



## CITY COUNCIL ACTION REPORT

October 31, 2006

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Services  
Mark Stimac, Director of Building and Zoning

SUBJECT: Approval of Subdivision Entrance Sign/Agreement  
Wyngate of Troy Subdivision

### Background:

- Provisions of the Troy Sign Ordinance allow for the placement of residential development identification signs within the medians of public roads.
- The homeowners association of the Wyngate of Troy Subdivision has proposed to install a sign within the median of Wyngate Drive at the intersection of Coolidge Highway.
- The proposal includes the sign permit application, sign plans, site plans, agreement between the association and the City regarding the maintenance of the sign, and an insurance certificate.
- These documents have been reviewed by staff and have been found to be in compliance with the Ordinance requirements.

### Financial Considerations:

- There are no financial considerations with this matter.

### Legal Considerations:

- Section 85.01.05 of the Troy Sign Ordinance requires that the design of the sign and the agreement for its ongoing maintenance be approved by City Council before a permit can be issued for a residential development identification sign within the median of a public street.

### Policy Considerations:

- The homeowners association is interested in utilizing the entrance sign to help establish an identity and sense of place within the subdivision (Goal 2)

Options:

- City Council can approve the sign and the agreement.
- City Council can deny the sign and the agreement.

Approved as to Form and Legality:

\_\_\_\_\_  
Lori Grigg Bluhm, City Attorney

RESIDENTIAL DEVELOPMENT RIGHT-OF-WAY SIGN AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "City") and Wyngate of Troy Homeowners Association, whose address is 1692 Wyngate Street, Troy, Michigan 48098, (hereinafter referred to as the "Residential Development").

Recitals

A. The Residential Development desires to erect an 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 between Coolidge Road and Crooks Road and South Boulevard and Square Lake Road. The site for the erection of the sign is the median at the entrance boulevard of Coolidge 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 an identification sign in the median at the entrance boulevard off Coolidge 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 Director of Building and Zoning.

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 7.

4. 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 7.

5. 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 7.

6. 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 7.

7. 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.

8. 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.

9. Wyngate of Troy Homewoners Association 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.

10. 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,

\_\_\_\_\_

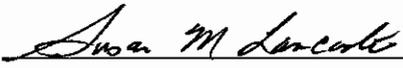
\_\_\_\_\_  
Louise E. Schilling, Mayor

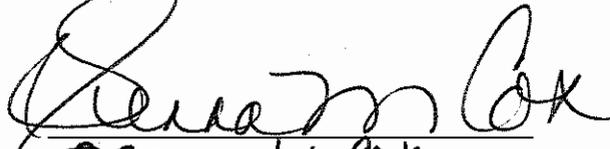
---

Tonni Bartholomew, Clerk

RESIDENTIAL DEVELOPMENT

Wyngate of Troy Homeowners  
Association,

  
\_\_\_\_\_  
SUSAN M. LANCASTER

  
\_\_\_\_\_  
Senna M. COX

  
\_\_\_\_\_  
By: Mark J. Dardzinski  
Its: President

RECEIVED

OCT 25 2007

BUILDING DEPT.

SIGN



SIGN PERMIT APPLICATION

CITY OF TROY

DEPARTMENT OF BUILDING INSPECTIONS

500 W. BIG BEAVER ROAD

TROY, MICHIGAN 48084

Phone: 248-524-3344

Fax: 248-689-3120

Date: \_\_\_\_\_

Project Information

Job Address: WYNGATE Suite # \_\_\_\_\_ Sidwell # \_\_\_\_\_

Property Owner: WYNGATE OF TROY H.O.A. Address: 1692 WYNGATE DR. TROY 48084 Phone # 248-879-8232

Type of Sign:  Ground  Wall  Special Event  Sign Renewal Zoning District: \_\_\_\_\_

Sq. Ft. Area of Front of Building Structure: \_\_\_\_\_ Land Area (if parcel is vacant): \_\_\_\_\_

Sign Size: Width 11' Height 5' Sq. Ft. Area: 55

Ground Sign: Height from grade to top of sign 5' Distance from ultimate right-of-way 3'

Are other signs located on property?  No  Yes Type \_\_\_\_\_ Size \_\_\_\_\_

Copy on sign: WYNGATE

Illuminated Sign  Yes  No Electrical Connections by: \_\_\_\_\_

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	

Applicant/Contractor Information

Name: MARK J. DAROZINSKI Phone: 248-879-8232 Fax: 248-643-8276

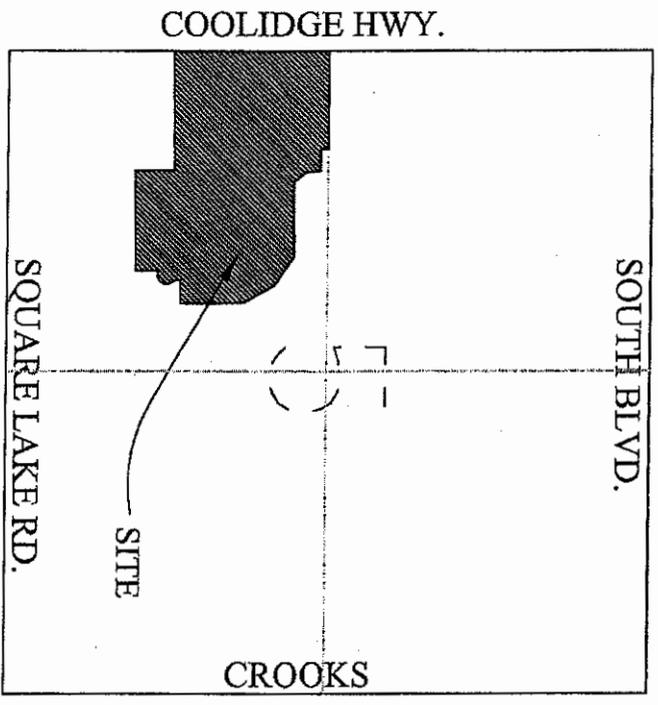
Address: 1692 WYNGATE City: TROY State: MI Zip: 48084

Signature of Applicant Mark J. Darozinski License # \_\_\_\_\_

FOR OFFICE USE ONLY:

Variance Granted?  No  Yes Date: \_\_\_\_\_

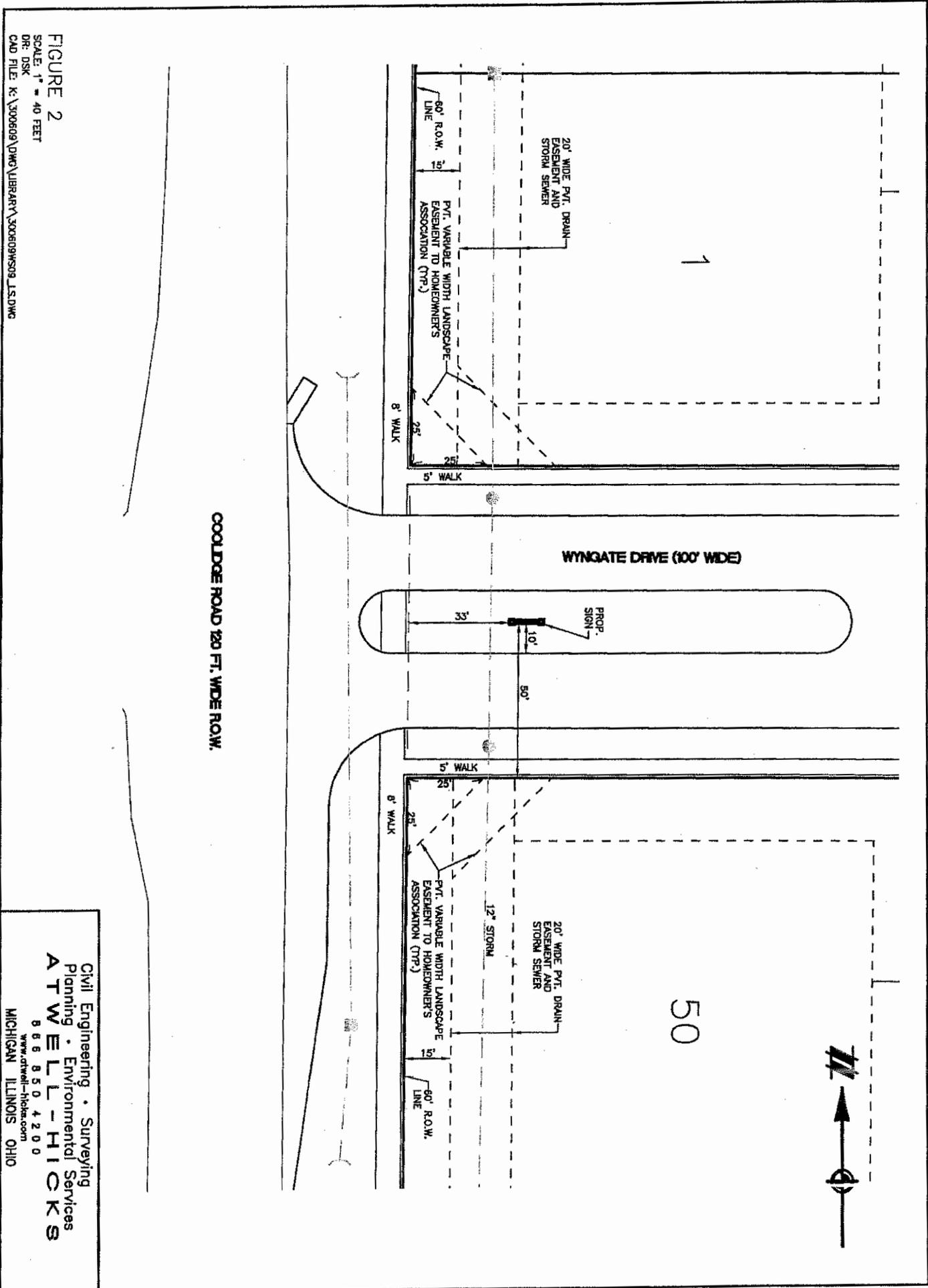
Special Stipulations \_\_\_\_\_



**LOCATION MAP**  
NOT TO SCALE

FIGURE 1  
SCALE: NOT TO SCALE  
DR: DSK  
CAD FILE: K:\300609\DWG\LIBRARY\300609MS09.LS.DWG

Civil Engineering • Surveying  
Planning • Environmental Services  
**ATWELL-HICKS**  
866.850.4200  
www.atwell-hicks.com  
MICHIGAN ILLINOIS OHIO

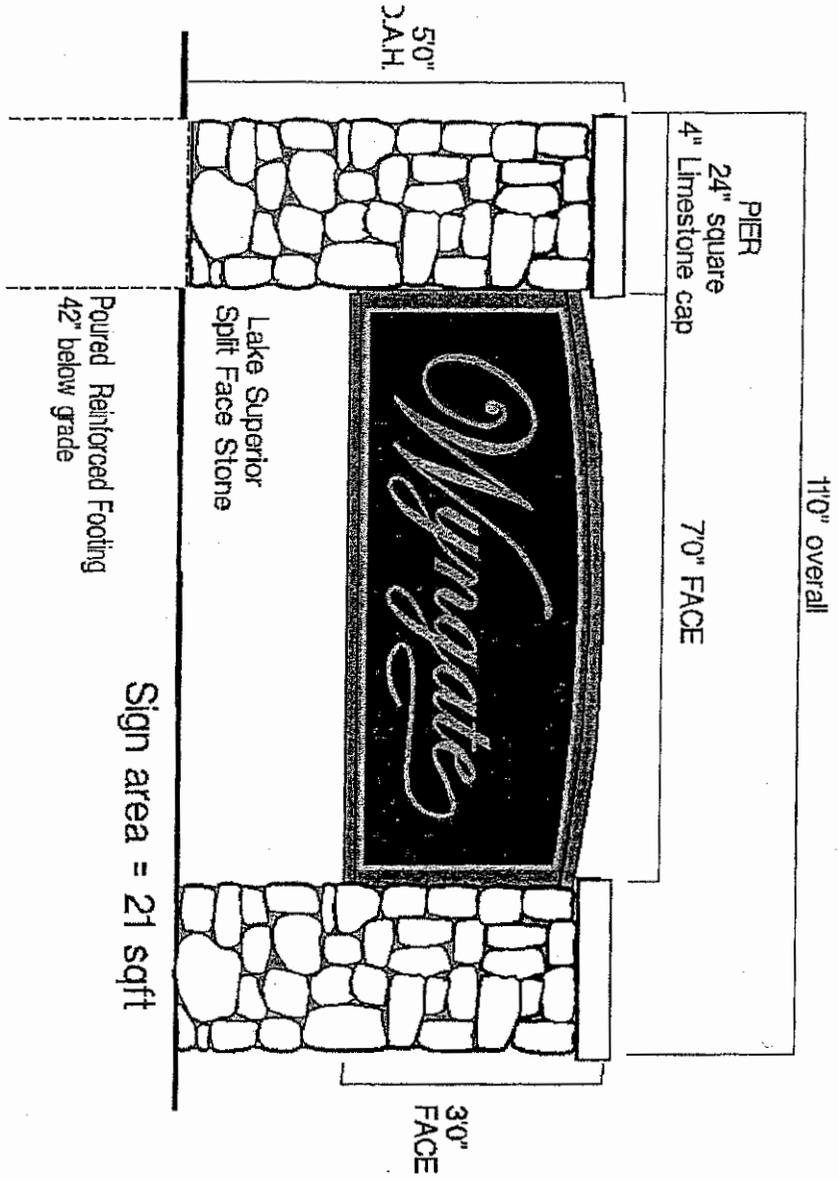


COOLIDGE ROAD 120 FT. WIDE ROW.

FIGURE 2  
 SCALE: 1" = 40 FEET  
 DR: DSK  
 CAD FILE: K:\3006109\DWG\LIBRARY\3006109MS09\_1.SDWG

Civil Engineering • Surveying  
 Planning • Environmental Services  
**ATWELL-HICKS**  
 888.850.4200  
 www.atwell-hicks.com  
 MICHIGAN ILLINOIS OHIO

Exhibit B



Poured Reinforced Footing  
42" below grade

Sign area = 21 sqft

Lake Superior  
Split Face Stone

PIER  
24" square  
4" Limestone cap

7'0" FACE

11'0" overall

5'0"  
DAH

3'0"  
FACE

NOTES:

1. MAINTAIN THE PROPOSED LANDSCAPE PLAN FROM KENNETH WEIKAL LANDSCAPE ARCHITECTS, DATED 8-26-04. HOWEVER, RELOCATE THE PROPOSED SIGN AND PLANTINGS 20' TO COMPLY WITH THE CITY ORDINANCE 7.01.02, WHICH STATES -

"NO SIGN ABOVE A HEIGHT OF 30 INCHES SHALL BE LOCATED WITHIN, PROJECT INTO, OR OVERHANG 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' FROM THEIR POINT OF INTERSECTION."

FIGURE 3  
SCALE: NOT TO SCALE  
DR: DSK  
CAD FILE: K:\300809\DWG\LIBRARY\300809MS09\_LSDWG

Civil Engineering • Surveying  
Planning • Environmental Services  
**ATWELL-HICKS**  
866.850.4200  
www.atwell-hicks.com  
MICHIGAN ILLINOIS OHIO

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2006

PRODUCER  
**Oswald Poyle**  
555 South Old Woodward Avenue  
Suite 22U  
Birmingham, MI 48009  
(248) 433-1466

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
**Wyngate of Troy Homeowners Association**  
P.O. Box 4671  
Troy, MI 48099

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Harleysville/Lake States Insurance	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MPA6J7408	3/21/2006	3/21/2007	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				ALTO ONLY - EA ACCIDENT	\$
							OTHER THAN AL TO ONLY: EA ACC	\$
							AL TO ONLY: AGG	\$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
			OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Certificate holder is additional insured as respects general liability.

### CERTIFICATE HOLDER

City of Troy  
500 W. Big Beaver  
Troy, MI 48064-

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

April 20, 2006

To Whom It May Concern:

A motion made by Yu Zhang of 1851 New Castle and seconded by Tejas Desai of 1823 Fireside Dr. and passed by a majority vote to authorize Mark Dardzinski of 1692 Wyngate Dr. to sign the agreement on behalf of the Wyngate of Troy Home Owners Association pursuant to the By-Laws and rules of the Home Owners Association.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tejas Desai', written in a cursive style with a large loop at the end.

Tejas Desai, Secretary  
Wyngate of Troy Home Owners Association  
Board of Directors