

DATE: April 11, 2005

TO: John Szerlag, City Manager

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

SUBJECT: Agenda Item
Approval of Subdivision Entrance Sign/Agreement
Cedar Ridge Estates Subdivision

In November of 2001, City Council made revisions to the Sign Ordinance that allowed for the placement of subdivision entranceway signs in the medians of public streets. Those revisions required that in order to place a sign within a median, In this case the proposed sign is not proposed to be placed within the street median but rather in the detention pond parcel located adjacent to the subdivision entrance. Since this detention pond parcel is owned by the City of Troy, we are proposing to use the same procedure to review and approve the sign. That procedure requires that City Council must approve the sign design and materials. It also requires the submission of an agreement for the maintenance and liability for the sign.

At this time we have completed work on a sign proposed by the Cedar Ridge Estates Homeowners Association. Staff has reviewed the design of the sign as well as the language of the agreement and the supporting documentation and recommends approval.

We will be happy to answer any questions that you may have regarding this request.

Reviewed as to form and Legality _____
Lori Grigg-Bluhm, City Attorney Date _____

RESIDENTIAL DEVELOPMENT SIGN AGREEMENT

This Agreement is entered into on this _____ day of _____, 2005, between the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter referred to as the "City") and Cedar Ridge Estates Homeowners Association, whose address is P.O. Box 99301, Troy, Michigan 48099, (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, however, is unable to place a sign on private property and request that the identification sign be place on City of Troy property, specifically property owned by the City for a detention basis. This request is similar to requests made for placement of homeowner association signs in a City owner right-of-way under Chapter 78, Section 7.01.01 (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.

B. The Residential Development is located in the City of Troy, Oakland County, Michigan. The Residential Development is between Big Beaver Road and Wattles Road and John R Road and Dequindre Road. The site for the erection of the sign is located on the detention basin property owned by the City of Troy more particularly described on the attached Exhibit B and Exhibit C. A description of the proposed sign is attached to this Agreement as Exhibit D.

C. Chapter 78, Section 7.01.01. provides that Troy City Council shall approve the design and materials of all residential development identification signs and 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. This agreement is similar to Section 7.01.01 agreements.

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 on property owned by the City of Troy for a detention basis at Cedar Knoll Drive and Big Beaver Road as set out in this Agreement.

2. The identification sign shall comply with the plans and specifications attached hereto as Exhibits A, B, C and D and incorporated into this Agreement and any terms and conditions for design and materials established by City Council by Resolution. The installation of the sign includes the installation of up to one cubic yard of mulch or similar fill material around the base of the sign to level out the grade. 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 on City property. 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, such as but not limited to: repair of water main breaks, repair of sewer line or electric line or to service a utility, if any, 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. 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. Shilling, Mayor

Tonni Bartholomew, Clerk

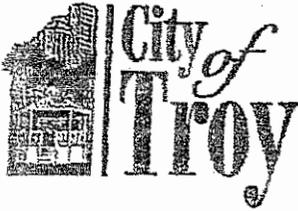
RESIDENTIAL DEVELOPMENT

Cedar Ridge Homeowners Association,

J. Nagabhushan

By: NAGABHUSHANAM JASTI
Its: President

By:
Its:



SIGN PERMIT APPLICATION

CITY OF TROY
DEPARTMENT OF BUILDING INSPECTIONS
500 W. BIG BEAVER ROAD
TROY, MICHIGAN 48064
Phone: 248-524-3344
Fax: 248-689-3120

S
I
G
N

Date: 11/21/04

Project Information → N.E. CORNER CEDAR KNOLL + E. BIG BEAVER
Job Address: P.O. Box 99301, Troy Suite # _____ Sidwell # 88-20-24-377-057

Property Owner: CEDAR RIDGE ESTATES HOA Address: _____ Phone # _____

Type of Sign: Ground Wall Special Event Sign Renewal Zoning District: R

Sq. Ft. Area of Front of Building Structure: 55 sq ft Land Area (if parcel is vacant): _____

Sign Size: Width 12' 10" Height 65 1/2' 5x5' Sq. Ft. Area: 55

Ground Sign: Height from grade to top of sign 65 1/2' Distance from ultimate right-of-way 8 1/2' + 11'

(See request for variance on corner letter)

Are other signs located on property? No Yes Type _____ Size _____

Copy on sign: CEDAR RIDGE ESTATES

Illuminated Sign Yes No Electrical Connections by: _____

Size	SIGN PERMIT FEE SCHEDULE		Ground Sign
	Wall Sign Painted on Wall	Wall Sign Structurally Attached	
Under 100 sq. ft.	\$ 75.00	\$ 100.00	<u>\$ 125.00</u>
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: Signs + More Phone: (248) 519-7446 Fax: (248) 519-0502
Address: 5369 Crooks Rd City: Troy State: MI Zip: 48068

Signature of Applicant: [Signature] License # _____

FOR OFFICE USE ONLY:

Variance Granted? No Yes Date: _____

Special Stipulations _____

Date approved: _____ Fee: _____ Approved by: _____

Exhibit A

RECEIVED

NOV 22 2004

BUILDING DEPARTMENT

EXHIBIT B

The description of the property is as follows:

Town 2 North, Range 11 East, Section 24 Oakland County Condominium Plan No. 1350, Cedar Ridge Estates, Detention Area, as recorded in Liber 22943, Page 196, Oakland County Records

Cedar Ridge - SIGN PLACEMENT

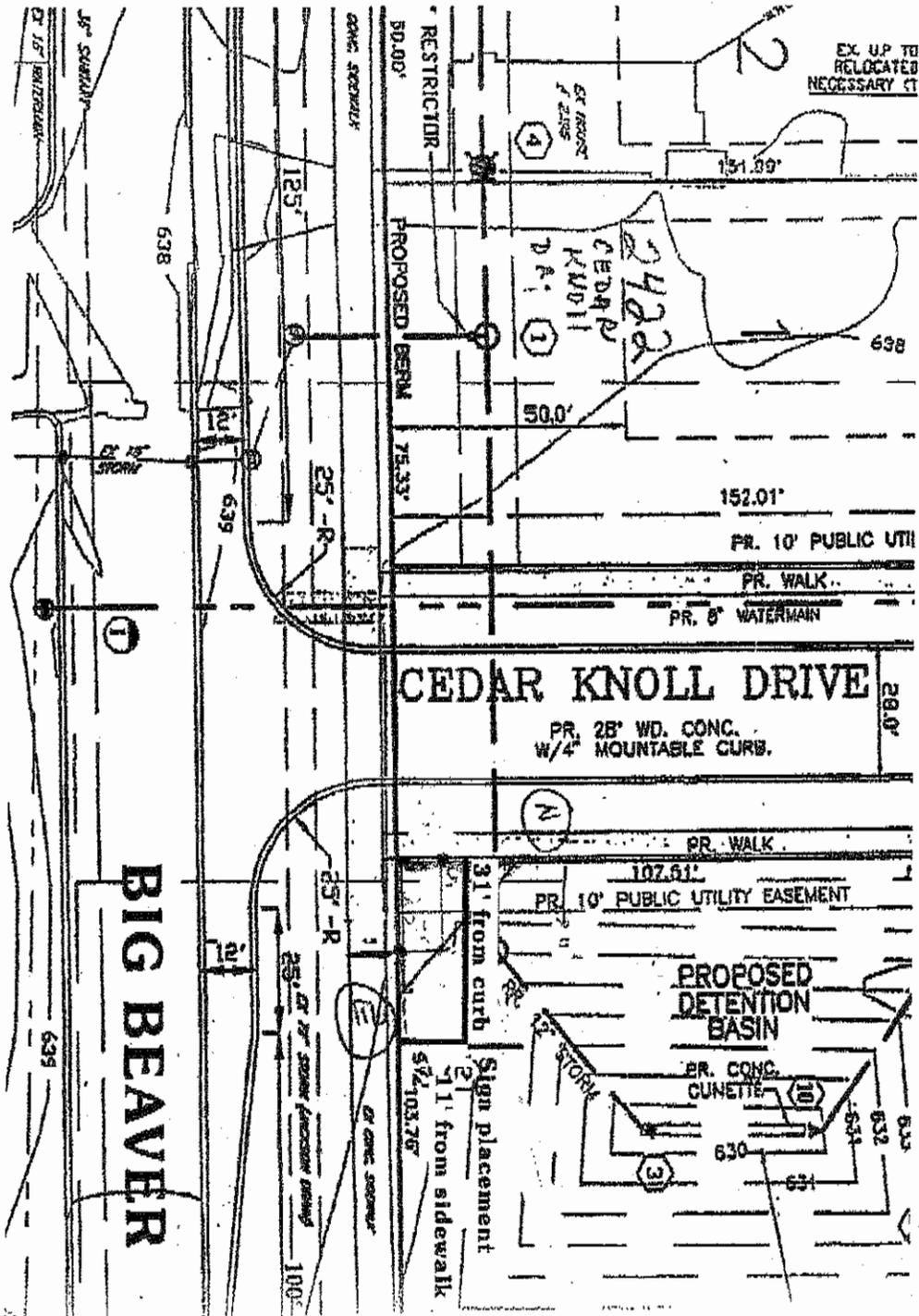
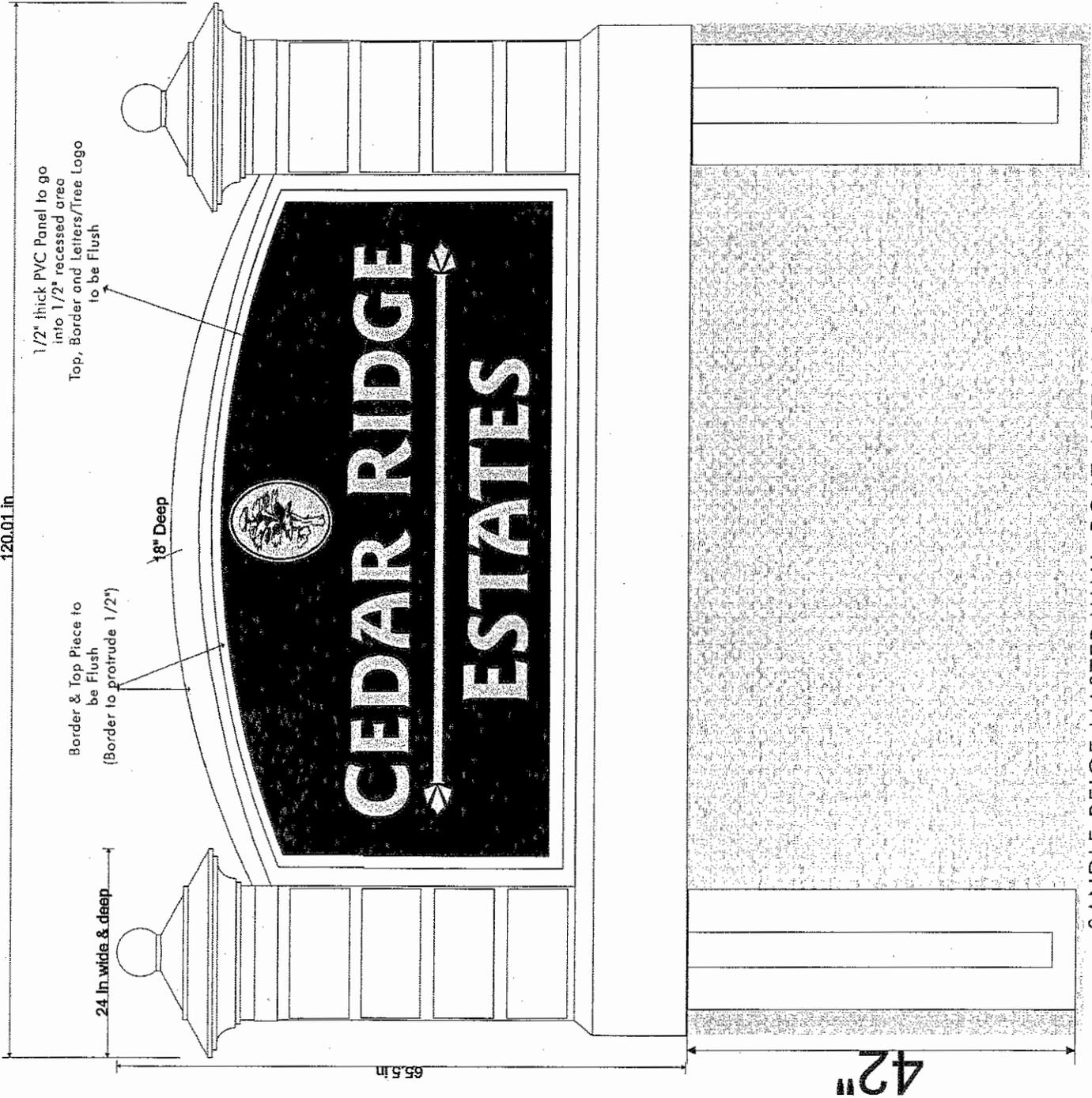
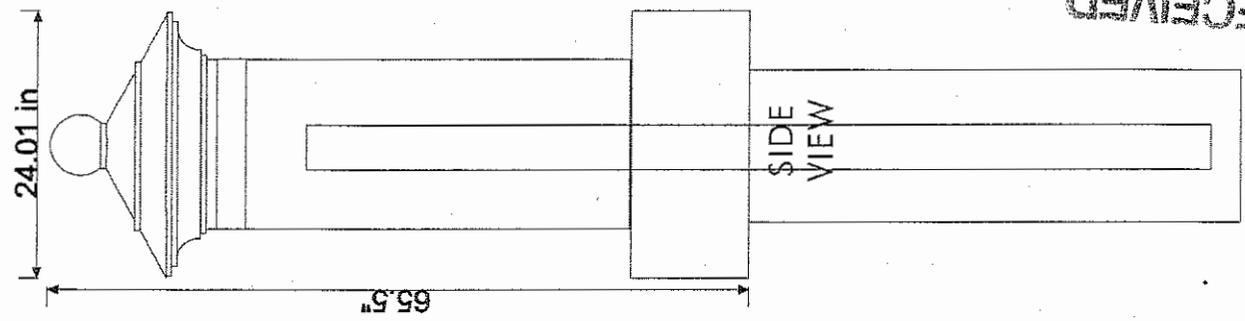


Exhibit C

RECEIVED



SANDLE BEIGE MASTER WALL COAT, METALLIC GOLD LETTERING
 BOTTLE GREEN PVC PANEL (BACKGROUND)

10'

65.5 in

42"

EXHIBIT D

6.5

MAR 16 2005 PM 1:26

March 15, 2005

City of Troy
City ATTORNEY'S Office

Ms. Susan Lancaster
Assistant City Attorney for Troy
500 W. Big Beaver
Troy, MI - 48084

Re: Cedar Ridge Estates Homeowners Association agreement with City of
Troy for installing subdivision sign on City property

Dear Ms. Lancaster,

Homeowners of twenty-one homes, out of the total twenty-seven, in Cedar Ridge Estates subdivision have authorized the President of Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin.

Please find enclosed 3 sets of signed agreement, copies of Homeowner Authorization from twenty-one Homeowners and the certificate of insurance.

Please call me @ 248-524-1868, if you need further information.

Thank you.

Sincerely,

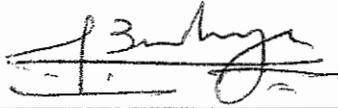
J. Nagabhushanam

Nagabhushanam Jasti
President, Cedar Ridge Estates Homeowners Association
P.O. Box 99301
Troy, MI - 48099

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:



Name:

BALAGURU LAKSHIMIAH

Homeowner of:

2410 CEDAR KNOLL DR

Date:

2/21/2005

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Punithan

Name:

Rajesh and Punitha Viakud

Homeowner of:

2398 Cedar Knoll Dr

Date:

2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

S. Arunthi

Name:

ARUNA J SUNKARA

Homeowner of:

2386 Cedar Knoll Dr, TROY, MI-48083

Date:

02/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

J. Nagabhushanam

Name:

NAGABHUSHANAM JASTI

Homeowner of:

2374 CEDAR KNOLL DR

Date:

2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Vergara

Name:

CARITO VERGARA

Homeowner of:

2362 CEDAR KNOLL DR.

Date:

02-21-05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

K Sree Kumar

Name:

SREEKUMAR KAMBATH

Homeowner of:

2350, CEDAR KNOLL DR

Date:

02/13/2005

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Shan P. Lau

Name:

Shan P. Lau

Homeowner of:

2338 Cedar Knoll Dr.

Date:

2-15-05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Rajender Sandadi

Name:

Rajender Sandadi

Homeowner of:

2326 Cedar Knoll Dr. Troy, MI 48083

Date:

2/21/2005

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Akshaya Ray

Name:

Akshaya Ray

Homeowner of:

2314 Cedar Knoll Dr, Troy, MI - 48083

Date:

2/23/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Sailasa Peddi Reddy

Name:

SAILASA PEDDIREDDY

Homeowner of:

2302

Date:

2/21/05

**Cedar Ridge Estates Homeowner Association
Homeowner Authorization**

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Hui Ling Mei

Name:

Hui Ling Mei

Homeowner of:

Jun ming Huang & Hui Ling Mei (2289)

Date:

2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

ARahman

Name:

Mr H. Rahman

Homeowner of:

2325 Cedar Knoll Dr. (Unit #16)

Date:

2/20/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

A.V. Raghunathan

Name:

Victor Addepalli

Homeowner of:

2337 Cedar Knoll Dr.

Date:

2/13/2005

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature: yu yan Huang

Name: yu YAN HUANG

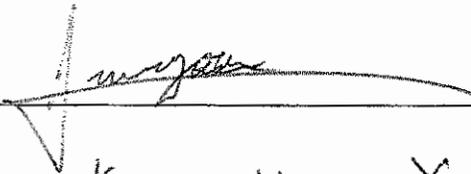
Homeowner of: Wen Tin ye, 1/9 yu yan Huang (2349)

Date: 2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:



Name:

Kyung Youn Yun

Homeowner of:

2361 Cedar Knoll Dr.

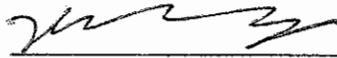
Date:

2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:



Name:

Xinchun Gong

Homeowner of:

2385 Cedar Knoll Dr.

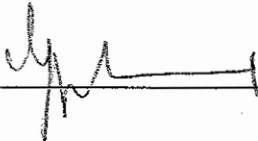
Date:

2/21/2005

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:



Name:

GOPU CHERIYAM

Homeowner of:

2409 CEDAR KNOLL DR., TROY, MI-48083

Date:

2/21/05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Rekha Pandya / Ramesh G. Gopalaswamy

Name:

REKHA PANDYA / RAMESH G. GOPALASWAMY

Homeowner of:

2421 CEDAR KNOLL DRIVE

Date:

2/24/05

**Cedar Ridge Estates Homeowner Association
Homeowner Authorization**

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:

Bruce Goldberg

Name:

MR + MRS BRUCE GOLDBERG

Homeowner of:

2445 CEDAR KNOLL DRIVE

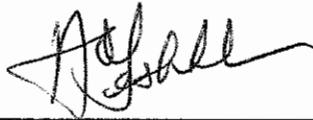
Date:

2-21-05

Cedar Ridge Estates Homeowner Association Homeowner Authorization

I, the undersigned, do hereby authorize the President of Cedar Ridge Estates Homeowner Association to sign an agreement with City of Troy to install the subdivision sign on the detention basin. I have read the agreement proposed by City of Troy.

Signature:



Name:

ANUP KUMAR DESHMUKH

Homeowner of:

2457 CEDAR KNOLL DR

Date:

FEB, 23, 2005

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CA
CEDAR-1

DATE (MM/DD/YYYY)
03/30/05

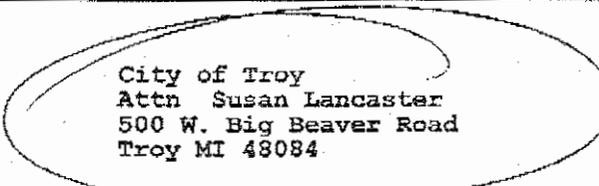
PRODUCER Emerson-Prew, Inc. 30600 Telegraph, Suite 3110 Birmingham MI 48025 Phone: 248-642-5900 Fax: 248-642-2310		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cedar Ridge Estates HO Assoc. P.O.Box 99301 Troy MI 48099		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Co.	10677
		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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Wrongful Acts Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CAP5472443	12/07/04	12/07/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	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				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 W/RESPECTS TO GENERAL LIABILITY REGARDING SIGN ON PROPERTY

CERTIFICATE HOLDER  TROYCIT City of Troy Attn Susan Lancaster 500 W. Big Beaver Road Troy MI 48084	CANCELLATION or materially changed SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, WITH A RETURN ADDRESS TO THE POLICY ORIGINATOR OR TO THE POLICY INSURED'S AGENT OR AUTHORIZED REPRESENTATIVE James Barr
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