



CITY of NOVI CITY COUNCIL

Agenda Item M
July 23, 2012

SUBJECT: Approval of a request by Greenwood Oaks 1 and 2 Homeowners Association and Greenwood Oaks 3 and 4 Homeowners Association to remove the conditions under paragraph 7 of each Street Sign Agreement requiring each 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 for each association with the City of Novi dated June 1, 1992 and April 20, 1998, respectively.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{RH} *BTL*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

Greenwood Oaks Subdivision has two homeowners associations: one for phases 1 and 2 and another for phases 3 and 4. Both Associations wish to terminate their respective Street Sign Agreement with the City of Novi that allowed the subdivision to place and maintain decorative street signs rather than City issued signs (see June 21, 2012 letter from the Association, attached). The Agreement with Greenwood Oaks Phase 1 and 2 is dated June 1, 1992 and the Agreement with Greenwood Oaks Phase 3 and 4 is dated April 20, 1998 (both are attached). While each agreement allows either party to terminate the agreement, it specifically requires the Association to reimburse the City for the installation of replacement street name 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 Associations.

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 Greenwood Oaks do not provide any retroreflectivity (see attached photos).

The estimated cost for the removal and replacement of the existing decorative street names signs is approximately \$2,500, which could be funded as part of the \$50,000 allocated in FY2012-13 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 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 and April 2012 for Willowbrook Subdivision. Staff will continue to work with the various homeowners associations that have decorative signs to achieve compliance with the new standards.

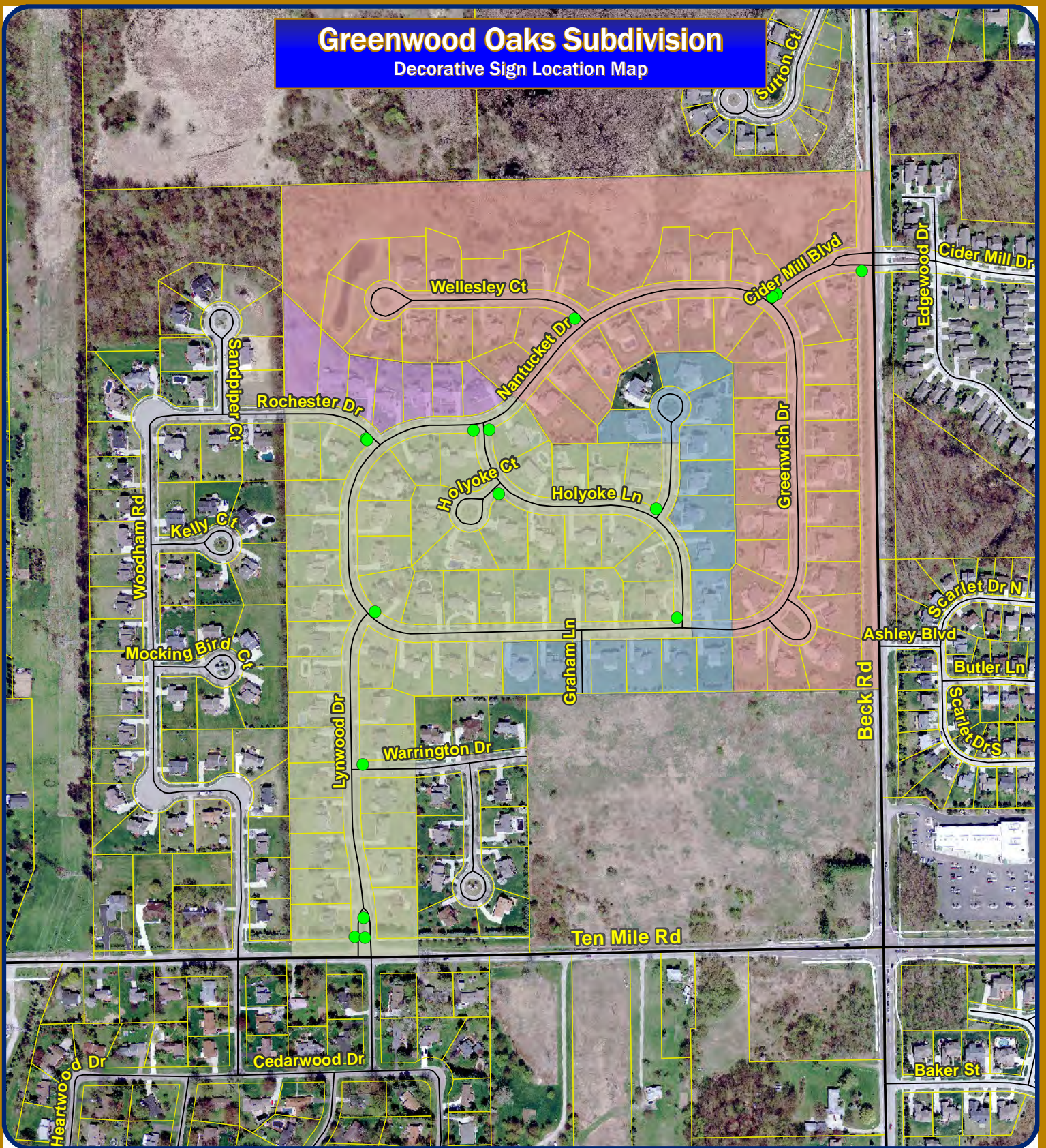
RECOMMENDED ACTION: Approval of a request by Greenwood Oaks 1 and 2 Homeowners Association and Greenwood Oaks 3 and 4 Homeowners Association to remove the conditions under paragraph 7 of each Street Sign Agreement requiring each Association to pay the City for the cost of replacing the existing decorative signs with standard signs upon termination of the agreement, and to terminate the Street Sign Agreement for each association with the City of Novi dated June 1, 1992 and April 20, 1998, respectively.

	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				

Greenwood Oaks Subdivision

Decorative Sign Location Map



Map Author: Brian Coburn
 Date: 7/13/12
 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

Subdivision

- Greenwood Oaks Sub No 1
- Greenwood Oaks Sub No 2
- Greenwood Oaks Sub No 3
- Greenwood Oaks Sub No 4



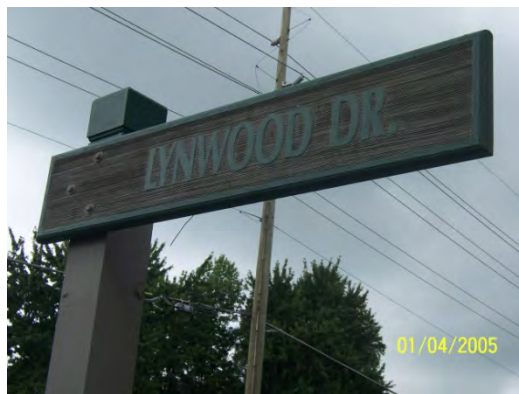
City of Novi
 Engineering Division
 Department of Public Services
 26300 Lee BeGole Dr
 Novi, MI 48375
 cityofnovi.org



Existing Greenwood Oaks Decorative Sign Example



Wood Post



Sign Example

Greenwood Oaks 3 and 4 Homeowners Association

*P.O. Box 1104, Novi, MI 48374
greenwodoaks3and4@gmail.com*

June 21, 2012

Mr. Brian T. Coburn, Engineering Manager
City of Novi
Department of Public Services
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

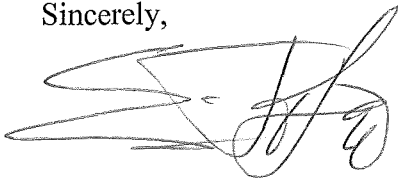
Re: Greenwood Oaks subdivision street signs

Dear Mr. Coburn:

As we have discussed via e-mail, our subdivision, Greenwood Oaks, would like to terminate the existing decorative street sign agreements with the City of Novi, and have the City replace the existing signage in the subdivision with city standard signs at the City's expense for replacement, disposal and upkeep.

I can be reached at greenwodoaks3and4@gmail.com or by phone at 248-374-1044 if you have additional questions. We appreciate your assistance with replacement of our subdivision street signs.

Sincerely,



Erin Torimoto
President, Greenwood Oaks 3 and 4 HOA



Mike Daraskavich
President, Greenwood Oaks 1 and 2 HOA

STREET SIGN AGREEMENT

Made this 1st day of ~~May~~ ^{June}, 1992, 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 GREENWOOD OAKS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, the address of which is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 ("Association").

W I T N E S S E T H:

WHEREAS, the Association desires to construct, pay for and maintain street signs and supports within the Greenwood Oaks Subdivision so that the signs will be more aesthetically pleasing and compatible with the subdivision than standard street signs; and

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 hereto hereby agree as follows:

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 prior to 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 rule. 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

By: [Signature]
 MATTHEW C. QUINN, Mayor

Monique M. Skinner
 MONIQUE M SKINNER

And
 By: [Signature]
 GERALDINE STIPP,
 City Clerk

[Signature]
 Mark Freedman

GREENWOOD OAKS HOMEOWNERS ASSOCIATION
 By: [Signature]
 MICHAEL P. HOROWITZ
 Its: President

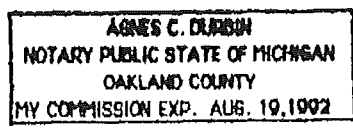
[Signature]
 ALBERT J. LUDWIG

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)

On this June 10th day of ~~May~~ ^{June}, 1992, before me, a Notary Public, personally appeared MATTHEW C. QUINN and GERALDINE STIPP, 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.

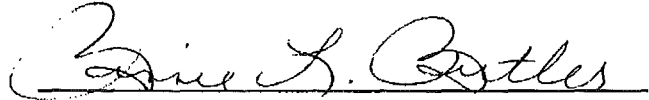
Agnes C. Durbin
 Notary Public, Oakland County,
 Michigan
 My Commission Expires: 8/19/92

STATE OF MICHIGAN)
) ss.
 COUNTY OF OAKLAND)



On this 18th day of May, 1992, before me, a Notary Public, personally appeared MICHAEL P. HOROWITZ, the President

of GREENWOOD OAKS HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation, who after being first duly sworn, acknowledged the foregoing Agreement to be the free act and deed of said corporation and further represents that he was authorized to execute the same on behalf of the corporation and that such execution was in the ordinary course of carrying on the corporation business.



Notary Public, Oakland County,
Michigan

My Commission Expires: 12-13-94

DRAFTED BY:
Michael B. Perlman, Esq.
Mason, Steinhardt, Jacobs & Perlman,
Professional Corporation
4000 Town Center, Suite 1500
Southfield, MI 48075

BONNIE L. BUTLER
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 12-13-94

WHEN RECORDED, RETURN TO:

RECEIVED
APR 08 1998

STREET SIGN AGREEMENT

Made this ^{20th} ~~5th~~ day of April, 1998 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 Phases 3 & 4 Greenwood Oaks Subdivision Homeowners Association, a Michigan non-profit corporation, the address of which is 27655 Middlebelt Rd Suite 130 Farmington Hills, MI 48334 ("Association").

WHEREAS, the Association desires to construct, pay for and maintain street signs and supports within the Greenwood Oaks 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.

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only be from standards unrelated to safety, and only with the consent of the Superintendent.

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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.

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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

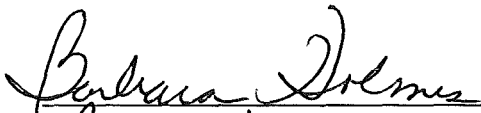
pay the City within thirty (30) days of receiving a bill, the cost of replacing the signs with standard signs, which cost, if not paid, may be prorated among the lots in the subdivision and added to the assessment rolls. The Association shall demonstrate to the satisfaction of the City Attorney that 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


Barbara Holmes


KATHLEEN McLALLEN - MAYOR


MaryAnn Cabadas


TONNI BARTHOLOMEW - CITY CLERK

Greenwood Oaks SUBDIVISION
HOMEOWNER'S ASSOCIATION

David Darkowski

David Darkowski

Dale Bauman

Dale Bauman

Michael P. Horowitz
BY: Michael P. Horowitz
ITS: President

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 7 day of April, 1998, before me, a Notary Public, personally appeared Michael Horowitz the President of the Greenwood Homeowners Association, a Michigan non-profit corporation, who after being first duly sworn, acknowledged that foregoing Agreement to be the free act and deed of said corporation and further represents that he was authorized to execute the same on behalf of the corporation and that such execution was in the ordinary course of carrying on the corporation business.

Cassandra L. Hurley

, Notary Public

Oakland County, Michigan
My Commission Expires:

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXPR. 08/16/2001

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

ACTING IN Oakland COUNTY

On this 28 day of April, 1998, before me, a Notary Public, personally appeared Kathleen McLallen and Tonni Bartholomew, 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.

Mary Ann Cabadas

, Notary Public

Oakland County, Michigan
My Commission Expires:

10-5-98

MARY ANN CABADAS
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 10-5-98