michigan Department of Transportation (hereafter referred to as the "Department"), all of said parties being referred to collectively herein as the "Agencies."

Purpose

The purpose of this Memorandum of Understanding is for Local Governments and road authorities along the Rochester Road Corridor (hereafter referred to as the "Corridor") to voluntarily coordinate planning, land use, driveway permit, site plan review, and road improvement decisions. The Agencies recognize that planned orderly land development that is coordinated with road improvements results in less traffic congestion, safer operation, and a more efficient use of limited infrastructure resources. Equally important, cooperative planning will allow continued economic development by preserving and enhancing the safe and efficient movement of traffic.

Recitals

WHEREAS:

- A. Local Governments are authorized by planning, zoning, and land division enabling acts to regulate land use adjacent to public highways within their jurisdictions; and
- B. RCOC and the Department are authorized under various state laws to provide for and maintain a road and highway system in Michigan and under PA 200 of 1969, as amended, to regulate access to the road and highway system; and
- C. The coordinated regulation of vehicular access to public highways is necessary to maintain the efficient and smooth flow of traffic, to reduce the potential for traffic crashes, to protect the functional level of roadways, to optimize traffic capacity, and to protect public health, safety and general welfare; and
- D. The Agencies desire to provide for the coordinated planning, regulation, and improvement of vehicular access between the road and abutting land for the section of the Corridor between North Main Street in Royal Oak and Mead Road in Rochester Hills, which is within the jurisdiction of the Agencies; and

NOW THEREFORE, the Agencies agree to voluntarily participate in a comprehensive, cooperative, and continuing planning process to prepare, adopt, and implement a comprehensive and mutually acceptable Access Management

Plan for the Corridor (hereafter referred to as the “Plan”) for the purposes above recited and as further detailed as follows:

1. A Corridor Steering Committee is established and all Agencies agree to appoint members who will diligently participate as members of the Committee. The Committee shall include one member appointed by the governing body of each community along the Corridor. The remaining members will consist of two members from the Department, and one member each from RCOC, PEDS, and SEMCOG.
2. The Corridor Steering Committee shall direct the development of a conceptual Plan following the guidelines established in the Access Management Guidebook published by the Department in October 2001. The conceptual Plan shall be presented to the Steering Committee for review, comment, and consensus. The conceptual Plan shall be refined to reflect comments received and to include an overlay land use plan, recommended zoning ordinance language, and an interagency site plan review process. The refined Plan shall be provided to the governing body of each Local Government, RCOC, PEDS, and the Department office(s) involved in its preparation, and formally presented to each community’s Planning Commission for review. The final Plan shall be presented to the governing body of each Local Government, RCOC, PEDS, and the Department office(s) involved in its preparation.
3. The Agencies agree that they will cooperate in the implementation of the Plan, including the overlay land use plan, recommended zoning ordinance language, and interagency site plan review process.
4. The Agencies agree that, insofar as authorized by law and local ordinance, they will cooperate in review of specific applications for a development or driveway permit that coordinates the decision so there is assurance the standards and requirements of all applicable Agencies are met prior to permit issuance by any one entity, including methods for conditioning approval of one permit upon receipt of a permit from another entity. It is further agreed that this will most commonly be achieved by a meeting of the Corridor Steering Committee called at the request of a local member of government to review and comment on any proposed rezonings, new Planned Unit Developments, or site plans for developments which may measurably affect the Corridor — unless a different procedure is established in the Plan.
5. The Agencies agree that insofar as authorized by law and local ordinance, vehicular access to the Corridor shall be permitted by the Agency (or Agencies) having jurisdiction only when such access is in compliance with the Plan for the Corridor, with PA 200 of 1969 as amended, and any administrative rules or guidelines established to implement Act 200, with adopted local access management regulations, and with this Agreement.

6. Accesses which were in existence in compliance with Act 200 of 1969 as amended prior to the effective date of this Memorandum of Understanding may continue in existence until such time as a change in the access is required by Act 200, or by pertinent regulations of Local Governments. When closure, modification, or relocation of access is required, the Agency (or Agencies) having jurisdiction shall utilize appropriate legal processes to effect such action.
7. Actions taken by any Agency with regard to transportation planning and traffic operations within the Corridor covered by this Agreement shall be in conformity with this Memorandum of Understanding. Design waivers may be approved if agreed upon by the Agencies to this Agreement according to the procedures established in the Plan.
8. Parcels of real property which adjoin the Corridor and were created after the effective date of the Plan created under this Agreement shall not be provided with direct access to the Corridor unless the location, use, and design thereof conform with the Plan prepared under this Agreement, and all applicable laws and regulations.
9. This Agreement is based upon and is intended to be consistent with Act 200 of 1969, as amended, and all administrative rules and guidelines established pursuant to it, as now or hereafter constituted. An amendment to either Act 200 or its administrative rules which becomes effective after the effective date of this Agreement and which conflicts irreconcilably with an express provision of this Agreement shall, to that extent, supersede the conflicting provision.
10. This Agreement does not create any current financial obligation for any Agency. Any future financial obligation of any Agency shall be subject to the execution of an appropriate encumbrance document, where required. This Agreement does not require any signatory to forego the exercise of any of its legal authority, powers, or obligations.
11. This Agreement is intended to facilitate cooperation in the exercise of the relevant powers of the signatories for their mutual benefit, but is not intended to deny any signatory of its ultimate legal authority to independently administer and enforce its laws, rules, and ordinances.
12. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
13. A signatory may withdraw from this Agreement following 30 days written notice to all other signatories of an intention to withdraw.

The undersigned Agencies, which are signatories to this Memorandum of Understanding, jointly and mutually agree to its terms and conditions.

City of Royal Oak

(name of person attesting)

Mayor

(Position: usually Clerk)

City of Clawson

(name of person attesting)

Mayor

(Position: usually Clerk)

City of Troy

(name of person attesting)

Mayor

(Position: usually Clerk)

City of Rochester Hills

(name of person attesting)

Mayor

(Position: usually Clerk)

City of Rochester

(name of person attesting)

Mayor

(Position: usually Clerk)

Concur:
Michigan Department of Transportation,
Metro Region

Director

Concur:
Road Commission for Oakland County

Director

Concur:
Oakland County Planning and Economic
Development Services

Director

Concur:
SEMCOG, the Southeast Michigan Council of
Governments

Director