City Council Agenda Item Report

FROM: Luke Thompson, Director of Planning and Zoning

MEETING DATE: 06/23/2025

SUBJECT: Noble Twist – Right of Way Signage Request

DESCRIPTION:
Wesley Noble of Noble Twist has submitted an application to install a 3' by 2' oval Projecting Sign above the Griffith St Entrance for the establishment. There will 8'6" of clearance below the sign. The sign will encroach into the City right of way (sidewalk).

The zoning ordinance requires the following:

> 154.141(L)(2) Any new permanent signs within the public right-of-way shall obtain City Council approval prior to erection. Signs shall not create a traffic vision obstruction, pedestrian traffic obstruction, or prevent the general accepted use of the public right-of-way.

Attached is a Revocable License Agreement that would allow for Noble Twist to have a projecting sign that encroaches into the City right of way.

BUDGET ACTION REQUIRED:
N/A

COMMITTEE/COMMISSION REVIEW:
Historic District Commission.

LEGAL REVIEW:
The City Attorney reviewed revocable license agreement language for signs in the public right of way.

SAMPLE MOTION:
Motion to approve the Revocable License Agreement for a sign in the public right-of-way for Noble Twist.

REVOCABLE LICENSE AGREEMENT

REGARDING SIGN IN THE RIGHT-OF-WAY

THIS AGREEMENT is made this _____ day of _____, 2025, between the CITY OF SAUGATUCK, (hereinafter "**City**") a Michigan municipal corporation located in Allegan County, Michigan; and Noble Twist LLC (hereinafter "**Licensee**").

Recitals

A. Licensee has leasehold interest in real property located at 246 Culver Street in the City, further described as P.P. No. 03-57-300-192-00 (the "**Property**").

B. A public right-of-way owned and controlled by the City crosses the Property as shown on the sketch map attached as Exhibit A and incorporated by reference.

C. Licensee desires to install an approximately five square foot projecting sign in the City's right-of-way with at least eight and a half feet of clearance below the sign (the "**Encroachment**"). Licensee seeks a license in order to install the Encroachment.

D. Licensee will insure and maintain the Encroachment within and immediately adjacent to the public right-of-way for Culver Street as hereinafter described.

E. The City is amenable to granting a revocable license to Licensee for the installation and maintenance of the Encroachment within the right-of-way for Culver Street, subject to terms of this Agreement.

Agreement

1. The City hereby grants to Licensee a revocable license for the Encroachment for the purpose of installing and maintaining the Encroachment in the precise location shown on Exhibit A subject to the terms of this Agreement. The Encroachment shall be as depicted on attached Exhibit A, which is incorporated by reference.

2. The Encroachment shall meet all requirements of the City of Saugatuck Code including, without limitation, any historic district requirements.

3. Licensee shall maintain the Encroachment in the public right-of-way in good condition at all times, and in compliance with all applicable laws and regulations of the City, County and State of Michigan.

4. Licensee shall indemnify and hold harmless the City, and its officers, agents, and employees, from any and all claims, demands, or suits by any person or entity for damages, injuries, or losses in any way connected or arising out of the placement, maintenance, existence or use of the Encroachment. The provisions of this section shall survive any termination of this Agreement.

5. Licensee shall obtain and maintain general liability insurance in a form and amount satisfactory to the City for the Encroachment at all times that this Agreement is in effect and the City shall be named as an additional insured on any such policy.

6. The placement of the Encroachment in no way creates any title, claim of right, or other property rights or interest for Licensee in any public right-of-way.

7. The license granted to the Licensee and this Agreement shall not be assigned or otherwise transferred by Licensee to any other person or business entity without the City's prior written approval.

8. The license granted by this Agreement shall be revocable at the will of the City, with or without cause, by the City giving Licensee or its successor thirty (30) days written notice of intent to revoke. Upon written notice to Licensee or its successor, mailed by regular mail to 246 Culver St, Saugatuck, MI 49453, Licensee or its successor shall immediately remove the Encroachment and discontinue placing anything in the City right-of-way. The area where the Encroachment was removed shall be returned to its previous condition by the Licensee at no cost to the City.

9. At the time of execution of this Revocable License Agreement, Licensee shall pay to the City the cost of preparation of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed on the date first set forth above.

City of Saugatuck, a Michigan municipal corporation

By: _____

_____

Its: _____

By: _____

_____

Its: _____

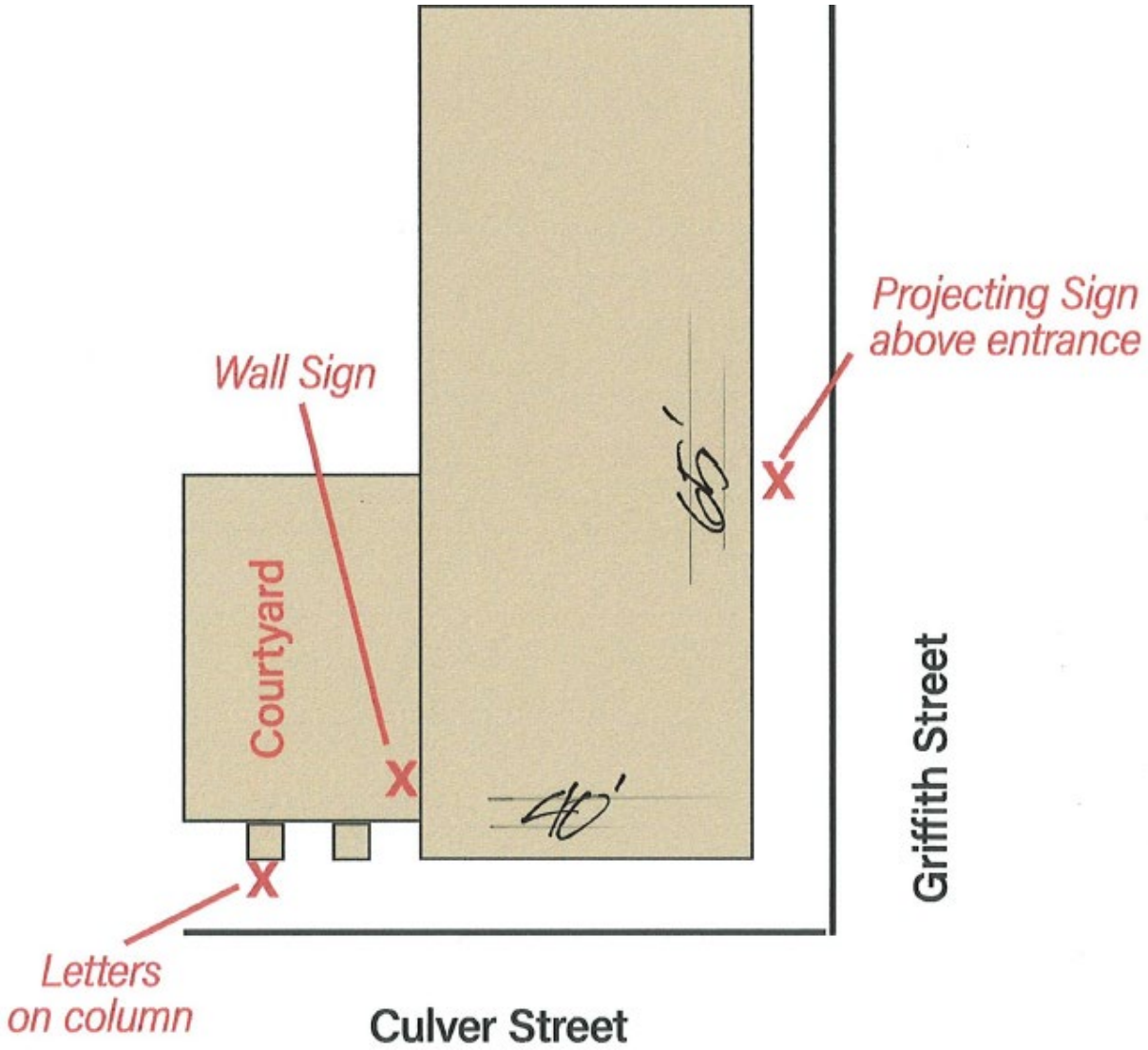
Noble Twist LLC

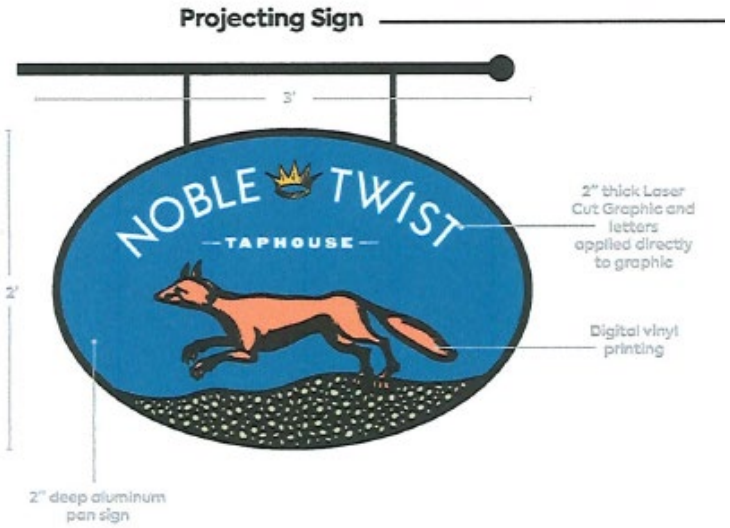
By: _____

_____

Its: _____

Exhibit A


Projecting Sign
above entrance
Wall Sign
Courtyard
Griffith Street
Letters
on column
Culver Street


Projecting Sign
3'
2'
NOBLE TWIST
TAPHOUSE
2" thick Laser Cut Graphic and letters applied directly to graphic
Digital vinyl printing
2" deep aluminum pan sign