



Decorative Signs & Posts for Residential Subdivisions

This agreement establishes maintenance responsibility for decorative posts and signs installed within residential subdivisions on public streets. The City of Fishers uses, installs, and maintains standard channel posts in the public right-of-way for the mounting of standard non-decorative IMUTCD (Indiana Manual of Uniform Traffic Control Devices) compliant traffic signs.

The City of Fishers will allow the installation of decorative signs and posts by a local Homeowners Association or residential neighborhood developer provided that the proposed installation does not result in an adverse impact to the public safety or future roadway construction projects. The installation of decorative posts and/or signs must comply with current Indiana MUTCD standards and follow City of Fishers permitting requirements. The City will not be liable for any associated installation or maintenance costs.

All requests for decorative post and/or sign installations in the public right of way must complete the Decorative Sign and Post for Residential Subdivision Agreement to be held on file by the City of Fishers Engineering Department.



City of Fishers Decorative Sign and Post Agreement

THIS AGREEMENT, made and entered into this the ____ day of _____, 20__, by and between the City of Fishers, Indiana, (hereinafter "the City"), and _____ HOA/OWNER, (hereinafter "HOA")

WITNESSETH:

WHEREAS: the HOA desires to encroach into the right-of-way of the public road(s) within the _____ (Residential Subdivision) for the purposes of constructing or erecting decorative sign posts and/or signs within the said right-of-way as more particularly shown on the exhibit or associated plans attached hereto and incorporated herein.

WHEREAS, it is to the material advantage of the HOA to effect this encroachment, and the City, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right-of-way as indicated, subject to the conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the City hereby grants to the _____ (Residential Subdivision) HOA its successors, and assigns, the right and privilege to make this encroachment, upon the following conditions, to wit:

1. All costs associated with installation and maintenance shall be borne by the HOA.
2. All work within City right-of-way must be properly permitted.
3. Utility locates must be performed prior to the installation of sign posts in the City right-of-way.
4. The HOA shall submit its proposed plans, specifications to the City Engineering Department prior to any signs installed in the right-of-way.
5. Only approved signs shall be placed and maintained in the right-of way. All signs and/or post must be compliant with City construction standards including but not limited to color, height, and logos.
6. All signs shall be manufactured in conformance with the Indiana Manual on Uniform Traffic Control Devices (IMUTCD) with respect to color, size, retro-reflectivity and shape.



7. All signs shall be installed in conformance with the Indiana Manual on Uniform Traffic Control Devices (IMUTCD).
8. Street name signs are ONLY to be white font on retro-reflective green background or black font on retro-reflective white background.
9. All street name signs must have the City of Fishers logo to the left of the Street name.
10. The HOA is responsible for providing, installing, and maintaining all decorative signs and/or posts under this agreement. Once installed, signs and/or posts shall be maintained, repaired, and replaced as necessary at the sole expense of the HOA.
11. The HOA shall immediately repair, replace or re-erect any sign that is damaged, knocked down, or destroyed. If the HOA fails to do so for a period of fourteen (14) days, the City may, at its discretion, replace any or all signs and/or posts with standard signs and/or posts, and the right to place other signs as provided herein shall be lost.
12. The City will not handle, store or be responsible for any decorative sign and/or post installed under this agreement. Routine maintenance or replacement of signs, posts, mounting backboard or trim is the sole responsibility of the HOA and must be repaired promptly when reported.
13. The City may at any time place a temporary standard traffic sign within the right-of way, at its discretion, until the HOA has acted to repair, replace, or re-erect a sign. The HOA shall return and temporary sign to the City.
14. This AGREEMENT grants the HOA a privilege and does not confer any rights upon the HOA nor shall anything in this AGREEMENT be construed to create a right to compensation, damages, or claims against the City for any costs associated with sign and/or posts. If the street name signs erected by the HOA are taken down and replaced by standard signs as provided herein, the City shall have no responsibility for any cost, payment, or other obligation.
15. Upon approval by the City and completion of installation of the signs, the HOA agrees to accept responsibility for any and all costs and liability associated with bodily injury or property damage or any other claim relating to or arising out of the design, placement, or existence of signs within the public right-of-way.



16. The City, upon thirty (30) days written notice, may terminate this Agreement for any reason at its sole discretion, and the City shall have no responsibility to the HOA other than to return the signs to the HOA. Within thirty (30) days of receiving an invoice, the HOA shall pay to the City and costs incurred of replacing signs with standard signs.

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

HOME OWNERS ASSOCIATION/OWNER

Subdivision: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Title: _____

CITY OF FISHERS

Name: _____

Department: _____

Date: _____