



cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item E
April 9, 2012

SUBJECT: Approval of a request by Willowbrook Community Association to remove the conditions under paragraph 7 of the Street Sign Agreement requiring the Association to pay the City for the cost of replacing the existing decorative signs with standard signs upon termination of the agreement, and to terminate the Street Sign Agreement with the City of Novi dated July 30, 1993.

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

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The Willowbrook Community Association (formerly known as the Willowbrook Subdivision Homeowners Association) has voted to terminate the Street Sign Agreement with the City of Novi dated July 30, 1993 allowing the subdivision to place and maintain decorative street signs rather than City-standard traffic control signs (see agreement and March 22, 2012 letter from the Association, attached). While the agreement allows either party to terminate the agreement, it specifically requires the Association to reimburse the City for the installation of the replacement traffic control signs when the agreement is terminated. The Association is requesting that the City remove and replace the existing wooden decorative street signs with City standard signs at no cost to the Association.

Staff recommends approval of the request as an opportunity to upgrade the signage within the subdivision to meet the new sign requirements that are pending from the Federal Highway Administration requiring improved retroreflectivity for traffic signs. Retroreflectivity is the ability of a surface to return light back to its source (i.e., signs and pavement markings reflecting light from the headlights back toward the driver's eyes to make the signs more visible at night). The latest version of the Michigan Manual of Uniform Traffic Control Devices requires public agencies to maintain retroreflectivity at or above minimum stated levels. Many of the decorative signs that are currently installed within subdivisions that have street sign agreements do not meet these new requirements. The signs in Willowbrook Subdivision do not provide any retroreflectivity (see attached photos).

The estimated cost for the removal and replacement of the six existing decorative street names signs is approximately \$900, which could be funded as part of the \$50,000 allocated in FY2011-12 for necessary improvements to existing City signage to meet the new requirements. This funding source could also be used to provide an incentive for other subdivisions to terminate the existing street sign agreements in favor of City installation of standard signage rather than enforcing the new requirements with the Associations at their cost. A similar action was approved by City Council in August 2011 for Lochmoor Village subdivision. Staff will continue to work with the various homeowners associations that have decorative signs toward compliance with the new standards.

RECOMMENDED ACTION: Approval of a request by Willowbrook Community Association to remove the conditions under paragraph 7 of the Street Sign Agreement requiring the Association to pay the City for the cost of replacing the existing decorative signs with standard signs upon termination of the agreement, and to terminate the Street Sign Agreement with the City of Novi dated July 30, 1993.

	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				

Willowbrook Subdivision

Decorative Sign Location Map

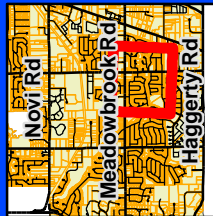


Map Author: Brian Coburn
 Date: 3/29/12
 Project:
 Version #:

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.



Map Legend

- Decorative Sign
- Willowbrook Subdivision



City of Novi
 Engineering Division
 Department of Public Services
 26300 Delwal Drive
 Novi, MI 48375
 cityofnovi.org



1 inch = 525 feet

March 22, 2012

Brian T. Coburn, P.E.
36300 Lee BeGole Dr.
Novi, MI 48375

Greetings Brian, I want to thank you for your assistance with the street signs. We, The Willowbrook Community Association, would like to cancel our current Sign Agreement with the City of Novi. This decision was voted on in a general membership meeting on February 16, 2012. We would like to have our current signs replaced with the new signs by the City of Novi. It is our understanding that the City of Novi has set aside budget money and will replace our current signs with the new signs at no cost to The Willowbrook Community Association.

Again, I want to thank you for your assistance. If you need any other information from us, please feel free to call me, Tim Stotler at 248.444.9825.

The Willowbrook Community Association Officers:

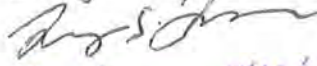
President, *Timothy J. Stotler*



Vice President, *Aaron W. Klenke*



Treasurer, *Douglas Bauss*



Secretary, *Barbara Hillier*



Willowbrook Community Association
PO BOX 184
Novi, MI 48376

STREET SIGN AGREEMENT

Made this 30th day of July, 19 93 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 _____ Willowbrook Subdivision Homeowners Association, a Michigan non-profit corporation, the address of which is _____ P.O. Box 184 Novi 48376 ("Association").

WHEREAS, the Association desires to construct, pay for and maintain street signs and supports within the _____ Willowbrook Subdivision so that the signs will be more aesthetically, pleasing and compatible with the subdivision than standard street 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. If the Association desires to construct and place street signs in the interior of its subdivision, it shall submit its proposed plans and specifications to the Superintendent of the City of Novi Department of Public Works ("Superintendent") and obtain approval for the signs before the placement of any signs. Only signs that have been approved for placement 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 and be located as prescribed by the most recent edition of the Michigan Manual of Uniform Traffic Control Devices, as amended. The Superintendent shall require that all signs and their supports shall conform to the applicable City, State and Federal standards in respect to safety. Any deviation from the standards of the Code shall only be from standards unrelated to safety, and only with the consent of the

Superintendent.

3. Signs placed pursuant to this Agreement shall be at the sole cost of the Association. 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 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. Any temporary sign shall be returned to the City by the Association.

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. The purposes of this Agreement in allowing the Association to place traffic signs in the right-of-way is as a privilege and shall not constitute any right to any compensation, damages or claims against the City for any cost associated with the traffic signs so erected. If the traffic signs erected by the Association are taken down and replaced by 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 reasons of safety or poor maintenance of the signs by the Association, and the City shall have no responsibility to the Association other than to return the signs to the Association. The Association shall pay the City within thirty (30) days of receiving a bill, the cost of replacing the signs with standard signs, which cost, if not paid, may be prorated among the lots in the subdivision

and added to the assessment rolls. The Association shall demonstrate to the satisfaction of the City Attorney that there exists within the Association's by-laws, or within the restrictive covenants applicable to said subdivision, the authority for such assessment.

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 design, placement or existence of signs within City right-of-way, except for claims arising out of the sole negligence of the City, its employees and agents.

9. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

WITNESS:

CITY OF NOVI

Agnes C. Durbin
Agnes C. Durbin

Matthew C. Quinn
MATTHEW C. QUINN - Mayor

Nancy A. Reutter
NANCY A. REUTTER

Geraldine Stipp
GERALDINE STIPP, City Clerk

Willowbrook SUBDIVISION
HOMEOWNER'S ASSOCIATION

Geraldine Stipp

Ruth Ann Birsek
BY: Ruth Ann Birsek
President

ITS:

Mary Ann Cabadas

Existing Decorative Street Name Signs—Willowbrook Subdivision

