



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

Agenda Item O
August 27, 2007

SUBJECT: Approval of Agreement with Arrowon Pines Condo Association for the installation of a decorative streetlight at the subdivision entrance located at Algonquin Drive and Novi Road.

SUBMITTING DEPARTMENT: Public Works

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	
AMOUNT BUDGETED	
LINE ITEM NUMBER	

BACKGROUND INFORMATION:

In April 2006, the Arrowon Pines Condo Association requested the DPW's assistance in facilitating the installation and operation of a decorative streetlight at the condo's entrance at Algonquin Drive and Novi Road. We have been working with the Condo Association, Finance Department, City Attorney's office, DTE and Road Commission for Oakland County to bring this project to fruition. We have obtained the necessary right-of-way and license agreements for this installation.

The attached Agreement states that the Arrowon Pines Association shall be solely responsible for the streetlight's annual operating cost (\$289.49) payable to the City each January, shall remit payment for construction (\$2,953) directly to DTE, and agrees to DTE prices increases due to unforeseen circumstances and due to the increase of energy costs over time.

RECOMMENDED ACTION:

Approval of Agreement with Arrowon Pines Condo Association for the installation of a decorative streetlight at the subdivision entrance located at Algonquin Drive and Novi Road.

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

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

DTE Energy



July 9, 2007

City of Novi
William McCusker
Director of Public Services
45175 West Ten Mile Road
Novi, Michigan 48375

Re: Algonquin Drive & Novi Road Proposed Street Lighting

We have completed our review of your request for proposed lighting; I have prepared a cost estimate for the installation of one light at Algonquin Drive and Novi Road, City of Novi, Oakland County. We are recommending the installation of 1-100 watt high-pressure sodium vapor underground ornamental streetlight. The proposed style is the Acorn fixture and is mounted on one Main Street Windsor series, 12-foot fluted black post to be installed in the center island of Algonquin Drive at Novi Road entrance.

The costs are based on the Edison Option 1 rate, where Detroit Edison installs, owns, and maintains the lighting system. The rate requires a portion of the construction cost be paid by the customer, which is determined by the following formula.

Algonquin Dr & Novi Rd. -1 POST AND 1 FIXTURE

Cost to construct	\$3822.00
Minus 3yrs revenue (\$289.48x3x1)	\$868.00
Contribution from City of Novi (Condo Association)	\$2,953.00
Annual operating cost	\$289.48

The price quoted herein shall be in effect for period of six months from the date hereof. After installation the total cost for additional modification, relocation or removal will be the responsibility of requesting party.

Please provide me with a letter of authorization and a purchase order if you would like us to proceed with the installation.

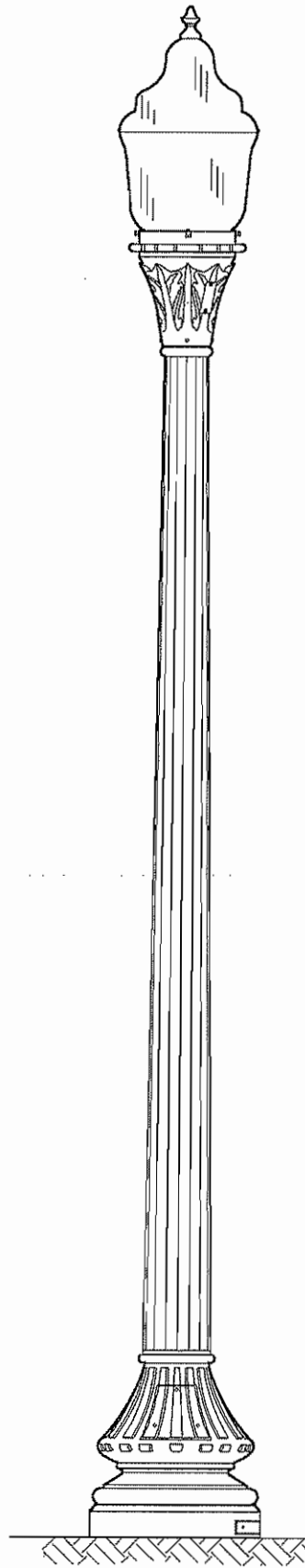
Please feel free to call me on 734-397-4174 should you have any questions. My FAX number is 734-397-44284.

Sincerely,

Greg Tchozewski

Greg Tchozewski
Account Representative
Outdoor Lighting

C.c
Mr. Nils Karlson
43531 Algonquin Drive
Novi MI, 48375



AGREEMENT

This Agreement is entered into this ___ day of August, 2007, by and between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 W. Ten Mile Road, Novi, Michigan 48375 (the "City"), and the ARROWON PINES HOMEOWNERS' ASSOCIATION, a Michigan non-profit corporation ("Association"), whose address is 43531 Algonquin Drive, Novi, MI 48375.

RECITATIONS:

The Association is the entity designated by the By-laws of the Arrowon Pines Homeowners Association to administer the affairs of said subdivision.

The Association has requested the City to assist it in making a certain local public improvement consisting of the installation of a street light at the entrance to the subdivision at the intersection of Algonquin Drive and Novi Road, as described and depicted on the attached Exhibit A hereto.

The Board of the Association has authorized the president of the association to execute this agreement.

The City has obtained from the Detroit Edison Company ("DTE") an estimate for the installation and annual operation of said streetlight, requiring an initial construction cost of \$2,953.00 and an annual operating cost of \$289.49 ("Annual Operating Cost").

The City has agreed to assist the Association in facilitating the installation and operation of said street light with DTE.

The Association hereby acknowledges that the proposed streetlight is being installed at the request of and mainly for the benefit of Arrowon Pines residents, and therefore, agrees that the Annual Operating Cost of the streetlight is and shall be its sole responsibility.

Due to the location of the proposed street light within public right-of-way under the jurisdiction of the Road Commission for Oakland County, DTE requires that the City be billed for the Annual Operating Cost.

The parties desire to enter into this Agreement to provide for the payment to the City by the Association of the Annual Operating Cost, for which the City will be billed by DTE directly.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. To the extent that DTE may require, the City shall contract with DTE for the installation and operation of the proposed streetlight.

2. Upon execution of this Agreement, or when requested by DTE, whichever occurs later, the Association shall pay directly to DTE the initial construction cost of \$2,953.00, or such other amount as DTE shall require for installation of the proposed street light.

3. Commencing January 1, 2008, and annually on the same date thereafter, the Association shall pay to the City the amount of \$289.49, representing the annual operating cost for the proposed streetlight.

4. The parties acknowledge that the payments are based upon estimates of charges imposed by DTE for the lighting service provided, and that the charges imposed by DTE may increase due to unforeseen circumstances and due to the increase of energy costs over time. The Association hereby agrees to pay the Annual Operating Cost as it may be revised due to such increases. The Association agrees that the Annual Operating Cost shall be a debt to the City from the Association.

5. The execution of this Agreement by the President of the Association constitutes affirmative representation of the members of the Board of the Association that he has been granted the power by the by-laws of the Association to act on behalf of the co-owners of the condominium to enter into this Agreement.

6. This Agreement contains the entire agreement between the parties, and to statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

6. This Agreement shall be binding on all heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

CITY OF NOVI, a Michigan municipal Corporation

ARROWON PINES HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation

By:
Its: Mayor

By:
Its: President



LICENSE AGREEMENT
ENCROACHMENT INTO CITY RIGHT-OF-WAY/EASEMENT

ENGINEERING DIVISION
(248) 347-0454

This Agreement, between the City of Novi, a municipal corporation ("the City"), and
Arrowon Pines Condo Association, whose address is
43531 Algonquin Drive, Novi, MI 48375

"Licensee").

R E C I T A L S:

- A. Licensee is/are the owner(s) of the following property located in the City of Novi, Michigan: _____ ("the Property").
- B. Licensee has requested authorization from the City to permit a decorative light ("the Structure") to be placed or constructed on the property, encroaching into the City's easement for public right-of-way over the Property.
- C. The City has agreed to authorize such encroachment under the conditions set forth in this Agreement.

IT IS AGREED between the parties to this Agreement as follows:

1. The City hereby licenses and permits Licensee's encroachment into the easement for purposes of placing or constructing the above-described structure, without monetary consideration. Licensee acknowledges that Licensee, under Michigan law, acquires no prescriptive rights by virtue of this license.
2. Licensee(s), and Licensee(s)', successors, and assigns, shall hold harmless and indemnify the City and the City's agents and employees from any and all claims, suits, actions, losses, damages, or demands if the City exercises its rights, reserved by this Agreement, to come upon the easement to install, maintain, replace any water, sewer, drainage, or other public utilities, or for any other public purpose.
3. The City shall not be liable for, and Licensee(s) shall hold harmless and indemnify the City and the City's agents and employees from any injuries, property damage, or loss of life or property caused by, arising out of, or occurring in connection with the encroachment by Licensee(s) on the City's easement.
4. If any portion of the structure located on the Property and encroaching into the easement is ever demolished or destroyed, this license shall terminate and be of no further force or effect.
5. Grantee shall not expand or modify any portion of the structure located on the Property into the easement without the expressed written consent of the City.

GRANTEE: *Nils O. Karlson*
(Signature)
NILS O. KARLSON
(PRINT SIGNATURE NAME)

GRANTEE: _____
(Signature)

(PRINT SIGNATURE NAME)

WITNESS: _____
(PRINT SIGNATURE NAME)

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 19th day of SEPTEMBER, 2006, personally appeared before me, a Notary Public, the above-named

NILS O. KARLSON

known to be the same person(s) described herein, and who executed the within instrument, and who acknowledged to be his/her act and deed. Sworn to and subscribed before me:

MARILYN S. TROUTMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2011
ACTING IN COUNTY OF OAKLAND

Marilyn S. Troutman
(Notary Public)
OAKLAND, County

My Commission expires: OCT. 13, 2011

CITY OF NOVI

By _____

David B. Landry, Mayor

By _____

Maryanne Cornelius, Clerk

Dated: _____

Nils

April 8, 2006

City of Novi - Public Works
26300 Delwal Road
Novi, Mi. 48375-3024

Attention:
Mr. William "Benny" McCusker
Director of Public Works

My name is Nils Karlson, President of Arrowon Pines Condo Association, and I'm desperately seeking your help. Our association wants to install a Street Type Lamp on our island located at the entrance of our complex. The site is on the Novi Road easement. After several weeks starting with DTE headquarters (downtown), to DTE service center (Milford), to Novi City Hall (GIS Manager) and finally to the man, you.

We presently have a series of low decorative lights on the island which are in bad shape, creating an ugly sight for the condo owners and the people passing on Novi Road. In my phone conversation with your secretary she related, sometimes it takes months to receive the needed information and data from DTE.

The information we require is as follows ;

Various styles of lamps Available.

Cost of lamps.

Cost of lamp installation.

Timing of installation after signed contract.

We are hoping you will expedite our request to DTE so may get a quick answer. In the event, the time to install the lamp is short it will not necessitate for us to install new low decorative lights on our island.

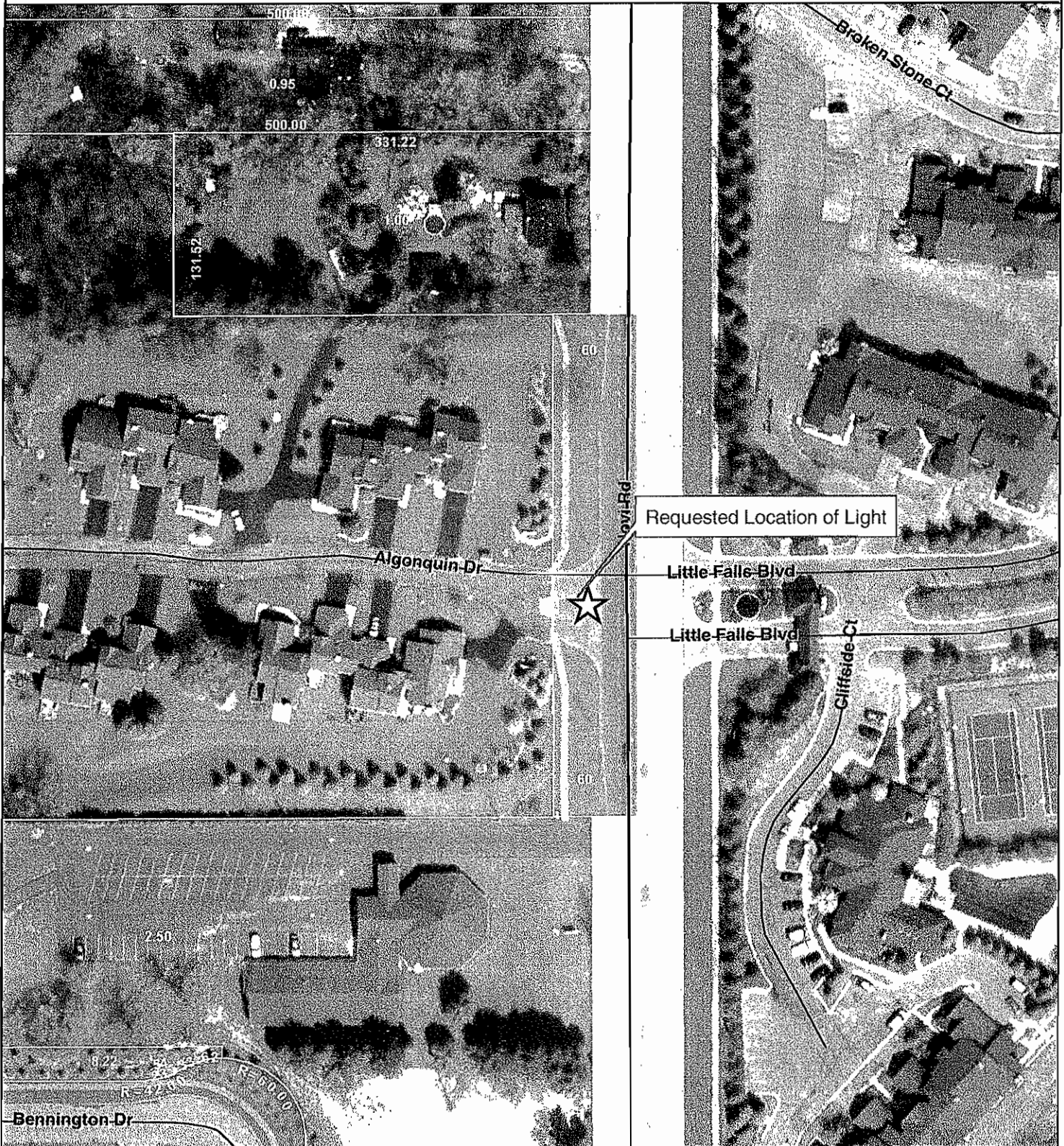
We are at the mercy of DTE and yourself because the island is on the easement, therefore Arrowon Pines cannot use a private contractor.

Sincerely,
Nils Karlson
43531 Algonquin Drive
(248) 344-2111

PS; Map enclosed showing the site.

Mr. Nils Karlson's Request for Lighting

Arrowon Pines Condominium - Map Prepared 4/10/06



Requested Location of Light

Little Falls Blvd

Little Falls Blvd

Cliffside Ct

Broken Stone Ct

Novi Rd

60

60

2.50

0.95

500.00

331.22

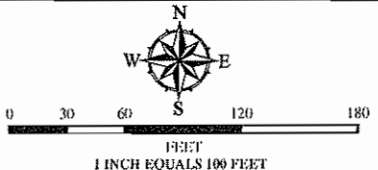
131.52

Bennington-Dr

Algonquin-Dr



CITY OF NOVI
 GEOGRAPHIC INFORMATION SYSTEMS OFFICE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 NOVI CITY HALL/CIVIC CENTER
 45175 W. TEN MILE ROAD
 NOVI, MI 48375-3024
 (248) 347-3279
 WWW.CI.NOVI.MI.US



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.



CITY OF NOVI

45175 west ten mile road / novi, michigan 48050 / phone: (313) 349-4300

RESOLUTION
STREET LIGHT POLICY

WHEREAS, the City of Novi has received requests for the installation of Detroit Edison street lighting along roadway right-of-way, and,

WHEREAS, the City of Novi has historically allowed special assessment arrangements for the installation of street lighting, and,

WHEREAS, the Novi City Council deems the facilitating of street lighting to be a proper community service.

NOW, THEREFORE, BE IT RESOLVED, that the Novi City Council hereby establishes the following policy for allowing singular street light installation within the City of Novi.

The City will contract with Detroit Edison for the installation of a street light with the following conditions:

1. Lights shall only be allowed on mile roads or arterial roads.
2. The property owner must enter into a 20-year agreement for the term of installation in which the contract could become a lien against the property.
3. The property owner will be billed annually.
4. The City will be authorized to collect a 10% administrative fee added to the cost of the Edison annual service charge.
5. Any increase in Edison annual charges must be assumed by the street light petitioner.

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held this 19th day of December, 1988.

Geraldine Stipp
Geraldine Stipp
City Clerk

CITY COUNCIL
Mayor
Matthew C. Quinn
Mayor-Pro-Tem
Edward R. Leininger
C. Covert
D. Crawford
Artha L. Hoyer
Joseph G. Toth
Donald A. Watson
City Manager
Edward F. Kriewall
City Clerk
Geraldine Stipp