



CITY of NOVI CITY COUNCIL

Agenda Item C
October 10, 2016

SUBJECT: Approval of Decorative Street Name Sign Support Agreement as requested by Mirabella Estates Condominium Association for the installation of a decorative street name sign post within the public right-of-way.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division 

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

The Homeowners Association for Mirabella Estates (located west of Meadowbrook and north of Eight Mile Road) is requesting approval of a Decorative Street Name Sign Support Agreement to allow the Association to construct and maintain a decorative street sign support within the subdivision (see attached photo). Section 31-55 of the Novi Code of Ordinances allows the placement of decorative street sign supports within a subdivision as long as the Association agrees to the terms of this agreement.

The agreement template written by the City Attorney contains language that ensures 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 agreement also includes 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 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 Mirabella Estates Condominium Association for the installation of a decorative street name sign post within the public right-of-way.

	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				

Decorative Street Name Sign Support Agreement

Mirabella Estates

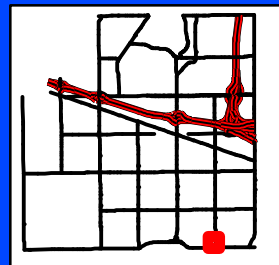


Map Author: Theresa Bridges
Date: September 19, 2016
Project:
Version #:

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 132 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

Feet
0 40 80 160 240
1 inch = 197 feet





MEADOWBROOK

CARMELA COURT

STOP

DECORATIVE STREET NAME SIGN SUPPORT AGREEMENT

Made this _____ day of August, 2016, by and between the City of Novi, a Michigan municipal corporation, whose principal offices are located at 45175 Ten Mile Road, Novi, Michigan 48375 ("City"), and the Mirabella Estates Condominium Association, a Michigan non-profit corporation, the address of which is 339 N. Center Street, Suite #5, Northville, Michigan 48167 (the "Association").

WHEREAS, the Association desires to construct, pay for, and maintain decorative street name sign supports within the Mirabella Estates Site Condominium (the "Condominium") so the sign supports will be more aesthetically pleasing and compatible with the Condominium 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, using the City's prescribed application. 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 replace signs and sign supports that are 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 Unit within the Condominium. 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 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

COURTNEY HANSON - CITY CLERK

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

On this _____ day of _____, 2016, before me, a Notary Public, personally appeared Robert J. Gatt and Courtney Hanson, 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: _____

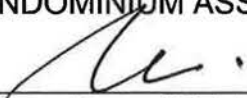
Acting in _____ County

WITNESSES:

MIRABELLA ESTATES
CONDOMINIUM ASSOCIATION



David A. Goldbey



BY: Russel G. Franchi
ITS: President

