

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

**CLERK, CITY OF TROY  
116 E. MARKET  
TROY, IL 62294**

**CITY OF TROY**

**RESOLUTION 2024 – 18**

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
STREET SIGN AND SUPPORT AGREEMENT WITH  
CHARLESTON SUBDIVISION HOME OWNERS ASSOCIATION**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 17<sup>TH</sup> DAY OF JUNE, 2024**

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CITY OF TROY

RESOLUTION NO. 2024 – 18

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A STREET SIGN AND SUPPORT AGREEMENT WITH CHARLESTON SUBDIVISION HOME OWNERS ASSOCIATION

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City to enter into a street sign and support agreement with Charleston Subdivision Home Owners Association.

WHEREAS, the association has agreed to pay for and maintain street name signs and supports within the Charleston Subdivision so that the signs and supports will be more aesthetically pleasing and compatible with the subdivision than the standard street name signs and supports.

WHEREAS, the City has agreed to place and install the street name signs and supports paid for by the Association within the Charleston Subdivision at the request of the association.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:

- 1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached street sign and support agreement, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 17th day of June, 2024.

Aldermen Vote:

Table listing Aldermen votes: Dan Dawson (AYE), Tim Flint (AYE), Elizabeth Hellrung (AYE), Nathan Henderson (AYE), Sam Italiano (AYE), Debbie Knoll (ABSENT), Tony Manley (ABSENT), Troy Turner (AYE). Summary: Ayes: 6, Nays: 0, Abstain: 0.



APPROVED: [Signature] DAVID NONN, Mayor City of Troy, Illinois

ATTEST: [Signature] KIMBERLY THOMAS, Clerk City of Troy, Illinois

## STREET SIGN AND SUPPORT AGREEMENT

Made this 4<sup>th</sup> day of June, 2027<sup>4</sup>, by and between the City of Troy, Illinois, an Illinois municipal corporation, whose principal offices are located at 116 E. Market Street, Troy, IL 62294 (hereinafter "City"), and the Charleston Homeowners Association, an Illinois non-for-profit corporation, whose principal address is P.O. Box 492, Troy, IL 62294 (hereinafter "Association").

WHEREAS, the Association has decided to pay for and maintain street name signs and supports within the Charleston Subdivision so that the signs and supports will be more aesthetically pleasing and compatible with the subdivision than the standard street name signs and supports.

WHEREAS, the City has agreed to place and install the street name signs and supports paid for by the Association within the Charleston Subdivision at the request of the Association.

WHEREAS, the City allows such street name signs and supports within a subdivision by a subdivision association as long as the association agrees to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties herein agree as follows:

1. Any signs and supports placed in the right-of-way pursuant to this Agreement shall be of the height, size and design as specified by the most recent edition of the Illinois Manual of Uniform Traffic Control devices, as amended. All signs and supports shall conform to the applicable State and Federal standards with respect to safety, including location.

2. The Association shall bear the cost of any signs and supports placed in the right-of-way under the Agreement. Once the signs and supports are placed, they shall be maintained, repaired and replaced as necessary to the satisfaction of the City (like new condition) at the sole cost of the Association. The City shall not be responsible for any maintenance, repair or replacement of the signs and supports whatsoever.

3. The Association shall repair, replace or re-erect any sign and/or support that is damaged, knocked down or destroyed in accordance with the timing restrictions in item 4. The City at any time may place a temporary standard sign and/or support until the Association has acted to repair, replace or re-erect the sign and/or support. The Association shall return any such temporary standard sign and/or support to the City.

4. If upon receiving notice to repair or replace a sign and/or support erected pursuant to this Agreement, the Association fails to do so for a period of forty-five (45) days to the satisfaction of the City (like new condition), the City may replace any or all of the subdivision signs and supports with standard signs and supports, and the City may elect to terminate this Agreement.

5. This Agreement grants the Association a privilege and does not confer any rights on the Association nor shall anything in this Agreement be construed to create any right to

compensation, damages or claims against the City for any costs associated with such signs and/or supports. If the street name signs and supports paid for by the Association are taken down and replaced by standard signs and supports as provided herein by the City, any and all costs, fees and expenses incurred therein, not to exceed \$1,000.00, shall be the sole responsibility of the Association.

6. Upon completion of the placement and installation of the signs and supports, the Association agrees to hold harmless and indemnify the City from any and all claims for bodily injury or property damage or any other claim relating to or arising out of the signs and supports, including claims for punitive damages and attorneys' fees, except for claims arising out of the sole negligence of the City and/or its employees.

7. The City shall neither be responsible nor incur any liability for the actions, inactions, omissions or commissions of the Association or any officers, employees or agents of the Association as they relate to this Agreement.

8. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

9. This Agreement shall be governed by the laws of the State of Illinois and any dispute or other action arising in a manner from this Agreement or the performance of this Agreement shall be heard in the Circuit Court of Madison County, Illinois.

10. No modification, amendment or substitution of this Agreement shall be binding unless same is executed by both parties in writing.

11. The period of this Agreement shall be for five (5) years from the date herein and shall be automatically extended for successive one (1) year periods under the same terms and conditions, unless either party provides the other with ninety (90) days written notification not to extend the Agreement. In the event this Agreement is terminated, the City reserves the right to promptly remove all signs and supports and install standard City signs and supports. The Association shall have the right to recover all removed signs and supports within ninety (90) days. If the signs and supports are not recovered by the Association within ninety (90) days, the City may recycle said signs and supports in any way it deems fit.

12. This Agreement embodies the entire agreement of the parties.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

APPROVED:

By:

*David Nonn*

David Nonn, Mayor  
City of Troy, Illinois

ATTEST:

BY:

*Kim Thomas*

Kim Thomas, Clerk  
City of Troy, Illinois



By:

*Brandon Fisher*

(Brandon Fisher)  
(HOA President)

Association

Subscribed and sworn to before me this 4<sup>th</sup> day of June, 202~~2~~<sup>4</sup>.

\_\_\_\_\_  
Notary Public

My commission expires:

EXAMPLE

**POLE:**  
SP4X14 - 4" x 14' FLUTED POLE  
EXTRUDED ALUMINUM ALLOY  
6005-T5  
WALL THICKNESS - .125"

**FINIAL:**  
FIN-A4 - ACORN FINIAL FOR 4"  
ROUND POLE.  
CAST ALUMINUM ALLOY #356

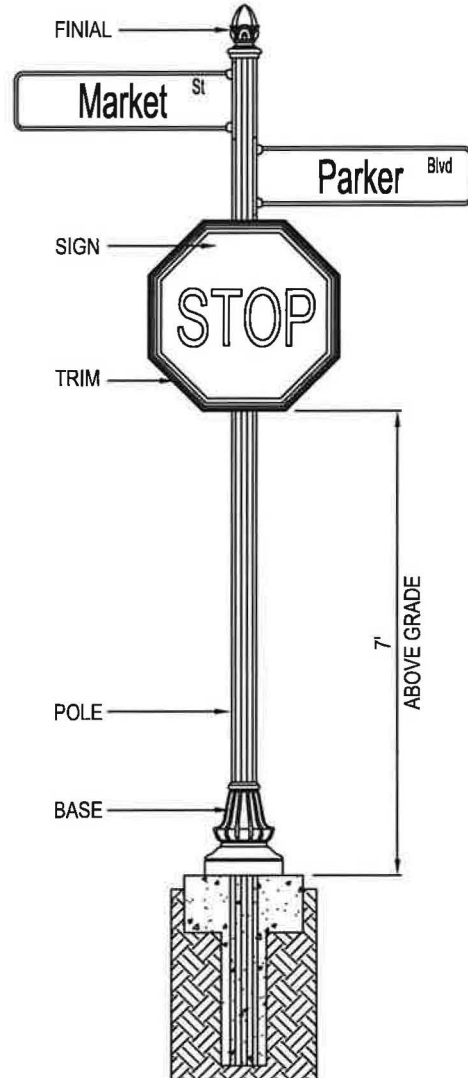
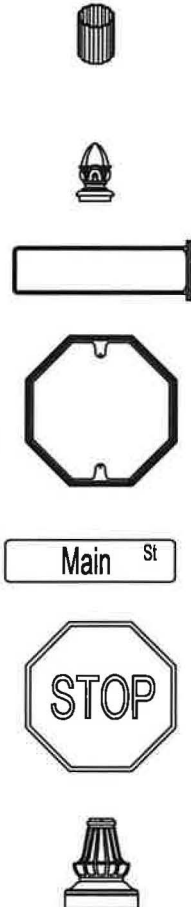
**TRIMS:**  
TDS0936 - TRIM FOR 9" x 36"  
STREET SIGN.  
CAST ALUMINUM  
BACK PLATE ALLOY #356  
EXTRUDED FRAME ALLOY #6063

TSTOP30N - TRIM FOR 30" STOP SIGN  
CAST ALUMINUM ALLOY #356

**SIGN:**  
0936DS - DOUBLE-SIDED 9" x 36"  
REFLECTIVE STREET SIGN w/ 6"  
LETTERS  
SPECIFY VINLY TYPE

R1-1/30 - REFLECTIVE 30" STOP SIGN  
SPECIFY VINLY TYPE

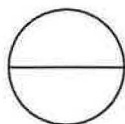
**BASE:**  
SB-94 - SLIP-OVER BASE FOR  
4" OD POLE  
CAST ALUMINUM ALLOY #356  
(ALSO AVAILABLE IN  
TWO-PIECE OPTION 2PC8)



SHOWN WITH 2' BELOW GRADE POLE BURIAL

NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWING.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 2922-032.



**COMPLETE SIGN SYSTEMS**

COMPLETE COMBO STREET/STOP SIGN WITH SB-94 BASE