



CITY of NOVI CITY COUNCIL

Agenda Item Q
July 11, 2016

SUBJECT: Approval of a license agreement for a subdivision entryway sign with Charrington Green Homeowner's Association as part of the 2016 Entryway Grant Program.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Charrington Green Homeowners Association (HOA) is proposing to replace the existing subdivision entry sign located in the right-of-way of Meadowbrook Road at Marks Drive. The proposed improvements include replacement of the existing entryway sign with a new sign in the same location, and upgraded energy efficient light-emitting diode (LED) lighting.

The location of the sign in the right-of-way was approved by the Zoning Board of Appeals in 1990. The design of the proposed sign includes break away notches on the posts attached to the sign foundation behind a façade.

The HOA has been awarded funds under the 2016 Entryway Grant program for the sign and lighting improvements. They have engaged the services of a sign contractor to produce detailed plans of their design. In their grant application, the HOA describes the public benefits of positive visual improvement of the updated sign, and improved LED lighting having reduced glare to motorists as well as being more environmentally considerate and economical. The HOA has plans in the near future to improve the landscaping at the entrance, however landscape improvements are not part of the current project being funded in part by the 2016 Entryway Grant.

The license agreement is part of the right-of-way permitting process to specify that the maintenance of the sign and lighting is the responsibility of the subdivision. The license agreement includes a requirement that record drawings of any utilities or other objects placed underground be produced for use in any future City maintenance or construction activities in these locations.

The license agreement has been favorably reviewed by staff and the City Attorney (see Beth Saarela's June 30, 2016 letter attached).

RECOMMENDED ACTION: Approval of a license agreement for a subdivision entryway sign with Charrington Green Homeowners Association as part of the 2016 Entryway Grant Program.

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

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



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Elizabeth Kudla Saarela
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www.johnsonrosati.com

June 30, 2016

Darcy N. Rechten, Engineering Technician
CITY OF NOVI
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

**Re: Charrington Green
License Agreement**

Dear Ms. Rechten:

We have received and reviewed Charrington Green's License Agreement for placement of subdivision entry signage within the public right-of-way. The License Agreement is the City's standard form for encroachments into public right-of-way or easement areas. It provides for the City to require removal of the encroachment, at no cost to the City in the event that the City must access the encroachment area. Furthermore, the property owner is required to indemnify the City for any liability relating to use or maintenance of the encroachments and is responsible for any damages to the sign cause by the City's use of the right-of-way for plowing and other types of road maintenance.

We made substantive modifications to the insurance requirements to be more consistent with the insurance coverage that the City requires from contractors. The original insurance requirements in the License Agreement form included certain non-standard requirements that the Homeowner's Association's insurer objected to and that were costly but provided no additional benefit. For example, the License Agreement required the coverage to include an umbrella policy. Instead, the insurer is providing comprehensive general liability insurance in the full amount that was previously required to be divided between general liability and umbrella policies. Additionally, the insurer will provide the City with 30, rather than 60 days' notice of cancellation. A 30-day cancellation endorsement is standard with respect to City contractors. Because the insurance provided still includes the City as an additional insured, provides the City with the same amount of coverage, and is primary non-contributory coverage, we see no legal impediment to the City entering into the License Agreement enclosed. The City's License Agreements will contain the modified insurance requirements going forward.

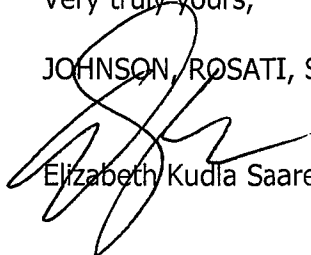
Darcy N. Rechten, Engineering Technician
June 30, 2016
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We note that since the public right-of-way in question does not have a separate parcel number, the License Agreement cannot be recorded with the Register of Deeds and the originals should remain on file with the City with a copy provided to the Homeowner's Association. There would be no benefit to recording the License Agreement in any event since the City is unlikely to sell the public right-of-way, therefore, record notice of the agreement is unnecessary.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

Enclosure

C: Cortney Hanson, Clerk
Rob Hayes, Public Services Director
Brian Coburn, Engineering Manager
Thomas R. Schultz, Esquire

LICENSE AGREEMENT

Agreement made this 30th day of June, 2016, by and between the CITY OF NOVI, a Michigan municipal corporation ("City"), whose address is 45175 Ten Mile Road, Novi, Michigan 48375, and **Charrington Green, a Homeowner's Association** ("Licensee"), whose address is P.O. Box 7025, Novi, MI 48376-7025 with regard to the Charrington Green subdivision, or other property described as

- Meadowbrook Rd. and Marks Dr.

1. The City hereby grants to Licensee a license to occupy and use the public right-of-way, solely for the purpose of erecting and maintaining the subdivision entranceway sign in the form, and only in the location, shown on Exhibit A, attached and incorporated by reference, subject to all of the terms and conditions of this Agreement. Such occupancy shall be on the property described on Exhibit A.

2. Either party may terminate this Agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified in such notice for the date of termination. Licensee shall forthwith remove all signage and all structures associated with such signage upon notice of termination of this license. The City may remove such signage and structures upon Licensee's failure to remove the same within thirty (30) days of notice of termination. Licensee shall be responsible for all costs associated with such removal, including any costs and attorneys' fees incurred by the City in securing such removal or collecting from the Licensee the costs associated with such removal.

Upon completion of improvements in the right-of-way, Licensee shall provide record drawings of the location of anything placed underground within the right-of-way. Licensee is

responsible for the cost of any repairs to any of its improvements, above ground or below ground, that may be required as a result of City maintenance or construction work within the public right-of-way.

3. Licensee shall indemnify and hold the City harmless from and against all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this license, or any means of ingress to or egress from such premises, except liability caused solely by the negligence of the City, its agents, officers or employees.

4. Licensee shall procure and maintain so long as the license is in effect comprehensive general liability insurance naming as additional insureds the City of Novi, its officers, agents and employees, to protect from claims for damages because of bodily injury or death and from claims for injury or destruction of property including loss of use resulting therefrom, any and all of which may arise out of or result from the Licensee's use of the licensed premises. The limits of liability for bodily injury including accidental death shall be \$1,000,000.00 per occurrence. The limits of liability for property damage shall be \$1,000,000.00 per occurrence. The policy shall include general aggregate coverage in the amount of \$2,000,000. Such insurance shall be furnished by an insurance company qualified to do business in the State of Michigan and acceptable to the City. The insurance shall be primary and non-contributory with respect to the additional insureds. The Licensee shall provide an endorsement on the insurance policy providing for thirty (30) days written, advance notice of cancellation to be furnished to the City of Novi.

5. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

8. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

9. This Agreement does not grant or convey an interest in any property to Licensee.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

CITY OF NOVI

By _____
Rob Hayes, City Engineer

LICENSEE
Charrington Green Homeowner's Association

C. Mary Carlise

By Hank Herast
HANK HERAST
Its: PRESIDENT

Dated: _____

Location Map

Charrington Green Subdivision Exhibit A



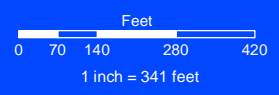
Entrance Sign

Map Legend

- Minor Road
 - Major Road
 - Tax Parcels
 - Developments
 - Charrington Green Sub
- Name**
- Charrington Green Sub



City of Novi
 Planning Division
 Community Development
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



Map Author: Rasha Majzoub
 Date: 6/7/2016
 Project:
 Version #:
 Amended By:
 Date:
 Department:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C L Finlan & Son Inc. 47784 Halyard Dr Plymouth MI 48170		CONTACT NAME: Adrienne Hughes CTC, AAI PHONE (A/C No. Ext): (734)453-6000 FAX (A/C No): (734)404-2370 E-MAIL ADDRESS: ahughes@finlan.com	
INSURED Charrington Green Homeowners Association PO Box 7025 Novi MI 48376		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1663003899 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04779302	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Novi, its Officers, Agents and Employees are included as an Additional Insured under the General Liability coverage as respect to License Agreement for Sign permit relating to Named Insureds' premises. Insurance is Primary/Non-contributory in favor of the Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Novi 45175 Ten Mile Road Novi, MI 48375	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lenore Wengert/AMH <i>Lenore Wengert</i>
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Before Picture SE Corner of Meadowbrook & Marks





This is a view of the northeast corner of our subdivision entryway. This area is not included as part of our project for the entryway grant.

54.6"

32.6"



46"

72.89



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Attachment K
Future View of Proposed Sign in Place