

**CITY of NOVI CITY COUNCIL**

**Agenda Item <sup>K</sup>  
September 22, 2008**

**SUBJECT: Approval of Decorative Street Sign Agreement as requested by the Cheltenham Estates Homeowners' Association.**

**SUBMITTING DEPARTMENT: DPW**

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	N/A
<b>AMOUNT BUDGETED</b>	N/A
<b>APPROPRIATION REQUIRED</b>	N/A
<b>LINE ITEM NUMBER</b>	N/A

**BACKGROUND INFORMATION:**

The Cheltenham Homeowners' Association is seeking City Council approval to install decorative street name signs throughout the subdivision. The Association President has submitted an executed copy of the City of Novi Street Name Sign Agreement and a picture of the proposed sign and pole. The proposed signs meet the City's Decorative Sign Ordinance and complies with the standards in the Michigan Manual of Uniform Traffic Control Devices.

The Agreement includes the following provisions:

- The Association will bear the cost of signs placed in the right-of-way, of all maintenance and repairs, and sign replacement as necessary.
- The Association will immediately repair, replace, or re-erect any sign that is damaged. The City may, at any time, place a temporary standard traffic sign until the Association has acted to repair the sign.
- If the Association fails to repair a sign within 14 days, the City may replace any or all signs in the subdivision with standard signs, and the right to place other signs as provided in this Agreement shall be lost.
- The Association is not entitled to any compensation, damages, or claims against the City for any costs associated with the signs. If the signs by the Association are taken down and replaced by standards signs, the City will not be responsible for any cost, payment or other obligation.

**RECOMMENDED ACTION: Approval of Decorative Street Sign Agreement as requested by the Cheltenham Estates Homeowners' Association.**

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

## STREET NAME SIGN AGREEMENT

Made this 2 day of SEPTEMBER, 2008, by and between the City of Novi, a Michigan municipal corporation, whose principal offices are located at 45175 West Ten Mile Road, Novi, Michigan 48375 ("City"), and the CHELTENHAM ESTATES Homeowners Association, a Michigan non-profit corporation, the address of which is 47599 ABERDEEN DR. ("Association").

WHEREAS, the Association desires to construct, pay for, and maintain street name signs and supports within the CHHOA Subdivision so that the signs will be more aesthetically pleasing and compatible with the subdivision than standard street name signs.

WHEREAS, Section 31-55 of the Novi Code of Ordinances allows the placement of street signs within a subdivision by a subdivision association so long as the Association placing them agrees to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree:

1. The Association shall submit its proposed plans and specifications to the City of Novi Department of Public Works for approval before any signs are placed in any public right-of-way. Only approved signs shall actually be placed and maintained in the right-of-way.
2. Any signs placed in the right-of-way pursuant to this Agreement shall be of the height, size, and design specified by the most recent edition of the Michigan Manual of Uniform Traffic Control Devices, as amended. All signs and their supports shall conform to the applicable City, State, and Federal standards in respect to safety,

including location. With the consent of the Department of Public Works, the signs may deviate from standards unrelated to safety.

3. The Association shall bear the cost of any signs placed in the right-of-way under this Agreement. Once signs are placed, they shall be maintained, repaired, and replaced as necessary, at the sole cost of the Association.

4. The Association shall immediately repair, replace, or re-erect any sign that is damaged, knocked down, or destroyed. The City may at any time place a temporary standard traffic sign until the Association has acted to repair, replace, or re-erect the sign. The Association shall return any temporary sign to the City.

5. If upon receiving notice to repair or replace a traffic sign erected pursuant to this Agreement, the Association fails to do so for a period of fourteen (14) days, the City may replace any or all of the signs in the subdivision with standard signs, and the right to place other signs as provided herein shall be lost.

6. This Agreement grants the Association a privilege and does not confer any rights upon the Association nor shall anything in this Agreement be construed to create any right to compensation, damages, or claims against the City for any cost associated with such signs. If the street name signs erected by the Association are taken down and replaced by standard signs as provided herein, the City shall have no responsibility as far as any cost, payment, or other obligation whatsoever.

7. The parties may at any time agree to terminate this Agreement, or the City, upon thirty (30) days written notice, may terminate the Agreement for any reason at its sole discretion, and the City shall have no responsibility to the Association other

than to return the signs to the Association. Within thirty (30) days of receiving a bill, the Association shall pay to the City any costs of replacing the signs with standard signs.

8. Upon approval by the City and completion of the installation of the signs, the Association agrees to save harmless, indemnify, represent, and defend the City from any and all claims for bodily injury or property damage or any other claim relating to or arising out of the design, placement or existence of signs within the public right-of-way, except for claims arising out of the sole negligence of the City, its employees and agents.

9. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

WITNESSES:

CITY OF NOVI

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DAVID LANDRY - MAYOR

\_\_\_\_\_  
MARYANNE CORNELIUS - CITY CLERK

STATE OF MICHIGAN )  
                                  )ss  
COUNTY OF OAKLAND)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public, personally appeared David Landry and Maryanne Cornelius, respectively the Mayor and City Clerk of the City of Novi, Oakland County, Michigan, a Michigan municipal corporation, who after being first duly sworn, acknowledged the foregoing Agreement and executed same on behalf of the City.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES:

CEHOA SUBDIVISION  
HOMEOWNER'S ASSOCIATION

Natalie Laitinen  
Natalie Laitinen

[Signature]  
BY: [Signature]  
ITS: PRESIDENT

Debra Blashfield  
Debra Blashfield  
STATE OF MICHIGAN )  
  )ss  
COUNTY OF OAKLAND)

On this 2<sup>ND</sup> day of September, 2008, before me, a Notary Public, personally appeared Timothy Gilberg as the President of the CEHOA Homeowners Association, a Michigan non-profit corporation, who after being first duly sworn, acknowledged the foregoing Agreement to be the free act and deed of said corporation and further represents that he was authorized to execute the same on behalf of the corporation and that such execution was in the ordinary course of carrying out the corporation business.

NATALIE LAITINEN  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 14, 2012  
ACTING IN COUNTY OF Oakland

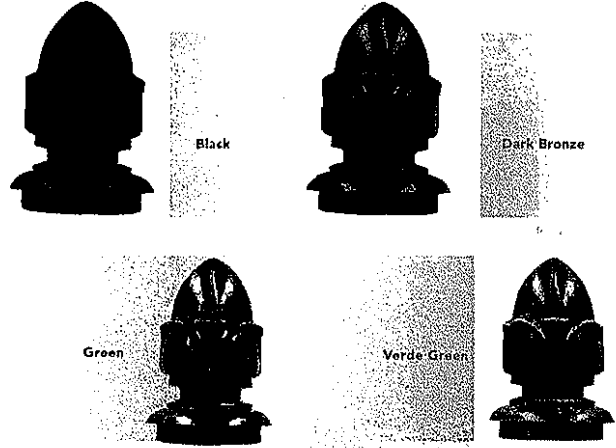
Natalie Laitinen  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 12-14-12



*You build the neighborhood...  
we add the finishing touch!*

Coordinate your next project with our large selection of streetscape solutions. Let our expert sales associates help you create a project that is unique. Powder coat **Black** is our standard finish, but you may also select from powder coat **Dark Bronze** and **Dark Green** for a slightly higher price. You may also select a **Verde Green** finish which is a hand painted coat applied to our standard **Black** finish. Over time, the **Verde Green** will fade as part of the natural weathering process. Custom color matching is also available. Call us today or go online at [www.brandonindustries.com](http://www.brandonindustries.com) and see all the great products we offer.

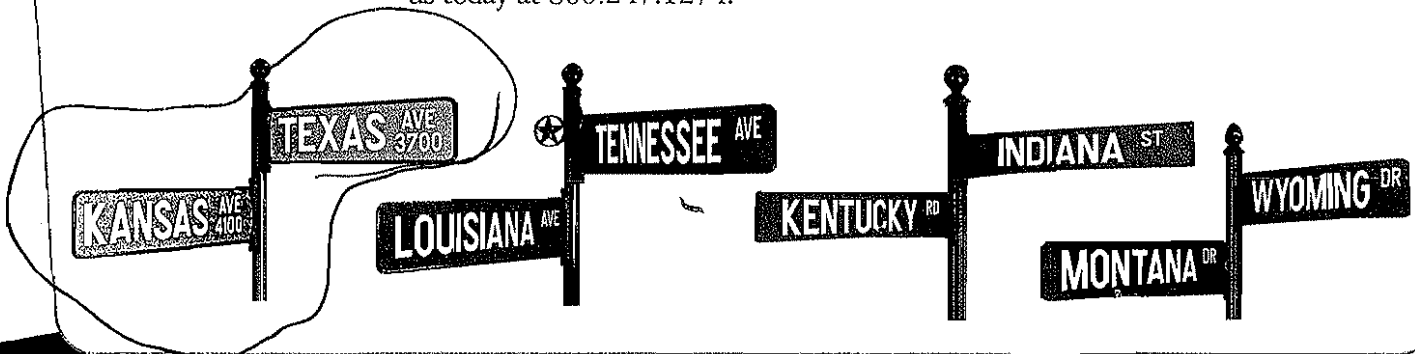
...create curb appeal



## ...mix and match

- Choose from...
- 2<sup>3</sup>/<sub>8</sub>" Poles,
- 3" Poles or 4" Poles
- 6 Styles of bases
- Multiple Tops
- Various Colors

It's up to you. At Brandon Industries, we manufacture a number of different poles, brackets, bases and finials which can be used to build a wide assortment of signage styles. When selecting the type of signage you desire, consider the effect. Do you want to go traditional or more ornate? Always consider all the parts that will be used to complete your signage (bracket, base, finial). Be sure to contact your municipal authorities for local requirements, including layout, color and vinyl type. If assistance is needed, our sales staff is ready to help. Call us today at 800.247.1274.



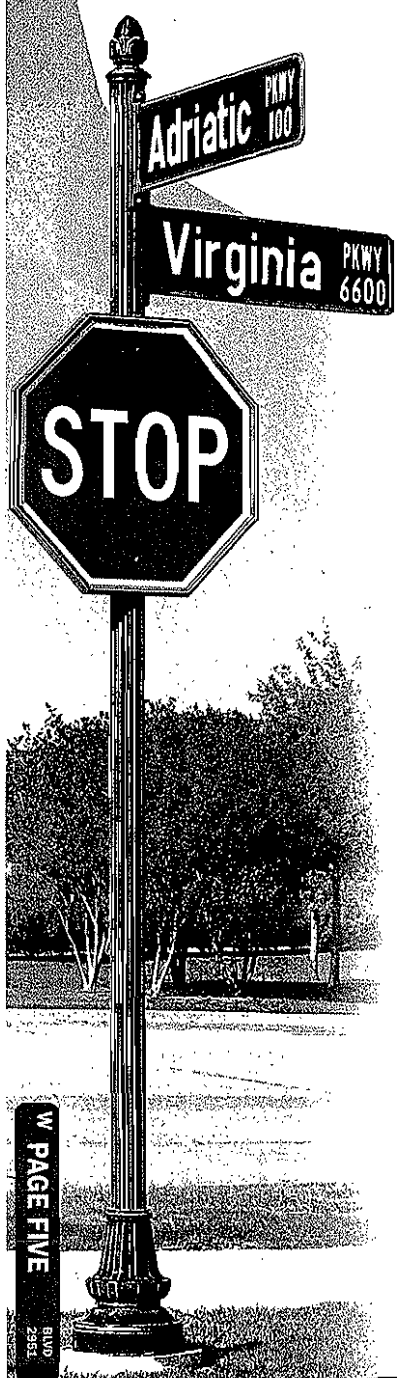
US MAIL ATTN SALES  
Brandon Industries, Inc.  
PO Box 2230 • McKinney TX 75070

EASY WAYS TO PAY  
Credit Card - Check  
Please do not send cash.

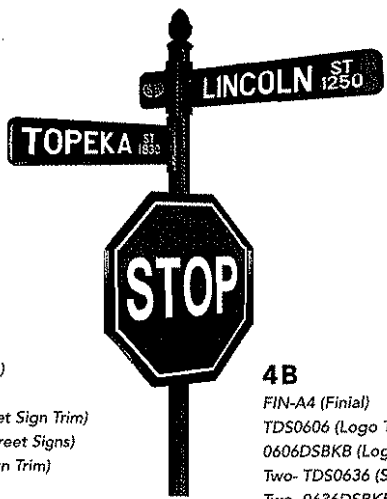
SHIPPING INFO  
MOTOR FREIGHT - Average delivery time is within 2 weeks. Most orders ship via freight truck. We work to get the best rate possible. Shipping charges are FOB McKinney, Texas.

**4 INCH**  
SAMPLES

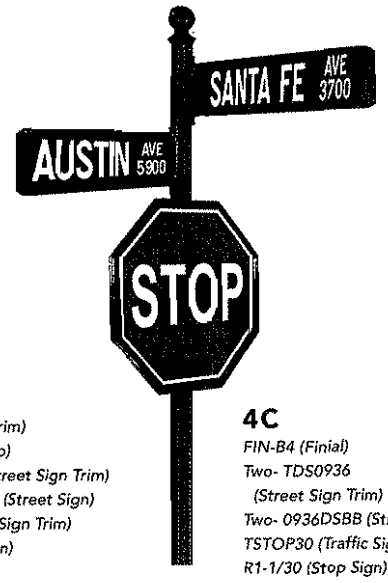
...poles, bases & finials



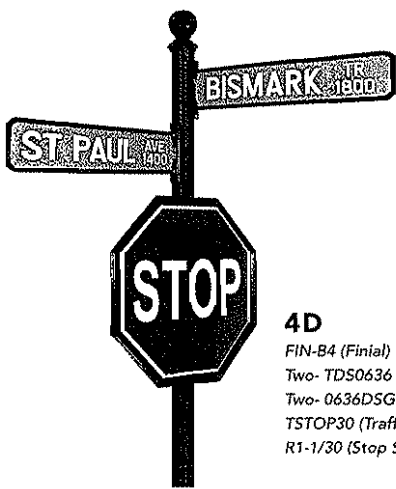
**4A**  
FIN-CS4 (Finial)  
TDS0909 (Logo Trim)  
0909DSWB (Logo)  
Two- TDS0936 (Street Sign Trim)  
Two- 0936DSWB (Street Signs)  
TSTOP30 (Traffic Sign Trim)  
R1-1/30 (Stop Sign)



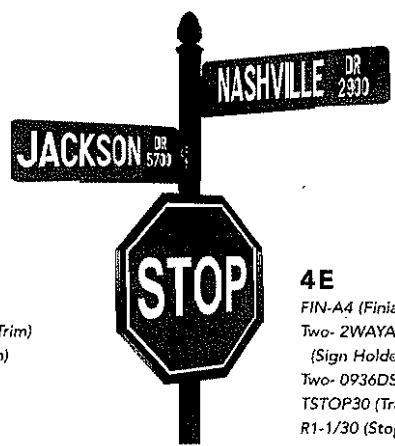
**4B**  
FIN-A4 (Finial)  
TDS0606 (Logo Trim)  
0606DSBKB (Logo)  
Two- TDS0636 (Street Sign Trim)  
Two- 0636DSBKB (Street Sign)  
TSTOP30 (Traffic Sign Trim)  
R1-1/30 (Stop Sign)



**4C**  
FIN-B4 (Finial)  
Two- TDS0936 (Street Sign Trim)  
Two- 0936DSBB (Street Sign)  
TSTOP30 (Traffic Sign Trim)  
R1-1/30 (Stop Sign)

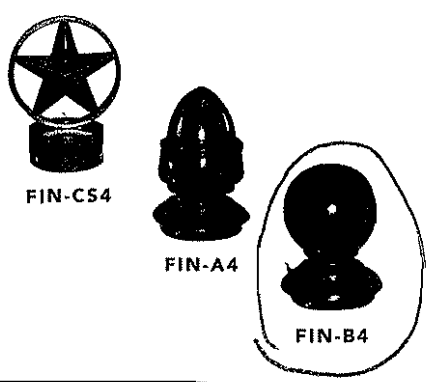


**4D**  
FIN-B4 (Finial)  
Two- TDS0636 (Street Sign Trim)  
Two- 0636DSGB (Street Sign)  
TSTOP30 (Traffic Sign Trim)  
R1-1/30 (Stop Sign)

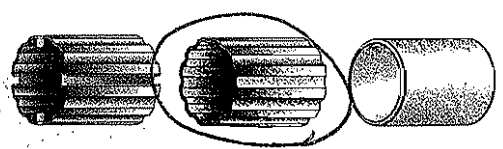


**4E**  
FIN-A4 (Finial)  
Two- 2WAYARM24 (Sign Holder)  
Two- 0936DSRB (Street Sign)  
TSTOP30 (Traffic Sign Trim)  
R1-1/30 (Stop Sign)

finials



poles



	Channel (PATENT PENDING)	Fluted	Smooth
Length	PART #	PART #	PART #
8' 8"	CP4X8	SP4X8	SP54X8
10' 8"	CP4X10	SP4X10	SPS4X10
12' 8"	CP4X12	SP4X12	SP54X12
14' 0"	CP4X14	SP4X14	SPS4X14

W PAGE FIVE  
BLIND 2951

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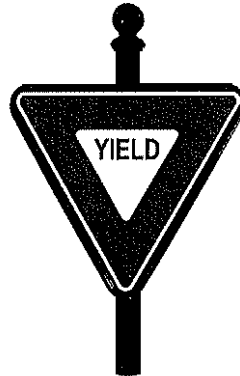
**4F**  
FIN-A4 (Finial)  
TS2430 (Traffic Sign Trim)  
R2-1-30/24 (Traffic Sign)



**4G**  
FIN-A4 (Finial)  
TS3030S (Traffic Sign Trim)  
R5-1/30 (Traffic Sign)



**4H**  
FIN-A4 (Finial)  
TS1824 (Traffic Sign Trim)  
R4-7/18 (Traffic Sign)



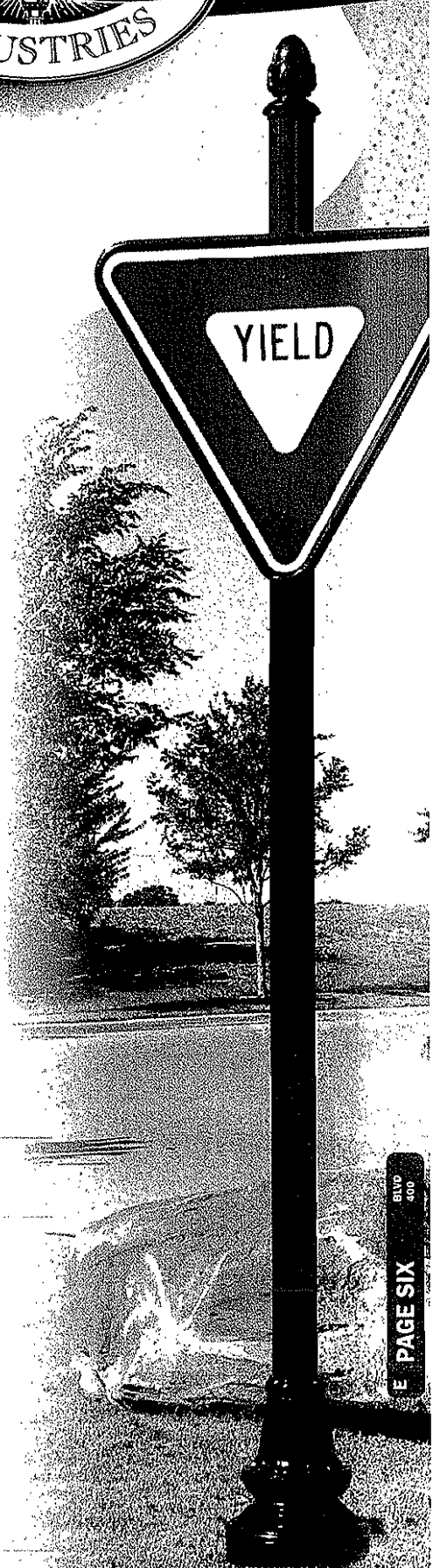
**4I**  
FIN-B4 (Finial)  
TYIELD36 (Traffic Sign Trim)  
R1-2/36 (Traffic Sign)



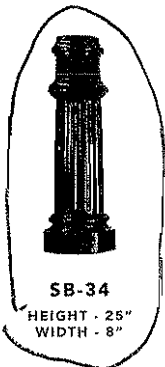
**4J**  
FIN-A4 (Finial)  
TSTOP30  
(Stop Sign Trim)  
R1-1/30 (Stop Sign)  
TS1206 (4 Way Trim)  
R1-3 (4 Way Sign)



**4K**  
FIN-B4 (Finial)  
TS3030D (Traffic Sign Trim)  
W11A-2/30 (Traffic Sign)



bases



**SB-34**  
HEIGHT - 25"  
WIDTH - 8"



**2PC4**  
HEIGHT - 24"  
WIDTH - 10"



**SB-64**  
HEIGHT - 18"  
WIDTH - 13"



**2PC8**  
HEIGHT - 16"  
WIDTH - 13"



**SB-94**  
HEIGHT - 16"  
WIDTH - 13"



**SB-24**  
HEIGHT - 3.5"  
WIDTH - 7.5"

SAVD 400  
E PAGE SIX



# PROPOSAL

Proposal# 3041  
 DATE 8/28/08

CHELTENHAM ESTATES  
 C/O TIM GILBERG  
 NOVI, MI

## Commercial Sign Co., Inc.

31126 W. Eight Mile Road  
 Farmington Hills, MI 48336-5201  
 248-427-0841 Main Office Phone  
 248-478-7390 Main Office Fax  
 248-496-4990 Bob Horn's Cell  
 248-685-9738 Accounting Phone - Diane Horn  
 248-684-2339 Accounting Fax - Diane Horn  
 commercialsignco@aol.com

PLEASE MAIL PAYMENT DIRECTLY TO MY  
 ACCOUNTING OFFICE:  
 Attn: Robert L. Horn  
 Commercial Sign Co., Inc.  
 2797 Wildemere Drive  
 Milford, MI 48380-3569

ACCT NAME Cheltenham Estates

Customer Phone		Customer Fax	
QTY	DESCRIPTION	RATE	TOTAL
Job: Cheltenham Estates - Purchase and Installation of 4 Street Signs and 1 Stop Sign			
5	SP4X12 Fluted Post	174.00	870.00
5	SB34 Base that matches your mailboxes	115.00	575.00
5	FINB4 Finial	35.00	175.00
8	TDSO636 Sign Trim (2 per street sign)	85.00	680.00
8	.080 Alum Street Signs 6 x 36 reflective vinyl (2 per street sign)	59.80	478.40
1	Stop Sign	39.50	39.50
1	30" Stop Sign Backing Plate	181.00	181.00
5	Installation in cement	150.00	750.00
5	**Shipping	60.00	300.00
<p>TERMS:                      20% deposit is required to start                      Balance due upon satisfactory completion and receipt of our Invoice</p> <p>**Shipping to be adjusted based upon final quote from Brandon</p>			
<b>TOTAL THIS PROPOSAL</b>			<b>\$4048.90</b>