



CITY of NOVI CITY COUNCIL

Agenda Item S
February 29, 2016

SUBJECT: Approval of a license agreement for a subdivision entryway sign with Turtle Creek Homeowners Association.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC RJA*

CITY MANAGER APPROVAL: *RJA*

BACKGROUND INFORMATION:

Turtle Creek Homeowners Association is proposing a complete overhaul of the two entrances to their subdivision. The proposed improvements include replacement of existing entryway signs with new signs at the entrances off of Nine Mile Rd on Heatherbrae Way, and off of Meadowbrook Road on Singh Blvd, as well as extensive landscape and lighting upgrades. City Council approved the installation and operation of new street lights at each of these entrances on February 8.

The HOA has obtained a variance of 4 feet from the required right-of-way setback of 10 feet, and a variance for the signs to be supported on posts rather than ground surface signs from the Zoning Board of Appeals.

The HOA has applied for the 2016 Entryway Grant program for the sign and landscape improvements at these entry locations. They have engaged the services of a Landscape Architect and sign contractor to produce detailed plans of their design. Part of the grant application asks the applicant to describe how their project will benefit the public, to which Turtle Creek answers that they believe the proposed improvements will have a positive impact on property values in the neighborhood and will attract potential homebuyers.

The license agreement is part of the right-of-way permitting process to specify that the maintenance of the sign(s) 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 reviewed by staff and the City Attorney, and is being presented to City Council for consideration.

RECOMMENDED ACTION: Approval of a license agreement for a subdivision entryway sign with Turtle Creek Homeowners Association.

	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				

Location Map

Turtle Creek Subdivision

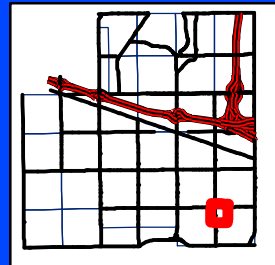


Map Author:
Date:
Project:
Version #:

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



1 inch = 300 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela
esaarela@jrsjlaw.com

www.johnsonrosati.com

February 23, 2016

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

**Re: Turtle Creek Homeowners Association
License Agreement**

Dear Ms. Rechten:

We have received and reviewed the 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.

We made substantive modifications to the insurance requirements provided to ensure that the coverage provided by the Association's policy is primary coverage with respect to the City's additional insured status. Subject to the Association accepting the modified insurance requirements, we see no legal impediment to the City entering into the License Agreement enclosed.

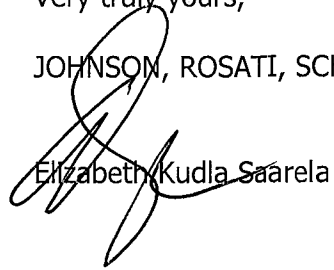
We note that since the public right-of-way in question is not its own parcel, the License Agreement cannot be recorded with the Register of Deeds and the originals should remain on file with the City with a copy provided to the Homeowner's Association.

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

Darcy N. Rechten, Engineering Technician
February 23, 2016
Page 2

Very truly yours,

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



Elizabeth Kudla Saarela

EKS
Enclosure

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

LICENSE AGREEMENT

DRAFT

Agreement made this _____ day of _____, _____, by and between the CITY OF NOVI, a Michigan municipal corporation (“City”), whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, and **Turtle Creek, a Homeowner’s Association** (“Licensee”), whose address is 21950 HEATHERBRAE WAY S, NOVI, MI 48375, with regard to the Turtle Creek subdivision, or other property described as

- Nile Mile Road and Heatherbrae Way
- Meadowbrook Road and Singh Boulevard

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. Failure to provide these record drawings will result in Licensee being responsible for any damage to any of the underground portions of the improvements that may occur during City projects.

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 also contain umbrella coverage in the amount of an additional \$1,000,000. 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 sixty (60) 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

DRAFT

LICENSEE
Turtle Creek Homeowner's Association

By _____

Its: _____

Dated: _____

C:\NrPortb\Secrest\SLEEKES\473640_1.DOC

NEW SIGN LOCATIONS



9 Mile & Heatherbrae Way S.



Meadowbrook Rd & Singh Blvd.



Approx. Proposed Location



Approx. Proposed Location

HARMONSIGN
800.338.9773 Toll Free
www.HARMONSIGN.com

TOLEDO 7844 West Central Ave. Toledo, Oh 43617
419.841.6656 Phone
419.841.7160 Fax

DETROIT 46593 Grand River Ave. Novi, MI 48374
248.348.8150 Phone
248.348.4317 FAX

CUSTOMER TURTLE CREEK SUBDIVISION
LOCATION NOVI, MI
ADDRESS 9 MILE & MEADOWBROOK

SALESPERSON JONATHAN TOWNSEND

SCALE
FILENAME
DRAWN BY
DATE
REVISION#

SIGN TYPE
QUANTITY 1
GRAPHICS
 DIGITAL PRINT
 VINYL
 PAINTED
ARTWORK
 PRODUCTION READY
 PRESENTATION ONLY
 NETWORK
COLORS:
 WHITE
 BLACK

MOUNTING
 FINISH
 RUSH
 RACEWAY
 SIGN MOUNTED
 STAND-OFFS
LIGHTING
 LIGHTED
 NON-LIGHTED
FACE
 SINGLE
 DOUBLE
TYPE: N/A

SQ. FTG. ALLOWANCE N/A
SITE MEASUREMENTS

ADDITIONAL NOTES

Note: Dry creek bed meandering between plant groupings
 - Plant related to 'creek' in name
 - Year round interest
 - Low maintenance

Upright 'Grass' in
 - Fall perennial
 - Color: Silver-Grey
 - drought tolerant
 - spreading structure

'White Flowering Pro Grass'
 - Fall
 - Year round interest
 - drought tolerant

'Accent Koolbars'
 - Structure
 - Winter interest
 - spreading habit

'Calgary Carpet' Juniper
 - Low, Eric garden
 - spreading habit
 - drought tolerant

'Amigo Medea' Grass
 - Fall interest
 - Year round interest
 - drought tolerant

'Frank's Willow' Herb
 - Spiky, dramatic foliage
 - bold texture

'White Wine' Hydrangea
 - Over 3000' October
 - drought tolerant
 - repeating bloom

'Savoy Willow Tree'
 - Spiky
 - drought tolerant
 - bright
 - fall color
 - drought tolerant

'Very Blue' Clematis 12"

Tattle Creek Sub-Entrance Landscape Plan

Nov 1, 11

Scale 1/8" = 1'

Prep by Z. Mark & Asha
 August 2015

