



CITY of NOVI CITY COUNCIL

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Agenda Item G
June 4, 2007

SUBJECT: Adoption of license agreement forms for placement of signage or other structures in City rights-of-way, for use by the City Engineer pursuant to Ordinance 06-157.03 authorizing administrative approval of such agreements.

SUBMITTING DEPARTMENT: Engineering Department *EA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	N/A
AMOUNT BUDGETED	N/A
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	N/A

BACKGROUND INFORMATION:

One of City Council goals is to streamline the permit application and approval process. Council approved Ordinance No. 06-157.03, which amended the City Code, Chapter 31, Streets, Sidewalks and Other Places, to allow certain improvements within such property subject to the applicant signing a license agreement that would subsequently be approved by Administration (City Engineer). This change will allow the City Engineer to administratively review and approve applications for license agreements, thereby shortening the time needed for approval by eliminating the requirement for such requests to be considered by City Council.

The Engineering Department has worked with the City Attorney to develop the attached license agreement forms and the accompanying resolution. One form deals specifically with the placement of signage in the City's right-of-way; the other addresses all other types of structures that an applicant may wish to install in the public right-of-way. If signage or non-standard items are to be placed in the right-of-way, a right-of-way permit would be issued once the license agreement has been executed.

RECOMMENDED ACTION: Adoption of license agreement forms for placement of signage or other structures in City rights-of-way, for use by the City Engineer pursuant to Ordinance 06-157.03 authorizing administrative approval of such agreements.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				

CITY OF NOVI

COUNTY OF OAKLAND, MICHIGAN

RESOLUTION ADOPTING FORM OF RIGHT-OF-WAY AGREEMENTS

Minutes of a _____ Meeting of the City Council of the City of Novi, County of Oakland, Michigan, held in the City Hall in said City on _____, 2007, at _____ o'clock P.M. Prevailing Eastern Time.

PRESENT: Councilmembers _____

ABSENT: Councilmembers _____

The following preamble and Resolution were offered by Councilmember _____
_____ and supported by Councilmember _____.

WHEREAS, the City of Novi City Council adopted Ordinance No. **06-157.03**, amending Chapter 31 of the City of Novi Code of Ordinances in order to provide the City Engineer with the authority to approve license agreements to place signage or other structures within City rights-of-way; and

WHEREAS, the ordinance requires that the form of such agreements be approved by the City Council; and

WHEREAS, the City Council has reviewed and approved the attached forms of agreement relating to signage and other structures to be placed in the City's rights-of-way;

NOW, THEREFORE, BE IT RESOLVED that the Novi City Council hereby adopts the attached forms of agreement for use by the City Engineer in connection with the granting of permission to place signage or other structures in City rights-of-way under the authority set forth in Ordinance **06-157.03**.

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

I, MARYANNE CORNELIUS, the duly-qualified Clerk of the City of Novi, Oakland County, Michigan, do hereby certify that the foregoing is an amended copy of the Resolution adopted by the City Council of the City of Novi, at a duly-called meeting held on _____, 2007, a copy of which is on file in my office.

MARYANNE CORNELIUS
Clerk, City of Novi

This Resolution was signed and acknowledged before me on _____, 2007, by MARYANNE CORNELIUS, the duly-authorized Clerk for the City of Novi, a Michigan municipal corporation.

Notary Public, Oakland County, Michigan
My Commission Expires:_____

LICENSE AGREEMENT

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 _____, a _____ ("Licensee"), whose address is _____, with regard to the _____ subdivision, or other property described as _____.

1. The City hereby grants to Licensee a license to occupy and use, 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.

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. All certificates of insurance shall stipulate to 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 _____
Robert Hayes, City Engineer

LICENSEE
[INSERT NAME]

By _____

Its: _____

Dated: _____



LICENSE AGREEMENT
ENCROACHMENT INTO CITY RIGHT-OF-WAY/EASEMENT

ENGINEERING DEPARTMENT
(248) 347-0454

This Agreement, between the City of Novi, a municipal corporation ("the City"), and _____, whose address is _____ ("Licensee").

R E C I T A L S:

- A. Licensee is/are the owner(s) of the following property located in the City of Novi, Michigan: _____ ("the Property").
- B. Licensee has requested authorization from the City to permit _____ ("the Structure") to be placed or constructed on the property, encroaching into the City's easement for public right-of-way over the Property.
- C. The City has agreed to authorize such encroachment under the conditions set forth in this Agreement.

IT IS AGREED between the parties to this Agreement as follows:

1. The City hereby licenses and permits Licensee's encroachment into the easement for purposes of placing or constructing the above-described structure, without monetary consideration. Licensee acknowledges that Licensee, under Michigan law, acquires no prescriptive rights by virtue of this license. This license is terminable at will by the City upon written notice to the Licensee 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 the encroachment within the time specified, and the City may remove such encroachment upon Licensee's failure to timely remove same. 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.
2. Licensee(s), and Licensee(s)' successors, and assigns, shall hold harmless and indemnify the City and the City's agents and employees from any and all claims, suits, actions, losses, damages, or demands if the City exercises its rights, reserved by this Agreement, to come upon the easement to install, maintain, replace any water, sewer, drainage, or other public utilities, or for any other public purpose.
3. The City shall not be liable for, and Licensee(s) shall hold harmless and indemnify the City and the City's agents and employees from any injuries, property damage, or loss of life or property caused by, arising out of, or occurring in connection with the encroachment by Licensee(s) on the City's easement.

- 4. If any portion of the structure located on the Property and encroaching into the easement is ever demolished or destroyed, this license shall terminate and be of no further force or effect.
- 5. Grantee shall not expand or modify any portion of the structure located on the Property into the easement without the expressed written consent of the City.

GRANTEE: _____
 (Signature)

 (PRINT SIGNATURE NAME)

GRANTEE: _____
 (Signature)

 (PRINT SIGNATURE NAME)

WITNESS: _____
 (PRINT SIGNATURE NAME)

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

On this _____ day of _____, 2007, personally appeared before me, a Notary Public, the above-named

_____ known to be the same person(s) described herein, and who executed the within instrument, and who acknowledged to be his/her act and deed. Sworn to and subscribed before me:

 (Notary Public)
 _____, County

My Commission expires: _____

CITY OF NOVI

By _____
 Robert Hayes, City Engineer

Dated: _____