



CITY COUNCIL AGENDA ITEM

Date: August 14, 2012

To: Michael Culpepper, Interim City Manager

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

Subject: Approval of Condominium Entrance Sign/Agreement, Hidden Park Condominium, west side of John R Road, between Long Lake and Wattles, Section 11

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 Hidden Park Condominium proposes to install an identification sign within the median of Sutherland Drive at the intersection of John R 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 Hidden Park Condominium entrance sign and maintenance agreement.

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

Attachments:

1. Map
2. Chapter 85 (excerpt)
3. Maintenance Agreement
4. Sign Permit Application
5. Sign Plan
6. Site Plan
7. Insurance Certificate

(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.

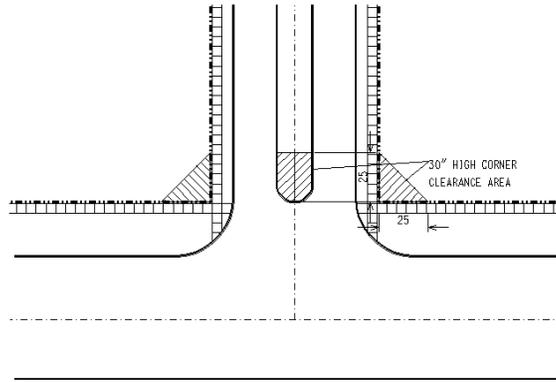


Figure 85.01.05 A

- B. Corner Clearance: Signs higher than 30 inches shall be prohibited in the triangular area formed at the intersection of any two street right-of-way lines (existing or proposed) by a straight line drawn between said right-of-way lines at a distance along each line of 25 feet from their point of intersection. No sign shall be located in that area, or project into, or overhang into the area.
- C. Roof Projecting Signs: Roof signs and projecting signs are prohibited.
- D. Fire Escapes: No signs of any kind shall be attached to or placed upon a building in such a manner as to obstruct any fire escape.
- E. Support Location: No pole, cable or support of any nature shall be placed on any publicly owned property, street right-of-way, or proposed street right-of-way.
- F. Traffic Interference: No advertising device shall be erected or maintained which simulates or imitates in size, color, lettering, or design any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.
- G. Flashing Signs: Flashing or intermittent illumination of signs shall be prohibited.
- H. Neon Tubes: Installation of neon tubing used as borders or accent strips on the exterior of any building shall be prohibited.

85.01.06 Inspections

- A. Concealed Work: In cases where fastenings are to be installed and enclosed in such a manner that the Building Inspector cannot easily remove material to see the fastenings and material used, the Sign Erector must advise the Zoning Administrator so that the inspection may be made before concealment.

(Rev. 06-07-2010)

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 Hidden Park Condominium Association, a non-profit Michigan Corporation, whose address is 850 N. Crooks, Ste 100, Clawson, MI 48017, (hereinafter referred to as the "Association").

Recitals

A. The Association desires to erect a new identification sign for Hidden Park Condominium, 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 Planning 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 south of Long Lake Road and west of John R. Road. The site for the erection of the sign is within the Sutherland Drive median at John R Road. A description of the proposed sign is attached to this Agreement as Exhibit B

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 Association specifying that the Association 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 Association 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 within the Sutherland Drive median at John R Road, Exhibit C. 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 the 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 Association 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 Association 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 Association 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 Association. The Association agrees to keep said insurance or a similar policy with the above minimum insurance coverage in effect for the term of this Agreement. The Association shall submit to the City of Troy Risk Manager 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 Association represents that he or she has the authority to bind the Association and the individual property owners within the Association 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 Association 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 Association 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 Association that it has thirty (30) days to remove the identification sign. If the Association fails to comply, the City may remove the sign and assess any costs it incurs to the Association. If the Association 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 Association 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 Association 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 Association shall submit a written notice of any new addresses to: Risk Manager, 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 Daniels, Mayor

Aileen Bittner, Clerk

HOMEOWNERS ASSOCIATION

Hidden Park Condominium Association

By:

Its:

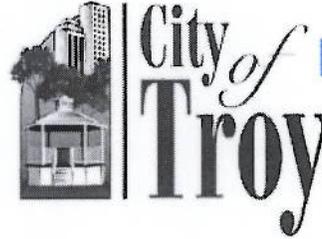
EXHIBIT A

SIGN PERMIT APPLICATION

RECEIVED

JUL 12 2012

PLANNING DEPARTMENT
500 W BIG BEAVER
TROY MI 48084
248 524 3359
evanspm@troymi.gov
SIGN ORDINANCE ONLINE [Ctrl+click here](#)



PLANNING

APPLY VIA E-MAIL - INSTRUCTIONS

1. COMBINE OR SCAN APPLICATION AND SUPPORTING DOCUMENTS INTO ONE FILE
2. E-MAIL THE FILE TO evanspm@troymi.gov
3. SIGN PERMIT WILL BE E-MAILED TO YOU

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	

PROPERTY ADDRESS: ~~4609 Sutherland~~ **SUTHERLAND DRIVE MEDIAN AT JOHN R. ROAD**

APPLICANT INFORMATION:

NAME CP VENTURES LP | CHRISTOPHER COVSINO

COMPANY **Hidden Park Condominium Association**

ADDRESS 12955 23 MILE ROAD

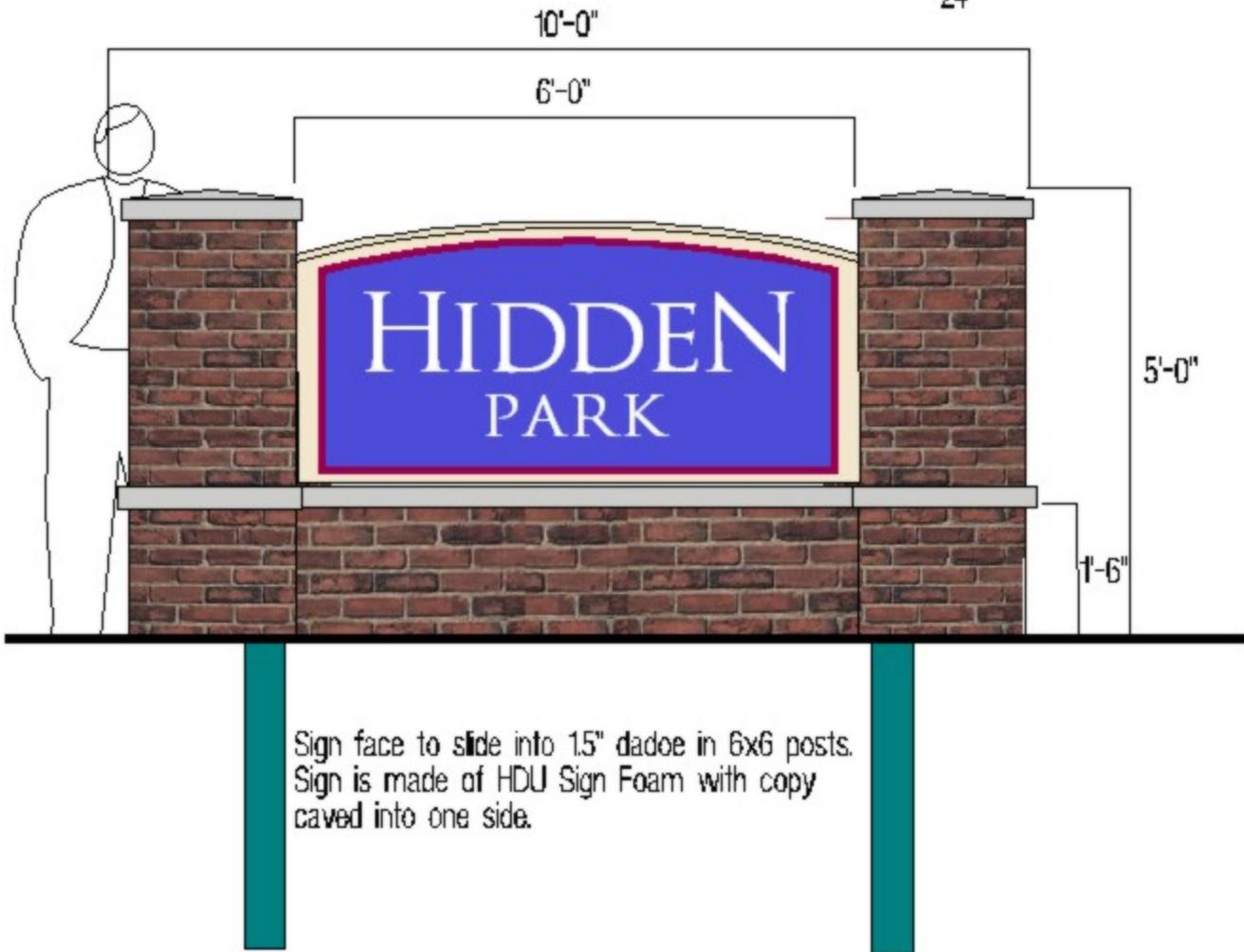
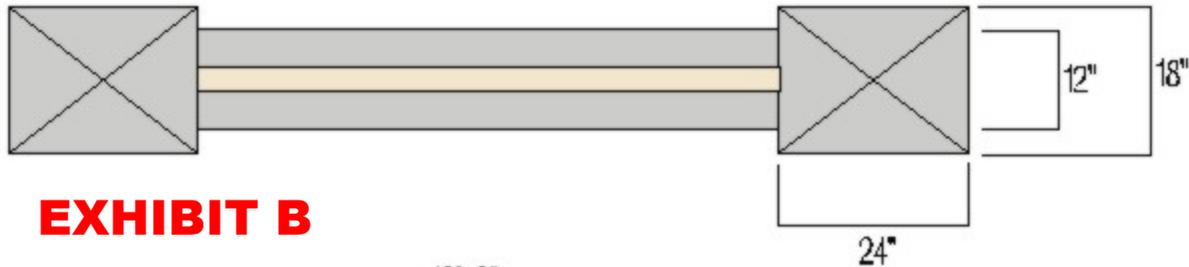
CITY SHELBY TWP STATE MI ZIP 48315

TELEPHONE 586.615.6036

E-MAIL ccovsino@deiproperties.com

TYPE OF SIGN: GROUND WALL SPECIAL EVENT

SPECIAL EVENT SIGNS: What 7 day period will signs be up? _____



All Treated Lumber. 6x6 posts 42" into ground/ concrete footing.
Treated 2x6 framing nailed and screwed with 1/2" treated plywood s
skin.

EXHIBIT C



SUTHERLAND BLVD

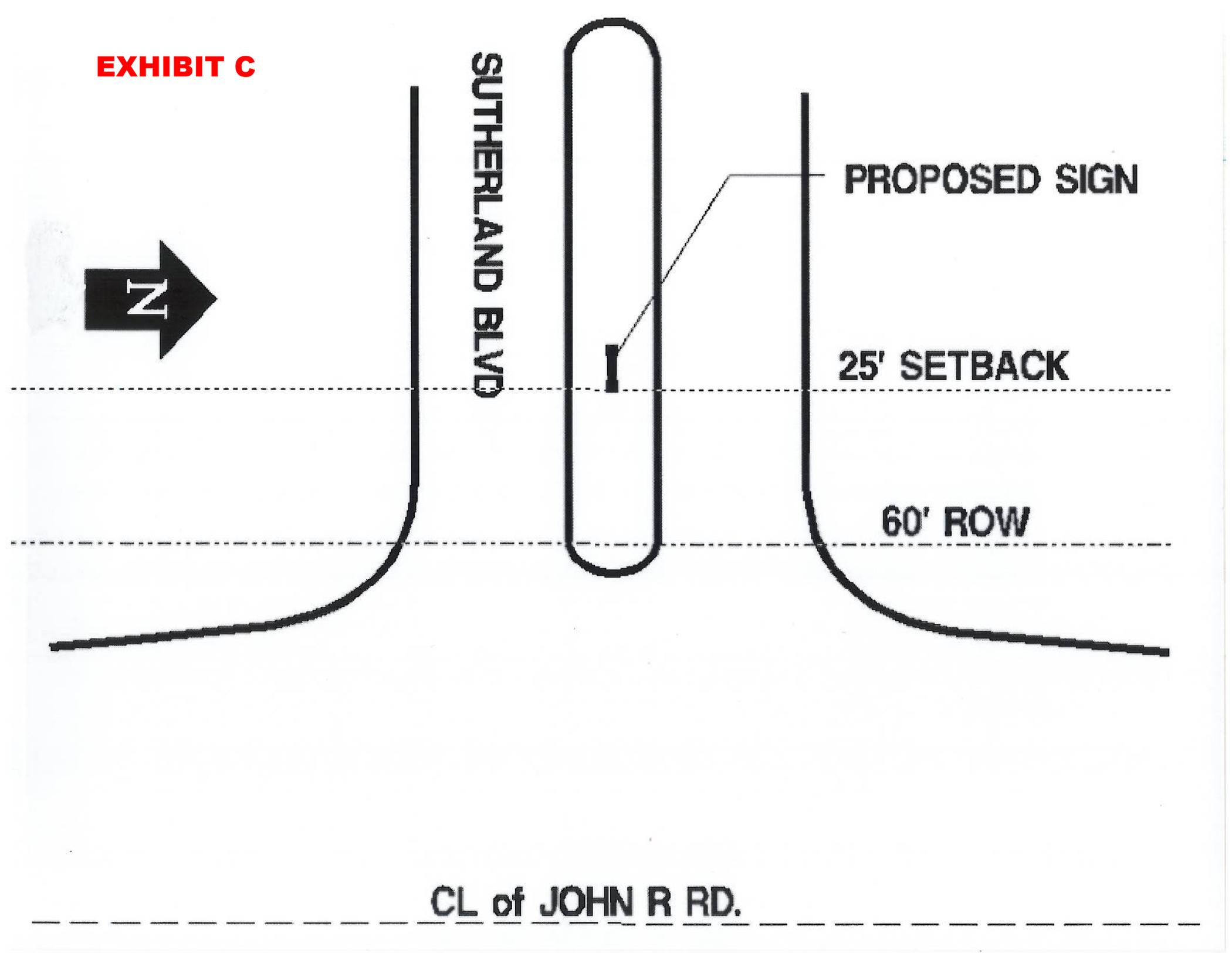


PROPOSED SIGN

25' SETBACK

60' ROW

CL of JOHN R RD.





CERTIFICATE OF LIABILITY INSURANCE

HIDDE-1

OP ID: LT

DATE (MM/DD/YYYY)
07/13/12

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 Tim Crawford Ins. Agency Inc. 1415 Walton Blvd. Rochester Hills, MI 48309 Robert Carabelli	248-402-5005 248-402-5011	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Hidden Park Condominium Associ Casa Bella Property Management 850 N Crooks Rd Ste 100 Clawson, MI 48017	INSURER A : Nw Mutual Fire Insurance Co.		23779
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ACPBPHF5705504683	03/15/12	03/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACPBPHF5705504683	03/15/12	03/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A				ACPBPHF5705504683	05/15/12	05/15/13	PROPERTY 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Troy is an additional insured under the above policy

CERTIFICATE HOLDER**CANCELLATION**

City of Troy 500 W. Big Beaver Road Troy, MI 48084	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 Robert Carabelli
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