



CITY of NOVI CITY COUNCIL

**Agenda Item 5
August 13, 2012**

SUBJECT: Approval of Second Amendment to Consent Judgment in *Adams v City of Novi*, Case No. 12-124813-CZ, relating to billboards along I-96.

SUBMITTING DEPARTMENT:

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Attached is a proposed Amendment to Consent Judgment in the *Adams v City of Novi* matter. The case was originally filed in 1998 and settled by allowing Adams to install an additional sign along the I-96 corridor. The Judgment has been amended once previously.

The proposed Second Amendment to Consent Judgment would allow Adams to increase the height of one of its signs by 20 feet. The sign would be converted to digital on the east bound side, with a static sign on the west bound side. In exchange, Adams would remove one of its other sign structures completely and would convey its easement for the removed sign to the City.

RECOMMENDED ACTION: Approve entry into Second Amended Consent Judgment in *Adams v City of Novi*, Case No. 12-124813-CZ.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

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

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ADAMS OUTDOOR ADVERTISING, L.P.,
a Minnesota limited partnership,

Plaintiff

CASE NO: 2012-124813-CZ

vs.

HONORABLE: Colleen O'Brien

CITY OF NOVI, a Michigan
municipal corporation,

Defendant.

Richard J. Zecchino (P68088)
Francis J. O'Donnell (P48126)
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SECOND AMENDMENT TO CONSENT JUDGMENT
OF MAY 14, 2003

At a session of said Court, held in the
Courthouse Tower, City of Pontiac, County of
Oakland, and State of Michigan
on _____

PRESENT: HON. _____

1. Plaintiff Adams Outdoor Advertising, L.P. (“Adams”) and Defendant City of Novi (“City”), in connection with Case No. 98-008771-CZ, previously entered into a Consent Judgment on May 14, 2003 (“Consent Judgment”) and a First Amendment to Consent Judgment of May 14, 2003 on March 25, 2009 (“First Amendment”). A copy of the Consent Judgment and the First Amendment are attached to this document as Exhibits 1 and 2, respectively.

2. A dispute has arisen regarding the parties’ respective rights and obligations under the Consent Judgment and/or the First Amendment.

3. The parties have agreed to resolve their dispute in this litigation with a further amendment to the Consent Judgment and the First Amendment as described below. The Court agrees to the entry of this Second Amendment to Consent Judgment of May 14, 2003 (“Second Amendment”) after being fully informed of its purpose and intent, which such amendment shall constitute a full and complete resolution of this litigation as well.

IT IS HEREBY ORDERED AND ADJUDGED that:

4. With respect to Adams’ existing billboard at 26959 Taft Road (the “Sign”), Adams is authorized to: (a) submit an application for a sign permit and building permit to raise the Sign up to twenty feet (20’), including, if required, replacement of the support pole; and (b) convert the Sign from a tri-vision sign to a sign that is digital on the east-bound traffic side and a single face static sign on the west-bound traffic side. All other aspects of the sign, including its dimensions, shall remain unchanged. Upon review of the permit applications for completeness and payment of the standard fees therefore, as well as compliance with technical building codes (*e.g.*, building and electrical codes), and review of the lighting proposed for the static sign complies with the City’s sign ordinance (to the extent not preempted by any provisions of state law), the City will issue the permits allowing Adams to rebuild the Sign consistent with (a) and (b) above. In addition, the City covenants and warrants that it will not, in the future, require the

removal of the Sign based upon any allegation that the Sign as rebuilt and modified (provided such rebuilding and modifications are consistent with the above) violates any height, size, lighting, or digital provisions of the City's Code of Ordinances, including the Zoning Ordinance.

5. Once the permit applications contemplated in Paragraph 4 are received by the City, the City agrees to review the same promptly for completeness, payment, and compliance with technical building codes (*e.g.*, building and electrical codes), and provided they are complete, paid in full, and in compliance, to approve the permit applications without undue delay.

6. With respect to Adams' existing billboard located on the north side of I-96 near Taft Road (the "I-96 North Sign"), Adams shall permanently remove the I-96 North Sign and its supporting structure within thirty (30) days of receiving approved permits from the City regarding the Sign.

7. Adams currently owns a permanent easement in the real property upon which the I-96 North Sign is located. A copy of that permanent easement is attached to this document as Exhibit 3. Within thirty (30) days of receiving approved permits from the City regarding the Sign, Adams will transfer its entire right, title, and interest in the real property upon which the I-96 North Sign is located to the City. Such transfer will be subject to a restrictive covenant prohibiting the City from using or further transferring the permanent easement (or the real property that the permanent easement is subject to) for advertising purposes.

8. Adams will make a one-time payment of Ten Thousand Dollars and No Cents (\$10,000.00) to the City within thirty (30) days of receiving approved permits from the City regarding the Sign.

9. This Second Amendment does not affect any of the other signs covered by the prior Consent Judgment. Except as modified by this Second Amendment, the Consent Judgment

and First Amendment are and remain in full force and effect and are hereby ratified and reaffirmed by the parties. In the event of any conflict between the Consent Judgment and/or the First Amendment and this Second Amendment, the terms and conditions of this Second Amendment shall control.

10. This consent judgment is a final order and resolves this case.

CIRCUIT COURT JUDGE

Approved for entry:

Richard J. Zecchino (P68088)
Attorney for Plaintiff

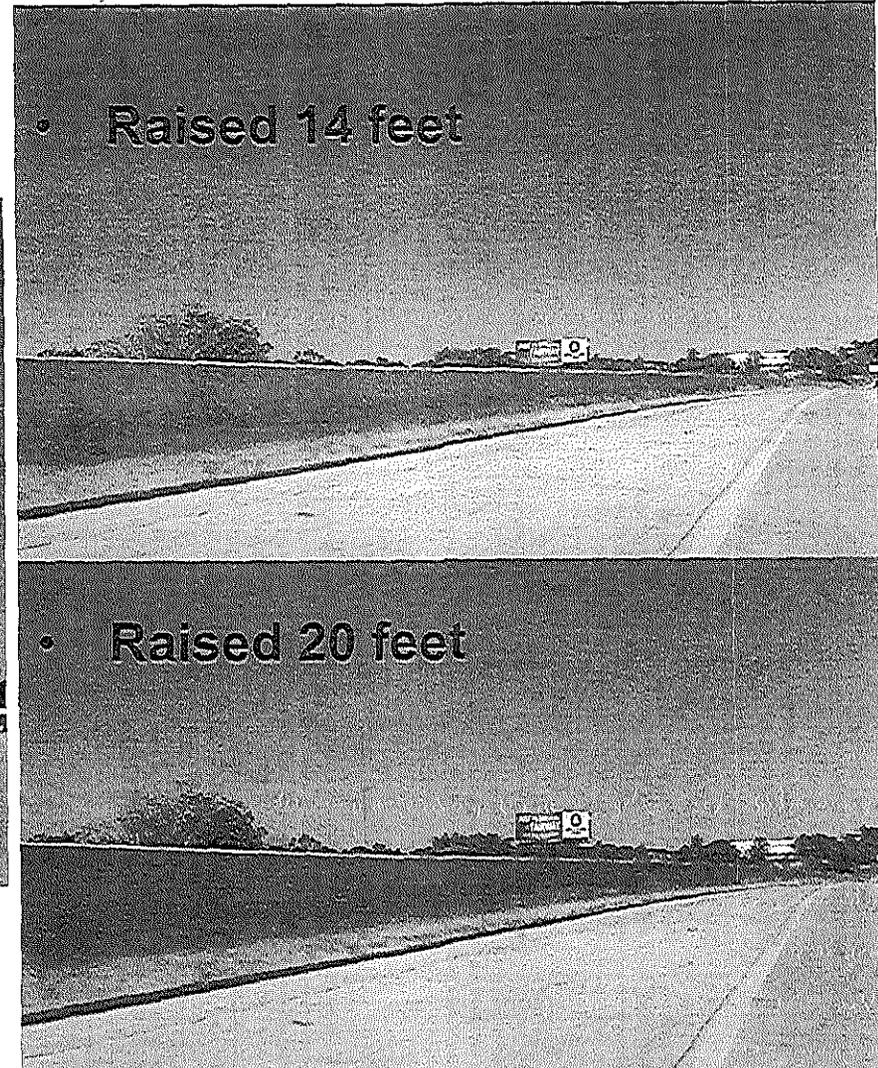
Thomas R. Schultz (P42111)
Attorney for Defendant

South side of I-96 0.5 mi west of Novi Rd

- **Before road construction**

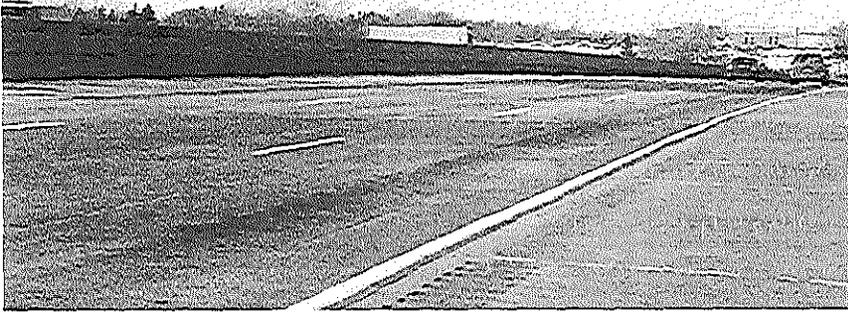


South side of I-96 0.5 mi west of Novi Rd



South side of I-96 0.5 mi west of Novi Rd

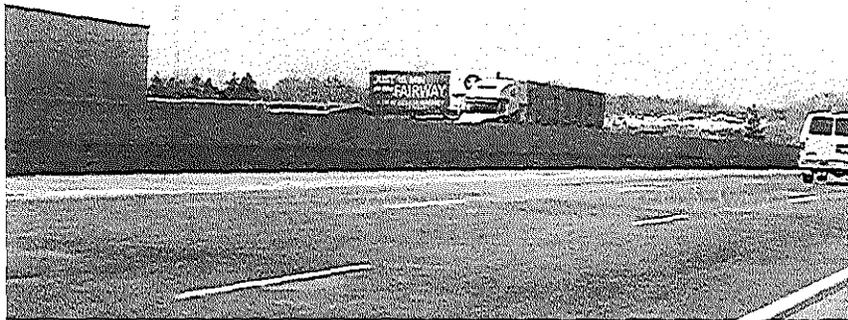
- **Current Face**



- **Raised 14 feet**



- **Raised 14 feet**



- **Raised 20 feet**

