



CITY COUNCIL AGENDA ITEM

Date: March 17, 2012

To: John Szerlag, City Manager

From: Mark F. Miller, Director of Economic & Community Development
R. Brent Savidant, Planning Director
Paul Evans, Zoning & Compliance Specialist

Subject: Approval of Subdivision Entrance Sign/Agreement, Stoneridge Subdivision, South side of Square Lake Road, between Long Lake and Dequindre, Section 12

Background

Signs in Troy are regulated by Chapter 85 of the City of Troy Code of Ordinances. Section 85.01.05 allows for the placement of residential development identification signs within the medians of public roads, subject to City Council approval. The homeowners association of Stoneridge Subdivision proposes to replace their existing sign within the median of Cliffside Drive at the intersection of Square Lake Road. The sign permit application, including the maintenance agreement and other required information, has been reviewed by staff and have been found to be in compliance with the Sign Ordinance requirements.

Recommendation

City Management recommends approval of the Stoneridge Subdivision entrance sign and maintenance agreement.

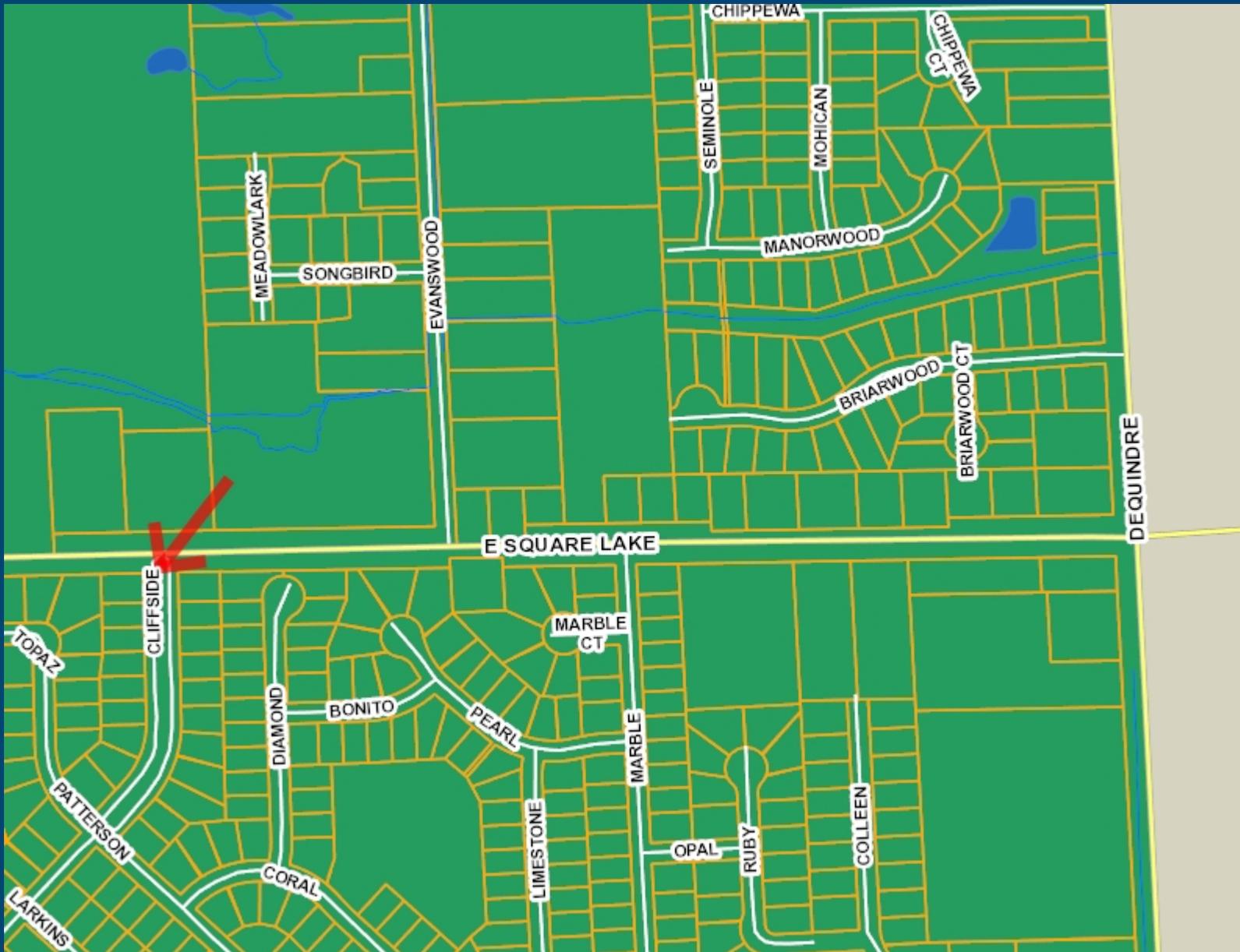
City Attorney's Review as to Form and Legality: _____

Attachments:

1. Maps
2. Chapter 85 (excerpt)
3. Stoneridge Subdivision Association Board Resolution
4. Maintenance Agreement
5. Sign Permit Application
6. Sign Plan
7. Site Plan
8. Insurance Certificate

Stoneridge Subdivision Entrance Sign

City of Troy Planning Department



Legend

- Road Centerline
 - Major Road
 - Industrial Road
 - Local Road
- Ponds and Basins
- Streams and Creeks
- Parcels

857 0 429 857 Feet

Scale 1:5,144



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Printed: 3/16/2012

(Rev. 06-07-2010)

- b. Lapsing of Insurance: Sign Erectors shall maintain the above referenced insurance coverage at all times in order to be eligible to obtain sign permits. If the insurance coverage lapses at any time, the City can automatically revoke the right of a Sign Erector to obtain sign permits.
- c. Notification of Change: A Sign Erector shall notify the Planning Department of any change in address, or any change in ownership or management that differs from what is indicated on the Insurance Certificates.

(Rev. 06-07-2010)

D. Permit Fees: Permit fees are as set forth in Chapter 60 of the City Code.

85.01.05 Prohibited Signs

- A. Signs in Right-of-Way: No sign shall be located in, project into, or overhang a public right-of-way or dedicated public easement, except as provided below:
 - 1. Signs established and maintained by the City, County, State, or Federal Governments may be located in the right of way.
 - 2. Banners advertising civic events may be permitted on lighting poles within the median of Big Beaver Road, between Rochester Road and Cunningham Drive, for a period not to exceed thirty days, subject to the approval of the City Manager.
 - 3. In its discretion, City Council may approve an agreement to allow residential development identification signs in the medians of boulevard entrance streets. Any such agreement shall require continuing liability insurance and also provide satisfactory maintenance of the sign, as well as any other condition that is deemed necessary by the Troy City Council to protect the right of way. The agreement must also indicate the City Council's approval of the proposed design and materials for the sign. The residential development identification sign shall not exceed five feet in height, and shall not be more than 50 square feet in area. The height of such signs shall not exceed 30" when located in the corner clearance area depicted in Figure 85.01.05 A.

STONERIDGE HOMEOWNER'S IMPROVEMENT ASSOCIATION INC.

BOARD RESOLUTION

At the meeting of the Board of Directors of Stoneridge Homeowner's Improvement Association, Inc., on May 18, 2010, the following resolution was proposed and approved by the board:

Resolved:

WHEREAS the mission of the Stoneridge Homeowner's Improvement Association, Inc. is to maintain the parks and medians throughout the subdivision with landscaping, signage, benches, playground structures, and sidewalks in the common areas owned by the Association.

WHEREAS the existing subdivision sign at the entrance on Cliffside Drive at Square Lake Road has been damaged beyond repair and needs to be removed.

WHEREAS the new sign location and dimensions are similar to the existing sign supports the mission of Stoneridge Homeowner's Improvement Association, Inc.

IT IS RESOLVED that the Stoneridge Homeowner's Improvement Association, Inc. Board is in full support to seek approval from City of Troy to remove existing sign and replace with a new sign.

Signed:

A handwritten signature in black ink that reads "Seth Stark". The signature is written in a cursive style with a long horizontal stroke at the end.

Seth Stark, Chair
Stoneridge Homeowner's Improvement Association, Inc.

RESIDENTIAL DEVELOPMENT RIGHT-OF-WAY SIGN AGREEMENT

This Agreement is entered into on this _____ day of _____, 2012, between the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "City") and Stoneridge Subdivision Improvement Association, Inc., a non-profit Michigan Corporation, whose address is 5783 Limestone, Troy, Michigan 48085, (hereinafter referred to as the "Residential Development").

Recitals

A. The Residential Development desires to erect a new or modify a previously approved identification sign for the residential development pursuant to and in compliance with the City of Troy Code of Ordinances, specifically Chapter 85, Section 85.01.05. A. 3. (Signs in Right-of-Way). A Sign Permit Application has been submitted to the Building Department and a copy is attached to this Agreement as Exhibit A. The Residential Development is located in the City of Troy, Oakland County, Michigan.

B. The Residential Development is north of Square Lake Road and west of John R. Road. The site for the erection of the sign is the median at the entrance of Cliffside Drive at Square Lake Road which is more particularly described on the attached Exhibit B. A description of the proposed sign is attached to this Agreement as Exhibit C.

C. Chapter 85, Section 85.01.05. A. 3. provides that Troy City Council shall approve the design and materials of all residential development

identification signs. Further, the Ordinance provision requires that an Agreement be executed between the City and Residential Development specifying that the Residential Development shall assume liability for the sign and be responsible for its maintenance.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained in this Agreement, IT IS AGREED:

1. The Residential Development shall be permitted to erect a new identification sign or modify an existing identification sign which has already been approved by the City of Troy in the median at the entrance boulevard of Cliffside Drive and Square Lake Road as designated on Exhibit B. The sign shall not be more than five (5) feet in height and not more than fifty (50) feet in area as set out in Section 85.01.05 A. 3. of the City of Troy Code of Ordinances. If applicable, the height of each sign shall be subject to the corner clearance requirement of Figure 85.01.05 A as set out in the Troy Code of Ordinances as part of Section 85.01.05 A. 3.

2. The identification sign shall comply with the plans and specifications attached hereto as Exhibit B and incorporated into this Agreement and any terms and conditions for design and materials established by City Council by Resolution. Any plans and specifications must designate on their face that they have been approved by the Zoning and Compliance Specialist.

3. The Residential Development shall maintain the identification sign in good and safe condition at all times and shall make such repairs as the City may deem reasonably necessary from time to time to keep the sign in good and safe

condition. Failure to keep the sign in good and safe condition shall be considered a breach of this Agreement under Paragraph 8.

4. Any applications by the Residential Development to replace or change an identification sign erected under this Agreement and the City of Troy Code of Ordinances within a ten (10) year period after execution of this Agreement, may be approved administratively by the City of Troy, if the replacement sign or the changes to the existing sign comply with the dimensional requirements of the Code of Ordinances and the design and materials are substantially similar in nature as those approved under this Agreement and the placement of the identification sign is identical to the location approved under this Agreement.

5. The Residential Development has provided a Certificate of Insurance acceptable to the City demonstrating that general liability coverage is available for claims for personal injury or property damage caused by the sign or attributed to the placement of the identification sign in the right-of-way. Such insurance shall be in the amount of \$500,000.00 per occurrence and aggregate limit. The Certificate of Insurance shall name the City of Troy as an additional insured. The City reserves the right to modify the insurance requirements as necessary with 30 days notice to the Residential Development. The Residential Development agrees to keep said insurance or a similar policy with the above minimum insurance coverage in effect for the term of this Agreement. The Residential Development shall submit to the City of Troy Risk Management Department on the anniversary date of this Agreement a Certificate of Insurance acceptable to the City demonstrating coverage for the above insurance amounts. Additionally,

the City may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within fifteen (15) days of a request by the City, or a determination by the City that there is a lapse in coverage, shall be considered a breach of this Agreement under Paragraph 8.

6. The individual executing this Agreement on behalf of the Residential Development represents that he or she has the authority to bind the Residential Development and the individual property owners within the Residential Development to this Agreement and has provided documentation to support his or her representation. If it is determined by the City at any time hereafter that no such authority exists, this Agreement shall be null and void, and the identification sign shall be immediately removed in accordance with Paragraph 8.

7. If it becomes necessary for the City to remove the sign for an emergency purpose or to service a utility, such as but not limited to: repair of water main breaks or sewer line or electric line repair, the Residential Development shall be one hundred (100 %) responsible for the replacement of the sign. Further, the City shall not be responsible for any damage to the sign as a result of the removal. If the Residential Development fails to reinstall the sign in an identical manner, as set out in this Agreement, or fails to remove the sign from the site within thirty (30) days after the City's removal, the City may take action to remove the sign in accordance with Paragraph 8.

8. If there is a breach of this Agreement or if the Agreement becomes null and void, the City shall notify the Residential Development that it has thirty (30) days to remove the identification sign. If the Residential Development fails to

comply, the City may remove the sign and assess any costs it incurs to the Residential Development. If the Residential Development fails to pay the City's costs for removal within fifteen (15) days from the notification of the costs, the City may exercise any legal remedy to which it is entitled against the Residential Development and/or the individual property owners within the Residential Development including the pro-rata assessment of costs on each individual property owner's tax bill.

9. To the fullest extent permitted by law, the Residential Development agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, relating to the erection, maintenance, location and any other aspects of the identification sign.

10. The Residential Development shall submit a written notice of any new addresses to: Risk Management Department, City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084. Such notice of change of address shall be sent to the City of Troy within 60 days after the effective date of the change.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this Agreement has been entered into as of the
above date.

WITNESSES:

CITY OF TROY,

Janice L. Daniels, Mayor

Aileen Bittner, Clerk

RESIDENTIAL DEVELOPMENT

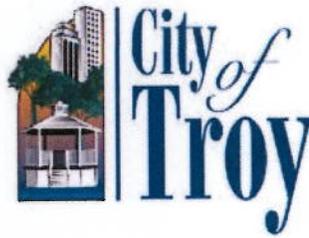
Stoneridge Subdivision Improvement
Association, Inc.

By:

Its: Chairman of the Board of Directors

CITY OF TROY SIGN PERMIT APPLICATION

CITY OF TROY PLANNING DEPARTMENT
 500 W. BIG BEAVER ROAD
 TROY, MICHIGAN 48084
 PHONE: 248- 524-3359
 FAX: 248-524-3382
 E-MAIL: evanspm@troymi.gov
 SIGN ORDINANCE ONLINE [Ctrl+click here](#)



REC'D

SEP - 9 2011

PLANNING DEPT.

SIGN PERMIT FEE SCHEDULE			
SIZE	WALL SIGN PAINTED ON WALL	WALL SIGN STRUCTURALLY ATTACHED	GROUND SIGN
UNDER 100 SQ. FT.	\$ 75.00	\$ 100.00	\$ 125.00
100 TO 199 SQ. FT.	\$100.00	\$ 125.00	\$ 150.00
200 TO 300 SQ. FT.	\$ 100.00	\$150.00	\$ 175.00
SPECIAL EVENT		\$30.00	

ADDRESS OF THE SUBJECT PROPERTY: Median entrance Cliffside Drive at Square Lake Road.

APPLICANT INFORMATION:

NAME Seth Stark

NON PROFIT COMPANY Stoneridge Homeowner's Improvement Association Inc.

ADDRESS 5783 Limestone Dr.

CITY Troy STATE MI ZIP 48085

TELEPHONE 248-879-7497

E-MAIL Seth@sethstark.com

OWNER OF SUBJECT PROPERTY:

NAME _____

NON PROFIT COMPANY Stoneridge Homeowner's Improvement Association Inc.

ADDRESS 5783 Limestone Dr

CITY Troy STATE MI ZIP 48085

TELEPHONE 248-879-7497

E-MAIL Seth@sethstark.com

TYPE OF SIGN: GROUND WALL SPECIAL EVENT

GROUND SIGN HEIGHT FROM GRADE: 4'6" FEET

ILLUMINATED SIGN?: YES NO

ELECTRICAL CONNECTIONS BY: _____

DOWNLOAD AN ELECTRICAL PERMIT APPLICATION [HERE](#)

ARE OTHER SIGNS ON THE PROPERTY?: YES NO IF YES, DESCRIBE TYPE AND SIZE BELOW:

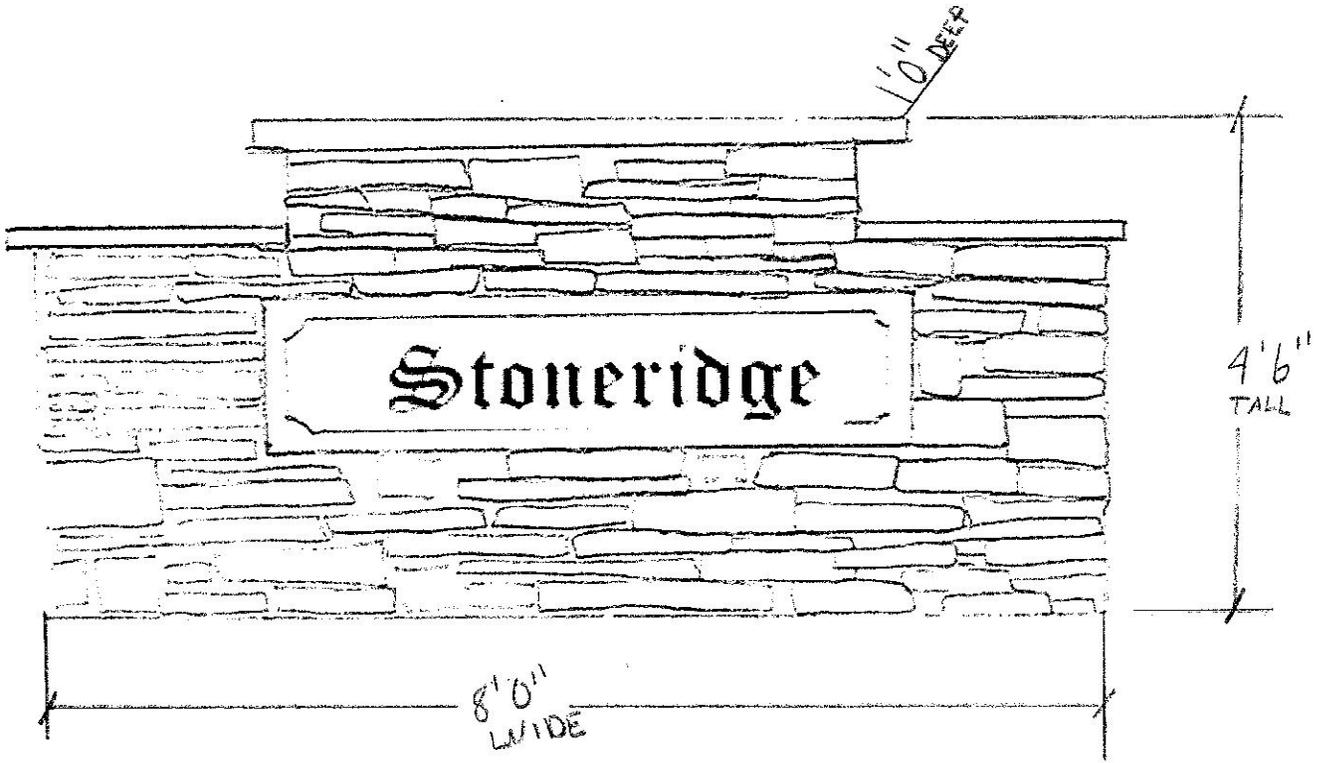
Yes - there is an existing 4' h x 8' w x 1' d sign on the property that has been damaged beyond repair. We want to remove this sign and replace it with a new sign in exactly the same location. The dimensions of the new sign are 4'6" h x 8' w x 1' d.

The undersigned hereby declare(s) under penalty of perjury that the contents of this application are true to the best of my (our) knowledge, information and belief.

The applicant accepts all responsibility for all of the measurements and dimensions contained within this application, attachments and/or plans, and the applicant releases the City of Troy and its employees, officers, and consultants from any responsibility or liability with respect thereto

SIGNATURE OF APPLICANT P. Seth Stark DATE 9/6/11

PRINT NAME: P. Seth Stark



Similar to:



LIME STONE CAPESINGH

1'0" DEEP

CULTURED
STONE
CHAYENNE
LEGG STONE

Stoneridge

4'6"
TALL

GRADE

8'8" x 16"

8'0"
WIDE

CEMENT BLOCK

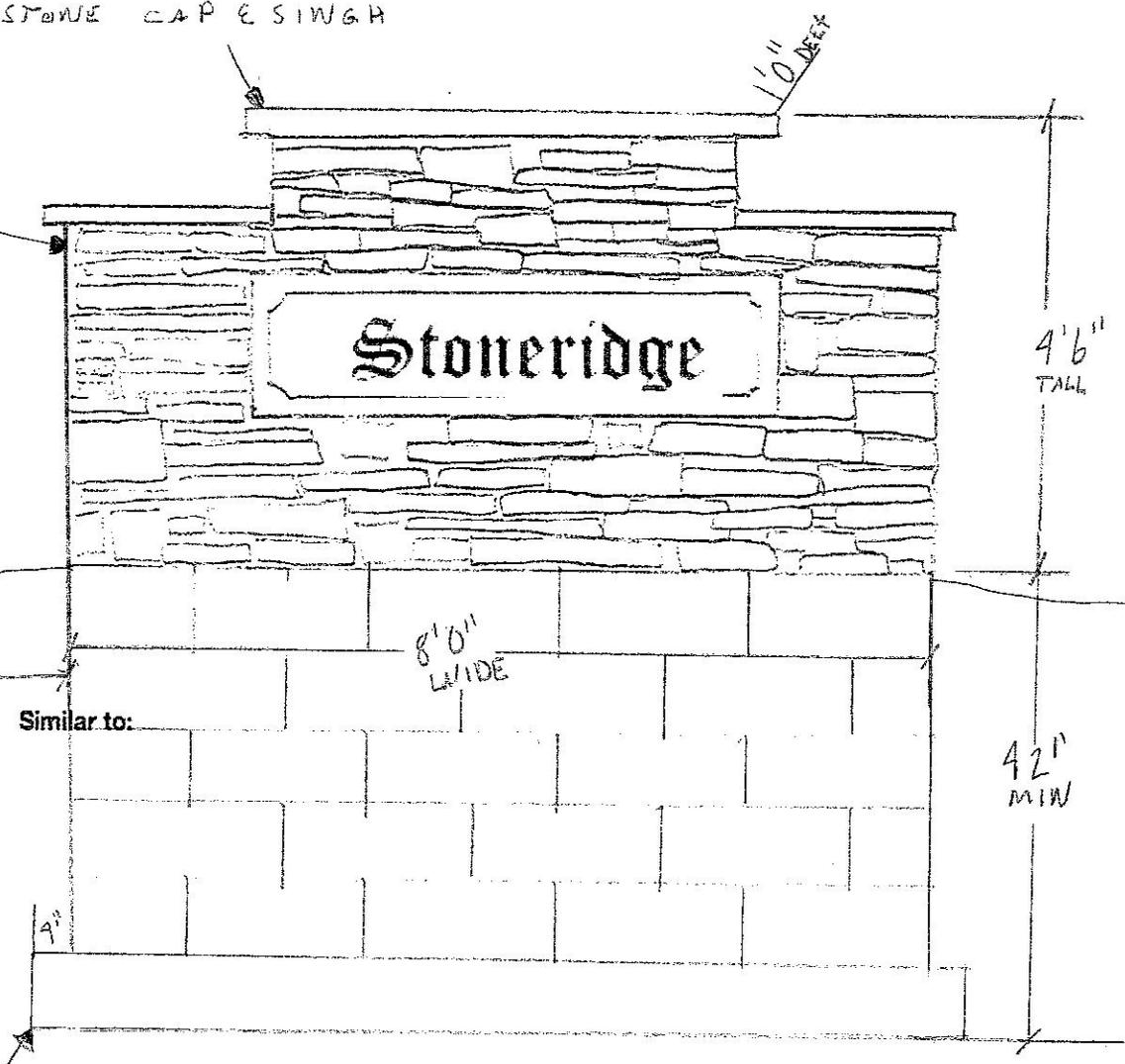
Similar to:

42"
MIN

4"

1'6" WIDE

1'0" TALL FRENCH PORED FOOTING



E SQUARE LAKE

CLIFFSIDE

48' 6"

6' 8" + 6"

existing sign

95

5



Notes

Location of Stoneridge Subdivision sign.
Entrance of Cliffside off East Square Lake.

Our proposal is to replace the sign that is already existing at this location.

Created: 09/08/2011



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency - Farmington 30777 Northwestern Highway P.O. Box 2310 Farmington Hills MI 48333	CONTACT NAME: Tim Johnston	
	PHONE (A/C No. Ext): (248) 855-6690 FAX (A/C No.): (248) 851-8070 E-MAIL ADDRESS: timj@albourdeauinsurance.com	
INSURED Stoneridge Subdivision Improvement c/o Tracy Bowden 5783 Limestone Troy MI 48085-3908	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto-Owners Insurance	18988
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2011-12 Template REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		04077146-11	9/30/2011	9/30/2012	EACH OCCURRENCE	\$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Addl Insured-City of Troy					PERSONAL & ADV INJURY	\$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 500,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 500,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Residential Homeowners Association; 386 Members.
 Location: South of Square Lake Road, West of Dequindre Road, Troy, MI.
 The City of Troy is an Additional Insured under the above policy.
 30 Days written notice on cancellations, except 10 days for non-payment.

CERTIFICATE HOLDER The City of Troy 500 W. Big Beaver Rd. Troy, MI 48084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 