

CITY of NOVI CITY COUNCIL

**Agenda Item G
August 22, 2011**

SUBJECT: Approval of Decorative Street Name Sign Support Agreement as requested by Meadowbrook Glens Homeowners Association for the installation of decorative sign supports within the public right-of-way.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC*

CITY MANAGER APPROVAL: *[Signature]* *[Signature]*

BACKGROUND INFORMATION:

Representatives of Meadowbrook Glens Homeowners Association have contacted Engineering staff and applied for a right-of-way permit to place decorative street sign supports in three locations within Meadowbrook Glens: Ten Mile Road at Hampton Hill Road, Ten Mile Road at Kingspointe Drive, and Cherry Hill Road at Kingspointe Drive. Street name signs will be placed on all three decorative street sign supports along with Keep Right signs at the Ten Mile intersections.

Staff has worked with the City Attorney to prepare a revised agreement template containing new language ensuring that the signs meet not only the requirements for the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), but also current City standards and the federal retroreflectivity standards. The new agreement also includes new provisions regarding changes in the statute, ordinance, standards, or general requirements for signs covered by the agreement requiring the Association to bring the signs up to the new standards upon notification by the City. The revisions to the template agreement will protect the City should the sign requirements change in the future.

The new Decorative Street Name Sign Agreement template has been executed by the Association. Staff has reviewed and approved the proposed signs and supports.

RECOMMENDED ACTION: Approval of Decorative Street Name Sign Support Agreement as requested by Meadowbrook Glens Homeowners Association for the installation of decorative sign supports within the public right-of-way.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

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

DECORATIVE STREET NAME SIGN SUPPORT AGREEMENT

Made this ____ day of _____, 20____, 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 Meadowbrook Glens Homeowners Association, a Michigan non-profit corporation, the address of which is 24610 Highlands Drive, Novi, MI 48375 ("Association").

WHEREAS, the Association desires to construct, pay for, and maintain decorative street name sign supports within the Meadowbrook Glens Subdivision so the sign supports will be more aesthetically pleasing and compatible with the subdivision than standard street sign posts.

WHEREAS, Section 31-55 of the Novi Code of Ordinances allows the placement of decorative street sign supports 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 obtain a right-of-way permit to install, maintain, or replace decorative street sign supports within the right-of-way. The application shall be provided to the City for review and approval. Any signs placed within the right-of-way pursuant to this Agreement shall be of the height, size, and design specified by City Ordinance and 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 with respect to safety, including, but not limited to, location, text, font, color, retroreflectivity, and size. Only approved signs and

sign supports shall actually be placed and maintained by the Association within the right-of-way. All signs and sign supports installed under this agreement shall be inspected by the City following installation.

2. The Association shall bear the cost of any decorative sign supports placed in the right-of-way under this Agreement. Once the signs and supports are placed, they shall be maintained, repaired, and replaced as necessary, or when directed to do so by the City, at the sole cost of the Association.

3. The Association shall immediately repair, replace, or re-erect any sign that is damaged, knocked down, or destroyed at their own cost. The City may, at any time and at the sole cost of the Association, place a standard traffic sign until the Association has acted to repair, replace, or re-erect the sign when it is determined by the traffic engineer that the temporary sign is required for safety.

4. 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.

5. If there is a change in the statute, ordinance, standards, or general requirements for signs and sign supports covered by this Agreement requiring a change in the installation, the Association shall, upon written notice by the City, replace the decorative signs and sign supports to meet the new requirements. Failure to do replace signs and sign supports that deemed as non-conforming by the City within the period specified in the notice will result in termination of this agreement and cause the City to install the signs and sign supports to meet the new requirements.

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 and supports 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. In the event the Association (or its successors and assigns) fails or refuses to pay the cost of replacing the signs in accordance with this Agreement, the cost of the signs shall be assessed proportionately to each lot or unit within Meadowbrook Glens Subdivision. If any such assessment is not paid within thirty (30) days of a billing by the City the assessment shall be deemed to be delinquent and shall become and constitute a lien upon each such lot or unit. Such lien may be recorded with the Oakland County Register of Deeds. From the date of delinquency of any such assessment, interest at the highest lawful rate per annum shall be added to the delinquent balance.

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 negligent or tortious acts or omissions in design, placement or

existence of signs within the public right-of-way by the Association, or its agents, or employees,.

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

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this ____ day of _____, 20____, 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:

Deborah S. Aubry

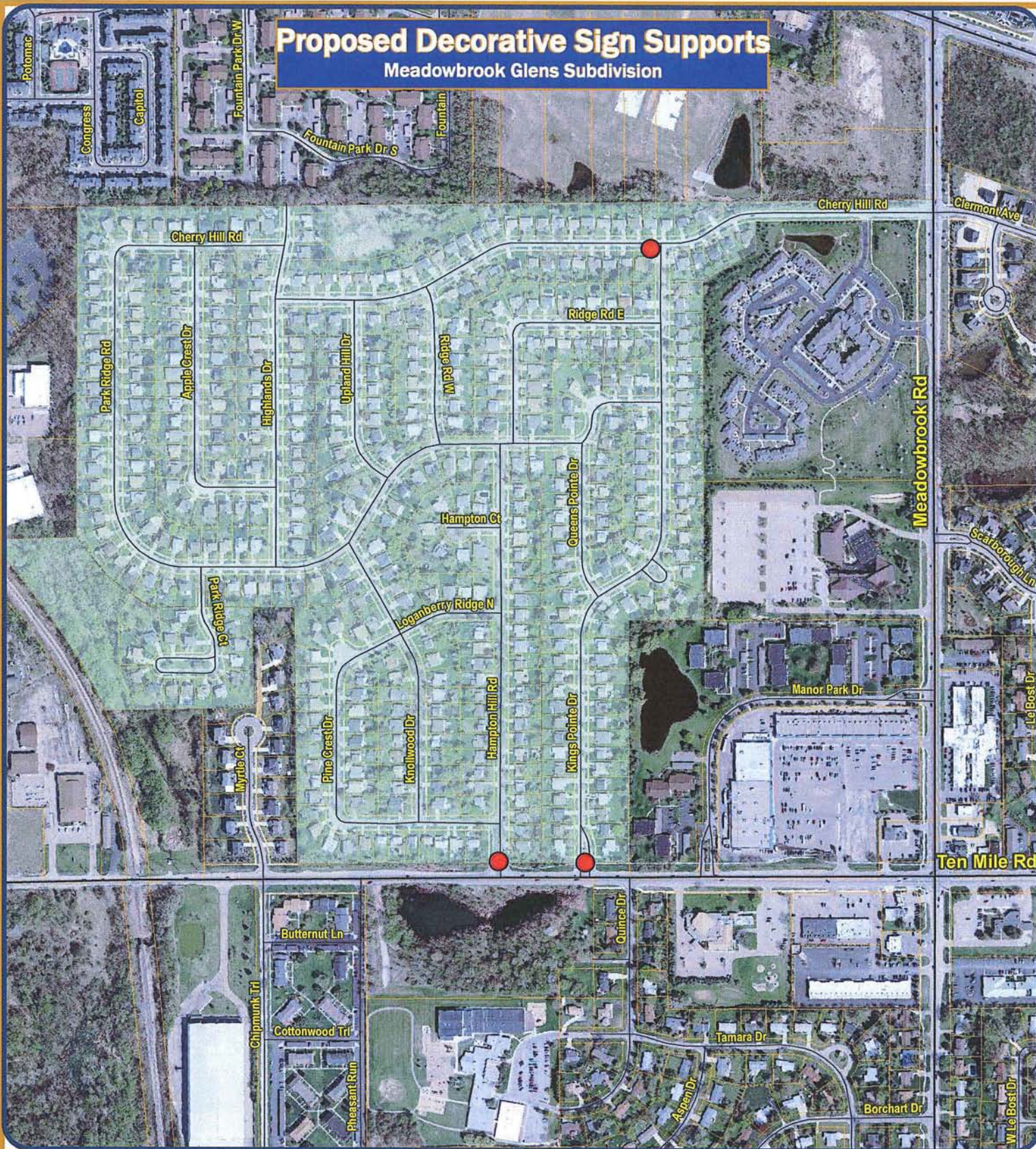
Deborah S. Aubry

MEADOWBROOK GLENS
HOMEOWNER'S ASSOCIATION
Steve Johnson

BY:
ITS: PRESIDENT

Proposed Decorative Sign Supports

Meadowbrook Glens Subdivision



Map Author: Brian Coburn
 Date: 8/12/11
 Project:
 Version #: 1

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.

Map Legend

- Proposed Decorative Sign Support Locations
- Meadowbrook Glens Subdivision



City of Novi

Engineering Division
 Department of Public Services
 26300 Delwal Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 509 feet

Proposed Decorative Sign Post in Meadowbrook Glens

