



CITY COUNCIL AGENDA ITEM

Date: August 8, 2013

To: Brian Kischnick, 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, Hickory Heights North Subdivision, west side of Beach Road, between Long Lake Road and Square Lake Road

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 Hickory Heights North Subdivision proposes to place a sign within the median of Fox Chase at the intersection of Beach Road. The attached proposal includes a Subdivision Association Board resolution, an agreement between the Association and the City regarding the maintenance of the sign, the sign permit application, a sign plan, a site plan, and an insurance certificate. These documents have been reviewed by staff and have been found to be in compliance with the Ordinance requirements.

Recommendation

We recommend City Council approve the agreement.

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

Attachments:

1. Map
2. Chapter 85 (excerpt)
3. Hickory Heights Park Association Board Resolution
4. Maintenance Agreement
5. Sign Permit Application
6. Site Plans
7. Sign Plans
8. Insurance Certificate



Legend

Parcels

Notes

Hickory Heights North Entrance Sign

243.6 0 121.78 243.6 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

(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.

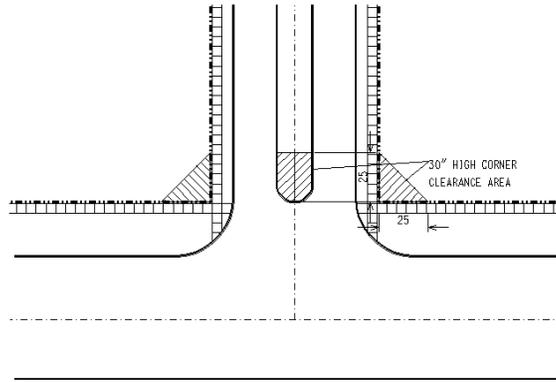


Figure 85.01.05 A

- 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)

RECEIVED

AUG -1 2013

PLANNING

**HICKORY HEIGHTS PARK ASSOCIATION
ROW AGREEMENT BOARD RESOLUTION**

July 22, 2013

To the City of Troy:

This is to certify that on Monday, July 8, 2013, at a regular scheduled board meeting of the Hickory Heights Park Association, the Board of Directors authorized Carl Jaworski, a director and treasurer of the Hickory Heights Park Association, on behalf of the Hickory Heights Park Association, to enter into the ROW Agreement with the City of Troy for signage at Fox Chase and Beach Road.



Jim Adams, President

Hickory Heights Park Association

RESIDENTIAL DEVELOPMENT RIGHT-OF-WAY SIGN AGREEMENT

This Agreement is entered into on _____, between the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the “City”) and Hickory Heights Park Association, a non-profit Michigan Corporation, whose address is P.O. Box 242, Troy, Michigan 48099, (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 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 north of Long Lake Road and west of Beach Road. The site for the erection of the sign is the median at the entrance of Fox Chase at Beach Road which is more particularly described on the attached Exhibits B & C. A description of the proposed sign is attached to this Agreement as Exhibits D and E

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 Fox Chase at Beach Road as designated on Exhibits B and 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 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 Exhibits D and E 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 Purchasing 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: Purchasing 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,

Dane Slater, Mayor

Aileen Bittner, Clerk

RESIDENTIAL DEVELOPMENT

Hickory Heights Park Association

By: Carl Jaworski
Its: Treasurer of the Board of Directors

EXHIBIT A

SIGN PERMIT APPLICATION

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



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: BEACH RD & FOX CHASE

APPLICANT INFORMATION:

NAME ALBERT F. LALONDE
COMPANY CREATIVE DESIGNS & SIGNS
ADDRESS 146 CESAR E. CHAVEZ
CITY PONTIAC STATE MI ZIP 48342
TELEPHONE 248-334-5580
E-MAIL ALBERTERAK@COMCAST.NET

TYPE OF SIGN: GROUND WALL SPECIAL EVENT

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

5/2012

SIGN PERMIT APPLICATION

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:

The undersigned hereby declare(s) under penalty of perjury that the contents of this application are true to the best of my 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

Albert F Lalonde DATE 6-21-2013

PRINT NAME:

ALBERT F. LALONDE

5/2012

5569

5562

2441

EXHIBIT B

2433

5543

5544

FOX CHASE

LEACH

2409

2559

2537

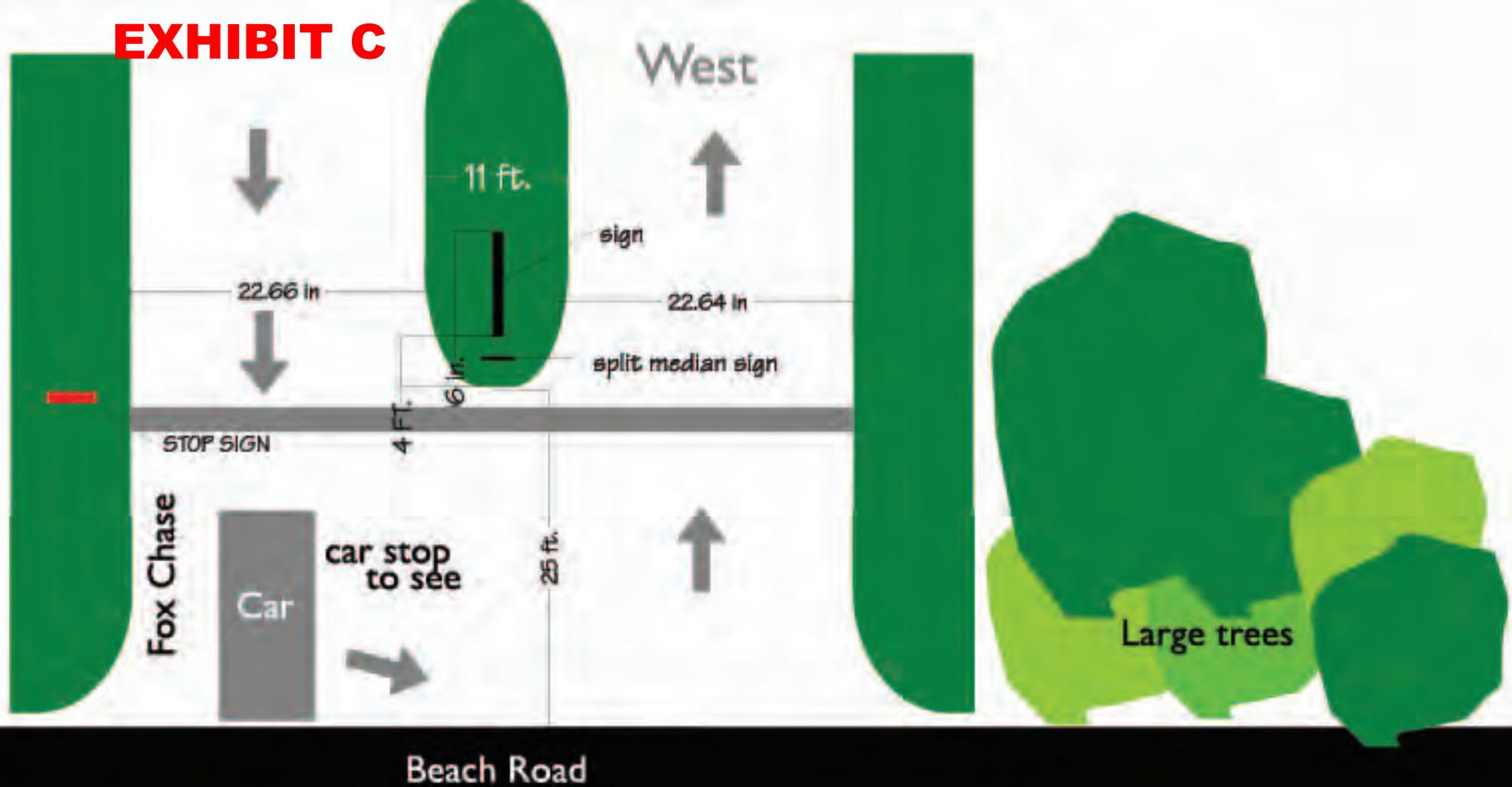
2511

2419

2417



EXHIBIT C



Site plan for Hickory Heights entry sign



tel 248.334.5580 • fax 248.334.1109
 146 Cesar Chavez Avenue
 Pontiac, Michigan 48342
 michigan sign company.com
 © copyright creative designs & signs, inc. 2012

date
 6.21.2012

client
 Hickory Heights

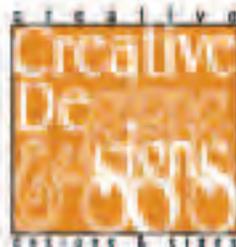
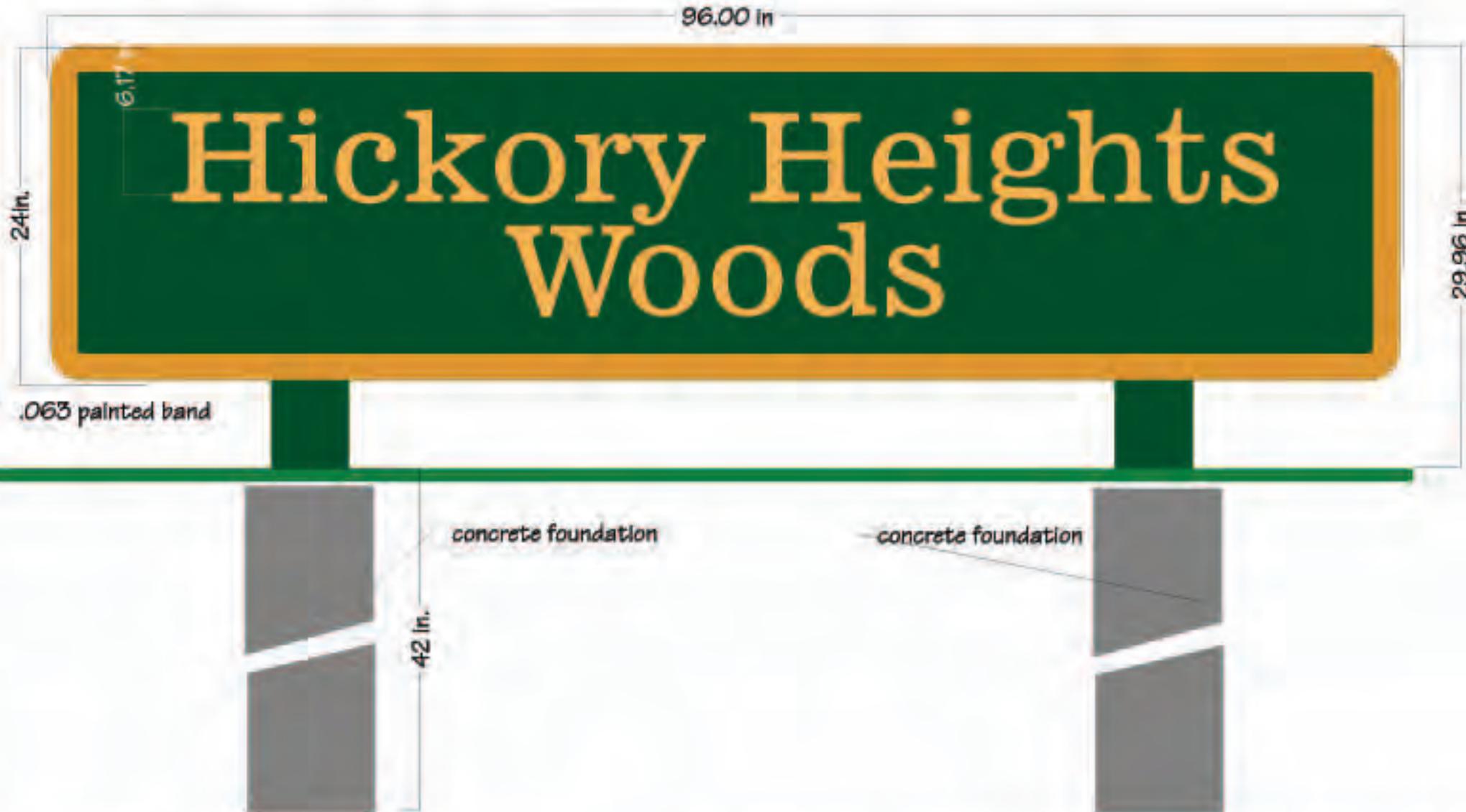
X

This proof is for your approval of spelling + design. Please verify all information, including dimensions and colors. Fabrication will be based on your approval. Changes to any signs after your approval will be at an additional cost.

Beach Rd. & Fox Chase Rd.

EXHIBIT D

Side view



tel 248.334.5580 • fax 248.334.1109
 146 Cesar Chavez Avenue
 Pontiac, Michigan 48342
 michigan sign company.com
 © copyright CREATIVE DESIGNS + SIGNS, INC. 2011

date

6.20.2013

client

Carl Jarworski

(1) Double sided HDU sign, V carved letters Gold leafed
 Background painted Green 6468 S W Hunt Green
 .063 aluminum band top & two sides
 Painted gold

Side view

EXHIBIT E

96.00 in

24 in.

6.17 in

30.00 in

Hickory Heights Woods

.063 painted band

Michigan Sign Company, Inc.
146 Cesar Chavez Avenue
Pontiac, Michigan 48342
tel 248.334.5580 • fax 248.334.1109
michigansigncompany.com

© copyright CREATIVE DESIGNS & SIGNS, INC. 2011

(1) Double sided HDU sign, V carved letters Gold leafed
Background painted Green 6468 S W Hunt Green
.063 aluminum band top & two sides
Painted gold



tel 248.334.5580 • fax 248.334.1109
146 Cesar Chavez Avenue
Pontiac, Michigan 48342
michigansigncompany.com
© copyright CREATIVE DESIGNS & SIGNS, INC. 2011

date

6.20.2013

client

Carl Jarworski

X

This sign is for your approval of quality & design. Please verify all information including dimensions and colors. Substitution will be based on your approval. Changes to this sign after your approval will be an additional cost.

This sign design is the exclusive property of Creative Designs & Signs, Inc. and cannot be used without written consent. Use of our designs without a written contract is subject to a \$1000 design fee.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/9/2013

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 Mason McBride, Inc 3290 West Big Beaver Road #503 P.O. Box 7028 Troy MI 48007-7028	CONTACT NAME: Veronica Oliver PHONE (A/C, No, Ext): (248) 822-7170 FAX (A/C, No): (248) 822-7150 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Auto Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance Co	18988	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Hickory Heights Park Association Attn: Treasurer Post Office Box 242 Troy MI 48099															

COVERAGES CERTIFICATE NUMBER: CL137900217 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		0415022713	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)
City of Troy is added as additional insured as respects to General Liability per written contract.

CERTIFICATE HOLDER City of Troy Planning Dept. - Paul Evans 500 W. Big Beaver Road 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 Scott McBride/VOLIV <i>Scott P. McBride</i>
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