



CITY of NOVI CITY COUNCIL

Agenda Item D
July 22, 2013

SUBJECT: Approval of a request from Bristol Corners Homeowners Association to terminate the 2003 Street Name Sign Agreement covering a portion of Bristol Corners, and approval of a new Decorative Street Sign Support Agreement for all phases of Bristol Corners for the installation of decorative street name sign posts within the public right-of-way.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Bristol Corners Homeowners Association is requesting approval of a new Decorative Sign Support Agreement to replace the existing Street Name Sign Agreement that was executed in 2003. The existing decorative street signs in Bristol Corners Subdivision (Phases 1, 2 and 3) were installed more than 10 years ago. Some signs have become illegible and some are in a state of disrepair (see attached photos). Engineering staff have been working with the Bristol Corners Homeowners Association toward replacement of traffic signs to meet current standards. The Association is requesting decorative street name signs in Bristol Corners North and Bristol Corners South, which were not covered by the original 2003 agreement. In order to include the entire Bristol Corners development (including Bristol Corners West, North and South) in the agreement, staff is recommending the termination of the 2003 agreement and approval of a new agreement to include all constructed phases of Bristol Corners and with new standard template language from the City Attorney.

The Association has submitted a right-of-way permit application for the phased removal and replacement of all street name signs in Bristol Corners over the next three years to ease the budgetary burden. The Association is requesting that the City install standard traffic control signs for all signs in Bristol Corners except street name signs. Staff supports the phasing plan and also supports the request for city standard sign installations with the exception of street name signs.

The new Decorative Street Sign Support Agreement template was prepared by the City Attorney and has been executed by the Association. Staff recommends approval of the agreement.

RECOMMENDED ACTION: Approval of a request from Bristol Corners Homeowners Association to terminate the 2003 Street Name Sign Agreement covering a portion of Bristol Corners and approval of a new Decorative Street Sign Support Agreement for all phases of Bristol Corners for the installation of decorative street name sign posts within the public right-of-way.

	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				

North Oakland Property Management
6445 Citation Dr Clarkston, MI 48346
248-625-7203

City of Novi
Brian Coburn
Engineering Manager

June 24, 2013

Brian,

With regards to the plan to repair and improve the street signs within the Association of Bristol Corners located off West Park and South Lake Dr, I have enclosed the new Decorative Street Sign Agreement along with a plan to do the improvements needed.

It is our understanding that by adding the North and South portions of the Association to this agreement the City will take over the responsibility of the maintenance of the traffic signs, and we will be responsible for the street signs only.

The Board of Directors of Bristol Corners will be working on the the final design of the new street signs, which are being designed to County specifications by Signs and More in Troy. They have had a lot of experience in working with the County to ensure that these signs are the correct specifications.

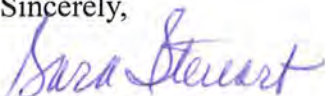
The plan that they are proposing is to temporarily repair the signs that were red flagged with problems by your department. This work should be complete at this time, other then the yield and stop sign changes.

If the Board can be provided and approve the specific changes and costs for new street signs in a timely enough manner to start replacement this year, their plan is to replace five (5) old signs with new before the end of the year. The site has a total of sixteen (16) street signs.

We are hoping that the budget will allow for the replacement of all the remaining signs, (11) in 2014. If this is not the case, we will continue with the replacement of at least five more signs in 2014 and then in 2015 we will finish replacement of the last six signs.

If this is acceptable to the City of Novi, we will diligently move forward with this project.

Sincerely,



Sara Stewart
Agent for Bristol Corners HOA
North Oakland Property

North Oakland Property Management
6445 Citation Dr Clarkston, MI 48346
248-625-7203

City of Novi
Brian Coburn
Engineering Manager

June 24, 2013

Site Plan

The Bristol Corners HOA proposed to replace five (5) signs by the end of 2013

2013

West Park/ Bristol Circle entrance sign
West Park / South Lake entrance sign
Bristol Circle / Bristol Court sign
Bristol Circle / Norwich Dr sign
Bristol Circle/ Bristol Lane sing

2014

Bristol Circle/Marlborough
Marlborough / Bristol Ln
Bristol Circle/ Balfour Dr
Balfour Dr/Balfour Ct
Bristol Circle/ Norwich Dr

2015

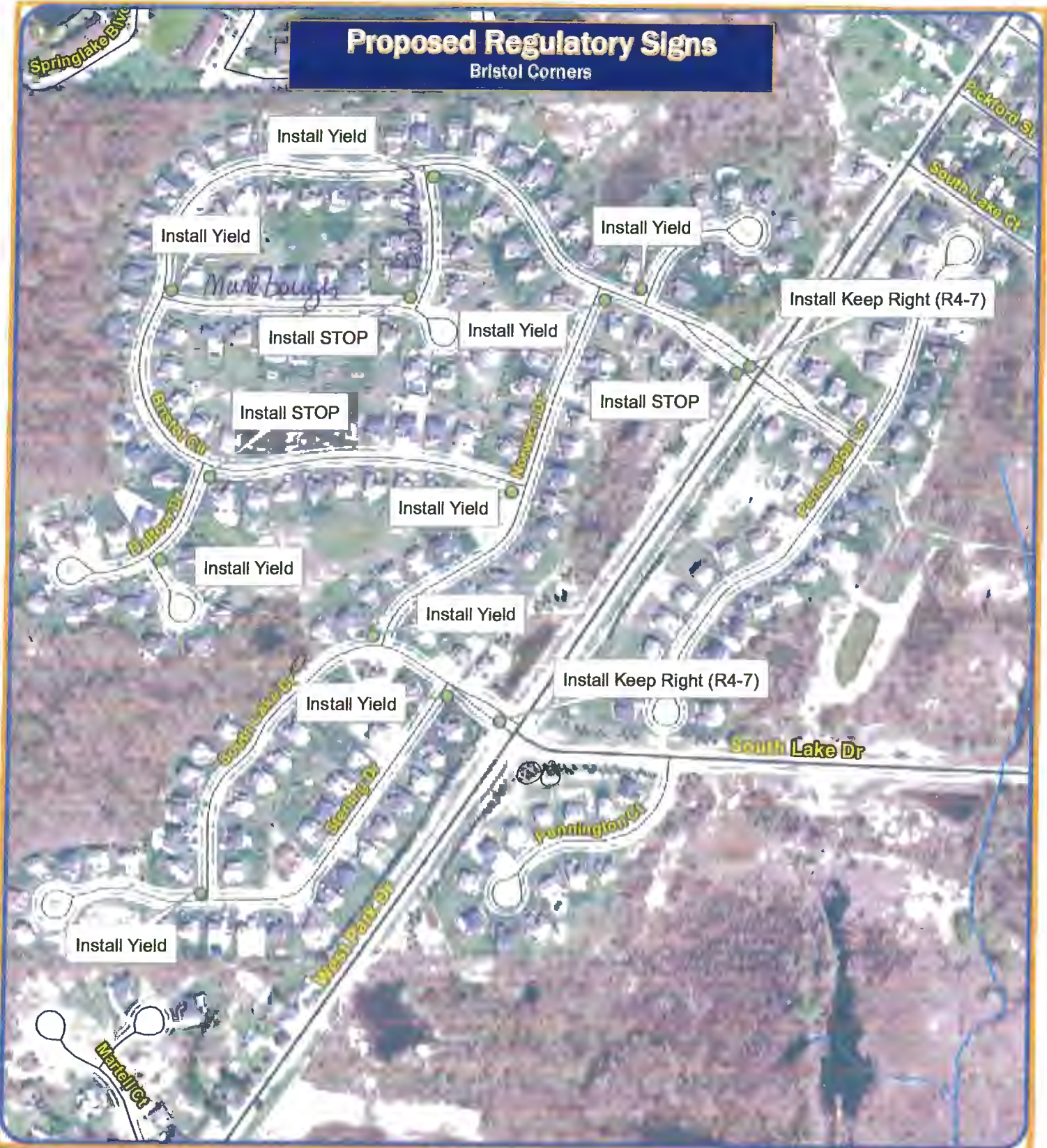
Norwich Dr/ South Lk Dr
South Lk Dr/ Sterling Dr
Sterling Dr/ South Lk Dr
South Lk Dr/ Pennington Ct
West Park/ Bristol Circle
Pennington Ln/ Bristol Cir

In the event that a sign deteriorates to the point that it must be replaced, this list could vary in the ordered in which they are done.

Again, the Association would like to complete this project in 2014 if the budget will allow us to do it that quickly.

Proposed Regulatory Signs

Bristol Corners



Map Author: Brian Coburn

Date: 5/9/13

Project:

Version #:

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 352 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



City of Novi

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



= 402 feet

DECORATIVE STREET NAME SIGN SUPPORT AGREEMENT

Made this 18 day of June, 2013, 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 Bristol Corners Homeowners Association, a Michigan non-profit corporation, the address of which is c/o North Oakland Property, P.O. Box 907, Clarkston, MI 48347 ("Association").

WHEREAS, the Association desires to construct, pay for, and maintain decorative street name sign supports within the Bristol Corners Subdivision (including Bristol Corners West, Bristol Corners South and Bristol Corners North) 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**. 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 Bristol Corners West Subdivision, Bristol Corners South Subdivision and Bristol Corners North 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

ROBERT J. GATT - MAYOR

MARYANNE CORNELIUS - CITY CLERK


STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 20 day of June, 2013, 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:



Bristol Corners SUBDIVISION
HOMEOWNER'S ASSOCIATION


BY: Craig L. Keecoff
ITS: Vice-President

Smith Will

STAT C IV. 11

COURT KELL

20th JUNE
CRAIG KELLOGG

BRISTOL CORNERS

Intaru public
VICE PRESIDENT of the

and
to exer te the
course of

WAS

WAYNE County, Michigan
Commission Expires 1-6-2019
ACTING IN OAKLAND CTY.

EXAMPLES OF SIGNAGE DEFICIENCIES IN BRISTOL CORNERS WEST

4/17/2013



Street name signs are misconfigured



Faded/peeling lettering on street name sign and leaning post.



Missing street name sign. Stop sign is rotated almost 90 degrees on the post



Lettering is peeling on the street name sign and the post is leaning.



The stop sign is mounted too low and the street name sign lettering is peeling



The post is leaning and the street name sign blade is bent.



Stop or yield sign is missing.



Stop sign is faded and needs to be replaced.



Sign post is leaning and rotated. The street name sign lettering is faded.



The pole is leaning, the stop sign is faded and the street name sign lettering is peeling and faded. Also, the street name sign should read West Park Drive instead of West Road.

In addition to the deficiencies specifically identified above, the following should be reviewed as signs are replaced/repared:

- There are stop signs posted at all intersection even though some intersections may only require a yield sign. Each intersections should be reviewed by engineering staff at the time of replacement for the proper sign to post.
- Newly installed signs and posts must be meet the City standards (attached) and the Michigan Manual of Uniform Traffic Control Devices.
- All street names signs that are not legible during the day or reflective and legible at night should be replaced.

STREET NAME SIGN AGREEMENT

Made this 22 day of SEPT, 2003, 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 Bristol Corners

Homeowners Association, a Michigan non-profit corporation, the address of which is
Kramer-Triad Group LLC
30701 W. Ten Mile Road ("Association").
~~Farmington Hills, MI 48336~~

WHEREAS, the Association desires to construct, pay for, and maintain street name signs and supports within the Bristol Corners 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

BRISTOL CORNERS SUBDIVISION
HOMEOWNER'S ASSOCIATION

Melba Austin
Melba Austin

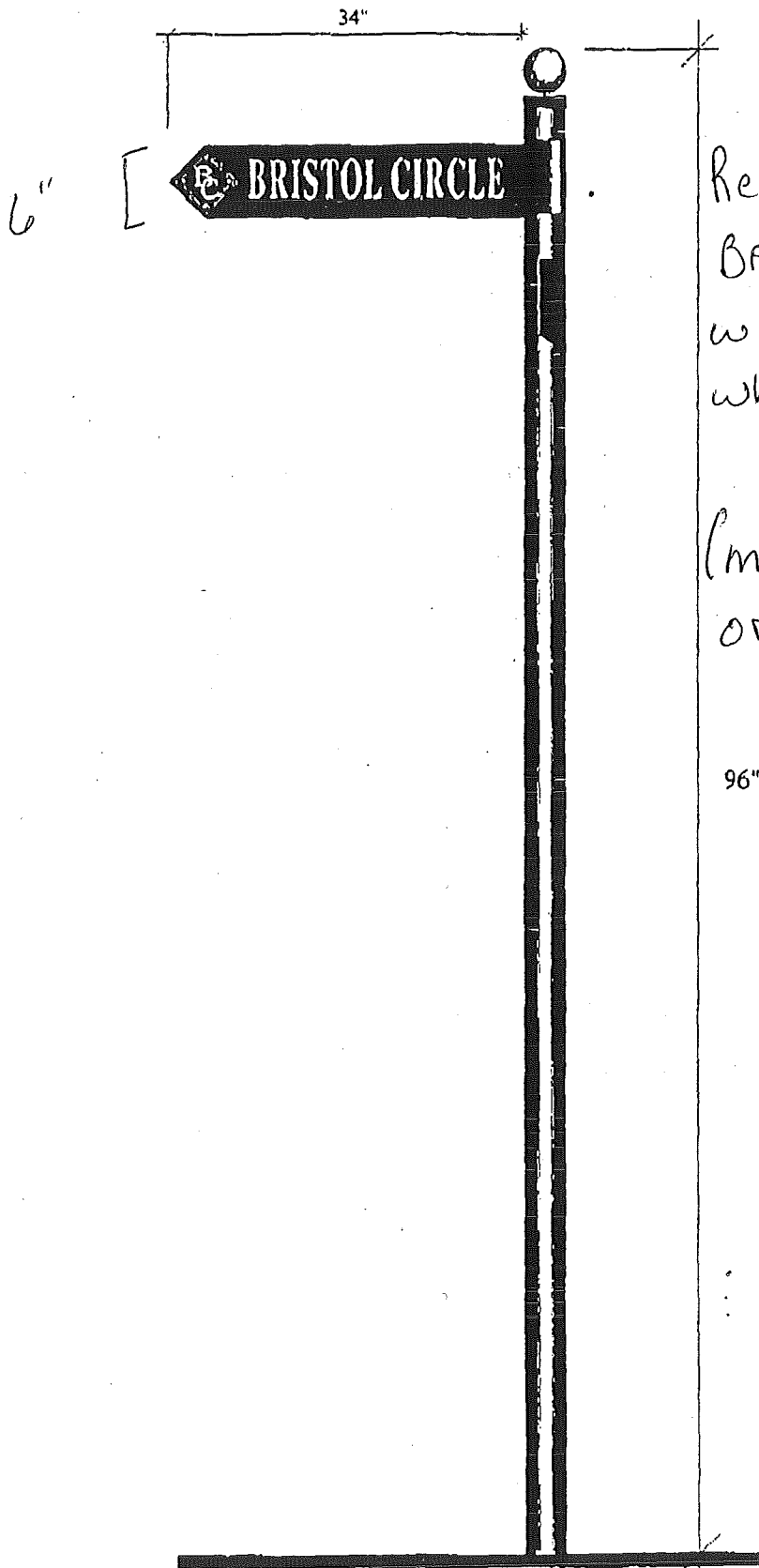
Arnold F. Serlin
BY: Arnold F. Serlin
ITS: President

Colleen Nogrask
Colleen Nogrask
STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this 25th day of July, 2003, before me, a Notary Public, personally appeared Arnold F. Serlin as the President of the Bristol Corners 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.

MELBA AUSTIN
Notary Public, Wayne County, Mich.
Acting in Oakland County, Mich.
My Commission Expires July 1, 2004

Melba Austin
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: _____



Reflective Green
 Background
 with 4"
 white letters

(meets City
 ordinance)

96"

2100 E. W
 BIRMINGHAM
 MI 48
 (810) 649.
 FAX: 649.

TITLE: Street Signs
 SCALE: 3/4" = 1'-0"
 PROJECT: Bristol Centers
 CLIENT: Ivanhoe Huntley
 DATE: 4/15/97
 DESIGNER:

Typical Street Sign
 Scale: 3/4"=1'-0"