

TROY CITY COUNCIL

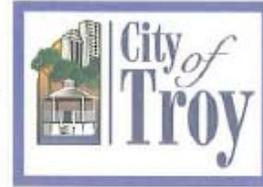
REGULAR MEETING

AGENDA

NOVEMBER 11, 2013
CONVENING AT 7:30 P.M.

Submitted By
The City Manager

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: Brian Kischnick, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

This booklet provides a summary of the many reports, communications and recommendations that accompany your agenda. Also included are suggested or requested resolutions and/or ordinances for your consideration and possible adoption.

Supporting materials transmitted with this Agenda have been prepared by department directors and staff members. I am indebted to them for their efforts to provide insight and professional advice for your consideration.

As always, we are happy to provide such added information as your deliberations may require.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Kischnick".

Brian Kischnick, City Manager



TROY CITY COUNCIL

VISION STATEMENT AND GOALS

Adopted: Monday, February 7, 2011

VISION:

To honor the legacy of the past and build a strong, vibrant future and be an attractive place to live, work, and grow a business.

GOALS:

Provide a safe, clean, and livable city

- Practice good stewardship of infrastructure
- Maintain high quality professional community oriented police and fire protection
- Conserve resources in an environmentally responsible manner
- Encourage development toward a walkable, livable community

Provide effective and efficient local government

- Demonstrate excellence in community services
- Maintain fiscally sustainable government
- Attract and support a committed and innovative workforce
- Develop and maintain efficiencies with internal and external partners
- Conduct city business and engage in public policy formation in a clear and transparent manner

Build a sense of community

- Communicate internally and externally in a timely and accurate manner
- Develop platforms for transparent, deliberative and meaningful community conversations
- Involve all stakeholders in communication and engagement activities
- Encourage volunteerism and new methods for community involvement
- Implement the connectedness of community outlines in the Master Plan 2008

Attract and retain business investment

- Clearly articulate an economic development plan
 - Create an inclusive, entrepreneurial culture internally and externally
 - Clarify, reduce and streamline investment hurdles
 - Consistently enhance the synergy between existing businesses and growing economic sectors
 - Market the advantages of living and working in Troy through partnerships
-



CITY COUNCIL AGENDA

November 11, 2013 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor A.C. Phipps From Evanswood Church of God **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. 1. ROLL CALL: **1**

B. 2. INSTALLATION CEREMONY: 2013-2014 City Council Convenes: **1**

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- b) Appointment of Mayor Pro Tem 1
- c) Adoption of City Council Rules of Procedure 1
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C-2 Presentation by Kiwanis Foundation on Troy Lights of Hope for 2013 (*Introduced by: Barbara Knight*) **2**

C-3 America Recycles Day 2013 Presented to Pam Brady, SOCRRA Representative (*Introduced by: Cindy Stewart, Community Affairs Director*) **3**

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INVOCATION: Pastor A.C. Phipps From Evanswood Church of God

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. 1. ROLL CALL:

- Mayor Dane Slater
- Jim Campbell
- Wade Fleming
- Dave Henderson
- Ellen Hodorek
- Ed Pennington
- Doug Tietz

B. 2. INSTALLATION CEREMONY: 2013-2014 City Council Convenes:

a) Swearing-In of New City Council Members

b) Appointment of Mayor Pro Tem

Rules of Procedure for the City Council addresses the appointment of Mayor Pro Tem as follows:

1. APPOINTMENT OF MAYOR PRO TEM

The selection of Mayor Pro Tem shall rotate annually in the following order: McGinnis, Slater, Fleming, Tietz, Henderson, Campbell.

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPOINTS** _____to serve as Mayor Pro Tem for the City Council of the City of Troy for a term scheduled to expire at 7:30 PM on Monday, November 10, 2014.

Yes:

No:

Absent:

c) Adoption of City Council Rules of Procedure

Suggested Resolution

Resolution #2013-11-

Moved by
Seconded by

RESOLVED, That Troy City Council hereby (**ADOPTS** or **AMENDS**) the Rules of Procedure of the City Council of the City of Troy as recorded by the City Clerk in the Minutes of this meeting.

Yes:
No:
Absent:

d) Adoption of Code of Ethics for City Council

Suggested Resolution
Resolution #2013-11-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby (**ADOPTS** or **AMENDS**) the Code of Ethics of the City Council of the City of Troy as recorded by the City Clerk in the Minutes of this meeting.

Yes:
No:
Absent:

e) Adoption of Code of Ethics for Boards and Committees

Suggested Resolution
Resolution #2013-11-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby (**ADOPTS** or **AMENDS**) the Code of Ethics for Boards and Committees of the City of Troy as recorded by the City Clerk in the Minutes of this meeting.

Yes:
No:
Absent:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificate of Appreciation to Awni Fakhoury (*Introduced by: Cindy Stewart, Community Affairs Director*)

C-2 Presentation by Kiwanis Foundation on Troy Lights of Hope for 2013 (*Introduced by: Barbara Knight*)

C-3 America Recycles Day 2013 Presented to Pam Brady, SOCRRA Representative
(Introduced by: Cindy Stewart, Community Affairs Director)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 File Number PUD 10-A – Proposed Revision to Concept Development Plan and Preliminary Development Plan, Northeast Corner of Big Beaver and Kilmer (3088 Kilmer), Section 22, Currently Zoned PUD (Planned Unit Development #10) District

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

WHEREAS, On June 15, 2009, City Council approved the Preliminary Development Plan for the Kilmer Plaza Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, located in Section 22; and

WHEREAS, The approximately 2.5 acre BBK mixed-use PUD included approximately 19,000 square feet of retail and fourteen (14) attached residential units; and

WHEREAS, Construction on the retail component of the PUD along the Big Beaver frontage was recently completed; and

WHEREAS, Robertson Brothers Company intends to add two (2) additional residential units within the residential component of the PUD, known as Kilmer Place; and

WHEREAS, The proposed increase in two (2) residential units, improvements to the outdoor elements, and increase in guest parking is in compliance with what was originally approved; and

WHEREAS, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached Amendment No. 2 to Kilmer Plaza Planned Unit Development Agreement and the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** Amendment No. 2 to Kilmer Plaza Planned Unit Development Agreement on behalf of the City; a copy shall be **ATTACHED** to the original Minutes of this meeting;

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the revised Concept Development Plan (CDP) and Preliminary Development Plan (PDP) for Kilmer Plaza Planned Unit Development;

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the **RECORDING** of the executed Kilmer Plaza Planned Unit Development Agreement with the Oakland County Register of Deeds;

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the petitioner to seek Final Site Plan Approval.

Yes:

No:

Absent:

E-2 Conditional Rezoning Application – (File Number CR 009) – Proposed Troy Marriott Hotels, West Side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

WHEREAS, The City is in receipt of a proposed rezoning request from O Office District to OM Office Mixed Use District.; and

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16.04 of the City of Troy Zoning Ordinance; and

WHEREAS, The subject property, located on the west side of Stephenson Highway, north of 14 Mile Road, parcel 88-20-35-326-012, being approximately 4.5 acres in size, is described in the following legal description and illustrated on the attached Topographic Survey drawing:

Land located in the southwest ¼ of Section 35, T-2-N, R-11-E, City of Troy, Oakland County, Michigan, being more particularly described as:

Beginning at a point distant S.88°24'00"E., 664.61 feet and S.88°13'12"E., 1019.84 feet and N.01°57'38"E., 358.88 feet from the southwest corner of above said Section; thence N.88°35'27"W., 351.11 feet; thence N.02°31'48"E., 570.29 feet; thence S.88°02'22"E., 345.43 feet; thence S.01°57'38"W., 566.88 feet to the point of beginning; and

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission; and

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and

WHEREAS, The proposed site design mitigates the potential impacts on adjacent properties; and

WHEREAS, The proposed rezoning will facilitate redevelopment of the site.

THEREFORE BE IT RESOLVED, City Council hereby **APPROVES** the O to OM Conditional Rezoning Agreement and related attachments;

BE IT FURTHER RESOLVED, City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy;

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**.

Yes:

No:

Absent:

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda* portion of the Agenda.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda* portion of the Agenda.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a majority vote of the City Council members.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are two Public Comment portions of the Agenda. For Items On the Agenda, speakers can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Speakers can sign up to address all other topics under Items Not on the Agenda. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up.

In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Parks and Recreation Board

a) Mayoral Appointments: None

b) City Council Appointments:

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Term Expires: 9/30/2016

Carolyn Noble

Term currently held by: Tod Gazetti

Term Expires: 7/31/2014

David Bluhm

Term currently held by: Aditya Yelamanchi

Yes:
No:
Absent:

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – None

a) Mayoral Nominations: None

b) City Council Nominations: None

I-3 Request for Closed Session

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL15.268 (e) (*May, as Personal Representative of Jesus Gillard v. City of Troy, et. al*), after adjournment of this meeting.

Yes:
No:
Absent:

I-4 Pure Troy – Snow Maintenance (*Introduced by: Brent Savidant, Planning Director*)

Suggested Resolution

Resolution #2013-11-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AMENDS** Chapter 34 – Sidewalk and Driveway Approaches, as prepared by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting;

BE IT FINALLY RESOLVED, The effective date of the amendment is ten (10) days following publication, as per the Troy City Code and Charter.

Yes:

No:
Absent:

I-5 Approval of the Annual Salary Increase for the City Manager (Introduced by: Brian Kischnick, City Manager)

Suggested Resolution
Resolution #2013-11-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the following Salary Increase for the City Manager:

- 1% salary increase effective July 6, 2013
- A reduction of furlough hours from 104 hours per fiscal year to 52 hours per fiscal year
- A \$500.00 lump sum payment

Yes:
No:
Absent:

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for Discussion

Suggested Resolution
Resolution #2013-11-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:
No:
Absent:

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Suggested Resolution
Resolution #2013-11-

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Meeting Minutes-Draft – October 21, 2013

J-3 Proposed City of Troy Proclamations:

- a) America Recycles Day 2013

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: State of Michigan MiDeal Program – 4-Ton Falcon Asphalt Recycler and Hot Box Trailer**

Suggested Resolution

Resolution #2013-11-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) 4-Ton Falcon Asphalt Recycler & Hot Box Trailer including various options from *Falcon Asphalt Repair Equipment of Midland, MI*; for an estimated total cost of \$24,402, at prices contained in quote #OZ103113-600 and as per the Michigan MiDeal Contract #071B1300079, a copy of which shall be **ATTACHED** to the original Minutes of this meeting;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 3: Option to Renew – Liquid Calcium Chloride**

Suggested Resolution

Resolution #2013-11-

WHEREAS, On December 3, 2012, Troy City Council approved a one (1) year contract to provide liquid calcium chloride with an option to renew for one (1) additional year to the lowest bidder meeting specifications, Great Lakes Chloride, Inc. {Resolution #2012-12-214-J4a}; and

WHEREAS, After the award of contract, Great Lakes Chloride, Inc. advised the City that a Certificate of Insurance could not be provided for the annual contract aggregate limit as specified; it was in the City's best interest to re-award the contract; and

WHEREAS, On January 14, 2013, Troy City Council approved a one-year contract to provide liquid calcium chloride with an option to renew for one (1) additional year to Liquid Calcium Chloride Sales Inc. {Resolution #2013-01-010-J05}; and

WHEREAS, The City of Troy has determined that Liquid Calcium Chloride Sales, Inc. is successfully providing liquid calcium chloride as specified, and the awarded vendor has agreed to exercise the one (1) year option to renew the contract under the same prices, terms and conditions as their original contract.

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City's best interest to exercise the option to renew the contract with Liquid Calcium Chloride Sales Inc, to provide liquid calcium chloride under the same contract prices, terms,

and conditions for one (1) year to be ordered on an as needed basis not to exceed budget limitations; contract expiring November 31, 2014;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the submission of contract documents, insurance certificates and all other specified documents.

c) Standard Purchasing Resolution 4: MITN Purchasing Cooperative – City of Ann Arbor – Premium Laser Compatible Ink and Toner Cartridges

Suggested Resolution
Resolution #2013-11-

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract for the purchase of premium laser compatible ink and toner cartridges on an as needed basis, with an option to renew for two (2) additional one (1) year periods to the lowest bidder meeting specifications, Preferred Toner Solutions of Canton, MI, through a MITN Cooperative Award hosted by the City of Ann Arbor at unit prices contained in Appendix A, a copy of which shall be **ATTACHED** to the original Minutes of this meeting expiring November 30, 2017;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

d) Standard Purchasing Resolution 4: State of Minnesota Department of Administration Cooperative Purchasing – Sewer and Pipeline Inspection Equipment

Suggested Resolution
Resolution #2013-11-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase one (1) Envirosight Rover X Pipeline Inspection Camera System for the Public Works Water & Drains Division from Bell Equipment Company; Envirosight's authorized Michigan Dealer and of Lake Orion, MI, for an estimated total cost of \$111,763.69 as per the State of Minnesota Department of Administration Cooperative Purchasing Contract #70575; a copy of which shall be **ATTACHED** to the original Minutes of this meeting;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and contract documents, including insurance certificates, and all other specified requirements.

e) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – LED Lighting Fixtures for Community Center Indoor Pool Area

Suggested Resolution
Resolution #2013-11-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase thirty-one (31) Dialight Model HBGCM LED lights to the low bidder meeting specification; *Madison Electric*

Company of Madison Heights, MI for an estimated total cost of \$32,054.00, at prices contained in the bid tabulation dated November 5, 2013, a copy of which shall be **ATTACHED** to the original Minutes of this meeting;

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon the company's submission of properly executed bid and contract documents, including insurance certificates and all other specified requirements.

f) Standard Purchasing Resolution 3: Exercise Renewal Option – Snow Removal Rental Equipment Including Operators

Suggested Resolution

Resolution #2013-11-

WHEREAS, On November 21, 2011, Troy City Council awarded contracts to provide seasonal requirements of snow removal rental equipment including operators for municipal properties and local roads with an option to renew for one (1) additional season to the following low bidders: Advanced Landscape & Builders Supply Inc, Florence Cement Company, and DiPonio Contracting, all at the hourly rates as contained in the original bid tabulation opened November 1, 2011 (Resolution #2011-11-267-J4a); and

WHEREAS, On September 24, 2012, the one-year renewal option was approved (Resolution #2012-09-187-J4a); and

WHEREAS, The City of Troy has determined Advanced Landscape & Builders Supply, Inc., Florence Cement Company and DiPonio Contracting has successfully provided seasonal requirements of snow removal and rental equipment including operators and all three (3) vendors have agreed to extend their contracts for one (1) additional season under the same prices, terms and conditions as their original contracts.

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby determines it to be in the City's best interest to **EXERCISE** the option to extend the contracts to provide snow removal services with Advanced Landscaping & Builders Supply Inc for municipal property; Florence Cement Company and Diponio Contracting for local roads, under the same terms and conditions as originally bid and as per the pricing contained in the original bid tabulation opened November 1, 2011; contract expiring April 30, 2014;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractors' submission of properly executed insurance certificates and all other specified requirements;

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** City staff to extend the hourly contract rates to other contractors after the awarded vendors have been employed to speed the snow removal process during times of snow emergencies.

g) Standard Purchasing Resolution 3: Exercise Renewal Option – Snow Removal Services Home Chore Program and Public Sidewalks

Suggested Resolution

Resolution #2013-11-

WHEREAS, On November 21, 2011, Troy City Council awarded contracts to provide seasonal requirements of snow removal services for the City’s municipal sidewalks, code enforcement tasks, and Home Chore Program with an option to renew for one (1) additional season to the low total bidder, MVP Environmental, LLC of Troy as the primary contractor for all three (3) proposals; and Brantley Development LLC of Westland, as secondary contractor for code enforcement and the Home Chore Program, to be used in the event the primary contractor is unable to provide the services as needed, all at unit prices contained in the bid tabulation opened November 1, 2011 (Resolution #2011-11-267-J4b); and

WHEREAS, On October 8, 2012, the one-year renewal option was approved (Resolution #2012-10-191-J4b); and

WHEREAS, The City of Troy has determined that MVP Environmental LLC, the primary contractor and Brantley Development LLC, the secondary contractor have successfully provided the seasonal requirements of snow removal services for the City’s municipal sidewalks, code enforcement tasks, and the Home Chore Program. Both contractors have agreed to extend their contracts for one (1) additional season under the same pricing, terms and conditions as their original contracts.

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City’s best interest to **EXERCISE** the option to extend the contracts to provide seasonal requirements of snow removal services with MVP Environmental LLC, as the primary contractor for municipal sidewalks, code enforcement tasks, and Home Chore Program; and Brantley Development LLC, as secondary contractor for code enforcement and the Home Chore Program under the same pricing, terms and conditions contained in the original bid a copy; contract expiring April 30, 2014;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon contractors’ submission of properly executed insurance certificates and all other specified requirements.

J-5 Authorization to Request Reimbursement – MDEQ SAW Grant

Suggested Resolution
Resolution #2013-11-

City of Troy
County of Oakland

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Troy County of Oakland, State of Michigan, (the “Municipality”) held on Monday, November 11, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (“Part 52”), provides at MCL 324.5204e that the Michigan Finance Authority (the “MFA”) in consultation with the Michigan Department of Environmental Quality (the “DEQ”) shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the “SAW Grant Agreement”) that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (**select one or more**)
 establish an asset management plan, establish a stormwater management plan,
 establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater,
 pursue innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$2,000,000.00 (“Grant”) be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the _____ esignee’s position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members: _____
 NAYS: Members: _____

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Troy, County of Oakland, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

M. Aileen Bittner, CMC
 City of Troy, Clerk,
 State of Michigan, County of Oakland

Yes:
 No:
 Absent:

J-6 Traffic Committee Recommendations and Minutes – October 16, 2013

Suggested Resolution
Resolution #2013-11-

Item #3 – Request for Traffic Control – Ellenboro at Trombley

RESOLVED, That the intersection of Ellenboro and Trombley be **MODIFIED** to All-Way Stop control.

Item #4 – Request for No Parking Zone – Brentwood at Northfield Parkway

RESOLVED, That a No Parking zone be **ESTABLISHED** on the south side of Brentwood, from 15’ west of the existing fire hydrant to the intersection at Northfield Parkway.

J-7 Request for Acceptance of Permanent Easements and Warranty Deeds for Bridgewater Estates Site Condominium

Suggested Resolution

Resolution #2013-11-

RESOLVED, That City Council hereby **ACCEPTS** two warranty deeds and three permanent easements for water mains, sanitary sewers, and storm sewers from John R Land, LLC, owner of the property having Sidwell #88-20-12-301-001 & 002;

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the easements warranty deeds with the Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Request for Acceptance of Permanent Easements and Warranty Deeds for Oak Forest Site Condominium

Suggested Resolution

Resolution #2013-11-

RESOLVED, That City Council hereby **ACCEPTS** two warranty deeds, six permanent easements and a temporary access easement from Oak Forest, LLC, owner of the property having Sidwell #88-20-11-226-007 and #88-20-11-201-026 & 015;

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the easements and warranty deeds with the Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Request for Acceptance of Two Permanent Easements from Galleria of Troy, LLC

Suggested Resolution

Resolution #2013-11-

RESOLVED, That City Council hereby **ACCEPTS** two permanent easements for water mains and sanitary sewers from Galleria of Troy, LLC, owner of the property having Sidwell #88-20-21-326-013;

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED** to record the easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Extension of Contract – Community Planning ServicesSuggested Resolution

Resolution #2013-11-

WHEREAS, On February 21, 2011, Troy City Council awarded a three (3) year contract to provide requirements of Community Planning and Related Services for the City of Troy to the best value bidder, Carlisle, Wortman and Associates, Inc. of Ann Arbor, MI, with the option to renew for two (2) additional years; contract expiring on March 31, 2014. {Resolution #2011-02-045}; and

WHEREAS The City of Troy has determined that Carlisle, Wortman and Associates, Inc. has successfully provided Community Planning and Related Services to the City as per all terms and conditions of the existing contract; and

WHEREAS, Carlisle, Wortman and Associates, Inc. has offered to renew and also extend their contract renewal for five (5) years under the same terms and conditions as the 2011 contract.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby determines it to be in the City's best interest to **APPROVE** a contract for five (5) years upon mutual consent of both parties with *Carlisle, Wortman and Associates, Inc. of Ann Arbor, MI*, for Community Planning Services, under the same terms and conditions as originally bid, the Agreement Extension and the *revised* Attachment 1; copies of which shall be **ATTACHED** to the original minutes of this meeting; contract to expire March 31, 2019;

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the submission of contract documents and all other specified requirements;

BE IT FINALLY RESOLVED, That Troy City council hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the documents on behalf of the City of Troy.

J-11 2014 City Council Meeting ScheduleSuggested Resolution

Resolution #2013-11-

RESOLVED, That Troy City Council **SHALL HOLD** Regular Meetings in 2014 according to the following schedule at 7:30 PM:

Monday,	January	13	&	27
Monday,	February	3	&	10
Monday,	March	3	&	17
Monday,	April	7	&	14
Monday,	May	12	&	19
Monday,	June	2	&	16
Monday,	July	7	&	21
Monday,	August	11	&	25
Monday,	September	8	&	22

Monday,	October	6	&	20
Monday,	November	10	&	24
Monday,	December	1	&	15

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Special Study Sessions for the purpose of budget discussions in 2014 according to the following schedule at 7:30 PM:

Monday,	April	21
Wednesday,	April	23

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Regular Liquor Violation Hearing Meetings in 2014 according to the following schedule at 7:30 PM:

Wednesday,	February	5
Wednesday,	February	19

BE IT FINALLY RESOLVED, That Troy City Council **MAY SCHEDULE** other Special Meetings as needed.

Yes:
No:
Absent:

J-12 Sole Source: Expand Azteca Systems, Inc. Cityworks Licensing

Suggested Resolution
Resolution #2013-11-

WHEREAS, The City has utilized Cityworks software since 2010 for asset management, work orders, inspections, service requests and inventory management; and

WHEREAS, The City has consumed all available full function licenses and wishes to develop applications to expand use and improve efficiencies; and

WHEREAS, Cityworks offers an Enterprise License Agreement (ELA) which allows for unlimited users, an Advanced Work Order Application Programming Interface (API) as well as other modules the City could utilize.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **AUTHORIZES** the purchase of ELA – Server AMS STANDARD Tier 3A which includes the Work Order API Advanced module from the sole source provider of the proprietary software, Azteca Systems, Inc. of Sandy, Utah, as detailed in Attachment C, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated increase in annual maintenance from \$47,855 to \$52,000 in 2014, \$60,000 in 2015 and \$68,000 in 2016 and subsequent years.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) November 25, 2013 – Announcement of Public Hearing for Industrial Development District (IDD) and Industrial Facilities Exemption Certificate (IFEC) for Magna US Holding Inc. at 750 Tower
-

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**M. COUNCIL REFERRALS:**

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

M-1 No Council Referrals Advanced

N. COUNCIL COMMENTS:**N-1 No Council Comments Advanced**

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Parks and Recreation Advisory Board-Final – February 21, 2013
b) Local Development Finance Authority-Final – April 22, 2013
c) Zoning Board of Appeals-Final – September 17, 2013
d) Traffic Committee-Final – September 18, 2013
e) Planning Commission-Draft – October 8, 2013
f) Planning Commission-Final – October 8, 2013
g) Zoning Board of Appeals-Draft – October 15, 2013
-

O-2 Department Reports:

- a) 2013 Year-To-Date Calls for Police Service
b) Building Department Activity Report – October, 2013
-

O-3 Letters of Appreciation:

- a) To Chief Mayer From Jeffrey Frost, Special Agent in Charge, US Secret Service Regarding Police Department Assistance with a Diplomatic Visit to Troy
-

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. STUDY ITEMS:

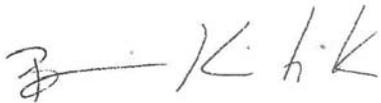
P-1 Retirement and Retiree Health Care Plans

Q. CLOSED SESSION:

Q-1 Closed Session

R. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. Kischnick".

Brian Kischnick, City Manager

FUTURE CITY COUNCIL PUBLIC HEARINGS:

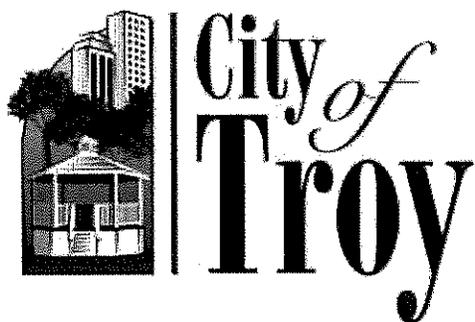
November 25, 2013 Announcement of Public Hearing for Industrial Development District (IDD) and Industrial Facilities Exemption Certificate (IFEC) for Magna US Holding Inc. at 750 Tower

SCHEDULED REGULAR CITY COUNCIL MEETINGS:

November 25, 2013..... Regular Meeting
December 2, 2013..... Regular Meeting
December 16, 2013..... Regular Meeting

SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

November 26, 2013..... Special Joint City Council / Planning Commission



**RULES OF PROCEDURE FOR THE
CITY COUNCIL
CITY OF TROY, MICHIGAN**

Adopted: January 28, 2013

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1. APPOINTMENT OF MAYOR PRO TEM

The selection of Mayor Pro Tem shall rotate annually in the following order: McGinnis, Slater, Fleming, Tietz, Henderson, Campbell.

2. CODE OF ETHICS

- a) The City Council Code of Ethics shall be reviewed in November of each calendar year, and all City Council members shall agree to abide by the City Council Code of Ethics, and shall evidence this agreement by affixing their signature to a written copy of the Code of Ethics at the earliest opportunity, and providing a copy to the City Clerk.
- b) The Board and Committee Code of Ethics shall be reviewed in November of each calendar year, and all Board and Committee members shall agree upon appointment to abide by the Board and Committee Code of Ethics, and shall evidence this agreement by affixing their signature to a written copy of the Code of Ethics at the earliest opportunity, and providing a copy to the City Clerk.

3. DESIGNATION OF ACTING MAYOR

In the absence or disability of the Mayor and the Mayor Pro Tem, the Council Member present who has served longest shall be designated Acting Mayor and shall perform the duties of the Mayor.

4. SPECIAL MEETINGS

A. CALLING OF SPECIAL MEETINGS (Pursuant to City Charter Section 4.2):

Special meetings shall be called by the Clerk on the written request of the Mayor, or any two members of the Council on at least twenty-four hours written notice to each member of the Council, served personally or left at his usual place of residence; but a special meeting may be held on shorter notice if all members of the Council are present or have waived notice thereof in writing.

B. DOCUMENTATION:

Special meetings shall be exclusively limited to items specifically referenced in the Call of the Meeting.

- **Special Meeting Posting:** Pursuant to City Charter a printed meeting notice for each specially called meeting shall contain the items indicated in the written notice calling the meeting.
- **Study Session (Special Meeting) Agenda and Posting:** Study Session Agendas shall contain the items as indicated in the motion calling the meeting.

C. POSTING AND DELIVERY:

Special Meeting Calling Notice and/or Agenda shall be personally delivered to each Council Member and posted for public display at least twenty-four (24) hours in advance of the meeting.

D. ORDER OF BUSINESS:

At each Study Session (Special Meeting) of the Council, the business to be considered

shall include the items listed and in the following order:

A. Call to Order

B. Roll Call:

- 1) Listing of Council Members
- 2) Excuse Absent Council Members pursuant to Rule Number 21.

C. Items as Indicated in the Motion Calling of the Meeting

D. Items Not Indicated in the Motion Call the Meeting (Pursuant to City Charter Section 4.2):

- 1) Special meetings are limited to what is expressly indicated in the Call of the Meeting (Motion of Council or written notice), except as set forth below.

E. Amendments/Additions to Agenda (Pursuant to City Charter Section 4.3):

In order for City Council to address items at a Special Meeting that are in addition to the Items expressly indicated in the Call of a Special Meeting, all members of City Council must consent to the requested addition(s) in writing and all Council members present at the Special Meeting must consent.

F. Public Comment

G. Adjournment

5. REGULAR MEETINGS

Regular meetings shall be held in the Council Chambers at 7:30 P.M. Meeting dates will be established, by resolution, prior to the end of the preceding calendar year.

6. AGENDA

A. Regular Meeting Agenda: A printed agenda for each regularly scheduled meeting shall be produced at least forty-eight (48) hours in advance of the meeting. Every item of business to come before the Council shall be filed with the City Clerk by noon on the Wednesday preceding the Monday on which the Council meets. It shall be the duty of the City Clerk to have delivered, as soon as practical, to each member of the Council a complete agenda of the items to be considered at the following meeting. Each item on the agenda shall have sufficient explanation to indicate its intent. All items introduced by the City Council members that do not meet the Wednesday noon deadline will be referred to a later meeting, except by suspension of these rules. A packet, excluding all confidential items, will be posted on the City's Website at least 48 hours prior to Council meetings.

B. Closed Session Agenda: Where a Closed Session is requested for a pending case pursuant to MCL 15.268 (e), the specific name(s) of each case is to be identified in the resolution, even though the specific name(s) is not technically required under the Open Meetings Act. Where a Closed Session is requested for any collective bargaining unit discussion pursuant to MCL 15.268 (c), the specific bargaining unit is to be identified pursuant to MCL 15.268 (c), even though not technically required under the Open Meetings Act.

7. ORDER OF BUSINESS

At each Regular meeting of the Council, the business to be considered shall be taken up for consideration and disposition in the following order:

Invocation

Pledge of Allegiance

A. Call to Order

B. Roll Call

1) Listing of Council Members

2) Excuse Absent Council Members pursuant to Rule Number 22

C. Certificates of Recognition and Special Presentations

D. Carryover Items

E. Public Hearings

F. Public Comment for Items On the Agenda– In accordance with the Rules of Procedure of the City Council, Rule Number 17 - Members of the Public and Visitors

G. City Council/City Administration Response/Reply to Public Comment

H. Postponed Items

I. Regular Business

J. Consent Agenda

1) Approval of “J” Items NOT Removed for Discussion

2) Address of “J” Items Removed for Discussion

K. Memorandums and Future Council Agenda Items

L. Public Comment for Items Not on the Agenda – In accordance with the Rules of Procedure of the City Council, Rule Number 17 – Members of the Public and Visitors

M. Council Referrals - Items appearing under Council Referrals are items intended for City Council action that are brought forward by the Mayor or Council Members in accordance with Rule 6 (A).

N. Council Comments - Items for the good of the order brought forward by Mayor and Council.

O. Reports

P. Study Items

Q. Closed Session

R. Adjournment

8. CABLE CASTING OF CITY COUNCIL MEETINGS

All City Council Meetings will be broadcast on WTRY, with the exception of Closed sessions and Council retreats.

9. MINUTES

A. Minutes: The minutes will be distributed to the Council prior to their approval. The minutes will be placed on the Consent Agenda for approval.

Closed Session Minutes: No official City Council action will be necessary for closed session minutes, since the closed session minutes will reflect only the reason for the closed session (in compliance with Section 6 (B), the date, the starting and ending time and the persons in attendance.

10. PROCLAMATIONS

Proclamations, which are formal public announcements made by City Council, shall be included in the agenda under Reports and Communications and may be brought before Council or City Administration for consideration by any member. Proclamations will be placed

on the Consent Agenda for approval and may include a presentation listed under *Certificates of Recognition and Special Presentations*.

11. RECONSIDERATION OF QUESTIONS

A motion to reconsider any vote of the Council may be made by either side of the voted motion and shall require the affirmative vote of the majority of the Council Members elect. If such a motion to reconsider passes, and new information has been brought forward, then any member of Council may move to take action on the motion that is to be reconsidered, and any such motion would pass by an affirmative vote of the majority of the Council Members elect.

12. RESCISSION OF QUESTIONS

Rescission of any vote of the Council shall require the affirmative vote of the majority of the Council Members. *Charter states "majority of the members elect."

13. WITHDRAWAL OF MOTIONS PRIOR TO VOTING

Any motion may be withdrawn by its maker prior to voting. A motion to withdraw must receive a second and the affirmative vote of the majority of the Council Members present.

14. PUBLIC HEARING

Public Hearings will be held after required notice has been provided. Notices shall inform recipients of possible continuations of hearings. The City Council may upon affirmative vote of a majority of its members "continue" said hearing at a future date designated in the resolution. If the City Council elects to continue the Public Hearing it will appear in the designated meeting Agenda under the topic of "Public Hearings".

15. CONSENT AGENDA

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may ask a question regarding an item as well as speak in opposition to the recommended action by removing an item from the Consent Agenda and having it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard. Public comment on Consent Agenda Items will be permitted under Agenda Item F.

16. APPOINTMENTS

A. Appointments to Boards, Commissions and Committees:

The Mayor shall, with City Council concurrence, appoint members of Boards or Committees as governed by State Statute or local ordinances.

The Mayor Pro Tem will contact incumbents to determine their interest in being nominated for reappointment.

The Mayor or any Council Member desiring to nominate a person for appointment to a Board, Commission, or Committee shall at the meeting prior to the appointment, submit such name, for nomination. A brief summary of background and personal data as to

nominee's qualifications should be presented at the time of nomination, except that such a resume shall not be required for the re-nomination of a current member, or if the Council unanimously agrees that a resume is not necessary. Resumes will be submitted on or before the time of nomination.

Nominations will occur during any regular meeting of the Council. A resolution to nominate will be considered during the "Regular Business" of the agenda. All nominations are subject to Section "B" which appears below.

B. Method of Voting on Nominees:

- 1) Where the number of nominees does not exceed the number of positions to be filled, a roll call vote shall be used.
- 2) Where the number of nominations exceeds the number of positions to be filled, voting shall take place by the City Clerk calling the roll of the Council and each Council Member is to indicate the names of the individuals he/she wishes to fill the vacancies
- 3) When no candidate receives a majority vote, the candidate(s) with the least number of votes shall be eliminated from the ensuing ballot.
- 4) No member of the City Council shall serve on any committee, commission or board of the City of Troy, except the Retirement System Board of Trustees, Retiree Health Care Benefits Plan and Trust Board, and the Local Development Finance Authority (LDFA) unless membership is required by Statute or the City Charter.
- 5) Persons nominated, but not appointed during this process will be sent a letter thanking them for their willingness to serve the community.
- 6) Recognition will be given to persons who have concluded their service to the community on Boards and Commissions.

Appointment of City of Troy Representation to SEMCOG and SOCRRA

SEMCOG (Southeastern Michigan Council of Governments) Representation: The Mayor and City Council shall appoint one Delegate and one Alternate to serve on the SEMCOG General Assembly for a term of two-years expiring at 7:30 PM on the Monday following the Regular City Council Election. The appointments shall be made at the organizational meeting of Council at the first Regular meeting of every odd-year November.

SOCRRA (South Oakland County Resource Recovery Authority) Representation: The Mayor and City Council shall appoint one delegate and one alternate to serve on the SOCRRA Board for a term of one-year expiring on June 15th.

17. MEMBERS OF THE PUBLIC AND VISITORS

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. **NOTE TO THE PUBLIC:** *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda* portion of the Agenda.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda* portion of the Agenda.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a majority vote of the City Council members.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a Special meeting for that specific purpose.

Prior to *Public Comment for Items On the Agenda*, the Mayor will provide a verbal notification of the rules of decorum for City Council meetings. In addition, the written Agenda Packet will include the following language, as approved by City Council:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are two Public Comment portions of the Agenda. For Items On the Agenda, speakers can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Speakers can sign up to address all other topics under Items Not on the Agenda. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up.

In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

18. POSTPONE

A motion to postpone may be made for a definite period of time. Items will automatically appear on the appropriate agenda.

19. RULES OF ORDER

Robert's Rules of Order, current edition, as clarified by the City Clerk, is hereby adopted and made a part hereof, except as modified by these Rules of Procedure, the Charter, and the City Code.

20. MISCELLANEOUS EXPENSES

Reasonable and necessary expenses incurred in service on behalf of the City shall be paid for the Mayor and Council, provided that at the end of each month a detailed expense report is submitted and approved by the City Council.

21. EXPENSES: OUT-OF-TOWN TRAVEL FOR CITY BUSINESS

- A. Funds providing for Council representation at State and National conferences sponsored by affiliations of cities will be annually approved in the budget for the subject fiscal year. The City Council will by advance resolution grant authorization for out of town travel to specific places, for conference purposes. Members of the City Council will submit expense vouchers exceeding \$50.00 per day to attend out-of-town meetings and conferences, with additional allowances being made for transportation (paid at the air coach rate, City pool car, City Vehicle rental rate, or gas mileage at current IRS guidelines, depending upon the mode of transportation) and lodging. Expenses may be authorized for payment by the City Manager, and a copy of the expense report form will be placed on the Council agenda under Reports and Communications.
- B. Detailed and receipted expenses, not to exceed \$150.00, to attend legislative committee hearings, legislative meetings, etc., may be authorized for payment by the City Manager without prior authorization by the Council, and a copy of the expense report form, along with receipts, will be placed on the Council agenda under Reports and Communications.

22. ABSENCES AT COUNCIL MEETINGS

- A. Council members who are unable to attend a Council meeting and desire an excused absence shall notify the City Manager, City Attorney or City Clerk of their absence in writing prior to the meeting and indicate the reason for the absence. The reason shall be entered in the proceedings of the Council at the time of each absence.
- B. In the event of an absence of a Council member at a meeting, the City Manager is directed to supply such absent Council member with information about any special meetings that may have been scheduled.

23. SUSPEND RULES

The Rules of Procedure may be waived by a simple majority.

24. COUNCIL DISCUSSION

No member of Council shall speak a second time on any item under discussion until all other

members desiring to speak on that item have been heard. No member of Council shall be allowed to speak for more than five (5) minutes at a time.

25. AGENDA ITEMS SUBMITTED BY COUNCIL MEMBERS

Mayor and Council Members submitting an agenda item that calls for a vote shall send the item to the City Manager in a timely manner in writing. Staff professional opinion may be written to accompany the item. Rule 17 would govern, limiting any presentations to 15 minutes.

26. VIDEO AND AUDIO PRESENTATIONS

Video and Audio Presentations may not be submitted for presentation at a Council meeting unless submitted to the Troy City Clerk by noon on the day of the meeting. Inappropriate material will be prohibited.

27. CONTINUED AGENDA ITEMS NOT CONSIDERED BEFORE 12:00 AM

Any item on the Council agenda that has not been discussed by 12:00 AM of the morning following the beginning of the meeting shall be continued to the next regular meeting as a Carryover Item, unless City Council takes action to the contrary.

28. VIOLATIONS

The City Clerk shall be responsible for reporting violations of time limitations or speaking sequence to the Chair.

29. WIRE COMMUNICATIONS BY AND TO COUNCIL MEMBERS DURING ANY MEETING OF COUNCIL

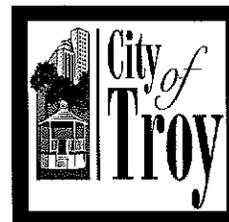
All communications are subject to the Michigan Open Meetings Act, therefore members of the City Council shall not engage in any form of wire communication, as defined by U.S. Code Title 18, Part I, Chapter 119, Section 2510, during any meeting of the Council.

Troy City Council Code of Ethics

As a member of Troy City Council, I will:

- Respect the confidentiality of privileged information;
- Recognize that an individual council member has no authority to speak or act for council;
- Work with other council members to establish effective policies;
- Delegate authority for the running of the city to the manager and staff;
- Encourage the free expression of opinion by all council members;
- Seek systematic communications between council, staff, and all elements of the community;
- Render all decisions based on the available facts and independent judgment rather than succumbing to the influence of individuals or special interest groups;
- Make every effort to attend all meetings;
- Become informed concerning the issues to be considered at each meeting;
- Avoid conflicts of interest or the appearance thereof;
- Refrain from using this position for personal benefit, nor for the benefit of family members or business associates;
- Use the same care and caution when using electronic media as would be exercised when speaking face-to-face or through written memoranda;
- Avoid use of derogatory or denigrating language.

Signed this ___th day of _____, 20xx.



City of Troy Appointee Code of Ethics

A City of Troy Appointee shall:

- Respect the confidentiality of privileged information;
- Recognize that an individual board or committee member has no authority to act or speak on behalf of the Troy City Council, the City of Troy or their respective committee;
- Work with other appointees to further the board or committee goals;
- Encourage the free expression of opinion by all board and committee members;
- Communicate to City Council and staff as to issues of concern or requiring study or action;
- Render all decisions based on the available facts and independent judgment;
- Make every effort to attend all meetings;
- Become informed concerning the issues to be considered at each meeting;
- Avoid conflicts of interest or the appearance thereof;
- Refrain from using this position for personal benefit, nor for the benefit of family members or business associates.

Signed this _____ day of _____, 20____.

Signature of Appointee

Appointee's Name: _____

Board/Committee: _____

Term expiring: _____

**Certificate of Appreciation
to Awni Fakhoury**

WHEREAS, The Mayor and City Council of the City of Troy on behalf of the City, express their appreciation to **Awni Fakhoury**, a 27 year Troy resident, in recognition of outstanding service to our country, as well as the Troy community, and

WHEREAS, In October 2007, **Awni Fakhoury** graduated from the FBI Citizens Academy in Detroit and served as an FBI Ambassador; and

WHEREAS, In 2008 and 2013, **Awni Fakhoury** was invited to the FBI Training Facility in Quantico, Virginia and the FBI Headquarters in Washington, DC where he became a member of the US Customs and Border Protection Citizens Academy; and

WHEREAS, **Awni Fakhoury** spent close to two years in Iraq, Jordan and Kuwait with the Warrant Prosecution Task Force under the State Department, Homeland Security, FBI and CIA; as well as working with the Air Force Office of Special Investigation; and

WHEREAS, Within his diplomatic position, his job was to make sure everything was done according to US laws with a goal to always put hardcore terrorists out of commission; and

WHEREAS, **Awni Fakhoury** also found time recently to attend and graduate from the Troy Citizens Police Academy, showing his commitment to serving our community;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council express the City's appreciation and recognition to **Awni Fakhoury** for his unselfish devotion and outstanding service to our country as well as our community.

Presented this 11th day of November 2013.

**PROCLAMATION
AMERICA RECYCLES 2013**

WHEREAS, The world has changed a lot in the past century. From individually packaged food servings to disposable diapers, more garbage is generated now than ever before. The average American discards 7.5 pounds of garbage every day. Our garbage, our solid waste stream, all goes to landfills, where it's compacted and buried; and

WHEREAS, To focus the nation's attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate **America Recycles 2013** and are encouraging their employees, staff, customers, membership, and all citizens to pledge to buy more recycled-content products starting today; and

WHEREAS, Participating in **America Recycles 2013** is one way our citizens can help raise awareness about the need to reduce waste by reusing, recycling and buying recycled products; and

WHEREAS, The more we recycle, the less garbage winds up in our landfills and incineration plants. By reusing aluminum, paper, glass, plastics and other materials, we can save production and energy costs, and reduce by up to 75% the negative impacts that the extraction and processing of virgin materials has on the environment. Plastics, made from precious and nonrenewable petroleum, and aluminum, which is mined from bauxite, are especially important to recycle; and

WHEREAS, Recycling helps protect our resources, our environment, and our quality of life. The entire loop: Reduce, Reuse, Recycle is completed when we buy products made from recycled material; and

WHEREAS, From July 2012 to June 2013, the City of Troy recycled 4,691 tons of glass, paperboard, cardboard, newspaper, metal, tin, and plastic and 8,786 tons of compost; and

WHEREAS, State and community leaders need to spread the word about the excellent programs they have established, the growth of markets for recyclable materials, and the importance of buying recycled products;

NOW, THEREFORE BE IT RESOLVED, that the City of Troy City Council hereby proclaims **America Recycles 2013** in Troy, Michigan, and urges all Troy residents to **Reduce, Reuse and Recycle**;

BE IT FURTHER RESOLVED, That **America Recycles 2013** is celebrated year-round to encourage people to recycle and buy products made from recycled materials. The theme for **America Recycles 2013** is **"I Want to be Recycled."**

Presented this 11th day of November 2013.



CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
R. Brent Savidant, Planning Director

Subject: PUBLIC HEARING – KILMER PLAZA PLANNED UNIT DEVELOPMENT (File Number PUD 10-A) – Proposed Revision to Concept Development Plan and Preliminary Development Plan, Northeast Corner of Big Beaver and Kilmer (3088 Kilmer), Section 22, Currently Zoned PUD (Planned Unit Development #10) District

Kilmer Plaza PUD (PUD #10) received Preliminary Development Plan approval from City Council on June 15, 2009. The approved mixed-use PUD included approximately 19,000 square feet of retail and fourteen (14) attached residential units.

The entire site is approximately 2.5 acres in area. The residential component, known as Kilmer Place, is approximately 1.083 acres in area.

The applicant Robertson Brothers Company intends to add two (2) additional units to the site, bringing the total of residential units to sixteen (16). This revision is considered an increase in intensity over what was approved; therefore, the Concept Development Plan (CDP) and Preliminary Development Plan (PDP) need to be revised. The applicant seeks to get these approvals concurrently.

Planning Commission held a public hearing on this item at the September 24, 2013 Special/Study meeting, and recommended approval.

City Management recommends approval of the revised Concept Development Plan and Preliminary Development Plan to permit two additional residential units in the residential component of Kilmer Plaza PUD.

City Attorney's Review as to Form and Legality

Date

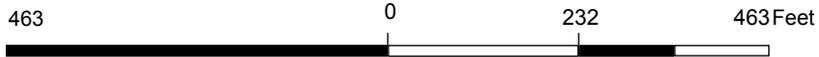


CITY COUNCIL AGENDA ITEM

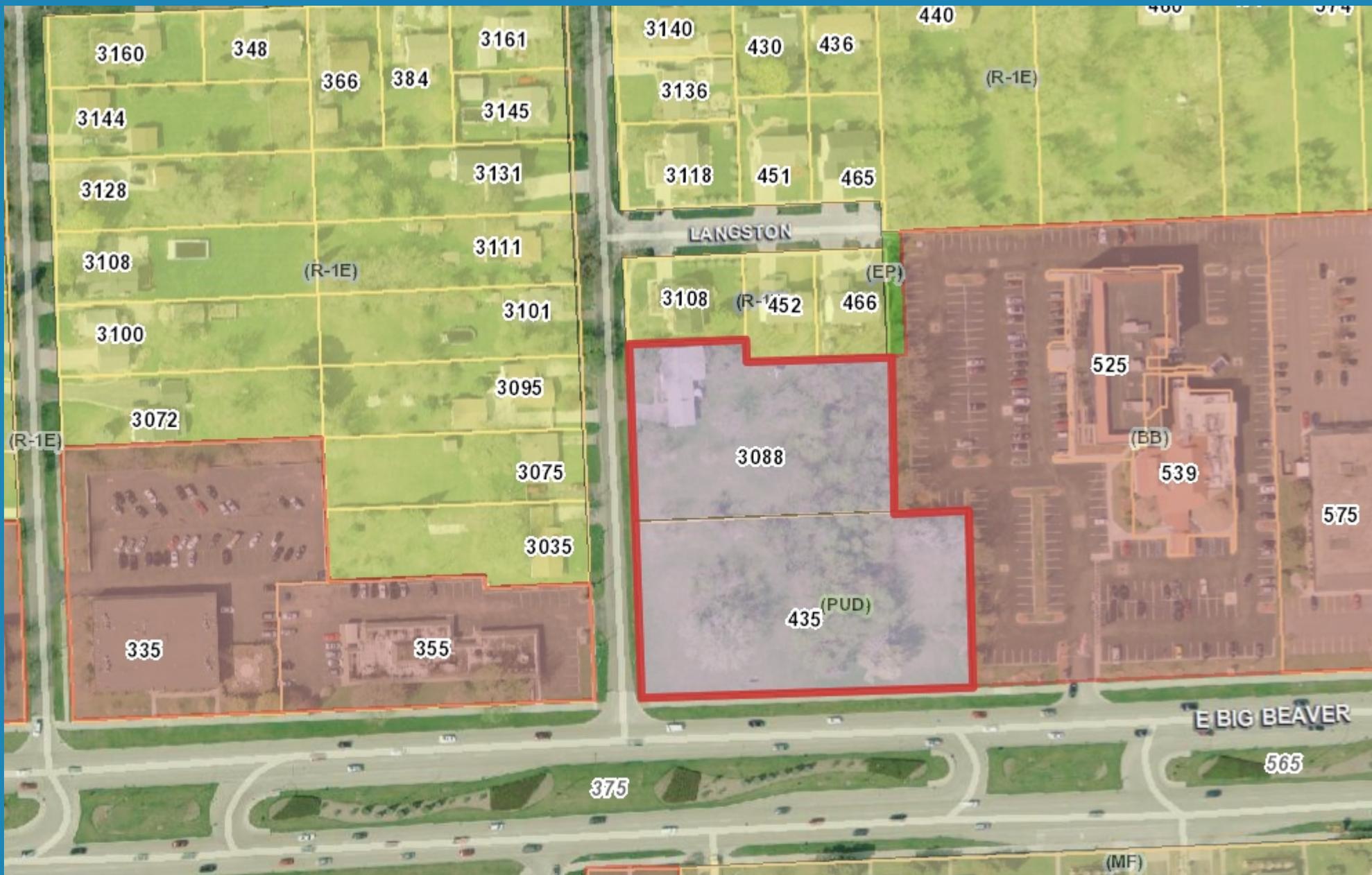
Attachments:

1. Maps
2. Agenda item from the September 24, 2013 Planning Commission Special/Study meeting
3. Minutes from the September 24, 2013 Planning Commission Special/Study meeting
4. Original approved Preliminary Site Plan and Elevations
5. Amendment No. 2 to Kilmer Plaza Planned Unit Development Agreement

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Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

DATE: September 17, 2013

TO: Planning Commission

FROM: R. Brent Savidant, Planning Director

SUBJECT: PUBLIC HEARING - PLANNED UNIT DEVELOPMENT KILMER PLACE (File Number PUD 10-A) – Proposed Revision to Concept Development Plan and Preliminary Development Plan, Northeast Corner of Big Beaver and Kilmer (3088 Kilmer), Section 22, Currently Zoned PUD (Planned Unit Development #10) District

Big Beaver and Kilmer PUD (PUD #10) received Preliminary Development Plan approval from City Council on June 15, 2009. The approved mixed-use PUD included approximately 19,000 square feet of retail and fourteen (14) attached residential units.

The entire site is approximately 2.5 acres in area. The residential component, known as Kilmer Place, is approximately 1.083 acres in area.

The applicant Robertson Brothers Company intends to add two (2) additional units to the site, bringing the total of residential units to sixteen (16). This revision is considered an increase in intensity over what was approved; therefore, the Concept Development Plan (CDP) and Preliminary Development Plan (PDP) need to be revised. The applicant seeks to get these approvals concurrently.

A public hearing is scheduled for this item for the September 24, 2013 Special/Study meeting.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.

G:\PUD's\PUD 010-A Kilmer Place\PC Memo 09 24 2013.doc

Resolution # PC-2013-09-

Moved by:
Seconded by:

WHEREAS, On June 15, 2009, City Council approved the Preliminary Development Plan for the BBK Mixed-Use Development Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, located in Section 22; and

WHEREAS, The approximately 2.5 acre BBK mixed-use PUD included approximately 19,000 square feet of retail and fourteen (14) attached residential units; and

WHEREAS, Construction on the retail component of the PUD along the Big Beaver frontage was recently completed; and

WHEREAS, Robertson Brothers Company intends to add two (2) additional residential units within the residential component of the PUD, known as Kilmer Place; and

WHEREAS, The proposed increase in two (2) residential units, improvements to the outdoor elements, and increase in guest parking is in compliance with what was originally approved; and

WHEREAS, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

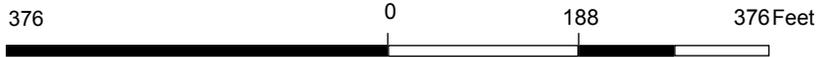
BE IT RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the revised residential component of BBK Mixed-Use Development Planned Unit Development, be granted.

Yes:
Absent:

MOTION CARRIED/FAILED



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



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CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners /Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

Date: September 18, 2013

PUD Amendment For City of Troy, Michigan

GENERAL INFORMATION

Applicant	Robertson Brothers
Project Name:	Kilmer Place PUD
Plan Date:	September 14, 2013
Location:	Kilmer Drive and Big Beaver
Zoning:	PUD
Action Requested:	Amend Planned Unit Development Agreement

BACKGROUND

Big Beaver Kilmer Planned Unit Development (PUD) received Concept Development Plan (CDP) approval on December 15, 2008 and Preliminary Development Plan (PDP) approval on June 15, 2009.

The PUD is a mixed-use project with a commercial component along Big Beaver that consists of a 9,607 S.F. retail building, a 7,202 S.F. retail building, and a 1,800 S.F. Tim Horton's restaurant with a drive thru. The residential component to the north of the commercial component includes fourteen (14) residential units. Construction was recently completed on the commercial portion of this project. Underground utilities have been constructed for the residential component but construction of the residential units has not started.

The applicant Robertson Brothers seeks to construct the residential component of the PUD. The proposed layout was modified slightly but is generally consistent with the approved layout. They seek to add two (2) additional units, bringing the total number of units in the residential component to sixteen (16). The design of the approved PUD was somewhat urban in nature, consistent with the commercial frontage. The applicant seeks to modify the design of the residential units and seeks approval from the Planning Commission on this matter.

PREVIOUS PLANNING COMMISSION REVIEW

The Planning Commission first considered this matter at the June 25, 2013 meeting. At the meeting, the Planning Commission discussed:

- Request to increase the number of units
- Outdoor elements of the site (courtyard, fountain, public art, walnut tree)
- Elevation design (vertical, traditional vs urban, character of site)
- Overall site parking including guest parking

Based on direction from the Planning Commission, the applicant has revised their application:

1. Revise Site Plan to increase overall site residential density from 14 to 16 units.

The residential component was originally approved for 14 units. The applicant is seeking approval to add two (2) additional units. While the number of units will increase by two (2), the overall building envelope (1st floor area) is significantly reduced from what originally approved. The reduction in building envelope has allowed for an increased setback to the north, and more landscape/impervious areas. The applicant has reduced the overall unit size to appeal to a younger professional purchaser. The approved height will remain at 30-stories 33'-4".

Items to be addressed: None

2. Maintain the Outdoor Element.

The central courtyard feature has been greatly improved from the original submission. The courtyard area includes the preservation of a significant Heritage tree, installation of a mix of shrubs, grasses, and deciduous trees, and installation of a common sitting / patio area. The submitted renderings highlight the quality of the central courtyard. In addition, the applicant is installing a rain garden in the northeast corner of the site.

Items to be addressed: None

3. Elevation Design

The applicant has provided an elevation that incorporates elements of both the residential character to the north and the commercial character to the south. The material selection includes full masonry first floor with a mix of horizontal and shake siding on the second and third floors. The design and material selection should provide a nice transition.

Items to be addressed: None

4. Site Parking

In addition to providing a 2-car garage within each unit, the applicant has increased the total amount of guest parking by adding two guest parking units south of the central courtyard. The total amount of guest parking includes 6 Kilmer Drive on-street spaces, 5 internal spaces adjacent to the rain garden and 12 shared spaces with the retail component of the PUD. Most guest parking demand will be weekend and evening, which is the lowest parking demand for the retail component of the PUD.

Items to be addressed: None

PUD STANDARDS

The PUD provisions of the Zoning Ordinance are found in Article 11. The PUD Section provides standards under Section 11.03 for Planning Commission to review.

- 1. A mixture of land uses that would otherwise not be permitted without the use of the PUD provided that other objectives of this Article are also met.**
- 2. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.**
- 3. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations.**
- 4. Long-term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.**
- 5. A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.**
- 6. Appropriate land use transitions between the PUD and surrounding properties.**
- 7. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development.**
- 8. Innovative and creative site and building designs, solutions and materials.**
- 9. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities.**
- 10. For the appropriate assembly, use, redevelopment, replacement and/ or improvement of existing sites that are occupied by obsolete uses and/or structures.**
- 11. A complementary variety of housing types that is in harmony with adjacent uses.**
- 12. A reduction of the impact of a non-conformity or removal of an obsolete building or structure.**
- 13. A development consistent with and meeting the intent of this Article, which will promote the intent of the Master Plan or the intent of any applicable corridor or sub-area plans. If**

conditions have changed since the Plan, or any applicable corridor or sub-area plans were adopted, the uses shall be consistent with recent development trends in the area.

- 14. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed Planned Unit Development. In determining whether these relationships have been appropriately addressed, consideration shall be given to the following:***
 - a. The bulk, placement, and materials of construction of the proposed structures and other site improvements.***
 - b. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.***
 - c. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.***
 - d. The hours of operation of the proposed uses.***
 - e. The location, amount, type and intensity of landscaping, and other site amenities.***
- 15. Parking shall be provided in order to properly serve the total range of uses within the Planned Unit Development. The sharing of parking among the various uses within a Planned Unit Development may be permitted. The applicant shall provide justification to the satisfaction of the City that the shared parking proposed is sufficient for the development and will not impair the functioning of the development, and will not have a negative effect on traffic flow within the development and/or on properties adjacent to the development.***
- 16. Innovative methods of stormwater management that enhance water quality shall be considered in the design of the stormwater system.***
- 17. The proposed Planned Unit Development shall be in compliance with all applicable Federal, State and local laws and ordinances, and shall coordinate with existing public facilities.***

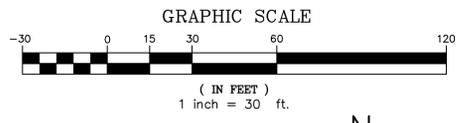
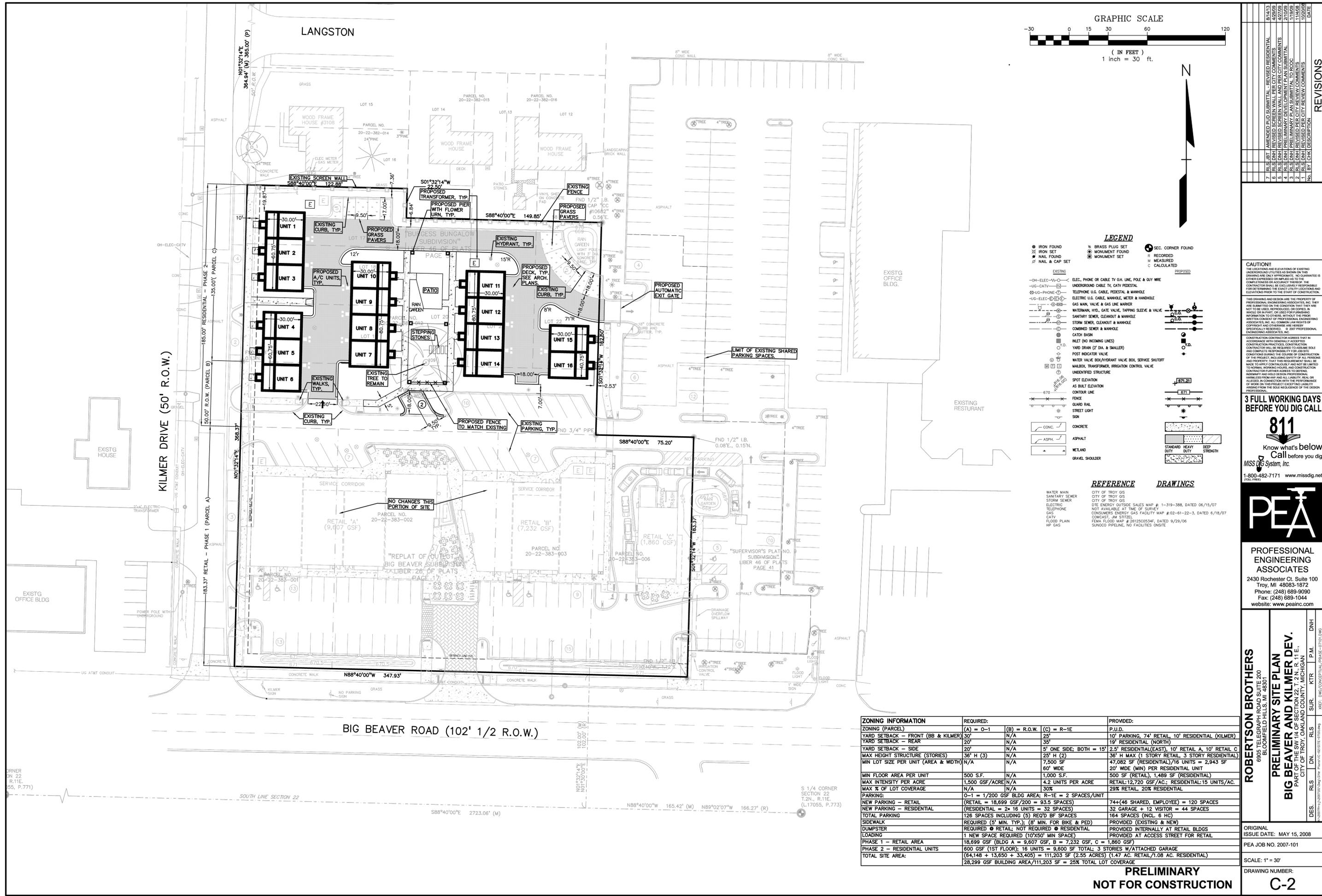
While the number of units will increase by two (2), the overall building envelope (1st floor area) is significantly reduced from what originally approved. The reduction in building envelope has allowed for an increased setback to the north, and more landscape/impervious areas. In addition, the applicant has offset impact of two additional units by providing additional guest parking. Furthermore, the central courtyard is an improved asset to the development. The residential development is compatible to the adjacent established single-family neighborhood to the north and the commercial center to the south, and will serve as a nice transition.

SUMMARY OF FINDINGS

We find that the proposed increase in two units, improvements to the outdoor elements, and increase in guest parking is in compliance from what was originally approved and meets all required PUD Standards. We support the proposed project and believe the project meets or exceeds the minimum requirements. As such we recommend approval.



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP



- LEGEND**
- IRON FOUND
 - ⊗ IRON SET
 - ⊙ NAIL FOUND
 - ⊕ NAIL & CAP SET
 - ⊙ BRASS PLUG SET
 - ⊗ MONUMENT FOUND
 - ⊙ MONUMENT SET
 - ⊙ SEC. CORNER FOUND
 - ⊗ RECORDED
 - ⊙ MEASURED
 - ⊕ CALCULATED
- EXISTING**
- OH-ELEC—ELEC. PHONE OR CABLE TV OH. LINE, POLE & GUY WIRE
 - UG-CATY—UNDERGROUND CABLE TV, CATY PEDESTAL
 - UG-PHONE—TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - UG-ELEC—ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
 - GAS—GAS MAIN, VALVE & GAS LINE MARKER
 - WATER—WATER MAIN, HYD. GATE VALVE, PIPING, SLEEVE & VALVE
 - SEWER—SANITARY SEWER, CLEANOUT & MANHOLE
 - STORM—STORM SEWER, CLEANOUT & MANHOLE
 - COMB—COMBINED SEWER & MANHOLE
 - CATCH—CATCH BASIN
 - INLET—INLET (NO INCOMING LINES)
 - YARD—YARD DRAIN (2" DIA. & SMALLER)
 - POST—POST INDICATOR VALVE
 - WATER—WATER VALVE BOX, HYDRA-VALVE BOX, SERVICE SHUTOFF
 - MAIL—MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
 - UNID—UNIDENTIFIED STRUCTURE
 - SPOT—SPOT ELEVATION AS BUILT ELEVATION
 - FENCE—FENCE
 - CONTOUR—CONTOUR LINE
 - RAIL—GUARD RAIL
 - STREET—STREET LIGHT
 - SIGN—SIGN
- PROPOSED**
- CONC.—CONCRETE
 - ASPH.—ASPHALT
 - METL—METAL
 - SHOUL—GRAVEL SHOULDER
- REFERENCE DRAWINGS**
- WATER MAIN
 - SANITARY SEWER
 - STORM SEWER
 - CITY OF TROY GIS
 - DTE ENERGY OUTSIDE SALES MAP # 1-319-388, DATED 06/15/07
 - NOT AVAILABLE AT TIME OF SURVEY
 - CONSUMERS ENERGY GAS FACILITY MAP # 02-61-22-3, DATED 6/18/07
 - FEMA FLOOD MAP # 201250534F, DATED 9/29/06
 - CONCAST, JM SITZEL
 - SUNOCO PIPELINE, NO FACILITIES ONSITE

NO.	BY	CHK	DESCRIPTION	DATE
1	RLS	DNH	AMENDED P.U.D. SUBMITTAL - REVISED RESIDENTIAL	8/4/13
2	RLS	DNH	REVISED SCREEN WALL PER CITY COMMENTS	4/29/09
3	RLS	DNH	REVISED SCREEN WALL AND PER CITY COMMENTS	4/27/09
4	RLS	DNH	PRELIMINARY DEVELOPMENT PLAN SUBMITTAL	7/10/09
5	RLS	DNH	REVISED PER CITY COMMENTS	7/10/09
6	RLS	DNH	REVISED PER CITY COMMENTS	11/04/09
7	RLS	DNH	REVISED PER CITY COMMENTS	11/04/09
8	RLS	DNH	REVISED PER CITY COMMENTS	10/20/08

CAUTION!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THESE LOCATIONS. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

THIS DRAWING AND DESIGN ARE THE PROPERTY OF PROFESSIONAL ENGINEERING ASSOCIATES, INC. ANY USE NOT SUBMITTED TO THE CONTRACTOR THAT THEY ARE NOT BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF PROFESSIONAL ENGINEERING ASSOCIATES, INC. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY INTENTIONALLY RESERVED. © 2013 PROFESSIONAL ENGINEERING ASSOCIATES, INC.

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ADJUST SOLE AND COMPLETE RESPONSIBILITY FOR CORRECTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THE CONTRACTOR SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR LEGAL, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.

3 FULL WORKING DAYS BEFORE YOU DIG CALL

811
Know what's below
Call before you dig
MISS DIG System, Inc.
1-800-482-7171 www.missdig.net

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
Phone: (248) 689-9090
Fax: (248) 689-1044
website: www.peainc.com

ROBERTSON BROTHERS
6905 TELEGRAPH ROAD SUITE 200
BLOOMFIELD HILLS, MI 48301

**PRELIMINARY SITE PLAN
BIG BEAVER AND KILMER DEV.**
PART OF THE SW 1/4 OF SECTION 22, T. 2 N., R. 11 E.,
CITY OF TROY, OKLAHOMA COUNTY, MICHIGAN

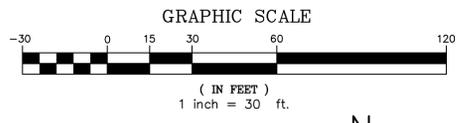
DES. RLS DNH
SUR. KTR P.M.
SUR. MCH DNH

ORIGINAL ISSUE DATE: MAY 15, 2008
PEA JOB NO. 2007-101

SCALE: 1" = 30'
DRAWING NUMBER:
C-2

ZONING INFORMATION	REQUIRED:	PROVIDED:
ZONING (PARCEL)	(A) = 0-1 (B) = R.O.W. (C) = R-1E	P.U.D.
YARD SETBACK - FRONT (BB & KILMER)	30'	10' PARKING, 74' RETAIL, 10' RESIDENTIAL (KILMER)
YARD SETBACK - REAR	20'	19' RESIDENTIAL (NORTH)
YARD SETBACK - SIDE	20'	5' ONE SIDE; BOTH = 15'
MAX HEIGHT STRUCTURE (STORIES)	36' H (3)	36' H MAX (1 STORY RETAIL, 3 STORY RESIDENTIAL)
MIN LOT SIZE PER UNIT (AREA & WIDTH)	N/A	47,082 SF (RESIDENTIAL)/16 UNITS = 2,943 SF
MIN FLOOR AREA PER UNIT	500 S.F.	20' WIDE (MIN) PER RESIDENTIAL UNIT
MAX INTENSITY PER ACRE	1,500 GSF/ACRE	500 SF (RETAIL), 1,489 SF (RESIDENTIAL)
MAX % OF LOT COVERAGE	N/A	RETAIL: 12,720 GSF/AC.; RESIDENTIAL: 15 UNITS/AC.
PARKING - RETAIL	0-1 = 1,200 GSF BLDG AREA; R-1E = 2 SPACES/UNIT	29% RETAIL, 20% RESIDENTIAL
NEW PARKING - RETAIL	(RETAIL = 18,699 GSF/200 = 93.5 SPACES)	744 (48 SHARED, EMPLOYEE) = 120 SPACES
NEW PARKING - RESIDENTIAL	(RESIDENTIAL = 24 16 UNITS = 32 SPACES)	32 GARAGE + 12 VISITOR = 44 SPACES
TOTAL PARKING	128 SPACES INCLUDING (5) REQ'D BF SPACES	164 SPACES (INCL. 6 HC)
SIDEWALK	REQUIRED (5' MIN. TYP.); (8' MIN. FOR BIKE & PED)	PROVIDED (EXISTING & NEW)
DUMPSTER	REQUIRED ● RETAIL; NOT REQUIRED ● RESIDENTIAL	PROVIDED INTERNALLY AT RETAIL BLDGS
LOADING	1 NEW SPACE REQUIRED (10'X50' MIN SPACE)	PROVIDED AT ACCESS STREET FOR RETAIL
PHASE 1 - RETAIL AREA	18,699 GSF (BLDG A = 9,607 GSF, B = 7,232 GSF, C = 1,860 GSF)	
PHASE 2 - RESIDENTIAL UNITS	600 GSF (1ST FLOOR); 16 UNITS = 9,600 SF TOTAL; 3 STORIES W/ ATTACHED GARAGE	
TOTAL SITE AREA:	(84,148 + 13,650 + 33,405) = 111,203 SF (2.55 ACRES) (1.47 AC. RETAIL/1.08 AC. RESIDENTIAL)	
	28,299 GSF BUILDING AREA/111,203 SF = 25% TOTAL LOT COVERAGE	

**PRELIMINARY
NOT FOR CONSTRUCTION**



NO.	BY	CHK	DESCRIPTION	DATE
1	RLS	DNH	PRELIMINARY DEVELOPMENT PLAN SUBMITTAL	2/10/09
2	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09
3	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09
4	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09
5	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09
6	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09
7	RLS	DNH	REVISED PER CITY REVIEW COMMENTS	11/04/09

REVISIONS

CAUTION!
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website: www.peainc.com

ROBERTSON BROTHERS
6905 TELEGRAPH ROAD SUITE 200
BLOOMFIELD HILLS, MI 48301

PRELIMINARY GRADING PLAN
BIG BEAVER AND KILMER DEV.
PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,
CITY OF TROY, OKLAHOMA COUNTY, MICHIGAN

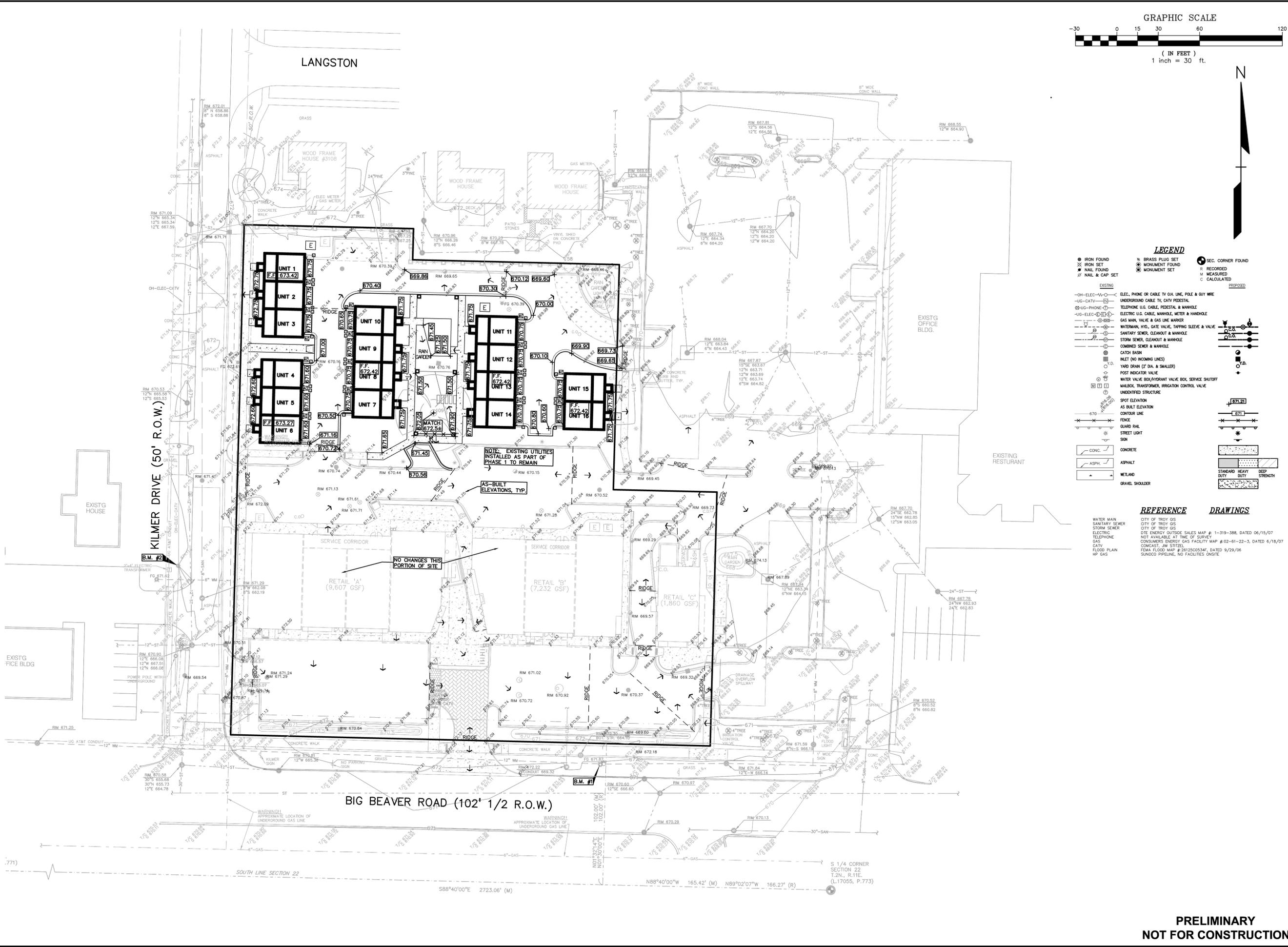
DES.	RLS	DN.	SUR.	KTR	P.M.	DNH
1	RLS	DNH	DNH	DNH	DNH	DNH

ORIGINAL
ISSUE DATE: MAY 15, 2008

PEA JOB NO. 2007-101

SCALE: 1" = 30'
DRAWING NUMBER:

C-3



LEGEND

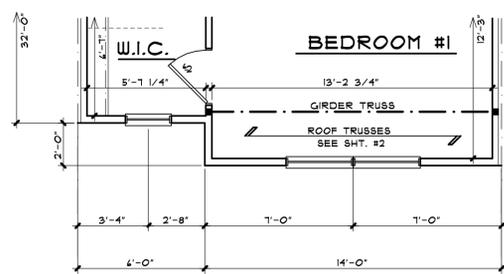
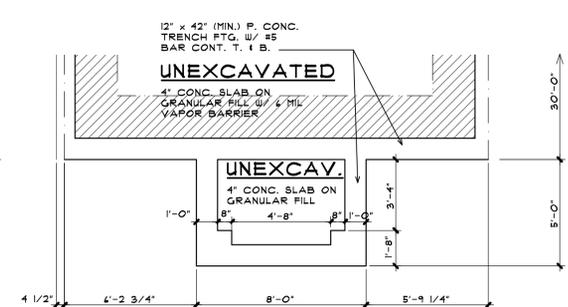
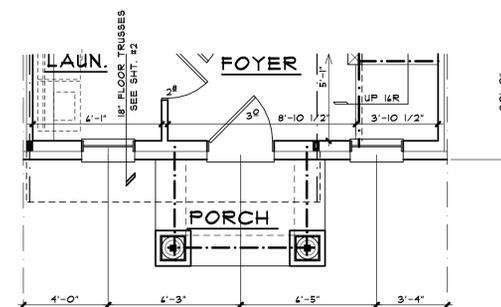
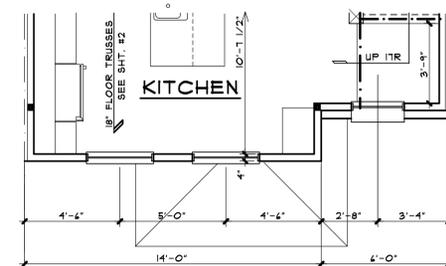
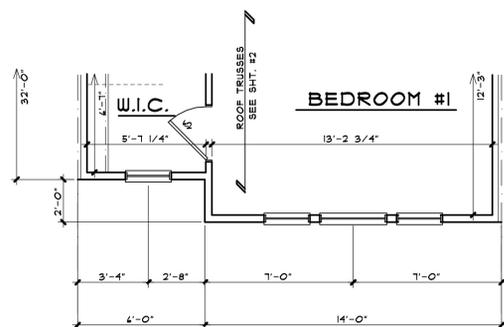
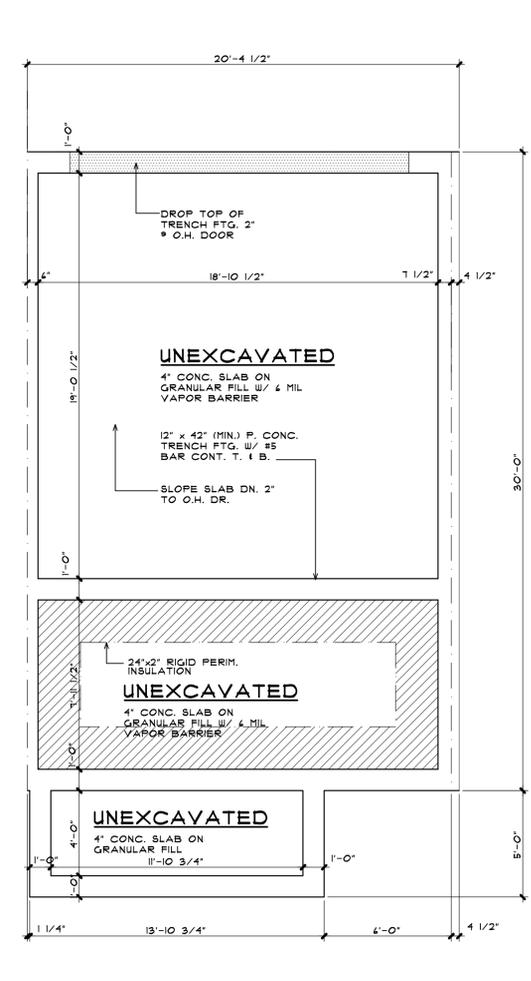
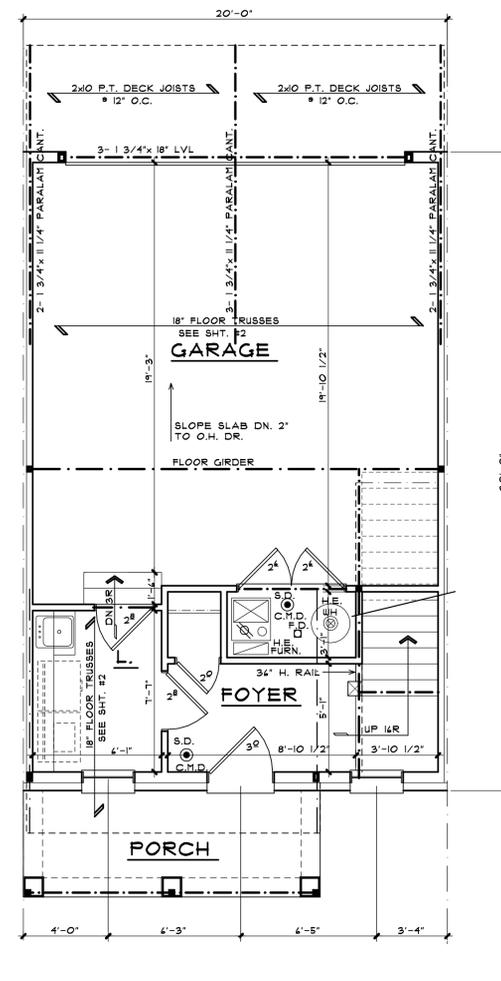
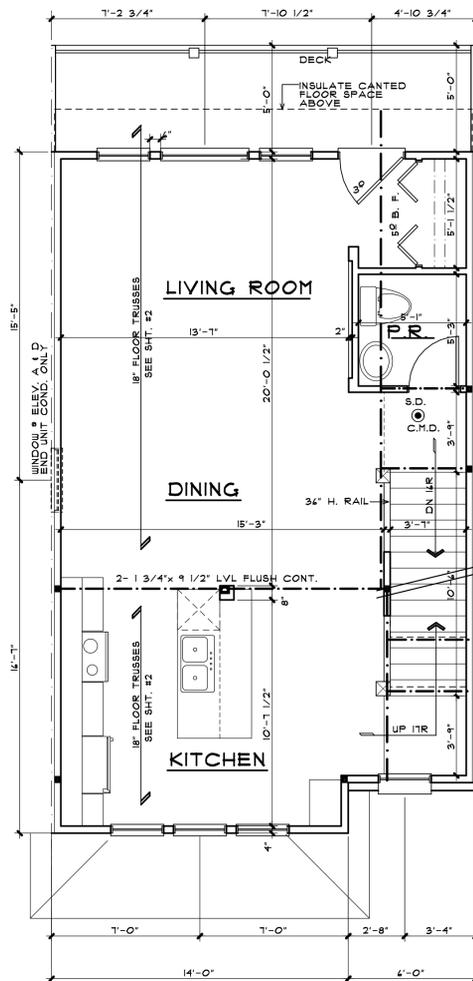
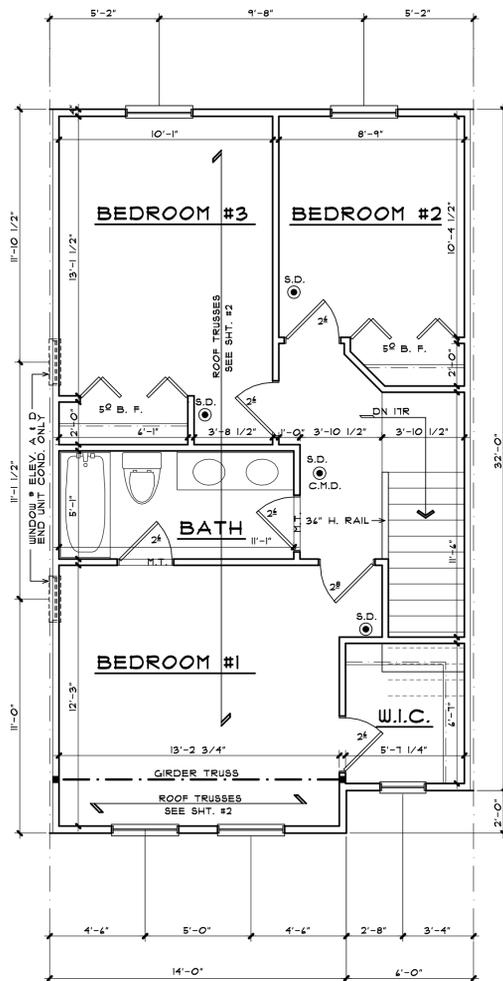
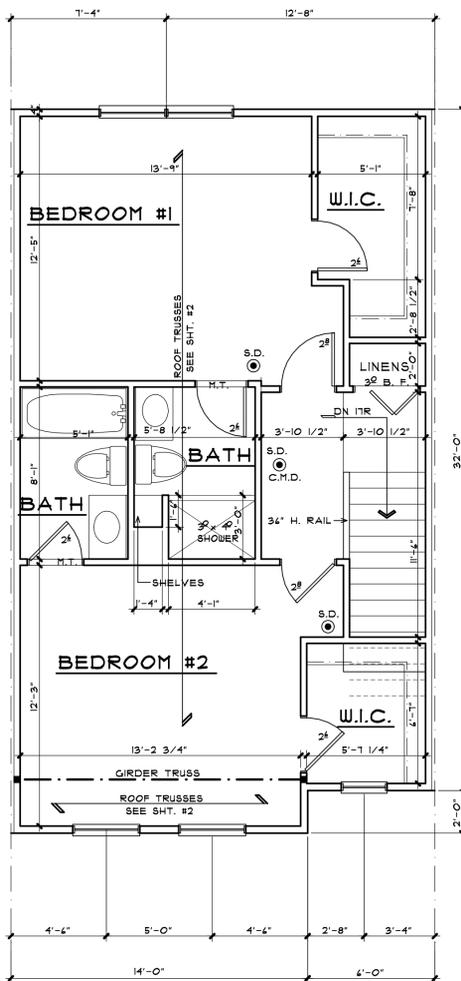
- IRON FOUND
 - ⊗ IRON SET
 - ⊕ NAIL FOUND
 - ⊗ NAIL & CAP SET
 - ⊗ BRASS PLUG SET
 - ⊗ MONUMENT FOUND
 - ⊗ MONUMENT SET
 - ⊗ SEC. CORNER FOUND
 - ⊗ RECORDED
 - ⊗ MEASURED
 - ⊗ CALCULATED
- EXISTING**
- OH-ELEC-44- ELEC. PHONE OR CABLE TV OH. LINE, POLE & GUY WIRE
 - UG-CATV- CATV UNDERGROUND CABLE TV, CATV PEDESTAL
 - UG-PHONE- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
 - UG-ELEC- ELEC. U.G. CABLE, MANHOLE, METER & HANDHOLE
 - GAS- GAS MAIN, VALVE & GAS LINE MARKER
 - WATER- WATERSHED, HYD. GATE, VALVE, PIPING SLEEVE & VALVE
 - SEWER- SANITARY SINKER, CLEANOUT & MANHOLE
 - STORM- STORM SEWER, CLEANOUT & MANHOLE
 - COMB- COMBINED SEWER & MANHOLE
 - CATCH- CATCH BASIN
 - INLET- INLET (NO INCOMING LINES)
 - POST- POST INDICATOR VALVE
 - WATER- WATER VALVE BOX/ADJUTANT VALVE BOX, SERVICE SHUTOFF
 - MTR- METER, TRANSFORMER, IRRIGATION CONTROL VALVE
 - UNID- UNIDENTIFIED STRUCTURE
 - SPOT- SPOT ELEVATION
 - AS-BLT- AS BUILT ELEVATION
 - CONTOUR- CONTOUR LINE
 - FENCE- FENCE
 - GRD- GRAD RAIL
 - STREET- STREET LIGHT
 - SIGN- SIGN
- CONCRETE**
- CONC. CONCRETE
 - ASPH. ASPHALT
 - NETLAND NETLAND
 - GRAVEL SHOULDER GRAVEL SHOULDER
- STRENGTH**
- STANDARD DUTY
 - HEAVY DUTY
 - DEEP DUTY
 - STRENGTH

REFERENCE

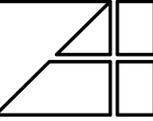
- CITY OF TROY GIS
- CITY OF TROY GIS
- DTE ENERGY OUTSIDE SALES MAP # 1-319-388, DATED 06/15/07
- NOT AVAILABLE AT TIME OF SURVEY
- CONSUMERS ENERGY GAS FACILITY MAP # 02-61-22-3, DATED 6/18/07
- COMCAST, JM SITZEL
- FEMA FLOOD MAP # 25125C0534F, DATED 9/29/06
- SUNOCO PIPELINE, NO FACILITIES ONSITE

DRAWINGS

**PRELIMINARY
NOT FOR CONSTRUCTION**



SQUARE FOOTAGE	
1ST FLOOR	193 SQ. FT.
2ND FLOOR	628 SQ. FT.
3RD FLOOR	668 SQ. FT.
TOTAL	1489 SQ. FT.



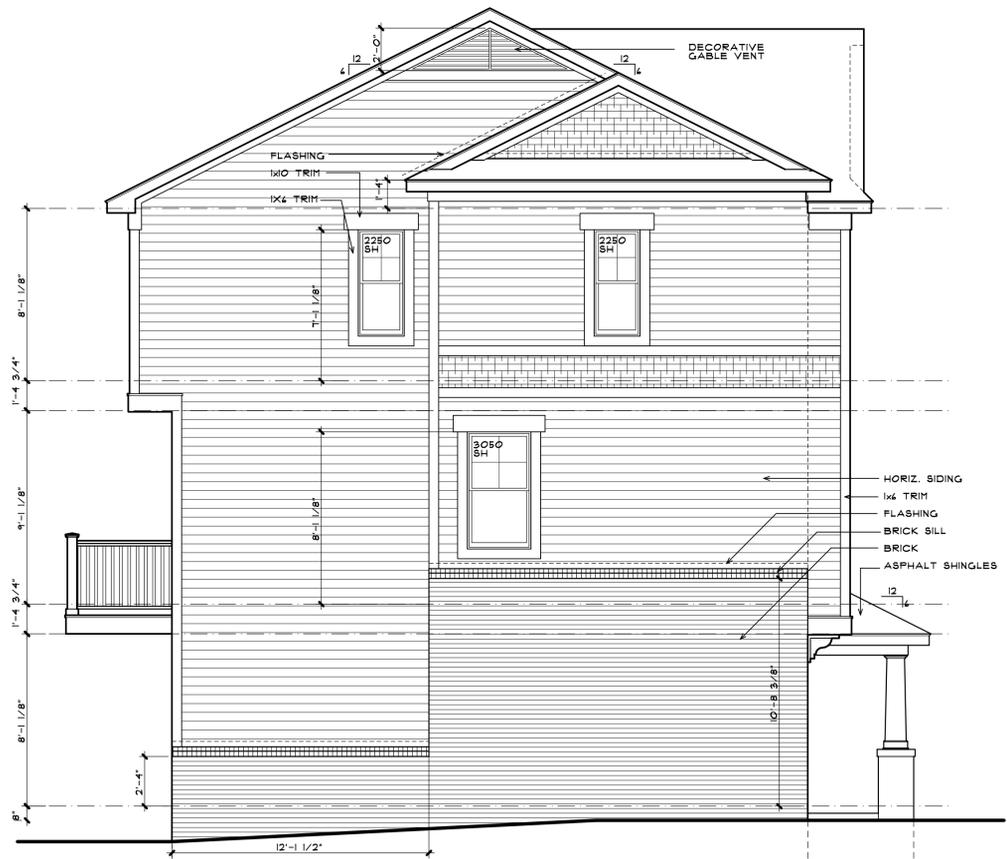
Interior Design
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248-334-5000

Architecture • Planning •
FLOOR PLANS
PRELIMINARY

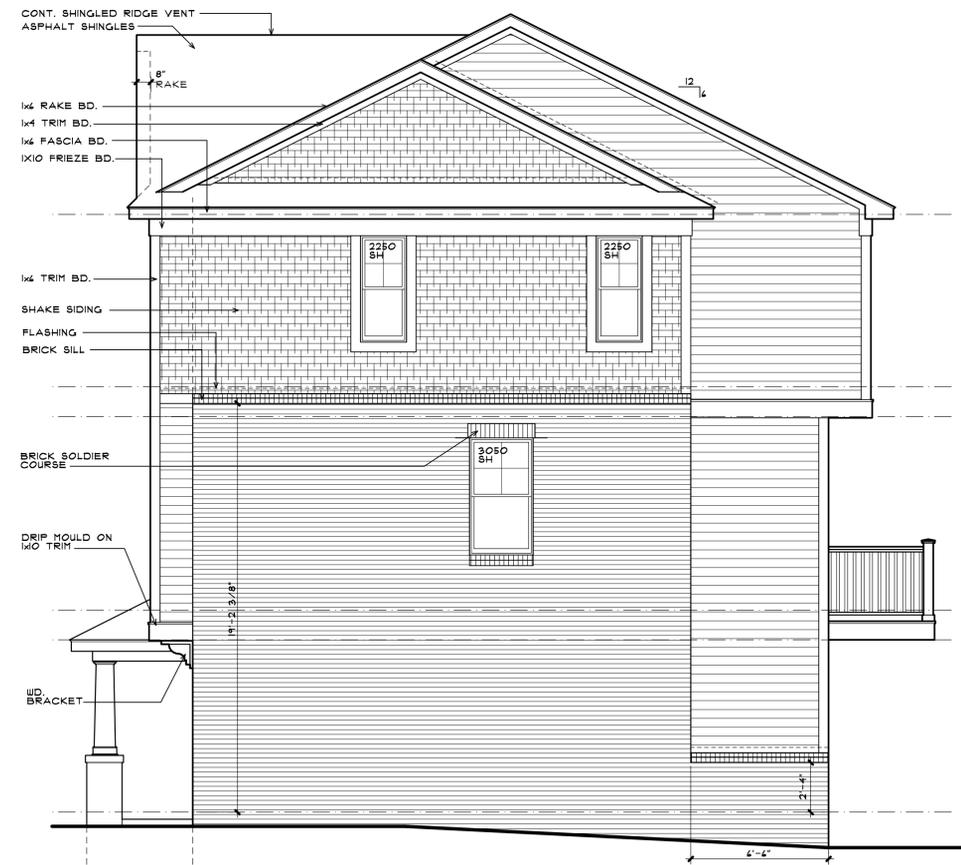
CLIENT/PROJECT
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KILMER PLACE TOWNHOMES
TROY, MICHIGAN

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REVISIONS
8-9-13

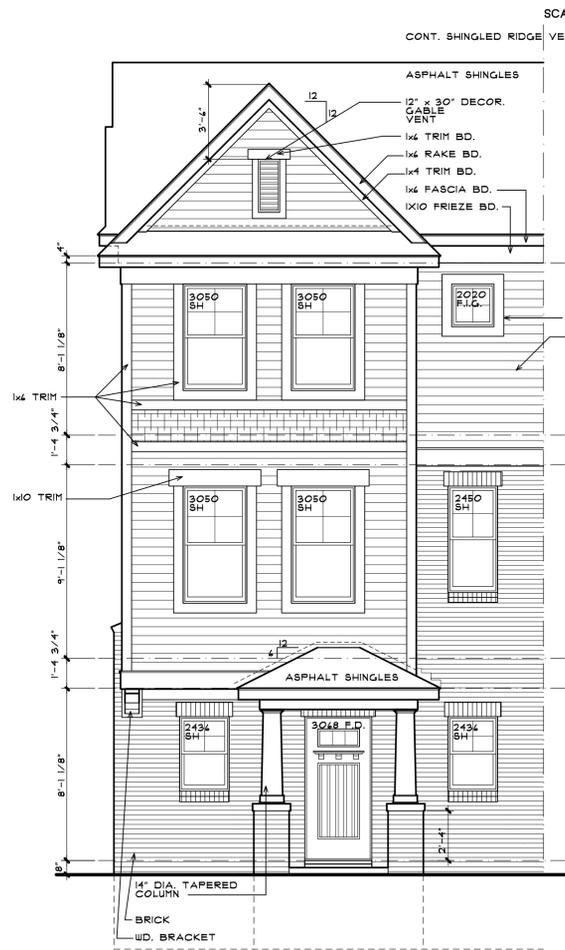
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CHECKED BY
JOB NUMBER
DATE
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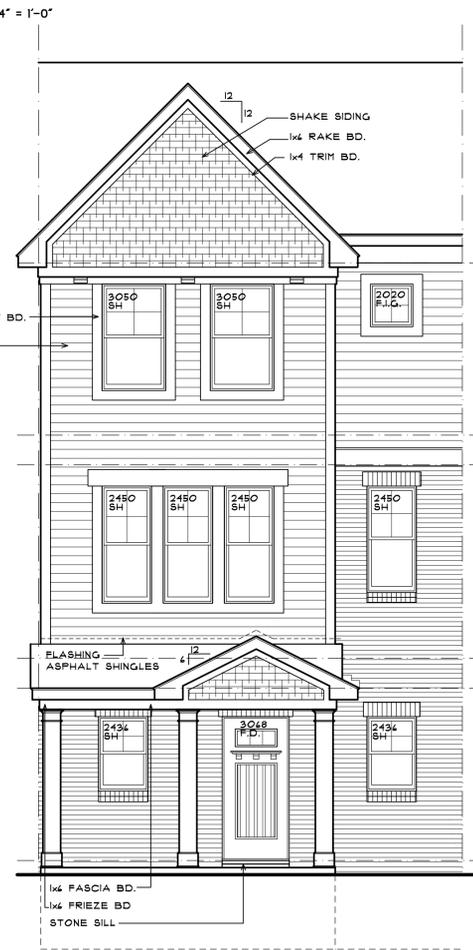
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



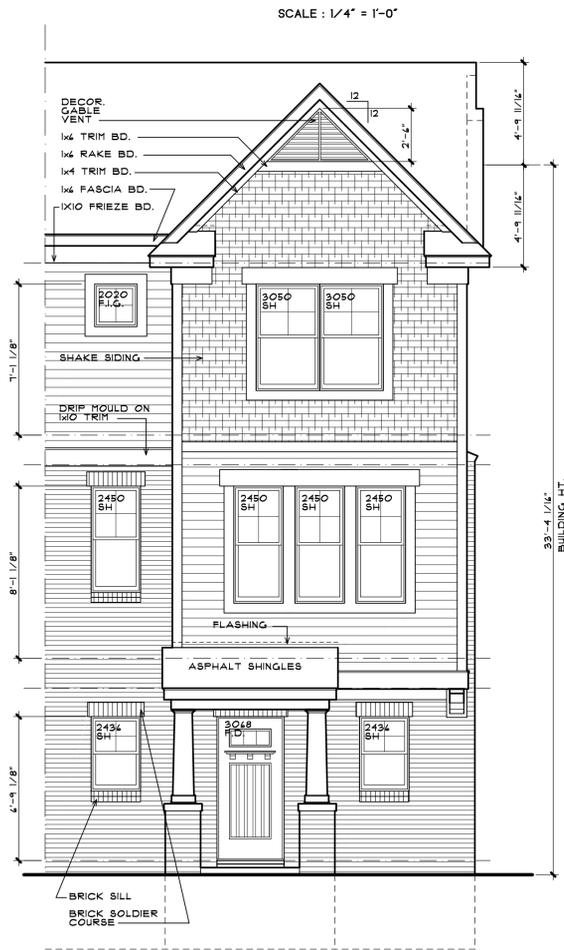
FRONT ELEVATION 'A'



FRONT ELEVATION 'B'



FRONT ELEVATION 'C'

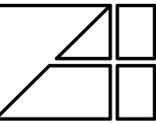


FRONT ELEVATION 'D'

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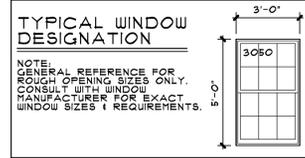
DATE

SHEET NUMBER

3

EGRESS WINDOW

NOTE:
 EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY EGRESS OR RESCUE. THE UNIT(S) MUST BE OPERABLE FROM THE INSIDE TO A FULL CLEAR OPENING WITHOUT THE USE OF SEPARATE TOOLS. WHERE WINDOWS ARE PROVIDED AS A MEANS OF EGRESS OR RESCUE, THEY SHALL HAVE SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR. ALL EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS MUST HAVE A MINIMUM NET CLEAR OPENING HEIGHT DIMENSION SHALL BE 24 INCHES AND WIDTH OF 20 INCHES.



STEEL LINTEL SCHEDULE

LOOSE STEEL LINTELS FOR MASONRY - EXTERIOR ANGLES FOR BRICK OR STONE (NO FLOOR LOAD)

MAX. CLEAR SPAN	LINTEL SIZE
5'-0" OR LESS	3 1/2" x 3 1/2" x 5/16"
7'-0" OR LESS	4" x 3 1/2" x 5/16"
8'-0" OR LESS	5" x 3 1/2" x 5/16"
9'-0" OR LESS	5" x 3 1/2" x 3/8"
10'-0" OR LESS	4" x 3 1/2" x 3/8"

NOTE: THIS SCHEDULE APPLIES UNLESS NOTED OTHERWISE ON THE PLANS AND/OR ELEVATIONS.
 NOTE: STEEL ANGLE LINTELS REQUIRE A SHOP COAT OF RUST-INHIBITIVE PAINT EXCEPT FOR LINTELS MADE OF CORROSION-RESISTANT STEEL.

OVERHANGS & DRAINAGE

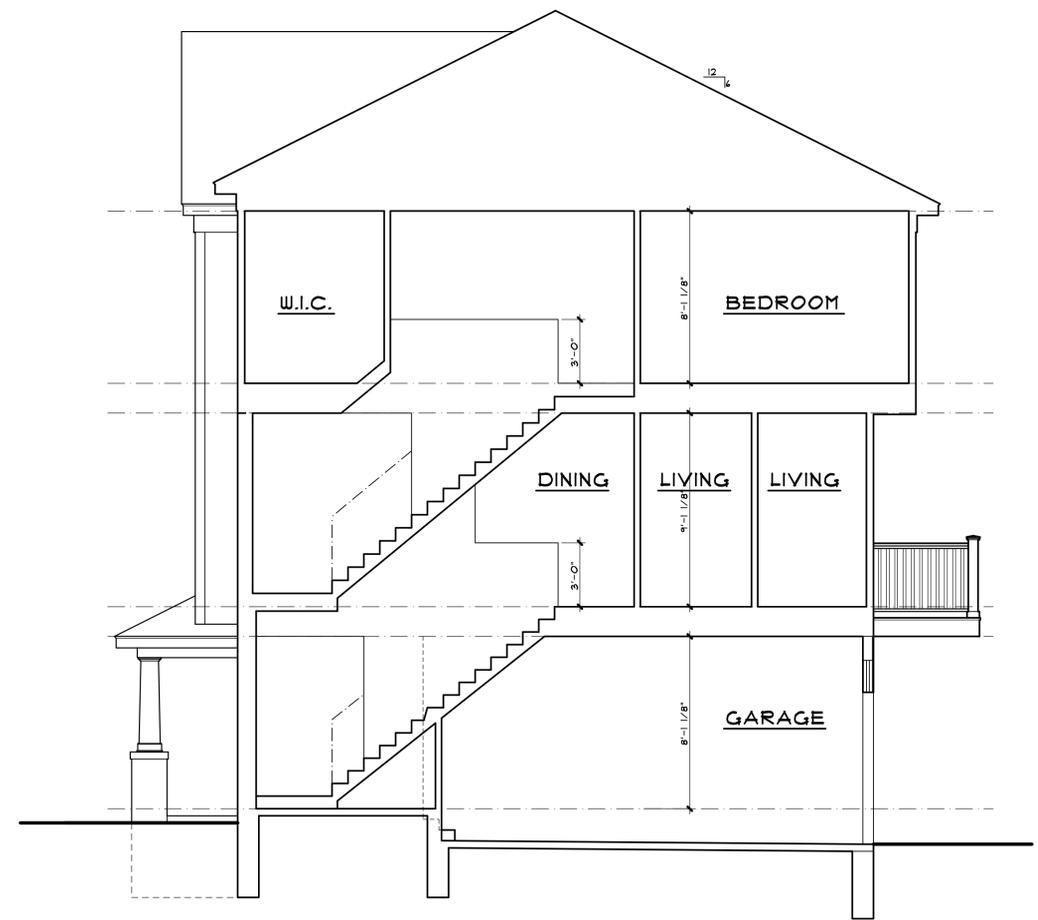
PROVIDE GUTTERS & DOWNSPOUTS FOR DRAINAGE OF ROOF WATER. DOWNSPOUTS ARE TO BE LOCATED SO THAT THE DISCHARGE WILL NOT SPILL ON OR FLOW ACROSS ANY PORCHES, WALKS OR DRIVES.

UNLESS NOTED OTHERWISE OVERHANG DIMENSIONS ARE 6" AT BRICK AND 12" AT SIDING. RAKE DIMENSIONS ARE 4" AT BRICK AND 4" AT SIDING.

WINDOW SILLS

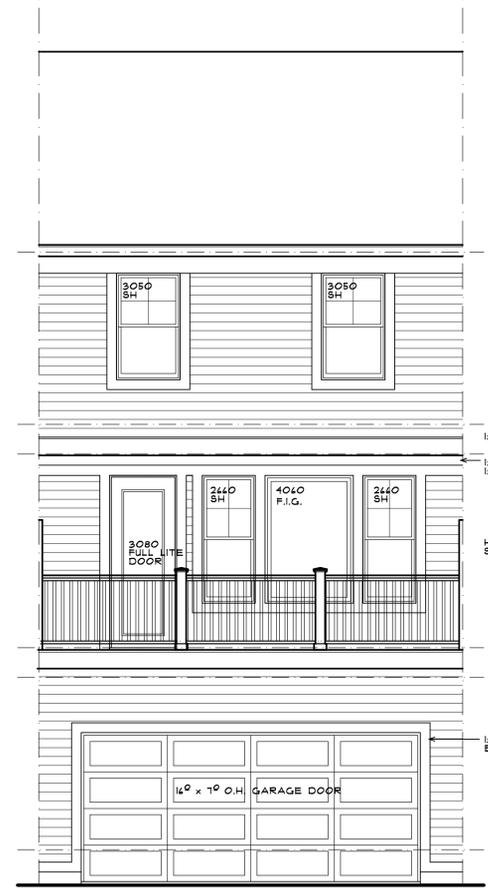
IN DWELLING UNITS, WHERE THE OPENING OF AN OPERABLE WINDOW IS LOCATED MORE THAN 12" ABOVE FINISHED GRADE OR SURFACE BELOW, THE LOWEST PART OF THE CLEAR OPENING OF THE WINDOW SHALL BE A MINIMUM OF 24 INCHES ABOVE THE FINISHED FLOOR OF THE ROOM IN WHICH THE WINDOW IS LOCATED. GLAZING BETWEEN THE FLOOR AND 24" SHALL BE FIXED OR HAVE OPENINGS THROUGH WHICH A 4 INCH DIAMETER SPHERE CANNOT PASS.

EXCEPTIONS:
 1. WINDOWS WHOSE OPENINGS WILL NOT ALLOW A 4" DIA. SPHERE TO PASS THROUGH THE OPENING WHERE THE OPENING IS IN ITS LARGEST OPENED POSITION.
 2. OPENINGS THAT ARE PROVIDED WITH WINDOW GUARDS THAT COMPLY WITH ASTM F 2004 OR F 2090.



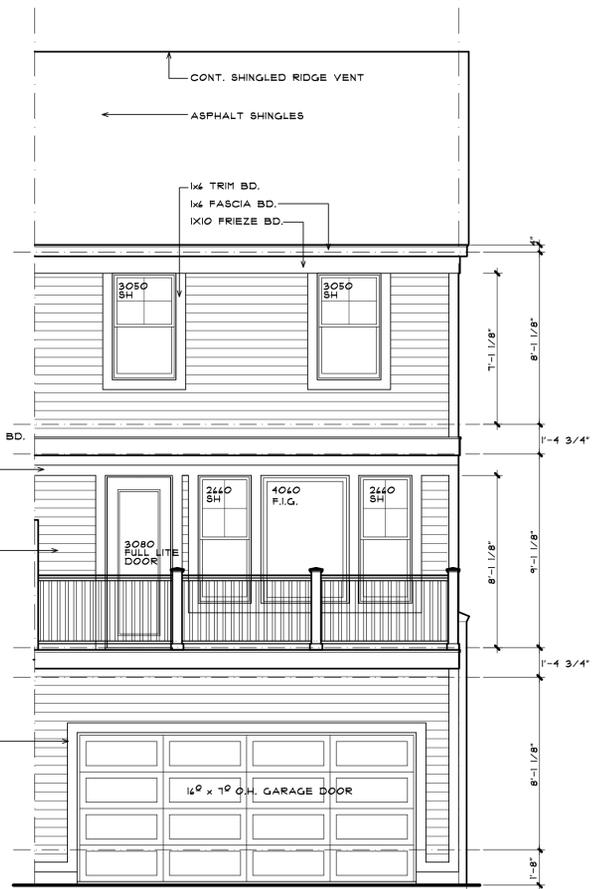
BUILDING SECTION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"





Job Name:

Job Type:

Comments:

Quantity:

Product Number: 8988PBLE-155

Dimensions:



Width: 5 3/4"
 Height: 9"

Extends: 4 1/2"

Wire: 6 1/2"

Switch Type: N/A

Mounting Proc.: Cap Nuts

Outlet Box: Mounted To Box

Bulbs:

1 - GU24 Self Ballasted 13w max 120v - included

Material List:

1 Body - Die Cast Aluminum - Pewter

Safety Listing:

UL Listed for Wet Locations
 cUL Listed for Wet Locations

Instruction Sheets

French (F-009)
 English (A-779)
 English (HC-550)

8988PBLE-155 - Single-Light Mullberry Hill Fluorescent Lantern

Collection: Mulberry Hill

One Light Outdoor Wall Fixture in Pewter Finish with White Flat Glass. Decorative Panel Molding.

Fluorescent outdoor wall lantern in white finish over cast aluminum. An ENERGY STAR Qualified fluorescent fixture. Photocell included. Ref. fix. 8988L-155

UPC #: 785652898068

Product Type: Outdoor Wall Lantern

Finish: Pewter (155)

Features:

Clear Bulb Recommended Energy Star Compliant
 Photocell Powder Coat Finish
 Title 24

Shade / Diffuser												
Part	Material	Finish	Quantity	Item Number	Length	Width	Height	Diameter	Fitter Diameter	Shade Top Length	Shade Top Width	Shade Top Diameter
Panel	Glass	Smooth White	1			3	5					
Panel	Glass	Smooth White	1			3 3/16	5 1/16					
Panel	Glass	Smooth White	1			3 3/16	5 1/16					

Backplate / Canopy						
Type	Height/Length	Width	Depth	Diameter	Outlet Box Up	Outlet Box Down
Back Plate					5 11/16	3 1/16

Replacement Bulb Data:										
Product #	Type	Base	Watts	Watts Consumed	Volts	Hours	Lumens	Temp (°K)	CRI	
97102			13		120v	10000	900	2700	81	

Shipping Information									
Package Type	Quantity	UPC	Length	Width	Height	Cube	Weight	UPS Ship	Label
Individual	1	785652898068	6.5	5.5	9.25	0.191	1.9	Yes	F E-1 IP

Master Pack	6	10785652898065	17.25	14	10.5	1.467	13.75	Yes	
NJ Pallet	216		48	40	70	77.778	495	No	
NV Pallet	216		48	40	70	77.778	495	No	













Proposed Exterior Color Package for Kilmer Place

Heritage Roof Shingles Color: Weather Wood

Amherst Vinyl Siding Color: Wicker

Amherst Siding Color: Pebble

Brick Color: St. Augustine

Door Stain Color: American Walnut

Gutters: Wicker

Trim Color: SW7006 Extra White

TAMKO

HERITAGE Premium

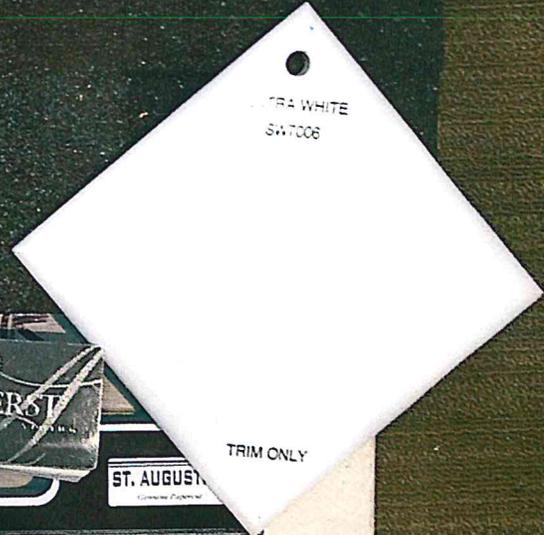
LAMINATED ASPHALT SHINGLES

HERITAGE

LAMINATED ASPHALT SHINGLES



Featured Color:
Weathered Wood



ULTRA WHITE
SW7006

TRIM ONLY

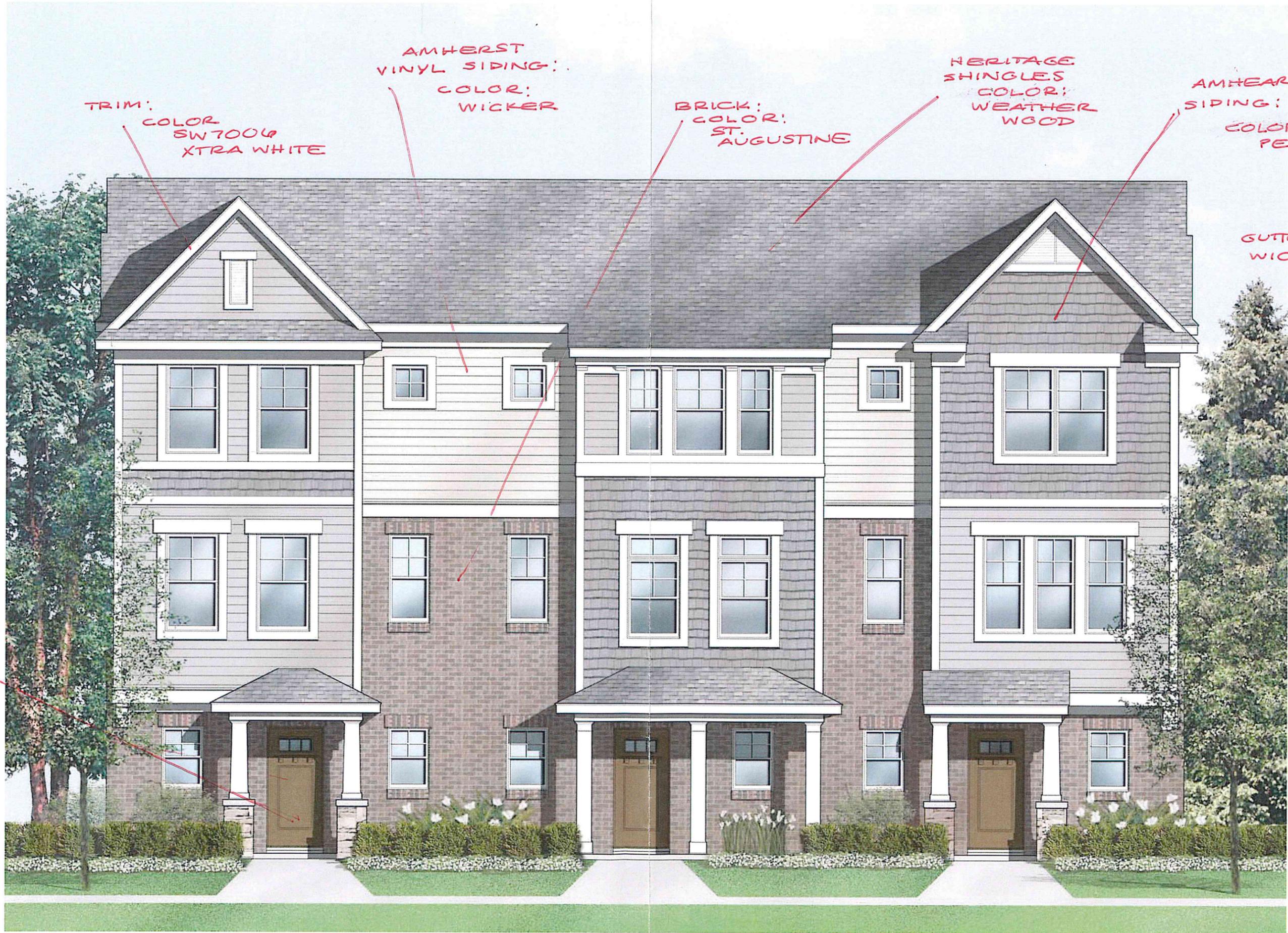


ST. AUGUSTINE



PO
Charlotte, NC 28217
MC 128-4811 Fax MC 128-4776
www.tamkoshingles.com

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TRIM:
COLOR
SW7004
XTRA WHITE

AMHERST
VINYL SIDING:
COLOR:
WICKER

BRICK:
COLOR:
ST.
AUGUSTINE

HERITAGE
SHINGLES
COLOR:
WEATHER
WOOD

AMHEARST
SIDING:
COLOR:
PEBBLE

GUTTERS:
WICKER.

STAINED
DOORS:
AMERICAN
WALNUT



Kilmer Place Narrative

On June 25, 2013 Robertson presented its proposed revisions to the residential portion of the Big Beaver Kilmer Planned Unit Development to a special study meeting of the Planning Commission. Attached you will find a revised application and revised plans that reflect the comments we noted from the June meeting. The application does not include a new wetlands detention or a tree preservation plan because the site has already been developed. The request is to increase the total number of homes to 16 from the prior approval and to modify the exterior elevations and building orientations on the site plan. The proposed changes are shown on the enclosed site plan and elevations and are as noted below:

Site Plan:

- The residential component was originally approved for 14 larger units. Robertson's first submission was for 17 units and has been revised to 16 units.
- The approved residential GSF was 13,727 (1st Floor). The revised plan eliminated one unit reducing the GSF by 600 square feet for a total proposed residential GSF of 9600 square feet.
- Building height no change, 3 story 33-4" mid-point.
- The revised plan has added two additional parking spaces as requested.
- Sidewalks located on the south side of the residential have been relocated from the original plan and some have been eliminated to provide for a landscape buffer zone to the retail.
- Approved setback 10.35' provided 19.87'
- The court yard area and overall landscaping has been revised and improved from our original submission.
- The rain garden has been preserved on the new site plan.
- The park common area with the Heritage tree has been expanded.

Elevations:

- The character of the elevations has been re-directed to relate more to the residential influences to the north than to the retail fronting Big Beaver. The colors on the elevations have been revised to match more closely with the retail and additional brick has been added to the front elevations as requested.
- The overall size of the units has been reduced to appeal to our assessment of the younger professional buyer in the Troy market.
- The elevations call for a full masonry first floor with a mix of horizontal and shake siding on the second and third levels.



9. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT KILMER PLACE (File Number PUD 10-A) – Proposed Revision to Concept Development Plan and Preliminary Development Plan, Northeast Corner of Big Beaver and Kilmer (3088 Kilmer), Section 22, Currently Zoned PUD (Planned Unit Development #10) District

Mr. Carlisle reviewed the proposed revision to the Concept Development Plan and Preliminary Development Plan relating to the residential portion in the rear of the development. The applicant is seeking two additional units that result in a slight redesign of the site plan and a slightly smaller building envelope. Mr. Carlisle said the proposed revisions are in compliance with the originally approved plan and meet all required PUD standards. He recommended approval to City Council.

The applicant James Clarke of Robertson Brothers Company and Cary Gitre were present.

Mr. Clarke addressed:

- Differences in square footage/building envelope from the original plan.
- Courtyard design.
- Additional parking spaces, shared parking if necessary.
- Elevations.
- Rain garden.

PUBLIC HEARING OPENED

Anil Narisetty of 452 Langston addressed concerns with the relationship of the proposed residential portion to his property.

PUBLIC HEARING CLOSED

Resolution # PC-2013-09-074

Moved by: Schultz
Seconded by: Krent

WHEREAS, On June 15, 2009, City Council approved the Preliminary Development Plan for the BBK Mixed-Use Development Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, located in Section 22; and

WHEREAS, The approximately 2.5 acre BBK mixed-use PUD included approximately 19,000 square feet of retail and fourteen (14) attached residential units; and

WHEREAS, Construction on the retail component of the PUD along the Big Beaver frontage was recently completed; and

WHEREAS, Robertson Brothers Company intends to add two (2) additional residential units within the residential component of the PUD, known as Kilmer Place; and

WHEREAS, The proposed increase in two (2) residential units, improvements to the outdoor elements, and increase in guest parking is in compliance with what was originally approved; and

WHEREAS, The proposed revision to the PUD meets the Standards for Approval set forth in Section 11.03.

BE IT RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval and Preliminary Development Plan Approval for the revised residential component of BBK Mixed-Use Development Planned Unit Development, be granted.

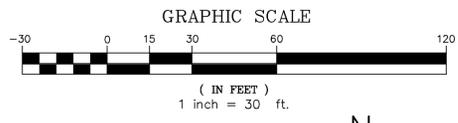
Yes: Hutson, Kempen, Krent, Schepke, Schultz, Tagle

No: Strat

Absent: Edmunds, Sanzica

MOTION CARRIED

Mr. Strat said the residential portion as revised does not result in high end condominiums, and it was high-end condominiums planned and approved in the original Planned Unit Development application, for which he voted affirmatively.

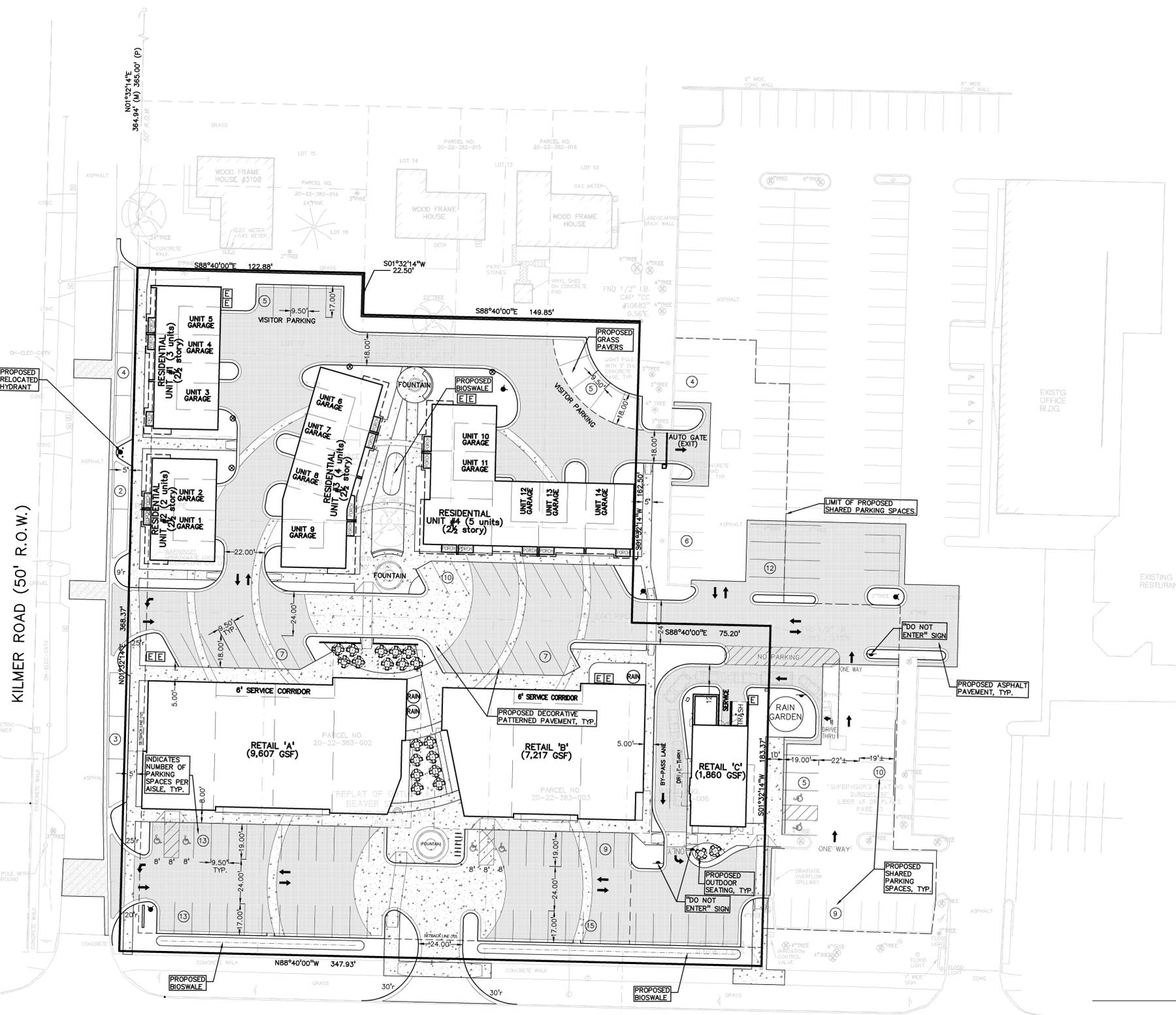


NO.	BY	CHK	DESCRIPTION	DATE
1	RLS	DNH	REVISED PER CITY COMMENTS	10/20/08

REVISIONS

KILMER ROAD (50' R.O.W.)

BIG BEAVER ROAD (102' 1/2 R.O.W.)



LEGEND

● IRON FOUND	⊗ BRASS PLUG SET	⊙ SEC. CORNER FOUND
⊗ IRON SET	⊙ MONUMENT FOUND	⊙ RECORDED
⊗ NAIL FOUND	⊙ MONUMENT SET	⊙ MEASURED
⊗ NAIL & CAP SET		⊙ CALCULATED

EXISTING

- OH-ELEC-14-0- ELEC. PHONE OR CABLE TV OH. LINE, POLE & GUY WIRE
- UG-CATV- CATV UNDERGROUND CABLE TV, CATV PEDESTAL
- UG-PHONE- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
- UG-ELEC- ELEC. U.G. CABLE, MANHOLE, METER & HANDHOLE
- GAS- GAS MAIN, VALVE & GAS LINE MARKER
- WATER- WATER MAIN, VALVE, GATE VALVE, TAPPING SLAVE & VALVE
- SEWER- SANITARY SEWER, CLEANOUT & MANHOLE
- STORM- STORM SEWER, CLEANOUT & MANHOLE
- COMB- COMBINED SEWER & MANHOLE
- CATCH- CATCH BASIN
- INLET- INLET (NO INCOMING LINES)
- POST- POST INDICATOR VALVE
- WATER- WATER VALVE BOX/VALVE BOX, SERVICE SHUTOFF
- MAIL- MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
- UNID- UNIDENTIFIED STRUCTURE
- SPOT- SPOT ELEVATION AS BUILT ELEVATION
- CONTOUR- CONTOUR LINE
- FENCE- FENCE
- RAIL- GARD RAIL
- STREET- STREET LIGHT
- SIGN- SIGN

PROPOSED

- 67.21- PROPOSED ELEVATION
- STANDARD- STANDARD DUTY
- HEAVY- HEAVY DUTY
- DEEP- DEEP STRENGTH

REFERENCE DRAWINGS

- WATER MAIN CITY OF TROY GIS
- SANITARY SEWER CITY OF TROY GIS
- STORM SEWER CITY OF TROY GIS
- ELECTRIC DTE ENERGY OUTSIDE SALES MAP # 1-319-388, DATED 06/15/07
- TELEPHONE CONSUMERS ENERGY GAS FACILITY MAP # 02-61-22-3, DATED 6/18/07
- GAS COMCAST, JM SITTTEL
- CATV FEMA FLOOD MAP # 20125C0534F, DATED 9/29/06
- FLOOD PLAN SUNDOCO PIPELINE, NO FACILITIES ONSITE

CAUTION!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR OBTAINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

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Phone: (248) 689-9090
Fax: (248) 689-1044
website: www.peainc.com

NOTE: REFER TO ARCHITECTURAL SITE PLAN FOR SITE DATA TABLE INFORMATION.

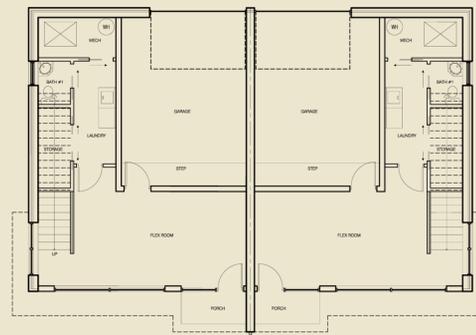
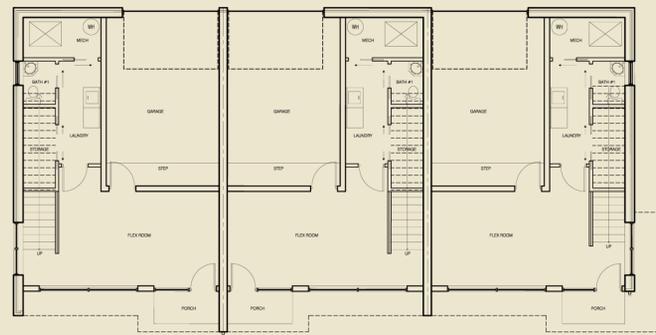
TH MARSH CONSTRUCTION CO.
12725 STARK ROAD
LIVONIA, MI 48150

PRELIMINARY SITE PLAN
BIG BEAVER AND KILMER DEV.
PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,
CITY OF TROY, OKLAND COUNTY, MICHIGAN

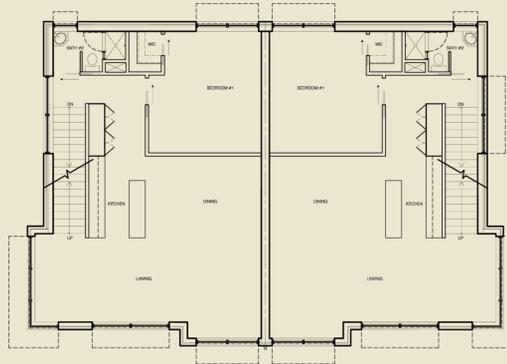
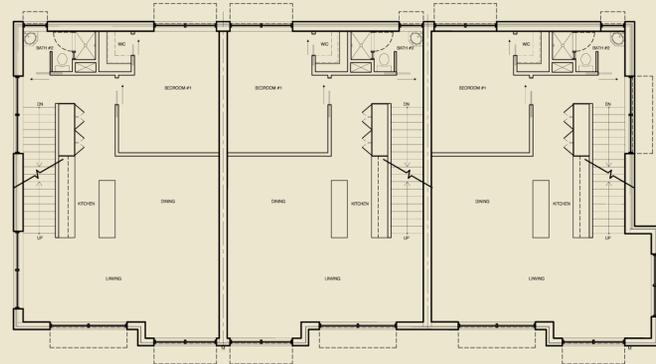
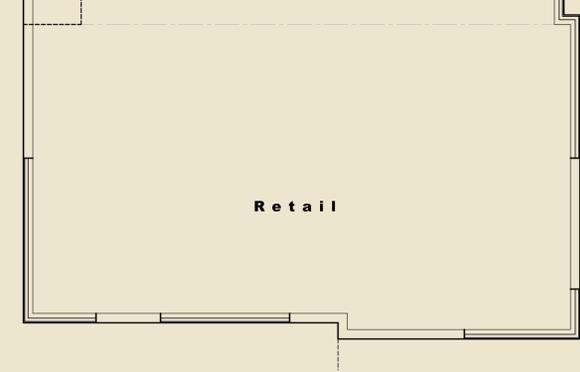
DES. RLS DN. RLS SUR. KTR P.M. DNH
DATE: 10/20/08

ORIGINAL ISSUE DATE: MAY 15, 2008
PEA JOB NO. 2007-101
SCALE: 1" = 30'
DRAWING NUMBER:
C-2

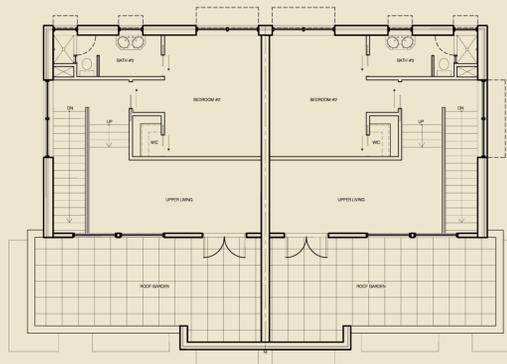
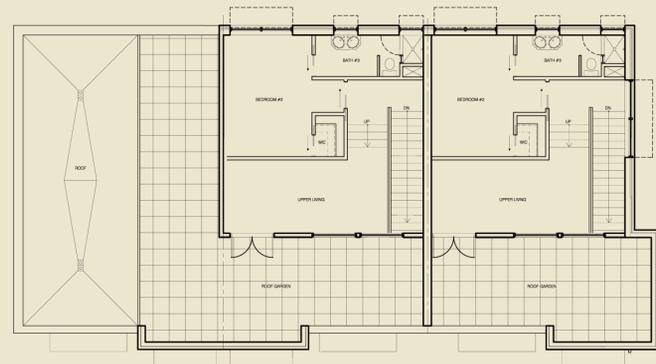
PRELIMINARY NOT FOR CONSTRUCTION



1st Floor Plan



2nd Floor Plan



3rd Floor Plan

- DESIGN CONCEPT:**
- Modern, Contemporary, Unique
 - Linear (Horz.) Motion
 - Illumination/ Light
 - Connection (site, city, Big Beaver)
 - Walkable
 - Gateway/ Destination
 - Open/ Clear/ Visibility
 - Scale (Break down Mass; Solid/open)
 - Green (Building, Landscaping & Site)



BBK MIXED-USE PROJECT - CONCEPTUAL SKETCH (RESIDENTIAL) - Preliminary



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**AMENDMENT NO. 2 TO KILMER PLAZA PLANNED UNIT
DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO DEVELOPMENT AGREEMENT is made as of November 11, 2013, by and among Marsh BBK-Troy, LLC, a Michigan limited liability company (“Marsh”), the address of which is 300 Balmoral Centre, 32121 Woodward Avenue, Royal Oak, MI 48073, Bostick Development L.C., a Michigan limited liability company (“Bostick”), the address of which is 32900 Dequindre, Warren, MI 48092 (Marsh and Bostick shall individually and collectively be referred to herein as, the “Developer”), and City of Troy, a municipal corporation (the “City”), the principal address of which is 500 West Big Beaver Road, Troy, MI 48084.

RECITALS:

WHEREAS, Marsh and Bostick, as successor to Dennis Bostick pursuant to a Quit Claim Deed dated January 28, 2009, and recorded on April 20, 2009 in Liber 41088, page 145, Oakland County Records, are the owners of certain real property situated in the City of Troy, County of Oakland and State of Michigan, described as follows:

435 E. Big Beaver (Parcel I.D. No. 88 20 22 383 007)

T2N, R11E, SEC 22 REPLAT OF OUTLOT A OF BIG BEAVER PART OF LOT 135, ALSO OF 'SUPERVISOR'S PLAT NO 9' PART OF LOTS 1, 2 & 3 ALL DESC AS BEG AT PT DIST N 88-40-00 W 165.42 FT & N 01-32-14 E 102 FT FROM S 1/4 COR, TH N 88-40-00 W 272.73 FT, TH N 01-32-14 E 183.37 FT, TH S 88-40-00 E 347.93 FT, TH S 01-32-14 W 183.37 FT, TH N 88-40-00 W 75.20 FT TO BEG.

3088 Kilmer (Parcel I.D. No. 88 20 22 382 012)

T2N, R11E, SEC 22 BURGESS BUNGALOW SUB LOTS 17 TO 22 INCL, ALSO ALL OF VAC MYRTLE AVE

WHEREAS, Developer and the City entered into a Development Agreement dated December 15, 2008, and recorded on January 14, 2008, in Liber 40821, page 46, Oakland County Records (“Development Agreement”) governing the planned unit development on the above described property, now known as the “Kilmer Plaza” Planned Unit Development, and also referred to in this amendment as the “project.”

WHEREAS, Developer and City entered into Amendment No. 1 to the Development Agreement on June 15, 2009, and recorded July 15, 2009, in Liber 41336, page 218.

WHEREAS, the City granted Concept Development Plan approval on December 15, 2008 and Preliminary Development Plan approval on June 15, 2009, authorizing the development and improvement of the above described property for a mixed use that included 19,000 square feet of retail and fourteen (14) attached residential units in accordance with plans referenced in Section 1.2 D of the Development Agreement.

WHEREAS, the City of Troy Planning Commission at its meeting on September 24, 2013 passed its resolution recommending Concept Development Plan approval and Preliminary Development Plan approval for a revised residential component of the Planned Unit Development allowing a total of sixteen (16) attached residential units.

WHEREAS, the Troy City Council passed its resolution at its meeting on October ____, 2013 granting Concept Development Plan approval and Preliminary Development Plan approval for a revised residential component of the Planned Unit Development allowing a total of sixteen (16) attached residential units.

Whereas Developer and City have agreed to amend the Development Agreement to incorporate the necessary changes as a result of the approval of the Concept Development Plan and Preliminary Development Plan for a revised residential component of the Planned Unit Development.

AGREEMENT:

NOW THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Section 1.2 of the Development Agreement is amended by adding a new subsection H to read as follows:

H. Effective November 11, 2013, the PUD Documents shall include the Concept Development Plan and the Preliminary Development Plan approved by the City on November 11, 2013 revising the residential component of the project to include 16 attached residential units and all plans submitted by Robertson Brothers Company to the City with its application for Concept Development Plan and Preliminary Development Plan approval including Sheet C-2 as revised on August 14, 2013, Sheet C-3 as revised on August 14, 2013, Sheet L-1 issued on August 2, 2013, and Sheets 1, 2, and 3 of Floor Plans and Elevations prepared by Alexander V. Bogaerts & Associates, P.C., as revised on August 19, 2013. Copies of the aforesaid Sheets C-2, C-3, L-1, Floor Plans and Elevations are attached hereto. Effective November 11, 2013, the residential component of the project shall be developed and improved in accordance with the plans referenced in this subsection H and with Article 11 of the City of Troy Zoning Ordinance in effect at the time this Amendment to the Development Agreement is entered into.

2. Section 2.4 of the Development Agreement is amended by amending and restating in its entirety the sentence on page 5 that begins "The residential component shall consist of..." to read "The residential component shall consist of sixteen (16) total residential units on the north portion of

the property as detailed in the plans referenced in Section 1.2H of the Development Agreement as amended.

3. Except as specifically amended herein, all the terms and provisions of the Development Agreement and Amendment No. 1 to the Development Agreement are hereby ratified and affirmed to be in full force and effect as of the date hereof. To the extent that any conflict exists between the terms of the Development Agreement, Amendment No. 1 to the Development Agreement, and the terms of this Amendment, the terms and provisions of this Amendment shall govern and control.

4. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Amendment may be delivered between the parties via telecopy (facsimile) or electronic mail.

THIS AMENDMENT shall be deemed entered into and effective as of the date on the last date shown below.

DEVELOPER

MARSH BBK-TROY, LLC a Michigan limited liability company

By: _____

Ryan S. Marsh

Its: Manager

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Ryan S. Marsh the Manager of Marsh BBK-Troy, LLC, a Michigan limited liability company, on behalf of the company.

Print Name:
Notary Public, _____ County, Michigan
My Commission Expires:
Acting in the County of _____

Bostick Development L.C., a Michigan limited liability company

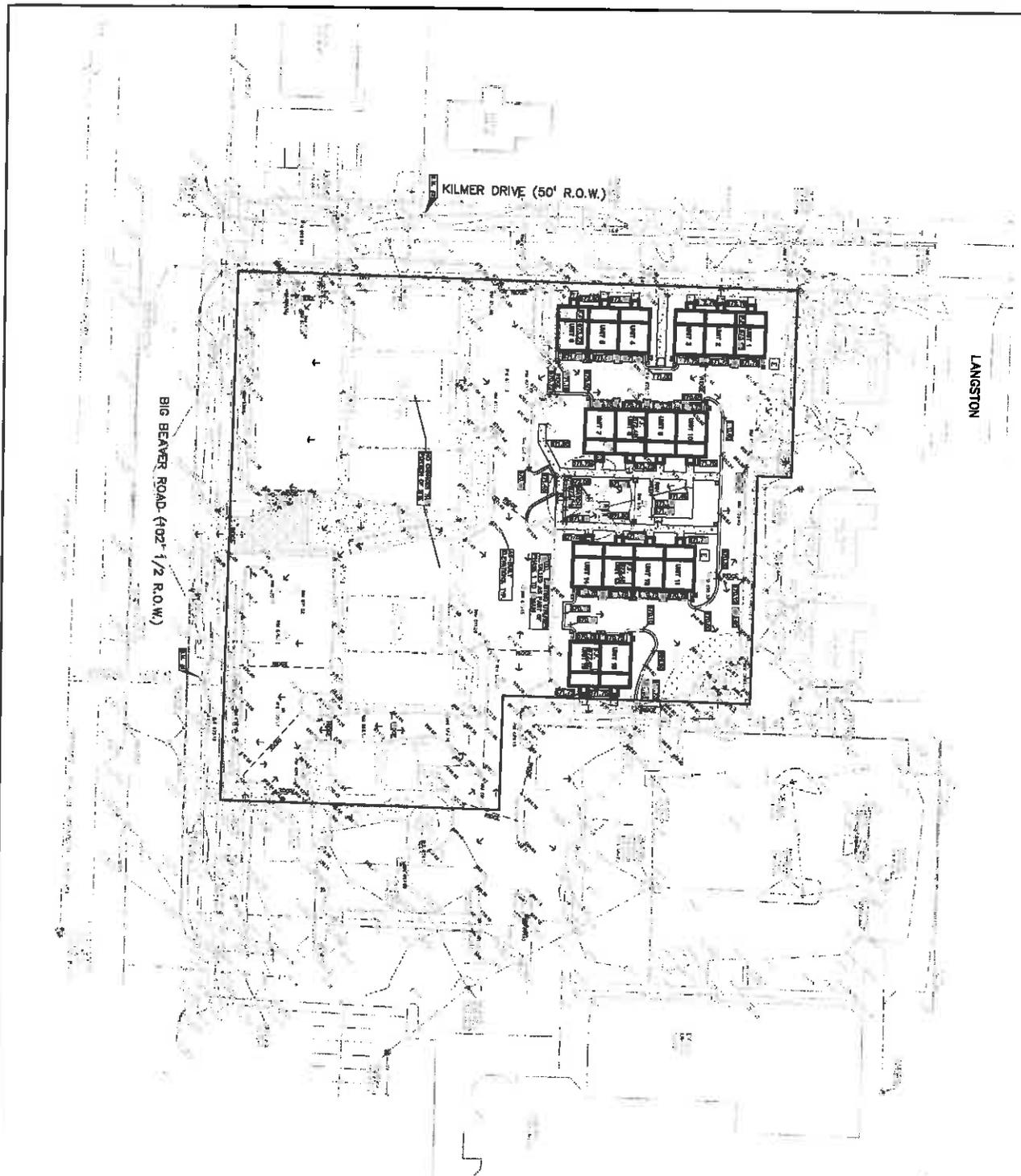
By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ the _____ of Bostick Development L.C., a Michigan limited liability company, on behalf of the company.

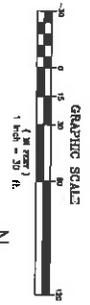
Print Name:
Notary Public, _____ County, Michigan
My Commission Expires:
Acting in the County of _____



LANSTON

KILMER DRIVE (50' R.O.W.)

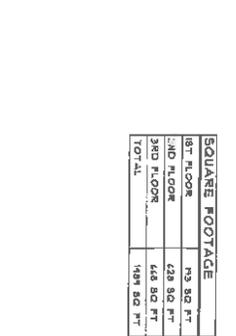
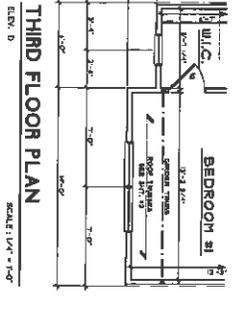
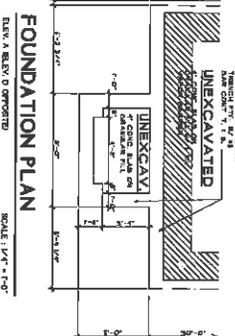
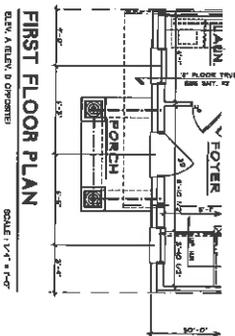
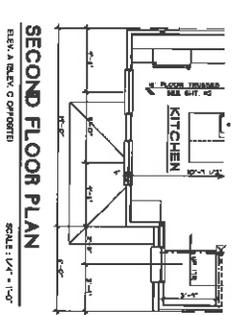
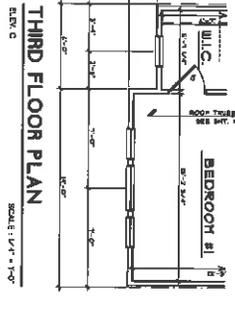
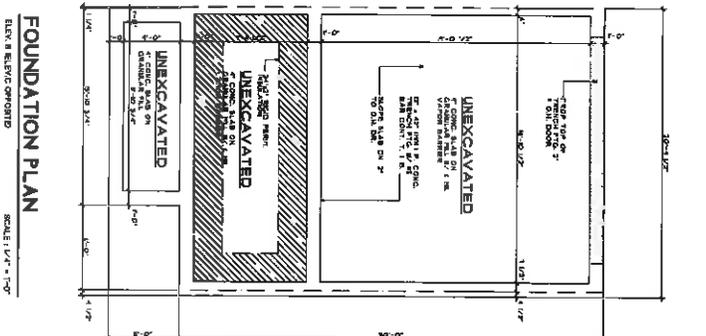
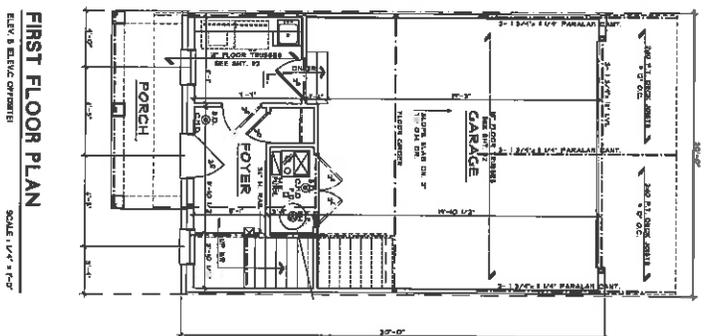
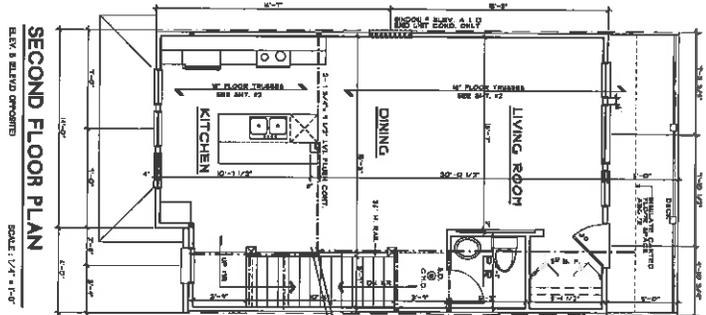
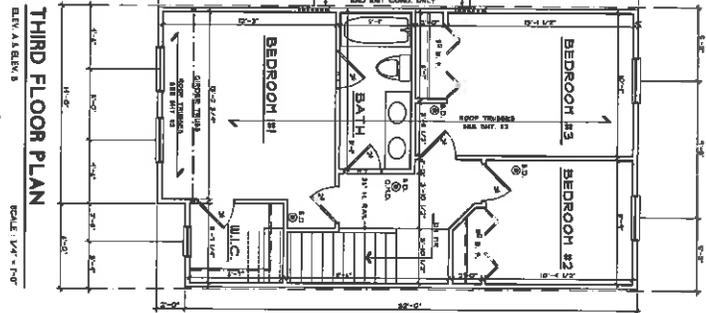
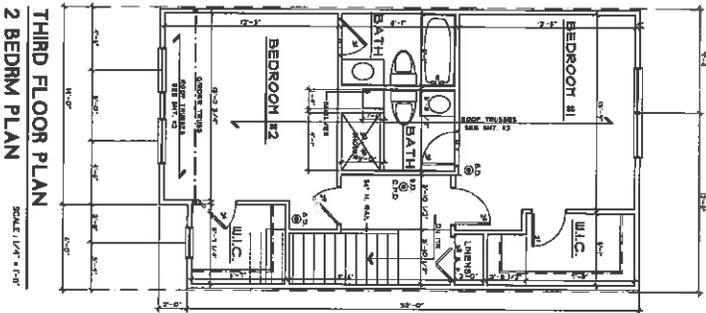
BIG BEAVER ROAD (102' 1/2 R.O.W.)



- LEGEND**
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PRELIMINARY
 NOT FOR CONSTRUCTION

ROBERTSON BROTHERS 6915 TELEGRAPH ROAD SUITE 200 BLOOMFIELD HILLS, MI 48301		PEA PROFESSIONAL ENGINEERS & ARCHITECTS 2400 Rockwood Dr., Suite 100 Troy, MI 48063-1072 Tel: 313.486.1877 Fax: 313.486.1847	811 Michigan Toll Free Call Center 1-800-392-8111	3 CALL WORKING DURING BEFORE YOU DIG CALL	REVISIONS <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td></tr> <tr><td>26</td><td></td><td></td></tr> <tr><td>27</td><td></td><td></td></tr> <tr><td>28</td><td></td><td></td></tr> <tr><td>29</td><td></td><td></td></tr> <tr><td>30</td><td></td><td></td></tr> </table>	NO.	DATE	DESCRIPTION	1			2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24			25			26			27			28			29			30		
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PRELIMINARY GRADING PLAN BIG BEAVER AND KILMER DEV. PART OF THE SW 1/4 OF SECTION 22, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN		DESIGNED BY: [] CHECKED BY: [] DATE: []																																																																																																



SQUARE FOOTAGE	
1ST FLOOR	793 SQ. FT.
2ND FLOOR	228 SQ. FT.
3RD FLOOR	446 SQ. FT.
TOTAL	1467 SQ. FT.

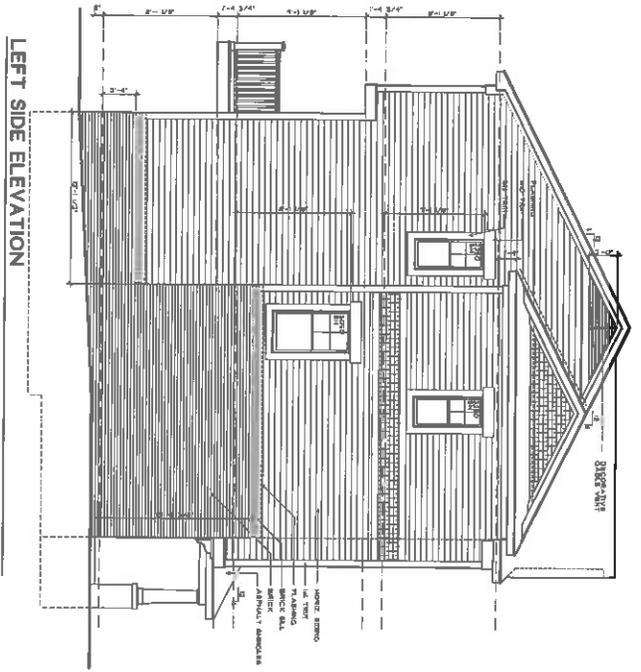
Alexander V. Bogaerts + Associates, P.C. • Architecture • Planning • Interior Design

2445 Franklin Road
Bloomfield Hills, MI 48302
248-334-5000

PROJECT: ROBERTSON BROTHERS KILMER PLACE TOWNHOMES TROY, MICHIGAN

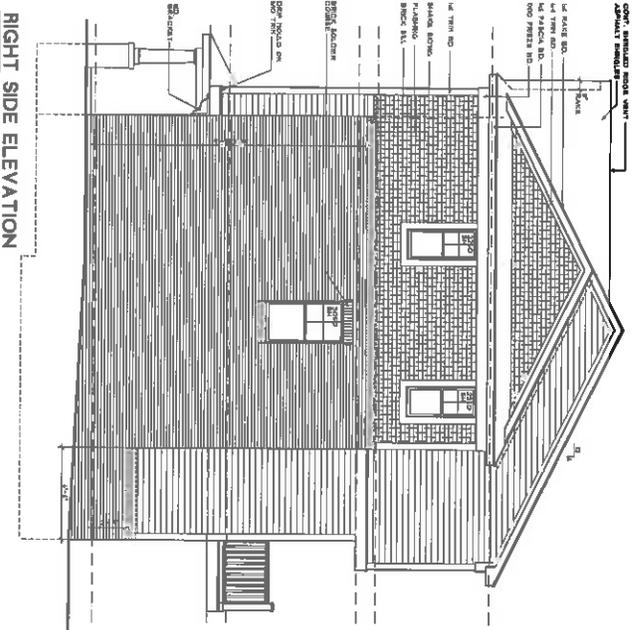
KEY TITLE: FLOOR PLANS PRELIMINARY

DATE: 8-9-11	DESIGNED BY: A.V.B.	DRAWN BY: A.V.B.	CHECKED BY: A.V.B.	SCALE: 1/4" = 1'-0"
PROJECT NO.:	DATE:	PROJECT NAME:	CLIENT:	ARCHITECT:



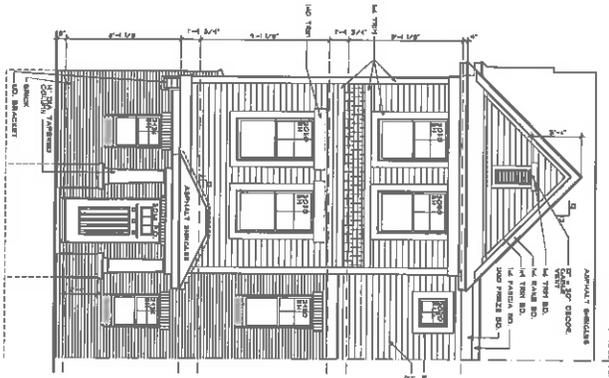
LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



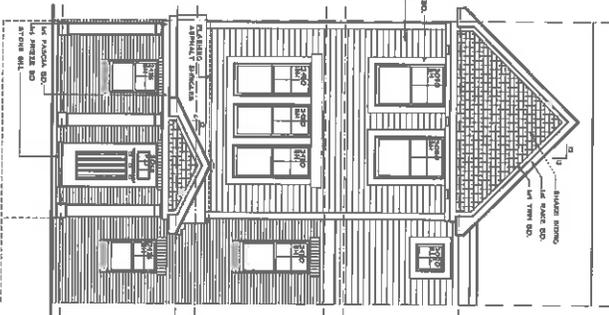
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION 'A'

SCALE: 1/4" = 1'-0"



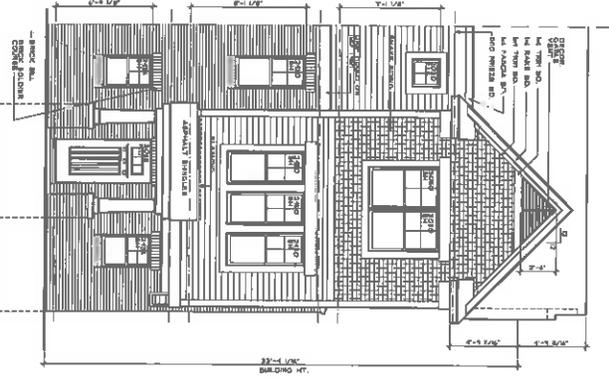
FRONT ELEVATION 'B'

SCALE: 1/4" = 1'-0"



FRONT ELEVATION 'C'

SCALE: 1/4" = 1'-0"



FRONT ELEVATION 'D'

SCALE: 1/4" = 1'-0"

DATE	10/11/11
BY	AVB
APP'D	
SCALE	1/4" = 1'-0"
PROJECT	KILMER PLACE TOWNHOMES

NO. OF SHEETS	10
SHEET NO.	10
DATE	10/11/11
BY	AVB
APP'D	
SCALE	1/4" = 1'-0"
PROJECT	KILMER PLACE TOWNHOMES

PROJECT	KILMER PLACE TOWNHOMES
CLIENT	ROBERTSON BROTHERS
ARCHITECT	Alexander V. Bogaerts + Associates, P.C.
DATE	10/11/11
BY	AVB
APP'D	
SCALE	1/4" = 1'-0"
PROJECT	KILMER PLACE TOWNHOMES

PROJECT TITLE	ELEVATIONS
DATE	10/11/11
BY	AVB
APP'D	
SCALE	1/4" = 1'-0"
PROJECT	KILMER PLACE TOWNHOMES

PROJECT	KILMER PLACE TOWNHOMES
CLIENT	ROBERTSON BROTHERS
ARCHITECT	Alexander V. Bogaerts + Associates, P.C.
DATE	10/11/11
BY	AVB
APP'D	
SCALE	1/4" = 1'-0"
PROJECT	KILMER PLACE TOWNHOMES





CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
R. Brent Savidant, Planning Director

Subject: PUBLIC HEARING – CONDITIONAL REZONING APPLICATION (File Number CR 009)
– Proposed Troy Marriott Hotels, West side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

The applicant, A & M Hospitality, seeks a conditional rezoning of the subject parcel from O (Office) to OM (Office Mixed Use) District, to permit two hotels on the property. The parcel is approximately 4.5 acres in area. A vacant 3-story office building sits on the site.

The item was considered by the Planning Commission at the July 23, 2013 Regular meeting, the August 27, 2013 Special/Study meeting and the October 8, 2013 Regular meeting (see attached minutes). The Planning Commission worked with the applicant to address issues raised by the neighbors, including sound, light and height. The Planning Commission voted 9-0 in recommending approval of the proposed rezoning at the October 8, 2013 meeting.

Conditions voluntarily offered by the applicant include the following:

- Increased rear yard setbacks (178 feet for TownPlace Suites, 185 feet for Fairfield Inn)
- 8-foot high decorative sound wall along western property line
- Double row of 12 to 15-foot high trees east of sound wall
- Height limited to 4 stories and 69 feet

The Master Plan classifies this area as 21st Century Industrial. A description of this classification is attached. At this time with approximately 30% office vacancy in Troy, office use on this site does not seem likely in the near future.

The attached reports prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarize the rezoning request and describe the conditions voluntarily offered by the applicant.



CITY COUNCIL AGENDA ITEM

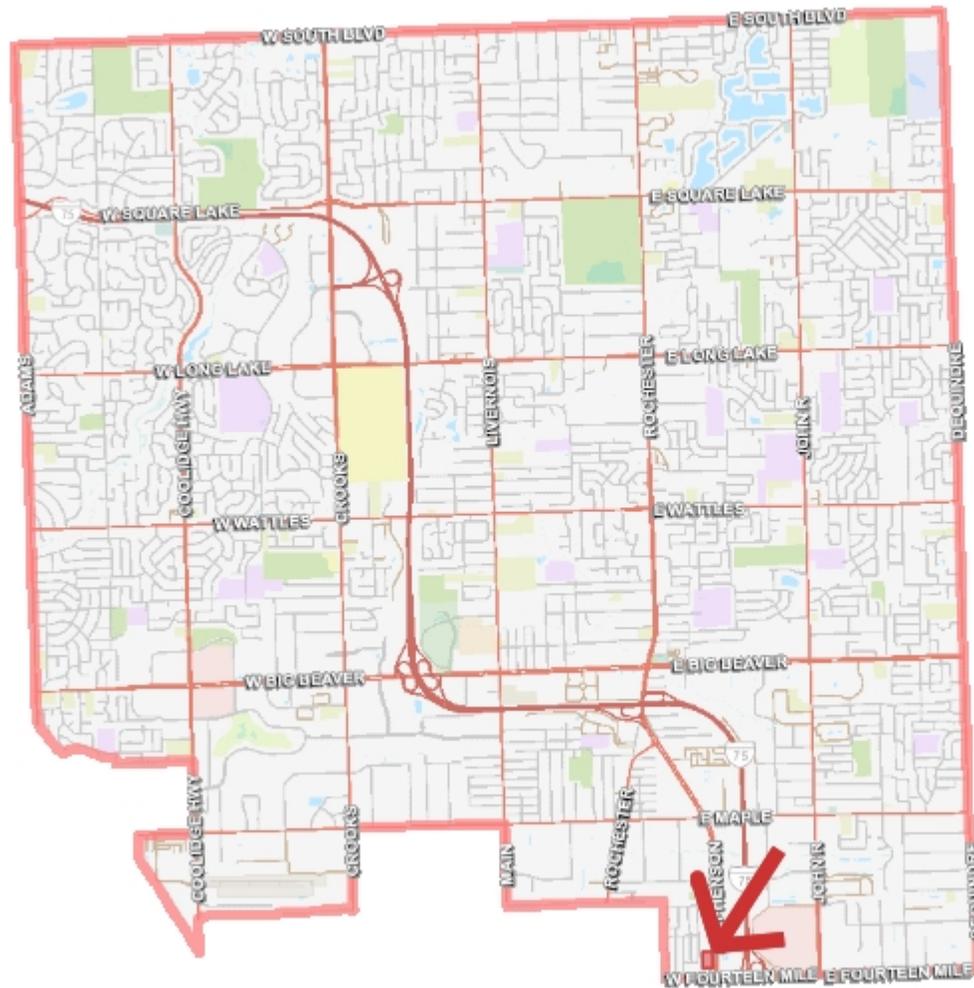
City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc. dated September 30, 2013
3. Report prepared by Carlisle/Wortman Associates, Inc. dated August 15, 2013
4. Minutes from the October 8, 2013 Planning Commission Regular meeting
5. Minutes from the August 27, 2013 Planning Commission Regular meeting
6. Minutes from the July 23, 2013 Planning Commission Regular meeting
7. City of Troy Master Plan (excerpt)
8. Public comment
9. Conditional Rezoning Agreement



17,711 0 8,856 17,711 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



Legend:

315 0 158 315Feet

Scale 1: 1,892

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Printed: 6/19/2013



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

Date: August 15, 2013
September 30, 2013

Conditional Rezoning, Site Plan Review, and Special Use For City of Troy, Michigan

GENERAL INFORMATION

Applicant	Akram Namou, A&M Hospitality
Project Name:	Troy Marriott Hotels
Plan Date:	August 9, 2013
Location:	333 Stephenson Hwy between 14 Mile and E. Maple
Zoning:	O, Office Building District
Action Requested:	Conditional Rezoning Request to OM, Office Mixed Use; Site Plan Approval, and Special Use Approval
Required Information:	Deficiencies noted.

SUMMARY OF DEVELOPMENT AND PROCEDURE

The applicant is requesting a conditional rezoning of 333 Stephenson Hwy from O, Office Building District to OM, Office Mixed Use District in order to develop two (2) hotels on this single parcel. The proposed hotels are a 4-story, 89 room TownePlace Suite and a 4-story, 91 room Fairfield Inn and Suites. The hotels include a pool, exercise, and business service facilities but do not include any accessory facilities such as banquet facilities, or restaurants that would attract non-overnight travel. The TownePlace Suites is targeted to extended stay guests and includes efficiency kitchens in every room. The facilities would share a connected 186-space parking lot.

The conditions offered by the applicant include 1). rezoning to OM, Office Mixed Use District for lodging purposes only; and 2). the submitted site plan. Lodging is a special use in the OM District.

If the Planning Commission recommends site plan and special use approval, the approval is conditioned on the City Council granting the conditional rezoning.

Location of Subject Property

The property is located on the west side of Stephenson Highway north of 14 Mile.



Size of Subject Property:

The overall size of the subject property is 4.5 acres

Current and Proposed Uses of Subject Parcel:

Vacant 3-story office building

Current Zoning:

The property is currently zoned O, Office District.

Direction	Zoning	Use
North	O, Office	Office
South	O, Office (Planning Commission recommended approval of Conditional Rezoning to IB)	Office/Bank
East	RC, Research Center	Office

West	R-1E, Single-Family Residential	Single-Family Residential
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PREVIOUS PLANNING COMMISSION REVIEW

The Planning Commission first considered this matter at the August 27, 2013 meeting. Please review our August 15, 2013 memo for a complete site plan review.

At the meeting, the Planning Commission and neighboring properties discussed:

- Site arrangement to mitigate impact on adjacent properties
- Landscaping; types, heights, growth timeline.
- Lighting; islands.
- Wall; sound barrier, height.
- Loading zones; additional landscaping, landbanked parking.
- Elevation and building facades.
- Access drive.
- Stormwater management.
- Parking.

At the August 27, 2013 meeting, the application was continued so that the applicant was able to address the following items:

1. Site Arrangement

While the applicant has maintained the same basic layout as previously shown to the Planning Commission, they have proposed the following modifications to the Site Plan:

- Tucked the Townplace Suite pool under the building to increase the setback to rear property line an additional 20-feet.
- Added a second row of trees along the rear property line.
- Shifted southern access point to along the southern property line. The shift in access point has altered site circulation.
- Widened the sidewalk adjacent to the drive between the buildings from 5 feet to 7 feet.

Section 4.17.C establishes the dimensional requirements for the OM District. The requirements and the proposed dimensions are as follows:

	<u>Required:</u>	<u>Provided:</u>	<u>Compliance</u>
Front (Stephenson)	10 feet minimum setback	75 feet	Complies
Side (north)	10 feet minimum setback	40 feet	Complies
Side (south)	10 feet minimum setback	43 feet	Complies
Rear (east)	50 feet minimum setback	Townplace Suites: 178 feet to the 1 st floor pool, 197 feet to 2 nd -4 th floor Fairfield: 185 feet to 1 st -4 th floor	Complies
Building Height	Maximum 5 stories, 75 feet	4 stories, 69 feet	Complies
Building Lot Coverage Floor Area	40%	14%	Complies

Items to be addressed: None

2. Landscaping; types, heights, growth timeline.

Applicant has added a second row of trees along the rear property line to provide screening for the adjacent single-family residents. The applicant proposes forty-six (46) 12 to 15-foot high White Spruce and forty-six (46) 12 to 15-foot high Sugar Maples. The site landscaping includes:

	<u>Required:</u>	<u>Provided:</u>	<u>Compliance:</u>
<u>Greenbelt:</u> 10 feet in width along Stephenson Highway	10 feet	10 feet	Compliant
<u>Street Trees:</u> The Ordinance requires that the greenbelt shall be landscaped with a minimum of one (1) deciduous tree for every thirty (30) lineal feet, or fraction thereof, of frontage abutting a public road right-of-way.	13 street trees	13 street trees	Compliant
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material.	20%	Calculation not provided	Provide calculation
<u>Parking Lot Landscaping:</u> 1 tree for every 8 parking spaces. Trees may be located adjacent to parking lot with planning commission approval.	24 trees	35 trees	Compliant
<u>Screening Between Land Uses:</u> 80% opacity	Screen Alt 3 and/or wall	6-foot concrete panel wall and landscaping	Compliant

Items to be addressed: None

3. Lighting; islands.

The applicant has placed all parking lot light poles landscaped islands. The pole heights have been lowered to 15-feet. Pole locations are shown on the photometric plan but not on the site plan.

The applicant does not indicate any building lights. The building code requires lighting at exterior doors. The applicant should confirm that they are not proposing any building lighting above the first floor on the rear and side elevations. A note should be added to the photometric plan.

The photometrics levels meet ordinance requirements.

Items to be Addressed: 1). Place pole locations on the site plan; and 2). Confirm that there is no building lighting above the first floor on the rear and side elevations. A note should be added to the photometric plan.

4. Wall; sound barrier, height.

The applicant has agreed to replace the existing 6-foot wall with an 8-foot high wall. A screen/noise wall detail should be provided on the plans.

Items to be Addressed: Add screen/noise wall detail to plans.

5. Loading zones; additional landscaping, landbanked parking.

The applicant has removed the loading zone to provide more area for landscaping including area for double row of trees along the rear of the site. The applicant feels that a loading zone is not necessary and all trucks can be accommodated in the parking lot.

Items to be Addressed: None

6. Elevation and building facades.

Floor plans and building elevations have been provided. The applicant has amended the Fairfield Inn to include an all masonry first floor. A note has been added to the elevations but they do not show the masonry, as the applicant is working with Marriot to finalize masonry details. The masonry material and details should be finalized and reflected on the elevations as part of the final site plan submittal.

Items to be Addressed: Revise elevations to include Fairfield Inn first floor masonry details as part of the final site plan submittal.

7. Access drive.

Due to the existing Stephenson Highway crossover and traffic signal, the applicant has shifted the second access point from mid-development to the southern property line. The access and

circulation has been reviewed by the City’s Traffic Engineer and City’s Traffic Consultant, OHM. They both find that moving the secondary access point provides a safer access to the site.

Pedestrian access:

The applicant has shown an 8-foot sidewalk to replace the existing 5-foot sidewalk along Stephenson Highway.

Items to be Addressed: None

8. Stormwater management.

Underground stormwater detention is proposed along the north and south property lines of the site. Detailed stormwater management and utility review will be completed as part of the final site plan review.

Items to be Addressed: None

9. Parking

Section 13.06 provides the following parking requirements:

	Required	Provided	Compliance
Hotel: One (1) space for each guest room	Towneplace= 89 rooms = 89 spaces Fairfield = 91 rooms = 91 spaces	180 spaces	Compliant
One (1) space per employee on the largest shift	Towneplace= 3 employees rooms = 3 spaces Fairfield = 3 employees = 3 spaces	6 spaces	Compliant
Any additional spaces required for dining establishments	N/A	N/A	N/A
TOTAL	186 spaces	186 spaces	Compliant
Barrier Free	17	17	Compliant
Bicycle Parking	2	2	Non-Compliant
Loading	0	2 loading lanes	Compliant

The proposed hotel does not include accessory facilities such as restaurant or bar that requires additional parking. The applicant verifies that the maximum employee count on the largest shift is three (3) employees. The 186 spaces required by ordinance are based on 100% occupancy of both hotels, which the applicant notes is unlikely to occur. The required vehicle and bicycle parking has met ordinance requirements.

Items to be Addressed: None

CONDITIONAL REZONING REVIEW

MASTER PLAN

This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for “...business to business uses that don’t require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield.” The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. Both future land use classifications support areas for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is consistent with this Master Plan designation of the area.

In short, the applicant has addressed noted site planning issues to mitigate potential impacts upon adjacent properties. As such, the conditional rezoning in conjunction with the submitted site plan supports the surrounding office, research, and light industrial uses. We also recognize the compatible presence of existing OM properties immediately north of the site, and the desire for commercial use of the property due to the high visibility and accessibility along Stephenson Highway and to Interstate 75.

Items to be Addressed: None.

ZONING BACKGROUND

Stephenson Highway is a limited access major arterial designed to serve a mix of office, light industrial, commercial, and lodging uses. The surrounding area is a mixture of Integrated Business (IB), Research Center (RC), Office (O-1), Office Mixed Use (OM), and One-family residential (R1-E). The site to the south was recommended by the Planning Commission for conditional rezoning to IB, Integrated Business. The conditional rezoning was never considered by the City Council, as that applicant pulled their application.



The OM District is intended “...to provide areas for large office uses which serve large numbers of people, as well as the retail, service, restaurant, lodging, and residential options that should be provided to support such large employment centers. A major purpose of this District is to provide areas for buildings of greater height and more intensive land use activity in an otherwise low-density community, while providing amenities on-site or within the same immediate area to foster a walkable, compact, dense urban environment. The OM District is also intended to encourage the development of uses and services that will support and enhance the marketability of the City of Troy as a vibrant and desirable place to work where a high quality of life can be offered for both workers and residents. As such, it is a primary role of the OM District, along with the IB, RC, CB and GB Districts to preserve the economic vitality of the area.”

This applicant considered requesting a rezoning to IB, but felt a conditional rezoning to OM better met their site planning needs. Specifically, they were concerned with the IB District’s restriction of parking in the front of the building. This restriction would require all parking to be located behind the buildings and thus have a greater impact upon the adjacent single-family residents. A conditional rezoning to a specific use and other dimensional conditions as submitted by the applicant can limit concerns in regards to zoning consistency of the area and adjacency of other OM zoned properties.

The table below outlines the proposed conditions as shown on the site plan as compared to the currently zoned Office District and proposed Office Mixed Use District:

	Office	Office Mixed Use	Conditions by Applicant
Front Yard	10 feet	10 feet	80 feet
Side Yard	20 feet	20 feet	40 feet
Rear Yard / Boundary to Single Family (Building)	50 feet	50 feet	Townplace Suites: 178 feet to the 1 st floor pool, 197 feet to 2 nd -4 th floor Fairfield: 185 feet to 1 st -4 th floor
Rear Yard (Parking)	10 feet	10 feet	42.4 feet
Height	3 stories, 36 feet	5 stories, 75 feet	4 stories
Landscape Screening	80% opacity screening	80% opacity screening	80% opacity landscape screening and screening wall
Uses	Office, Bank, Research and Development, School, and Place of Worship	Office, Bank, Research and Development, School, Place of Worship, and hotels (special use)	Two (2) Hotels

Items to be addressed: None

STANDARDS

The Zoning Ordinance identifies five (5) findings that the Plan Commission should evaluate when considering a Conditional Rezoning petition (Section 16.04.C). A Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

- a) The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.

A guiding principle of both the Master Plan and zoning ordinance is the protection of single-family neighborhoods. The proposed conditions, specifically the Site Plan offered by the applicant will protect public health, safety, and welfare. The applicant has provided adequate buffer and transition so that the specific use and development as a whole will greatly enhance the area and provide a benefit to the immediate area and the larger region by providing lodging for out-of-town guests.

We find that the applicant has made all reasonable attempts to mitigate impact upon adjacent properties, including installing a double row of 12 to 15 foot high landscaping, installing an 8-foot high wall, reducing building height, and increasing rear yard setback.

Congregating complementary uses will allow for reduction in automobile dependence, which increases public health, safety, and welfare.

- b) The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
 - I. A change in City policy since the Master Plan was adopted.
 - II. A change in conditions since the Master Plan was adopted.
 - III. An error in the Master Plan.

The proposed development is not in material conflict and is consistent with the Master Plan. The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for "...business to business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield." The 21st Century Industry classification provides area for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is appropriate for this area. The applicant has chosen the OM zoning district due to the applicant's desired use, consideration of the surrounding zoning, and consideration of the Master Plan. The proposed use will fully support and compliment the surrounding office and research center uses in the surrounding area.

- c) The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.

The applicant has offered conditions are in accordance with all terms of the OM zoning district.

- d) Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.

All necessary public services, utilities, and facilities already adequately serve this site. Any permitted uses and development within OM district would not require any additional public services and facilities than normally associated with a like use; however private utilities including water will be reviewed as part of the building permit process.

- e) The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.

The site is adjacent to R-1E, One-Family Zoning to the west; O, Office Building District to the south; RC, Research Center District to the east across Stephenson Highway; and OM, Office Mixed District and IB, Industrial Business to the north. The applicant has chosen the OM zoning district due to the applicant's desired uses, consideration of the surrounding zoning, and consideration of the Master Plan.

The applicant has provided sufficient buffer and transition to adjacent single-family residential. The applicant has offered additional rear yard setback, reduced height, and increased landscape buffering.

Items to be Addressed: None.

SPECIAL USE

Standards of Approval

Section 9.03 states that before approving any requests for Special Use Approval, the Planning Commission shall consider:

1. *Compatibility with Adjacent Uses. The Special Use shall be designed and constructed in a manner harmonious with the character of adjacent property and the surrounding area. In determining whether a Special Use will be harmonious and not create a significant detrimental impact, as compared to the impacts of permitted uses.*

A guiding principle of both the Master Plan and zoning ordinance is the protection of single-family neighborhoods. The proposed conditions, specifically the Site Plan offered by the applicant will protect public health, safety, and welfare. The applicant has provided adequate buffer and transition in so much that the specific use and development as a whole will greatly enhance the area and provide a benefit to the immediate area and the larger region by providing lodging for out-of-town guests.

We find that the applicant has made all reasonable attempts to mitigate impact upon adjacent properties, including installing a double row of 12 to 15 foot high landscaping, installing an 8-foot high wall, reducing building height, and increasing rear yard setback.

Congregating complementary uses will allow for reduction in automobile dependence, which increases public health, safety, and welfare.

- 2. Compatibility with the Master Plan. The proposed Special Use shall be compatible and in accordance with the goals and objectives of the City of Troy Master Plan and any associated sub-area and corridor plans.*

The proposed development is not in material conflict and is consistent with the Master Plan. The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for "...business to business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield." The 21st Century Industry classification provides area for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is appropriate for this area. The applicant has chosen the OM zoning district due to the applicant's desired use, consideration of the surrounding zoning, and consideration of the Master Plan. The proposed use will fully support and compliment the surrounding office and research center uses in the surrounding area.

- 3. Traffic Impact. The proposed Special Use shall be located and designed in a manner which will minimize the impact of traffic, taking into consideration: pedestrian access and safety; vehicle trip generation (i.e. volumes); types of traffic, access location, and design, circulation and parking design; street and bridge capacity and, traffic operations at nearby intersections and access points. Efforts shall be made to ensure that multiple transportation modes are safely and effectively accommodated in an effort to provide alternate modes of access and alleviate vehicular traffic congestion.*

While hotel uses generate traffic, such traffic is spread out throughout day and typically does not have a peak period. The hotels should have minimal impact on traffic. The hotels are located on a major arterial that can accommodate increased traffic.

- 4. Impact on Public Services. The proposed Special Use shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.*

The proposed use should not cause additional impact on other public services, such as police or utilities, beyond what would normally be experienced for other uses in the district.

- 5. Compliance with Zoning Ordinance Standards. The proposed Special Use shall be designed, constructed, operated and maintained to meet the stated intent of the zoning districts and shall comply with all applicable ordinance standards.*

Outside the aforementioned issues, the site complies with all other zoning ordinance standards.

The Planning Commission is also required to generally consider the following for any special use application:

1. *The nature and character of the activities, processes, materials, equipment, or conditions of operation; either specifically or typically associated with the use.*

The proposed use may be permissible in the proposed location.

2. *Vehicular circulation and parking areas.*

Interior vehicular circulation is sufficient. Applicant shall confirm parking requirements.

3. *Outdoor activity, storage and work areas.*

N/A.

4. *Hours of operation.*

We assume due to the nature of the proposed use, this will be a 24-hour, 7 day per week use.

5. *Production of traffic, noise vibration, smoke, fumes odors, dust, glare and light.*

The applicant has provided additional landscaping and buffers to mitigate impact of traffic, noise, and light upon adjacent properties.

Items to be addressed: None.

RECOMMENDATION

We find that the applicant has made all reasonable attempts to mitigate impact upon adjacent properties including installing a double row of 12 to 15 foot high landscaping, installing an 8-foot high wall, reducing building height, and increasing rear yard setback. We recommend approval of the Site Plan and Special use, and recommend that the planning Commission recommend the Conditional Rezoning. Any Planning Commission approval of the Site Plan and Special Use is contingent upon the City Council granting the Conditional Rezoning.

If the City Council grants the Conditional Rezoning, the applicant shall address the following items as part of the final site plan:

1. *Place pole locations on the site plan;*
2. *Confirm that there is no building lighting above the first floor on the rear and side elevations. A note should be added to the photometric plan.*
3. *Add screen/noise wall detail to plans.*
4. *Revise elevations to include Fairfield Inn first floor masonry details as part of the final site plan submittal.*

Please contact me if you have any questions.

CARLISLE/WORTMAN ASSOCIATES, INC.



**CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP**



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

Date: August 15, 2013

Conditional Rezoning, Site Plan Review, and Special Use For City of Troy, Michigan

GENERAL INFORMATION

Applicant	Akram Namou, A&M Hospitality
Project Name:	Troy Marriott Hotels
Plan Date:	August 9, 2013
Location:	333 Stephenson Hwy between 14 Mile and E. Maple
Zoning:	O, Office Building District
Action Requested:	Conditional Rezoning Request to OM, Office Mixed Use; Site Plan Approval, and Special Use Approval
Required Information:	Deficiencies noted.

SUMMARY OF DEVELOPMENT AND PROCEDURE

The applicant is requesting a conditional rezoning of 333 Stephenson Hwy from O, Office Building District to OM, Office Mixed Use District in order to develop two (2) hotels on this single parcel. The proposed hotels are a 4-story, 89 room TownePlace Suite and a 4-story, 91 room Fairfield Inn and Suites. The hotels include pool, exercise, and business service facilities but do not include any accessory facilities such as banquet facilities, or restaurants that would attract non-overnight travel. The TownePlace Suites is targeted to extended stay guests and includes efficiency kitchens in every room. The facilities would share a connected 195-space parking lot.

The conditions offered by the applicant include 1). rezoning to OM, Office Mixed Use District for lodging purposes only; and 2). the submitted site plan. Lodging is a special use in the OM District.

If the Planning Commission recommends site plan and special use approval, the approval is conditioned on the City Council granting the conditional rezoning.

Troy Marriott Hotels Conditional Rezoning

The Planning Commission first reviewed the application on July 23rd. At that meeting the Planning Commission was open to the concept of rezoning but desired more assurances that the proposed use would not impact adjacent single-family neighbors to the west. At the meeting the applicant offered to come back to the Planning Commission with a site plan as a condition.

Location of Subject Property

The property is located on the west side of Stephenson Highway north of 14 Mile.



Size of Subject Property:

The overall size of the subject property is 4.5 acres

Current and Proposed Uses of Subject Parcel:

Vacant 3-story office building

Current Zoning:

The property is currently zoned O, Office District.

Direction	Zoning	Use
North	O, Office	Office
South	O, Office (Planning Commission recommended approval of Conditional Rezoning to IB)	Office/Bank
East	RC, Research Center	Office
West	R-1E, Single-Family Residential	Single-Family Residential

CONDITIONAL REZONING REVIEW

MASTER PLAN

This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for "...business to business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield." The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. Both future land use classifications support areas for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is consistent with this Master Plan designation of the area.

In short, provided impacts upon adjacent properties are mitigated and identified site planning issues are addressed, the conditional rezoning supports the surrounding office, research, and light industrial uses. We also recognize the compatible presence of existing OM properties immediately north of the site, and the desire for commercial use of the property due to the high visibility and accessibility along Stephenson Highway and to Interstate 75.

Items to be Addressed: Address site plan issues herein noted.

ZONING BACKGROUND

Stephenson Highway is a limited access major arterial designed to serve a mix of office, light industrial, commercial, and lodging uses. The surrounding area is a mixture of Integrated Business (IB), Research Center (RC), Office (O-1), Office Mixed Use (OM), and One-family residential (R1-E). The site to the south was recommended by the Planning Commission for conditional rezoning to IB, Integrated Business. The conditional rezoning was never considered by the City Council, as that applicant pulled their application.



The OM District is intended “...to provide areas for large office uses which serve large numbers of people, as well as the retail, service, restaurant, lodging, and residential options that should be provided to support such large employment centers. A major purpose of this District is to provide areas for buildings of greater height and more intensive land use activity in an otherwise low-density community, while providing amenities on-site or within the same immediate area to foster a walkable, compact, dense urban environment. The OM District is also intended to encourage the development of uses and services that will support and enhance the marketability of the City of Troy as a vibrant and desirable place to work where a high quality of life can be offered for both workers and residents. As such, it is a primary role of the OM District, along with the IB, RC, CB and GB Districts to preserve the economic vitality of the area.”

This applicant considered requesting a rezoning to IB, but felt a conditional rezoning to OM better met their site planning needs. Specifically, they were concerned with the IB District’s restriction of parking in the front of the building. This restriction would require all parking to be located behind the buildings and thus have a greater impact upon the adjacent single-family residents. A conditional rezoning to a specific use and other dimensional conditions as submitted by the applicant can limit concerns in regards to zoning consistency of the area and adjacency of other OM zoned properties.

The table below outlines the proposed conditions as shown on the site plan as compared to the currently zoned Office District and proposed Office Mixed Use District:

	Office	Office Mixed Use	Conditions by Applicant
Front Yard	10 feet	10 feet	80 feet
Side Yard	20 feet	20 feet	40 feet
Rear Yard / Boundary to Single Family (Building)	50 feet	50 feet	Townplace Suites: 159 feet to the 1 st floor pool, 197 feet to 2 nd -4 th floor Fairfield: 185 feet to 1 st -4 th floor
Rear Yard (Parking)	10 feet	10 feet	42.4 feet
Height	3 stories, 36 feet	5 stories, 75 feet	4 stories
Landscape Screening	80% opacity screening	80% opacity screening	80% opacity landscape screening and screening wall
Uses	Office, Bank, Research and Development, School, and Place of Worship	Office, Bank, Research and Development, School, Place of Worship, and hotels (special use)	Two (2) Hotels

Items to be addressed: None

STANDARDS

The Zoning Ordinance identifies five (5) findings that the Plan Commission should evaluate when considering a Conditional Rezoning petition (Section 16.04.C). A Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

- a) The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.

A guiding principle of both the Master Plan and zoning ordinance is the protection of single-family neighborhoods. Provided that the noted changes to the site plan are made to provide adequate buffer and transition, the proposed conditions offered by the applicant will protect public health, safety, and welfare. Provided adequate buffer and transition is provided, the specific use and development as a whole will greatly enhance the area and provide a benefit to the immediate area and the larger region by providing lodging for out-of-town guests. Congregating complementary uses will allow for reduction in automobile dependence, which increases public health, safety, and welfare.

- b) The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
- I. A change in City policy since the Master Plan was adopted.
 - II. A change in conditions since the Master Plan was adopted.
 - III. An error in the Master Plan.

The proposed development is not in material conflict and is consistent with the Master Plan. The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for "...business to business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield." The 21st Century Industry classification provides area for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is appropriate for this area. The applicant has chosen the OM zoning district due to the applicant's desired use, consideration of the surrounding zoning, and consideration of the Master Plan. The proposed use will fully support and compliment the surrounding office and research center uses in the surrounding area.

- c) The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.

Provided that specific site planning changes are made, the applicant has offered conditions are in accordance with all terms of the OM zoning district. A submittal of a revised site plan will be required.

- d) Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.

All necessary public services, utilities, and facilities already adequately serve this site. Any permitted uses and development within OM district would not require any additional public services and facilities than normally associated with a like use; however private utilities including water will be reviewed as part of the building permit process.

- e) The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.

The site is adjacent to R-1E, One-Family Zoning to the west; O, Office Building District to the south; RC, Research Center District to the east across Stephenson Highway; and OM, Office Mixed District and IB, Industrial Business to the north. The applicant has chosen the OM zoning district due to the applicant's desired uses, consideration of the surrounding zoning, and consideration of the Master Plan.

As noted, provided that specific changes to the site plan are made, the applicant has provided sufficient buffer and transition to adjacent single-family residential. The applicant has offered additional rear yard setback, reduced height, and increased landscape buffering.

Items to be Addressed: Address site plan issues noted below.

SITE PLAN REVIEW

SITE ARRANGMENT, BUILDING LAYOUT, AND BULK

The applicant has placed the two (2) hotels within 80-feet of Stephenson Highway. The 1st floor of the Townplace Suites is 159 feet from the rear property line and the 2nd-4th floor is 197 feet from the rear property line. The Fairfield Inn is 185 feet from the rear property line. A limited amount of parking is provided in front of the building and most of the parking is located to the rear. The hotels will share internal drives and parking facilities.

Sections 4.17.C establish the dimensional requirements for the OM District. The requirements and the proposed dimensions are as follows:

	Required:	Provided:	Compliance
Front (Stephenson)	10 feet minimum setback	80 feet	Complies
Side (north)	10 feet minimum setback	40 feet	Complies
Side (south)	10 feet minimum setback	43 feet	Complies
Rear (east)	50 feet minimum setback	Townplace Suites: 159 feet to the 1 st floor pool, 197 feet to 2 nd -4 th floor Fairfield: 185 feet to 1 st -4 th floor	Complies
Building Height	Maximum 5 stories, 75 feet	4 stories, 69 feet	Complies
Building Lot Coverage Floor Area	40%	14%	Complies

Both the Planning Commission and the adjacent single-family properties expressed concern that 4-story height and amount of windows on the rear elevation provide direct site lines into adjacent residential properties. In addition there was concern regarding other impacts including light and noise due to the activity behind the building. The Planning Commission suggested that the applicant consider site layout alternatives.

In the detailed site plan the applicant has moved the building further away from the rear property lines; however there are additional site arrangements should be considered to mitigate impacts on adjacent properties. Additional considerations in regards to site arrangements include:

- Turn the buildings so that the short side is parallel to the residential properties. Doing this would reduce the total amount of windows that face residential properties and allow the drop off, and most of the parking and activity to occur between the buildings rather than in the rear. Conversely, it would push the rear of the buildings closer to the rear of the property.
- Reduce/remove parking in front of the buildings so that the buildings can be moved up closer to Stephenson Highway. The minimum setback along Stephenson Highway is 10-feet.
- Alter the floor plans so that the mechanical/utilities/stairway is located along the rear elevation. Moving these facilities along the rear elevation would allow the applicant to reduce the number of windows.

Items to be Addressed: Address how site was arranged to mitigate impacts on adjacent properties.

PARKING

Section 13.06 provides the following parking requirements:

	Required	Provided	Compliance
Hotel: One (1) space for each guest room	Towneplace= 89 rooms = 89 spaces Fairfield = 91 rooms = 91 spaces	180 spaces	Compliant
One (1) space per employee on the largest shift	Towneplace= 3 employees rooms = 3 spaces Fairfield = 3 employees = 3 spaces	6 spaces	Compliant
Any additional spaces required for dining establishments	N/A	N/A	N/A
TOTAL	186 spaces	186 spaces	Compliant
Barrier Free	17	17	Compliant
Bicycle Parking	2	0	Non-Compliant
Loading	0	2 loading lanes	Compliant

The proposed hotel does not include accessory facilities such as restaurant or bar that requires additional parking. The applicant notes only three (3) employees at maximum shift. However based on an 89-room and 91-room hotel we expect the largest shift to include more than three (3) employees. The applicant should verify the maximum employee count on the largest shift.

Bicycle Parking

Two (2) bicycle parking spaces per hotel are required by ordinance.

Items to be Addressed: 1). Verify maximum employee count on the largest shift; and 2). Provide a minimum of two (2) bicycle parking spaces for each hotel.

SITE ACCESS AND CIRCULATION

Vehicular access and Circulation

The site will be accessed from two (2) curbs off Stephenson Highway. The northern curb cut will remain in its current location. The southern curb cut, which is located in the middle of the site, will be shifted approximately 50-feet to the south of the existing curb cut. The Engineering Department has concern regarding the location of the southern curb cut in relation to the existing Stephenson Highway crossover and traffic signal. The Engineering Department has requested additional information from the applicant regarding the existing cross-over and traffic signal in relation to the proposed access point. The access and circulation is also being reviewed by the City’s Traffic Consultant, OHM. More information regarding the Engineering Departments and OHM’s review of access will be provided at the meeting.

Pedestrian access:

The existing 5-feet sidewalk along Stephenson Highway must be increased to 8-feet in width. The applicant has provided an internal pedestrian connection to the public sidewalk.

Items to be Addressed: 1). Address any issue raised by the Engineering and OHM regarding location of southern access point; and 2). Increase sidewalk width along Stephenson Highway to 8-feet.

LANDSCAPING

The application includes a landscape plan. The plan includes a mix of evergreen and deciduous trees, and shrubs.

	<u>Required:</u>	<u>Provided:</u>	<u>Compliance:</u>
<u>Greenbelt:</u> 10 feet in width along Stephenson Highway	10 feet	10 feet	Compliant
<u>Street Trees:</u> The Ordinance requires that the greenbelt shall be landscaped with a minimum of one (1) deciduous tree for every thirty (30) lineal feet, or fraction thereof, of frontage abutting a public road right-of-way.	13 street trees	13 street trees	Compliant
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material.	20%	Calculation not provided	Provide calculation
<u>Parking Lot Landscaping:</u> 1 tree for every 8 parking spaces. Trees may be located adjacent to parking lot with planning commission approval.	24 trees	24 trees	Compliant
<u>Screening Between Land Uses:</u> 80% opacity	Screen Alt 3 and/or wall	6-foot concrete panel wall and landscaping	Compliant

The applicant should provide landscape calculation figure. The applicant proposes additional rear yard landscape screening which includes 31 white spruce and 21 sugar maple. The white spruce are 12 to 15-feet height at time of planting and the 3 to 4-inch sugar maples are 12 to 15-feet in height at time of planting.

Buffer Wall: The applicant is proposing to maintain the existing 6-foot high panel wall. The wall should be replaced with a decorative, 8-foot high sound wall.

Trash Enclosure: The applicant has located one trash enclosure for the facility as the southwest corner of the site. The applicant added a note on the site plan that the trash enclosure will be made of 6' high poured concrete. However, no information regarding color, or gate details was provided. Additional trash enclosure details should be provided.

Items to be Addressed: 1). Provide landscape percentage calculation; 2). Replace existing 6-foot concrete wall with an 8-foot decorative sound wall; and 3). Provide additional trash enclosure screening details.

PHOTOMETRICS

The lighting plan indicates a total of twelve (12) pole mounted lights. Four (4) of the pole lights are located in rear parking lot, three (3) along the drive-aisles to side of the buildings, and five (5) along Stephenson Highway. The applicant has provided cut sheets.

The applicant indicates a pole mounted height of 20 feet. The height of the poles should be reduced to no more than 15-feet, so that they are screened by the 12 to 15-foot high vegetation. The reduction of the height of poles might require an additional pole light in rear. Furthermore, the applicant should move the pole locations to landscaped islands because the ones shown in the rear parking lots will be damaged by automobiles, snow plows, etc.

The applicant does not indicate any building lights. The building code requires lighting for each exterior door. The applicant should confirm that they are not proposing any building lighting above the first floor. Any building lights should be shown on the elevation, included in the photometric calculations, and have a submitted cut sheet.

The photometrics levels meet ordinance requirements.

Items to be Addressed: 1). Reduce pole height to a maximum of 15-feet; 2). Relocate poles in rear parking area to curbed landscape area; 3). Confirm that there is no building lighting above the first floor; and 4). Show building lighting on the elevation, include in the photometric calculations, and submit a cut sheet.

FLOOR PLANS and ELEVATIONS

Floor plans and building elevations have been provided. Both buildings are constructed primarily of E.I.F. material. Due to durability concerns, E.I.F. should not be used as a primary material and rather as an accent material. The applicant should replace E.I.F. with a more durable, alternative materials.

The issues of windows along the rear elevation have been raised.

Items to be Addressed: Replace E.I.F. with a more durable, alternative material.

SPECIAL USE

Standards of Approval

Section 9.03 states that before approving any requests for Special Use Approval, the Planning Commission shall consider:

1. *Compatibility with Adjacent Uses. The Special Use shall be designed and constructed in a manner harmonious with the character of adjacent property and the surrounding area. In determining whether a Special Use will be harmonious and not create a significant detrimental impact, as compared to the impacts of permitted uses.*

A guiding principle of both the Master Plan and zoning ordinance is the protection of single-family neighborhoods. Provided that identified adequate buffer and transition changes to the site plan are made, the proposed conditions offered by the applicant will protect public health, safety, and welfare. Provided adequate buffer and transition is provided the specific use and development as a whole will greatly enhance the area and provide a benefit to the immediate area and the larger region by providing lodging for out-of-town guests. Congregating complementary uses will allow for reduction in automobile dependence, which increases public health, safety, and welfare.

2. *Compatibility with the Master Plan. The proposed Special Use shall be compatible and in accordance with the goals and objectives of the City of Troy Master Plan and any associated sub-area and corridor plans.*

The proposed development is not in material conflict and is consistent with the Master Plan. The Master Plan recognizes that a significant area of the City has been devoted to uses that may be conducive to be redeveloped to other uses. This site is located on the border of the Smart Zone and 21st Century Industry area of the Master Plan, which calls for "...business to business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield." The 21st Century Industry classification provides area for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. However understanding the changing nature of the office market, proximity to I-75, and a renewed focus on providing a mix of complementary land uses, the proposed lodging use is appropriate for this area. The applicant has chosen the OM zoning district due to the applicant's desired use, consideration of the surrounding zoning, and consideration of the Master Plan. The proposed use will fully support and compliment the surrounding office and research center uses in the surrounding area.

3. *Traffic Impact. The proposed Special Use shall be located and designed in a manner which will minimize the impact of traffic, taking into consideration: pedestrian access and safety; vehicle trip generation (i.e. volumes); types of traffic, access location, and design, circulation and parking design; street and bridge capacity and, traffic operations at nearby intersections and access points. Efforts*

shall be made to ensure that multiple transportation modes are safely and effectively accommodated in an effort to provide alternate modes of access and alleviate vehicular traffic congestion.

While hotel uses generate traffic, such traffic is spread out throughout day and typically does not have a peak period. The hotels should have minimal impact on traffic. The hotels are located on a major arterial that can accommodate increased traffic. However, the Engineering Department has requested additional information from the applicant regarding the existing cross-over and traffic signal in relation to the proposed access point.

4. Impact on Public Services. The proposed Special Use shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.

The proposed use should not cause additional impact on other public services, such as police or utilities, beyond what would normally be experienced for other uses in the district.

5. Compliance with Zoning Ordinance Standards. The proposed Special Use shall be designed, constructed, operated and maintained to meet the stated intent of the zoning districts and shall comply with all applicable ordinance standards.

Outside the aforementioned issues, the site complies with all other zoning ordinance standards.

The Planning Commission is also required to generally consider the following for any special use application:

1. The nature and character of the activities, processes, materials, equipment, or conditions of operation; either specifically or typically associated with the use.

See above. Provided site planning issues are addressed the proposed use may be permissible in the proposed location.

2. Vehicular circulation and parking areas.

Interior Vehicular circulation is sufficient. Applicant shall confirm parking requirements.

3. Outdoor activity, storage and work areas.

N/A.

4. Hours of operation.

We assume due to the nature of the proposed use, this will be a 24-hour, 7 day per week use.

5. Production of traffic, noise vibration, smoke, fumes odors, dust, glare and light.

Without the specific noted site plan changes there is the potential for noise and light impact upon adjacent properties. The applicant shall address the noted site plan issues to mitigate impact upon adjacent properties.

Items to be addressed: Address Ordinance compliance issues noted herein.

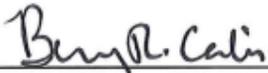
RECOMMENDATION

Because a condition offered by the applicant is the approval of the Site Plan, we recommend that the following site planning issues are addressed prior to the Conditional Rezoning, Special Use, and Site Plan is recommended for approval by the Planning Commission:

1. Address how site was arranged to mitigate impacts on adjacent properties.
2. Verify maximum employee count on the largest shift.
3. Provide two (2) bicycle parking spaces.
4. Address any issue raised by the Engineering and OHM regarding location of southern access point.
5. Increase sidewalk along Stephenson Highway to 8-feet in width.
6. Provide landscape percentage calculation.
7. Replace existing 6-foot concrete wall with an 8-foot decorative sound wall.
8. Provide additional trash enclosure screening details.
9. Reduce pole height to a maximum of 15-feet.
10. Relocate poles in rear parking area to curbed landscape area.
11. Confirm that there is no building lighting above the first floor.
12. Show building lighting on the elevation, include in the photometric calculations, and submit a cut sheet.
13. Replace E.I.F. with a more durable, alternative material.

Please contact me if you have any questions.

CARLISLE/WORTMAN ASSOCIATES, INC.



CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

POSTPONED ITEM

5. **CONDITIONAL REZONING APPLICATION (File Number CR 009)** – Proposed Troy Marriott Hotels, West side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

Mr. Carlisle said the application was postponed at two prior meetings to give the applicant an opportunity to address some site planning issues as well as concerns expressed by adjacent neighbors. Mr. Carlisle highlighted the revisions to the application since it was last reviewed by the Planning Commission. He recommended approval of the Site Plan and Special Use Request and further recommended that the Planning Commission recommend to City Council approval of the Conditional Rezoning. Mr. Carlisle said any Planning Commission approval of the Site Plan and Special Use Request is contingent upon the City Council granting the Conditional Rezoning. He noted if City Council grants the Conditional Rezoning, the applicant shall address the items as noted in his report, dated September 30, 2013, at Final Site Plan approval.

Present to represent the applicant were Victor Saroki of Victor Saroki and Associates and Andy Wakeland of Giffels Webster. Akram Namou of A&M Hospitality was also present.

Mr. Saroki reviewed the revisions to the site plan. He addressed the actions taken to mitigate concerns expressed by the residents. Mr. Saroki said details are being worked out with Marriott corporate office and committed to the entire first floor of the Fairfield Inn being masonry. Mr. Saroki said they understand that final approval is through City Council and the site plan is conditioned on the items as itemized by the Planning Consultant at Final Site Plan review.

PUBLIC HEARING OPENED

The following people spoke in opposition to the proposed development. Concerns expressed related to employee parking, wetlands, lighting, safety, occupancy rates and home values.

Cynthia Wilsher, 369 E Maple
Sally Wilsher, 350 Redwood
Mary Jo Austin, 242 Redwood
Nick Penchoff, 302 Redwood,
Kay Vavruski, 278 Redwood
Suzanne Ciminelli, 254 Redwood
Mike Davey, 325 Redwood

PUBLIC HEARING CLOSED

There was discussion on:

- Marriott brand hotels.
- Conditions offered by applicant to mitigate concerns of adjacent property owners.
- Photometric Plan; no spillage of lighting.
- Homes for sale in subdivision.
- Wetlands; drainage.
- City revenue.

Mr. Saroki said they would work with the resident on the north end of the proposed development (278 Redwood) to extend the 8 foot concrete privacy fence across the rear yard, should the homeowner desire that.

Resolution # PC-2013-10-078

Moved by: Schultz

Seconded by: Strat

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O to OM conditional rezoning request, which incorporates Preliminary Site Plan Approval and Special Use Approval, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the west side of Stephenson Highway, north of 14 Mile Road (333 Stephenson Highway), within Section 35, being approximately 4.5 acres in size, be granted, subject to the following conditions:

1. Place light pole locations on the site plan;
2. Confirm that there is no building lighting above the first floor on the rear and side elevations, and note such on the photometric plan.
3. Add screen/noise wall detail to plans.
4. Revise elevations to include Fairfield Inn first floor masonry details as part of the final site plan submittal.

Yes: All present (9)

MOTION PASSED

POSTPONED ITEM

8. CONDITIONAL REZONING APPLICATION (File Number CR 009) – Proposed Troy Marriott Hotels, West side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

Mr. Carlisle gave a brief summary of the conditional rezoning request. At the July 23, 2013 Regular meeting, the applicant offered to come back to the Planning Commission with a site plan as a condition. Mr. Carlisle identified the proposed conditions offered by the applicant and addressed the preliminary site plan with respect to site arrangement, parking, site access, landscaping, lighting and elevations. Mr. Carlisle recommended that the site planning issues identified in his report, dated August 15, 2013, are addressed prior to a recommendation of approval by the Planning Commission.

Present to represent the applicant were Victor Saroki and Jeffrey Ryntz of Victor Saroki and Associates, and Andy Wakeland of Giffels Webster. Akram Namou of A&M Hospitality was also present.

Mr. Saroki addressed the proposed mitigation of concerns voiced by the residential neighbors, site plan concerns identified by the Planning Consultant, potential to use designated loading zones for additional landscaping, hotel occupancy and staff. Mr. Saroki said they did look into orienting placement of the building so that the majority of windows would not face the residential side, and it resulted in an awkward layout with the buildings being closer to the residential property line. Mr. Saroki also addressed the building materials, building heights and lighting. Color renderings of the hotels were displayed.

Mr. Wakeland said Marriott Hotels would not agree to frosted windows as suggested at the previous meeting. He indicated Marriott Hotels gave their approval of the site plan as presented this evening. Mr. Wakeland said the applicant is happy to address the site planning issues identified in the Planning Consultant report. He continued to address setbacks, dumpster location, tree heights, bicycle parking, lighting, hotel staff, loading areas and the wall as a sound barrier.

Mr. Namou said he instructed the architectural and engineering team to take to heart the concerns of the residents. He indicated Marriott Hotels is satisfied with the strategic location of the proposed hotels and has given its approval to go forward.

There was discussion on:

- Site line profile.
- Landscaping; types, heights, growth timeline.
- Lighting; islands.

- Wall; sound barrier, height.
- Loading zones; additional landscaping, landbanked parking.
- Elevation and building facades.
- Access drive.
- Stormwater management.
- Role of Planning Commission as a recommending body.

PUBLIC HEARING OPENED

The following residents voiced opposition to the proposed rezoning:

Nick Penchoff, 302 Redwood

James Stone, 314 Redwood

Jim Kaltz, 286 Burtman

Sally Wilsher, 350 Redwood

Mary Jo Austin, 242 Redwood

Mike Landreth, 218 Redwood

Matt Morrison, 182 Redwood

Cynthia Wilsher, 369 E Maple

Randall Kriebel, 277 Redwood

Speaker did not sign in, stated address as 254 Redwood

Tom Norton, 1331 Key West (signed in at that address, City records show address as 1332 Key West, submitted photographs)

Bill Ring, 362 Redwood

Joan Devera, 157 Redwood

PUBLIC HEARING CLOSED

The Board thanked residents for attending the meeting to voice their concerns.

Resolution # PC-2013-08-068

Moved by: Hutson

Seconded by: Edmunds

RESOLVED, To postpone the item to the October 8, 2013 Regular meeting to provide the applicant an opportunity to address issues identified in the Planning Consultant reported dated August 15, 2013.

Yes: All present (8)

Absent: Sanzica

MOTION CARRIED

CONDITIONAL REZONING REQUEST

10. **PUBLIC HEARING – CONDITIONAL REZONING APPLICATION (File Number CR 009)**
– Proposed Troy Marriott Hotels, West side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

Mr. Carlisle reviewed the proposed conditional rezoning application as relates to the conditions offered by the applicant and the conceptual site plan submittal. Mr. Carlisle stated that should the conditional rezoning be granted by City Council, the applicant is required to apply for Preliminary Site Plan and Special Use approval. Mr. Carlisle said the proposed conditional rezoning supports the Master Plan and surrounding areas, provided impacts upon adjacent properties are mitigated.

Andy Wakeland of Giffels Webster and Jeffrey Ryntz of Victor Saroki and Associates were present to represent the petitioner. Akram Namou of A&M Hospitality was also present.

Mr. Wakeland addressed their efforts to mitigate the potential impact to adjacent residential as relates to the proposed setbacks and screening. Mr. Wakeland provided a sight line profile from the proposed four-story hotel to adjacent residential.

Mr. Ryntz addressed the proposed building design and newer Fairfield Inn elevation. Mr. Ryntz also addressed the percentage of hotel windows facing adjacent residential, discussion with Marriott regarding frosted windows, the uses by right for the parcel as currently zoned, the transient and long term occupancy of each hotel, and the non-viability of the hotels if developed as three-story buildings.

Mr. Namou addressed the upscale design improvements and lighting standards of Marriott Hotels. He said the two hotels will complement each other.

PUBLIC HEARING OPENED

The following residents spoke in opposition addressing concerns with privacy, nuisance, screening, lighting, property values, current hotel occupancy rates and existing vacant buildings.

- Nick Penchof, 302 Redwood.
- James Stone, 314 Redwood.
- Sally Wilsher, 350 Redwood, circulated pictures of light exposure in home from existing hotel.
- Cindy Wilsher, 369 E Maple.
- Kay Vavruska, 278 Redwood.

- Mike Davey, 325 Redwood.
- Mary Jane Austin, 242 Redwood, circulated pictures of existing fencing with vegetative growth.

PUBLIC HEARING CLOSED

Mr. Namou said the proposed location is approved by Marriott and briefly addressed the criteria used in site selection. Mr. Namou said an open meeting was held in good faith for residents within a 300 foot radius to address concerns and answer questions. He said one resident attended. Mr. Namou said they want to be good neighbors and work with the neighbors to mitigate concerns going forward.

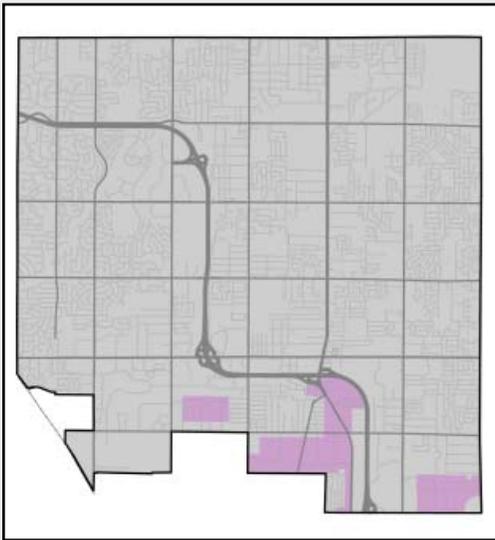
There was discussion on the process of a conditional rezoning application.

The Board asked if the petitioner would provide additional screening details, precise setbacks, sight-line information and consideration to various building configurations to mitigate the concerns expressed by adjacent residential.

The City Attorney suggested that should a recommendation to approve the application go forward to City Council, the Resolution should stipulate that approval is subject to 1) Site Plan and Special Use approval; 2) subject to the Development Agreement; and 3) list conditions voluntarily offered by the application.

The petitioner asked to postpone the item to the August 27, 2013 Special/Study meeting, at which time additional detail and information would be provided per discussion tonight.

21st Century Industry: A New Opportunity for Growth



- *Continued encouragement of a variety of industrial uses*
- *Light industrial uses with no outdoor storage or external nuisances are especially encouraged*
- *The emphasis for site design should be on screening, landscaping, buffering, and effective transitioning to allow this important category to succeed without negative impacts on residential or commercial areas of the City*

The 21st Century Industry classification provides area for conventional manufacturing and assembly uses, but with a broader interpretation of what industrial areas can become. In addition to conventional industrial uses, shops, and warehousing, this category can be home to business-to-business uses that don't require a significant public presence, but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield. Suppliers, fabricators, printers, and many other supporting uses which strengthen the City's appeal as a home to 21st Century businesses are all encouraged in this category.

An alternative use that may be considered on a very limited basis in the 21st Century Industrial area is loft-style residential development in reclaimed industrial buildings. Opportunities for artist lofts and open-floorplan residential development may exist within new, innovative mixed-use projects. Such projects would be an ideal fit within the 21st Century Industrial area. Such housing will only be considered when all potential environmental limitations have been identified, and if necessary, neutralized.

The majority of the 21st Century Industrial lands in Troy surround the Maple Road category (see page 105), although they are intermingled with areas planned for the Automall, the Smart Zone, and the Transit Center. **Existing land uses along Maple Road vary widely, and do not have a clear, identifiable character.** Maple Road is primarily experienced as a series of nodes that center on north-to-south traffic leading into and out of Troy from the Big Beaver Corridor. For this reason, Maple Road is planned as a series of areas designed to support the Big Beaver Corridor and the Smart Zone, such as the business-to-business uses noted above.

DESIGN CONCEPT

- This area will recognize that manufacturing and distribution will continue to provide valuable jobs and a tax base. Emphasis will be on maintaining a strong image by concentrating on site and building maintenance as well as redevelopment, rather than redevelopment alone.
- Code enforcement will be a critical tool to maintain the visual and physical health of the district.
- As land becomes available, green space should double and storm water management should improve.

SITE DESIGN ATTRIBUTES

- Primary parking areas are located within rear or interior side yards.
- Front yards will be landscaped and well-maintained to continue an improved image.
- Green space will be placed along property perimeters to assist with controlling surface storm water runoff.

BUILDING DESIGN ATTRIBUTES

- The office portion of industrial developments will locate nearest the public street.

July 14, 2013

City of Troy
Planning Department
500 W. Big Beaver
Troy, Mi 48084

RE: Rezoning parcel 86-20-35-326-012 / 333 Stephenson Hwy

Rezoning to allow the construction of two hotels adjacent to a peaceful residential area with a mix of old and young families with young children would not be a healthy addition to an area dotted with many hotels/ motels that only have moderate occupancy.

Within the last year, a Holiday Inn Express and Suites opened a new building diagonally across from the proposed site. However, like other nearby hotel/motels, it backs to I-75, not residential property. This also holds true for four additional hotels nearby just east of the proposed site on Stephenson Highway. They are Hampton Inn, Extended Stay, Residence Inn and Fairfield Inn. The last two are currently operated by Marriott.

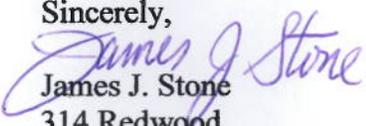
In addition to the five hotels/motels mentioned above, there are four more hotels/motels (Days Inn and Suites, Econolodge, Motel 6 and Red Roof Inn within a short distance of the proposed site. This makes a total of **9 large hotel/motels** within a short distance of the proposed site, **none of which are adjacent to residential property for good reason.** Also, occupancy rates do not warrant another hotel/motel, especially when you include the many other hotels directly off I-75 exits a short distance to the north.

The proposed hotel property poses a serious negative impact for Redwood homeowners.

1. Car and people noise 24/7 (currently quiet after 5 PM). This includes car alarms, late night arrivals, party-on people, annoying lighting and just plain loudness
2. Trash dumpsters within 20 yards of residential backyards attracting rodents
3. Even high end hotels attract problem people, specifically drug trade and prostitution. Many years ago, one high end well established hotel a short distance north of the proposed property failed and was torn down. It became known for high end illegal activity.

It would make much more sense for Marriott to purchase the vacant property on the southeast corner of 14 mile and Stephenson. It is directly next door to their current Fairfield Inn and a perfect location. I urge you to keep the current zoning.

Sincerely,


James J. Stone
314 Redwood

RECEIVED
JUL 15 2013
PLANNING

July, 23rd 2013

Council members *PLANNING COMMISSION*

My name is Nick Penchoff. I'm married and a father of 2 at 302 Redwood. I'm here, on my 1 Year olds birthday, to talk about rezoning. *PROPOSAL AT 14th STEPHENSON.*

My wife, Theresa, is a teacher who spend most of the summer spending time with our children in our backyard, playing on the swing set, swimming in a kiddie pool, gardening & having friends over for general entertaining.

My family and I are against the proposed zoning changes due to the following:

1. Privacy invasion. Our family would have full view of the hotels, as well as it, onto us. Neighbors just taking a stroll down Redwood would have prying eyes on them from 4 stories high.
2. Nuisances. Coming and going of vehicles & people at all hours; opening and closing of doors; headlights from vehicles and hotel lighting. Just this past Sunday while sitting outside we could hear a car alarm coming from the Holiday Inn parking lot, which is across Stephenson Hwy. Now imagine that right behind us.
3. Property Value. No one would want to move to a neighborhood where you're sharing your backyard with hotel patrons.
4. General need. There are 7 Hotels within a ¼ mile radius from the 14 and Stephenson intersection. None of which, backs up to a peaceful neighborhood.

So, I implore, that *COMMISSION* Council keep the Zoning as is for the good residents of Redwood Drive, who would not want to raise their children with Hotel patrons.

Nicholas Penchoff

*Submitted to Planning
Commission 07/23/2013
CR 009 Troy Marriott Hotels*



TROY HOTELS
CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement (“Agreement”), dated November, ___ 2013 is entered into by and between TROY HOTELS, INC., a Michigan company, the registered address of which is 24725 Greenfield Road, Southfield, MI 48075 (“Developer”), and the CITY OF TROY, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084 (“City”).

R E C I T A L S:

A. Developer is the owner of certain real property located in the City of Troy, Oakland County, Michigan, containing approximately 5.453 acres, as more particularly described on Exhibit A attached hereto (the “Property”).

B. Developer has applied for Conditional Rezoning pursuant to Troy’s Zoning Ordinance, Chapter 39, Section 16.04 from O (Office) district to OM (Office Mixed Use) district. That Ordinance requires that an applicant for conditional rezoning prepare a Conditional Rezoning Agreement (“Agreement”) which requires that specific provisions be included in the Agreement.

C. As part of approval of this Agreement, which will result in a rezoning of the Property from O (Office) district to OM (Office Mixed Use) district, Developer has offered and agrees to make the improvements, proceed with the project and comply with any document submission dates and/or project completion dates, as described in this Agreement and any incorporated documents. Any conditions, representations or promises included in the Agreement have been voluntarily offered by the Developer to induce the City to rezone the land to the proposed classification. The Developer and the City agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the Michigan Zoning Enabling Act, MCL 125.3101, et. seq. and Chapter 39, Section 16.04 of the City of Troy Zoning Ordinance. The burden of the conditions on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to Property as a result of the requirements represented in the project and/or development.

D. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of the Property to OM (Office Mixed Use) district shall become effective as set out in Section 3.1 of this Agreement. Once this Agreement is approved by the Troy City Council, it shall be binding upon the City, the Developer, the owner, the owner of units within the Development, any owners associations, and their agents, successors and assigns. The City's Zoning District Map shall be updated to reflect the amendment to the Zoning Ordinance and the District Map within a reasonable period of time after the effective date of the rezoning. This Conditional Rezoning Agreement is being proposed by the Developer and entered into voluntarily by the Developer and City.

E. The City of Troy Planning Commission at its October 8, 2013 meeting passed its resolution recommending to City Council that the Developers O to OM rezoning request, which incorporates Preliminary Site Plan Approval and Special Use Approval, be granted.

F. The Troy City Council at its meeting on November 11, 2013 approved the Developer's rezoning request as recommended by the Planning Commission, and thereby also approved the Preliminary Site Plan and the request for Special Use Approval.

NOW, THEREFORE, the Developer and the City, for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement, including all incorporated documents, shall run with the land. The land is the Property described in the attached Exhibit A. Reference to "Developer" in this Agreement, and/or any incorporated documents, shall include the owner of the Property, Developer's agents, successors and assigns. It is the intent of Developer and the City to put all future owners of the Property, all future leaseholders and/or all parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement, including the site plan(s), if any, and any incorporated documents with the Oakland County Register of Deeds. If the project or development plan includes any type of condominium element, any termination of any condominium community or association shall not nullify or void this Agreement. As part of this Agreement and pursuant to State statute, if a Master Deed is not controlling for all or any portion of a condominium project, the terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Property.

1.2 The Property shall be developed and improved only in accordance with the following which shall be referred to herein as the “Conditional Rezoning Agreement Documents”:

- A. Chapter 39, Section 16.04 of the City’s Zoning Ordinance, and amendments, if any.
- B. This Conditional Rezoning Agreement.
- C. Chapter 39, Section 4.17, which sets out the intent, use regulations and dimensional requirements for development in an OM (Office Mixed Use) district classification.
- D. The Preliminary Site Plan with all conditions of rezoning and special use approval included and any other documents that are incorporated into this Agreement as Exhibit B. Exhibit B includes the following documents:
 - 1. Drawing showing limits of proposed 30 foot wide strip of landscaped open space and bicycle stands.
 - 2. The Preliminary Site Plan which includes all conditions of rezoning and special use approval and related documents that were reviewed and recommended for approval by the Troy Planning Commission at its meeting on October 8, 2013.

1.3 The Ordinance amendment granting the conditional rezoning reclassifies the zoning of the Property to a OM (Office Mixed Use) district and constitutes the land use authorization for the Property, and all use improvement of the Property shall be in substantial conformity with the provisions of the Zoning Ordinance applicable to the zoning district and this Agreement.

ARTICLE II

CONDITIONS FOR REZONING

2.1 In consideration for the City’s rezoning of the Property from its current classification of O (Office) district to OM (Office Mixed Use) district, the Developer agrees to be bound by the following conditions:

- A. 30 foot front lot set back to building fronts.
- B. 40 foot side yard set back to building.

- C. 150 foot rear yard set back to rear of buildings.
- D. Buildings shall be limited to no more than four stories with a maximum roof height of 56 feet.
- E. Landscaping to be maintained as shown on Concept Site Plan included in Exhibit B.
- F. Unless approved by the City of Troy, the use of the property shall be limited to the construction, maintenance and operation of up to two hotels and any uses ancillary thereto.
- F. Developer shall develop and improve the property in accordance with the preliminary site plan documents that were recommended for approval by the Troy Planning Commission at its October 8, 2013 meeting, which documents are included in Exhibit B.

2.2 Developer represents and confirms that the Property shall not be used or developed in a manner that is inconsistent with conditions placed on rezoning as set out in this Agreement.

2.3 Developer shall be subject to the expiration provisions of Section 16.04. E.of the Zoning Ordinance and Section 5.2 of this Agreement.

ARTICLE III

REZONING

3.1 Directly after approval of this Conditional Rezoning Agreement by City Council, the Troy City Council shall pass a Resolution rezoning the Property from an O (Office) district zoning classification to an OM (Office and Mixed Use) district classification. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE IV

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

4.1 Developer shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents. The Preliminary Site Plan included in the Conditional Rezoning Agreement Documents shall receive Final approval in accordance with the City's Zoning Ordinance and this Agreement. If development and/or actions are undertaken on or with respect to the Property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold, or, following notice and an opportunity to be heard revoke permits and certificates, in addition to or in lieu of such other lawful action to achieve compliance.

4.2 All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, the Conditional Rezoning Agreement Documents, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

4.3 Developer shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the property including signage.

ARTICLE V

THE CITY'S RIGHTS AND OBLIGATIONS

5.1 The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property. The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

5.2 Conditional Rezoning Approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the sole discretion to determine if progress has been diligently pursued by the Developer of the Property. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

5.3 The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the City obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by the City in connection with such suit.

5.4 If the Developer is developing the Property in non-compliance with the Conditional Rezoning Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

5.5 To the extent the Conditional Rezoning Agreement Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the Conditional Rezoning Agreement Documents shall control. All improvements constructed in accordance with the Conditional Rezoning Agreement Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 This Agreement may not be modified, replaced, amended or terminated except as provided for in this Agreement.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

6.3 If there is a conflict between the terms of any of the Conditional Rezoning Agreement Documents, such documents shall control in the following order: (a) Chapter 39, Section 16.04 of the City's Zoning Ordinance, and amendments, if any (b) this Agreement and any Conditional Rezoning Agreement Documents. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Conditional Rezoning Agreement Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other Ordinances which shall be applicable provided such determination is not inconsistent with the nature and intent of the Conditional Rezoning Agreement Documents.

6.4 After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and all Conditional Rezoning Agreement Documents, and shall not be permitted in the future to claim that the effect of the Agreement and the Conditional Rezoning Agreement Documents result in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement and the Conditional Rezoning Agreement Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement and the Conditional Rezoning Agreement Documents are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

6.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.6 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization of their name.

“Developer”

TROY HOTELS, INC.

By: Akram Namou

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this

____ day of _____, _____
_____, 20____. on _____

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

CITY OF TROY, a Michigan municipal
corporation

By: Dane Slater
Its: Mayor

By: Aileen Bittner
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, on _____, 20____

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

PREPARED BY:

WHEN RECORDED RETURN TO:

John A. Ponitz John A. Ponitz, P.C. 24170 Sherwood Centerline, MI 48015		John A. Ponitz John A. Ponitz, P.C. 24170 Sherwood Centerline, MI 48015
----------------------------------------------------------------------------------	--	----------------------------------------------------------------------------------

****NOTE TO FILE: Need to file with Clerk once recorded****

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
PRELIMINARY SITE PLAN INCLUDING
ALL CONDITIONS AS REQUIRED BY CHAPTER 39, SECTION 16.04 OF THE
ZONING ORDINANCE AND THE CITY OF TROY

Executive:	PM
Manager:	AW
Designer:	DR
Quality Control:	
Section:	35
	T-2-N R-11-E

Professional Seal:



DATE:	ISSUE:
06-07-2013	CONDITIONAL REZONING APPLICATION
07-10-2013	CONCEPTUAL SITE PLAN PER SUBMITTED CONDITIONS
07-31-2013	OWNER REVIEW
08-09-2013	REVISED ZONING SUBMITTAL
09-24-2013	SITE PLAN SUBMITTAL

Developed For:
TROY HOTELS, INC.

24170 SHERWOOD AVE.
CENTER LINE, MI 48015

(248)-255-5946

COVER

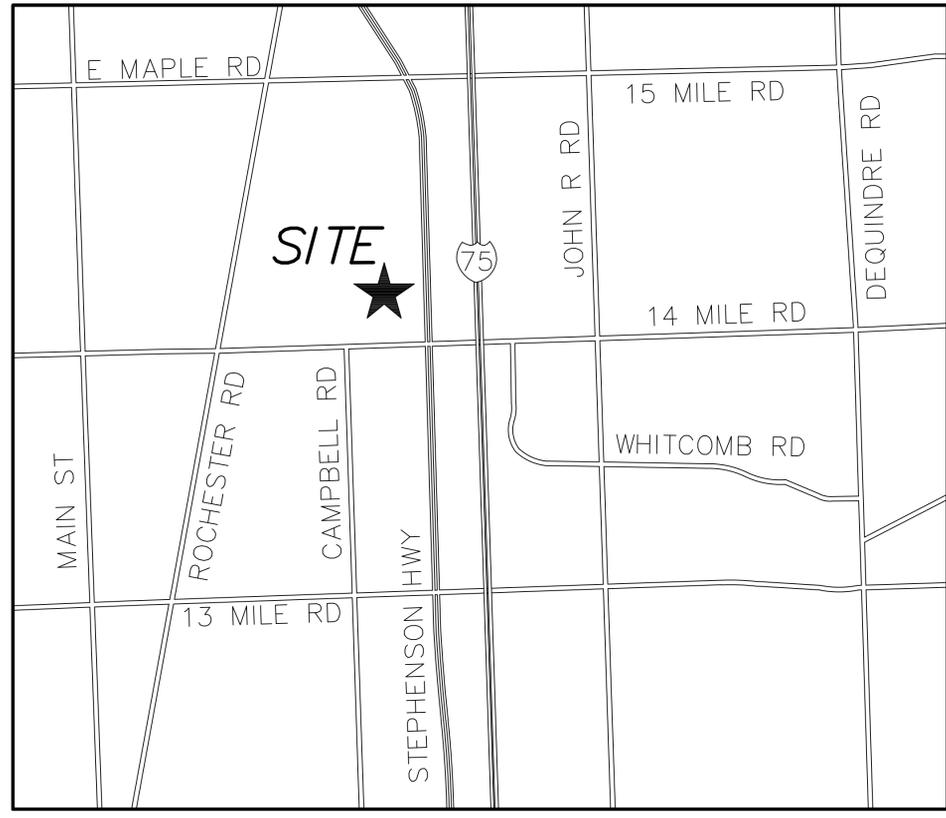
TROY MARRIOTT HOTELS

CITY OF TROY
OAKLAND COUNTY
MICHIGAN

Date:	05.03.2013
Scale:	NTS
Sheet:	01
Project:	18452.00

TROY MARRIOTT HOTELS

CITY OF TROY, OAKLAND COUNTY, MICHIGAN
SECTION 24 T-05-N, R-13-E
TAX PARCEL ID:



LOCATION MAP
(NOT TO SCALE)

PROPERTY DESCRIPTION

(PER TAX RECORD, TAX ID: 20-35-326-012)
LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, T-2-N, R-11-E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S.88°24'00"E., 664.61 FEET AND S.88°13'12"E., 1019.84 FEET AND N.01°57'38"E., 358.88 FEET FROM THE SOUTHWEST CORNER OF ABOVE SAID SECTION; THENCE N.88°35'27"W., 351.11 FEET; THENCE N.02°31'48"E., 570.29 FEET; THENCE S.88°02'22"E., 345.43 FEET; THENCE S.01°57'38"W., 566.88 FEET TO THE POINT OF BEGINNING.

AS FIELD SURVEYED DESCRIPTION

(TAX ID: 20-35-326-012)
PART OF THE SOUTHWEST 1/4 OF SECTION 35, T-02-N, R-11-E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE N.87°33'17"E., 1684.46 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 (14 MILE ROAD) TO A POINT ON THE WEST RIGHT OF WAY LINE OF STEPHENSON HIGHWAY (204 FEET WIDE); THENCE N.02°07'02"W., 358.99 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S.87°11'49"W., 351.12 FEET; THENCE N.01°32'52"W., 570.43 FEET; THENCE N.87°52'58"E., 345.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE S.02°07'02"E., 566.20 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 4.543 ACRES.

BENCH MARK DATA

(CITY OF TROY) DATUM

CITY BENCH MARK NO. 2015
SOUTH ENTRANCE TO SITE ON THE WEST SIDE OF STEPHENSON HIGHWAY +/- 650 FEET NORTH OF 14 MILE ROAD.
ELEVATION=644.52'

SITE BENCH MARK NO. 1
ARROW ON HYDRANT +/- 50 FEET NORTH AND +/- 45 FEET EAST OF THE NORTHWEST CORNER OF SITE.
ELEVATION=647.66'

DEVELOPER :
TROY HOTELS INC.
24170 SHERWOOD
CENTER LINE, MI 48015
(248) 259-5600 p

CIVIL ENGINEER :
GIFFELS WEBSTER
6303 26 MILE ROAD, SUITE 100
WASHINGTON, MI 48094
(586) 781-8950 p
(586) 781-8951 f
ATTN: ANDY WAKELAND, P.E.

LANDSCAPE ARCHITECT :
GIFFELS WEBSTER
6303 26 MILE ROAD, SUITE 100
WASHINGTON, MI 48094
(586) 781-8950 p
(586) 781-8951 f
ATTN: MARK HANSEN, B.L.A., R.L.A.

ARCHITECT :
VICTOR SAROKI & ASSOCIATES
430 N. OLD WOODWARD AVE.
BIRMINGHAM, MI 480009
(248) 258-5707 p
(248) 258-5515 f



LOCATION MAP
(NOT TO SCALE)

LEGEND - EXISTING

- E/ PAVEMENT
- CURB
- E/ WALK
- MISC. LINE
- FENCE
- GUARD RAIL
- WALL
- B.L.D. LINE
- OVERHEAD WIRES
- T/ BANK
- B/ BANK
- WATER EDGE
- STORM LINE
- WATER LINE
- GAS LINE
- SECTION LINE
- ELECTRIC OVERHEAD
- RE-DITCHED SWALE
- SAN. MH
- GATE VALVE
- HYDRANT
- WATER VALVE
- FDC CONNECTION
- STORM MH
- CATCH BASIN
- BEEHIVE CB
- CULVERT E.S.
- ROUND CB
- LIGHT POLE
- UTILITY POLE
- ELEC. MH
- GAS METER
- GAS RISER
- TELE. MH
- MANHOLE
- SIGN
- PROT. POST/GUARD POST
- GUY
- DEODOROUS TREE
- CONIFEROUS TREE
- DEAD TREE
- UTILITY FLAG
- EXISTING ELEVATION
- MISC. TOPO. SHOT
- SURVEY CONTROL POINT
- FOUND IRON
- FOUND NAIL
- SECTION COR.
- FENCE POST
- FOUND PIPE
- FOUND MON.
- CHAIN-LINK FENCE
- D.L.
- F.F.
- F.I.P.
- M.
- R.
- F.M.

STRUCTURE	TYPE	SIZE OF PIPE	RIM	DROP	INVERT	DIRECTION	COMMENTS
21	GATE VALVE	T/PIPE	642.90	-6.90	636.00	NORTH-SOUTH	
22	BEEHIVE CATCH BASIN	T/WATER	641.46	-3.80	637.66	NORTH	UNABLE TO REMOVE COVER
		T/DEBRIS	641.46	-5.80	635.66	EAST	
23	SANITARY MANHOLE	15"	641.46	-4.40	637.06	EAST	FLOWS SOUTH
		18"	642.09	-12.24	629.85	SOUTH	
26	BEEHIVE CATCH BASIN	T/WATER	641.43	-3.83	637.60	NORTH	NO OTHER PIPES VISIBLE
		24"	641.43	-4.48	636.95	NORTH	
27	SANITARY MANHOLE	18"	642.09	-12.24	629.85	NORTH	FLOWS SOUTH
		15"	642.45	-13.02	629.43	NORTH	
28	BEEHIVE CATCH BASIN	T/WATER	640.73	-3.05	637.68	SOUTHWEST	NO OTHER PIPES VISIBLE
		18"	640.73	-5.55	635.18	SOUTH	
29	CATCH BASIN	15"	642.64	-4.60	638.04	NORTHEAST	PIPE WEST IS NOT VISIBLE
		18"	643.85	-13.81	630.04	NORTH	
30	SANITARY MANHOLE	18"	643.85	-13.81	630.04	SOUTH	FLOWS SOUTH
		8"	643.59	-14.08	629.51	EAST	
31	SANITARY MANHOLE	18"	643.59	-14.08	629.51	SOUTH	FLOWS SOUTH
		18"	643.59	-14.70	628.89	NORTH	
32	TELEPHONE MANHOLE	T/WATER	642.74	-2.10	640.64		NO WIRES VISIBLE
		18"	642.74	-9.60	633.14		
51	GATE VALVE	T/PIPE	642.45	-5.70	636.75	NORTH-SOUTH	
		18"	642.45	-1.65	640.81		
52	STORM MANHOLE	18"	642.46	-2.32	640.14	NORTH	
		18"	642.46	-3.39	639.07	WEST	
128	CATCH BASIN	12"	642.49	-4.12	638.37	EAST	
		18"	642.46	-2.27	640.19	SOUTH	
148	ROUND CATCH BASIN	T/WATER	641.80	-0.90	640.90		NO PIPE VISIBLE
		6"	642.66	-1.52	641.14	SOUTH-SOUTHWEST	
223	CATCH BASIN	T/WATER	642.66	-1.01	641.65		NO OTHER PIPES VISIBLE
		6"	643.30	-1.65	641.65		
229	ROUND CATCH BASIN	6"	643.30	-2.48	640.82	WEST	
		6"	643.30	-2.53	640.77	EAST	
232	ROUND CATCH BASIN	T/WATER	642.90	-1.20	641.70		NO OTHER PIPES VISIBLE
		6"	642.90	-2.08	640.82	WEST	
251	STORM MANHOLE	18"	642.90	-4.40	638.50		POSSIBLE PUMPING STRUCTURE W/ ELECTRIC
		18"	642.16	-4.60	637.56		
252	SANITARY MANHOLE	8"	642.44	-10.47	631.97	EAST	
		8"	642.44	-8.43	634.01	WEST	

STRUCTURE	TYPE	SIZE OF PIPE	RIM	DROP	INVERT	DIRECTION	COMMENTS
254	BEEHIVE CATCH BASIN	15"	642.18	-4.06	638.12	NORTH	
		12"	642.18	-3.80	638.38	EAST	
255	ELECTRIC MANHOLE	BOTTOM	642.18	-4.40	637.78		HANDHOLE
		6"	642.18	-4.10	638.01		
256	ELECTRIC MANHOLE	BOTTOM	643.61	-4.60	639.01		WIRES NORTH-SOUTH SOUTH-SOUTHWEST
		T/WATER	643.62	-5.70	637.92		
257	STORM MANHOLE	18"	643.62	-5.82	637.80	NORTH	NO OTHER PIPES VISIBLE
		BOTTOM	643.62	-8.00	635.62		
332	GATE VALVE	T/PIPE	642.17	-6.20	635.97	NORTH-SOUTH	
		8"	642.10	-7.45	634.65	EAST	
340	SANITARY MANHOLE	8"	642.10	-7.45	634.65	WEST	
		8"	642.10	-7.45	634.65	WEST	
375	STORM MANHOLE	T/WATER	642.80	-1.95	640.85		POSSIBLE PUMPING STRUCTURE W/ ELECTRIC
		BOTTOM	642.80	-15.10	627.70		
431	STORM MANHOLE	10"	644.29	-4.50	639.79	WEST	
		6"	644.29	-4.25	640.04	EAST	
5013	STORM MANHOLE	18"	643.24	-7.00	636.24	EAST	NO FLOW
		18"	643.24	-7.05	636.19	WEST	
5022	ROUND CATCH BASIN	T/WATER	643.24	-6.75	636.49		NO OTHER PIPES VISIBLE
		4"	641.12	-1.25	639.87	SOUTHEAST	
5022	ROUND CATCH BASIN	T/WATER	641.12	-3.65	637.47		NO OTHER PIPES VISIBLE
		BOTTOM	641.12	-5.20	635.92		
5052	STORM MANHOLE	18"	642.95	-6.75	636.20	EAST	NO OTHER PIPES VISIBLE
		18"	641.89	-6.63	636.26		
5053	ROUND CATCH BASIN	T/WATER	641.89	-1.08	638.31	WEST	NO PIPES VISIBLE
		6"	639.39	-1.93	637.46	SOUTH-SOUTHWEST	
5085	ROUND CATCH BASIN	T/WATER	642.48	-1.60	640.88		NO OTHER PIPES VISIBLE
		12"	642.48	-4.43	638.05	EAST	
5157	ROUND CATCH BASIN	21"	642.31	-4.86	637.45	EAST	NO OTHER PIPES VISIBLE
		T/WATER	642.31	-1.45	640.86		
5224	ROUND CATCH BASIN	T/WATER	642.02	-1.15	640.87	WEST	NO OTHER PIPES VISIBLE
		12"	642.02	-4.40	637.62	WEST	
5229	ROUND CATCH BASIN	ELLIPTICAL PIPE	642.02	-3.45	638.57	NORTH	NO OTHER PIPES VISIBLE
		18"	642.28	-4.46	637.80	WEST	
5229	ROUND CATCH BASIN	T/WATER	642.28	-1.40	640.86		NO OTHER PIPES VISIBLE
		T/DEBRIS	642.28	-6.30	636.96		
5295	ROUND CATCH BASIN	T/WATER	642.70	-1.80	640.90		NO PIPE VISIBLE
		BOTTOM	642.70	-5.30	637.40		
5323	VALVE COVER	20" DIA. LID. FILL PORT WITH ELECTRIC PORT	643.86				
		20" DIA. LID. FILL PORT	643.89				
5324	VALVE COVER	20" DIA. LID. FILL PORT	643.89				
		44" DIA. LID. FILL PORT	643.89				
5325	VALVE COVER	T/WATER	642.87	-2.00	640.87		
		BOTTOM	642.87	-6.70	636.17		
5340	ROUND CATCH BASIN	T/WATER	642.87	-4.10	638.77		NO PIPE VISIBLE
		T/DEBRIS	642.87	-4.10	638.77		

PROPERTY DESCRIPTION

(PER TAX RECORD, TAX ID: 20-35-326-012)
LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, T-2-N, R-11-E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT A POINT DISTANT S.88°24'00"E., 664.61 FEET AND S.88°13'12"E., 1019.84 FEET AND N.01°57'38"E., 358.88 FEET FROM THE SOUTHWEST CORNER OF ABOVE SAID SECTION; THENCE N.88°35'27"W., 351.11 FEET; THENCE N.02°31'48"E., 570.29 FEET; THENCE S.88°02'22"E., 345.43 FEET; THENCE S.01°57'38"W., 566.88 FEET TO THE POINT OF BEGINNING.

AS FIELD SURVEYED DESCRIPTION

(TAX ID: 20-35-326-012)
PART OF THE SOUTHWEST 1/4 OF SECTION 35, T-02-N, R-11-E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 35; THENCE N.87°33'17"E., 1684.46 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 (14 MILE ROAD) TO A POINT ON THE WEST RIGHT OF WAY LINE OF STEPHENSON HIGHWAY (204 FEET WIDE); THENCE N.02°07'02"W., 358.99 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE S.87°11'49"W., 351.12 FEET; THENCE N.01°32'52"W., 570.43 FEET; THENCE N.87°52'58"E., 345.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE S.02°07'02"E., 566.20 FEET ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING AND CONTAINING 4.543 ACRES.

UTILITY STATEMENT

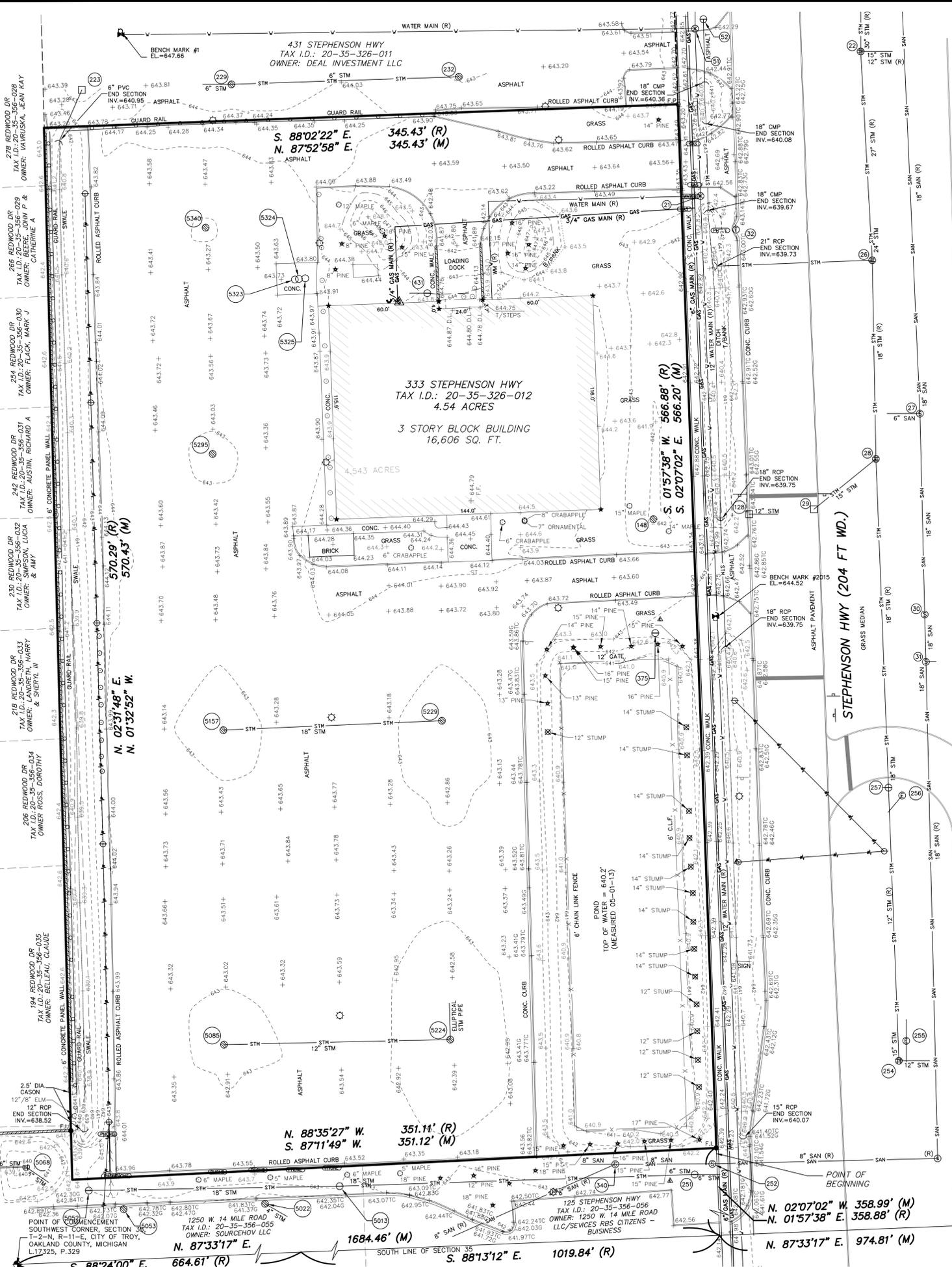
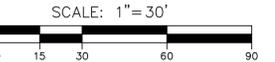
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
(R) = UTILITY SHOWN FROM RECORDS OR PLANS, & FIELD LOCATED WHERE POSSIBLE.
PRIOR TO THE PLANNED BUILDING IMPROVEMENTS, AND/OR CONSTRUCTION, THE RESPECTIVE UTILITY COMPANIES MUST BE NOTIFIED TO STAKE THE PRECISE LOCATION OF THEIR UTILITIES.

BENCH MARK DATA

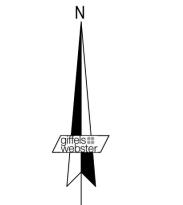
(CITY OF TROY) DATUM
CITY BENCH MARK NO. 2015
SOUTH ENTRANCE TO SITE ON THE WEST SIDE OF STEPHENSON HIGHWAY +/- 650 FEET NORTH OF 14 MILE ROAD. ELEVATION=644.52'
SITE BENCH MARK NO. 1
ARROW ON HYDRANT +/- 50 FEET NORTH AND +/- 45 FEET EAST OF THE NORTHWEST CORNER OF SITE. ELEVATION=647.66'

NOTES:

- TELEPHONE, ELECTRIC, AND CABLE TV UTILITY MAPS WERE NOT AVAILABLE AT TIME OF SURVEY.
- THIS PARCEL IS LOCATED WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA ZONE "X" (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) IN ACCORDANCE WITH THE FEDERAL INSURANCE RATE MAP, PANEL NUMBER 561 OF 704, MAP NUMBER 2612505061G, EFFECTIVE DATE JANUARY 16, 2009.
- TREE SIZES AND SPECIES ARE THE BEST ESTIMATION OF THE FIELD SURVEYOR. SPECIFIC QUESTIONS REGARDING INDIVIDUAL TREES SHOULD BE DIRECTED TO A QUALIFIED FORESTER.



Executive: PM
Manager: AW
Designer: DR
Quality Control:
Section: 35
T-2-N R-11-E



DATE:	ISSUE:
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07-10-2013	CONCEPTUAL SITE PLAN PER SUBMITTED CONDITIONS
07-31-2013	OWNER REVIEW
08-09-2013	REVISED ZONING SUBMITTAL
09-24-2013	SITE PLAN SUBMITTAL

Developed For:
TROY HOTELS, INC.
24170 SHERWOOD AVE.
CENTER LINE, MI 48015

(248)-255-5946

TOPOGRAPHIC SURVEY

TROY MARRIOTT HOTELS
CITY OF TROY
OAKLAND COUNTY
MICHIGAN

Date: 05.03.2013
Scale: 1"=30'
Sheet: 02
Project: 18452.00



LOCATION MAP
(NOT TO SCALE)

BENCH MARK DATA

(CITY OF TROY) DATUM
CITY BENCH MARK NO. 2015
SOUTH ENTRANCE TO SITE ON THE WEST SIDE OF STEPHENSON HIGHWAY +/- 650 FEET NORTH OF 14 MILE ROAD.
ELEVATION=644.52'
SITE BENCH MARK NO. 1
ARROW ON HYDRANT +/- 50 FEET NORTH AND +/- 45 FEET EAST OF THE NORTHWEST CORNER OF SITE.
ELEVATION=647.66'

NOTE

- ALL STORM STRUCTURES SHALL BE IN CONFORMANCE WITH CITY OF TROY SPECIFICATIONS
- PLEASE REFER TO STANDARD DETAIL SHEET DS-2a FOR STRUCTURE DETAILS.
- MAINTAIN A MINIMUM 10 FT HORIZONTAL AND 12 FT VERTICAL SEPARATION BETWEEN ALL UTILITIES WHEREVER POSSIBLE OR INSTALL CONCRETE COLLAR PER CITY STANDARDS.
- ALL NEW WATER SERVICE PIPE MATERIAL UP TO 2" IN DIAMETER SHALL BE TYPE K COPPER TUBING. LARGER SERVICES SHALL BE DUCTILE IRON PIPE.
- CLEAN OUTS IN PAVEMENT SHALL HAVE FRAME AND COVER THAT WITHSTANDS H-20 LOADING.

Executive:	PM
Manager:	AW
Designer:	DR
Quality Control:	
Section:	35
	T-2-N R-11-E



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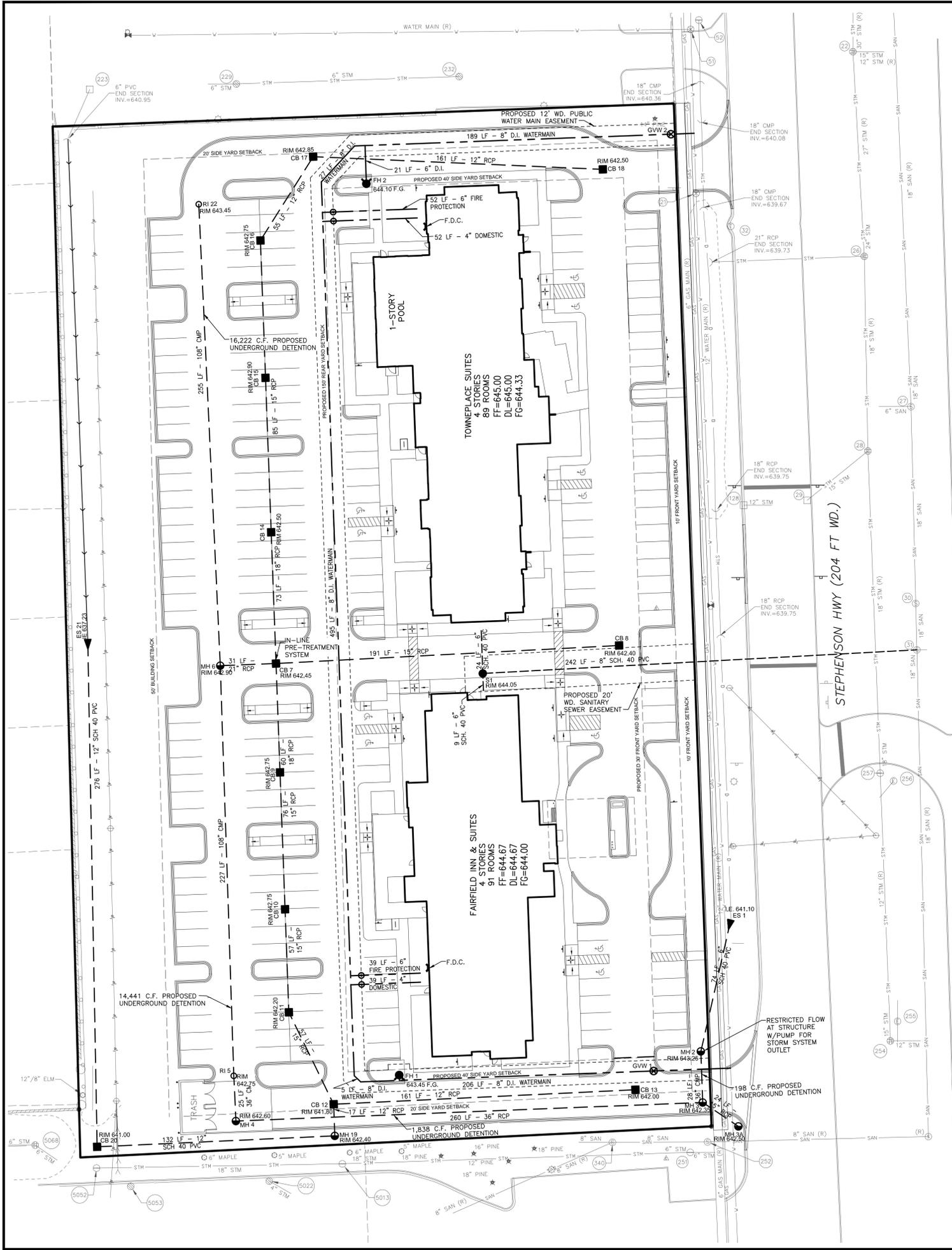
UTILITY PLAN

TROY MARRIOTT HOTELS

CITY OF TROY
OAKLAND COUNTY
MICHIGAN

Date:	05.03.2013
Scale:	1"=30'
Sheet:	04
Project:	18452.00

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PROPOSED LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN





LOCATION MAP
(NOT TO SCALE)

BENCH MARK DATA

(CITY OF TROY) DATUM
CITY BENCH MARK NO. 2015
SOUTH ENTRANCE TO SITE ON THE WEST
SIDE OF STEPHENSON HIGHWAY +/- 650
FEET NORTH OF 14 MILE ROAD.
ELEVATION=644.52'
SITE BENCH MARK NO. 1
ARROW ON HYDRANT +/- 50 FEET NORTH
AND +/- 45 FEET EAST OF THE
NORTHWEST CORNER OF SITE.
ELEVATION=647.66'

NOTE

SEE ARCHITECTS PLANS FOR
EXACT BUILDING DIMENSIONS AND
ELEVATIONS.

Executive:	PM
Manager:	AW
Designer:	DR
Quality Control:	
Section:	35
	T-2-N R-11-E

Professional Seal:



DATE:	ISSUE:
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Developed For:

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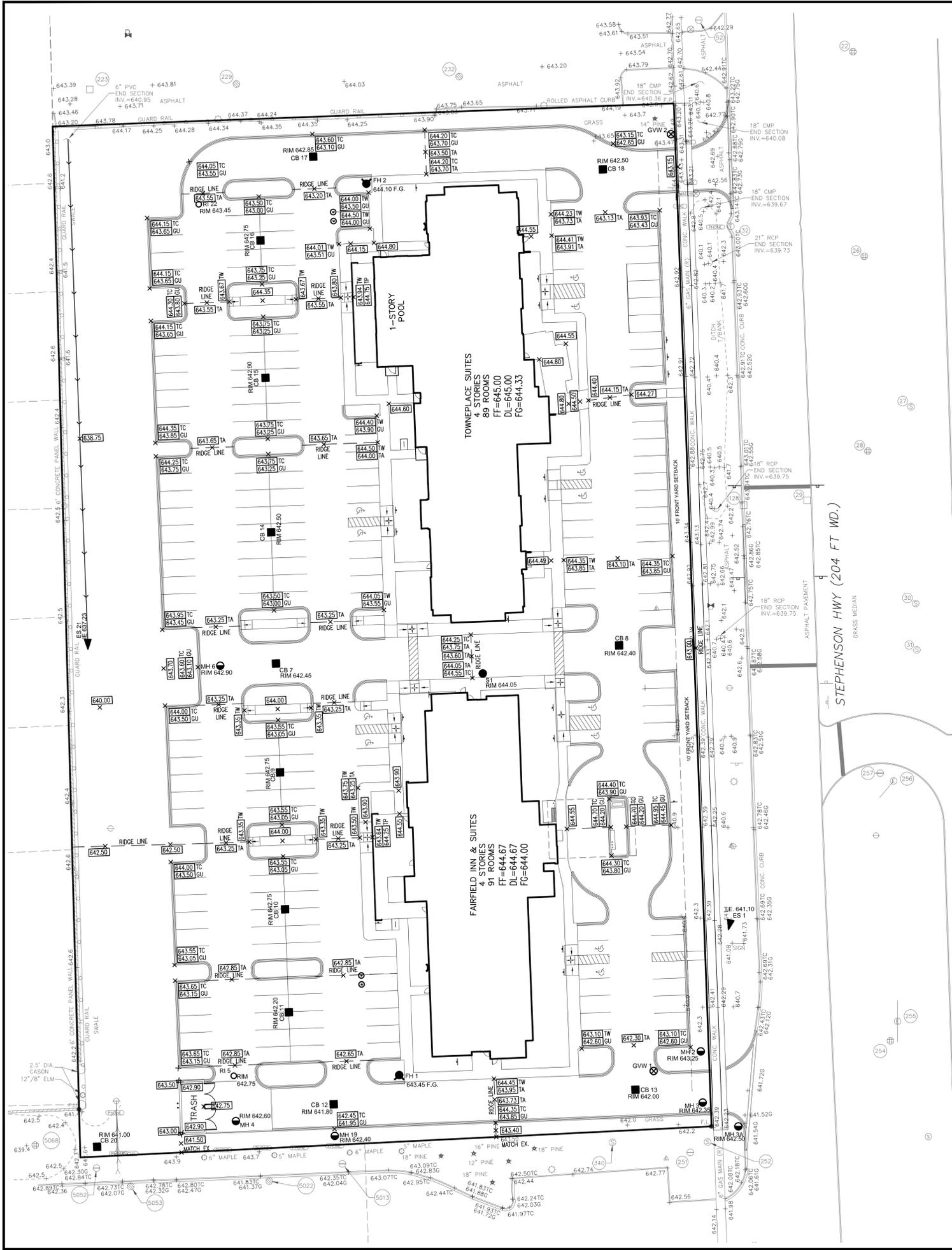
GRADING PLAN

TROY MARRIOTT HOTELS

CITY OF TROY
OAKLAND COUNTY
MICHIGAN

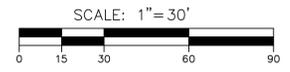
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Scale:	1"=30'
Sheet:	05
Project:	18452.00

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LEGEND

- 6" CONCRETE CURB & GUTTER
- 6" CONCRETE CURB & REVERSE GUTTER
- PROPOSED RIM ELEVATION
- ADJUST EXISTING RIM ELEVATION
- PROPOSED GUTTER ELEVATION
- PROPOSED TOP OF ASPHALT ELEVATION
- PROPOSED FINISHED GRADE
- PROPOSED DROPPED FINISHED GRADE ELEVATION
- PROPOSED DOOR LEDGE ELEVATION
- PROPOSED TOP OF WALK ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- EXISTING RIM ELEVATION
- EXISTING GUTTER ELEVATION
- EXISTING TOP OF CURB ELEVATION
- RIDGELINE
- DRAINAGE ARROW
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- RE-DITCHED SWALE





LOCATION MAP
(NOT TO SCALE)

LANDSCAPE BUFFER PLANT LIST:

TREES:	NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
	46	WHITE SPRUCE	PICEA GLAUCA	12-15' HT. BB	WS
	46	COLUMNAR SUGAR MAPLE	ACER SACCHARUM 'COLUMNARE'	(12-15) 3-4" CAL. BB	SM

ROAD FRONTAGE PLANT LIST:

SHRUBS:	NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
	89	FRAGRANT SUMAC	RHUS AROMATICA	C #3	SUM

TREES:

NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
13	LONDON PLANE TREE	PLATANUS X ACERIFOLIA	2-1/2" CAL. BB	LP

PARKING LOT PLANT LIST:

TREES:	NO.	COMMON NAME	BOTANICAL NAME	SIZE	SYMBOL
	11	SWEETGUM	LIQUIDAMBAR STYRACIFLUA	2-1/2" CAL. BB	SG
	12	TULIP TREE	LIRIODENDRON TULIPIFERA	2-1/2" CAL. BB	TU
	12	RED MAPLE	ACER RUBRUM	2-1/2" CAL. BB	RM

186 PARKING SPACES / 8 PER PARKING LOT TREE = 24 TREES; 35 PROVIDED

PLANT NOTES:

1. PLANT MATERIALS SHALL BE SOUND, HEALTHY, VIGOROUS, FREE FROM PLANT DISEASES AND INSECTS OR THEIR EGGS, AND SHALL HAVE NORMAL HEALTHY ROOT SYSTEMS. CALIPER MEASUREMENTS SHALL BE TAKEN 6" ABOVE THE GROUND LEVEL. ALL OTHER MEASUREMENTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z-60.1 + A300 2004).
2. PLANTING BED SOIL FOR ANNUALS SHALL BE SCREENED TOPSOIL. TO DETER WEED GROWTH DURING THE ESTABLISHMENT OF ANNUAL AND PERENNIAL BEDS, APPLY A PRE-EMERGENT (PREEN OR EQUAL) AFTER PLANTING ANNUALS, 2-3 TIMES PER GROWING SEASON, AT A RATE AS PER RECOMMENDATION OF PRODUCT MANUFACTURER.
3. PLANTING POCKETS SHALL BE NO DEEPER THAN THE HEIGHT OF THE ROOT BALL. SAUCER SHALL BE MADE ON THE EDGES OF THE PLANTING POCKET.
4. ALL TREE WRAP SHALL BE REMOVED UPON PLANTING.
5. MULCH SHALL BE SHREDDED HARDWOOD BARK, FREE FROM DELETERIOUS MATERIAL AND SUITABLE AS A TOP DRESSING OF PLANTING BEDS AND INDIVIDUAL TREE PLANTINGS.
6. TREES SHALL BE MULCHED WITH A MIN. OF 3" DEEP HARDWOOD BARK MULCH AROUND THE PLANTS.
7. GRASS SEED SHALL BE CERTIFIED TURF GRASS SEED COMPLYING WITH A.S.P.A. SPECIFICATIONS, AND FREE OF WEED SEEDS AND UNDESIRABLE NATIVE GRASSES. SEEDED AREAS SHALL NOT BE PERMITTED TO DRY OUT. ALL LAWN AREAS SHALL BE FERTILIZED AND WATERED AS REQUIRED DURING THE FIRST GROWING SEASON TO MAINTAIN A DENSE AND VIGOROUS GROWING LAWN.
8. PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (24 MONTHS). DEAD MATERIALS SHALL BE REPLACED AS NEEDED PRIOR TO THE EXPIRATION OF THE GUARANTEE PERIOD, IN ACCORDANCE WITH THE LOCAL ORDINANCE REQUIREMENTS.
9. CONTRACTOR SHALL PROVIDE, IN WRITING, A LIST OF RECOMMENDED MAINTENANCE PROCEDURES FOR THE FIRST TWO GROWING SEASONS.
10. REMOVE TOP 1/4 OF BURLAP ON ROOT BALL OR ALL IF WRAPPED IN PLASTIC COVERING AND/OR ALL NYLON CORD.
11. PLANT MATERIALS SHALL BE USED IN COMPLIANCE WITH THE PROVISIONS OF THE LOCAL ORDINANCE AND SHALL BE NURSERY GROWN, FREE OF PESTS AND DISEASES, HARDY IN THIS COUNTY, IN CONFORMANCE WITH THE STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN, AND SHALL HAVE PASSED INSPECTIONS REQUIRED UNDER STATE REGULATIONS. IN ADDITION, PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE COUNTY COOPERATIVE EXTENSION SERVICE.

GENERAL NOTES:

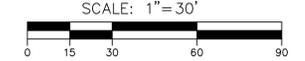
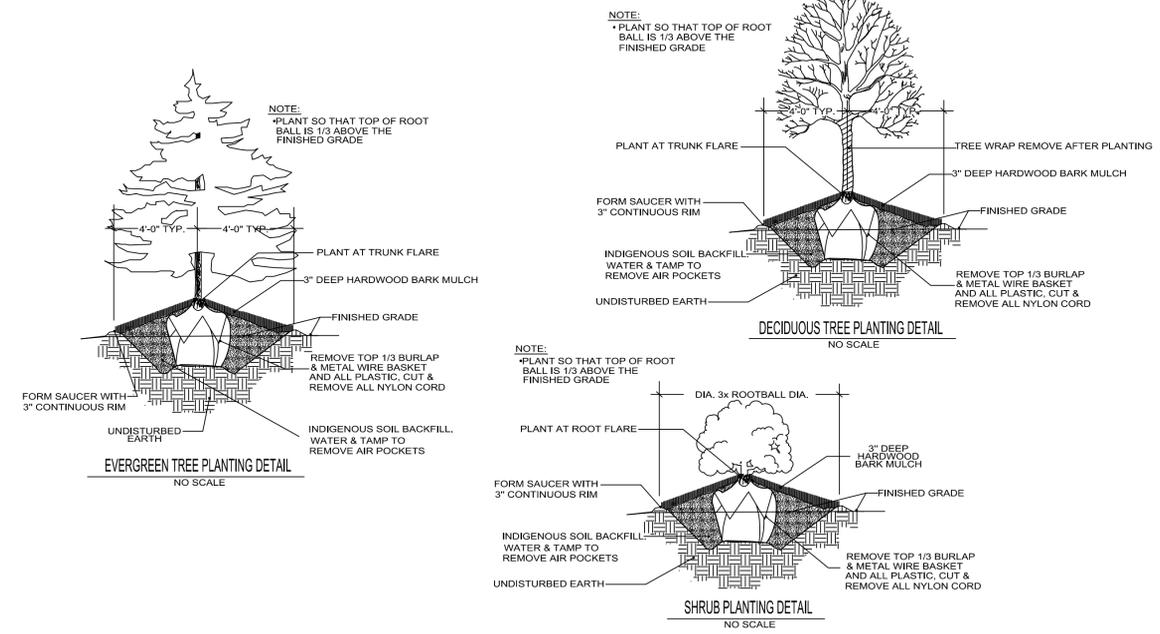
1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF DETROIT.
2. ALL AREAS NOT BUILT, LANDSCAPED, OR PAVED UPON CONSTRUCTION SHALL BE SEEDED OR SODDED. TERRA SEED SYSTEM OR APPROVED EQUAL IS ENCOURAGED.
3. ALL LAWN AREAS SHALL BE IRRIGATED WITH AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM. IRRIGATION HEADS SHALL BE PLACED SUCH THAT WATER WILL NOT HIT ANY HARD STRUCTURES OR SURFACES.
4. A TWO YEAR GUARANTEE PERIOD BEGINS AT FINAL INSPECTION OF LANDSCAPE MATERIAL BY THE LANDSCAPE ARCHITECT. THE BUILDING DEPARTMENT WILL NOT RELEASE THE CONSTRUCTION BONDS UNTIL THE TOWNSHIP APPROVED LANDSCAPE ARCHITECT OR NURSERYMAN HAS INSPECTED THE SITE AND APPROVED THE INSTALLATION OF THE LANDSCAPE PLANTS. THE BOND WILL NOT BE RELEASED UNTIL THE TWO YEAR GUARANTEE EXPIRES AND THE FINAL INSPECTION IS MADE.
5. THE OWNER IS THE RESPONSIBLE FOR CARE AND MAINTENANCE OF ALL PLANTS UPON RETURN OF BONDS. ALL PLANT MATERIAL IS TO BE MAINTAINED FOR THE NATURAL LIFE OF THE PLAN. NO REMOVAL OF ANY PLANT MATERIAL IS PERMITTED WITHOUT REPLACEMENT.

LANDSCAPE CONTRACTOR'S "TWO-YEAR IRRIGATION REQUIREMENT PERIOD"

IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROGRAM AND PERIODICALLY ADJUST THE IRRIGATION SYSTEM (PROVIDED BY OTHERS) AS REQUIRED TO INSURE DELIVERY OF PROPER AND ADEQUATE WATER SUPPLY TO ALL PLANT MATERIALS, AND SEEDED LAWN AREAS (SERVICED BY THE IRRIGATION SYSTEM) TO INSURE THE ESTABLISHMENT OF HEALTHY PLANT MATERIALS AND LAWNS FOR THEIR FIRST YEAR OF GROWTH. FOLLOWING THE LANDSCAPE CONTRACTOR'S "TWO-YEAR IRRIGATION REQUIREMENT PERIOD", THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A SUGGESTED "IRRIGATION MAINTENANCE SCHEDULE" FOR THEIR USE.

LAWN SEED MIX:

- 30% PERENNIAL RYGRASS
 - 20% PARK KENTUCKY BLUEGRASS
 - 45% CREEPING RED FESCUE
 - 5% ANNUAL RYEGRASS
- 4#/1000 S.F. SEEDING RATE



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Developed For:
TROY HOTELS, INC.

24170 SHERWOOD AVE.
CENTER LINE, MI 48015

(248)-255-5946

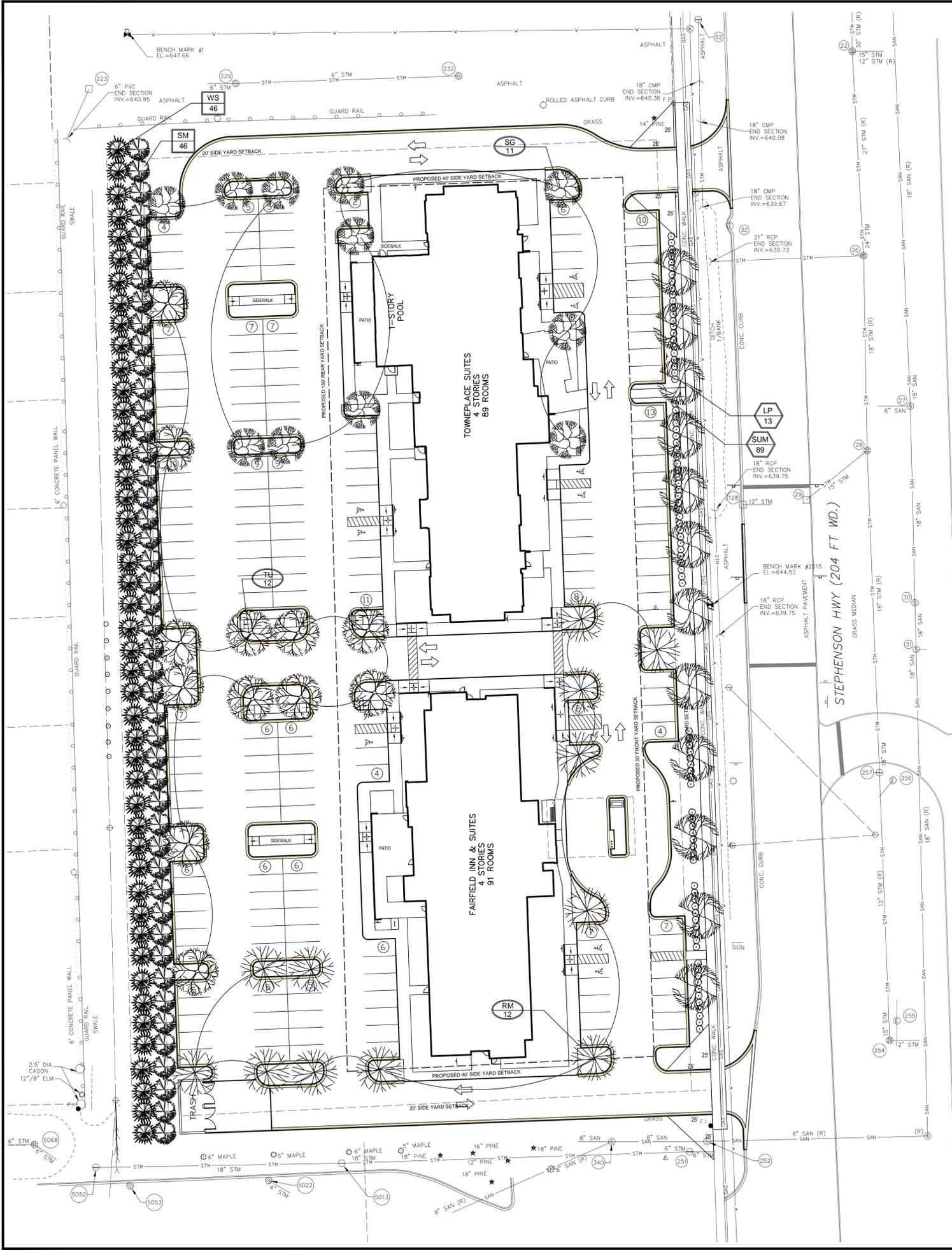
LANDSCAPE PLAN

TROY MARRIOTT HOTELS

CITY OF TROY
OAKLAND COUNTY
MICHIGAN

Date:	05.03.2013
Scale:	1"=30'
Sheet:	06
Project:	18452.00

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Manager:	AW
Designer:	DR
Quality Control:	
Section:	35
	T-2-N R-11-E

Professional Seal



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Developed For:

TROY HOTELS, INC.

24170 SHERWOOD AVE.
CENTER LINE, MI 48015

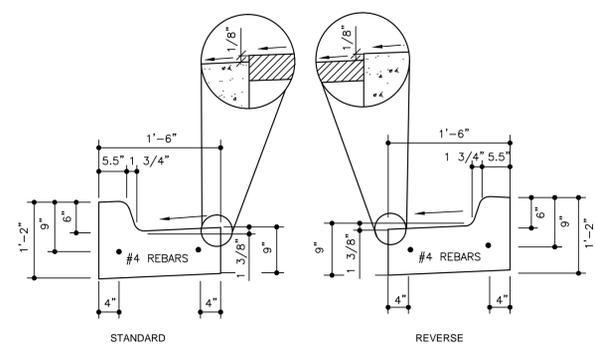
(248)-255-5946

NOTES AND DETAIL SHEET

TROY MARRIOTT HOTELS

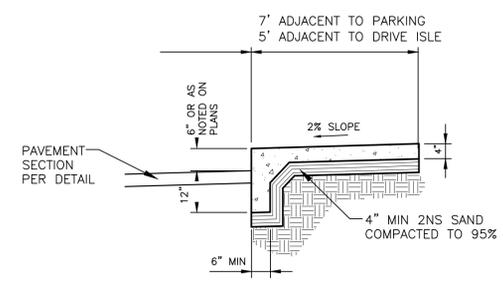
CITY OF TROY
OAKLAND COUNTY
MICHIGAN

Date:	05.03.2013
Scale:	NTS
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Project:	18452.00



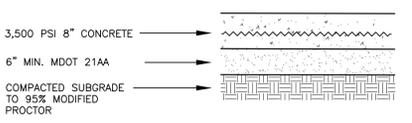
18" CONCRETE CURB & GUTTER
NOT TO SCALE

NOTE:
USE MDOT 35P CONCRETE-TYPICAL ALL C&G.
REFERENCE MDOT DETAIL II-30D TYPE F4.

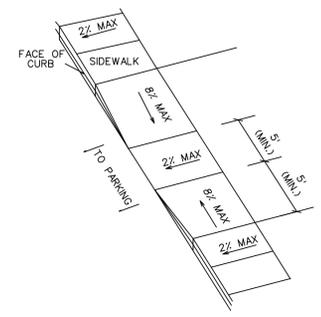


6" INTEGRAL CONCRETE CURB & WALK
NOT TO SCALE

NOTE:
USE 8" CONCRETE WALK IF WITHIN DRIVE APPROACH, INTERSECTION OR CALLED OUT ON PLANS. PLACE 2NS SAND AS REQUIRED TO OBTAIN GRADE AND COMPACT TO 95% MODIFIED PROCTOR.

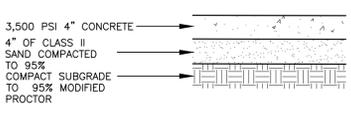


8" REINFORCED CONCRETE SLAB
NOT TO SCALE

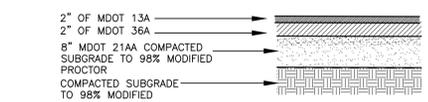


BARRIER FREE RAMP DETAIL (R-28-F, TYPE P)
NOT TO SCALE

NOTE:
ALL BARRIER FREE RAMPS TO BE 6" THICK CONCRETE

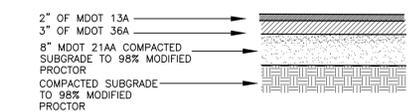


4" CONCRETE SIDEWALK
NOT TO SCALE



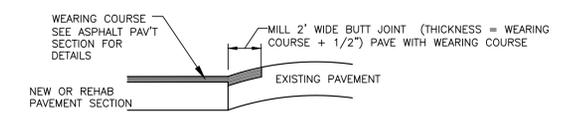
STANDARD DUTY ASPHALT PAVEMENT SECTION
NOT TO SCALE

NOTE:
1. IF ANY OF THE EXISTING BASE CANNOT BE UTILIZED, IT SHALL BE REMOVED AND REPLACED WITH MDOT 21AA MATERIAL.
2. THE PLACEMENT OF THE FINAL LIFT OF ASPHALT SHALL BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION HAS BEEN COMPLETED, OR AS DIRECTED BY THE ENGINEER.
3. A BOND COAT OF SS-1H EMISSION SHALL BE APPLIED (AT A RATE OF 0.10 GALLONS/S.Y. BETWEEN THE LEVELING AND WEARING COURSE WHEN 48 HOURS HAVE ELAPSED BETWEEN PLACEMENT.



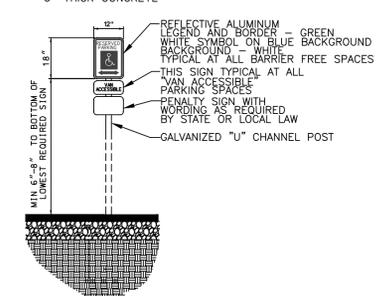
HEAVY DUTY ASPHALT PAVEMENT SECTION
NOT TO SCALE

NOTE:
1. IF ANY OF THE EXISTING BASE CANNOT BE UTILIZED, IT SHALL BE REMOVED AND REPLACED WITH MDOT 21AA MATERIAL.
2. THE PLACEMENT OF THE FINAL LIFT OF ASPHALT SHALL BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION HAS BEEN COMPLETED, OR AS DIRECTED BY THE ENGINEER.
3. A BOND COAT OF SS-1H EMISSION SHALL BE APPLIED (AT A RATE OF 0.10 GALLONS/S.Y. BETWEEN THE LEVELING AND WEARING COURSE WHEN 48 HOURS HAVE ELAPSED BETWEEN PLACEMENT.



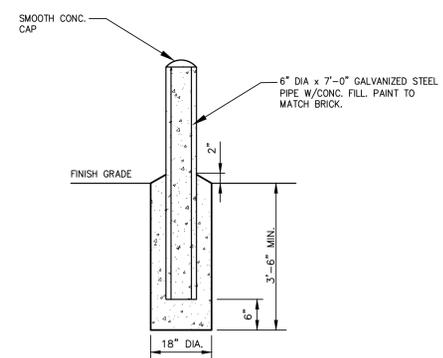
BUTT JOINT
NOT TO SCALE

NOTE:
ALL BARRIER FREE RAMPS TO BE 6" THICK CONCRETE



BARRIER FREE PARKING SIGN IN GREENBELT

(DETAIL ALSO TO BE FOLLOWED FOR ALL OTHER TRAFFIC CONTROL SIGNAGE)
ONE AT EACH BARRIER FREE SPACE.
WHERE BARRIER FREE SPACES FACE EACH OTHER WITHOUT WALKWAY, THERE SHALL BE ONE POST WITH SIGNS MOUNTED BOTH SIDES



BOLLARD DETAIL
NOT TO SCALE

NOTES:
SEE PLAN FOR LOCATIONS



TOWNPLACE SUITES/FAIRFIELD INN & SUITES

TROY SITE LED LIGHTING VALUES AT GRADE

PREPARED FOR: GIFFELS/WEBSTER

GASSER BUSH ASSOCIATES

Designer
LAK/JAB

Date
SEPT 25 2013

Scale
AS NOTED

Drawing No.
#13-17400-V5-LED

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
LA	4	LITHONIA #DSX0 LED 40C 1000 50K T3M MVOLT HS (SINGLE - 15' MTD HTG)	DSX0 LED WITH (2) 20 LED LIGHT ENGINE, TYPE T3M OPTIC, 5000K, @ 1000mA WITH HOUSE SIDE SHIELD	LED	DSX0 LED 40C 1000 50K T3M MVOLT HS.ies	Absolute	0.94	138	
LB	1	LITHONIA #DSX0 LED 40C 1000 50K T3M MVOLT HS (SINGLE - 15' MTD HTG)	DSX0 LED WITH (2) 20 LED LIGHT ENGINE, TYPE T3M OPTIC, 5000K, @ 1000mA	LED	DSX0 LED 40C 1000 50K T3M MVOLT.ies	Absolute	0.94	138	
LB2	6	LITHONIA #DSX0 LED 40C 1000 50K T3M MVOLT HS (SINGLE - 15' MTD HTG)	DSX0 LED WITH (2) 20 LED LIGHT ENGINE, TYPE T3M OPTIC, 5000K, @ 1000mA	LED	DSX0 LED 40C 1000 50K T3M MVOLT.ies	Absolute	0.94	276	
LC	21	LITHONIA #DSX0 LED 40C 1000 50K T3M MVOLT HS (SINGLE - 15' MTD HTG)	DSX0 LED WITH (2) 20 LED LIGHT ENGINE, TYPE T3M OPTIC, 5000K, @ 1000mA WITH HOUSE SIDE SHIELD	LED	DSX0 LED 40C 1000 50K T3M MVOLT HS.ies	Absolute	0.94	138	

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING & DRIVE AREAS - VALUES AT GRADE	✕	3.1 fc	10.3 fc	0.7 fc	14.7:1	4.4:1
SITE VALUES	+	1.6 fc	10.3 fc	0.0 fc	N / A	N / A

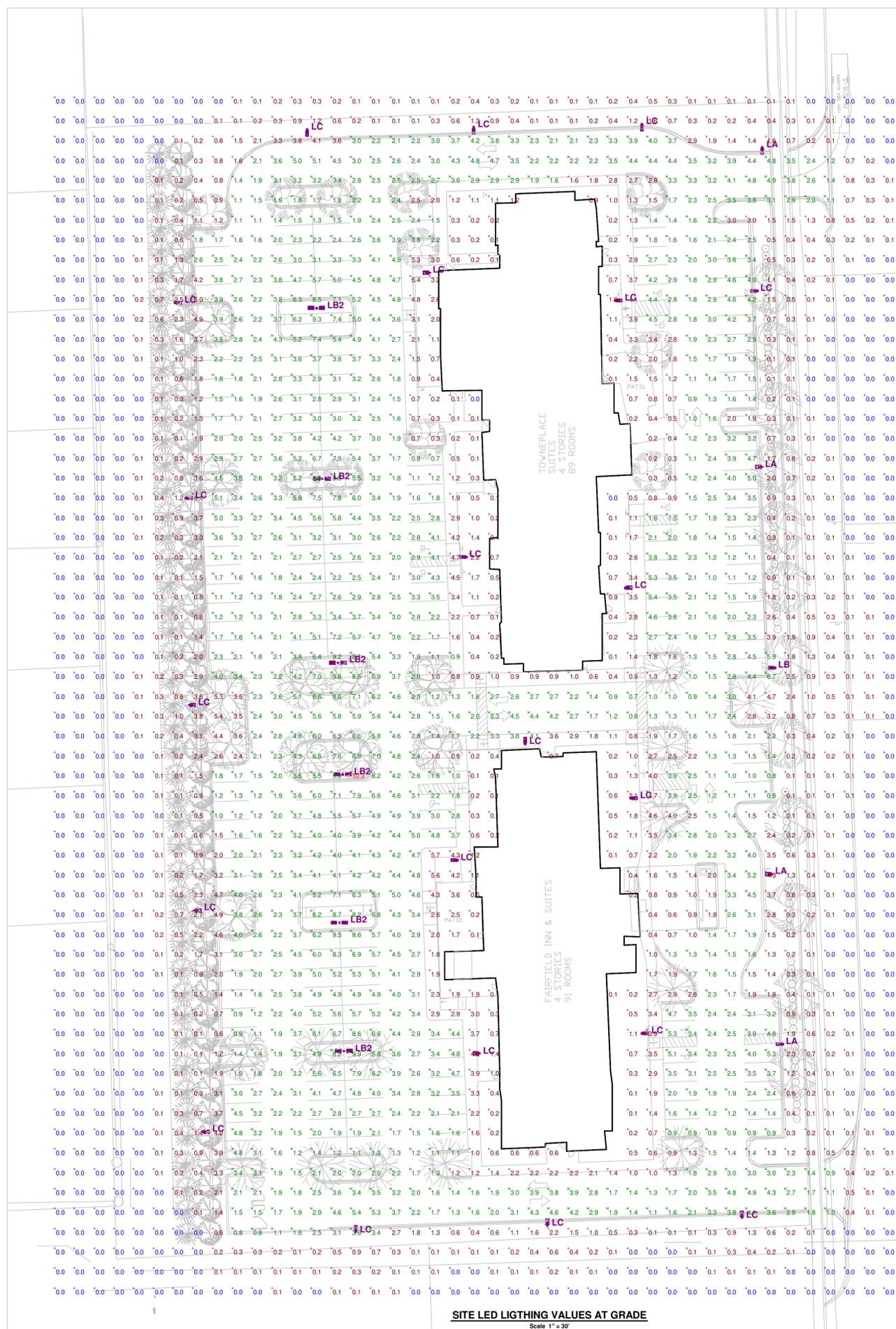
LUMINAIRE LOCATIONS						
No.	Label	X	Y	MH	Orientation	Tilt
1	LC	295.4	468.4	15.0	-90.0	0.0
2	LB2	72.2	459.7	15.0	90.0	0.0
3	LB2	86.1	85.3	15.0	90.0	0.0
4	LB2	83.1	281.0	15.0	90.0	0.0
5	LB2	75.2	373.6	15.0	90.0	0.0
6	LB	304.4	278.5	15.0	-90.0	0.0
7	LA	303.0	174.5	15.0	-90.0	0.0
8	LA	308.4	88.9	15.0	-90.0	0.0
9	LC	287.6	1.3	15.0	0.0	0.0
10	LC	151.7	550.7	15.0	180.0	0.0
11	LC	177.9	239.9	15.0	0.0	0.0
12	LB2	83.8	150.0	15.0	90.0	0.0
13	LA	297.9	540.6	15.0	180.0	0.0
14	LC	189.2	-2.7	15.0	0.0	0.0
15	LA	298.0	379.6	15.0	-90.0	0.0
16	LC	129.6	477.5	15.0	-90.0	0.0
17	LC	228.6	318.7	15.0	90.0	0.0
18	LC	223.5	463.5	15.0	90.0	0.0
19	LC	148.2	334.2	15.0	270.0	0.0
20	LC	231.2	212.7	15.0	90.0	0.0
21	LC	237.0	94.2	15.0	90.0	0.0
22	LC	143.7	181.6	15.0	270.0	0.0
23	LC	155.0	84.1	15.0	270.0	0.0
24	LC	14.6	44.6	15.0	90.0	0.0
25	LC	10.4	156.2	15.0	90.0	0.0
26	LC	7.6	259.6	15.0	90.0	0.0
27	LC	5.9	363.9	15.0	90.0	0.0
28	LC	0.7	462.3	15.0	90.0	0.0
29	LC	236.9	552.3	15.0	180.0	0.0
30	LB2	85.5	224.8	15.0	90.0	0.0
31	LC	67.4	549.7	15.0	180.0	0.0
32	LC	92.1	-5.9	15.0	0.0	0.0

NOTES

- SEE MH COLUMN OF LUMINAIRE LOCATIONS FOR MOUNTING HEIGHTS.
- SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTORS.
- CALCULATIONS ARE SHOWN IN FOOTCANDLES AT GRADE SURFACE.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.



SITE LED LIGHTING VALUES AT GRADE
Scale 1" = 30'



**Victor Saroki
& Associates
ARCHITECTS PC**

430 N. Old Woodward
Birmingham, MI 48009

p. 248.258.5707
f. 248.258.5515

VictorSaroki.com

Project:
Troy-Stephenson Hotels
Fairfield Inn & Suites
Stephenson Highway
Troy, Michigan

Date:	Issued For:
06-10-2013	CONDITIONAL REZONING
09-18-2013	CONDITIONAL REZONING

Sheet No.:

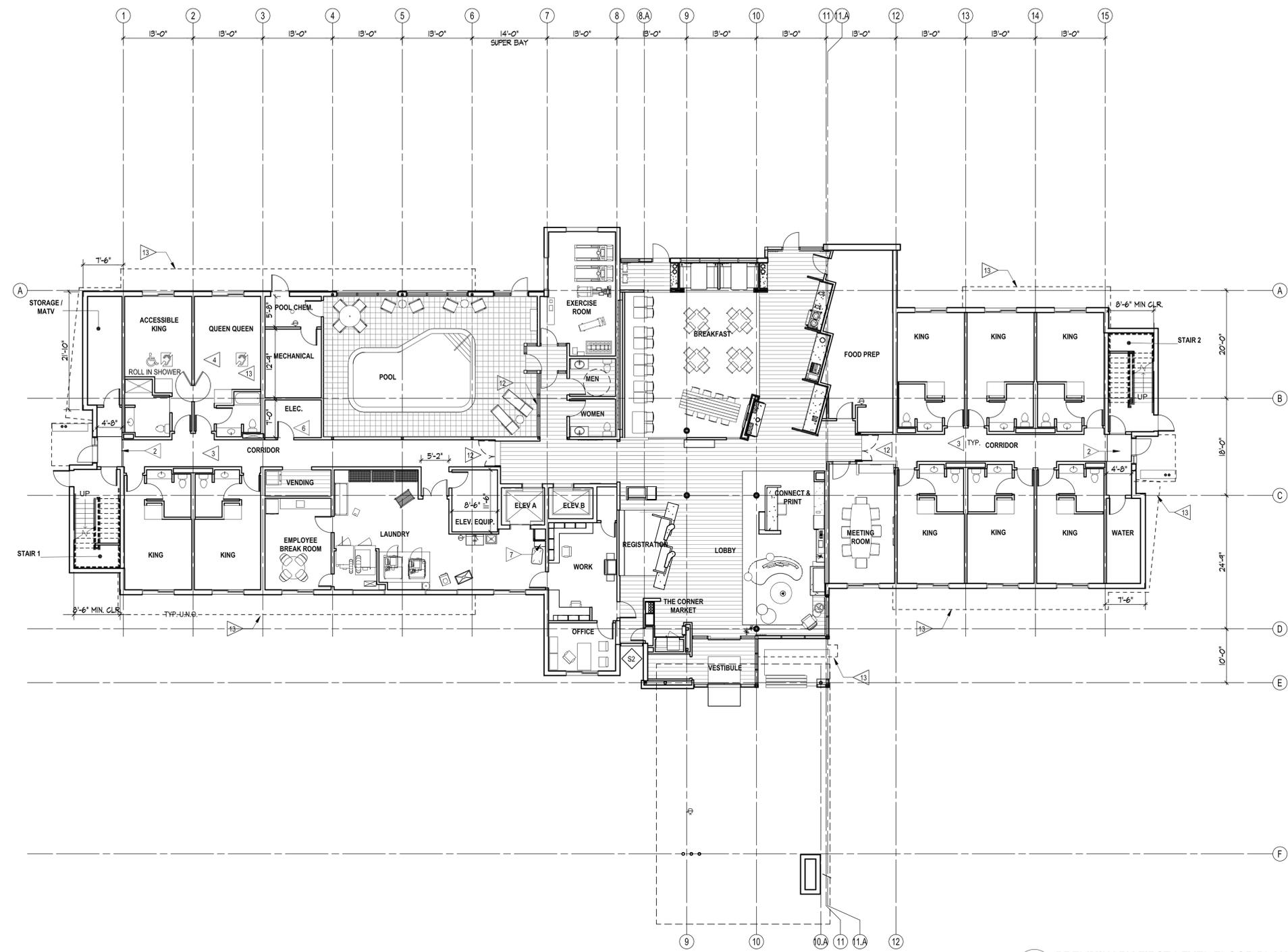
A000(FIS)

PRELIMINARY
RENDERING

A
B
C
D
E
F
G
H

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

A
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1 PRELIMINARY FIRST LEVEL FLOOR PLAN
3/32" = 1'-0"

REFERENCE NOTES

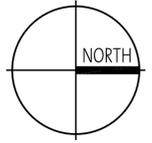
- A. SEE COVER SHEET FOR INFORMATION REGARDING THE INTENT AND LIMITATIONS OF THE DESIGN GUIDELINE DRAWINGS.
- B. THE DESIGN GUIDELINE DRAWINGS ARE BASED ON REQUIREMENTS SET OUT ON SHEETS 8020. COORDINATE CHANGES TO REQUIREMENTS WITH GUIDELINE DRAWINGS.
- C. SEE SHEETS 004-008 FOR TYPICAL PARTITIONS TYPES AND PARTITION DIAGRAMS WHERE NOT INDICATED ON ENLARGED PLANS.
- D. SEE 400 SERIES DRAWINGS FOR ENLARGED PUBLIC SPACE PLANS AND DETAILS.
- E. SEE SHEETS 420-430 FOR UNIT PLANS AND DETAILS.
- F. SEE SHEET 440 FOR EXIT STAIR PLANS AND ELEVATIONS.
- G. SEE 600 SERIES DRAWINGS FOR DOOR AND WINDOW TYPES.
- H. DIMENSIONING BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN. ALL DIMENSIONS ARE TO FINISH FACE OF PARTITION, U.N.O.
- I. GRID DIMENSIONS BASED ON MAINTAINING 12'-6" MIN. CLEAR INSIDE IN GUESTROOMS USING 6" PARTITION. ADJUST GRID DIMENSION AS REQ'D TO MAINTAIN 12'-6" CLEAR IN GUESTROOMS.
- J. WATER CLOSET WASTE LINES TO BE LOCATED IN WALL CHASE, NOT IN EXTERIOR WALLS.
- K. ACCESSIBLE GUESTROOMS SHOWN FOR TYPICAL CONFIGURATION ONLY. SEE 8020 FOR ADDITIONAL NOTES ON NUMBER, LOCATION & DISTRIBUTION OF ROOMS.
- L. FOR INTERIOR POOL, THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL APPLICABLE CODES ASSOCIATED WITH THE CONSTRUCTION TECHNIQUE AND VENTILATION OF THE POOL AREA AND THE ADJACENT POOL EQUIPMENT ROOM.
- M. BEARING WALL FRAMING AT EXTERIOR WALLS AND CORRIDOR WALLS SHALL BE 2X6. ALL OTHER FRAMING TO BE 2X4 UNLESS NOTED OTHERWISE.
- N. INSTALL CONTINUOUS 2X BLOCKING IN ALL STUD WALLS @ 4'-0" O.C. VERTICAL (MAX).
- O. PROVIDE SUMP & WATER PROOFING IN ELEVATOR PIT(S).
- P. LOCATE FLOOR CLEAN-OUTS IN INCONSPICUOUS LOCATIONS, AND NOT IN GUESTROOMS. FLOOR CLEAN-OUTS LOCATED IN CARPET AREAS TO BE FITTED WITH CARPET INSERTS. ALL CLEAN-OUTS TO BE FLUSH TO FLOORS / WALLS.

CRITERIA NOTES

- 1 COORDINATE BAY WIDTH W/ ELEVATOR SHAFT. PROVIDE 4'-0" MIN. CLEAR AT VENDING ON FLOORS ABOVE (SEE TYP. FLOOR PLAN). COORDINATE CENTER TO CENTER ON BAY TO MAINTAIN REQ'D - 12' - 6" CLEAR @ GUESTROOMS.
- 2 RECESSED WALK OFF MATT W/ FRAME. SEE 3/B110 FOR DETAILS.
- 3 TYPICAL GUESTROOM DOORS. STAGGER ENTRANCES TO CREATE RELIEF ALONG CORRIDOR.
- 4 TYPICAL DOOR FOR ACCESSIBLE GUESTROOMS. CONNECTING DOOR REQUIRED @ ACCESSIBLE ROOMS. (NOT REQUIRED @ ACCESSIBLE SUITES).
- 5 COORDINATE SIZE OF MECHANICAL ROOM W/ EQUIPMENT & REQUIRED CLEARANCES.
- 6 COORDINATE SIZE OF ELECTRICAL ROOM W/ ELECTRICAL EQUIPMENT @ REQUIRED CLEARANCES. ALLOCATE ADDITIONAL SPACE IN ENGINEERS OFFICE OR STORAGE & TELECOM ROOMS WHERE NEEDED.
- 7 SELF CLOSING, RATED LINEN CHUTE DISCHARGE HATCH W/ FUSIBLE LINK TIED TO FIRE ALARM SYSTEM. PROVIDE CLEAR DOOR SPACE BELOW DISCHARGE AREA. SEE SECTION 14 91 33 IN PROJECT MANUAL FOR ADDITIONAL INFO.
- 8 ENSURE THAT NO GUESTROOM DOORS ARE LOCATED IMMEDIATELY ACROSS ELEVATOR.
- 9 WALK OFF MATT W/ FRAME
- 10 SIDE ENTRY CANOPY ABOVE
- 11 PAINTED STEEL SUPPORT COLUMNS
- 12 INTERIOR GLAZED STOREFRONT. SEE INTERIOR ELEVATIONS & ENLARGED PLANS FOR DETAILS.
- 13 EDGE OF FLOOR ABOVE.

SYMBOL LEGEND

- HEARING IMPAIRED ROOM TYPE
- ACCESSIBLE ROOM TYPE

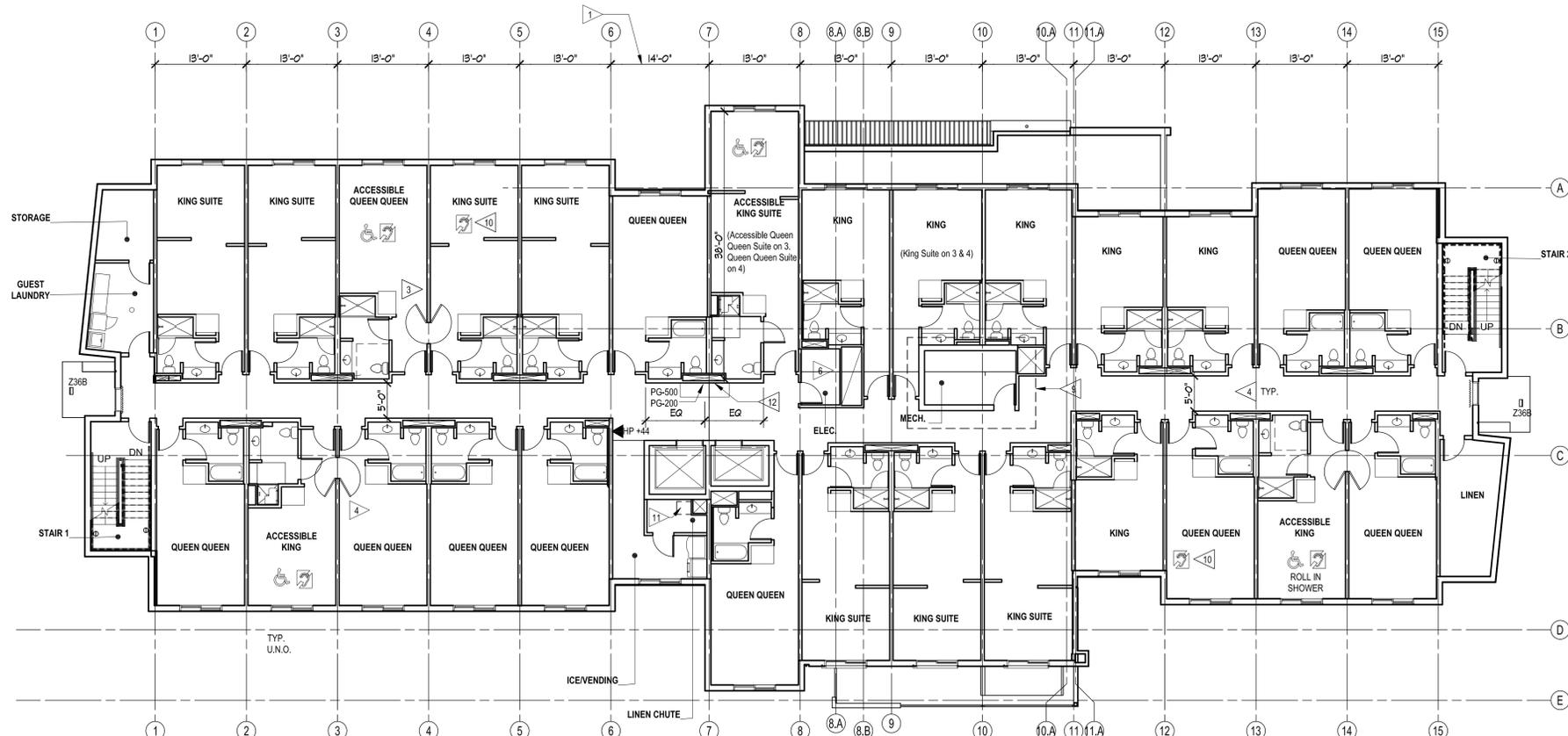


Victor Saroki & Associates ARCHITECTS PC
430 N. Old Woodward
Birmingham, MI 48009
p. 248.258.5707
f. 248.258.5515
VictorSaroki.com

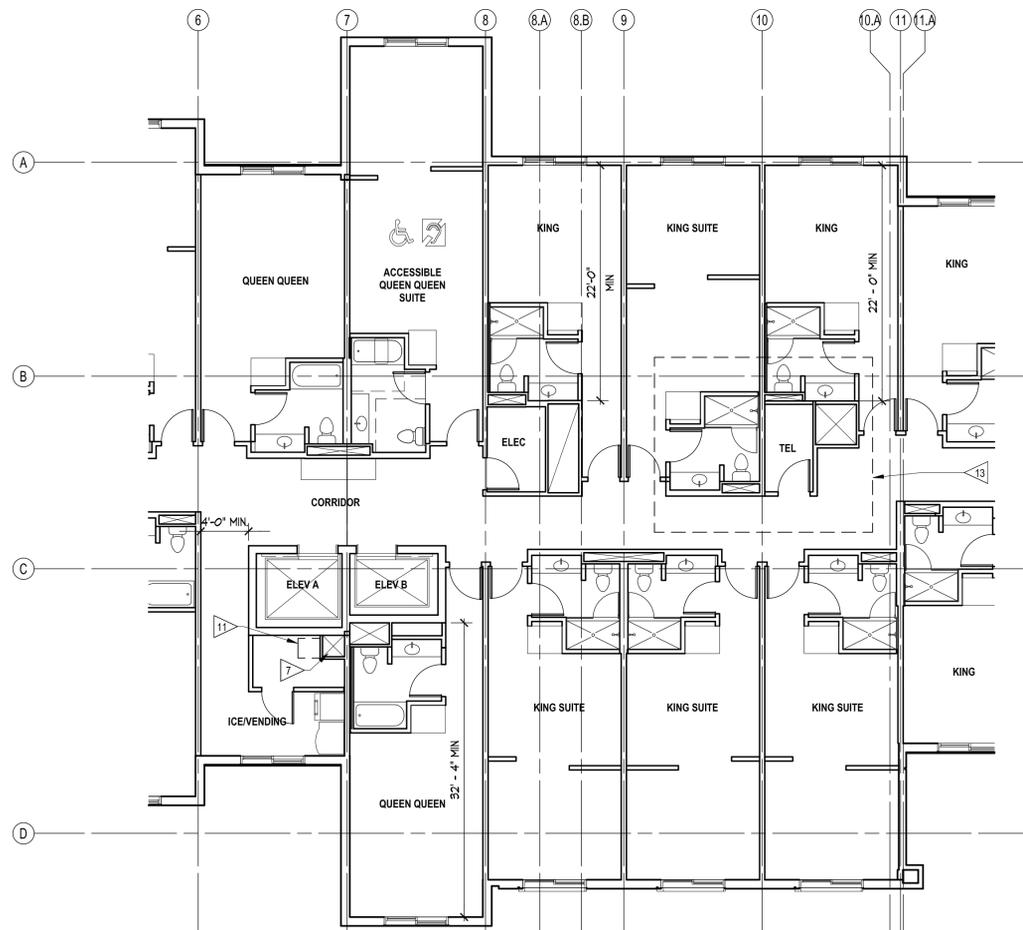
Project:
Troy-Stephenson Hotels
Fairfield Inn & Suites
Stephenson Highway
Troy, Michigan

Date: 06-10-2013 **Issued For:** CONDITIONAL REZONING
09-18-2013 **Issued For:** CONDITIONAL REZONING

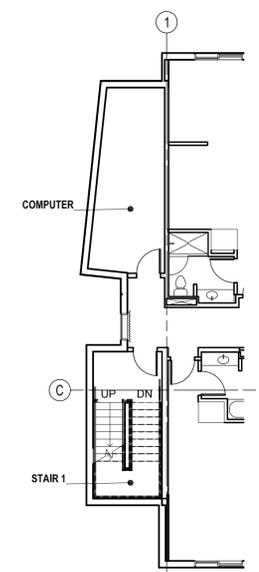
Sheet No.:
A110(FIS)
PRELIMINARY
FIRST LEVEL FLOOR PLAN



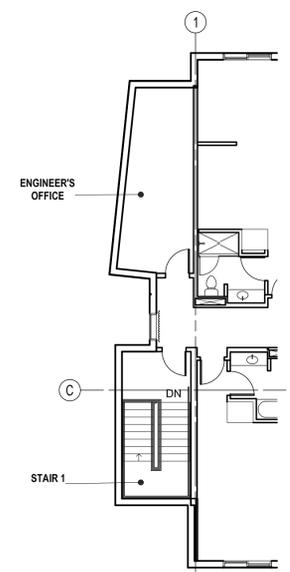
1 PRELIMINARY TYPICAL FLOOR PLAN
3/32" = 1'-0"



2 PRELIMINARY ENLARGED CORRIDOR PLAN
1/8" = 1'-0"



3 PRELIMINARY PARTIAL PLAN 3RD FLOOR
3/32" = 1'-0"



4 PRELIMINARY PARTIAL PLAN 4TH FLOOR
3/32" = 1'-0"

REFERENCE NOTES

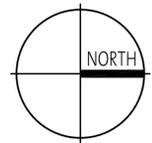
- A. SEE COVER SHEET FOR INFORMATION REGARDING THE INTENT AND LIMITATIONS OF THE DESIGN GUIDELINE DRAWINGS.
- B. THE DESIGN GUIDELINE DRAWINGS ARE BASED CODE REQUIREMENTS SET OUT ON SHEETS B020. COORDINATE CHANGES TO REQUIREMENTS WITH GUIDELINE DRAWINGS.
- C. SEE SHEETS 004-008 FOR TYPICAL PARTITIONS TYPES AND PARTITION DIAGRAMS WHERE NOT INDICATED ON ENLARGED PLANS.
- D. SEE 400 SERIES DRAWINGS FOR ENLARGED PUBLIC SPACE PLANS AND DETAILS.
- E. SEE SHEETS 420-430 FOR UNITE PLANS AND DETAILS.
- F. SEE SHEET 440 FOR EXIT STAIR PLANS AND ELEVATIONS.
- G. SEE 600 SERIES DRAWINGS FOR DOOR AND WINDOW TYPES.
- H. DIMENSIONING BASED ON WOOD FRAME CONSTRUCTION AND WALL ASSEMBLIES SHOWN. ALL DIMENSIONS ARE TO FINISH FACE OF PARTITION, U.N.O.
- I. GRID DIMENSIONS BASED ON MAINTAINING 12'-6" MIN. CLEAR INSIDE IN GUESTROOMS USING 6" PARTITION. ADJUST GRID DIMENSION AS REQ'D TO MAINTAIN 12'-6" CLEAR IN GUESTROOMS.
- J. WATER CLOSET WASTE LINES TO BE LOCATED IN WALL CHASE. NOT IN EXTERIOR WALLS.
- K. ACCESSIBLE GUESTROOMS SHOWN FOR TYPICAL CONFIGURATION ONLY. SEE B020 FOR ADDITIONAL NOTES ON NUMBER, LOCATION & DISTRIBUTION OF ROOMS.
- L. FOR INTERIOR POOL, THE OWNER AND CONTRACTOR ARE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL APPLICABLE CODES ASSOCIATED WITH THE CONSTRUCTION TECHNIQUE AND VENTILATION OF THE POOL AREA AND THE ADJACENT POOL EQUIPMENT ROOM.
- M. BEARING WALL FRAMING AT EXTERIOR WALLS AND CORRIDOR WALLS SHALL BE 2X6. ALL OTHER FRAMING TO BE 2X4 UNLESS NOTED OTHERWISE.
- N. INSTALL CONTINUOUS 2X BLOCKING IN ALL STUD WALLS @ 4'-0" O.C. VERTICAL (MAX.)
- O. PROVIDE SUMP & WATER PROOFING IN ELEVATOR PIT(S).
- P. LOCATE FLOOR CLEAN-OUTS IN INCONSPICUOUS LOCATIONS, AND NOT IN GUESTROOMS. FLOOR CLEAN-OUTS LOCATED IN CARPET AREAS TO BE FITTED WITH CARPET INSERTS. ALL CLEAN-OUTS TO BE FLUSH TO FLOORS / WALLS.

CRITERIA NOTES

- 1. COORDINATE BAY WIDTH W/ ELEVATOR SHAFT. PROVIDE 4'-0" MIN. CLEAR AT VENDING ON FLOORS ABOVE (SEE TYP. FLOOR PLAN). COORDINATE CENTER TO CENTER ON BAY TO MAINTAIN REQ'D - 12'-6" CLEAR @ GUESTROOMS.
- 2. RECESSED WALK OFF MATT W/ FRAME. SEE 3B110 FOR DETAILS.
- 3. TYPICAL DOOR FOR ACCESSIBLE GUESTROOMS. CONNECTING DOOR REQUIRED @ ACCESSIBLE ROOMS. (NOT REQUIRED @ ACCESSIBLE SUITES).
- 4. TYPICAL GUESTROOM DOORS. STAGGER ENTRANCES TO CREATE RELIEF ALONG CORRIDOR.
- 5. COORDINATE SIZE OF MECHANICAL ROOM W/ EQUIPMENT & REQUIRED CLEARANCES.
- 6. COORDINATE SIZE OF ELECTRICAL ROOM W/ ELECTRICAL EQUIPMENT @ REQUIRED CLEARANCES. ALLOCATE ADDITIONAL SPACE IN ENGINEERS OFFICE OR STORAGE & TELECOM ROOMS WHERE NEEDED.
- 7. SELF CLOSING, RATED LINEN CHUTE INTAKE HATCH. SEE SECTION 14 19 33 IN PROJECT MANUAL FOR ADDITIONAL INFORMATION.
- 8. ENSURE THAT NO GUESTROOM DOORS ARE LOCATED IMMEDIATELY ACROSS ELEVATOR.
- 9. MECHANICAL ROOM WITH DUCTING BELOW TO SERVICE PUBLIC SPACE BELOW. MECHANICAL ROOM OCCURS ON SECOND FLOOR ONLY.
- 10. SEE B020 CODE INFORMATION FOR ADDITIONAL REQUIREMENTS ON QTY. & DISPERSAL OF GUESTROOMS W/ COMMUNICATION FEATURES.
- 11. RATED ACCESS DOOR FOR LINEN CHUTES ACCESS.
- 12. LOCATE MIRROR SUCH THAT BOTTOM EDGE OF REFLECTING SURFACE IS ABOVE 40" FROM FINISH FLOOR.
- 13. TELEPHONE ROOM OCCURRING ON THIRD FLOOR AND ABOVE. SEE NOTE 9 ON TYPICAL FLOOR PLAN FOR CONDITION ON SECOND FLOOR.

SYMBOL LEGEND

- HEARING IMPAIRED ROOM TYPE
- ACCESSIBLE ROOM TYPE



Victor Saroki & Associates ARCHITECTS PC
430 N. Old Woodward
Birmingham, MI 48009
p. 248.258.5707
f. 248.258.5515
VictorSaroki.com

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09-18-2013 **CONDITIONAL REZONING**

Sheet No.:
A120(FIS)
PRELIMINARY
TYPICAL LEVEL FLOOR PLANS

REFERENCE NOTES

- A. BUILDING ELEVATIONS ARE APPROXIMATE AND WILL VARY BASED ON STRUCTURAL SYSTEM.
- B. REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS.
- C. REFER TO EXTERIOR FINISH INDEX FOR TYPICAL FINISHES FOR EXTERIOR ELEMENTS SUCH AS TYPICAL LOUVER COLOR, DOOR FRAMES, CANOPY STRUCTURES, ETC.
- D. PROVIDE CONTRACTOR WITH COLOR PRINTS OF ELEVATIONS FOR ADDITIONAL CLARITY.
- E. CONTINUE FINISH TO INSIDE CORNER VERSUS FINISH TRANSITIONS AT OUTSIDE CORNER.

CRITERIA NOTES

- 1 TYPICAL GUESTROOM WINDOW @ GROUND FLOOR
- 2 TYPICAL GUESTROOM WINDOW FOR UPPER FLOOR
- 3 NOT USED
- 4 OPTIONAL "CARTOUCHE" TYPE SIGNAGE ON SIDE OF BUILDING. LOCATE AS APPROPRIATE BASED ON BUILDING ORIENTATION.
- 5 ALTERNATE LOCATION FOR "CARTOUCHE" BUILDING SIGNAGE.
- 6 ALIGN & COORDINATE REVEALS ALONG FACADE OF BUILDING. SEE ENLARGED DETAILS FOR DIMENSIONS.
- 7 CONTINUE REVEALS ALONG EXTENDED EDGE OF BUILDING.
- 8 SIDE ENTRY CANOPY. SEE ENLARGED ELEVATIONS FOR DETAILS.
- 9 OPTIONAL BUILDING SIGNAGE AT REAR OF BUILDING
- 10 LOUVERED SUNSHADE
- 11 PTAC LOUVER INTEGRAL W/ WINDOW FRAME. FINISH TO MATCH WINDOW FRAME
- 12 WINDOW WILL BE FROSTED TO CREATED VISUAL SCREEN TO LAUNDRY ROOM

EXTERIOR FINISH KEY

- EF1 PEARLESCENT ACCENT EIFS FINISH
- EF2 DARK EIFS FINISH COLOR
- EF2a ACCENT EIFS COLOR
- EF2b DARK EIFS FINISH COLOR - TEXTURED
- EF3 STAIR TOWER EIFS COLOR
- EF4 MAIN BUILDING EIFS COLOR
- EF4a ACCENT EIFS COLOR
- ST1 CULTURED STONE
- SP1 EXTERIOR ACCENT FINISH - CEMENT BOARD SIDING - EXTERIOR PLAN (OPTIONAL)



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Birmingham, MI 48009

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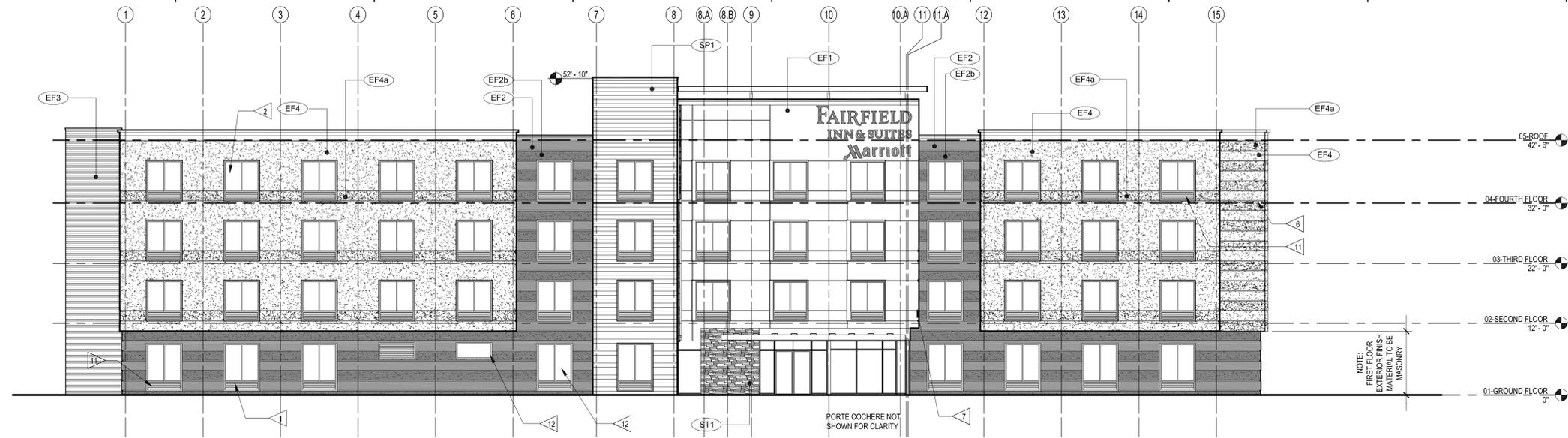
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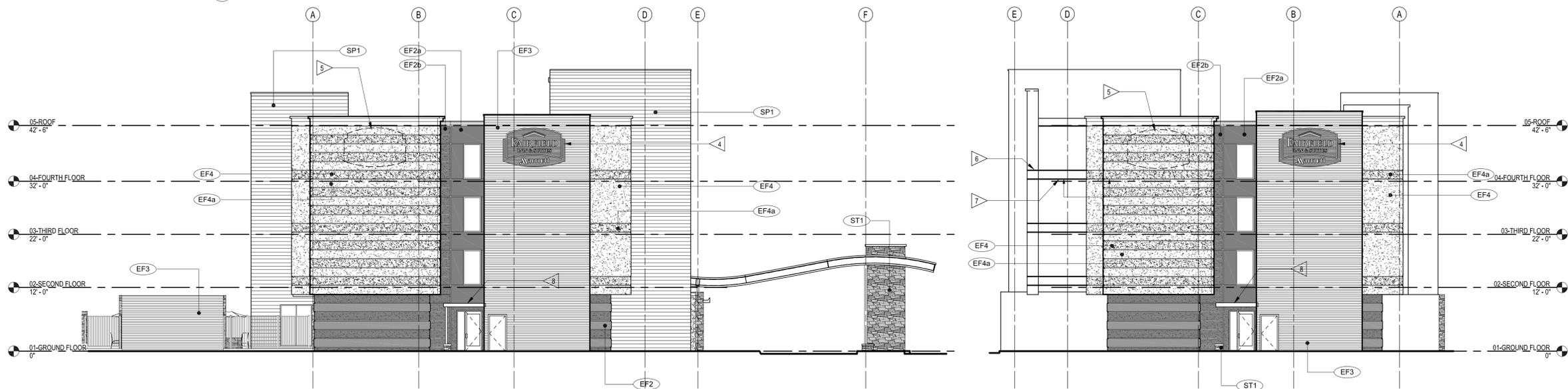
Sheet No.:

A200(FIS)

PRELIMINARY
EXTERIOR ELEVATIONS

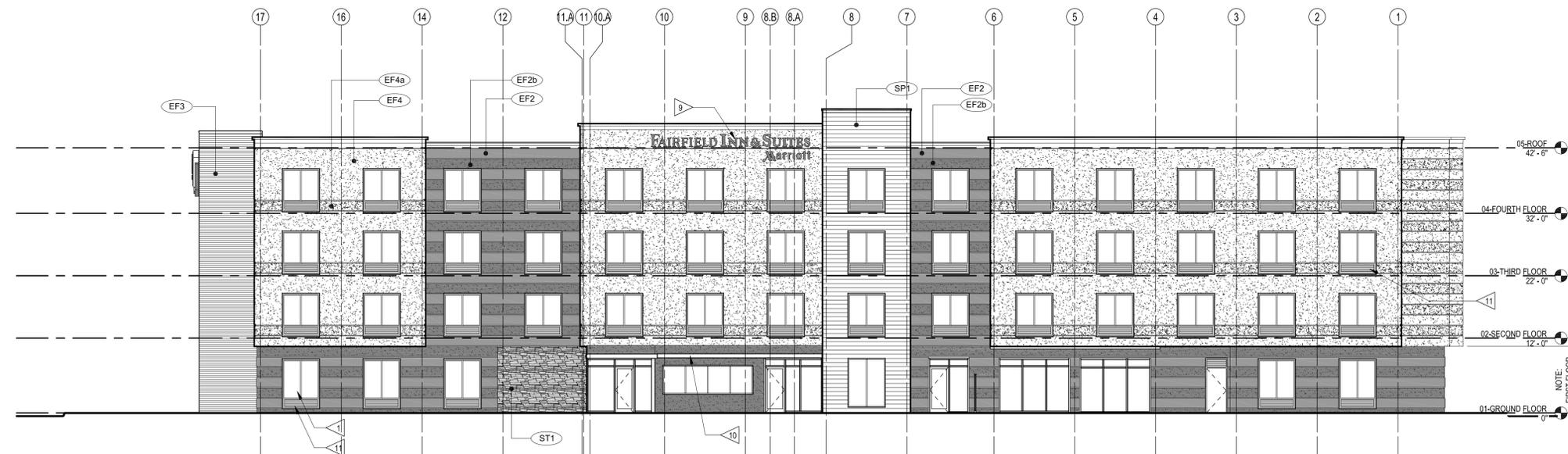


1 PRELIMINARY FRONT (EAST) ELEVATION
3/32" = 1'-0"



2 PRELIMINARY SIDE (SOUTH) ELEVATION
3/32" = 1'-0"

3 PRELIMINARY SIDE (NORTH) ELEVATION
3/32" = 1'-0"



4 PRELIMINARY REAR (WEST) ELEVATION
3/32" = 1'-0"

A
B
C
D
E
F
G
H



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& Associates
ARCHITECTS PC**

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p. 248.258.5707
f. 248.258.5515

VictorSaroki.com

Project:
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Stephenson Highway
Troy, Michigan

Date: Issued For:

08-10-2013 CONDITIONAL REZONING

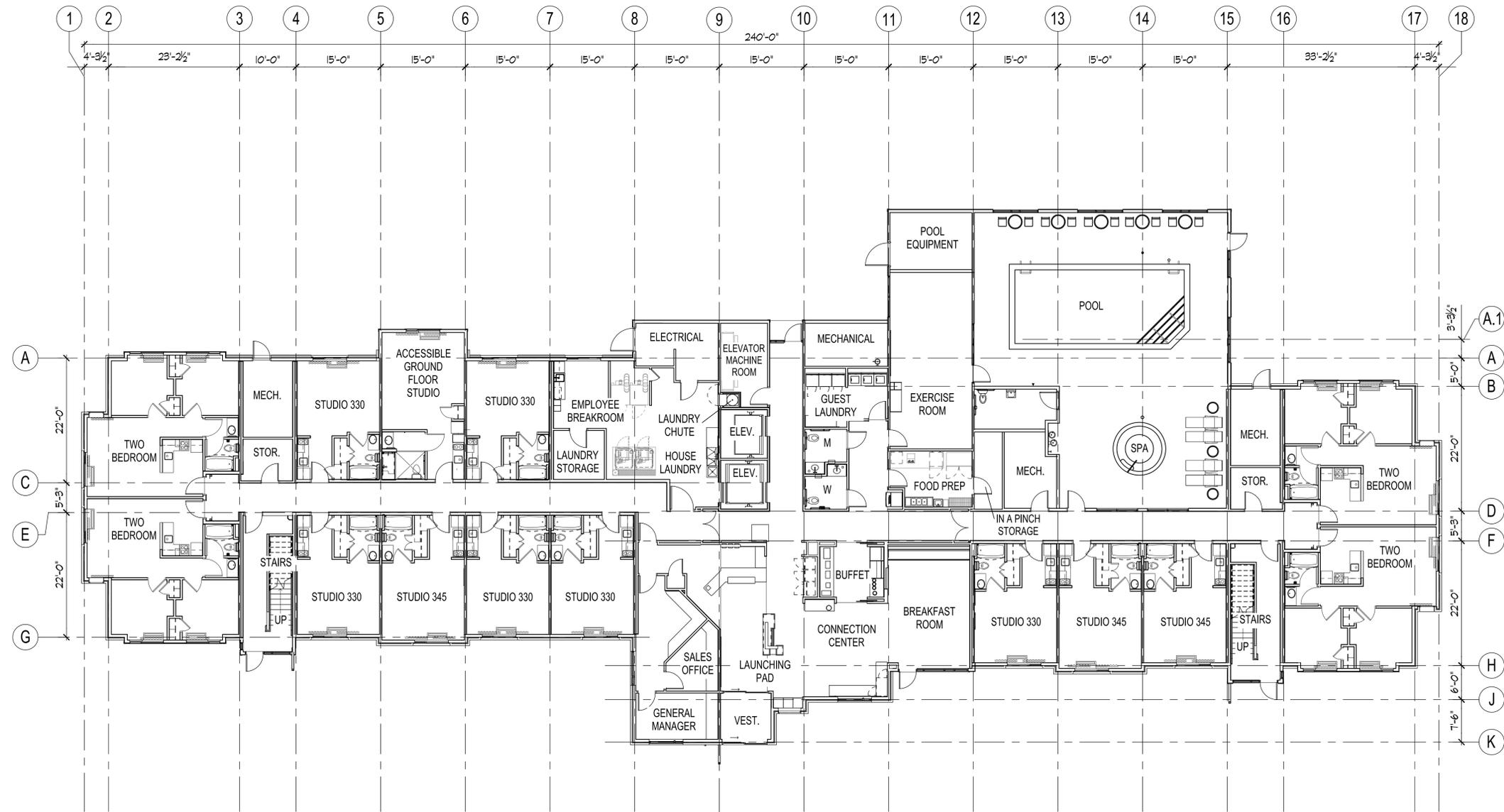
09-18-2013 CONDITIONAL REZONING

Sheet No.:

A000(TPS)

PRELIMINARY
RENDERING

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10



1 PRELIMINARY FIRST LEVEL FLOOR PLAN
3/32" = 1'-0"



Victor Saroki & Associates ARCHITECTS PC
 430 N. Old Woodward
 Birmingham, MI 48009
 p. 248.258.5707
 f. 248.258.5515
 VictorSaroki.com

Project:
 Troy-Stephenson Hotels
 TownePlace Suites
 Stephenson Highway
 Troy, Michigan

Date: Issued For:
 08-10-2013 CONDITIONAL REZONING
 09-18-2013 CONDITIONAL REZONING

Sheet No.:
A110(TPS)
 PRELIMINARY
 FIRST LEVEL FLOOR PLAN

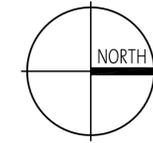


A
B
C
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E
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G
H

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10



1 PRELIMINARY SECOND LEVEL FLOOR PLAN
3/32" = 1'-0"



Victor Saroki & Associates ARCHITECTS PC

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Birmingham, MI 48009

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Project:
Troy-Stephenson Hotels
TownePlace Suites
Stephenson Highway
Troy, Michigan

Date: Issued For:
08-10-2013 CONDITIONAL REZONING
09-18-2013 CONDITIONAL REZONING

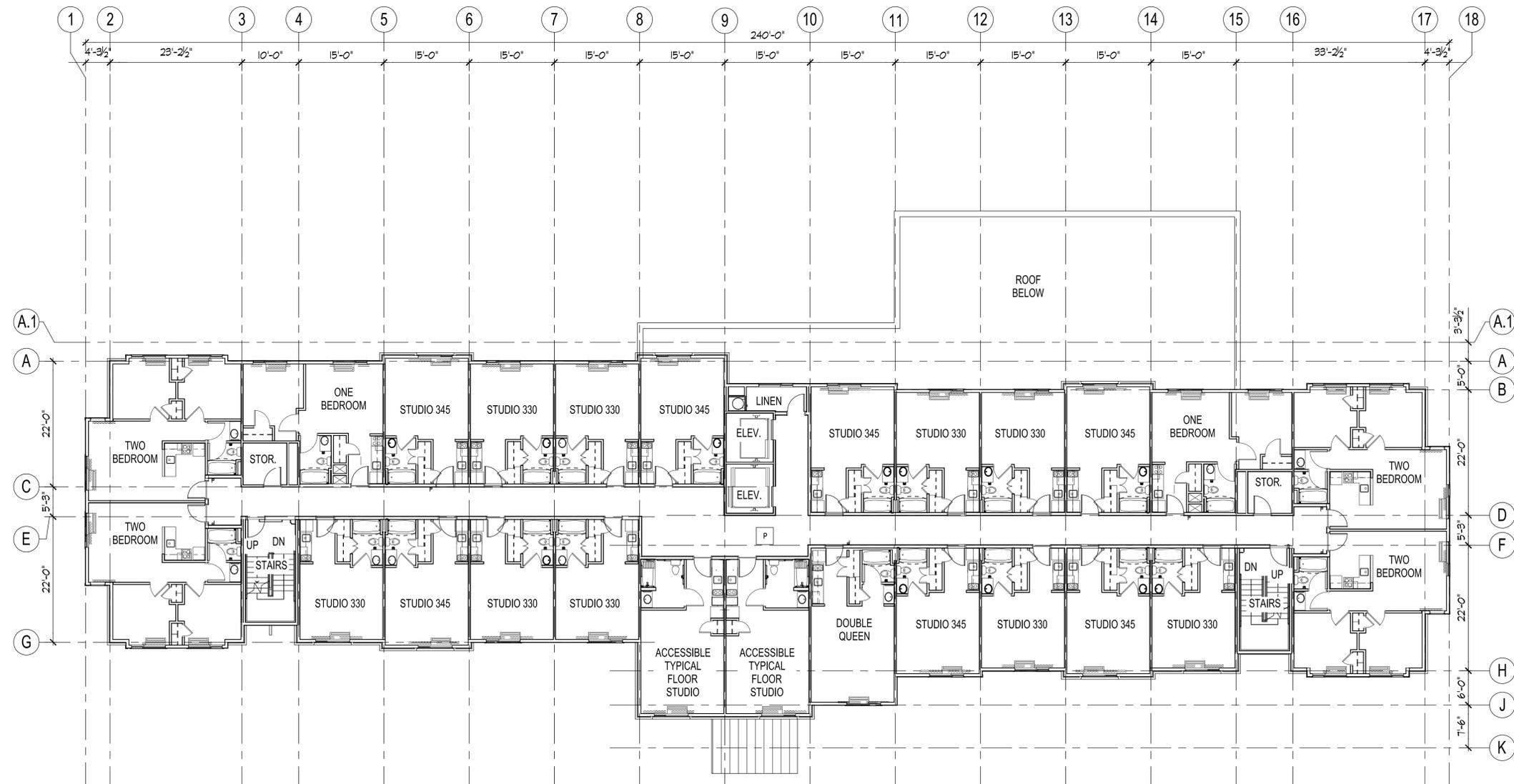
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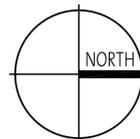
PRELIMINARY
SECOND LEVEL FLOOR PLAN

A
B
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H

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10



1 PRELIMINARY THIRD LEVEL FLOOR PLAN
3/32" = 1'-0"



Victor Saroki & Associates ARCHITECTS PC

430 N. Old Woodward
Birmingham, MI 48009

p. 248.258.5707
f. 248.258.5515

VictorSaroki.com

Project:
Troy-Stephenson Hotels
TownePlace Suites
Stephenson Highway
Troy, Michigan

Date: Issued For:

06-10-2013 CONDITIONAL REZONING

09-18-2013 CONDITIONAL REZONING

Sheet No.:

A130(TPS)

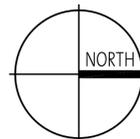
PRELIMINARY
THIRD LEVEL FLOOR PLAN

A
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C
D
E
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G
H

1 2 3 4 5 6 7 8 9 10



1 PRELIMINARY FOURTH LEVEL FLOOR PLAN
3/32" = 1'-0"



Victor Saroki & Associates ARCHITECTS PC

430 N. Old Woodward
Birmingham, MI 48009

p. 248.258.5707
f. 248.258.5515

VictorSaroki.com

Project:
Troy-Stephenson Hotels
TownePlace Suites
Stephenson Highway
Troy, Michigan

Date: Issued For:

06-10-2013 CONDITIONAL REZONING

09-18-2013 CONDITIONAL REZONING

Sheet No.:

A140(TPS)

PRELIMINARY
FOURTH LEVEL FLOOR PLAN

A
B
C
D
E
F
G
H

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10

REFERENCE NOTES

- BUILDING ARE APPROXIMATE AND WILL VARY BASED UPON STRUCTURAL SYSTEM
- REFER TO EXTERIOR FINISH INDEX FOR MATERIALS AND COLORS

CRITERIA NOTES

- LINE CHUTE VENT CAP
- VENT FOR ELEVATOR SHAWTWAY - 3 SF MINIMUM
- FINAL HORIZONTAL LOCATION OF WINDOWS TO BE ADJUSTED FOR BRICK COURSING, NO MORE THAN 6" FROM LOCATIONS SHOWN.
- RAKE GUTTER
- INTERNALLY ILLUMINATED WALL SIGN. VERIFY LOCATION BASED ON SITE CONSTRAINTS AND SIGHT LINES. SIGN TO BE FURNISHED AND INSTALLED BY OTHERS - CONTRACTOR TO PROVIDE POWER TO J-BOX - CONFIRM SIGNAGE REQUIREMENTS WITH LOCAL JURISDICTION
- OPTIONAL END SIGN: REFER TO MARRIOTT SIGN MANUAL (R1W180)

EXTERIOR FINISH INDEX

	S-1	FIBER CEMENT PANEL (P-1)
	S-2	FIBER CEMENT PANEL (P-2)
	S-3	FIBER CEMENT SIDING (P-3) W/ 8" EXPOSURE
	S-4	FIBER CEMENT PANEL ACCENT COLOR (P-4)
	S-5	BRICK
	MT-1	SHEET METAL ROOFING
	R-1	COMPOSITE ROOFING



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430 N. Old Woodward
Birmingham, MI 48009

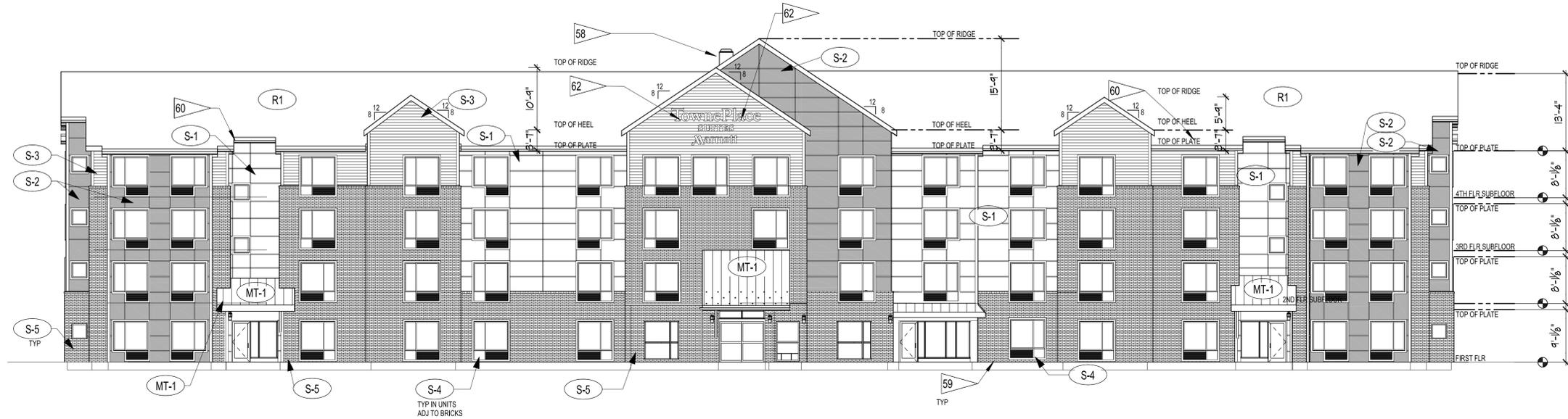
p. 248.258.5707
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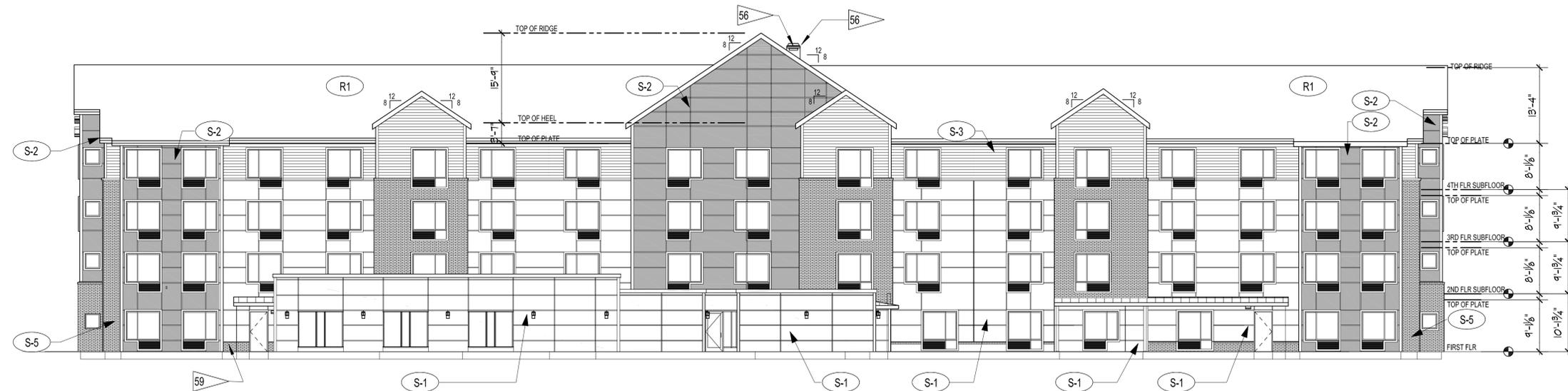
Project:
Troy-Stephenson Hotels
TownePlace Suites
Stephenson Highway
Troy, Michigan

Date: Issued For:
06-10-2013 CONDITIONAL REZONING
09-18-2013 CONDITIONAL REZONING

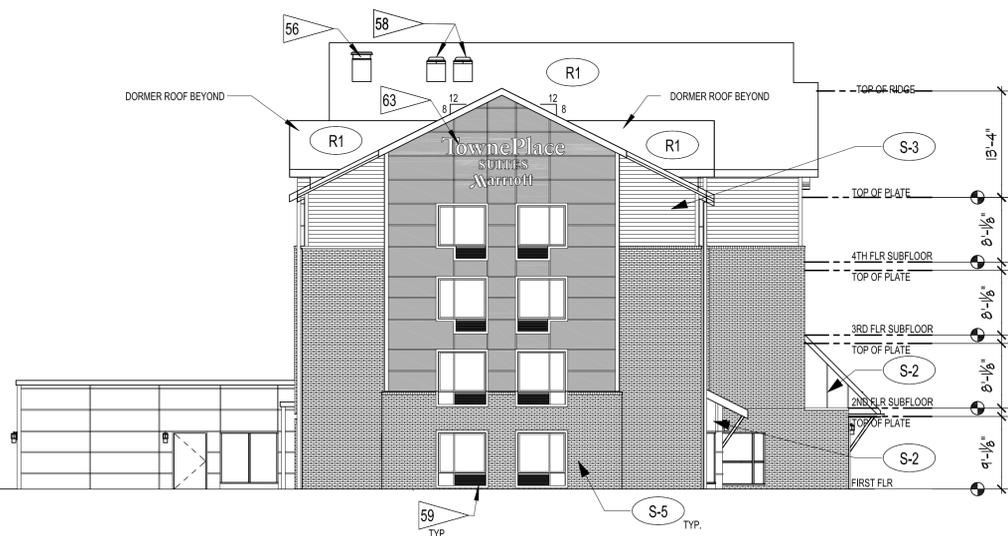
Sheet No.:
A200(TPS)
PRELIMINARY ELEVATIONS



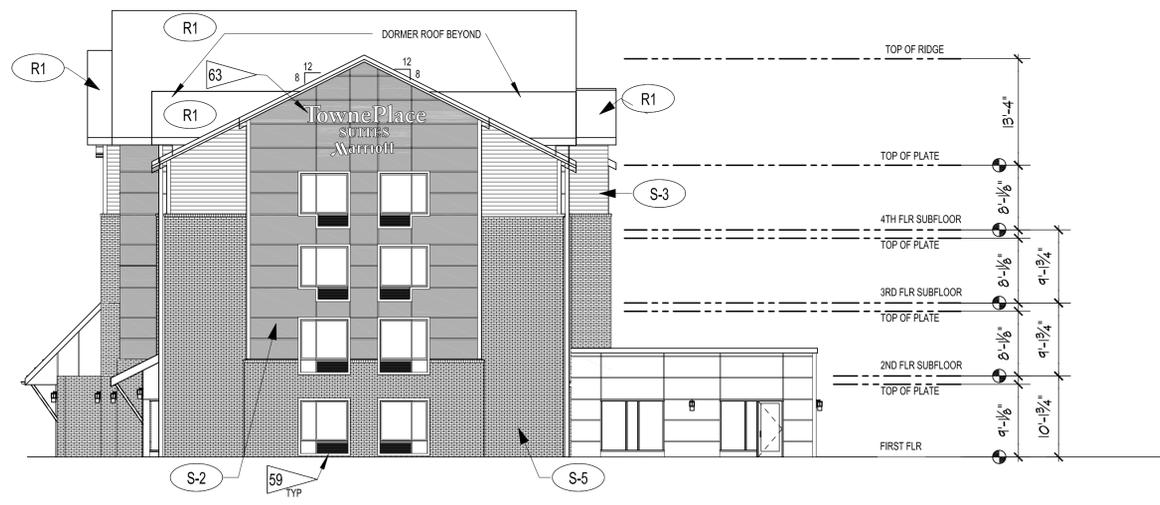
1 PRELIMINARY FRONT (EAST) ELEVATION
3/32" = 1'-0"



2 PRELIMINARY REAR (WEST) ELEVATION
3/32" = 1'-0"



3 PRELIMINARY SIDE (SOUTH) ELEVATION
3/32" = 1'-0"



4 PRELIMINARY SIDE (NORTH) ELEVATION
3/32" = 1'-0"



CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Tim Richnak, Public Works Director
Kurt Bovensiep, Superintendent of Parks, Streets & Drains
R. Brent Savidant, Planning Director

Subject: PURE TROY – Snow and Mowing Maintenance

On July 22, 2013 City Council requested a Study Session to discuss right of way maintenance including mowing and sidewalk snow removal for residential properties with rear or side yards along major thoroughfares. City Council discussed these issues at a September 9, 2013 Study Session. This discussion included a PowerPoint presentation by City Staff.

This memo deals exclusively with the issue of snow removal, for two reasons: (1) The resident complaint that identified this issue focused on snow removal and not grass cutting; (2) City Council discussion focused on snow removal at the September 9 Study Session; and, (3) The winter season is approaching and the snow removal issue should be resolved prior to first snowfall. The issue of right of way mowing can be addressed with City Council at a later date.

The proposed revised language would amend Chapter 34 Sidewalk and Driveway Approaches. Specifically, the revisions would accomplish the following:

1. Residents would have 48 hours following the end of a snow event to clear their sidewalks. Presently, residents must clear their sidewalks within 12 hours following a snow event or by 6:00 PM of the day following if the event ceased during nighttime.
2. Residents would not be required to clear sidewalks of snow until the depth of snow is 3 inches or greater. Presently the requirement is that sidewalks shall be cleared of ice and snow. Residents would still be required to keep the sidewalks clear of ice.
3. Difficult sidewalks would be exempt from the requirements of Section 34. Presently there are no exemptions. Difficult sidewalks are defined as meeting all of the following conditions:
 - a. The lot or premise is used as a single-family or two-family residence; and,
 - b. The lot or premise is addressed on a non-major thoroughfare but has a rear or side yard abutting a major thoroughfare; and,
 - c. The sidewalk is located less than thirty-six (36) inches from the edge of pavement of the major thoroughfare.

The attached Difficult Sidewalks Table and Map show the exempted parcels. Cost to the City for clearing the exempted parcels, based on current contractor rates, would be \$381.87 for snow events between 3" and 6", and \$524.79 for snow events over 6".



CITY COUNCIL AGENDA ITEM

City Attorney's Review as to Form and Legality

Date

Attachments:

1. Draft Revisions to Chapter 34 Sidewalks and Driveway Approaches
2. Difficult Sidewalks Table
3. Difficult Sidewalks Map

G:\Chapter 34\CC Memo_ Chapter 34 2013 11 11.doc

DIFFICULT SIDEWALKS TABLE

ADDRESS	MAJOR ROAD	LINEAR FOOT
988 Bridgetown	Crooks	193
989 Bridgetown	Crooks	173
6228 Crooks	Crooks	205
983 Wesley	Crooks	144
984 Wesley	Crooks	148
985 Bridge Park	Crooks	145
6836 Woodcrest	partial, 57' along Crooks	57
6812 Woodcrest	partial, 36' along Crooks	36
6826 Woodcrest	partial, 105' along Crooks	105
6584 Hilltop	Crooks	137
6326 Denton	Crooks	126
1103 Falcon	Crooks	117
1117 Falcon	Crooks	149
1131 Falcon	Crooks	190
1145 Falcon	Crooks	107
4973 Carlson Park	W Long Lake	147
6004 Elmoor	W Square Lake	120
4089 Renee	Wattles	117
969 Grand Vista	Rochester	170
970 Grand Vista	Rochester	165
991 Barclay	Rochester	149
992 Barclay	Rochester	140
982 Trinway	Rochester	129

TOTAL: 3,169 Linear Feet of Difficult Sidewalks

Note: "Difficult Sidewalks " meet all of the following criteria:

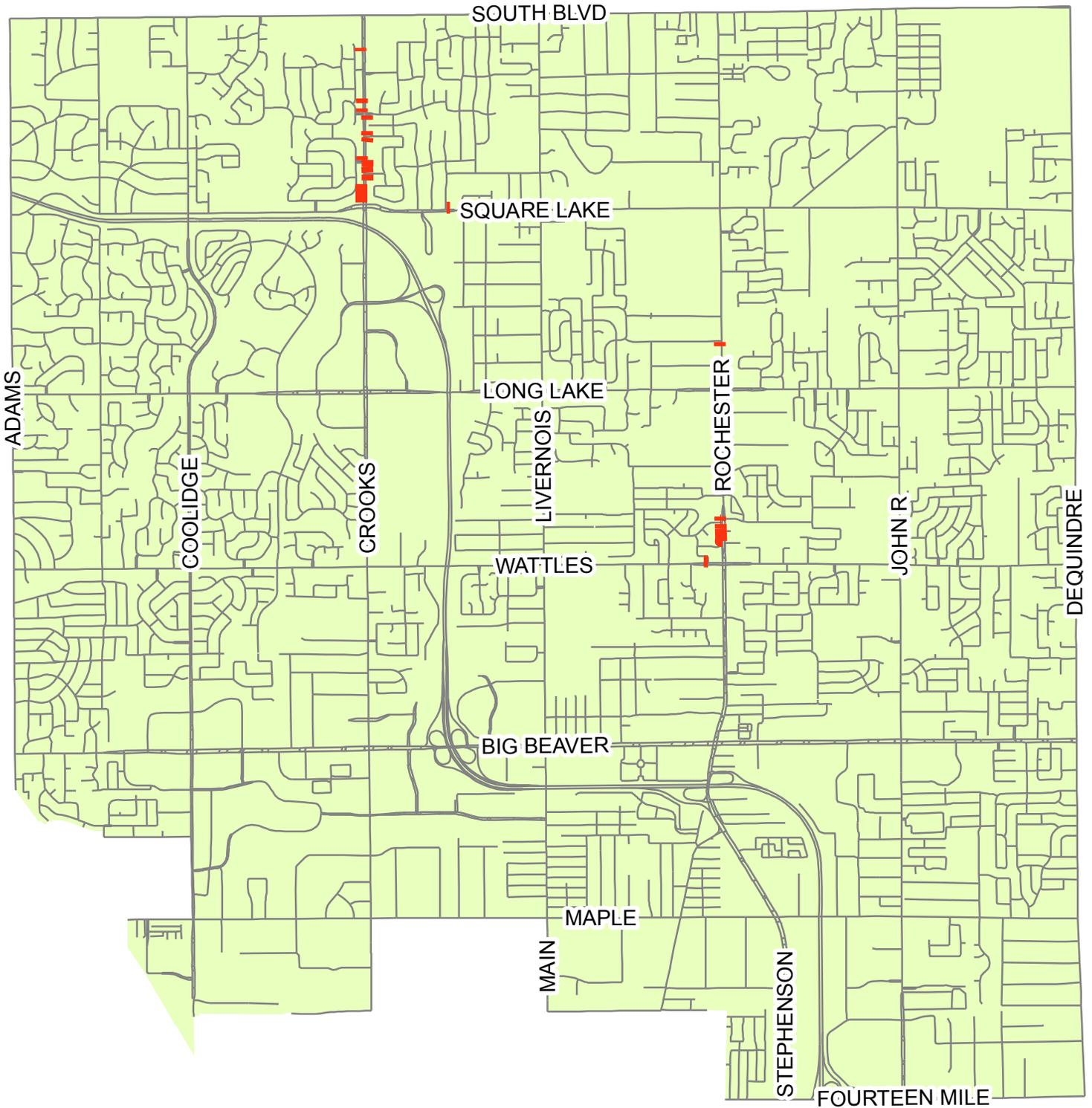
1. The lot or premise is used as a single-family or two-family residence; and,
2. The lot or premise is addressed on a non-major thoroughfare but has a rear or side yard abutting a major thoroughfare; and,
3. The sidewalk is located less than thirty-six (36) inches from the surface of the major thoroughfare.

Current Contract Pricing/Costs

- For snow events of between 3" - 6": \$0.1205 per linear foot (\$381.87 per snow event)
- For snow events over 6": \$0.1656 per linear foot (\$524.79 per snow event)

In Winter 2012-2013, Troy had four (4) snow events when we received 3" or more. Out of these four (4) snow events, one (1) was over 6". Two (2) additional snow events were within tenths of an inch of the 3" mark

Difficult Sidewalks Map



 Rear yard / Sidewalk less than 3' from Road

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 34 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 34 of the Code of the City of Troy.

Section 2. Amendment

Chapter 34 of the Code of the City of Troy is amended to read as follows:

34.01 Definitions

(g) “Major Thoroughfare” means the following street rights-of-way within the City of Troy: Adams Road, Big Beaver Road, Coolidge Highway, Crooks Road, Deguire Road, Fourteen Mile Road, John R Road, Maple Road, Livernois Road, Long Lake Road, Rochester Road, South Boulevard, Square Lake Road, Stephenson Highway, Wattles Road.

34.11 Sidewalks to be Cleared

~~The occupant of every lot or premises adjoining any street, or the owner of such lot or premises, if the same are not occupied, shall clear all ice and snow from sidewalks adjoining such lot or premises within the time herein required. When any snow or ice shall cease to fall during the daylight hours, such snow or ice shall be cleared from the sidewalks within twelve (12) hours after such cessation. When a fall of snow or ice shall have ceased during the nighttime, it shall be cleared from the sidewalks by 6:00 P.M. of the day following.~~

The occupant or owner of every lot or premise adjoining any street, shall keep all sidewalks clear of ice and shall clear sidewalks of all accumulations of snow when the depth of such snow is three (3) inches or greater. Ice or snow shall be cleared within forty-eight (48) hours following the end of the ice or snow event which led to such accumulation.

34.11.01 Sidewalks Exempt From Requirement to Clear

A lot or premise shall be exempt from the requirements of Section 34.11 if all of the following conditions are met:

- (a) The lot or premise is used as a single-family or two-family residence; and,
- (b) The lot or premise is addressed on a non-major thoroughfare but has a rear or side yard abutting a major thoroughfare; and,
- (c) The sidewalk is located less than thirty-six (36) inches from the edge of pavement of the major thoroughfare.

34.12 Failure to Clear

If any occupant or owner ~~neglects or~~ fails to clear ice or snow from the sidewalks adjoining his/her premises within the allotted time period, or shall otherwise permit ice or snow to accumulate on such sidewalk contrary to this Code, the owner shall be responsible for a violation of this Chapter. The Director Superintendent may then cause the same to be cleared and the expense of removal shall become a debt to the City from the occupant or owner of such premises, and shall be collected as any other debt to the City. Written correspondence of such action from the City to said occupant or owner may be provided via first class mail in lieu of notice required by Chapter 1.11 of City Code.

Section 3. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 4. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 5. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on _____, 2013.

Dane Slater, Mayor

Aileen Bittner, City Clerk



CITY COUNCIL AGENDA ITEM

DATE: October 23, 2013
TO: Honorable Mayor and City Council
FROM: Brian M. Kischnick, City Manager
SUBJECT: Approval of the 2013/14 Annual Salary for the City Manager

History

On November 19, 2012 I started as the Troy City Manager. City Council completed my annual performance evaluation in closed session on October 21, 2013.

Over the past year I have concentrated on the following areas: 1) Success Centers; 2) Top 12 Strategies and results; and 3) Focus Centers. The Focus Center identified six areas for concentration:

1. Transit Center.
2. Improve Financial Analysis and study for presentation to City Council.
3. Improve special project study for presentation to City Council.
4. Implement Cross Departmental Success Teams to evaluate operations and opportunities.
5. Identify and facilitate team building and public participation opportunities.
6. Evaluate the Organizational Chart to determine if changes are necessary.

Moving into my second year with the City of Troy, I am looking forward to continuing my participation in Troy's Success Story.

I am requesting the same salary increase provided to Troy's Classified and Exempt employees.

Financial

Classified and Exempt employees received:

- A 1% salary increase effective July 6, 2013.
- A reduction of furlough hours from 104 hours per fiscal year to 52 hours per fiscal year.
- A \$500.00 lump sum payment.

Pastor David Huseltine from Big Beaver United Methodist Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, October 21, 2013, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:34 PM.

B. ROLL CALL:

- Mayor Dane Slater
- Jim Campbell
- Wade Fleming
- Dave Henderson
- Maureen McGinnis
- Ed Pennington
- Doug Tietz

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Presented Proclamation to Celebrate Diwali – The Festival of Lights Presented to Padma Kuppa, Board Member for the Hindu American Foundation; Jagdish Karira, President Elect of the Bharatiya Temple and his Wife, Varsha Karamchandani

C-2 Presentation from the USA Melting Pot Club by Dale Murrish and Weilou Gao

C-3 On Behalf of the City of Troy Employees’ Casual for a Cause Program for the Months of July and August 2013, Community Affairs Director Cindy Stewart Presented a Check in the Amount of \$565 to Shelly Francis, Cystic Fibrosis Foundation Director

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Weir, John	Spoke on Item K-02a.
Neeve, Ronald	Spoke on Item K-02a.
Werpetinski, Jim	Spoke on Items I-03 and I-05.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Downtown Development Authority; b) City Council Appointments – Parks and Recreation Board

a) Mayoral Appointments: Downtown Development Authority

Resolution #2013-10-161
Moved by Slater
Seconded by Fleming

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Term Expires: 9/30/2015

Timothy S. Blair

(In District)

Term currently held by: Vacant (Earle Van Dyke resigned)

Yes: All-7
No: None

MOTION CARRIED

b) City Council Appointments: Parks and Recreation Board

Resolution #2013-10-162
Moved by Fleming
Seconded by Campbell

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Parks and Recreation Board

Appointed by Council
7 Regular Members and 1 Troy School Board Member:
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Term Expires: 9/30/2016

Steve Toth

Term currently held by: Kathleen Fejes

Yes: All-7
No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations –Parks and Recreation Board

a) Mayoral Nominations: None

b) City Council Nominations:

Resolution #2013-10-163
Moved by Fleming
Seconded by McGinnis

RESOLVED, That Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board Member:

Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:

Term Expires: 9/30/2016

Carolyn Noble

Term currently held by: Tod Gazetti

Term Expires: 7/31/2014

David Bluhm

Term currently held by: Aditya Yelamanchi

Yes: All-7
No: None

MOTION CARRIED

I-3 Request to Convene Closed Session – City Manager Evaluation

Resolution #2013-10-164
Moved by McGinnis
Seconded by Pennington

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session pursuant to MCL 15.268(a) - City Manager evaluation.

Yes: All-7
No: None

MOTION CARRIED

**I-4 Winter Maintenance Agreement – Road Commission for Oakland County
(Introduced by: Timothy Richnak, Department of Public Works Director)**

Resolution #2013-10-165
Moved by Fleming
Seconded by McGinnis

RESOLVED, That the 2013-2014 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy for Snow and Ice Control of county roads, which are described and outlined in Exhibit A, is hereby **APPROVED** and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the necessary documents. A copy of this agreement, which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq.), **SHALL BE ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

**I-5 Amendment to Troy City Code Chapter 106, Traffic, Allowing Persons Other Than Certified Police Officers to Write Parking Tickets as Allowed by MCL 257.675d
(Introduced by: Lori Grigg Bluhm, City Attorney)**

Resolution #2013-10-166
Moved by Pennington
Seconded by Campbell

RESOLVED, That Chapter 106, Section 8.10(1) of the City of Troy Ordinances **SHALL BE AMENDED** by adding subsections u, v, w, and x and adding a new Section 8.10A, as recommended by City Administration. A copy of the amendment **SHALL BE ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for Discussion

Resolution #2013-10-167

Moved by Slater

Seconded by McGinnis

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) J-7, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes: All-7

No: None

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2013-10-167-J-2a

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Meeting Minutes-Draft – October 7, 2013
-

J-3 Proposed City of Troy Proclamations:

- a) Proclamation to Celebrate Diwali – Festival of Lights
-

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: State of Michigan – MiDEAL Program – Fleet Vehicles/Equipment**

Resolution #2013-10-167-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) 2014 John Deere 624K loader from *JDE Equipment/AIS Construction Equipment, of Grand Rapids, MI*, through the State of Michigan MiDEAL Program for an estimated total cost of \$205,926.24.

- b) **Standard Purchasing Resolution 4: US Communities Government Purchasing Alliance Program – Empire Today, LLC**

Resolution #2013-10-167-J-4b

WHEREAS, Empire Today, LLC participates in the US Communities Government Purchasing Alliance Program; and

WHEREAS, Empire Today, LLC is a reputable company and has provided quality services and products to the City of Troy;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** a contract for the removal of current carpet squares and the purchase and installation of new carpet squares for the Community Center in rooms 303/304/305 under the US Communities Government Purchasing Alliance Program competitively bid by the City of Seattle, Washington through Contract #0000002865 with *Empire Today, LLC of Belleville, MI* for an estimated total cost of \$14,000.

c) Standard Purchasing Resolution 1: Award to Low Bidder – Tee Shirts – Recreation Department

Resolution #2013-10-167-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for one (1) additional year to provide Tee Shirts for the Recreation Department on an as needed basis to the low total bidder, *Express Press of Springfield, MO* for an estimated total annual cost of \$45,435.72 at unit prices contained in the bid tabulation opened September 7, 2013; with all expenses not to exceed budgetary limitations expiring October 30, 2016; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

d) Standard Purchasing Resolution 3: Exercise Renewal Options – Vending Machine Services

Resolution #2013-10-167-J-4d

WHEREAS, On August 11, 2008, Troy City Council awarded a five (5) year contract to provide for the installation, operation and management of on-site vending machine services for various City of Troy facilities to the best value bidder, *Vendtek/Satellite Company of Wixom, MI*, effective August 31, 2008 through August 31, 2013, with the option to renew annually for up to five (5) years (Resolution #2008-08-254-F-4a); and

WHEREAS, *Vendtek/Satellite Company* has offered to renew their contract annually for up to five (5) years under the same commission rate structure, and terms and conditions as the 2008 contract;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DETERMINES** it to be in the City's best interest to renew the contract annually for up to five (5) years upon mutual consent of both parties with *Vendtek/Satellite of Wixom, MI*, for vending machine services, under the same pricing, terms and conditions as originally bid in 2008 to expire August 31, 2018.

e) Standard Purchasing Resolution 1: Low Bidders Meeting Specifications - Ice Melt Compound

Resolution #2013-10-167-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** a contract for one (1) year requirements with an option to renew for two (2) additional years upon successful performance to provide Sidewalk Ice Melting Compound Three-Way Blend (Proposal A) to the low bidder meeting specifications *Washington Elevator Co., Inc of Washington, Michigan*, and to provide Screened Rock Salt (Proposal B) to the low bidder meeting specifications; *John Deere Landscapes of Madison Heights, Michigan* to be purchased on as needed basis, not to exceed budgetary limitations at prices contained in the bid tabulation opened October 10, 2013; a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring October 31, 2016.

f) Standard Purchasing Resolution 3: Casualty and Property Insurance – Two (2) Year Renewal with Michigan Municipal Risk Management Authority (MMRMA) for 2013-2014 and 2014-2015

Resolution #2013-10-167-J-4f

WHEREAS, On September 12, 2011, City Council authorized a two year extension of the agreement for the City's casualty and property insurance coverage with the Michigan Municipal Risk Management Authority (MMRMA), Resolution #2011-04-085-J-5; and

WHEREAS, The MMRMA has proposed a renewal of the agreement for the City's casualty and property insurance coverage, starting November 2013-2014 and extending to November 2015; and

WHEREAS, The City's contribution cost for coverage for the 2013-2014 year is \$378,313; and is guaranteed not to increase more than 7% for the subsequent 2014-2015 year; and

WHEREAS, City Administration recommends approval of the two-year renewal is in the best interest of the City, and that pursuing a competitive bid process at this time is not in the City's best interest or required under Charter or ordinance for this professional service, and is not likely to produce a more beneficial contract for the City;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council **AGREES** to extend the Agreement with the Michigan Municipal Risk Management Authority, as presented in the attached MMRMA proposal for casualty and property insurance coverage, and **AUTHORIZES** payment in an amount not to exceed \$378,313 for 2013-2014, and an amount not to exceed \$404,795 for the subsequent 2014-2015 year and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with MMRMA.

J-5 On-Line Credit Card Processing

Resolution #2013-10-167-J-5

WHEREAS, City Management and City Council are working together to streamline efficiencies and improve customer services provided to residents and those doing business in the City of Troy; and

WHEREAS, On-line credit card services for the City of Troy has long been requested by residents and business owners; and

WHEREAS, City Management has extensively explored possible avenues that would allow on-line services including the Oakland County E-commerce/Online Payment Service which was not found to be the most effective nor efficient platform for the City of Troy by both Oakland County and the City of Troy; and

WHEREAS, Point & Pay/BS&A is a Troy based company, meets all of the criteria and offers competitive pricing;

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to enter into contract with *Point & Pay/BS&A* for online payment processing.

J-6 Sole Source – Lifeguard and CPR Supplies for the Troy Family Aquatic Center and Troy Community Center

Resolution #2013-10-167-J-6

WHEREAS, The American Red Cross is the sole known provider of Red Cross training supplies in Michigan; and

WHEREAS, The American Red Cross has been providing training supplies for Lifeguard, CPR, and Youth Swim Lesson programs and classes at the Troy Family Aquatic Center and Troy Community Center since 2005;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the City of Troy to purchase American Red Cross training supplies for the Troy Family Aquatic Center, Troy Community Center, and Troy Recreation staff from the sole known provider in Michigan, the *American Red Cross* on an annual as needed basis at an estimated annual cost of \$18,000.00, to commence January 1, 2014, expiring December 31, 2017.

J-8 Private Agreement – Contract for Installation of Municipal Improvements – MJR Troy Grand Cinemas 16 – Project No. 13.917.3

Resolution #2013-10-167-J-8

RESOLVED, That the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and MJR Group L.L.C., is hereby **APPROVED** for the installation of water main, storm sewer, sanitary sewer, paving, sidewalks, soil erosion and landscaping, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Bid Waiver – Pelco Camera System and Access Control Expansion – Police Department

Resolution #2013-10-168
Moved by Slater
Seconded by Pennington

WHEREAS, The Police Department upgraded its video security camera system to the Pelco Endura enterprise camera system, anticipating a city wide expansion and has been utilizing the maintenance services of SimplexGrinnel since 2005 {CC 2005-12-557-F10} with the original access control system being installed during the Police and Fire building renovation and addition project;

WHEREAS, Due to the complexity of the system and the knowledge that is required and necessary for the total ongoing integration of the integrated security management system, an *ongoing* proprietary service agreement with SimplexGrinnel of Farmington Hills to provide materials and labor to maintain the Integrated Security Management System was approved by City Council February 16, 2009; {CC# 2009-02-047-F-04d};

NOW, THEREFORE, BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and **AUTHORIZES** the City of Troy to utilize the ongoing contract with *SimplexGrinnel of Farmington Hills, MI*, an authorized licensed installer in Michigan, to purchase and install the Pelco Endura and access control equipment so as to upgrade the current Integrated Security Management System at an estimated cost of \$197,000.00, as detailed in the **ATTACHED** quotations dated 9/18/2013.

Yes: All-7
 No: None

MOTION CARRIED

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) Announcement of Public Hearing (November 11, 2013) – File Number PUD 10-A – Proposed Revision to Concept Development Plan and Preliminary Development Plan, Northeast Corner of Big Beaver and Kilmer (3088 Kilmer), Section 22, Currently Zoned PUD (Planned Unit Development #10) District
- b) Announcement of Public Hearing (November 11, 2013) – **CONDITIONAL REZONING APPLICATION** – (File Number CR 009) – Proposed Troy Marriott Hotels, West Side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):

- a) Pure Troy – (Ordinance Amendment for Consideration November 11, 2013)

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Baxi, Manish	Spoke about City’s General Fund balance.
Savage, James	Thanked Council Member McGinnis for her service on City Council.
Cherasaro, Nicholas	Spoke about City’s General Fund balance and thanked Council Member McGinnis for her service on City Council.
Miller, Sandra	Spoke about the Troy Public Library.

Werpetinski, Jim	Thanked Council Member McGinnis for her service on City Council.
McGinnis, Don	Proudly thanked his daughter Council Member McGinnis for her service on City Council.
Brake, Dan	Spoke about the transit facility, the library millage and the November election.
Fair, Daniel	Spoke about the Troy School District bond proposal.
Hodorek, Ellen	Spoke of a unified City Council and thanked Council Member McGinnis for her service on City Council.

M. COUNCIL REFERRALS:

Items Advanced to the City Manager by Individual City Council Members for Placement on the Agenda

M-1 No Council Referrals Advanced

N. COUNCIL COMMENTS:

N-1 No Council Comments Advanced

Mayor Slater expressed thanks and appreciation to Council Member McGinnis for her honorable dedication, professionalism, and friendship during her years on City Council.

City Council Members each took a moment to express their appreciation for Council Member McGinnis' dedicated service on City Council and extended good wishes for her future.

Council Member McGinnis thanked City Council, City staff, the citizens for the opportunity to serve this great City.

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Brownfield Redevelopment Authority-Final – April 16, 2013
 - b) Brownfield Redevelopment Authority-Final – August 27, 2013
 - c) Building Code Board of Appeals-Final – September 4, 2013
 - d) Planning Commission Special/Study-Draft – September 24, 2013
 - e) Planning Commission Special/Study-Final – September 24, 2013
 - f) Building Code Board of Appeals-Draft – October 2, 2013
 - g) Brownfield Redevelopment Authority-Draft – October 15, 2013
- Noted and Filed

O-2 Department Reports:

- a) Troy Public Library FY 2012-2013 Annual Report
- b) Building Department Activity Report – September, 2013
- c) 2013 Third Quarter Litigation Report
- d) SEMCOG Dues

Noted and Filed

O-3 Letters of Appreciation:

- a) Thank You to City Council From Teresa Cherf Regarding New Stop Sign at South Lovington
- b) To Chief William Nelson From Lt. Michael Crum Regarding Use of Fire Department Equipment
- c) To Chief Gary Mayer From Kenneth Nowak Regarding Officer Milt Stansbury
- d) To Chief Gary Mayer From Pastor David Lomasney, Zion Christian Church Regarding Officers Pokley and Jasak
- e) To Chief Gary Mayer From Mark W. Feld, Wheaton, IL Chief of Police Regarding Officers Muhlenbeck and Giordano
- f) To Chief Gary Mayer From Dave Henderson Regarding Officers Stansbury, Dyjewski and Parker

Noted and Filed

O-4 Proposed Proclamations/Resolutions from Other Organizations:

- a) Keeping Asian Carp Out of the Great Lakes

Noted and Filed

O-5 Center Court Tennis, LLC v City of Troy

Noted and Filed

The Meeting **RECESSED** at 9:11 PM.

The Meeting **RECONVENED** at 9:30 PM.

P. STUDY ITEMS:

-
- P-1 No Study Items**

Q. CLOSED SESSION:

-
- Q-1 Closed Session**

R. ADJOURNMENT:

The Meeting **ADJOURNED** at 10:42 PM.

Mayor Dane Slater

M. Aileen Bittner, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: November 4, 2013

To: Brian Kischnick, City Manager

From: Timothy L. Richnak, Public Works Director
MaryBeth Murz, Purchasing Manager
Kurt Bovensiepe, Superintendent Parks, Streets and Drains

Subject: Standard Purchasing Resolution 4: State of Michigan MiDeal Program - 4-Ton Falcon Asphalt Recycler & Hot Box Trailer

History

The Streets and Drains Division is responsible for maintaining the City's major, industrial, and local road surfaces. These surfaces require maintenance to ensure the safety of vehicular traffic. When the pavement surface fails causing pothole(s), the City responds by installing a cold patch material. The Streets Division warms this material in a Hot Box Trailer which ensures better placement and increases the adhesives properties. This particular Hot Box Trailer will also allow the Streets Division to use excess asphalt stock piled at the Department of Public Works Yard to a useable material so as to replace the purchased cold patch. This will reduce the amount of expenditures for the cold patch material.

Purchasing

The Michigan MiDeal Contract prequalifies vendors and equipment through a competitive bid process. Falcon Asphalt Repair Equipment of Midland, MI is one of the awarded low bidders from the State of Michigan and is included in Contract #071B1300079 for its 4-Ton Asphalt Recycler & Hot Box Trailer including various options on the trailer unit as per the attached quote detailing the equipment and options.

Financial

Funds for this piece of equipment are available in the Capital Budget of the Public Works Streets Division.

Recommendation

City management recommends awarding a contract to purchase one (1) 4-Ton Falcon Asphalt Recycler & Hot Box Trailer including various options from *Falcon Asphalt Repair Equipment of Midland, MI*, for an estimated total cost of \$24,402, at prices detailed and contained in the quote #OZ103113-600 as per the Michigan MiDeal Contract #071B1300079.

Options:

Battery Charger Package	\$492
Dual Burner Recycling Package with 24-Hour Timer	\$4,050
Dump Box (12-Volt Electric Over Hydraulic)	\$4,070
Upgrade to Two 5-Position Tool Holders	\$205
Warning Light / STROBE	\$335
Front and Rear Hopper Extensions	\$525
Tire Upgrade to ST235/80 R16	\$650
Hopper Access Step	\$175
Shovel Holders on Rear Unloading Door	\$150

Picture of 4-Ton Dump Box Trailer



Standards For The Falcon Asphalt Recycler & Hot Box:

-Ability to recycle asphalt chunks and millings. Visit Falcon's website at www.falconrme.com for a recycling video.

-A patented heat management system with a burner box combustion chamber constructed of a one-piece, seamless, vacuum formed ceramic fiber that is 1" thick with an insulation rating for temperatures in excess of 2,000 degrees Fahrenheit (required for recycling asphalt millings).

Cross-section of seamless combustion chamber provided.

-Combustion efficiency rating exceeds 90% when tested at 105,000 BTU. Independent, 3rd party test results, on a qualified diesel burner testing facility's letterhead, are provided.



CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Timothy Richnak, Public Works Director
MaryBeth Murz, Purchasing Manager
Kurt Bovensiep, Superintendent of Parks, Streets and Drains

Subject: Standard Purchasing Resolution 3 - Option to Renew – Liquid Calcium Chloride

History

The Streets and Drains Division uses liquid calcium chloride to assist with snow and ice control on city and county roads. The liquid calcium chloride is sprayed directly on road salt to assist the salt in lower temperatures. Liquid calcium chloride is also used on the approximate 4 miles of unimproved roads to assist in dust control.

On December 3, 2012, Troy City Council approved a one (1) year contract to provide liquid calcium chloride with an option to renew for one (1) additional year to the lowest bidder meeting specifications, Great Lakes Chloride, Inc. {Resolution #2012-12-214-J4a}. On December 19, 2012, Great Lakes Chloride, Inc. advised the City that a Certificate of Insurance could not be provided for the annual contract aggregate limit as specified. Since this occurred after City Council award, Great Lakes Chloride was in breach of contract and received notification of default and remedies for reinstatement as potential vendor after three (3) years.

After a review of the bid results to determine the next lowest bidder, it was in the City's best interest to re-award the contract. On January 14, 2013 Troy City Council approved a one-year contract to provide liquid calcium chloride with an option to renew for one (1) additional year to Liquid Calcium Chloride Sales Inc. {Resolution #2013-01-010-J05}.

Purchasing

The City of Troy has determined Liquid Calcium Chloride Sales Inc has successfully provided liquid calcium chloride as specified. Additionally, Liquid Calcium Chloride, Inc. has expressed interest in renewing the current contract for one (1) additional year as per bid specifications and under the same pricing, terms, and conditions.

Financial

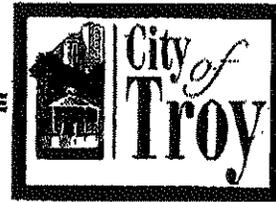
Funds are available through the Public Works operating budgets.

Recommendation

City management and the Public Works Department recommend exercising the option to renew for one (1) additional year to provide liquid calcium chloride to the current contractor, *Liquid Calcium Chloride Sales, Inc. of Kawkawlin, MI*, at unit prices contained in the bid tabulation opened November 21, 2012, to be ordered on an as needed basis, not to exceed budget limitations; with the contract expiring November 30, 2014.

500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow...



...Today

October 28, 2013

Liquid Calcium Chloride Sales Inc
2715 S Huron
Kawkawlin, MI 48631
Fax: 989-684-9953

Dear Mr. Zach Gerard

On January 17, 2013, the City of Troy entered into contract # 2013-00001023 with Liquid Calcium Chloride Sales Inc, to provide one-year requirements of Liquid Calcium Chloride. This contract contained an option to renew for one additional year at the same prices, terms, and conditions as the original contract.

Please fax this letter back indicating if Liquid Calcium Chloride Sales Inc wishes to renew this contract until November 30, 2014. Our fax number is (248) 524-3520. It should be understood that this request to renew the contract is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

If you have any questions please call me at (248) 524-3373.

CHECK ONE:

Liquid Calcium Chloride Sales Inc is interested in renewing the Contract under the same prices, terms, and conditions:

Liquid Calcium Chloride Sales Inc is not interested in renewing the contract:

x Zachary Gerard, V.P.
Signed: Authorized Company Representative

Date: 10/29/2013

Thank you,
Emily Frontera
Department of Public Works, City of Troy



CITY COUNCIL AGENDA ITEM

November 5, 2013

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Gertrude Paraskevin, IT Director

Subject: Standard Purchasing Resolution 4: MITN Purchasing Cooperative – City of Ann Arbor – Premium Laser Compatible Ink and Toner Cartridges

History

On November 8, 2010 Troy City Council approved a two (2) year contract with the option to renew for two (2) additional years to provide laser compatible ink and toner cartridges on an as needed basis to Preferred Toner Solutions, LLC of Canton, MI; {Resolution #2010-11-247-J-4a}.

The City spends approximately \$25,000.00 per year on toner cartridges in various departments City-wide. The City of Troy is very satisfied with the cartridge performance as specified, and is also very satisfied with the service provided by Preferred Toner Solutions, LLC. Due to contract expiration a new bid process is required.

Purchasing

On August 9, 2013, the City of Ann Arbor obtained bids for premium laser compatible ink and toner cartridges (ITB-4296) via the Michigan Intergovernmental Trade Network (MITN) website of which the City of Troy is a member. The bid stated that the cartridges could not be refurbished or refilled. Additionally, all inner components had to be new. No reused parts were allowed except for the outer hard shell of the cartridges. The City of Ann Arbor reviewed the specifications for the cartridges bid by each company. After careful review it was determined that Preferred Toner Solutions, LLC was the lowest bidder meeting specifications and provided the best product and service guarantees.

Additionally, in August 2013, the City of Ann Arbor administratively awarded a two (2) year contract with an option to renew for two (2) additional one (1) year periods to Preferred Toner Solutions of Canton, MI to provide premium laser compatible ink and toner cartridges.

Financial

Funds for these materials are available through the 2013-2014 office supply accounts for each department.

Recommendation

City management recommends awarding a two (2) year contract for the purchase of premium laser compatible ink and toner cartridges on an as needed basis, with an option to renew for two (2) additional one (1) year periods to the lowest bidder meeting specifications, *Preferred Toner Solutions, LLC of Canton, MI*, as a result of a MITN Cooperative award hosted by the City of Ann Arbor; for an estimated annual total cost of \$25,000.00; not to exceed departmental budget limitations at unit prices contained in attached Appendix A; contract to expire in November 30, 2017.

\\G:\Purchasing\Bid Award 10-11 New Format\Award Standard Purchasing Resolution 4 – Toner Cartridges Ann Arbor 2013.doc



CITY COUNCIL AGENDA ITEM

Appendix A
City of Ann Arbor ITB 4296
Preferred Toner Bid Response and Contract Price List

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107



Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered 1, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:319 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 7th DAY OF August, 2013.

PREFERRED TONER SOLUTIONS, LLC

Bidder's Name

2006 Bellingham St.
Canton, MI 48188

Official Address

(734) 751-4180

Telephone Number

William Barber

Authorized Signature of Bidder

William Barber

(Print Name of Signer Above)

SECTION II
SCOPE OF WORK

The City of Ann Arbor is soliciting quotations for the purchase of premium compatible ink and toner cartridges and supplies for a two (2) year period, with an option to renew for two (2) additional 1-year periods. The City of Ann Arbor has numerous locations throughout the City that will be serviced under the contract awarded. The Vendor will be required to deliver its products to each of these locations on an as-needed basis. Cost includes delivery to various City-owned buildings located in Ann Arbor and to various units located at the Ann Arbor Municipal Building.

The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when, in its judgment, best serves the City of Ann Arbor; therefore, it is not necessary that you provide pricing for every item.

Vendor shall provide all new materials in original packaging where applicable.

****THE CITY WILL NOT ACCEPT BIDS FOR
REFURBISHED OR REFILLED CARTRIDGES****

Vendor shall indicate on the Bid Form a minimum order amount, if any, and service charge for any order below the minimum, if applicable.

Prices shall be stated in units of quantity specified in the Bid Document. In case of a discrepancy in computing the amounts of the quotation, or other mathematical error, the unit price quotation will govern.

It is recommended, but not required, that the Vendor be able to provide the City with a number of computer-generated reports by service area unit, individual location and by the City as a total as applicable.

It is recommended, but not required, that the Vendor designate an individual to support the supply system and provide a primary interface between the City and the Vendor.

All vendors shall include with their bid, a list of at least three (3) current references to whom comparable items have been sold. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of your bid as non-responsive.

Warranty/Guarantee

All warranties by manufacturer shall apply. Proposer shall, as part of its bid, **furnish its warranty/guarantee** for all goods to be furnished hereunder. Proposer shall be

obligated to replace all defects in material, which are discovered or exist during the warranty period; all transportation shall be at Proposer's expense.

Subcontractors and Assignment of Agreement and other Contractors

No contract may be sublet without the written consent of the City of Ann Arbor. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The contractor shall be fully liable for all acts or omissions. The Vendor shall not assign the Agreement or any part thereof without the written consent of the City. The City reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Vendor shall coordinate his/her work with theirs. If any part of the Vendor's work depends on the proper execution of any other contractor, the Vendor shall inspect and promptly report to the City any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other Vendor's work.

SPECIFICATIONS

Manufacturer Warranty information:

Describe your return/warranty policy: *Every PrecisePrint compatible cartridge is fully guaranteed and backed with a 100% no-questions-asked replacement policy. All defective cartridges will be immediately replaced at no charge.*

Acknowledge and agree that the City will not be assessed restocking or any other form of return charges for items. WB (initial here). Comments (if any):

Describe your policy in the event that a defective cartridge causes needed repairs or cleaning of a printer:

In the unlikely event that a defective cartridge necessitates the cleaning or repair of a printer, we will dispatch a technician to perform the needed service at no cost to the City.

Do you require a minimum order dollar amount? Yes ___ or No

If yes, what is the minimum order dollar amount: \$ _____

Do you require an "Additional Charge" for orders less than minimum?

Yes ___ or No

If yes, what is the dollar amount of the "Additional Charge?"

\$ _____

Do you publish your own full-line catalog? Yes or No ___

If not, what catalog do you use? _____

What is the catalog discount to the City? 10-30 % (depending on specific item)

Please include one (1) copy of the catalog you are using with your bid – additional copies may be requested at a later date. Yes or No _____

Additional products may be added to or deleted from the list during the contract term at the discretion of the City. For items not specified, provide a percentage (%) discount off manufacturer's list: 10-30 % off list or provide comments:

List the various methods for ordering products (i.e. telephone, fax, e-mail, on-line): ⇒ preferred

Do you offer on-line ordering? Yes or No _____

If yes, provide information on your Internet capability, including availability of on-line pricing. We have a custom web-order site for the City (www.PreferredTonerSolutions.com/a2gov)

How are Material Safety Data Sheets (MSDS) provided to the City? Electronically

What types of computer-generated reports are available to the City and how will they be provided (i.e., via Internet, mailed to City, etc.)? If none, indicate "none."

Electronic reports (via email) are provided at the request of the customer.

What is the time from placing order to on-site delivery?

Next-day delivery when order is received by 3:00 pm. Same-day delivery requests are also accommodated when possible.

All products under this Bid are to be delivered no more than three (3) days after receipt of order. Deliveries will be made between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday.

Describe your method of delivery and guaranteed delivery (example: your truck, common carrier, etc.)

Common carrier (e.g., UPS) or personal vehicle(s)

Note: If delivery is by your truck, the City requires insurance, naming the City of Ann Arbor as Additional Insured.

Cost includes delivery to various City-owned buildings located in Ann Arbor and Service Units located at the Ann Arbor Municipal Building. Acknowledge that the above pricing includes delivery WB (initial here).

Do you offer "desk-top" delivery to various departments located at City of Ann Arbor Building? Yes or No _____ Comments: _____

Does your company accept Purchasing Card transactions? Purchasing Card (P-card) transactions are processed through PayPal. P-cards must have Visa or MasterCard logo in order to be accepted.

**BID SHEET - PRICE PER CARTRIDGE
ITB-4296**

Printer	Cartridge	Low/Std. yield	High-yield
LaserJet 1022N	2000 Q2612A (12A)	44.95	
LaserJet 1300N	4000 Q2613X (13X)		49.95
LaserJet 1320N	6000 Q5949X (49X)		79.95
LaserJet 1505N	2000 CB436A (36A)	49.95	
LaserJet P1606	2100 CE278A (78A)	49.95	
LaserJet P2015	7000 Q7553X (53X)		89.95
LaserJet P2035	8500 CE505A (05A)	64.95	
LaserJet P2050	CE505X (05X)		109.95
LaserJet P2055	CE505X (05X)		109.95
LaserJet 2300	6000 Q2610A (10A)	64.95	
LaserJet CM2320	CC530A (Black)	79.95	
	CC531A (Cyan)	79.95	
	CC532A (Yellow)	79.95	
	CC533A (Magenta)	79.95	
LaserJet 2430	12000 Q6511X (11X)		124.95
LaserJet M2727	7000 Q7553X (53X)		89.95
LaserJet 2840	6000 Q3960A (Black)	54.95	
	Q3961A (Cyan)	54.95	
	Q3962A (Yellow)	54.95	
	Q3963A (Magenta)	54.95	
LaserJet CP3505	Q6470A (Black)	89.95	
	Q7581A (Cyan)		109.95
	Q7582A (Yellow)		109.95
	Q7583A (Magenta)		109.95
LaserJet 3800	Q6470A (Black)	89.95	
	Q7581A (Cyan)		109.95
	Q7582A (Yellow)		109.95
	Q7583A (Magenta)		109.95

LaserJet 4000	C4127X (27X) ^{10,000}		64.95	
LaserJet 4005	CB400A (Black)	119.95		
	CB401A (Cyan)	159.95		
	CB402A (Yellow)	159.95		
	CB403A (Magenta)	159.95		
LaserJet 4050	C4127X (27X) 10,000		64.95	
LaserJet 4100	C8061X (61X) 10,000		64.95	
LaserJet 4200	Q1338A (38A) 12,000	89.95		
LaserJet 4250	Q5942X (42X) 20,000		109.95	
LaserJet 4300	Q1339A (39A)	99.95		
LaserJet 4350	Q5942X (42X)		109.95	
LaserJet 4500	C4191A (Black)	49.95		
	C4192A (Cyan)	49.95		
	C4193A (Magenta)	49.95		
	C4194A (Yellow)	49.95		
LaserJet 4600	C9720A (Black)	104.95		
	C9721A (Cyan)	109.95		
	C9722A (Yellow)	109.95		
	C9723A (Magenta)	109.95		
LaserJet 4700	Q5950A (Black)	119.95		
	Q5951A (Cyan)	159.95		
	Q5952A (Yellow)	159.95		
	Q5953A (Magenta)	159.95		
LaserJet 8000	C3909A (09A)	99.95		
LaserJet M401	CF280X (80X)		104.95	
LaserJet M451	CE410X (Black)		76.95	
	CE411A (Cyan)	79.95		
	CE412A (Yellow)	79.95		
	CE413A (Magenta)	79.95		
LaserJet M601	CE390X (90X)		159.95	
	TOTALS	3358.15	+	2070.95 = 5429.10



CITY COUNCIL AGENDA ITEM

Date: November 4, 2013

To: Brian Kischnick, City Manager

From: Timothy L. Richnak, Public Works Director
MaryBeth Murz, Purchasing Manager
Richard Shepler, Water and Sewer Superintendent

Subject: Standard Purchasing Resolution 4: State of Minnesota Department of Administration Cooperative Purchasing – Sewer and Pipeline Inspection Equipment

History

The Envirosight Rovver X Pipeline Inspection Camera System recommended for purchase is to replace the current Pearpoint Sewer Camera System. The obsolete camera system is approximately 18 years old. The current Camera System is constantly down for repairs waiting on costly and hard to find replacement parts. The truck mounted Rovver X replacement system will be more effective and contains the latest technologies including software that can transfer data to the City's GIS system for report generating and data retrieval.

The sewer camera is used to inspect the inside of sewer mains for cracks, blockages, pipe shifting, grease deposits and sewer back-up prevention for both commercial and residential properties. Data is then downloaded onto the City's GIS system for review. Through the state funding of the SAW Grant, the City will be able to perform this task on a daily basis.

Purchasing

Bell Equipment Company; is the authorized Michigan dealer for Envirosight Camera Sewer System equipment and is the awarded low bidder from the State of Minnesota, Department of Administration Cooperative Purchasing Program as per Contract #70575. The cooperative contract period is through October 31, 2014.

Financial

Funds are available in the Public Works Water and Sewer Division capital account.

Recommendation

City management recommends the authorization to purchase the Envirosight Rovver X Pipeline Inspection Sewer Camera System for the Public Works Department from Bell Equipment Company, of Lake Orion, MI; an authorized Envirosight dealer as per the prices detailed and contained in the attached quotes and as per the State of Minnesota Department of Administration Cooperative Purchasing Program Contract #70575 for an estimated total cost of \$111,763.69.



Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 Fax: 651.297.3996

NOTIFICATION OF CONTRACT AWARD

To: Mr. Dan Gage
 Macqueen Equipment
 595 Aldine St.
 St. Paul, MN 55104

CONTRACT NO: 000000000000000000070575
 (70575)
 RELEASE NO: S-986(5)
 CONTRACT PERIOD: November 1, 2013
 Through October 31, 2014
 EXTENSION OPTION: NONE

You are hereby notified that your response to our solicitation, which opened September 11, 2013, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Sewer and Pipeline Inspection Equipment.

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

1. MACQUEEN EQUIPMENT

The Contractor certifies that the appropriate person(s) have executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Signature

Dan Gage
Printed Name

Title: Px. U.P. Sales

Date: 10-24-13

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: _____

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

**STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

**PRICE CONTRACT
EXHIBIT A**

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response at the prices below.

TERMS: NET 30 DAYS

DELIVERY: 90 DAYS ARO

Make	Model	Type	Base Unit Price
Envirosight	Rover X	Crawler	\$70,625.00
Envirosight	SuperVison SAT	Crawler	\$121,200.00
Jet Scan	Camera System	Jetter	\$13,782.00
Envirosight	Verisight Pro 200	Push	\$10,312.00
Envirosight	Quickview	Pole	\$15,587.00
Envirosight	Trailer	Vehicle Field Office - Trailer	\$32,170.00
Envirosight	Cargo Van	Vehicle Field Office - Cargo Van	\$12,433.00
Envirosight	Cutaway or Step Van	Vehicle Field Office - Cutaway/Step Van	\$16,443.00
Envirosight	Sprinter	Vehicle Field Office - Sprinter Van	\$16,872.00
Envirosight	Outpost	Vehicle Field Office - JD Gator or Pick-up	\$7,769.00

Items on the Price Pages that did not have a firm fixed price or state "Call Dealer" in the price column are not on Contract, and are removed from the Price Schedule.

MAKE AND MODEL

Rovver X

Spec #	Description	Qty	Price	Subtotal
1.0	<p>Base price includes: Rover "X" Basic Truck Mounted System, 6 wheel steerable crawler with inclination/pitch sensors and sonde transmitter, Pendant controller with 8" touch screen viewer, text generation, crawler control, camera control, digital video and still image recording, remote internet based diagnostics and firmware upgrade, full digital output, auto reel with 1000ft of cable, standard wheels: Six 3.33" diameter rubber/ four 4.33" diameter rubber/four 4.33" diameter soft composite grease with grit impregnation/ four 5.31" rubber wheels, RCX90 color pan/tilt/zoom camera, dual lasers and shipping case, Spare windshield, pressurization kit, Lowering tool, Manuals for the system. BASE UNIT PRICE:</p>		\$ 68,444.00	\$ 67,000.00
1.1	<p>Crawler Options Use this section to offer crawler options. Number items starting with 1.11, 1.12, etc. Use as many numbers as you need.</p>			
1.11	Automated Remote Lift Accessory to raise camera		\$ 12,000.00	\$ 12,000.00
1.12	Large Diameter Carriage Accessory (wheel extensions for inspection of large diameter pipe)		\$ 10,000.00	\$ -
1.13	LF2100 receiver locator with hard carrying case and headphones		\$ 2,121.00	\$ -
1.14	512 Hz external sonde transmitter 10-15' detection		\$ 480.00	\$ -
1.15	512 Hz external sonde transmitter 20-30' detection		\$ 917.00	\$ -
1.16	512 Hz external sonde transmitter 40-60' detection		\$ 1,641.00	\$ -
1.20	<p>Wheel Options Use this section to offer wheel options. Number items starting with 1.21, 1.22, etc. Use as many numbers as you need.</p>			
1.21	Large diameter grease wheel (set of 4)		\$ 1,045.00	\$ -
1.22	3.33" diameter small grease wheel (set of 4)		\$ 1,112.00	\$ -
1.23	4.33" diameter medium grease wheel (set of 4)		\$ 1,112.00	\$ -
1.24	3.33" diameter rubber wheel (each)		\$ 252.00	\$ -
1.25	4.33" diameter wide rubber wheel (each)		\$ 252.00	\$ -
1.26	4.33" diameter super aggressive spike wheel (each)		\$ 311.00	\$ 1,244.00 (311x4)
1.27	5.31" diameter large rubber wheel (each)		\$ 250.00	\$ 1,000.00 (250x4)
1.28	Wheel bolt kit		\$ 40.00	\$ -
1.30	<p>Camera Options Use this section to offer camera options. Number items starting with 1.31, 1.32, etc. Use as many numbers as you need.</p>			
1.31	Rovver "X" rear view camera with LED lamps		\$ 3,500.00	\$ -
1.32	DigiSewer side scan camera system for Rovver 125 & 225 crawlers. Includes USB adapter Includes WinCan software module DOES NOT INCLUDE WIN CAN V8 (will require WinCan V8)		\$ 52,000.00	\$ -
1.33	Laser profiler for Rovver system. Includes measurement software, USB unlock software, Maintenance measurement software, RC90 single laser snap-on combo for 6" to 15" pipe. Single head 50mm wide laser head. Battery charger and calibrator. Requires SV145 or 250 Crawler		\$ 22,321.00	\$ -
1.33a	Three Head Laser for 18" 24" pipe		\$ 11,462.00	\$ -
1.33b	Six Head Laser for 18" to 36" pipe		\$ 25,287.00	\$ -
1.33c	Ten Head Laser for 36" to 48" pipe		\$ 38,317.00	\$ -
1.33d	Medium skid for 3-6 laser head		\$ 4,200.00	\$ -
1.33e	Large Skid for 6-10 laser head		\$ 4,500.00	\$ -

Spec #	Description	Qty	Price	Subtotal
1.40	Lighting Options Use this section to offer lighting options. Number items starting with 1.41, 1.42, etc. Use as many numbers as you need.			
1.41	Auxiliary Lamp		\$ 3,000.00	\$ -
1.50	Control Consoles Use this section to offer control console options. Number items starting with 1.51, 1.52, etc. Use as many numbers as you need.			
1.51	19" LCD TV monitor (for installation in enclosure)		\$ 900.00	
1.52	17" LCD computer monitor (for installation in enclosure)		\$ 990.00	\$ -
1.53	WinCan V8 Office Package includes Core, Overlay, Lateral, Manhole, Crack Measurement, Photo Assist, Report Generator Core, Lateral, and Manhole Modules		\$ 4,500.00	\$ 7,000.00 3500x2
1.53a	Win Can Core License (Per User)		\$ 2,800.00	\$ -
1.53b	Overlay Control Module		\$ 990.00	\$ 990.00
1.53c	Lateral Module		\$ 1,587.00	\$ -
1.53d	Software Encoding and Recording		\$ 1,760.00	\$ 1,030.00
1.53e	Pinnacle Dazzle USB Video Card		\$ 90.00	\$ -
1.53f	Scan Explorer Module		\$ 7,889.00	\$ -
1.53g	Win Can 3D Module		\$ 6,020.00	\$ -
1.53h	Laser Scan Module		\$ 6,300.00	\$ -
1.53i	Win Can GIS Office		\$ 5,000.00	\$ -
1.53j	Win Can Map For Truck		\$ 3,750.00	\$ 7,500.00 (3500 x 2)
1.53k	ARC Run Time for Win Can Map in Truck		\$ 905.00	\$ 1,810.00 (905*2)
1.53l	Basic Win Can Support		\$ 1,500.00	\$ 1,500.00
1.53m	Technical consulting for software (2 day)		\$ 3,300.00	\$ 3,300.00
1.60	Cable and Cable Drum Options Use this section to offer cable and cable drum options. Number items starting with 1.61, 1.62, etc. Use as many numbers as you need.			
1.61	Top Manhole roller		\$ 375.00	\$ 327.07
1.62	Flexible cable guide pulley for manhole bottom		\$ 465.00	\$ -
1.63	Tiger Tail guide		\$ 68.00	\$ 66.62
1.70	Other Crawler Options Use this section to offer crawler options. Number items starting with 1.71, 1.72, etc. Use as many numbers as you need.			
1.71				\$ 8,618.00
1.80	PERFORMANCE OPTIONS Use this section to offer performance & extended warranty options. Number items starting with 1.81, 1.82, etc. Use as many numbers as you need.			
1.81	1 Year warranty on Rovver X components			\$ -
1.82	1 Year warranty on electronics			\$ -
1.90	EXTENDED WARRANTY OPTIONS Use this section to offer performance/warranty options, number these items starting with 9.1, 9.2, 9.3, etc. (Specify years, miles or hours extended term covers.)			
1.91			Price: \$	
1.20	VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM See Solicitation Special Terms and Conditions. DEDUCT cost per Used Hour from the original Contract Price		\$25.00	
2.0	DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES (See Special Terms and Conditions)			(\$1,622)
	Price List Date and Number		\$	111,763.69

Spec #	Description	Qty	Price	Subtotal	
2.1	<p>NEW EQUIPMENT RENTAL PROGRAM If rental programs are available on the new equipment offered, with the option to purchase, list the hourly/weekly/monthly rental rate. Indicate the percent of rental fee paid by the purchaser that will be applied to the purchase price. See Solicitation Special Terms & Conditions.</p> <p style="text-align: right;">Hourly Rental Rate: \$ _____ Weekly Rental Rate: \$ _____ Monthly Rental Rate: \$ _____ Percent (%) of Rental Fee applied to purchase price: _____ %</p>				
2.2	<table border="1" style="width: 100%;"> <tr> <td data-bbox="282 499 1057 531">Delivery Starting Point (city, state, zip code)</td> </tr> </table>	Delivery Starting Point (city, state, zip code)			
Delivery Starting Point (city, state, zip code)					
2.3	<table border="1" style="width: 100%;"> <tr> <td data-bbox="282 531 1057 556">Price per loaded mile</td> </tr> </table>	Price per loaded mile			
Price per loaded mile					

Bell Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
4137 Park Ave. West
Mansfield, Ohio 44903
Phone: (419) 589-2355
Fax: (419) 589-5525

10/4/2013

Mr Rick Shepler
City of Troy Water and Sanitary Sewer
4693 Rochester
Troy, MI 48085

(1) Envirosight Rover X Pipeline Inspection Camera System

Part: E-RX-sys-truck-basic (delete)

Item 1/17 : [Move Down](#)

Unit	Qty.	Discount*	Extended	
\$67,000.00	1	1	\$67,000.00	1.0

Description: **ROVVER X Basic Truck Package** includes RCX90 camera (high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless rotation, pressure sensor, and twin laser diodes for measuring feature width); ROVVER X 130 crawler (steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera); capability to transfer data to included desktop VisionReport software to generate reports and save data; wheels (6 small rubber, 4 medium rubber, 4 large rubber wheels, 4 medium grease wheels, 4 wheel spacers); VC200 control pendant to operate crawler, reel and camera (daylight viewable touch screen, MPEG-4 video encoding, storage to flash drive or USB Stick, online diagnostics and firmware updates, desk mount); RAX300 automatic motorized cable reel (with meter counter, splash-proof rating, 1000' orange transmission cable); power supply for 115/230V; wireless remote control; 25' extension cable (connecting VC200 to RAX300) with emergency power switch.

Part: E-026-0800-11 (delete)

Item 2/17 : [Move Up](#) | [Move Down](#)

Unit	Qty.	Discount*	Extended	
\$311.00	4	1	\$1,244.00	1.26

Description: **Super-Aggressive Medium Wheel** for 8" line(BLUE WITH Spikes). Qty. 1. 4.33"dia (110mm) optional

Include in Purchase Order: | Show Price in Quote:

Part: E-080-0555-00 (XXXXXX)

Item 3/17 : XXXXXXXX | XXXXXXXX

Unit

Qty. Discount* Extended

\$250.00

4 1 **\$1,000.00** 1.27

Description: **XXL RUBBER Wheel** for R125, SV140 and SVRSAT140 (need 4 for R125, 4 for SV140, 6 for SVRSAT140). Qty. 1. Replaces E-026-0808-00

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0035-00 (XXXXXX)

Item 4/17 : XXXXXXXX | XXXXXXXX

Unit

Qty. Discount* Extended

\$327.07

1 1 **\$327.07** 1.61

Description: **Top Manhole Cable Roller** Aluminum frame and rubber wheel with bearings protects cable from manhole top cover edge and reduces friction to improves crawler performance.

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0036-00 (XXXXXX)

Item 5/17 : XXXXXXXX | XXXXXXXX

Unit

Qty. Discount* Extended

\$66.62

1 1 **\$66.62** 1.63

Description: **Tyger tail for manhole bottom cable protection** 2 inch diameter rubber sleeve to protect cable from manhole bottom pipe entry.

Include in Purchase Order: | Show Price in Quote:

Part: SPCL (XXXXXX)

Item 6/17 : XXXXXXXX | XXXXXXXX

Unit

Qty. Discount* Extended

\$ 3,500.00

1 1 **\$3,500.00** 1.70

Truck Retro Fit to Rover X System including pull out s

Include in Purchase Order: | Show Price in Quote:

Part: E-564-0900-00 (XXXXXX)

Item 7/17 : XXXXXXXX | XXXXXXXX

Unit

Qty. Discount* Extended

\$12,000.00

1 1 **\$12,000.00** 1.11

Description: **Remote Lift Accessory** to raise/lower the RCX90 camera on the RX130 crawler

Include in Purchase Order: | Show Price in Quote:

Part: E-512-0901-00-RX (000000)

Item 8/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$792.20

1 1 \$792.20 1.7

Description: **Cable retermination kit complete**

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-SQL (000000)

Item 9/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$3,500.00

2 1 \$7,000.00 1.53

Description: **WinCan V8 Core SQL single-user license**

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-03 (000000)

Item 10/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$990.00

1 1 \$990.00 1.53k

Description: **WinCan V8 Overlay Control Module**

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-08 (000000)

Item 11/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$3,750.00

2 1 \$7,500.00 1.53j

Description: **WinCan V8 Map Module 2008** (requires ESRI ArcGIS 9.3 Engine Runtime license, not included - p/n E-000-0057-ARC)

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-ARC (000000)

Item 12/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$905.00

2 1 \$1,810.00 1.53k

Description: **ESRI ArcGIS Runtime Engine**

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-09 (000000)

Item 13/17 : 0000000000 | 0000000000

Unit

Qty. Discount* Extended

\$1,030.00

1 1

\$1,030.00 1.53d

Description: **WinCan V8 USB 2.0 Mobile Cap MPEG 1/2/4 External Encoder** (requires Digital Capture Module part number E-000-0057-11)

Include in Purchase Order: | Show Price in Quote:

Part: E-WinCan-Service Agreement (delete)

Item 14/17 : ~~XXXXXXXXXX~~ | ~~XXXXXXXXXX~~

Unit

Qty. Discount* Extended

\$1,500.00

1 1 \$1,500.00 1.531

Description: **Basic WinCan Support**

Include in Purchase Order: | Show Price in Quote:

Part: E-WINCANTRAINING (delete)

Item 15/17 : ~~XXXXXXXXXX~~ | ~~XXXXXXXXXX~~

Unit

Qty. Discount* Extended

\$3,300.00

1 1 \$3,300.00 1.53m

Description: **Two-Day On-Site WinCan V8 Training** Includes instructor's travel expenses.

Include in Purchase Order: | Show Price in Quote:

Part: E-000-0057-15 (delete)

Item 16/17 : ~~XXXXXXXXXX~~ | ~~XXXXXXXXXX~~

Unit

Qty. Discount* Extended

\$2,163.00

2 1 \$4,326.00 1.7

Description: **WinCan V8 Multiple Inspection Upgrade** Allows user to store more than two inspections per line

Include in Purchase Order: | Show Price in Quote:

Part: SPCL (delete)

Item 17/17 : ~~XXXXXXXXXX~~

Unit

Qty. Discount* Extended

\$ -2,000.00

1 1 \$-1,622.00 2.0

Manufacturer Discount

Include in Purchase Order: | Show Price in Quote:

Total: \$111,763.69



CITY COUNCIL AGENDA ITEM

Date: November 6, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
MaryBeth Murz, Purchasing Manager
Carol K. Anderson, Temporary Recreation Director
Brian E. Goul, Aquatics/Fitness Coordinator

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – LED Light Fixtures for Community Center Indoor Pool Area

History

The City of Troy Community Center indoor pool has 31 light fixtures in the pool area which need to be replaced. The current lights are the original lighting from when the building opened eleven years ago. The fixtures are in need of replacement. The purchase will create a decrease in electrical and repair costs. Installation of the light fixtures will be completed by The Building Operations Department as the old fixtures burn out.

Purchasing

On November 5, 2013, a bid opening was conducted as required by City Charter and Code for thirty-one (31) pieces of LED fixtures. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info and the bid was also sent to the Troy Chamber of Commerce. Three (3) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	215
Troy Companies notified via MITN	8
Troy Companies notified Active email Notification	8
Troy Companies notified Active Free	0
Companies that viewed the bid	51
Troy Companies that viewed the bid	1

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPs and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After reviewing the bid proposal, Madison Electric Company of Madison Heights, MI was the low bidder meeting specification and is being recommended for the purchase of thirty-one (31) pieces of LED lighting for the indoor pool at the Community Center.

Financial

The funds for these purchases are available in the 2013-14 Capital Improvement Program fund.

Recommendation

City management recommends awarding a contract to purchase thirty-one (31) Dialight Model HBGCMP LED lights to the low bidder meeting specification, *Madison Electric Company of Madison Heights, MI* for an estimated total cost of \$32,054.00, at prices contained in the bid tabulation dated November 5, 2013.

Opening Date -- 11/5/2013
 Date Reviewed -- 11/5/2013 mb

CITY OF TROY
 BID TABULATION
 LED Lights Indoor Pool Community Center

VENDOR NAME:

Madison Electric	Competitive	Michigan
Company	Lighting	Electric Supply
Madison Hgts	Clinton Twp	Company
MI	MI	Flint, MI

PROPOSAL: To Furnish NEW LED Lights for the City of Troy Indoor Pool at the Community Center, in accordance with bid specifications.

DESCRIPTION:

Dialight Model HBGCMP with additional clear coat (lights will be used in a pool area) and shall include mount and cable gland.

Pricing shall include freight.

Quantity: 31	Unit Cost:	\$ 1,034.00	\$ 1,087.60	\$ 1,115.00
	Total Cost:	\$ 32,054.00	\$ 33,715.60	\$ 34,565.00

MANUFACTURER:	Dialight	Dialight	Blank
DELIVERY:	4-7 weeks	4-7 weeks	36 days ARO
PAYMENT TERMS	1% 10th Prox	Net 30	Net 30
WARRANTY:	10 years	10 years	10 Years
REFERENCES	NONE	Yes	None
EXCEPTIONS:	NONE	Blank	Blank
ACKNOWLEDGEM Yes or No	YES	YES	YES
Forms (5) Yes or No	YES	YES	YES

Bold Type Indicates: Low Bidder meeting Specification.

ATTEST:

Susan Riesterer
Scott Mercer
Enna Bachelor

 MaryBeth Murz,
 Purchasing Manager



CITY COUNCIL AGENDA ITEM

Date: November 6, 2013

To: Brian Kischnick, City Manager

From: Timothy L. Richnak, Public Works Director
Kurt Bovensiep, Superintendent Parks, Street & Drains
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Snow Removal Rental Equipment Including Operators

History

On November 21, 2011, the Troy City Council approved contracts to provide seasonal requirements of snow removal services for municipal properties to Advanced Landscaping & Builders Supply Inc and snow removal rental equipment including operators for local roads to Florence Cement Company and DiPonio Contracting. Both proposals provided an option to renew for one additional season (Resolution #2011-11-267-J4a).

On September 24, 2012, the Troy City Council renewed contracts for one (1) additional season under the same prices, terms, conditions and insurance requirements as the original bid. (Resolution #2012-09-187-J4a)

The City of Troy uses these contractors to assist in the snow removal process when plowing local roads are necessary. The contractors as listed above for snow removal rental equipment are utilized to assist in the City's snow plowing efforts on an as needed basis.

The City of Troy has determined Advanced Landscape & Builders Supply, Inc., Florence Cement Company and DiPonio Contracting have successfully provided seasonal requirements of snow removal and rental equipment. All three (3) contractors have agreed to extend their contracts for one (1) additional season as per terms and conditions and bid pricing. Utilizing multiple contractors with more available equipment results in better coverage for the City. Also note that the City hires additional contractors based upon the emergency power of the City Manager.

Purchasing

The Purchasing Department reviewed Troy's November 2011 bid results for similar services with Oakland County for 2013, and found pricing to be in alignment and competitive. Additionally; due to the variability of weather and fluctuating equipment availability, many companies do not bid on snow removal services. Therefore, no additional value would be obtained if these services were rebid at this time.

Financial

Funds are available in the operating budgets of the Parks and Streets Division for snow and ice control for municipal property, local, major and county roads.

Recommendation

City management and the Public Works Department recommends extending the contracts for one (1) additional season to provide snow removal services to municipal property and snow removal rental equipment including operators for local roads to the following bidders: Advanced Landscaping & Builders Supply Inc of Clawson MI for municipal property, Florence Cement Company and Diponio Contracting of Shelby Township MI for local roads, on an as needed basis; as per specified hourly contract rates as listed in the bid tabulation opened November 1, 2011.

G:\Bid Award 13-14 New Format\Award Standard Purchasing Resolution 3 SnowRemovalRentalEqptMemo ITB-COT 11-22.doc



CITY COUNCIL AGENDA ITEM

Date: November 6, 2013

To: Brian Kischnick, City Manager

From: Timothy L. Richnak, Public Works Director
Kurt Bovensiep, Superintendent Parks, Street & Drains
MaryBeth Murz, Purchasing Manager

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Snow Removal Services Home Chore Program and Public Sidewalks

History

On November 21, 2011, the Troy City Council approved contracts to provide seasonal requirements of snow removal services for the City's municipal sidewalks, code enforcement tasks, and Home Chore Program with an option to renew for one (1) additional season. {Resolution #2011-11-267-J4b}

On October 8, 2012 The City Council renewed contracts to provide seasonal requirements of snow removal services for the City's municipal sidewalks, code enforcement tasks, and Home Chore Program under the same prices, terms, conditions and insurance requirements of the original bid. {Resolution #2012-10-191-J4b}

The City of Troy has determined that MVP Environmental LLC, the primary contractor and Brantley Development LLC, the secondary contractor have successfully provided the seasonal requirements of snow removal services for the City's municipal sidewalks, code enforcement tasks, and the Home Chore Program. Both contractors have agreed again to extend their contracts for one (1) additional season under the same pricing, terms and conditions as the original contract.

Purchasing

The Purchasing Department reviewed Troy's bid results for similar services with Oakland County for 2013 and found pricing to be in alignment and competitive. Therefore no additional value would be obtained if these services were rebid at this time.

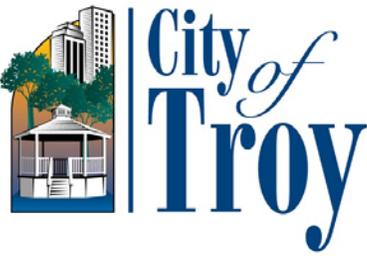
Financial

Funds are budgeted and available in the Parks, Streets and Drains, Community Affairs, and Code Enforcement contractual service accounts. Snow removal services for the Home Chore Program are available initially through the Public Works operating budget, then reimbursed by Oakland County through the Community Development Block Grant Program (CDBG).

Recommendation

City management and the Public Works department recommends extending contracts for one (1) additional season to provide snow removal services for the City's municipal sidewalks, code enforcement tasks, and Home Chore Program to the low total bidders, MVP Environmental LLC of Troy, as primary contractor for all three (3) proposals, and Brantley Development LLC of Westland, as secondary contractor for code enforcement and Home Chore Program, to be used in the event the primary contractor is unable to provide the services as needed at unit prices contained in the bid tabulation opened November 1, 2011, with contracts expiring April 30, 2014.

G:\Bid Award 13-14 New Format\Award Standard Purchasing Resolution 3 SnowRemovalSvc_Home ChoreProg



CITY COUNCIL ACTION REPORT

Date September 10, 2013

TO: Brian Kischnick, City Manager

FROM: Timothy L. Richnak, Public Works Director
Steve Vandette, City Engineer

SUBJECT: Authorization to Request Reimbursement – MDEQ SAW Grant

History

The Michigan Department of Environmental Quality (MDEQ) has released a Stormwater Asset Management (SAW) grant opportunity to local governments. The grant is intended to assist local governments in managing storm and wastewater. The MDEQ has appropriated \$450 million dollars for these projects and allows local governments to apply for an amount not to exceed \$2 million. The first \$1 million requires the local government to match 10% of the funding and the second \$1 million requires a 25% local match. The project and matching funds must be completed within three years of the grant award.

The Streets and Drains Division's application will include developing an asset management system that records the size and flow direction of the city's 700 miles of stormwater drains. The Water and Sewer Division's application will include an asset management plan that references video of the sewer to its GPS coordinates. Both these tasks take equipment and labor, which are eligible expenses. The city's engineering consultant firm Hubbell, Roth & Clark, Inc (HRC) is familiar with the SAW grant process and will be the engineer for these projects.

Policy Considerations:

Maintaining accurate infrastructure records allows the city to prepare for capital repair projects and allows the city to plan maintenance to the infrastructure effectively.

Options:

City Management recommends moving forward with the MDEQ SAW Grant application to the full \$2 million, which will require the city to have a total local match of \$350,000. The local match is budgeted for in both Streets and Drains, and the Water and Sewer Division over the next three years.



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW)

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

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- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

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(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

City of Troy
County of Oakland

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Troy County of Oakland, State of Michigan, (the "Municipality") held on November 11, 2013.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____ .

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (*select one or more*)
 establish an asset management plan, establish a stormwater management plan, establish a plan for wastewater/stormwater, establish a design of wastewater/stormwater, pursue innovative technology, or initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$2,000,000.00 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

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WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Troy, County of Oakland, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name
City of Troy, Clerk
State of Michigan, County of Oakland



CITY COUNCIL AGENDA ITEM

Date: October 21, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic & Community Development
Steven J. Vandette, City Engineer
William J. Huotari, Deputy City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – October 16, 2013

At the Traffic Committee meeting of October 16, 2013, the following recommendations were made for City Council approval:

3. Request for Traffic Control – Ellenboro at Trombley

RESOLVED, that the intersection of Ellenboro and Trombley be modified to All-Way Stop control.

4. Request for No Parking Zone – Brentwood at Northfield Parkway

RESOLVED, that a No Parking zone be established on the south side of Brentwood, from 15' west of the existing fire hydrant to the intersection at Northfield Parkway.

A regular meeting of the Troy Traffic Committee was held Wednesday, October 16, 2013 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sarah Binkowski
Tim Brandstetter
Ted Halsey
Richard Kilmer
Al Petrusis
Stevan Popovic
Pete Ziegenfelder

ABSENT: None

Also present: John Ballantine, 1468 Brentwood
Jason Dalbec, 546 Trombley
Jim Stachura, 1547 Brentwood
Lt. Eric Caloia, Fire Department
Sgt. Mike Szuminski, Police Department
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – September 18, 2013

RESOLUTION # 2013-10-20

Moved by Halsey
Seconded by Petrusis

To approve the September 18, 2013 minutes as printed.

YES: All-7
NO: None
ABSENT: None

MOTION CARRIED

REGULAR BUSINESS

3. Request for Traffic Control – Ellenboro at Trombley

Jason Dalbec of 546 Trombley requests that the existing traffic control at the intersection of Ellenboro and Trombley be changed to a 4-Way Stop. Mr. Dalbec states that lack of Stop signs in all directions creates a hazardous situation.

Mr. Dalbec was in attendance at the meeting and addressed the Traffic Committee. He

provided a petition signed by 16 residents in favor of an All-Way Stop at the intersection. He discussed that the intersection is close to Wattles Elementary and is also a bus stop for Baker Middle school students. Children walk in the roads as there are no sidewalks in the area. There is a lot of traffic mixing with children in this area during school arrival dismissal times.

Mr. Kilmer observed the intersection from 7:30 am to 8:45 am and counted 10 buses, 235 cars, 8 children walking to school and 20 children waiting for the bus. Mr. Kilmer stated that he supports the All-Way Stop and believes that we should do what the residents have requested.

Ms. Binkowski discussed what Stop signs can and cannot do (i.e. control speeds effectively).

Mr. Petruilis questioned locations of other traffic control as well as speed control in the area.

Mr. Brandstetter asked about the possibility of locating a school crossing guard at this location. There is already a school crossing guard at the next intersection to the north (at Ellenboro/Colebrook).

Traffic Engineering did receive a copy of the referenced petition as well as two (2) emails in support and one (1) email opposed to modifying the intersection control.

RESOLUTION # 2013-10-21

Moved by Kilmer
Seconded by Popovic

RESOLVED, that the intersection of Ellenboro and Trombley be modified to All-Way Stop control.

YES: All-7
NO: None
ABSENT: None

MOTION CARRIED

4. Request for No Parking Zone – Brentwood at Northfield Parkway

The Northfield Hills Condominium Association (NHCA) requests that the south side of Brentwood, from 15' west of the existing fire hydrant to the intersection at Northfield Parkway, be posted as a No Parking zone.

John Ballantine attended the meeting as a board member of NHCA. Mr. Ballantine stated that vehicles park east of the fire hydrant up to the intersection of Brentwood and

Northfield Parkway. There are mailboxes and newspaper boxes at the opposite corner and parked vehicles at the intersection make turning movements difficult and dangerous.

Jim Stichera, 1547 Brentwood, spoke in favor of the No Parking zone. Mr. Stichera reports that several vehicles that park in this area are actually Flagstar Bank employees so vehicles are parked all day during the week. He agrees that parked vehicles make turning movements at the intersection more difficult. He supports the creation of a No Parking zone.

Mr. Petrusis questioned why Flagstar Bank employees would park here rather than in the parking lot next to the building on the east side of Northfield Parkway. Mr. Stichera stated that it is much easier to exit Brentwood to Long Lake rather than from the Flagstar Bank parking lot.

Mr. Kilmer asked if we could restrict parking to residents only. Brentwood and Northfield Parkway are both public roads, so they are open to use by the public. Creation of a No Parking zone would restrict locations where the public at large may park.

RESOLUTION # 2013-10-22

Moved by Binkowski
Seconded by Halsey

RESOLVED, that a No Parking zone be established on the south side of Brentwood, from 15' west of the existing fire hydrant to the intersection at Northfield Parkway.

YES: All-7
NO: None
ABSENT: None

MOTION CARRIED

5. Public Comment

There were no members of the public at the meeting with additional comments.

6. Other Business

Mr. Petrusis asked about the developments on Big Beaver and their impact on traffic volume/flows. The sites do go through site plan review and a part of that review involves traffic impacts. In the case of the site on the north side of Big Beaver, just west of I75, the impact is not anticipated to be significant as the entrance to the site is from Wilshire rather than a new curb cut on Big Beaver. Additionally, the site is mixed use with restaurants/retail with a new hotel proposed at the rear of the site. These uses are typically off-peak so while they will generate additional traffic, the impact on peak hour volumes is not anticipated to be significant.

Mr. Kilmer requested that Troy Police visit the area around Morse Elementary during the PM dismissal time to address parking on the street in areas that are currently posted as No Parking or No Stopping, Standing, Parking zones. Troy Police will review as their staffing levels allow.

Traffic Engineering discussed the I-75 Open House to be held on Tuesday, November 19, 2013 from 11:00 am to 7:00 pm at the Community Center (Room #305). Further information will be provided once it is received from MDOT.

7. Adjourn

The meeting adjourned at 8:21 p.m.

Pete Ziegenfelder, Chairperson

Bill Huotari, Deputy City Engineer/Traffic Engineer

G:\Traffic\300 Traffic Committee\2013\10_October 16\Minutes_20131016_DRAFT.docx



CITY COUNCIL AGENDA ITEM

Date: October 25, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Permanent Easements and Warranty Deeds for Bridgewater Estates Site Condominium - Sidwell #88-20-12-301-001 & 002

History

As part of the development of the Bridgewater Estates Site Condominium located in the southwest $\frac{1}{4}$ of Section 12, the Engineering department has received three permanent easements for water mains, sanitary sewers and storm sewers as well as two warranty deeds for right-of-way and detention basin from John R Land, LLC, owner of the property having Sidwell #88-20-12-301-001 & 002.

The format and content of these easements and warranty deeds is consistent with conveyances previously accepted by City Council.

Financial

The consideration amount on each document is \$1.00

Recommendation

City Management recommends that City Council accept the attached easements and warranty deeds consistent with our policy of accepting easements and warranty deeds for development and improvement purposes.

PERMANENT EASEMENT

Sidwell #88-20-12-301-001 & 002 (pt of)
Resolution #

John R Land, LLC, a Michigan limited liability company, Grantor(s), whose address is 6939 19 Mile Road, Sterling Heights, MI 48314, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

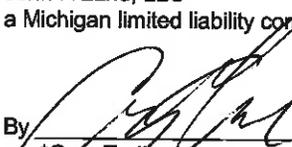
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 29th day of MARCH A.D. 2013.

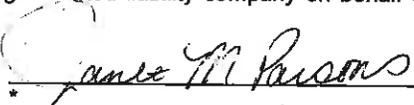
John R Land, LLC
a Michigan limited liability company

By  (L.S.)
*Gary Tadian
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2013, by Gary Tadian, Manager of, John R Land, LLC, a Michigan limited liability company on behalf of the company.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of Oakland


*
Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF WATER MAIN EASEMENT

LEGAL DESCRIPTION WATER MAIN EASEMENT

A 20 foot wide easement over land in the southwest 1/4 of Section 12, T.2N., R11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records and also part of the unplotted land north of said Lot 28, whose centerline is more particularly described as;

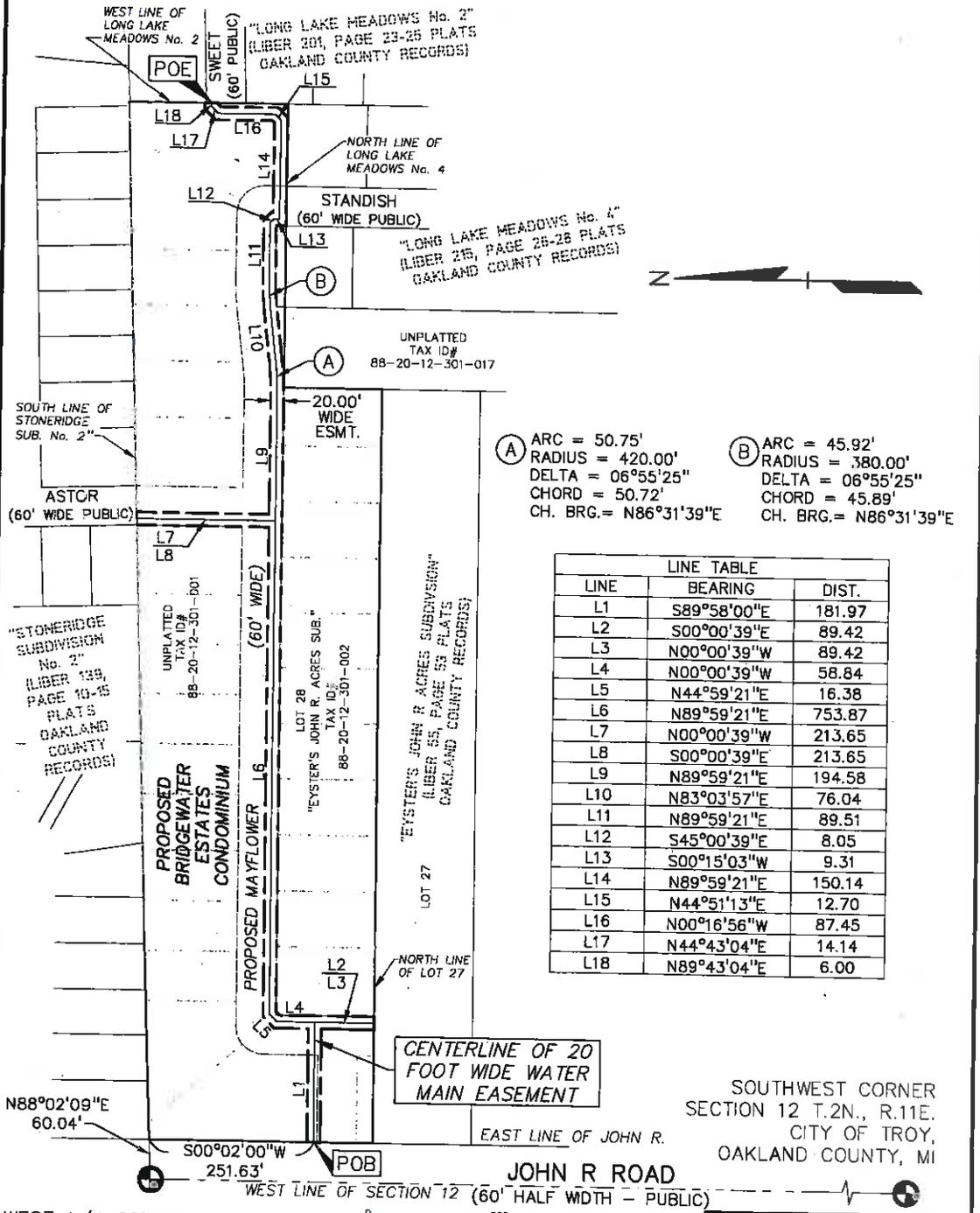
Commencing at the West quarter corner of said Section 12, thence N88°02'09"E, 60.04 feet to the east right-of-way line of John R road (60 foot half width); thence along said right-of-way, S00°02'00"W, 251.63' to the POINT OF BEGINNING;

thence S89°58'00"E, 181.97 feet;
thence S00°00'39"E, 89.42 feet to the north line of Lot 27 of said "Eyster's John R. Acres Subdivision";
thence N00°00'39"W, 89.42 feet;
thence N00°00'39"W, 58.84 feet;
thence N44°59'21"E, 16.38 feet;
thence N89°59'21"E, 753.87 feet;
thence N00°00'39"W, 213.65 feet to the south line of "Stoneridge Subdivision No. 2" as recorded in Liber 139 of Plats, Pages 10-15, Oakland County Records;
thence S00°00'39"E, 213.65 feet;
thence N89°59'21"E, 194.58 feet;
thence 50.75 feet along the arc of a curve to the left, having a radius of 420.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 50.72 feet;
thence N83°03'57"E, 76.04 feet;
thence 45.92 feet along the arc of a curve to the right, having a radius of 380.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 45.89 feet;
thence N89°59'21"E, 89.51 feet;
thence S45°00'39"E, 8.05 feet;
thence S00°15'03"W, 9.31 feet to a point 10 feet north of and normal to the north line of "Long Lake Meadows No. 4", as recorded in Liber 215 of Plats, Pages 26-28, Oakland County Records;
thence parallel to said north line, N89°59'21"E, 150.14 feet;
thence N44°51'13"E, 12.70 feet;
thence N00°16'56"W, 87.45 feet;
thence N44°43'04"E, 14.14 feet;
thence N89°43'04"E, 6.00 feet to the west line of "Long Lake Meadows No. 2", as recorded in Liber 201 of Plats, Pages 23-25, Oakland County Records, and the POINT OF ENDING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

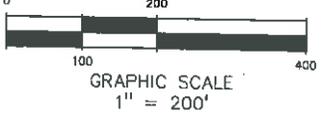
CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1"= 200'	JOB No: 2012-059	2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
	DATE: 3-12-13	DWG. No: 2 of 2	

SKETCH OF WATER MAIN EASEMENT



- (A) ARC = 50.75'
RADIUS = 420.00'
DELTA = 06°55'25"
CHORD = 50.72'
CH. BRG. = N86°31'39"E
- (B) ARC = 45.92'
RADIUS = 380.00'
DELTA = 06°55'25"
CHORD = 45.89'
CH. BRG. = N86°31'39"E

LINE	BEARING	DIST.
L1	S89°58'00"E	181.97
L2	S00°00'39"E	89.42
L3	N00°00'39"W	89.42
L4	N00°00'39"W	58.84
L5	N44°59'21"E	16.38
L6	N89°59'21"E	753.87
L7	N00°00'39"W	213.65
L8	S00°00'39"E	213.65
L9	N89°59'21"E	194.58
L10	N83°03'57"E	76.04
L11	N89°59'21"E	89.51
L12	S45°00'39"E	8.05
L13	S00°15'03"W	9.31
L14	N89°59'21"E	150.14
L15	N44°51'13"E	12.70
L16	N00°16'56"W	87.45
L17	N44°43'04"E	14.14
L18	N89°43'04"E	6.00



WEST 1/4 CORNER SECTION 12 T.2N., R.11E. TROY TWP., OAKLAND COUNTY, MI

SOUTHWEST CORNER SECTION 12 T.2N., R.11E. CITY OF TROY, OAKLAND COUNTY, MI

PROFESSIONAL ENGINEERING ASSOCIATES

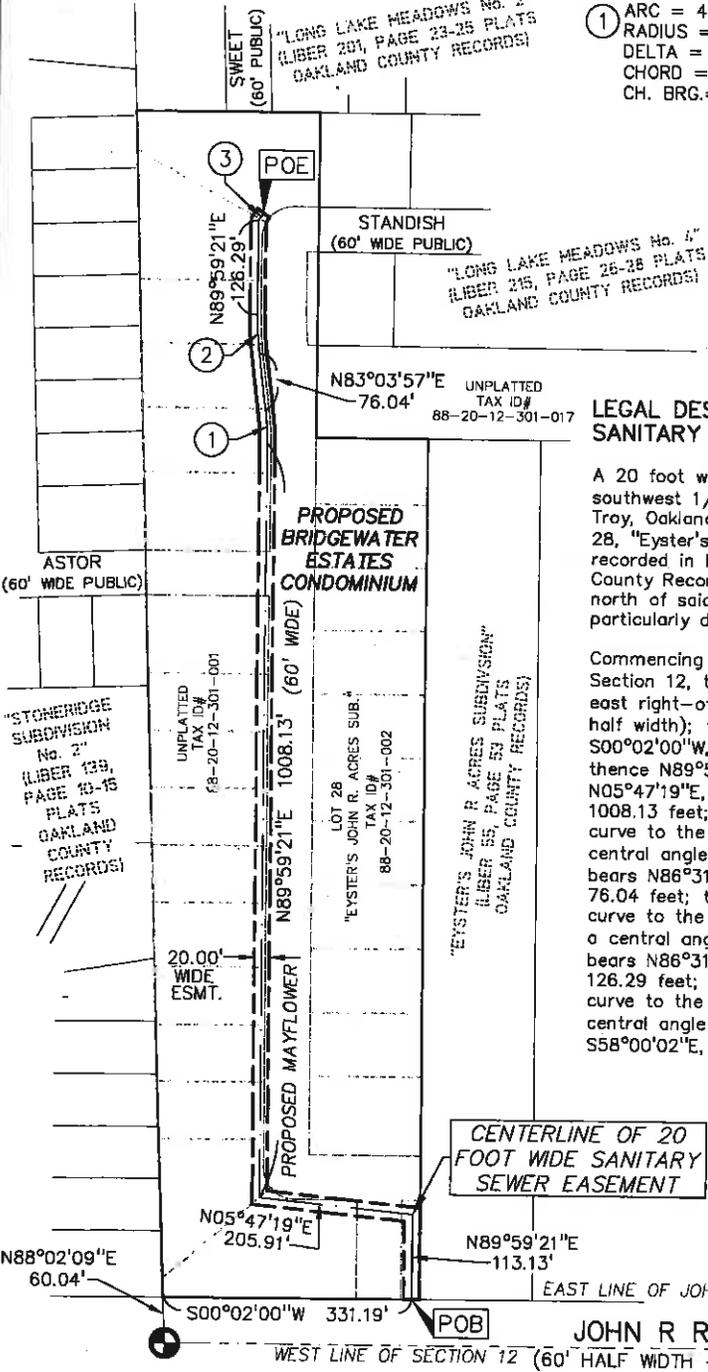
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

CLIENT: JOHN R. LAND, LLC 825 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1" = 200'	JOB No: 2012-059
	DATE: 3-12-13	DWG. No: 1 of 2

EXHIBIT "A"

SKETCH OF SANITARY SEWER EASEMENT

- ① ARC = 44.11'
RADIUS = 365.00'
DELTA = 06°55'25"
CHORD = 44.08'
CH. BRG. = N86°31'39"E
- ② ARC = 52.56'
RADIUS = 435.00'
DELTA = 06°55'25"
CHORD = 52.53'
CH. BRG. = N86°31'39"E
- ③ ARC = 11.44'
RADIUS = 51.00'
DELTA = 12°51'17"
CHORD = 11.42'
CH. BRG. = S58°00'02"E



LEGAL DESCRIPTION SANITARY SEWER EASEMENT

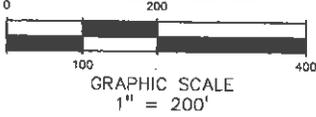
A 20 foot wide easement over land in the southwest 1/4 of Section 12, T.2N., R.11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records and also part of the unplatted land north of said Lot 28, whose centerline is more particularly described as;

Commencing at the West quarter corner of said Section 12, thence N88°02'09"E, 60.04 feet to the east right-of-way line of John R road (60 foot half width); thence along said right-of-way, S00°02'00"W, 331.19' to the POINT OF BEGINNING; thence N89°59'21"E, 113.13 feet; thence N05°47'19"E, 205.91 feet; thence N89°59'21"E, 1008.13 feet; thence 44.11 feet along the arc of a curve to the left, having a radius of 365.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 44.08 feet; thence N83°03'57"E, 76.04 feet; thence 52.56 feet along the arc of a curve to the right, having a radius of 435.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 52.53 feet; thence N89°59'21"E, 126.29 feet; thence 11.44 feet along the arc of a curve to the right, having a radius of 51.00 feet, a central angle of 12°51'17", and a chord which bears S58°00'02"E, 11.42 feet to the POINT OF ENDING.

CENTERLINE OF 20 FOOT WIDE SANITARY SEWER EASEMENT

SOUTHWEST CORNER
SECTION 12 T.2N., R.11E.
CITY OF TROY,
OAKLAND COUNTY, MI

WEST 1/4 CORNER
SECTION 12 T.2N., R.11E.
TROY TWP.,
OAKLAND COUNTY, MI



PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1" = 200'	JOB No: 2012-059
	DATE: 3-11-13	DWG. No: 1 of 1

PERMANENT EASEMENT

Sidwell #88-20-12-301-001 & 002 (pt of)
Resolution #

John R Land, LLC, a Michigan limited liability company, Grantor(s), whose address is 6939 19 Mile Road, Sterling Heights, MI 48314, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **storm sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

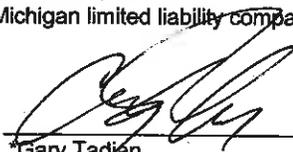
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 29th day of MARCH A.D. 2013.

John R Land, LLC
a Michigan limited liability company

By  (L.S.)
*Gary Tadian
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2013, by Gary Tadian, Manager of, John R Land, LLC, a Michigan limited liability company on behalf of the company.

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of Oakland


Notary Public, Oakland County, Michigan
My Commission Expires 10-14-16
Acting in Oakland County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

STORM SEWER EASEMENT

LEGAL DESCRIPTION

STORM SEWER EASEMENT 1

A 20 foot wide easement over land in the southwest 1/4 of Section 12, T.2N., R11E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as;

Commencing at the West quarter corner of said Section 12, thence N88°02'09E, 60.04 feet to the east right-of-way line of John R road (60 foot half width);
 thence N88°02'09E, 41.94 feet along the south line of "Stoneridge Subdivision No. 2" as recorded in Liber 139 of Plats, Pages 10-15 to the POINT OF BEGINNING;

thence S00°00'49"E, 18.77 feet to the POINT OF ENDING.

LEGAL DESCRIPTION

STORM SEWER EASEMENT 2

A 20 foot wide easement over land in the southwest 1/4 of Section 12, T.2N., R11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records and also over part of the unplatted land north of said Lot 28, whose centerline is more particularly described as;

Commencing at the West quarter corner of said Section 12, thence N88°02'09E, 60.04 feet to the east right-of-way line of John R road (60 foot half width);
 thence N88°02'09E, 26.53 feet along the south line of "Stoneridge Subdivision No. 2" as recorded in Liber 139 of Plats, Pages 10-15;

thence S40°11'04"E, 185.73 feet;
 thence 14.24 feet along the arc of a curve to the left, having a radius of 41.00 feet, a central angle of 19°54'20", and a chord which bears S39°51'46"W, 14.17 feet to the POINT OF BEGINNING;

thence N73°11'03"E, 36.49 feet;
 thence N89°59'21"E, 269.07 feet to a Point "A";
 thence N00°00'39"W, 130.38 feet to a Point "B";
 thence S86°02'09"W, 269.36 feet to a Point of Ending.

thence continuing from the aforementioned Point "B" N88°02'09"E, 401.23 feet to a Point of Ending.

thence continuing from the aforementioned Point "A" S00°00'39"E, 41.75 feet to a Point of Ending.

thence continuing from the aforementioned Point "A" N89°59'21"E, 7.00 feet to a Point "C";
 thence S00°00'39"E, 41.75 feet to a Point of Ending.

thence continuing from the aforementioned Point "C" N89°59'21"E, 480.82 feet to a Point "D";
 thence S00°00'39"E, 18.25 feet to a Point of Ending.

thence continuing from the aforementioned Point "D" N47°24'47"E, 39.91 feet;
 thence N89°59'21"E, 30.54 feet to a Point of Ending.

thence continuing from the aforementioned Point "D" N89°59'21"E, 173.18 feet to a Point "E";
 thence S00°00'39"E, 8.25 feet to a Point "F";
 thence N89°59'21"E, 17.00 feet to a Point of Ending.

thence continuing from the aforementioned Point "F" S00°00'39"E, 23.50 feet;
 thence N89°59'21"E, 17.00 feet to a Point of Ending.

thence continuing from the aforementioned Point "E" N00°00'39"W, 147.93 feet;
 thence N87°56'26"E, 423.41 feet to the POINT OF ENDING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
JOHN R. LAND, LLC
 625 KENNESAW STREET
 BIRMINGHAM, MI., 48009

SCALE: 1"= 200'

JOB No: 2012-059

DATE: 3-12-13

DWG. No: 5 of 6

2430 Rochester Ct. Suite 100
 Troy, MI 48083-1872
 (248) 889-9090

EXHIBIT "A" continued

STORM SEWER EASEMENT

LEGAL DESCRIPTION STORM SEWER EASEMENT 3

A 20 foot wide easement over land in the southwest 1/4 of Section 12, T.2N., R11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records whose centerline is more particularly described as;

Commencing at the West quarter corner of said Section 12, thence N88°02'09E, 60.04 feet to the east right-of-way line of John R road (60 foot half width);
thence along said right-of-way, S00°02'00"W, 256.63';
thence S89°58'00"E, 65.62 feet to the POINT OF BEGINNING;

thence S01°59'17"W, 18.26 feet;
thence S00°02'00"W, 23.50 feet;
thence S66°26'07"E, 81.91 feet;
thence N89°59'21"E, 1010.74 feet to the POINT OF ENDING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
JOHN R. LAND, LLC
325 KENNESAW STREET
BIRMINGHAM, MI., 48009

SCALE: 1"= 200'

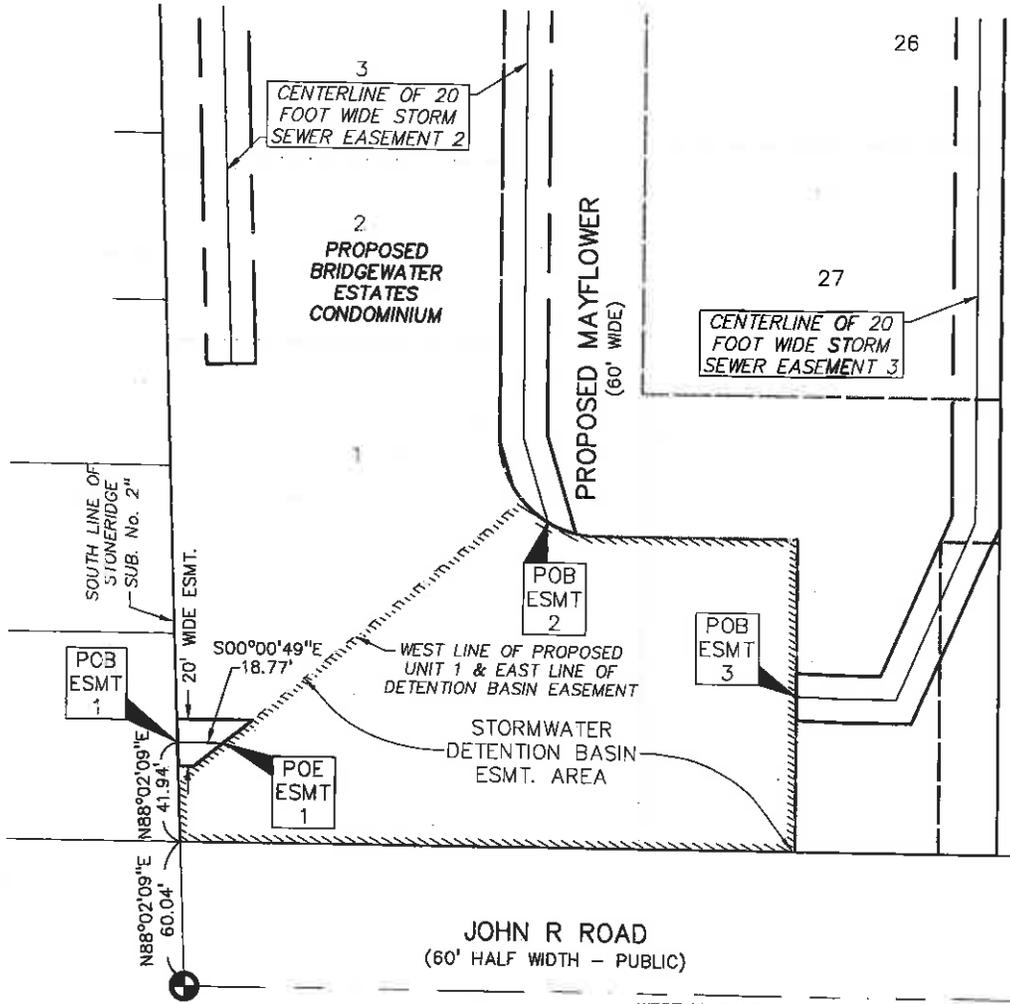
JOB No: 2012-059

DATE: 3-12-13

DWG. No: 6 of 6

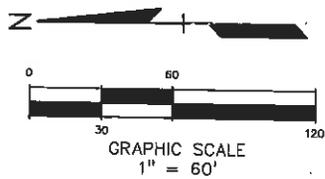
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

SKETCH OF STORM SEWER EASEMENT 1



WEST 1/4 CORNER
SECTION 12 T.2N., R.11E.
TROY TWP.,
OAKLAND COUNTY, MI

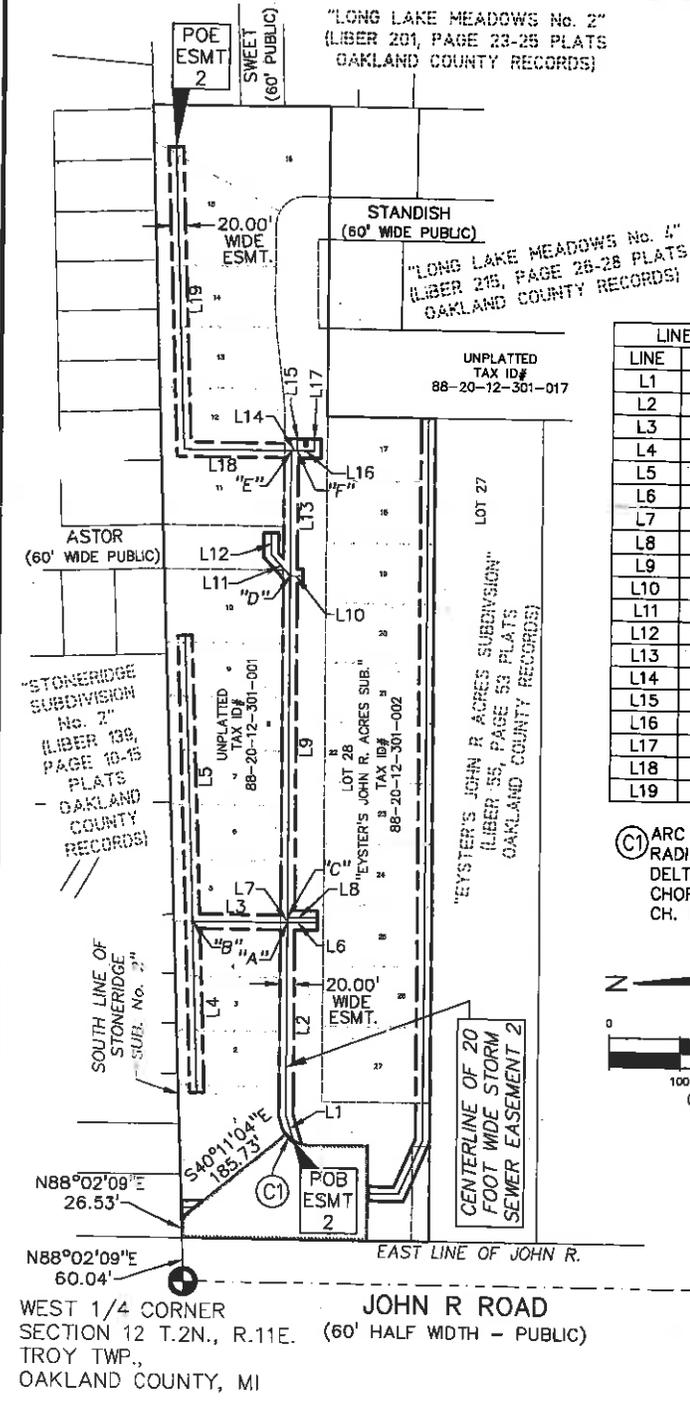
WEST LINE OF SECTION 12



PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

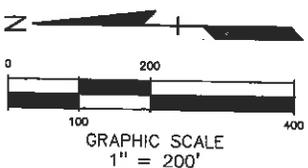
CLIENT: JOHN R. LAND, LLC 525 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1" = 60'	JOB No: 2012-059
	DATE: 3-14-13	DWG. No: 2 of 6

SKETCH OF STORM SEWER EASEMENT 2



LINE TABLE - ESMT 2		
LINE	BEARING	DIST.
L1	N73°11'03"E	36.49
L2	N89°59'21"E	269.07
L3	N00°00'39"W	130.38
L4	S88°02'09"W	239.63
L5	N88°02'09"E	401.23
L6	S00°00'39"E	41.75
L7	N89°59'21"E	7.00
L8	S00°00'39"E	41.75
L9	N89°59'21"E	480.82
L10	S00°00'39"E	18.25
L11	N47°24'47"E	39.91
L12	N89°59'21"E	30.54
L13	N89°59'21"E	173.18
L14	S00°00'39"E	8.25
L15	N89°59'21"E	17.00
L16	S00°00'39"E	23.50
L17	N89°59'21"E	17.00
L18	N00°00'39"W	147.93
L19	N87°56'26"E	423.41

(C1) ARC = 14.24'
 RADIUS = 41.00'
 DELTA = 19°54'20"
 CHORD = 14.17'
 CH. BRG. = S39°51'46"W



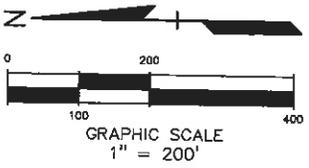
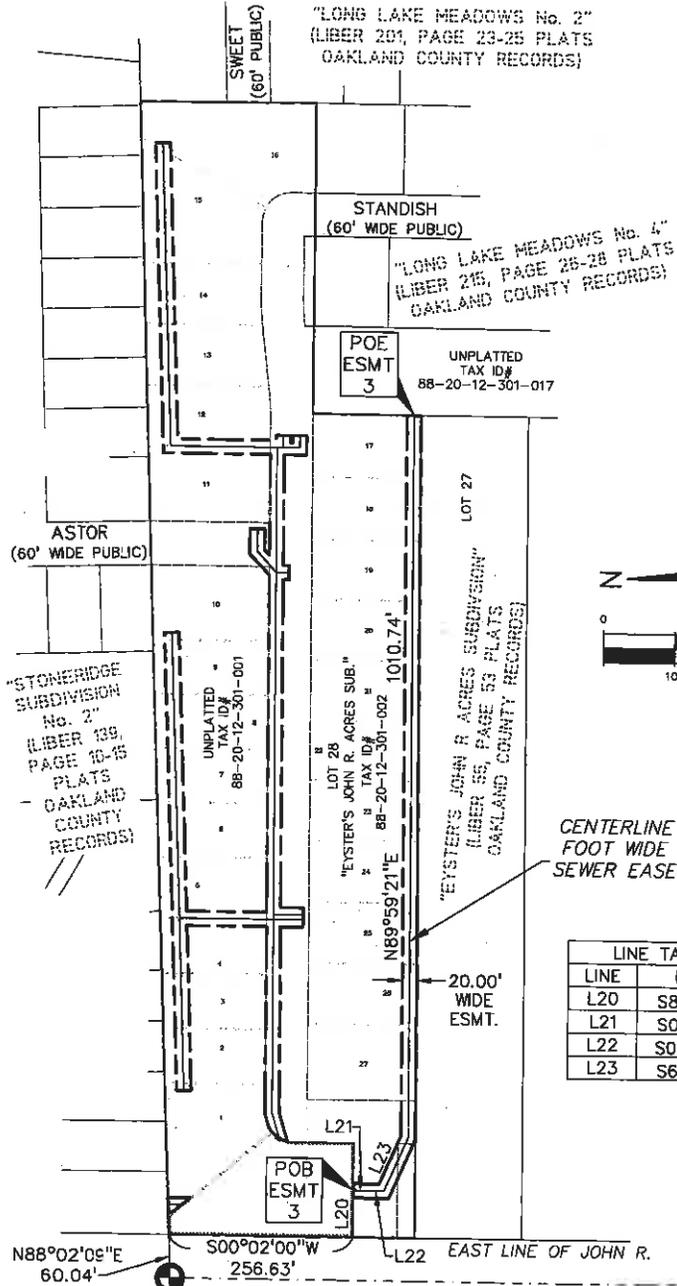
SOUTHWEST CORNER
 SECTION 12
 T.2N., R.11E.
 CITY OF TROY,
 OAKLAND COUNTY, MI

WEST 1/4 CORNER
 SECTION 12 T.2N., R.11E.
 TROY TWP.,
 OAKLAND COUNTY, MI

PROFESSIONAL
 ENGINEERING
 ASSOCIATES
 2430 Rochester Ct. Suite 100
 Troy, MI 48083-1872
 (248) 689-9090

CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI, 48009	SCALE: 1" = 200'	JOB No: 2012-059
	DATE: 3-14-13	DWG. No: 3 of 6

SKETCH OF STORM SEWER EASEMENT 3



CENTERLINE OF 20 FOOT WIDE STORM SEWER EASEMENT 3

LINE TABLE - ESMT 3		
LINE	BEARING	DIST.
L20	S89°58'00"E	65.62
L21	S01°59'17"W	18.26
L22	S00°02'00"W	23.50
L23	S66°26'07"E	81.91

SOUTHWEST CORNER
SECTION 12
T.2N., R.11E.
CITY OF TROY,
OAKLAND COUNTY, MI

WEST 1/4 CORNER
SECTION 12 T.2N., R.11E.
TROY TWP.,
OAKLAND COUNTY, MI

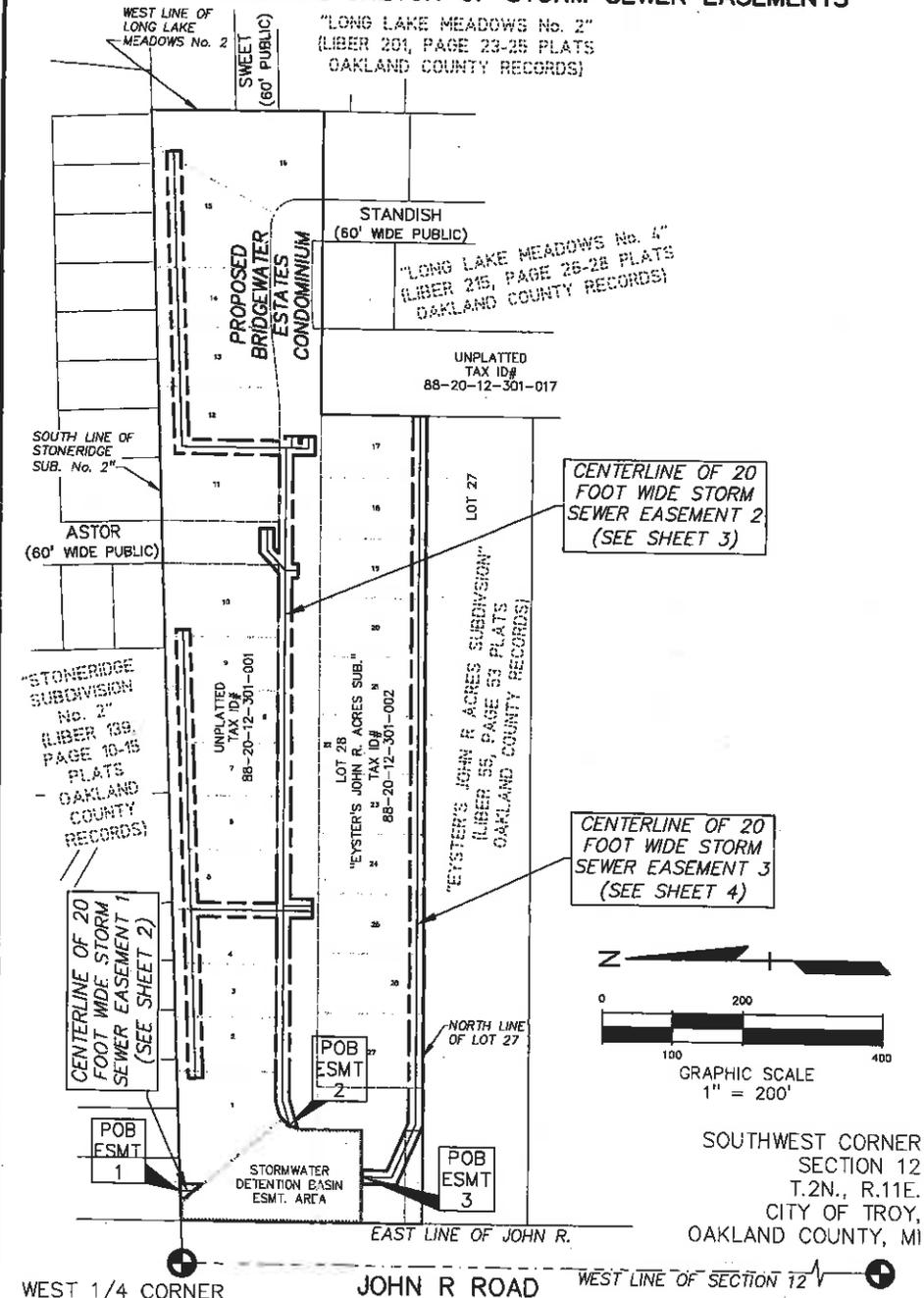
JOHN R ROAD
(60' HALF WIDTH - PUBLIC)

PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

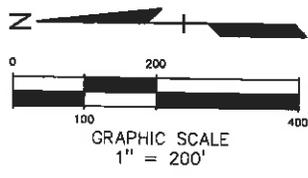
CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1"= 200'	JOB No: 2012-059
	DATE: 3-14-13	DWG. No: 4 of 6

OVERALL SKETCH OF STORM SEWER EASEMENTS



CENTERLINE OF 20 FOOT WIDE STORM SEWER EASEMENT 2 (SEE SHEET 3)

CENTERLINE OF 20 FOOT WIDE STORM SEWER EASEMENT 3 (SEE SHEET 4)



WEST 1/4 CORNER SECTION 12 T.2N., R.11E. (60' HALF WIDTH - PUBLIC) TROY TWP., OAKLAND COUNTY, MI

SOUTHWEST CORNER SECTION 12 T.2N., R.11E. CITY OF TROY, OAKLAND COUNTY, MI

PROFESSIONAL ENGINEERING ASSOCIATES
 2430 Rochester Ct. Suite 100
 Troy, MI 48063-1872
 (248) 689-9090

CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1" = 200'	JOB No: 2012-059
	DATE: 3-14-13	DWG. No: 1 of 6

WARRANTY DEED

Sidwell # 88-20-12-301-001 & 002 (part of)
Resolution #

The Grantor(s) JOHN R LAND, LLC, a Michigan limited liability company, whose address is: 6939 19 Mile Road, Sterling Heights, MI 48314 convey(s) and warrant(s) to the City of Troy, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road,, Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to:

Dated this 29th day of MARCH, 2013.

JOHN R LAND, LLC
a Michigan limited liability company

By [Signature]
Gary Tadian
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2013, by Gary Tadian, Member, of JOHN R LAND, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of OAKLAND

Notary Public, Oakland County, MI
My commission expires: 10-14-16
Acting Oakland County, MI

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48034	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel # 88-20-12-301-001 & 002 (part of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF DETENTION BASIN

LEGAL DESCRIPTION DETENTION BASIN

Land in part of the Southwest 1/4 of Section 12, T.2N., R.11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records and also part of the unplatted land north of said Lot 28, being more particularly described as;

Commencing at the West quarter corner of said Section 12, thence N88°02'09"E, 60.04 feet to the east right-of-way line of John R road (60 foot half width) also being the POINT OF BEGINNING;

thence N88°02'09"E, 26.53 feet;

thence S40°11'04"E, 185.73 feet to the northerly line of Proposed Mayflower Drive (60' wide);

thence along said northerly line the following 3 courses:

1. 35.65 feet along the arc of a curve to the left, having a radius of 41.00 feet, a central angle of 49°49'35", and a chord which bears S24°54'09"W, 34.54 feet;
2. S00°00'39"E, 84.39 feet
3. N89°58'00"W, 131.98 feet to the east line of John R. Road (60 foot half width - public)

thence along said east line N00°02'00"E, 256.63' to the POINT OF BEGINNING, containing ±0.635 acres, more or less.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:

JOHN R. LAND, LLC
825 KENNESAW STREET
BIRMINGHAM, MI., 48009

SCALE: 1"= 100'

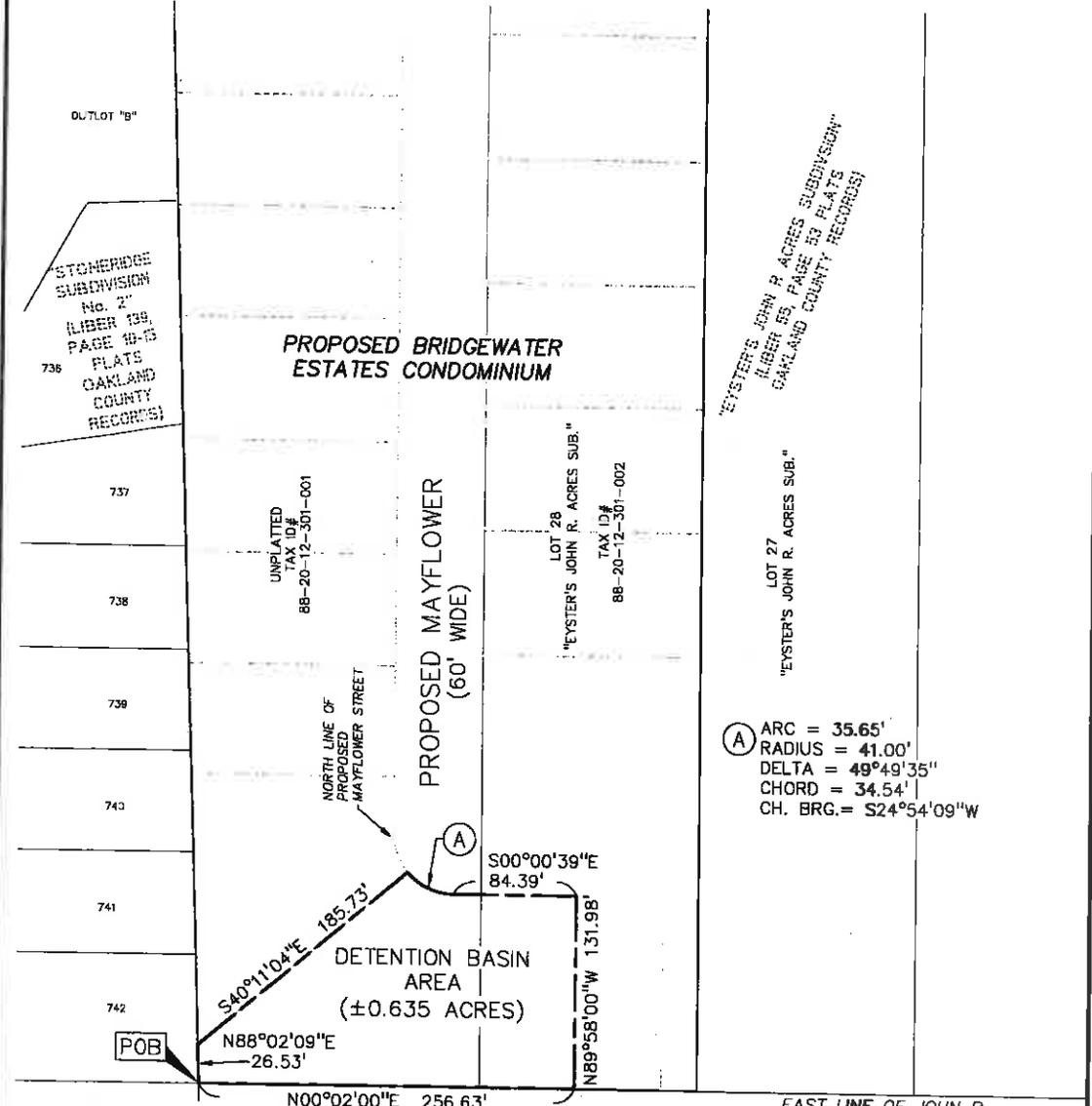
JOB No: 2012-059

DATE: 3-25-13

DWG. No: 2 of 2

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

SKETCH OF DETENTION BASIN



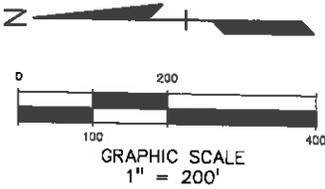
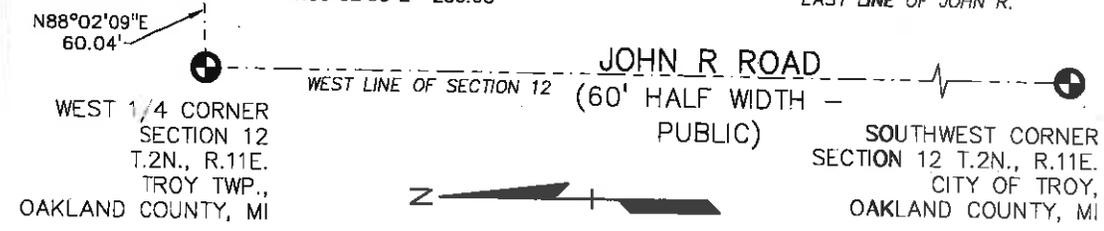
STONERIDGE SUBDIVISION No. 2" LIBER 139, PAGE 10-13 PLATS OAKLAND COUNTY RECORDS

PROPOSED BRIDGEWATER ESTATES CONDOMINIUM

PROPOSED MAYFLOWER (60' WIDE)

LOT 28 "EYSTER'S JOHN R. ACRES SUB." TAX ID# 88-20-12-301-002

Ⓐ ARC = 35.65'
 RADIUS = 41.00'
 DELTA = 49°49'35"
 CHORD = 34.54'
 CH. BRG. = S24°54'09"W



PROFESSIONAL ENGINEERING ASSOCIATES
 2430 Rochester Ct. Suite 100
 Troy, MI 48083-1872
 (248) 688-9090

CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1" = 100'	JOB No: 2012-059
	DATE: 3-25-13	DWG. No: 1 of 2

WARRANTY DEED

Sidwell # 88-20-12-301-001 & 002 (part of)
Resolution #

The Grantor(s) JOHN R LAND, LLC, a Michigan limited liability company, whose address is: 6939 19 Mile Road, Sterling Heights, MI 48314 convey(s) and warrant(s) to the City of Troy, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road,, Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to:

Dated this 29th day of March, 2013.

JOHN R LAND, LLC
a Michigan limited liability company

By [Signature]
Gary Tadian
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29th day of March, 2013, by Gary Tadian, Member, of JOHN R LAND, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]

JANET M PARSONS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 10-14-2016
Acting in the County of Oakland

Notary Public, Oakland County, MI
My commission expires: 10-14-16
Acting Oakland County, MI

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel #88-20-12-301-001 & 002 (part of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF PROPOSED RIGHT-OF-WAY

LEGAL DESCRIPTION

PROPOSED ROAD RIGHT-OF-WAY

Land in the southwest 1/4 of Section 12, T.2N., R.11E., City of Troy, Oakland County, Michigan, being part of Lot 28, "Eyster's John R. Acres Subdivision", as recorded in Liber 55 of Plats, Page 53, Oakland County Records and also part of the unplatted land north of said Lot 28, whose centerline is more particularly described as;

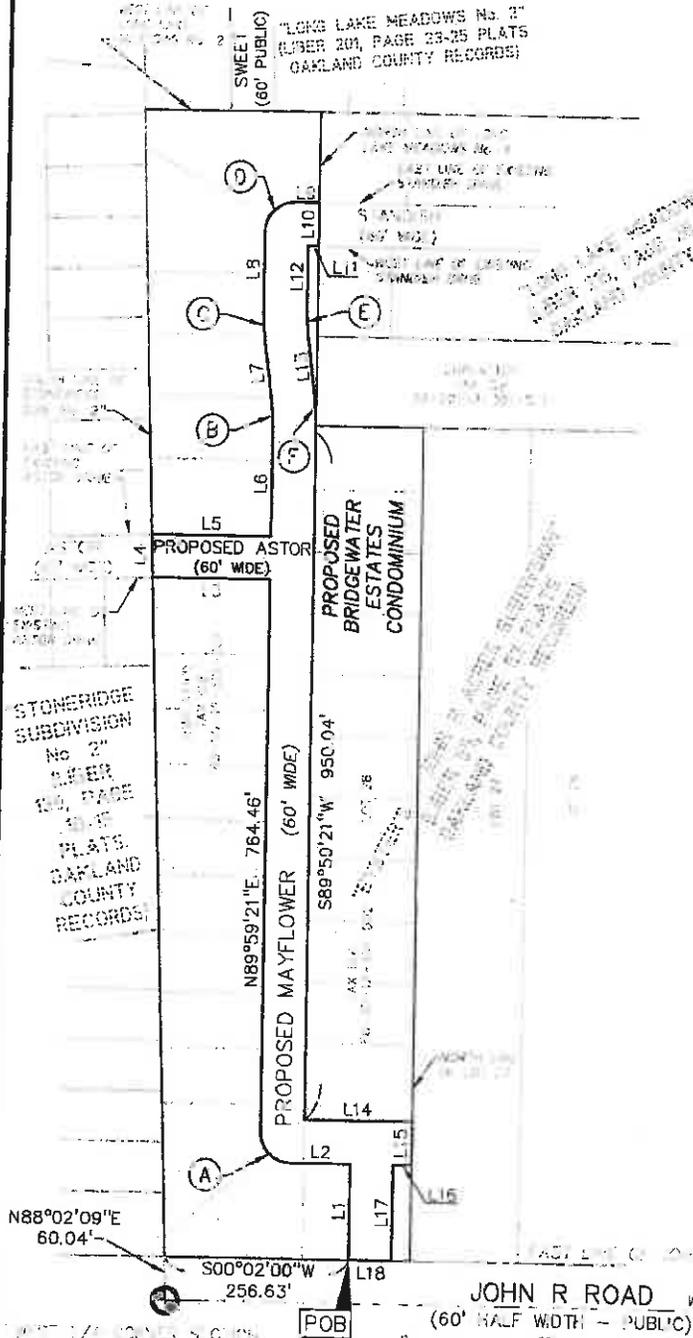
Commencing at the West Quarter Corner of said Section 12, thence N88°02'09"E, 60.04 feet to the east right-of-way line of John R road (60 foot half width); thence along said right-of-way, S00°02'00"W, 256.63' to the POINT OF BEGINNING;

- thence S89°58'00"E, 131.98 feet;
- thence N00°00'39"W, 84.39 feet;
- thence 64.40 feet along the arc of a curve to the right, having a radius of 41.00 feet, a central angle of 90°00'00", and a chord which bears N44°59'21"E, 57.98 feet;
- thence N89°59'21"E, 764.46 feet;
- thence N00°00'39"W, 163.31 feet to a point on the south line of "Stoneridge Subdivision No. 2" as recorded in Liber 139 of Plats, Pages 10-15, Oakland County Records, said point also being on the west line of existing Astor Drive (60' wide - public);
- thence N88°02'09"E, 60.03 feet along said south line of "Stoneridge Subdivision No. 2" to a point on the east line of existing Astor Drive (60' wide - public);
- thence S00°00'39"E, 165.36 feet;
- thence N89°59'21"E, 144.58 feet;
- thence 44.71 feet along the arc of a curve to the left, having a radius of 370.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 44.68 feet;
- thence N83°03'57"E, 76.04 feet;
- thence 51.96 feet along the arc of a curve to the right, having a radius of 430.00 feet, a central angle of 06°55'25", and a chord which bears N86°31'39"E, 51.93 feet;
- thence N89°59'21"E, 104.27 feet;
- thence 64.59 feet along the arc of a curve to the right, having a radius of 41.00 feet, a central angle of 90°15'42", and a chord which bears S44°52'48"E, 58.11 feet;
- thence S00°15'03"W, 33.81 feet to a point on the north line of "Long Lake Meadows No. 4", as recorded in Liber 215 of Plats, Pages 26-28, Oakland County Records, said point also being on the east line of existing Standish Drive (60' wide - public);
- thence S89°59'21"W, 60.00 feet along said north line of "Long Lake Meadows No. 4" to a point on the west line of existing Standish Drive (60' wide - public);
- thence N00°15'03"E, 15.00 feet;
- thence S89°59'21"W, 85.18 feet;
- thence 44.71 feet along the arc of a curve to the left, having a radius of 370.00 feet, a central angle of 06°55'25", and a chord which bears S86°31'39"W, 44.68 feet;
- thence S83°03'57"W, 76.04 feet;
- thence 51.96 feet along the arc of a curve to the right, having a radius of 430.00 feet, a central angle of 06°55'25", and a chord which bears S86°31'39"W, 51.93 feet;
- thence S89°59'21"W, 950.04 feet;
- thence S00°00'39"E, 149.85 feet to the north line of Lot 27 of said "Eyster's John R. Acres Subdivision" as recorded in Liber 55 of Plats, Page 53, Oakland County Records;
- thence S89°59'21"W, 60.00 feet along said north line;
- thence N00°00'39"W, 24.46 feet;
- thence N89°58'00"W, 132.02 feet to the east right-of-way line of John R road (60 foot half width);
- thence along said east line, N00°02'00"E, 60.00 feet to the POINT OF BEGINNING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

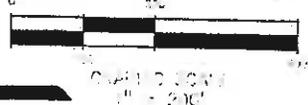
CLIENT: JOHN R. LAND, LLC 625 KENNESAW STREET BIRMINGHAM, MI., 48009	SCALE: 1"= 200'	JOB No: 2012-059	2430 Rochester Ct. Suite 100 Troy, MI 48063-1872 (248) 689-9090
	DATE: 10-22-13	DWG. No: 2 of 2	

SKETCH OF PROPOSED RIGHT-OF-WAY



- (A) ARC = 64.40'
RADIUS = 41.00'
DELTA = 90°00'00"
CHORD = 57.98'
CH. BRG. = N44°59'21"E
- (B) ARC = 44.71'
RADIUS = 370.00'
DELTA = 06°55'25"
CHORD = 44.68'
CH. BRG. = N86°31'39"E
- (C) ARC = 51.96'
RADIUS = 430.00'
DELTA = 06°55'25"
CHORD = 51.93'
CH. BRG. = N86°31'39"E
- (D) ARC = 64.59'
RADIUS = 41.00'
DELTA = 90°15'42"
CHORD = 58.11'
CH. BRG. = S44°52'48"E
- (E) ARC = 44.71'
RADIUS = 370.00'
DELTA = 06°55'25"
CHORD = 44.68'
CH. BRG. = S86°31'39"W
- (F) ARC = 51.96'
RADIUS = 430.00'
DELTA = 06°55'25"
CHORD = 51.93'
CH. BRG. = S86°31'39"W

LINE TABLE		
LINE	BEARING	DIST
L1	S89°58'00"E	131.98
L2	N00°00'39"W	84.39
L3	N00°00'39"W	163.31
L4	N88°02'09"E	60.03
L5	S00°00'39"E	165.36
L6	N89°59'21"E	144.58
L7	N83°03'57"E	76.04
L8	N89°59'21"E	104.27
L9	S00°15'03"W	33.81
L10	S89°59'21"W	60.00
L11	N00°15'03"E	15.00
L12	S89°59'21"W	85.18
L13	S83°03'57"W	76.04
L14	S00°00'39"E	149.85
L15	S89°59'21"W	60.00
L16	N00°00'39"W	24.46
L17	N89°58'00"W	132.02
L18	N00°02'00"E	60.00



PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct Suite 100
Troy, MI 48063-1672
(248) 689-8090

CLIENT: JOHN R. LAND, LLC
625 KENNESAW STREET
BIRMINGHAM, MI, 48009

SCALE: 1" = 200'

DATE: 3-21-13

JOB No: 2012-059

DWG. No: 1 of 2



CITY COUNCIL AGENDA ITEM

Date: October 25, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Permanent Easements and Warranty Deeds for Oak Forest Site Condominium - Sidwell #88-20-11-226-007 and 88-20-11-201-026 & 015

History

As part of the development of the Oak Forest Site Condominium located in the northeast ¼ of Section 11, the Engineering department has received two warranty deeds for right-of-way and detention basin, six permanent easements for public utilities, clear vision and greenbelt, and a temporary easement for detention basin access from Oak Forest, LLC, owner of the property having Sidwell #88-20-11-226-007 and 88-20-11-201-026 & 015,

The format and content of these easements and warranty deeds is consistent with conveyances previously accepted by City Council.

Financial

The consideration amount on each document is \$1.00

Recommendation

City Management recommends that City Council accept the attached easements and warranty deeds consistent with our policy of accepting easements and warranty deeds for development and improvement purposes.



764

0 382

764 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

WARRANTY DEED

Sidwell # 20-11-226-007, 20-11-201-026 & 015
Resolution #

The Grantor(s) OAK FOREST, LLC, a Michigan limited liability company, whose address is: 5877 Livernois, Troy, MI 48068 convey(s) and warrant(s) to the City of Troy, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to

MORTGAGE OF RECORD

Dated this 7th day of FEB, 2013.

OAK FOREST, LLC, a Michigan limited liability company

By Joel A. Garrett
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7th day of February, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company, on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Macomb
My Commission Expires Mar. 19, 2013
Acting in the County of Oakland

Notary Public, _____ County, MI
My commission expires: _____
Acting in _____ County, MI

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel #20-11-226-007, 20-11-201-026 & 015 (pt of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF DESCRIPTION
"PROPOSED OAK FOREST R-O-W DEDICATION"

LEGAL DESCRIPTION:

RIGHT-OF WAY AREA - OAK FOREST DRIVE AND BLACK OAK DRIVE (60 FEET WIDE)

Land in part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet; thence N89°41'38"W, 60.00 feet to the northeast corner of "Oak Forest Site Condominium"; thence continuing N89°41'38"W, 152.36 feet along the north line of said "Oak Forest Site Condominium" to the Point of Beginning;

thence S00°18'22"W, 20.03 feet;
 thence S89°41'38"E, 152.47 feet;
 thence S00°00'00"W, 60.00 feet;
 thence N89°41'38"W, 152.79 feet;
 thence S00°18'22"W, 33.33 feet;
 thence 6.97 feet along the arc of a curve to the left, having a radius of 28.00 feet, a central angle of 14°15'22", and a chord which bears S06°49'19"E, 6.95 feet;
 thence 109.18 feet along the arc of a curve to the right, having a radius of 60.00 feet, a central angle of 104°15'22", and a chord which bears S38°10'41"W, 94.73 feet;
 thence N89°41'38"W, 999.32 feet;
 thence 133.42 feet along the arc of a curve to the left, having a radius of 245.00 feet, a central angle of 31°12'10", and a chord which bears S74°42'17"W, 131.78 feet;
 thence S59°06'12"W, 174.81 feet;
 thence 49.89 feet along the arc of a curve to the right, having a radius of 305.00 feet, a central angle of 09°22'19", and a chord which bears S63°47'21"W, 49.83 feet;
 thence non tangent from said curve N00°52'17W, 65.28 feet;
 thence 17.02 feet along the arc of a non-tangent curve to the left, having a radius of 245.00 feet, a central angle of 03°58'45", and a chord which bears N61°05'35"E, 17.01 feet;
 thence N59°06'12"E, 174.81 feet;
 thence 166.10 feet along the arc of a curve to the right, having a radius of 305.00 feet, a central angle of 31°12'10", and a chord which bears N74°42'17"E, 164.06 feet;
 thence S89°41'38"E, 155.11 feet;
 thence N00°18'22"E, 135.03 feet;
 thence S89°41'38"E, 60.00 feet;
 thence S00°18'22"W, 135.03 feet;
 thence S89°41'38"E, 781.50 feet;
 thence N00°18'22"E, 135.03 feet;
 thence S89°41'38"E, 60.00 feet to the Point of Beginning.

PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 688-9090

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48068

SCALE: 1" = 150'

JOB No: 2000250

DATE: 2-04-13

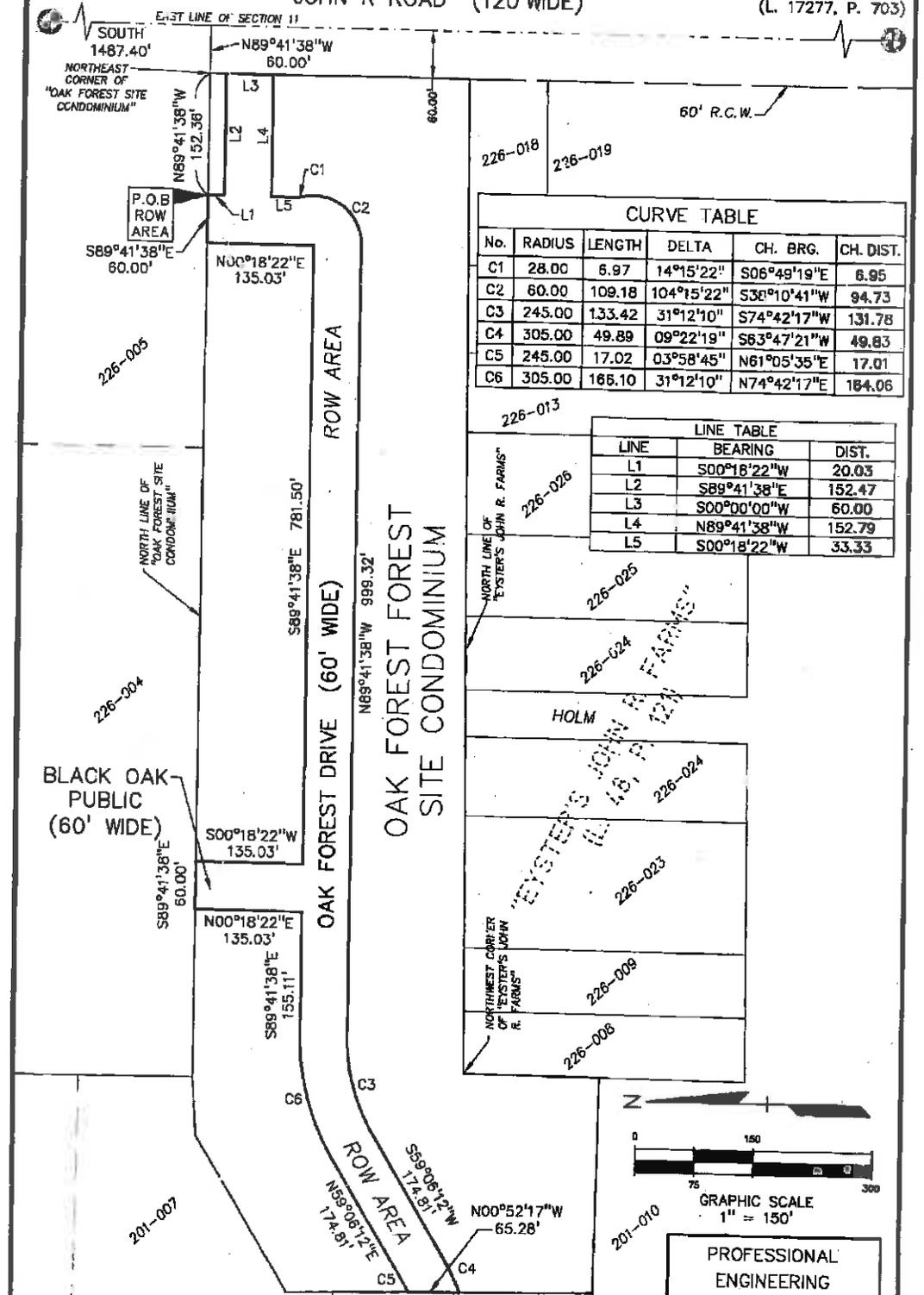
DWG. No: 2 of 2

NORTHEAST
CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

SKETCH OF DESCRIPTION "PROPOSED OAK FOREST R-O-W DEDICATION"

EAST 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L. 17277, P. 703)

JOHN R ROAD (120' WIDE)



226-018 226-019

CURVE TABLE					
No.	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	28.00	6.97	14°15'22"	S06°49'19"E	6.95
C2	60.00	109.18	104°15'22"	S38°10'41"W	94.73
C3	245.00	133.42	31°12'10"	S74°42'17"W	131.78
C4	305.00	49.89	09°22'19"	S63°47'21"W	49.83
C5	245.00	17.02	03°58'45"	N61°05'35"E	17.01
C6	305.00	166.10	31°12'10"	N74°42'17"E	164.06

226-013

LINE TABLE		
LINE	BEARING	DIST.
L1	S00°18'22"W	20.03
L2	S89°41'38"E	152.47
L3	S00°00'00"W	60.00
L4	N89°41'38"W	152.79
L5	S00°18'22"W	33.33

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 2-04-13

JOB No: 2000250
DWG. No: 1 of 2

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

WARRANTY DEED

Sidwell # 20-11-226-007, 20-11-201-026 & 015
Resolution #

The Grantor(s) OAK FOREST, LLC, a Michigan limited liability company, whose address is: 5877 Livernois, Troy, MI 48098 convey(s) and warrant(s) to the City of Troy, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to

MORTGAGE OF RECORD

Dated this 23rd day of JANUARY, 2013.

OAK FOREST, LLC, a Michigan limited liability company

By Joel A. Garrett
Joel A. Garrett
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company, on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Macomb
My Commission Expires Mar. 1, 2015
Acting in the County of OAKLAND
Notary Public, _____ County, MI
My Commission Expires: _____
Acting in _____ County, MI

County Treasurer's Certificate		City Treasurer's Certificate	
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084	

Tax Parcel #20-11-226-007, 20-11-201-026 & 015 (pt of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
DETENTION AREA

LEGAL DESCRIPTION:

DETENTION AREA EASEMENT

A Detention Area Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence continuing SOUTH 327.94 feet to the northeast corner of "Eyster's John R. Farms" as recorded in Liber 48, Page 121 O.C.R.; thence S89°37'38"W, 1315.65 feet along the north line of said "Eyster's John R. Farms" to the northwest corner of said "Eyster's John R. Farms" and the Point of Beginning;

thence S00°31'42"W, 172.05 feet along the west line of said "Eyster's John R. Farms";

thence N89°02'22"W, 272.08 feet;

thence N00°52'17"W, 169.23 feet;

thence 26.29 feet along the arc of a non-tangent curve to the left, having a radius of 305.00 feet, a central angle of 04°56'21", and a chord which bears N66°00'20"E, 26.28 feet;

thence S30°53'48"E, 125.91 feet;

thence N59°06'12"E, 153.00 feet;

thence N73°07'15"E, 58.78 feet to the Point of Beginning.



David E. Cole

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester CL Suite 100
Troy, MI 48063-1872
(248) 689-9090

CLIENT: OAK FOREST LLC. 5877 LIVERNOIS ROAD SUITE 103 TROY, MICHIGAN 48098	SCALE: 1" = 150'	JOB No: 2000250
	DATE: 10-9-12	DWG. No: 2 of 2

PERMANENT EASEMENT

Sidwell #88-20-11-226-007 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace a **watermain**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed HIS signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Macomb
My Commission Expires Mar. 19, 2013
Acting in the County of OAKLAND

Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
20' WIDE WATER MAIN

LEGAL DESCRIPTION:

20 FOOT WIDE WATER MAIN EASEMENT

A 20 foot wide Water Main Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence continuing SOUTH 327.94 feet to the Northeast corner of "Eyster's John R. Farms" as recorded in Liber 48, Page 121 O.C.R.; thence S89°37'38"W, 876.65 feet along the north line of said "Eyster's John R. Farms" to the Point of Beginning;

thence N00°18'22"E, 143.30 feet to the Point of Ending.



David E. Cole

CLIENT:
OAK FOREST LLC,
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'

JOB No: 2000250

DATE: 10-9-12

DWG. No: 2 of 2

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 688-8090

PERMANENT EASEMENT

Sidwell #20-11-226-007, #20-11-201-026 & 015 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed His signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Macomb
My Commission Expires Mar. 19, 2013
Acting in the County of OAKLAND

Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
10' WIDE PRIVATE UTILITIES

LEGAL DESCRIPTION:

10 FOOT WIDE UTILITY EASEMENT "A"

A 10 foot wide Utility Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 60.00 feet; thence SOUTH, 110.03 feet to the Point of Beginning;

thence N89°41'38"W, 122.95 feet;
 thence S00°18'22"W, 3.08 feet;
 thence 163.51 feet along the arc of a non-tangent curve to the right, having a radius of 90.00 feet, a central angle of 104°05'46", and a chord which bears S38°15'29"W, 141.93 feet;
 thence N89°41'38"W, 840.69 feet;
 thence N00°18'22"E, 5.00 feet;
 thence N89°41'38"W, 158.63 feet;
 thence 119.81 feet along the arc of a curve to the left, having a radius of 220.00 feet, a central angle of 31°12'10", and a chord which bears S74°42'17"W, 118.33 feet;
 thence S59°06'12"W, 174.81 feet;
 thence 63.35 feet along the arc of a curve to the right, having a radius of 330.00 feet, a central angle of 10°59'58", and a chord which bears S64°36'11"W, 63.26 feet to the Point of Ending.

LEGAL DESCRIPTION:

10 FOOT WIDE UTILITY EASEMENT "B"

A 10 foot wide Utility Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 277.36 feet to the Point of Beginning;

thence S00°18'22"W, 130.03 feet;
 thence N89°41'38"W, 776.50 feet to the Point of Ending.

LEGAL DESCRIPTION:

David E. Cole



10 FOOT WIDE UTILITY EASEMENT "C"

A 10 foot wide Utility Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 1113.86 feet; thence S00°18'22"W, 130.03 feet to the Point of Beginning;

thence N89°41'38"W, 155.11 feet;
 thence 168.82 feet along the arc of curve to the left, having a radius of 310.00 feet, a central angle of 31°12'10", and a chord which bears S74°42'17"W, 166.74 feet;
 thence S59°06'12"W, 174.81 feet;
 thence 14.22 feet along the arc of a curve to the right, having a radius of 240.00 feet, a central angle of 03°23'40", and a chord which bears S60°48'02"W, 14.22 feet to the Point of Ending.

CLIENT:
 OAK FOREST LLC.
 5877 LIVERNOIS ROAD SUITE 103
 TROY, MICHIGAN 48098

SCALE: 1" = 150'
 DATE: 10-8-12
 JOB No: 2000250
 DWG. No: 2 of 2

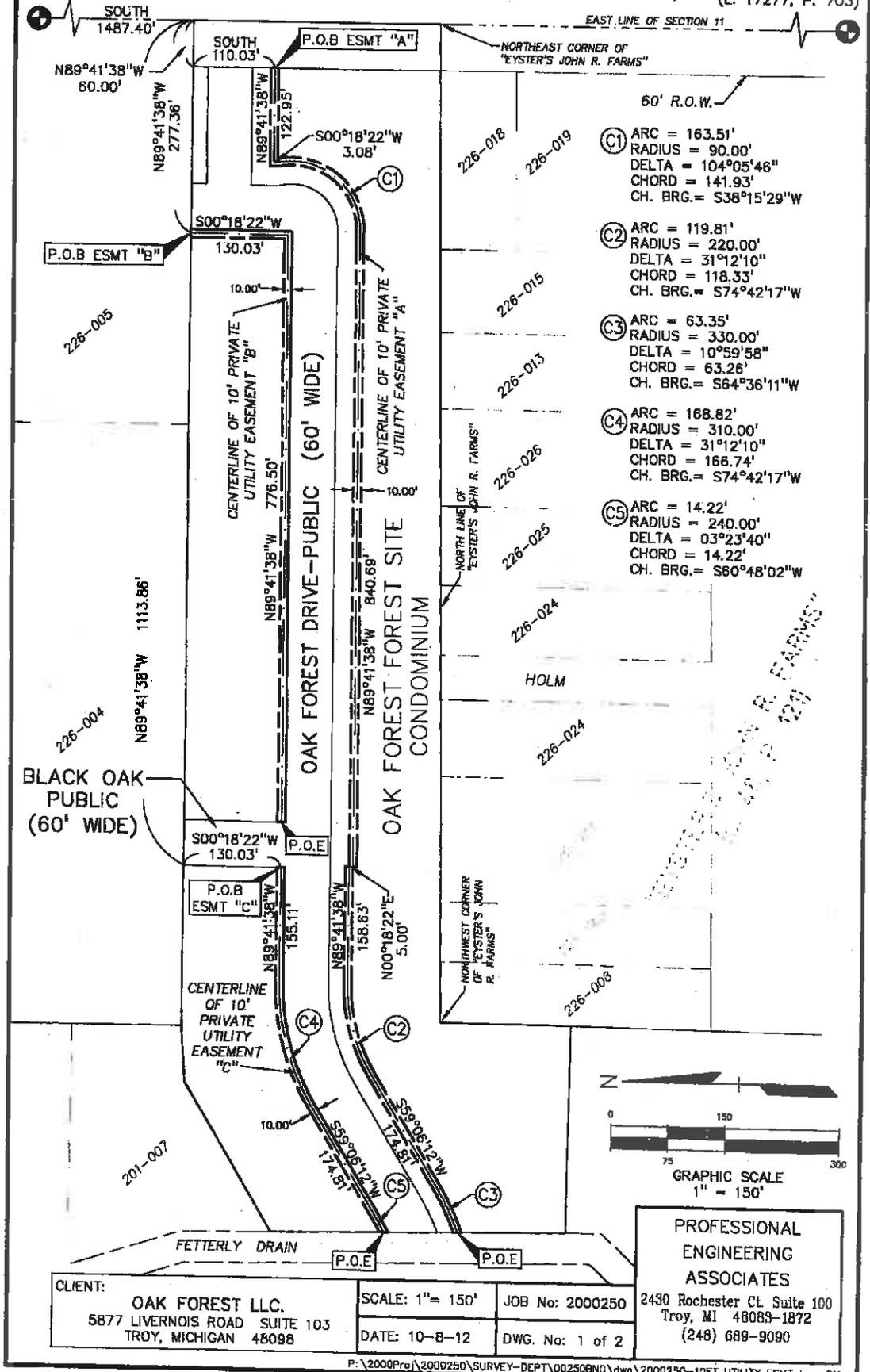
PROFESSIONAL
 ENGINEERING
 ASSOCIATES
 2430 Rochester Ct. Suite 100
 Troy, MI 48063-1872
 (248) 689-9090

NORTHEAST CORNER SECTION 11 T.2N., R.11E. (L.17277, P.665)

SKETCH OF EASEMENT
10' WIDE PRIVATE UTILITIES

JOHN R ROAD (VARIABLE WIDTH)

EAST 1/4 CORNER SECTION 11 T.2N., R.11E. (L. 17277, P. 703)



- (C1) ARC = 163.51'
RADIUS = 90.00'
DELTA = 104°05'46"
CHORD = 141.93'
CH. BRG. = S38°15'29"W
- (C2) ARC = 119.81'
RADIUS = 220.00'
DELTA = 31°12'10"
CHORD = 118.33'
CH. BRG. = S74°42'17"W
- (C3) ARC = 63.35'
RADIUS = 330.00'
DELTA = 10°59'58"
CHORD = 63.28'
CH. BRG. = S64°36'11"W
- (C4) ARC = 168.82'
RADIUS = 310.00'
DELTA = 31°12'10"
CHORD = 166.74'
CH. BRG. = S74°42'17"W
- (C5) ARC = 14.22'
RADIUS = 240.00'
DELTA = 03°23'40"
CHORD = 14.22'
CH. BRG. = S60°48'02"W

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48068

SCALE: 1" = 150'
DATE: 10-8-12
JOB No: 2000250
DWG. No: 1 of 2

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

PERMANENT EASEMENT

Sidwell #20-11-226-007, #20-11-201-026 & 015 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **storm and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed His signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 19, 2013
Acting in the County of OAKLAND

Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
12' WIDE DRAINAGE

LEGAL DESCRIPTION:

12 FOOT WIDE DRAINAGE EASEMENT "A"

A 12 foot wide Drainage Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 60.00 feet; thence SOUTH, 80.03 feet; thence N89°41'38"W, 152.79 feet; thence S00°18'22"W, 33.33 feet; thence 6.97 feet along the arc of a curve to the left, having a radius of 28.00 feet, a central angle of 14°15'22", and a chord which bears S06°49'19"E, 6.95 feet; thence 43.95 feet along the arc of a curve to the right, having a radius of 60.00 feet, a central angle of 41°58'03", and a chord which bears S07°02'01"W, 42.97 feet to the Point of Beginning;

thence S60°04'20"E, 162.00 feet to the Point of Ending.

LEGAL DESCRIPTION:

12 FOOT WIDE DRAINAGE EASEMENT "B"

A 12 foot wide Drainage Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence continuing SOUTH 327.94 feet to the Northeast corner of "Eyster's John R. Farms" as recorded in Liber 48, Page 121 O.C.R.; thence S89°37'38"W, 331.02 feet along the north line of said "Eyster's John R. Farms"; thence N00°22'22"W, 6.00 feet to the Point of Beginning;

thence S89°37'38"W, 985.50 feet;
thence S73°07'15"W, 60.38 feet;
thence S59°06'12"W, 4.80 feet to the Point of Ending.

LEGAL DESCRIPTION:

12 FOOT WIDE DRAINAGE EASEMENT "C"

A 12 foot wide Drainage Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence N89°41'38"W, 374.36 feet along the north line of said "Oak Forest Site Condominium" to the Point of Beginning;

thence S00°18'22"W, 135.03 feet to the Point of Ending.

PROFESSIONAL
ENGINEERING
ASSOCIATES

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1"= 150'

JOB No: 2000250

DATE: 11-17-12

DWG. No: 2 of 3

SKETCH OF EASEMENT
12' WIDE DRAINAGE

LEGAL DESCRIPTION:

12 FOOT WIDE DRAINAGE EASEMENT "D"

A 12 foot wide Drainage Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence N89°41'38"W, 959.86 feet along the north line of said "Oak Forest Site Condominium"; thence S00°18'22"W, 6.00 feet to the Point of Beginning;

thence S89°41'38"E, 157.00 feet;
thence S00°18'22"W, 129.03 feet to the Point of Ending.

LEGAL DESCRIPTION:

12 FOOT WIDE DRAINAGE EASEMENT "E"

A 12 foot wide Drainage Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence N89°41'38"W, 1286.38 feet along the north line of said "Oak Forest Site Condominium"; thence S00°18'22"W, 6.00 feet to the Point of Beginning;

thence N89°41'38"W, 39.95 feet;
thence S86°23'39"W, 72.06 feet;
thence S59°06'12"W, 222.42 feet;
thence S00°52'17"E, 148.74 feet to the Point of Ending.



David A. Neal

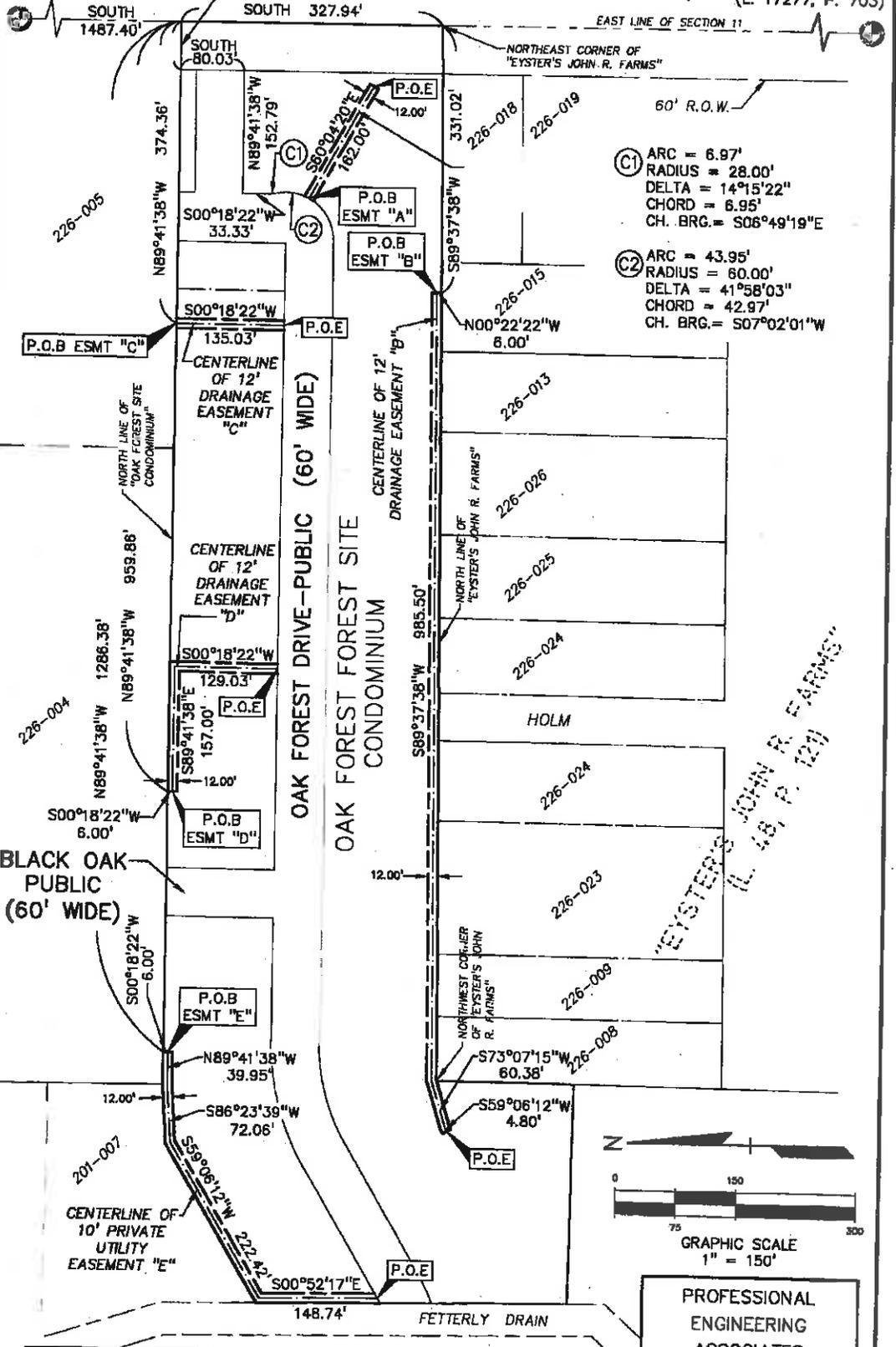
PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

CLIENT: OAK FOREST LLC. 5877 LIVERNOIS ROAD S-103 TROY, MICHIGAN 48098	SCALE: 1"= 150'	JOB No: 2000250
	DATE: 11-17-12	DWG. No: 3 of 3

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

SKETCH OF EASEMENT 12' WIDE DRAINAGE

EAST 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L. 17277, P. 703)



- (C1) ARC = 6.97'
RADIUS = 28.00'
DELTA = 14°15'22"
CHORD = 6.95'
CH. BRG. = S06°49'19"E
- (C2) ARC = 43.95'
RADIUS = 60.00'
DELTA = 41°58'03"
CHORD = 42.97'
CH. BRG. = S07°02'01"W

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 11-17-12
JOB No: 2000250
DWG. No: 1 of 3

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

PERMANENT EASEMENT

Sidwell #20-11-226-007, #20-11-201-026 & 015 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace **sanitary sewer**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA Notary Public, _____ County, Michigan
Notary Public, State of Michigan My Commission Expires _____
County of Macomb Acting in _____ County, Michigan
My Commission Expires Mar. 19, 2013
Acting in the County of OAKLAND

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
SANITARY SEWER

LEGAL DESCRIPTION:

SANITARY SEWER EASEMENT "A"

A variable width Sanitary Sewer Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 60.00 feet; thence SOUTH, 92.52 feet to the Point of Beginning, said point also being the centerline of a 25 foot wide Sanitary Sewer Easement;

thence along said centerline N89°41'38"W, 140.36 feet;
thence continuing along said centerline S00°18'22"W, 22.86 feet;
thence continuing along said centerline 133.77 feet along the arc of a non-tangent curve to the right, having a radius of 72.50 feet, a central angle of 105°42'54", and a chord which bears S37°26'55"W, 115.58 feet;
thence continuing along said centerline N89°41'38"W, 840.69 feet;
thence continuing along said centerline N00°18'22"E, 2.50 feet to a point on the centerline of a 20 foot wide Sanitary Sewer Easement;

thence along said centerline N89°41'38"W, 158.63 feet;
thence continuing along said centerline 127.98 feet along the arc of a curve to the left, having a radius of 235.00 feet, a central angle of 31°12'10", and a chord which bears S74°42'17"W, 126.40 feet;
thence along said centerline S59°06'12"W, 174.81 feet;
thence continuing along said centerline 44.58 feet along the arc of a curve to the right, having a radius of 315.00 feet, a central angle of 08°06'30", and a chord which bears S63°09'27"W, 44.54 feet;
thence continuing along said centerline, non-tangent from said arc S00°52'17"E, 162.72 feet to the Point of Ending.

159.72
OK

LEGAL DESCRIPTION:

SANITARY SEWER EASEMENT "B"

A 15 foot wide Sanitary Sewer Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence along said north line N89°41'38"W, 1121.36 feet to the Point of Beginning;

thence along said centerline S00°18'22"W, 135.03 feet to the Point of Ending.



David E. Cole

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 10-8-12

JOB No: 2000250
DWG. No: 2 of 2

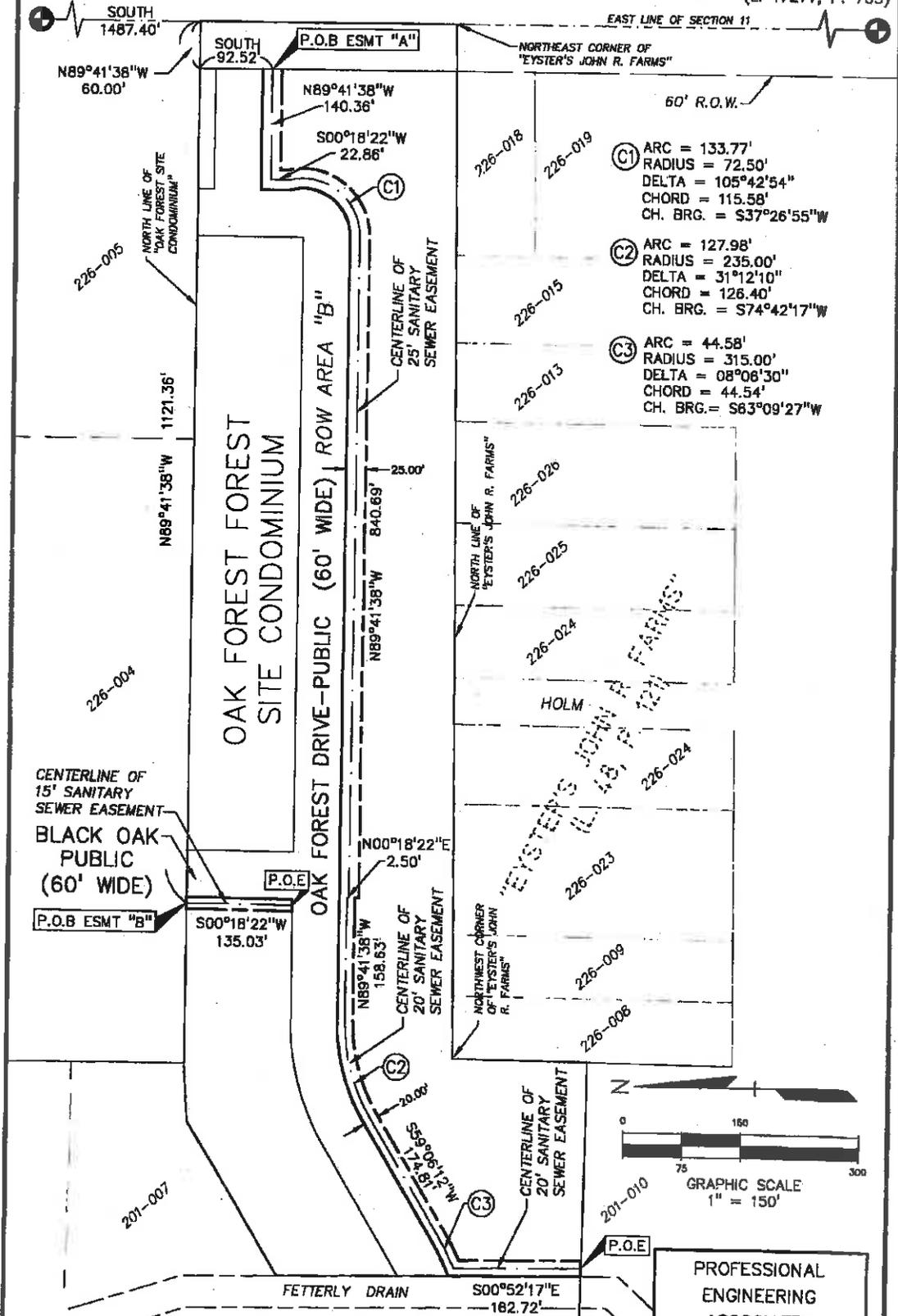
PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

SKETCH OF EASEMENT
SANITARY SEWER

JOHN R ROAD (VARIABLE WIDTH)

EAST 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L. 17277, P. 703)



- ① ARC = 133.77'
RADIUS = 72.50'
DELTA = 105°42'54"
CHORD = 115.58'
CH. BRG. = S37°26'55"W
- ② ARC = 127.98'
RADIUS = 235.00'
DELTA = 31°12'10"
CHORD = 126.40'
CH. BRG. = S74°42'17"W
- ③ ARC = 44.58'
RADIUS = 315.00'
DELTA = 08°06'30"
CHORD = 44.54'
CH. BRG. = S83°09'27"W

CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 10-8-12
JOB No: 2000250
DWG. No: 1 of 2

**PROFESSIONAL
ENGINEERING
ASSOCIATES**
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

PERMANENT EASEMENT

Sidwell #88-20-11-226-007 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee, the right to construct, operate, maintain, repair and/or replace a **clear vision easement**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Macomb
My Commission Expires Mar. 19, 2013
Acting in the County of OAKLAND

Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

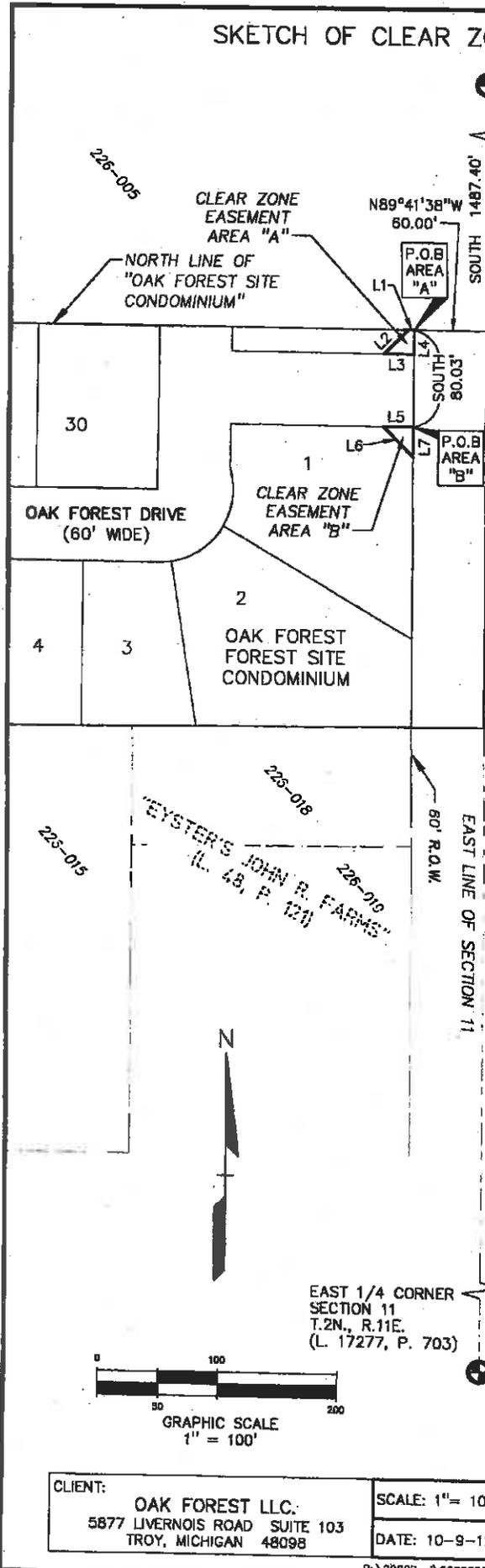
PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF CLEAR ZONE EASEMENTS



David E. Cole



NORTHEAST CORNER SECTION 11 T.2N., R.11E. (L.17277, P.665)

JOHN R ROAD (VARIABLE WIDTH)

LINE TABLE AREA "A"		
LINE	BEARING	DIST.
L1	N89°41'38"W	4.97
L2	S45°09'11"W	28.25
L3	S89°41'38"E	25.00
L4	NORTH	20.03

LINE TABLE AREA "B"		
LINE	BEARING	DIST.
L5	N89°41'38"W	25.00
L6	S44°50'49"E	35.45
L7	NORTH	25.00

LEGAL DESCRIPTION:

CLEAR ZONE EASEMENT AREA "A"

An Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the Northeast corner of said Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence N89°41'38"W, 60.00 feet along the north line of said "Oak Forest Site Condominium" to the Point of Beginning;

thence continuing N89°41'38"W, 4.97 feet along the north line of said "Oak Forest Site Condominium"; thence S45°09'11"W, 28.25 feet; thence S89°41'38"E, 25.00 feet; thence NORTH, 20.03 feet to the Point of Beginning.

LEGAL DESCRIPTION:

CLEAR ZONE EASEMENT AREA "B"

An Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, being more particularly described as:

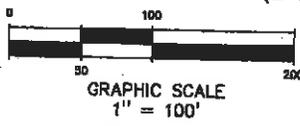
Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence N89°41'38"W, 60.00 feet along the north line of said "Oak Forest Site Condominium"; thence SOUTH, 80.03 feet to the Point of Beginning;

thence continuing N89°41'38"W, 25.00 feet; thence S44°50'49"E, 35.45 feet; thence NORTH, 25.00 feet to the Point of Beginning.

CLIENT: OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 100'
DATE: 10-9-12
JOB No: 2000250
DWG. No: 1 of 1

PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 889-9090



PERMANENT EASEMENT

Sidwell #20-11-226-007 & #20-201-026 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to construct, operate, maintain, repair and/or replace a **non-access greenbelt**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed HLS signature(s) this 23rd day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
*Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona

GINA T. WRONA
Notary Public, State of Michigan
County of Michigan
My Commission Expires: Mar. 19, 2013
Acting in the County: OAKLAND

Notary Public, _____ County, Michigan
My Commission Expires _____
Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF 15' NON-ACCESS
LANDSCAPE EASEMENT

LEGAL DESCRIPTION:

15 FOOT WIDE NON-ACCESS LANDSCAPE EASEMENT

A 15 foot wide Non-access Landscape Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence continuing SOUTH 327.94 feet to the Northeast corner of "Eyster's John R. Farms" as recorded in Liber 48, Page 121 O.C.R.; thence S89°37'38"W, 67.50 feet along the north line of said "Eyster's John R. Farms" to the Point of Beginning;

thence NORTH, 248.72 feet to the Point of Ending.



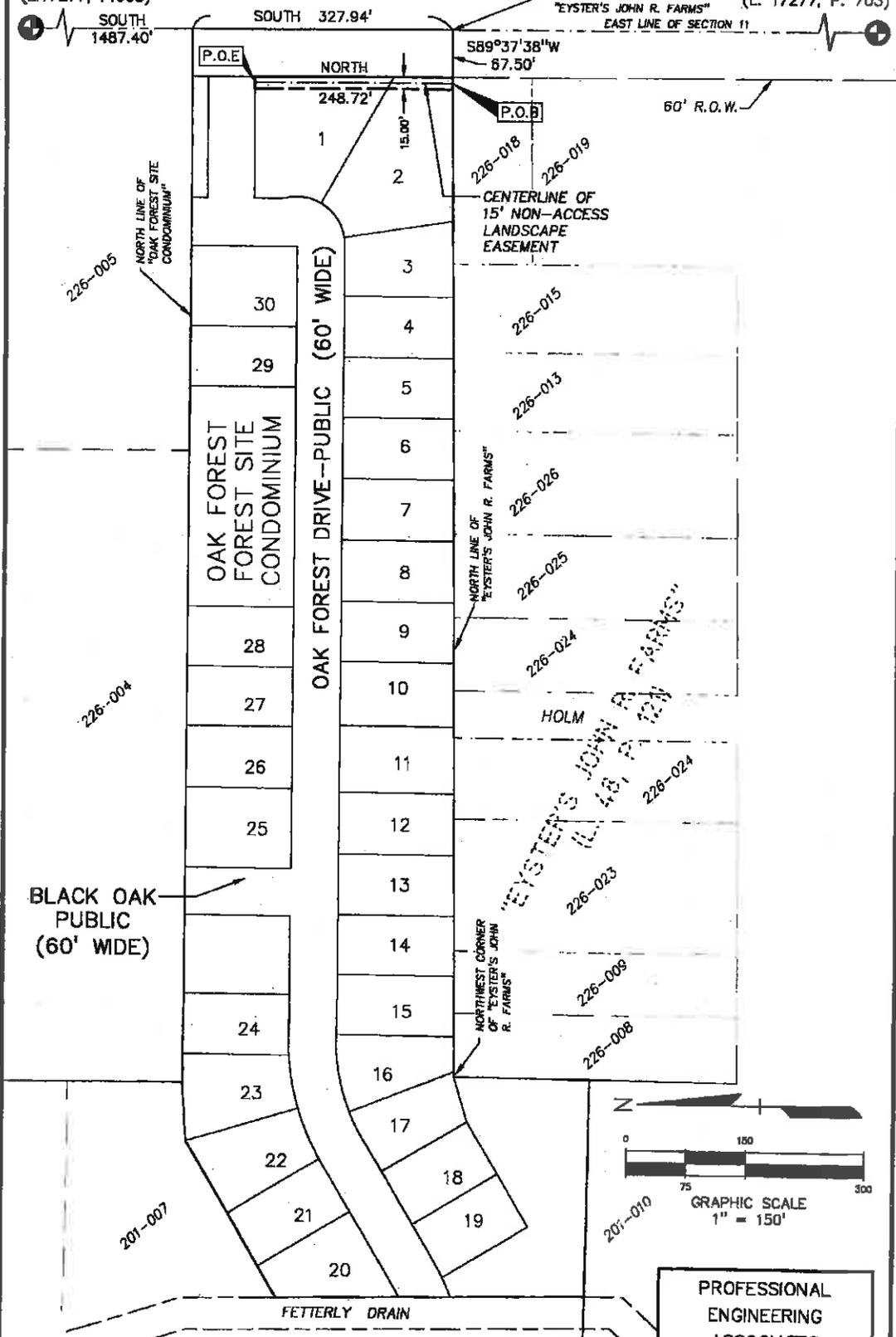
David E. Cohen

CLIENT: OAK FOREST LLC. 5877 LIVERNOIS ROAD SUITE 103 TROY, MICHIGAN 48098	SCALE: 1" = 150'	JOB No: 2000250	PROFESSIONAL ENGINEERING ASSOCIATES 2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090
	DATE: 10-9-12	DWG. No: 2 of 2	

NORTHEAST
CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

SKETCH OF 15' NON-ACCESS
LANDSCAPE EASEMENT
JOHN R ROAD (VARIABLE WIDTH)

EAST 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L. 17277, P. 703)



CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 10-9-12

JOB No: 2000250
DWG. No: 1 of 2

**PROFESSIONAL
ENGINEERING
ASSOCIATES**
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-0080

TEMPORARY DETENTION AREA ACCESS EASEMENT

Sidwell #20-11-226-007, #20-11-201-026 & 015 (pt of)
Resolution #

OAK FOREST, LLC, a Michigan limited liability company, Grantor(s), whose address is 5877 Livernois, Troy, MI 48098, for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right of ingress and egress for the purpose of maintenance, construction, repair and/or replacement of the detention area until such time as Oak Forest Drive is extended, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed HIS signature(s) this 23RD day of JANUARY A.D. 2013.

OAK FOREST, LLC
a Michigan limited liability company

By Joel A. Garrett (L.S.)
Joel A. Garrett
Its Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23RD day of JANUARY, 2013, by Joel A. Garrett, Member of Oak Forest, LLC, a Michigan limited liability company on behalf of the company.

Gina T. Wrona
GINA T. WRONA
Notary Public, State of Michigan, _____ County, Michigan
County of Macomb
My Commission Expires Mar. 19, 2013 My Commission Expires _____
Acting in the County of OAKLAND Acting in _____ County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT
TEMPORARY DETENTION AREA ACCESS

LEGAL DESCRIPTION:

TEMPORARY DETENTION AREA ACCESS EASEMENT

A Temporary Detention Area Access Easement over part of the Northeast 1/4 of Section 11, T. 2 N., R. 11 E., City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the Northeast corner of Section 11; thence along the east line of said Section 11 SOUTH, 1487.40 feet to a point on the north line of "Oak Forest Site Condominium"; thence continuing SOUTH 327.94 feet to the northeast corner of "Eyster's John R. Farms" as recorded in Liber 48, Page 121 O.C.R.; thence S89°37'38"W, 1315.65 feet along the north line of said "Eyster's John R. Farms" to the northwest corner of said "Eyster's John R. Farms"; thence S00°31'42"W, 172.05 feet along the west line of said "Eyster's John R. Farms"; thence N89°02'22"W, 272.08 feet; thence N00°52'17"W, 169.23 feet; thence 26.29 feet along the arc of a non-tangent curve to the left, having a radius of 305.00 feet, a central angle of 04°56'21", and a chord which bears N66°00'20"E, 26.28 feet to the Point of Beginning;

thence S30°53'48"E, 10.03 feet;
thence 23.59 feet along the arc of a curve to the left, having a radius of 315.00 feet, a central angle of 04°17'30", and a chord which bears N61°14'57"E, 23.59 feet;
thence N59°06'12"E, 47.93 feet;
thence N30°53'48"W, 10.00 feet;
thence S59°06'12"W, 47.93 feet;
thence 23.60 feet along the arc of a curve to the right, having a radius of 305.00 feet, a central angle of 04°25'58", and a chord which bears S61°19'11"W, 23.59 feet to the Point of Beginning.



David A. Wood

CLIENT: OAK FOREST LLC. 5877 LIVERNOIS ROAD SUITE 103 TROY, MICHIGAN 48098	SCALE: 1"= 150'	JOB No: 2000250
	DATE: 11-17-12	DWG. No: 2 of 2

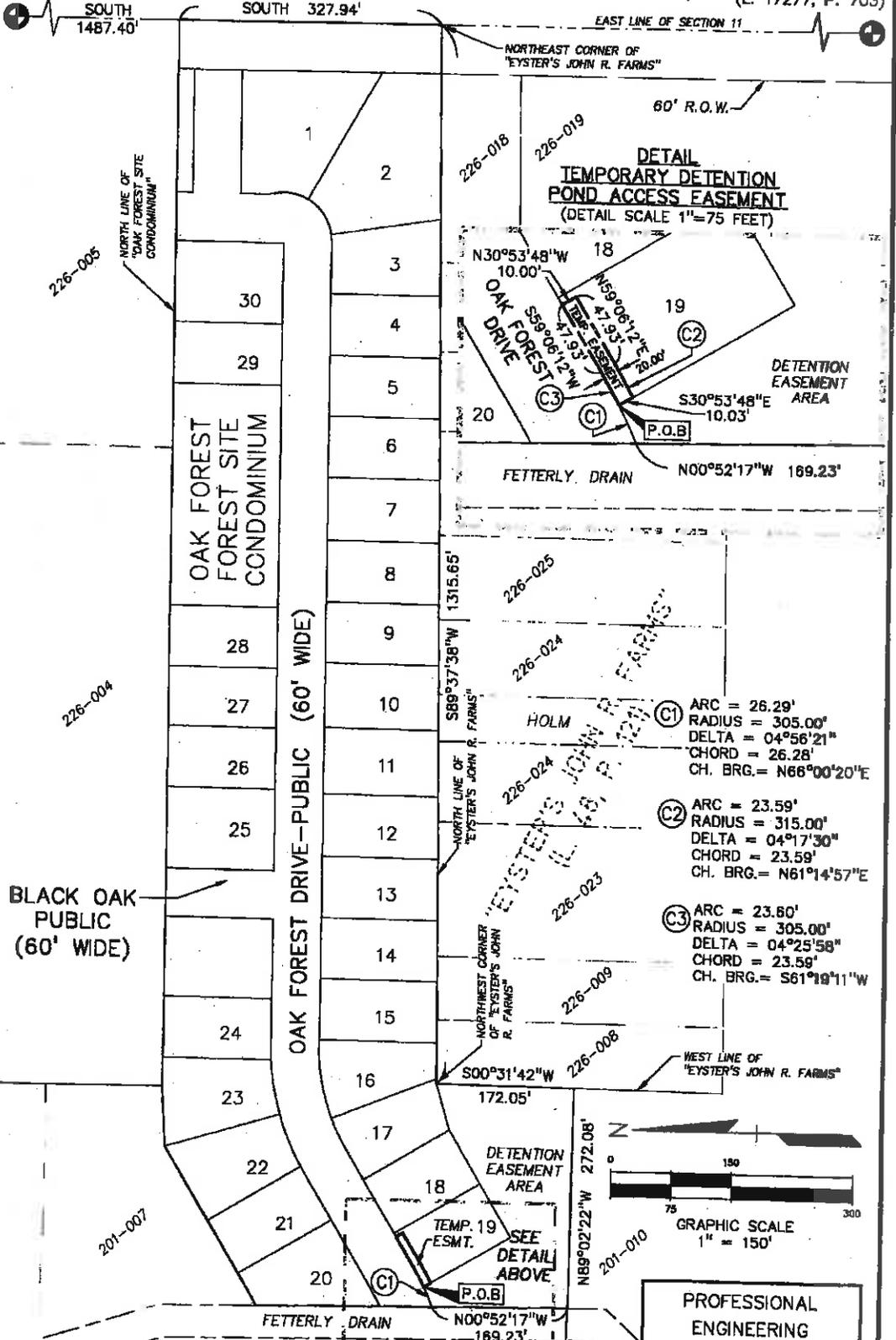
PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

NORTHEAST
CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

SKETCH OF EASEMENT
TEMPORARY DETENTION AREA ACCESS

EAST 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.703)

JOHN R ROAD (VARIABLE WIDTH)



CLIENT:
OAK FOREST LLC.
5877 LIVERNOIS ROAD SUITE 103
TROY, MICHIGAN 48098

SCALE: 1" = 150'
DATE: 11-17-12
JOB No: 2000250
DWG. No: 1 of 2

PROFESSIONAL
ENGINEERING
ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 688-8090



CITY COUNCIL AGENDA ITEM

Date: October 25, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Two Permanent Easements from Galleria of Troy, LLC
Sidwell #88-20-21-326-013

History

As part of the development of a commercial property located in the southwest $\frac{1}{4}$ of Section 21 at Big Beaver and Wilshire roads, the Engineering department has received two permanent easements for water mains and sanitary sewers from Galleria of Troy, LLC, owner of the property having Sidwell #88-20-21-326-013.

The format and content of these easements is consistent with easements previously accepted by City Council.

Financial

The consideration amount on each document is \$1.00

Recommendation

City Management recommends that City Council accept the attached easements consistent with our policy of accepting easements for development and improvement purposes.



764

0

382

764 Feet



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

PERMANENT EASEMENT

Sidwell #88-20-21-326-008⁰¹³ (pt of)

Galleria of Troy, LLC, a Michigan limited liability company, Grantor(s), whose address is 30500 Northwestern Highway, Suite 525, Farmington Hills, MI 48334 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace a water main, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said Improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed _____ signature(s) this 29TH day of MAY A.D. 2013.

Galleria of Troy, LLC, a Michigan limited liability company

By Majid Koza (L.S.)
* Majid Koza
It's Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29TH day of MAY, 2013, by Majid Koza, Member of Galleria of Troy, LLC, a Michigan limited liability company, on behalf of the company.

ALAN W. BASKINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 31, 2013
Acting in the County of OAKLAND

Alan W. Baskins
* ALAN W. BASKINS
Notary Public, OAKLAND County, Michigan
My Commission Expires 7/31/2013
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT - WATER MAIN

LEGAL DESCRIPTION - OVERALL PARCEL

(Per Seaver Title Agency, LLC, Commitment No. 83-12278273-SCM, Dated October 5, 2012)

The land referred to in this commitment is described as follows: City of Troy, County of Oakland, State of Michigan

Part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as: Commencing at the Southwest corner of said Section 21; thence North 87 degrees 28 minutes 55 seconds East along the South line of said Section 21, 1644.21 feet and North 02 degrees 31 minutes 05 seconds West, 102.00 feet to the North Right-of-Way line of Big Beaver (204 feet wide) and the POINT OF BEGINNING; thence along said line South 87 degrees 28 minutes 55 seconds West 386.22 feet to a point on the East Right-of-Way line of Wilshire Drive (120 feet wide); thence along said line; North 02 degrees 31 minutes 05 seconds West 198.00 feet; thence 234.99 feet along a curve to the right, radius 440.00 feet, central angle 30 degrees 36 minutes 01 seconds, chord bearing North 12 degrees 46 minutes 55 seconds East, 232.21 feet; thence North 28 degrees 04 minutes 56 seconds East 110.76 feet; thence 209.72 feet along a curve to the left, radius 510.00, central angle 23 degrees 33 minutes 41 seconds, chord bearing North 16 degrees 18 minutes 05 seconds East 208.25 feet; thence South 79 degrees 31 minutes 26 seconds East 370.39 feet to a point on the West Right-of-Way line of I-75; thence along said line South 30 degrees 30 minutes 43 seconds West 217.24 feet; thence South 02 degrees 42 minutes 49 seconds West 450.89 feet to the point of beginning.

LEGAL DESCRIPTION - 20 FOOT WIDE WATER MAIN EASEMENT

A twenty (20) foot wide easement over land in part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Southwest corner of said Section 21; thence N87°28'55"E, 1644.21 feet along the South line of said Section 21 and N02°31'05"W, 102.00 feet to the North Right-of-Way line of Big Beaver (204 feet wide); thence along said line S87°28'55"W, 386.22 feet to the east line of Wilshire Drive (120' wide); thence along said east line N02°31'05"W, 160.00 feet to the POINT OF BEGINNING;

thence N87°28'55"E, 3.18 feet;
 thence N02°31'05"W, 17.00 feet;
 thence S02°31'05"E, 17.00 feet;
 thence N87°28'55"E, 102.91 feet;
 thence N02°31'05"W, 25.75 feet;
 thence S02°31'05"E, 25.75 feet;
 thence N87°28'55"E, 135.18 feet;
 thence N02°31'05"W, 25.75 feet;
 thence S02°31'05"E, 25.75 feet;
 thence N87°28'55"E, 127.75 feet;
 thence N42°28'55"E, 7.07 feet;
 thence N02°31'05"W, 10.00 feet;
 thence N87°28'55"E, 28.23 feet to the west line of I-75;
 thence S87°28'55"W, 28.23 feet;
 thence N02°31'05"W, 263.52 feet;
 thence N02°31'05"W, 20.17 feet;
 thence S02°31'05"E, 20.17 feet;
 thence S87°28'55"W, 296.83 feet;
 thence N59°08'07"W, 5.28 feet to the aforementioned east line of Wilshire Drive and the POINT OF ENDING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT:
GROUP 10 MANAGEMENT
3050 NORTHWESTERN HWY, SUITE 525
FARMINGTON HILLS, MI., 48334

SCALE: 1" = 100'
DATE: 4-25-13

JOB No: 2012070
DWG. No: 2 of 2

2450 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9090

SKETCH OF EASEMENT - WATER MAIN

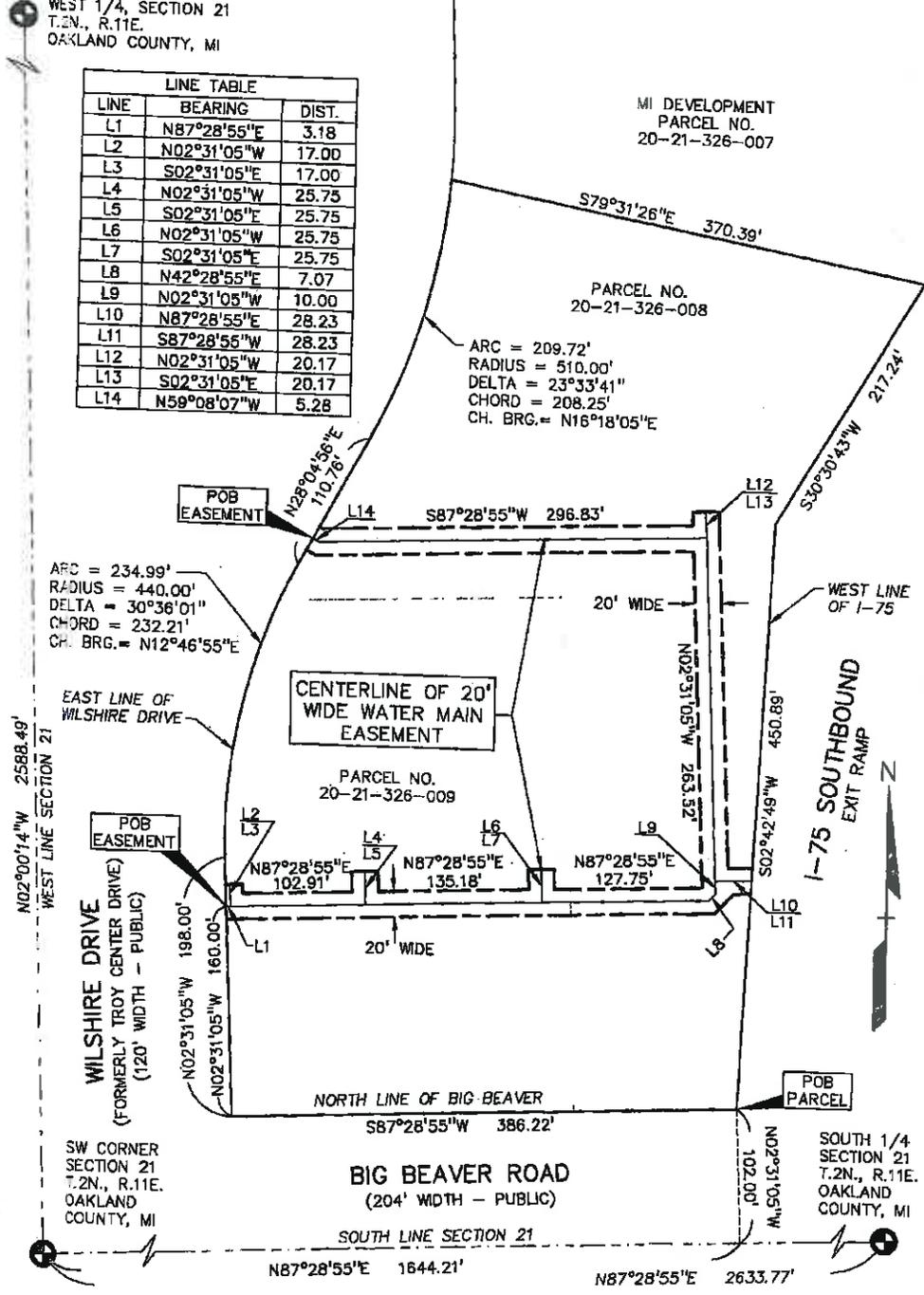
WEST 1/4, SECTION 21
T.2N., R.11E.
OAKLAND COUNTY, MI

LINE	BEARING	DIST.
L1	N87°28'55"E	3.18
L2	N02°31'05"W	17.00
L3	S02°31'05"E	17.00
L4	N02°31'05"W	25.75
L5	S02°31'05"E	25.75
L6	N02°31'05"W	25.75
L7	S02°31'05"E	25.75
L8	N42°28'55"E	7.07
L9	N02°31'05"W	10.00
L10	N87°28'55"E	28.23
L11	S87°28'55"W	28.23
L12	N02°31'05"W	20.17
L13	S02°31'05"E	20.17
L14	N59°08'07"W	5.28

MI DEVELOPMENT
PARCEL NO.
20-21-326-007

PARCEL NO.
20-21-326-008

ARC = 209.72'
RADIUS = 510.00'
DELTA = 23°33'41"
CHORD = 208.25'
CH. BRG. = N16°18'05"E



ARC = 234.99'
RADIUS = 440.00'
DELTA = 30°36'01"
CHORD = 232.21'
CH. BRG. = N12°46'55"E

EAST LINE OF
WILSHIRE DRIVE

CENTERLINE OF 20'
WIDE WATER MAIN
EASEMENT

PARCEL NO.
20-21-326-009

WILSHIRE DRIVE
(FORMERLY TROY CENTER DRIVE)
(120' WIDTH - PUBLIC)

SW CORNER
SECTION 21
T.2N., R.11E.
OAKLAND
COUNTY, MI

NORTH LINE OF BIG-BEAVER
S87°28'55"W 386.22'

BIG BEAVER ROAD
(204' WIDTH - PUBLIC)

SOUTH LINE SECTION 21

N87°28'55"E 1644.21'

N87°28'55"E 2633.77'

POB
PARCEL

SOUTH 1/4
SECTION 21
T.2N., R.11E.
OAKLAND
COUNTY, MI

BASIS OF BEARINGS:
South line of Section 21 per Seaver
Title Agency, LLC, Commitment No.
33-12278273-SCM,
Dated October 5, 2012



LEGEND
SECTION CORNER FOUND

**PROFESSIONAL
ENGINEERING
ASSOCIATES**
2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 688-9090

CLIENT:
GROUP 10 MANAGEMENT
30500 NORTHWESTERN HWY, SUITE 525
FARMINGTON HILLS, MI., 48334

SCALE: 1" = 100'
DATE: 4-25-13
JOB No: 2012070
DWG. No: 1 of 2

PERMANENT EASEMENT

Sidwell #68-20-21-326-009⁰¹³ (pt of)

Galleria of Troy, LLC, a Michigan limited liability company, Grantor(s), whose address is 30500 Northwestern Highway, Suite 525, Farmington Hills, MI 48334 in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, grants to the Grantee the right to construct, operate, maintain, repair and/or replace a sanitary sewer, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed ~~his~~ signature(s) this 29TH day of MAY A.D. 2013.

Galleria of Troy, LLC, a Michigan limited liability company

By [Signature] (L.S.)
* Majid Koza
It's Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29TH day of MAY, 2013, by Majid Koza, Member of Galleria of Troy, LLC, a Michigan limited liability company, on behalf of the company.

ALAN W. BASKINS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires July 31, 2013
Acting in the County of OAKLAND

[Signature]
* ALAN W. BASKINS
Notary Public, OAKLAND County, Michigan
My Commission Expires 7/31/2013
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

EXHIBIT "A"

SKETCH OF EASEMENT – SANITARY SEWER

LEGAL DESCRIPTION – OVERALL PARCEL

(For Seaver Title Agency, LLC, Commitment No. 63-12278273-SCM, Dated October 5, 2012)

The land referred to in this commitment is described as follows: City of Troy, County of Oakland, State of Michigan

Part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as: Commencing at the Southwest corner of said Section 21; thence North 87 degrees 28 minutes 55 seconds East along the South line of said Section 21, 1644.21 feet and North 02 degrees 31 minutes 05 seconds West, 102.00 feet to the North Right-of-Way line of Big Beaver (204 feet wide) and the POINT OF BEGINNING; thence along said line South 87 degrees 28 minutes 55 seconds West 386.22 feet to a point on the East Right-of-Way line of Wilshire Drive (120 feet wide); thence along said line, North 02 degrees 31 minutes 05 seconds West 198.00 feet; thence 234.99 feet along a curve to the right, radius 440.00 feet, central angle 30 degrees 36 minutes 01 seconds, chord bearing North 12 degrees 46 minutes 55 seconds East, 232.21 feet; thence North 28 degrees 04 minutes 56 seconds East 110.76 feet; thence 209.72 feet along a curve to the left, radius 510.00, central angle 23 degrees 33 minutes 41 seconds, chord bearing North 16 degrees 18 minutes 05 seconds East 208.25 feet; thence South 79 degrees 31 minutes 26 seconds East 370.39 feet to a point on the West Right-of-Way line of I-75; thence along said line South 30 degrees 30 minutes 43 seconds West 217.24 feet; thence South 02 degrees 42 minutes 49 seconds West 450.89 feet to the point of beginning.

LEGAL DESCRIPTION – 20 FOOT WIDE SANITARY SEWER EASEMENT

A twenty (20) foot wide easement over land in part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, whose centerline is more particularly described as:

Commencing at the Southwest corner of said Section 21; thence N87°28'55"E, 1644.21 feet along the South line of said Section 21 and N02°31'05"W, 102.00 feet to the North Right-of-Way line of Big Beaver (204 feet wide); thence along said line S87°28'55"W, 20.57 feet to the POINT OF BEGINNING;

thence N09°01'18"E, 91.77 feet;
 thence N02°31'05"W, 56.09 feet;
 thence S87°28'55"W, 358.34 feet;
 thence N87°28'55"E, 358.34 feet;
 thence N02°31'05"W, 310.00 feet to the POINT OF ENDING.

PROFESSIONAL
ENGINEERING
ASSOCIATES

CLIENT: GROUP 10 MANAGEMENT 30500 NORTHWESTERN HWY, SUITE 525 FARMINGTON HILLS, MI., 48334	SCALE: 1"= 100'	JOB No: 2012070	2430 Rochester Ct. Suite 100 Troy, MI 48068-1872 (248) 688-9080
	DATE: 4-25-13	DWG. No: 2 of 2	

SKETCH OF EASEMENT - SANITARY SEWER

WEST 1/4, SECTION 21
T.2N., R.11E.
OAKLAND COUNTY, MI

MI DEVELOPMENT
PARCEL NO.
20-21-326-007

ARC = 209.72'
RADIUS = 510.00'
DELTA = 23°33'41"
CHORD = 208.25'
CH. BRG. = N18°18'05"E

PARCEL NO.
20-21-326-008

ARC = 234.99'
RADIUS = 440.00'
DELTA = 30°58'01"
CHORD = 232.21'
CH. BRG. = N12°46'55"E

PARCEL NO.
20-21-326-009

CENTERLINE OF 20'
WIDE SANITARY
SEWER EASEMENT

N02°00'14"W 2588.49'
WEST LINE SECTION 21

WILSHIRE DRIVE
(FORMERLY TROY CENTER DRIVE)
(120' WIDTH - PUBLIC)

20' WIDE
N87°28'55"E 358.34'
S87°28'55"W 358.34'

NORTH LINE OF BIG BEAVER
S87°28'55"W 386.22'

BIG BEAVER ROAD
(204' WIDTH - PUBLIC)

SW CORNER
SECTION 21
T.2N., R.11E.
OAKLAND
COUNTY, MI

SOUTH LINE SECTION 21

N87°28'55"E 1644.21' N87°28'55"E 2633.77'

POB
EASEMENT

20' WIDE

N02°15'05"W 310.00'

S02°42'49"W 450.89'

I-75 SOUTHBOUND
EXIT RAMP



POB
EASEMENT

N02°31'05"W 56.09'

S87°28'55"W 20.57'

POB
PARCEL

SOUTH 1/4
SECTION 21
T.2N., R.11E.
OAKLAND
COUNTY, MI

BASIS OF BEARINGS:
South line of Section 21 per Seaver
Title Agency, LLC, Commitment No.
63-12278273-SCM.
Dated October 5, 2012



LEGEND
SECTION CORNER FOUND

**PROFESSIONAL
ENGINEERING
ASSOCIATES**

CLIENT:
GROUP 10 MANAGEMENT
30500 NORTHWESTERN HWY, SUITE 525
FARMINGTON HILLS, MI., 48334

SCALE: 1" = 100'
DATE: 4-25-13
JOB No: 2012070
DWG. No: 1 of 2

2430 Rochester Ct. Suite 100
Troy, MI 48063-1872
(248) 689-9080

L:\2012Pro\2012070 175 & BIG BEAVER-JPB\SURVEY-DEPT\2070BND\dwg\12070 SAN ESMT.dwg; DM



CITY COUNCIL AGENDA ITEM

November 4, 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
MaryBeth Murz, Purchasing Manager
R. Brent Savidant, Planning Director

Subject: Extension of Contract – Community Planning Services

History

Carlisle/Wortman Associates, Inc. (CWA) has been the Planning Consultant for the City of Troy since 2001 and has successfully provided a high level of Community Planning Services over that period of time. Planning services provided by CWA include maintaining regular office hours 1.5 days per week, assisting the Planning Department in application review and report writing, and attending Planning Commission meetings.

Purchasing

On February 21, 2011 Troy City Council approved a three (3) year contract to provide three year requirements of Community Planning and Related Services for the City of Troy with the option to renew for two (2) additional years to Carlisle Wortman Associates, Inc. of Ann Arbor, MI. as a result of a best value process in accordance with SOQ-COT 10-24 {Resolution #2011-02-045}. CWA was selected following a competitive bid process, including consideration of a Statement of Qualifications, interviews and a Detailed Pricing Proposal.

The term of the contract expires on March 31, 2014, and also provides for a two (2) year contract extension. CWA has requested a five year contract extension. CWA submitted a *revised* Attachment 1 to extend the hourly rate schedule through 2019. The proposed rate includes a 5% discount for the Senior Planner staffing the Troy Planning Department during regular office hours. Note that as per the existing terms of the Agreement, the City may cancel the contract upon 7 days written notice due to poor performance or any reason deemed to be in its best interest. Exercising the renewal option and extending the renewal option to five (5) years would provide continuity, consistency of service and a predictable rate structure. It should be noted, the Building Department Services renewal contract with SAFEbuilt was also recently extended five years.

Financial

Funds are available in the Planning Department Contractual Services account.



CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends the option to exercise the renewal option and also extend the renewal option to five (5) years with the contract expiring March 31, 2019 upon mutual consent of both parties and successful performance of the contract with Carlisle Wortman Associates of Ann Arbor, MI for Community Planning and Related Services under the same terms and conditions of SOQ-COT 10-24, the contract dated 2/21/2011, the Agreement Extension and the *revised* Attachment 1; as attached and listed below:

Attachments:

1. Letter from Carlisle/Wortman Associates, Inc., including revised Attachment 1
2. Agreement Extension - Community Planning and Related Services
3. Agreement for Community Planning and Related Services (approved in 2011)

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date



CARLISLE

WORTMAN
associates, inc.

605 S. Main Street, Ste. 1
Ann Arbor, MI 48104

(734) 662-2200
(734) 662-1935 Fax

September 16, 2013

Mark Miller, Community Development Director
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Re: Contract Extension

Dear Mr. Miller:

As you are aware, the term of our current agreement expires March 31, 2014. The contract allows the Council to extend the agreement for an additional two years.

There are only two areas where I would request modification. The first is the term of the contract. Although the contract calls for a two year extension, I would request a five year extension. There are several reasons why I believe this request is reasonable. First and foremost, it would provide the City with continuity of service. CWA has provided reliable service to the City since 2001. We have provided guidance that has been instrumental in the positive changes which are occurring. Second, a five year extension would provide the City with a predictable rate structure. In fact, we are willing to provide a reduced rate by 5% for the time we are staffing your office. Third, there is precedent for a five year extension with other service providers. Finally, the contract is and will continue to be written in a manner which allows the City to modify services and/or terminate. Therefore, there is ample protection provided to the City if you are not satisfied with our services.

The second area that will need to be modified is the rate schedule, which expires in 2014 as part of the contract. I have attached a revised Attachment I which reflects a five year rate structure.

Please let me know your thoughts. I am happy to discuss any and all aspects of this request.

CARLISLE/WORTMAN ASSOC., INC.
Richard K. Carlisle, PCP, AICP
President

ATTACHMENT I

Proposed Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate			
		2014 ¹ -2015	2016	2017	2018-2019 ²
Principal Planner (R. Carlisle, Principal)	10-15	\$100	\$105	\$110	\$110
Senior Planner³ (B. Carlisle, Associate)	50-60	\$85	\$90	\$95	\$95
Senior Planner (D. Scurto, Principal)	10	\$85	\$90	\$95	\$95
Landscape Architect (L. Fortin, Landscape Architect)	25	\$80	\$85	\$90	\$90
Landscape Architect (S. Elmiger, Environmental Planner)	25	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	25	\$55	\$60	\$60	\$60
Support Staff	25	\$55	\$60	\$60	\$60

1. Balance of year to December 31, 2014
2. Period of year to March 31, 2019
3. Rate will be discounted by 5% for office staffing hours.

**RATE SCHEDULE
Troy Consultation**

Personnel	Hourly Rate			
	2014-2015	2016	2017	2018-2019
Principal	\$100	\$105	\$110	\$110
Senior Planner/Associate	\$85	\$90	\$95	\$95
Community Planner/Environmental Planner/Landscape Architect	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	\$55	\$60	\$60	\$60
Support Staff	\$55	\$60	\$60	\$60

AGREEMENT EXTENSION

COMMUNITY PLANNING AND RELATED SERVICES

THIS AGREEMENT EXTENTION is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and CARLISLE/WORTMAN ASSOCIATES, INC., 605 South Main Street, Suite 1, Ann Arbor, Michigan 48104, hereinafter referred to as CONSULTANT.

WITNESSETH:

The CITY and CONSULTANT agree to extend the Agreement for Community Planning and Related Services which was originally entered into on February 21, 2011. The original Agreement provides for a renewal of the Agreement for an additional two (2) year period upon approval of Troy City Council, however, CONSULTANT has offered an incentive of fixed rates and a five (5%) percent discount for office staffing hours in exchange for a five (5) year renewal of the original Agreement.

WHEREFORE, both parties hereby mutually agree to amend the original Agreement, Paragraph 2 - Compensation and Paragraph 4 – Term of Agreement only to read as follows:

“2. COMPENSATION. CONSULTANT shall be paid by CITY for services rendered at the hourly rates stated in Attachment 1 of this Agreement designated “Schedule Effective: 4-1-14 through 3-31-19.” Attachment 1 shall be attached to this Extension Agreement.

4. TERM OF AGREEMENT. This Agreement shall commence on April 1, 2014 and terminate on March 31, 2019. The Agreement may be renewed for an additional

two-year period based upon the mutual consent of both parties within 90 days of Agreement expiration and upon approval of City Council.”

The remaining terms and conditions of the original Agreement between the CITY and CONSULTANT shall continue in full force and effect and are incorporated as though fully set out in this Extension Agreement for Community Planning and Related Services.

IN WITNESS WHEREOF, the CITY and CONTRACTOR have executed this Agreement Extension for Community Planning and Related Services on this _____ day of November, 2013.

CONTRACTOR:

**CARLISLE/WORTMAN
ASSOCIATES, INC.**

WITNESSES:

By: Richard K. Carlisle,
Its: President

By: Donald Wortman
Its: Vice President

CITY OF TROY:

By: Dane Slater, Mayor

By: Aileen Bittner, City Clerk

ATTACHMENT I

Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate			
		2014 ¹ -2015	2016	2017	2018-2019 ²
Principal Planner (R. Carlisle, Principal)	10-15	\$100	\$105	\$110	\$110
Senior Planner³ (B. Carlisle, Associate)	50-60	\$85	\$90	\$95	\$95
Senior Planner (D. Scurto, Principal)	10	\$85	\$90	\$95	\$95
Landscape Architect (L. Fortin, Landscape Architect)	25	\$80	\$85	\$90	\$90
Landscape Architect (S. Elmiger, Environmental Planner)	25	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	25	\$55	\$60	\$60	\$60
Support Staff	25	\$55	\$60	\$60	\$60

1. Balance of year to December 31, 2014
2. Period of year to March 31, 2019
3. Rate will be discounted by 5% for office staffing hours.

**RATE SCHEDULE
Troy Consultation**

Personnel	Hourly Rate			
	2014-2015	2016	2017	2018-2019
Principal	\$100	\$105	\$110	\$110
Senior Planner/Associate	\$85	\$90	\$95	\$95
Community Planner/Environmental Planner/Landscape Architect	\$80	\$85	\$90	\$90
Graphics (GIS) Technician	\$55	\$60	\$60	\$60
Support Staff	\$55	\$60	\$60	\$60

Schedule Effective: 4-14-14 through 3-31-19

**CITY OF TROY
AGREEMENT FOR COMMUNITY PLANNING
AND RELATED SERVICES**

CONSULTING SERVICES

THIS AGREEMENT is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and Carlisle/Wortman Associates, Inc, 605 South Main Street, Suite 1, Ann Arbor, Michigan 48104, hereinafter referred to as CONSULTANT.

WITNESSETH:

RECITALS

- A. WHEREAS, CITY finds it necessary to utilize the services of CONSULTANT to assist the CITY on an as needed bases to aide staff with regard to periodic zoning and planning investigations and reports, review of development projects and / or consultation with City staff regarding planning and development programs and policies.

Now, therefore, in consideration of the covenants and agreements contained herein, CITY and CONTRACTOR agree as follows:

1. SCOPE. During the term of the Agreement, CONSULTANT shall provide services as defined in CITY'S Statement of Qualifications (SOQ-COT 10-24), Addendum 1, and CONSULTANT'S response to Statement of Qualifications. All three documents are incorporated and made a part of this Agreement to the extent that their terms do not conflict with the terms herein. The CONSULTANT shall furnish all labor, materials, and equipment necessary and perform all of the work as set forth in the Proposal and this Agreement in strict accordance with the scope of services and other documents which

have been made a part of this contract in the manner, time, and place as therein set forth. The required services are generally described as follows:

A. Keep regular office hours in the Planning Department. Presently one day per week but may vary, as determined by the City.

B. Meet with prospective applicant(s) and/or their consultant team to discuss potential project(s). Discuss viability of the proposed project(s). Viability issues will include, but not be limited to, Zoning Ordinance compliance, site constraints, access, Master Plan designation, compatibility of land uses, density, urban design and site plan layout.

C. Review and prepare reports on development applications, including but not limited to site plans, special use applications, Planned Unit Development applications, rezoning applications, subdivision applications and site condominium applications. Review and findings shall be based on the City's Zoning Ordinance, Master Plan, and other ordinances and standards that may apply.

D. Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.

E. Attend Planning Commission, City Council and other meetings, on an as needed basis to present summary reports and answer questions as requested by the Planning Department.

F. Conduct research and analysis on an as needed basis as requested by the City administration for various issues including but not limited to planning and zoning.

G. Assist the City administration in developing reports and supporting presentation graphics for, but not limited to, the Planning Commission, City Council and Zoning Board of Appeals.

H. Assist the City administration in interpreting and applying the standards contained within the City's Zoning Ordinance and other ordinances related to land use.

I. Assist the Planning Department in day to day tasks, including but not limited to processing applications, assisting residents and applicants at the counter, assisting residents and applicants on the telephone, and other tasks assigned by the Planning Director.

J. Additional related community planning and zoning services such as economic development, recreation planning or landscape architecture as assigned by City administration.

K. Provide expertise in areas of sustainability, low impact development techniques, and L.E.E.D.

L. Periodically the CONSULTANT may be requested by the CITY to perform a project which is beyond the scope of a minor investigation. If necessary, the CITY may request the CONSULTANT to provide a cost estimate for services which may be provided on a cost not-to-exceed or lump sum basis.

Project assignments will be on an as-needed basis. Not each project submitted to the CITY for review and approval will necessarily require any or all of the professional services of the CONSULTANT. The CITY reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected CONSULTANT or to other CONSULTANTS currently working on existing City projects.

To assist the CONSULTANT, the CITY will provide the CONSULTANT with an electronic copy of the Zoning Ordinance, Master Plan and other ordinances and documents necessary to perform the assigned task(s).

2. COMPENSATION. CONSULTANT shall be paid by CITY for services render at the hourly rates stated in Attachment 1 of this Agreement.

3. PERSONNEL ASSIGNED TO CITY ACCOUNT During the term of the Agreement, CONSULTANT shall provide qualified personnel to the CITY on an as needed basis. The personnel assigned to the CITY will be the individuals listed in the CONSULTANTS proposal and shall consist of a Principal Planner, Senior Planner, Landscape Architect or equivalent classification. During the course of this agreement, if a personnel change is required, the CONSULTANT will provide the CITY with all resumes, copies of certifications, registrations, qualifications, degrees, or any additional information to establish the proposed individual meets the CITY'S minimum qualifications. The CITY shall have the right to accept or reject any personnel assigned to the CITY'S account.

4. TERM OF AGREEMENT. This contract shall commence on the date of execution of this Agreement and terminate March 31, 2014. The Agreement may be renewed for an additional two-year period based upon mutual consent of both parties within 90 days of contract expiration and upon approval of City Council.

5. SUB-CONTRACTORS. No portion of the Proposal may be sub-contracted without the prior written approval of the City.

6. CONTRACT TERMINATION. The CITY reserves the right to terminate the contract without penalty upon 7 days written notice due to poor performance or for any reason deemed to be in its best interest. The CITY'S designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

7. TERMINATION FOR CONVENIENCE. The CITY may cancel the contract for its convenience, in whole or in part, by giving the consultant written notice 30-days prior to the date of cancellation. If the CITY chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are canceled.

8. INSURANCE. Consultant shall carry general liability insurance, automobile liability insurance, professional liability insurance and workers compensation for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in the amounts approved by City. The insurance shall name the City of Troy, its elected and appointed officials, employees and volunteers, as additional insured and shall contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

A certificate of insurance demonstrating the required insurance coverage shall be provided to City’s Risk Manager immediately upon execution of this Agreement. Cancellation or lapse of the insurance shall be considered a material breach of this Contract, and the Agreement shall become null and void unless CONSULTANT immediately provides proof of renewal of continuous coverage to City’s Risk Manager. All of CONSULTANT’S insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to CITY. An updated certificate of insurance shall be provided to the City’s Risk Manager each year at the time of policy renewal.

9. INDEMNIFICATION.

A. Indemnification except for professional liability: To the fullest extent permitted by law, the CONSULTANT agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy 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 of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

B. Indemnification for Professional Liability:

1. The Consultant expressly agrees to indemnify and hold the CITY harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the CONSULTANT or anyone acting on the CONSULTANT'S behalf, in connection with, or incidental to, the contract or work to be performed, except that the CONSULTANT shall not be responsible to indemnify the CITY for any losses or damages to the extent that same are caused by or result from the gross negligence of the CITY or any other person or entity.

2. To the extent of the CONSULTANT'S actual degree of fault, the CONSULTANT'S obligation to indemnify and hold the CITY harmless shall include:

- a) The obligation to defend the CITY from any such suit, action or proceeding, and;
- b) The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the CONSULTANT'S actual fault.

For the purpose of the indemnifications clauses set out above, "CITY" shall mean City of Troy, its elected and appointed officials, employees and volunteers working on behalf of the CITY; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which the CONSULTANT may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean death, bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

10. SETTLEMENT OF CLAIMS. The CONSULTANT agrees that it will not settle or resolve any claim or action against the CONSULTANT based upon its acts which includes, or may include, a claim or count against the CITY or its employees without obtaining a full and complete release in favor of the CITY with respect to any and all claims or counts against the CITY except those based upon the gross negligence or willful or wanton misconduct of the CITY or its employees.

11. NO POWER OF ASSIGNMENT. The CONSULTANT shall have no authority, power to assign, sublet, or transfer any rights, privileges, or interest under this Agreement without prior written consent from the CITY.

12. INDEPENDENT CONTRACTOR. The CONSULTANT acknowledges that he/she is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.

13. ARBITRATION. The CONSULTANT and the CITY may agree to arbitrate any disputes with respect to the application of this indemnification clause.

14. NOTICE: All written notices to be given under this Agreement shall be mailed by first class mail to the other party at its last known address.

15. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

16. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

17. **ENTIRE AGREEMENT.** The foregoing constitutes the entire Agreement between the parties and may be modified only by a written instrument signed by both parties.

18. **AUTHORITY TO EXECUTE:** By execution of this Agreement, the respective parties acknowledge that each has executed this Agreement with full and complete authority to do so.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement on this _____ day of April 2011.

WITNESSES:

Richard K. Carlisle, AICP, PCP

R. Donald Wortman, RLA, AICP, PCP

CITY OF TROY

BY: _____
Mayor Louise E. Schilling

John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____
Tonni Bartholomew, City Clerk

Proposed Hourly Rate Schedule:

Personnel	Time Avail. Average Annual %	Rate		
		2011	2012	2013-2014
Principal Planner (R. Carlisle, Principal)	10 -15	\$90	\$90	\$95
Senior Planner (Z. Branigan, Associate)	50 - 60	\$75	\$75	\$80
Senior Planner (D. Scurto, Associate)	10	\$75	\$75	\$80
Landscape Architect (L. Fortin, Landscape Architect)	25	\$70	\$70	\$75
Landscape Architect (S. Elmiger, Environmental Planner)	25	\$70	\$70	\$75
Graphics (GIS) Technician	25	\$50	\$50	\$50
Support Staff	25	\$50	\$50	\$50

1. All rates for calendar year although contract begins April 1, 2011 and ends March 31, 2014.

**Rate Schedule
Troy Consultation**

Personnel	Hourly Rate			
	2011	2012	2013	2014
Principal	\$90	\$90	\$95	\$95
Senior Associate	\$80	\$80	\$90	\$90
Associate	\$75	\$75	\$80	\$80
Community Planner / Environmental Planner / Landscape Architect	\$70	\$70	\$75	\$75
Graphics (GIS) Technician	\$50	\$50	\$50	\$50
Support Staff	\$50	\$50	\$50	\$50

Schedule Effective: 4-1-2011 through 3-31-2014



CITY COUNCIL AGENDA ITEM

Date: November 11, 2013

To: The Honorable Mayor and City Council

From: Brian Kischnick, City Manager
Cindy Stewart, Community Affairs Director

Subject: 2014 City Council Meeting Schedule

Background

The Community Affairs Director is continuously working to keep the City of Troy website updated. We need your assistance regarding dates for the 2014 City Council meetings for inclusion on the City website calendar, in future Troy Today issues, press releases to the media and the cable bulletin board. The following dates take into account all holidays and election days (per the City Clerk's Office), and are submitted for your approval:

Recommendation

Monday, January 13 & 27
Monday, February 3 & 10
Monday, March 3 & 17
Monday, April 7 & 14
Monday, May 12 & 19
Monday, June 2 & 16
Monday, July 7 & 21
Monday, August 11 & 25
Monday, September 8 & 22
Monday, October 6 & 20
Monday, November 10 & 24
Monday, December 1 & 15

Budget Meetings: April 21 & April 23
Liquor Advisory Meetings: February 5 & February 19



CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Thomas Darling, Financial Services Director
 MaryBeth Murz, Purchasing Director
 Tim L. Richnak, Public Works Director
 Gert Paraskevin, IT Director

Subject: Sole Source: Expand Azteca Systems, Inc Cityworks Licensing

History

On April 5, 2010 City Management recommended and City Council approved the purchase of Cityworks as a replacement for Hansen, which was the City's initial system for asset management and work orders; Customer Service Requests, infrastructure inspections and inventory management (Resolution #2010-04-076). At that time Azteca Systems, Inc provided licenses equivalent to the Hansen application at no initial cost, a \$222,940 savings, but with an annual maintenance fee. The current licensing is detailed in Appendix A. The current annual maintenance fee is **\$47,855** per year.

Since 2010, use of Cityworks has continually increased as it is being used to manage and update water, sewer and sanitary utilities, fire hydrants, streets, sidewalks, street signs, pavement, parks facilities, trees, publicly owned parking lots, as well as Engineering benchmarks and control points and to manage Service Requests. All of which tie to the City's ESRI Geographical Information System. Most recently in December of 2012 City Council approved the purchase of Freeance Mobile app software allowing the update of work orders and service requests while in the field; {Resolution #2012-12-222-J-7}.

As a result of the tools offered by Cityworks, the increased efficiency, and amount of data managed, the City is currently at the point of maximum use of all twenty (20) full function user licenses. As we continue to look at ways to expand use of Cityworks to help make departments more efficient two main changes to the licensing is required as listed below:

1. Increase the number of full license users by at least 20.
2. Purchase the Work Order full function Application Programming Interface (API).

The City has created several prototype applications utilizing the Work Order Advanced API functionality and the applications have been very successful. They include a tree maintenance portal, sidewalk replacement program, street sign maintenance and street slab replacement program. We would like to put these into full production as well as develop several other applications such as a Snow Plowing interface with Smartmsg our call notification system, Tree down interface with Smartmsg, Miss Dig interface, and Fire Department hydrant winterization requests. As we continue to move forward and develop applications, not only will use expand, which translates to the need for



CITY COUNCIL AGENDA ITEM

more user licenses, so will requests for additional applications as users take advantage of the benefits and improved efficiencies.

Azteca was approached to provide a quote for 20 additional full function licenses and the Work Order Advanced API license. That quote is outlined in Appendix B as option 1 with an initial expenditure of **\$89,895** and a maintenance cost of **\$65,835** per year. Azteca also offered an alternative licensing option, which is an Enterprise License Agreement (ELA) that provides unlimited user licenses packaged with additional modules. The Work Order Advanced API was added to that and is outlined as option 2 with no initial expenditure but an annual recurring cost of **\$70,000**. Modules included in the ELA are detailed in Appendix C.

Considering the two options the incremental cost to move to an ELA with unlimited users, the Work Order Advanced API, as well as the additional modules we could begin to utilize, provides much more flexibility to the City as we continue to roll out Cityworks in any way deemed effective and efficient. However, this is still quite an increase over our current annual maintenance costs. So we approached Azteca and asked them to offer alternatives that could make it more financially feasible for the City to move in the ELA direction. Those discussions resulted in option 3 which provides access to all licensing immediately, with no initial expenditure, and a ramped increase in annual maintenance. That would begin with a moderate increase due with our next annual maintenance renewal on 4/8/2014 from \$47,855 up to **\$52,000**, then another increase in 2015 to **\$60,000** and finally the entire commitment in 2016, at a slightly reduced rate, of **\$68,000** per year rather than the \$70,000 initially quoted.

Purchasing

In the best interest of the City at the time, the initial purchase of Cityworks was approved as a Bid Waiver in April 2010 as detailed above. Continued use and expansion of Cityworks requires that additional licenses or services from the sole source original software vendor *Azteca Systems, Inc. of Sandy, Utah* be purchased.

Financial

Funds for annual maintenance are available in the IT Department and Water Funds annual operating budgets. Projected increases will be budgeted in future budgets.

Recommendation

City management recommends expanding the current Azteca Systems, Inc. Cityworks software license to an ELA - Server AMS STANDARD Tier 3A which includes the Work Order API Advanced module, resulting in an estimated increase in annual maintenance from \$47,855 to \$52,000 in 2014, \$60,000 in 2015 and \$68,000 in 2016 and subsequent years as outlined in the attached Appendix C.



CITY COUNCIL AGENDA ITEM

Appendix A

Current Cityworks Licensing

Module	Description	Quantity
Named Server AMS Logins	Service Request only	60
Named Server AMS Logins Full Function	Includes both Service Request and Work Order	20
Desktop	Required for configuration	2
Storeroom	Inventory module	4
Contracts	Allows management of contracts against Work orders	1
Service Request API	Allows custom programming of Service Request interfaces	1
Maintenance Cost	Per year	\$47,855



CITY COUNCIL AGENDA ITEM

Appendix B Cityworks Quote Comparisons

Option 1

Module	Quantity	Initial Cost	Annual Maintenance
Current Annual Maintenance			\$47,855
Named Server AMS Logins Full Function	20	\$39,900	7,980
Work Order Advanced API	1	49,995	10,000
Total Cost		\$89,895	\$65,835

Option 2

Module	Quantity	Initial Cost	Annual Maintenance
Enterprise License Agreement (ELA)	1		60,000
Work Order Advanced API	1	waived	10,000
Total Cost			\$70,000

Option 3

Module	Quantity	Initial Cost	Annual Maintenance
ELA - Server AMS STANDARD Tier 3A which includes the Work Order Advanced API	1		
Total Cost Ramped over 3 years First increase with maintenance renewal 4/8/2014			\$52,000
Second increase renewal 4/8/2015			\$60,000
Third increase renewal 4/8/2016 (and future years)			\$68,000



CITY COUNCIL AGENDA ITEM

Appendix C Proposed Cityworks Licensing (Option 3)

Module	Description	Quantity
ELA - Server AMS STANDARD Tier 3A	Includes modules below	
Named Server AMS Logins Full Function	Includes both Service Request and Work Order user licenses	unlimited
Desktop	Required for configuration	unlimited
Storeroom	Inventory module	unlimited
Contracts	Allows management of awarded contracts such as pavement replacement and sidewalk maintenance against work orders.	1
Service Request API	Allows custom programming of Service Request interfaces	1
*Equipment Manager	Module that provides advanced capabilities for the management of City owned equipment and vehicles as they related to asset management activities.	unlimited
*MicroPaver Interface (Pavement Management)	Provides the ability to interface the MicroPaver Pavement Management software system to the City's asset management activities.	1
*CCTV Interface	Provides the ability to import CCTV Pipeline Assessment Certification Program (PACP) inspections into Cityworks.	1
*Cityworks Analytics	Provides the ability to analytically evaluate our asset manage practices managed within Cityworks against Key Performance Indicators (KPIs) to provide a quantifiable means to measure progress.	unlimited
*Cityworks Mobile	Provides a streamlined interface for field crews to access Cityworks within the field.	unlimited
*Work Order API – Extended	Allows custom programming of Work Order interfaces with extended functionality.	1
Maintenance Cost	Ramped increase	
	4/8/2014	\$52,000
	4/8/2015	\$60,000
	4/8/2016 (and ongoing)	\$68,000

*Denotes new modules

 **City of
Troy** **CITY COUNCIL ANNOUNCEMENT PUBLIC HEARING**

Date: November 11, 2013

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Financial Services
Nino Licari, City Assessor

Subject: Announcement of Public Hearings for Industrial Development District (IDD) and Industrial Facilities Exemption Certificate (IFEC) for Magna US Holding Inc., at 750 Tower

Background

Magna US Holding Inc., is consolidating three divisions at 750 Tower, in Troy. They will be retaining 990 jobs, and creating 30 additional jobs.

They have a 10 year lease at the facilities, which has suffered chronic vacancy over the last 8 years.

Finally, they will be investing over \$6,000,000 in new equipment for this consolidation.

They have applied to have an Industrial Development District established at the site so that they may apply for personal property tax abatement for a 9 year period. If granted, they will save approximately \$125,000 on their overall tax bill (50%). Of that amount, almost \$42,000 would be City tax savings.

Recommendation

State law dictates that Public Hearings must be held for both the establishment of the District, and the granting of an abatement. The District must be established before any abatement can be given.

This memo serves as notification that these two Public Hearings will be held on November 25, 2013.

CITY OF TROY
PUBLIC HEARING

A Public Hearing will be held by and before the City Council of the City of Troy at City Hall, 500 W. Big Beaver, Troy, Michigan on Monday, November 25, 2013 at 7:30 P.M. to consider establishing an Industrial Development district (IDD) and the granting of an Industrial Facilities Exemption Certificate (IFEC) for Magna US Holding, Inc., at the following location:

88-20-09-301-015 750 Tower, Troy, MI. 48098
T2N, R11E, Section 9 part of SW 1/4

You may express your comments regarding this matter by writing to this office, or by attending the Public Hearing.

M. Aileen Bittner, City Clerk

NOTICE: *People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@ci.troy.mi.us or by calling (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.*

TROY SCHOOL DISTRICT
MARK RAJTER
4400 LIVERNOIS
TROY MI 48098-4799

OAKLAND COMMUNITY COLLEGE
CLARENCE E BRANTLEY
2480 OPDYKE
BLOOMFIELD HILLS MI 48304-2266

OAKLAND INTERMEDIATE
SCHOOLS
2111 PONTIAC LAKE
WATERFORD MI 48328

OAKLAND COUNTY PTA
1200 N TELEGRAPH Dept 479
PONTIAC MI 48341-0479

OAKLAND COUNTY EQUALIZATION
Attn: DAVID HIEBER
250 ELIZABETH LAKE RD 1000 W
PONTIAC MI 48341

MAGNA US HOLDING INC
Attn: FRANK W ERVIN III
750 TOWER MC 7000
TROY MI 48098

HURON-CLINTON METRO AUTHORITY
Attn: JOHN P MCCULLOCH
13000 HIGH RIDGE DR
BRIGHTON MI 48114-9058

PARKS AND RECREATION ADVISORY BOARD

A special meeting of the Troy Parks and Recreation Advisory Board was held Thursday, February 21, 2013 at the Troy Community Center, Room 305. Recreation Director Carol Anderson called the meeting to order at 6:35 p.m.

Present: Janice Zikakis, Jeff Stewart, Kathleen Fejes, Gary Hauff, Laurie Huber, Orestes Kaltsounis, Aditya Yelamanchi (student representative)

Absent: Tod Gazetti, Meaghan Kovacs,

Staff: Carol Anderson, Kurt Bovensiep, Justin Breyer, intern City Manager's Office, Brent Savidant, City of Troy Planning Director, and Ben Carlisle of Carlisle-Wortman and Associates

Visitors: Jim Werpetinski, Cindy Kmett

Resolution # PR - 2013 - 02 - 001

Moved by Orestes Kaltsounis

Seconded by Jeff Stewart

RESOLVED, that the minutes of September 12, 2012 are approved as submitted.

Yes: 6

No: 0

MOTION CARRIED

Resolution # PR - 2013 - 02 - 002

Moved by Jeff Stewart

Seconded by Laurie Huber

RESOLVED, that the minutes of October 25, 2012 are approved as submitted.

Yes: 6

No: 0

MOTION CARRIED

I. Old Business

A. Review of Parks and Recreation Draft Master Plan

Justin Breyer presented a review draft of 5 Year Master Plan. The process is:

1. Review of the plan
2. Proposed changes
3. Public Input
4. Resolution by Parks and Recreation Advisory Board to recommend adoption to council
5. Public review period
6. Public hearing
7. Adoption by City Council

The Parks and Recreation Draft Master Plan provides a list of priorities. It is a directional plan detailing the wants and desires of the community.

Board discussion regarding the plan and possible funding options to implement the plan elements.

Public comments

- Cynthia Kmett commented that currently Council is concerned about the operating funds for the transit center.
- Jim Werpetinski would like to see the order changed of the action plan items and that it is time to take action on a dog park. The park could be simple and the farm is a good location.

Proposed changes to the plan

- Justin Breyer handed out an addition to the Plan. MDNR Recreation Grant Inventory. (Attached to the minutes).

Brent Savidant addressed the order of the action plan. The fact that the dog park is #3 and not #1 or #2 does not matter. The policy and framework is in place and it is identified as a need.

Resolution # PR - 2013 - 02 – 003

Moved by Kathy Fejes

Seconded by Gary Hauff

RESOLVED, that the Parks and Recreation Advisory Board recommends to the City Council adoption of the five year Parks and Recreation Master Plan with revisions/adjustments as proposed. The revisions (addition of the Troy MDMR Recreation Grant Inventory) will be included in the minutes of this meeting.

Yes: 6

No: 0

MOTION CARRIED

II. Staff Reports

A. Carol Anderson. Recreation

- Facility Usage Policy. Staff is working on a revisal that will give expanded use of parks and facilities. This will be presented to the board in the next few months.
- Partnerships. Focus for department and city. Current examples are the Troy Racquet Club and the Troy Nature Society.
- Troy City Council priorities. Council and the City Manager created a list of top 12 priorities (attached).
- Budget. The budget will be presented to the Parks and Recreation Board for recommendation in the near future. A meeting will be set up for this required action.

Capital projects for 6 years and beyond are being proposed. There has been very little capital funding the past 3 years. The Recreation department will focus on the Community Center, the Troy Family Aquatic Center and the Golf Courses. For Parks the capital funding is for equipment in parks and funds for future development of Dog Park, Paths and Trails.

- Hiring for new Recreation Director is in process.

B. Kurt Bovensiep. Parks

- Parks division is looking to make very small changes to parks. Sylvan Glen looking to add grills and portajohns. Reduce maintenance budget by combining with Streets for lawn mower services.
- Troy Garden Club purchased and planted a tree at Milverton Park.

C. Public Input

- Jim Werpetinski. Thank you to Carol Anderson for coming back. Thank you to the staff involved in creating the draft plan. Thank you to the board members for donating their time. It is time for the city to raise attitude to total positive.

III. Member Comments.

- Discussion on golf operations.
- Please invite the new City Manager to a board meeting.

The meeting adjourned at 7:45 p.m.

Next special meeting will be for budget review and the meeting will be scheduled when the budget is available.

Janice Zikakis, Vice Chairperson

Lynne Lambert, Recording Secretary

The meeting was called to order at 3:31 p.m. in the Council Boardroom, Troy City Hall by Chairperson Robin Beltramini.

Members Present: Robin Beltramini
Paul Hoef
Michael Kidder
John Sharp (arrived at 3:32pm)
David Shields
Maureen McGinnis (alternate)
Dane Slater (alternate)

Members Absent: Irene Spanos (County representative, non-voting)
Nickolas Vitale

Also Present: Mark F. Miller, Secretary/Treasurer
Glenn Lapin, Economic Development Specialist
Lori Bluhm, City Attorney
Brian Kischnick, City Manager

ELECTION OF OFFICERS (Chair, Secretary/Treasurer)

Resolution # LDFA 2013-04-01
Moved by Slater
Seconded by Hoef

RESOLVED, that the following be elected:

Chair	Robin Beltramini
Secretary/Treasurer	Mark Miller

Yeas: 6
Nays: 0
Absent:

REGULAR MEETING SCHEDULE FOR 2013

Resolution # LDFA 2013-04-02
Moved by Hoef
Seconded by Shields

RESOLVED, that the attached meeting schedule for 2013 be adopted.

Yeas: 6
Nays: 0
Absent:

APPROVAL OF MINUTES

Resolution # LDFA 2013-04-03

Moved by Sharp

Seconded by Hoef

RESOLVED, that the LDFA approve the minutes of the October 22, 2012 regular meeting.

Yeas: 6

Nays: 0

Absent:

OLD BUSINESS

None

NEW BUSINESS

A. 2013/14 Budget

Mark Miller provided an overview of the proposed 2013-2014 budget.

Resolution # LDFA 2013-04-04

Moved by Hoef

Seconded by Shields

RESOLVED, that the LDFA recommends approval of the 2013/14 Budget to City Council.

Yeas: 6

Nays: 0

Absent:

BOARD MEMBER COMMENT

General discussion took place.

PUBLIC COMMENT

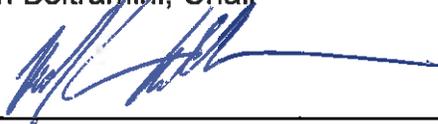
None

Meeting was adjourned at 3:59 p.m.

Final Minutes Joint Local Development Finance Authority Troy Subcommittee
Annual Meeting of April 22, 2013



Robin Beltramini, Chair



Mark Miller, Secretary/Treasurer

The next scheduled meeting is October 28, 2013 – 3:30 p.m.

On September 17, 2013, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chair Kneale called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Allen Kneale
Bruce Bloomingdale
Kenneth Courtney
David Eisenbacher
Thomas Krent
David Lambert
Paul McCown

Absent

Glenn Clark

Also Present:

Paul Evans, Zoning and Compliance Specialist
Julie Quinlan Dufrane, Assistant City Attorney

2. APPROVAL OF MINUTES – July 16, 2013

Moved by Courtney
Seconded by Eisenbacher

RESOLVED, to approve the July 16, 2013 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – No changes

4. HEARING OF CASES

- A. Variance request, Kenneth and Rosemary Lugar, 3144 Upton – In order to construct an addition to the house, a 6 foot variance from the required 10 foot side yard setback, Zoning Ordinance Section 4.06 (C) R-1B Zoning District

Moved by Courtney
Seconded by Bloomingdale

RESOLVED, to grant the request.

Yes: All

MOTION PASSED

- B. Variance request, Paul R. and Linda R. Ford, 2726 Williams - In order to construct a new shed on an existing foundation, a 1 foot variance from the requirement that detached accessory buildings are no closer than 6 feet to a side lot line. The shed is proposed to be set back 5 feet from the side lot line. Zoning Ordinance Section 7.03 (B) (2) (d)

Moved by Krent
 Seconded by Eisenbacher

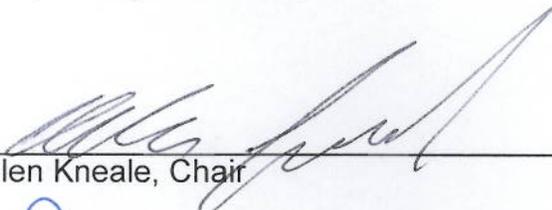
RESOLVED, to grant the request.

Yes: All

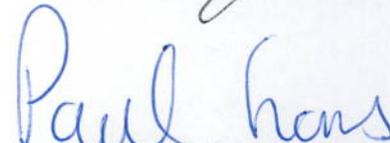
MOTION PASSED

- 5. COMMUNICATIONS – None
- 6. MISCELLANEOUS BUSINESS – None
- 7. PUBLIC COMMENT – None
- 8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 7:57 p.m.

Respectfully submitted,



 Allen Kneale, Chair



 Paul Evans, Zoning and Compliance Specialist

A regular meeting of the Troy Traffic Committee was held Wednesday, September 18, 2013 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Tim Brandstetter
Ted Halsey
Richard Kilmer
Al Petrusis
Pete Ziegenfelder

ABSENT: Sarah Binkowski
Stevan Popovic

Also present: Michael Johnson, 450 E. Square Lake
Chuck Roberts, Fire Department
Sgt. Mike Szuminski, Police Department
Bill Huotari, Deputy City Engineer/Traffic Engineer

2. Minutes – July 17, 2013

RESOLUTION # 2013-08-14

Moved by Halsey
Seconded by Kilmer

To approve the July 17, 2013 minutes as printed.

YES: All-5
NO: None
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

PUBLIC HEARINGS

3. Request for Sidewalk Waiver – 675 Vanderpool

Item #3 and #4 were addressed at the same time by the petitioner and the Committee.

Mike Johnson spoke at the meeting and reiterated his request for a waiver of the sidewalk required at 675 Vanderpool. Mr. Johnson stated that there is no existing sidewalk on Vanderpool and that it would not connect to any other sidewalk. The location of the new house is not in close proximity to a major road, so the likelihood of sidewalks connecting to a major road sidewalk in the future is very unlikely.

The Traffic Committee did receive an email in support of granting a waiver from Diane Stewart a resident and owner on Vanderpool.

Mr. Ziegenfelder reiterated his support for sidewalks at all locations in the City.

Mr. Kilmer stated that there are too many trees that would be affected by construction of a sidewalk.

General discussion of the sidewalk waiver process followed.

There were no other members of the public that made comments.

RESOLUTION # 2013-08-15

Moved by Kilmer
Seconded by Halsey

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a waiver of the requirement to construct sidewalk due to the fact that there is no existing sidewalk on Vanderpool and it would not connect to any other sidewalk ; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee grants a waiver of the sidewalk requirement for 675 Vanderpool contingent upon the execution of an "Agreement for Irrevocable Petition for Sidewalk".

YES: 4 (Brandstetter, Halsey, Kilmer, Petrusis)
NO: 1 (Ziegenfelder)
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

4. Request for Sidewalk Waiver – 687 Vanderpool

Item #3 and #4 were addressed at the same time by the petitioner and the Committee.

Mike Johnson spoke at the meeting and reiterated his request for a waiver of the sidewalk required at 687 Vanderpool. Mr. Johnson stated that there is no existing sidewalk on Vanderpool and that it would not connect to any other sidewalk. The location of the new house is not in close proximity to a major road, so the likelihood of sidewalks connecting to a major road sidewalk in the future is very unlikely.

The Traffic Committee did receive an email in support of granting a waiver from Diane Stewart a resident and owner on Vanderpool.

Mr. Ziegenfelder reiterated his support for sidewalks at all locations in the City.

Mr. Kilmer stated that there are too many trees that would be affected by construction of a sidewalk.

General discussion of the sidewalk waiver process followed.

There were no other members of the public that made comments.

RESOLUTION # 2013-08-16

Moved by Kilmer
Seconded by Halsey

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Mike Johnson has requested a waiver of the requirement to construct sidewalk due to the fact that there is no existing sidewalk on Vanderpool and it would not connect to any other sidewalk ; and

WHEREAS, the Traffic Committee has determined the following:

- a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee grants a waiver of the sidewalk requirement for 687 Vanderpool contingent upon the execution of an “Agreement for Irrevocable Petition for Sidewalk”.

YES: 4 (Brandstetter, Halsey, Kilmer, Petrusis)
NO: 1 (Ziegenfelder)
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

REGULAR BUSINESS

5. Establish Fire Lanes at 2000-2050 West Big Beaver

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that fire lanes be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

Chuck Roberts of the Troy Fire Department provided a brief summary of the requirements for fire lanes as well as a summary of the need for fire lanes at the site.

RESOLUTION # 2013-08-17

Moved by Halsey
Seconded by Kilmer

RESOLVED, that the Traffic Committee recommends establishing fire lanes at 2000-2050 West Big Beaver Road.

YES: All-5
NO: None
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

6. Establish Fire Lanes at 2001 W. Maple Road

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that fire lanes be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

Chuck Roberts of the Troy Fire Department provided a brief summary of the requirements for fire lanes as well as a summary of the need for fire lanes at the site.

RESOLUTION # 2013-08-18

Moved by Kilmer
Seconded by Petruilis

RESOLVED, that the Traffic Committee recommends establishing fire lanes at 2001 West Maple Road.

YES: All-5
NO: None
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

7. Establish Fire Lanes at 1305 Stephenson Highway

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that fire lanes be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

Chuck Roberts of the Troy Fire Department provided a brief summary of the requirements for fire lanes as well as a summary of the need for fire lanes at the site.

RESOLUTION # 2013-08-19

Moved by Halsey
Seconded by Brandstetter

SUGGESTED RESOLUTIONS:

RESOLVED, that the Traffic Committee recommends establishing fire lanes at 1305 Stephenson Highway.

YES: All-5
NO: None
ABSENT: 2 (Binkowski, Popovic)

MOTION CARRIED

8. Public Comment

There were no members of the public at the meeting with comments.

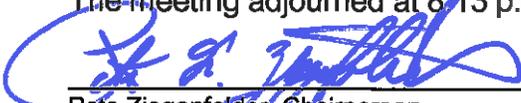
9. Other Business

Mr. Ziegenfelder asked about the pedestrian crossing time at Coolidge and Maple. He reports that a resident contacted him to report that the pedestrian crossing time allocated is too short to cross Coolidge Road. Traffic Engineering will request that the RCOC Traffic

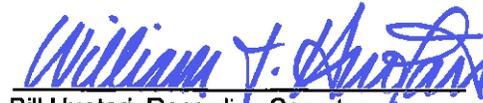
Signal Engineer review the timing to ascertain if adjustments should be made.

10. Adjourn

The meeting adjourned at 8:13 p.m.



Pete Ziegenfelder, Chairperson



Bill Huotari, Recording Secretary

Chair Tagle called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on October 8 2013 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Edward Kempen
Tom Krent
Philip Sanzica
Gordon Schepke
Robert Schultz
Thomas Strat
John J. Tagle

Also Present:

R. Brent Savidant, Planning Director
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2013-10-076

Moved by: Sanzica
Seconded by: Edmunds

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2013-10-077

Moved by: Krent
Seconded by: Kempen

RESOLVED, To approve the minutes of the September 24, 2013 Special/Study meeting as published.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

POSTPONED ITEM

5. CONDITIONAL REZONING APPLICATION (File Number CR 009) – Proposed Troy Marriott Hotels, West side of Stephenson Highway, North of 14 Mile (333 Stephenson Highway), Section 35, From O (Office) District to OM (Office Mixed Use) District

Mr. Carlisle said the application was postponed at two prior meetings to give the applicant an opportunity to address some site planning issues as well as concerns expressed by adjacent neighbors. Mr. Carlisle highlighted the revisions to the application since it was last reviewed by the Planning Commission. He recommended approval of the Site Plan and Special Use Request and further recommended that the Planning Commission recommend to City Council approval of the Conditional Rezoning. Mr. Carlisle said any Planning Commission approval of the Site Plan and Special Use Request is contingent upon the City Council granting the Conditional Rezoning. He noted if City Council grants the Conditional Rezoning, the applicant shall address the items as noted in his report, dated September 30, 2013, at Final Site Plan approval.

Present to represent the applicant were Victor Saroki of Victor Saroki and Associates and Andy Wakeland of Giffels Webster. Akram Namou of A&M Hospitality was also present.

Mr. Saroki reviewed the revisions to the site plan. He addressed the actions taken to mitigate concerns expressed by the residents. Mr. Saroki said details are being worked out with Marriott corporate office and committed to the entire first floor of the Fairfield Inn being masonry. Mr. Saroki said they understand that final approval is through City Council and the site plan is conditioned on the items as itemized by the Planning Consultant at Final Site Plan review.

PUBLIC HEARING OPENED

The following people spoke in opposition to the proposed development. Concerns expressed related to employee parking, wetlands, lighting, safety, occupancy rates and home values.

Cynthia Wilsher, 369 E Maple
Sally Wilsher, 350 Redwood
Mary Jo Austin, 242 Redwood
Nick Penchoff, 302 Redwood,
Kay Vavruski, 278 Redwood
Suzanne Ciminelli, 254 Redwood
Mike Davey, 325 Redwood

PUBLIC HEARING CLOSED

There was discussion on:

- Marriott brand hotels.
- Conditions offered by applicant to mitigate concerns of adjacent property owners.
- Photometric Plan; no spillage of lighting.
- Homes for sale in subdivision.
- Wetlands; drainage.
- City revenue.

Mr. Saroki said they would work with the resident on the north end of the proposed development (278 Redwood) to extend the 8 foot concrete privacy fence across the rear yard, should the homeowner desire that.

Resolution # PC-2013-10-078

Moved by: Schultz

Seconded by: Strat

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O to OM conditional rezoning request, which incorporates Preliminary Site Plan Approval and Special Use Approval, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the west side of Stephenson Highway, north of 14 Mile Road (333 Stephenson Highway), within Section 35, being approximately 4.5 acres in size, be granted, subject to the following conditions:

1. Place light pole locations on the site plan;
2. Confirm that there is no building lighting above the first floor on the rear and side elevations, and note such on the photometric plan.
3. Add screen/noise wall detail to plans.
4. Revise elevations to include Fairfield Inn first floor masonry details as part of the final site plan submittal.

Yes: All present (9)

MOTION PASSED

PRELIMINARY SITE PLAN REVIEWS

6. PRELIMINARY SITE CONDOMINIUM PLAN REVIEW – Proposed Belleclaire Estates, 15 units/lots, East of Rochester, North of Wattles, South side of Lamb, Section 14, Currently Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Condominium application. Mr. Carlisle said the site plan layout has not changed since the Board granted approval for the original 9 units. The applicant purchased additional property and he is now seeking approval for 15 units. Mr. Carlisle reported the only item to address are the number and location of trees to be planted along Belleclaire Court. Mr. Carlisle said the revised application meets Zoning Ordinance requirements, and it is recommended that the Planning Commission approve the Preliminary Site Condominium application, conditioned on items as itemized in his report dated September 26, 2103.

The petitioner Joseph Maniaci was present.

Resolution # PC-2013-10-079

Moved by: Krent
 Seconded by: Schultz

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for Belleclaire Estates Site Condominium, 15 units/lots, East of Rochester, North of Wattles, Section 14, currently Zoned R-1C (One Family Residential) District, be granted, subject to the following:

1. That the trees along Belleclaire Court meet Zoning Ordinance requirements.
2. Provide seed mix for detention facility.

Yes: All present (9)

MOTION CARRIED

7. PRELIMINARY SITE CONDOMINIUM PLAN REVIEW – Proposed Brooke View Site Condominium, 9 units/lots, North of Square Lake, West of Dequindre (6308 Evanswood), Section 1, Currently Zoned R-1D (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Condominium application. He said the plan is a conventional layout and noted there are no changes in the plan since it was previously approved, but has since expired. He addressed:

- New road design that makes 6232 Evanswood a corner lot.
- 6322 Evanswood should it be developed in the future.
- Applicant seeking sidewalk waiver for portion of required public sidewalk.

Mr. Carlisle recommended the Planning Commission approve the Preliminary Site Condominium application, as conditioned to the requirements outlined in his report dated, September 25, 2013, as part of the Final Site Plan submittal.

Project Engineer Fazal Khan was present to represent the property owner. Mr. Khan said if a sidewalk variance is granted, the corner house could be screened more. He indicated the site plan before the Board this evening shows the required 5 foot sidewalk and asked for the Board’s approval.

Chair Tagle opened the floor for public comment.

There was no one present who wished to speak.

Chair Tagle closed the floor for public comment.

Resolution # PC-2013-10-080

Moved by: Schultz
Seconded by: Edmunds

RESOLVED, That Preliminary Site Condominium Approval, pursuant to Article 8 and Section 10.02 of the Zoning Ordinance, as requested for Brooke View Site Condominium, 9 units/lots, North of Square Lake, West of Dequindre (6308 Evanswood), Section 1, currently zoned R-1D (One Family Residential) District, be granted, subject to the following:

1. Correct all zoning information on site plan sheet.
2. Include tree preservation details on the Landscape Plan.
3. Engineering and Fire to approve the turnaround as part of Final Site Plan review.
4. Amend site plan to show turnaround.
5. If sidewalk waiver is granted, the applicant shall work with City Staff to identify a satisfactory landscaping treatment in the area of the waived sidewalk.

Yes: All present (9)

MOTION CARRIED**OTHER BUSINESS****8. PUBLIC COMMENTS – For Items on Current Agenda**

Daniel Trotta of 1182 Lamb addressed agenda item #6, Belleclaire Estates Site Condominium. He circulated photographs/drawings to express his concerns of potential flooding with the development in relation to his property.

Chair Tagle assured Mr. Trotta that a developer must legally retain water within a development. He urged Mr. Trotta to address his concerns directly with the Engineering Department.

Mr. Savidant said the developer of Belleclaire Estates is still in the audience and heard the concerns expressed by Mr. Trotta. Mr. Savidant reiterated that a development must have no negative impact on adjacent properties.

Jeff Denard of 1256 Lamb confirmed the area has flooding/drainage issues.

9. PLANNING COMMISSION COMMENTS

There were general comments with respect to the MAP conference and Michigan Citizen Planner classes.

Mr. Savidant announced a joint meeting with City Council and the Planning Commission is scheduled on November 26, 2013. The joint meeting will begin at 6:00 p.m. and the regularly scheduled Special/Study session will follow at 7:00 p.m.

The topics for discussion with City Council are:

- City of Troy Master Plan amendments
- Infill development, including residential
- Big Beaver Road development not meeting increased density
- Sober Living Facilities
- Maximum building height in GB General Business District
- Other

The Regular meeting of the Planning Commission adjourned at 8:13 p.m.

Respectfully submitted,

John J. Tagle, Chair

Kathy L. Czarnecki, Recording Secretary

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Chair Tagle called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on October 8 2013 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Edward Kempen
Tom Krent
Philip Sanzica
Gordon Schepke
Robert Schultz
Thomas Strat
John J. Tagle

Also Present:

R. Brent Savidant, Planning Director
Ben Carlisle, Carlisle/Wortman Associates, Inc.
Allan Motzny, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2013-10-076

Moved by: Sanzica
Seconded by: Edmunds

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2013-10-077

Moved by: Krent
Seconded by: Kempen

RESOLVED, To approve the minutes of the September 24, 2013 Special/Study meeting as published.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

POSTPONED ITEM

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PUBLIC HEARING OPENED

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There was discussion on:

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Moved by: Schultz

Seconded by: Strat

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Yes: All present (9)

MOTION PASSED

PRELIMINARY SITE PLAN REVIEWS

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The petitioner Joseph Maniaci was present.

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Moved by: Krent
 Seconded by: Schultz

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MOTION CARRIED

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Chair Tagle opened the floor for public comment.

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Resolution # PC-2013-10-080

Moved by: Schultz
Seconded by: Edmunds

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Yes: All present (9)

MOTION CARRIED

OTHER BUSINESS

8. **PUBLIC COMMENTS** – For Items on Current Agenda

Daniel Trotta of 1182 Lamb addressed agenda item #6, Belleclaire Estates Site Condominium. He circulated photographs/drawings to express his concerns of potential flooding with the development in relation to his property.

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9. **PLANNING COMMISSION COMMENTS**

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The topics for discussion with City Council are:

- City of Troy Master Plan amendments
- Infill development, including residential
- Big Beaver Road development not meeting increased density
- Sober Living Facilities
- Maximum building height in GB General Business District
- Other

The Regular meeting of the Planning Commission adjourned at 8:13 p.m.

Respectfully submitted,



John J. Tagle, Chair



Kathy L. Czarnecki, Recording Secretary

On October 15, 2013, at 7:30 p.m., in the Council Chambers of Troy City Hall, Chair Kneale called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Allen Kneale
Bruce Bloomingdale
Glenn Clark
Kenneth Courtney
David Eisenbacher
Thomas Krent
David Lambert

Also Present:

Paul Evans, Zoning and Compliance Specialist
Julie Quinlan Dufrane, Assistant City Attorney
Paul McCown, ZBA alternate (in audience)

2. APPROVAL OF MINUTES – September 17, 2013

Moved by Courtney
Seconded by Lambert

RESOLVED, to approve the September 17, 2013 meeting minutes.

Yes: All

MOTION PASSED

3. APPROVAL OF AGENDA – Mr. Evans advised the applicant for item 4 (C), for property at 482 Starr, has postponed their matter to November 19, 2013.

4. HEARING OF CASES

A. Variance request, Nicolaie Santa, 2245 Alexander – In order to build a shed in the front yard adjacent to Paris, a variance from the requirement that sheds can be located only in rear yards. Zoning Ordinance Section 7.03 (B) (2) (a).

Moved by Krent
Seconded by Eisenbacher

RESOLVED, to grant the request.

Yes: All

MOTION PASSED

- B. Variance request, Arben and Emira Meka, 2529 Binbrooke – In order to construct a covered porch at the front of the house, an 8 foot variance to the required 40 foot front yard setback. Zoning Ordinance Section 4.06 (C) R-1B Zoning.

Moved by Kneale
Seconded by Lambert

RESOLVED, to deny the request.

Yes: Kneale, Krent, Lambert, Bloomingdale, Clark, Courtney
No: Eisenbacher

MOTION PASSED

- 5. COMMUNICATIONS – None
- 6. MISCELLANEOUS BUSINESS – None
- 7. PUBLIC COMMENT – None
- 8. ADJOURNMENT – The Zoning Board of Appeals meeting ADJOURNED at 8:43 p.m.

Respectfully submitted,

Allen Kneale, Chair

Paul Evans, Zoning and Compliance Specialist



CITY COUNCIL AGENDA ITEM

Date: November 5, 2013

To: Brian Kischnick, City Manager

From: Gary G. Mayer, Chief of Police *[Signature]*
 Keith Frye, Captain *[Signature]*
 Robert Redmond, Captain *[Signature]*

Subject: 2013 Year-To-Date Calls for Police Service Report

Each quarter the police department publishes a year-to-date report comparing the current year's data to the previous year. This data includes calls for police service, criminal offenses, arrests, clearance rates, traffic crashes, and citations issued. The police department data reporting complies with the National Incident Based Reporting System (NIBRS).

The third quarter statistics reflect a small decrease in Group A crimes. Group A crimes are typically the most serious offenses and closely correspond to the categories the FBI uses to determine serious crime rates for a community. Of particular interest are areas that may be depicting trends, specifically:

- Group A Crime decreased 3.7% (83 fewer incidents) from the 2012 level. Within the group, the following categories show notable variations:
 - Arson: Down 83.3% (10 fewer incidents)
 - Breaking and Entering: Up 33.1% (41 more incidents)
 - Destruction/Damage/Vandalism: Down 24.6% (60 fewer incidents)
 - Drug/Narcotic Offenses: Up 24.6% (48 more incidents)
 - Motor Vehicle Theft: Down 43.5% (40 fewer incidents)
 - Robbery: Down 45.5% (5 fewer incidents)
 - Weapon Law Violations: Up 33.3% (5 more incidents)

The number of Arson incidents reported in Troy dropped 83.3% from 2012. In late 2011 and 2012, Troy experienced a rash of dumpster fires that were categorized as arson. Through the efforts of the police department, the subjects involved in those incidents were identified and charged criminally. Those efforts are reflected in the reduced incidents of arson. The 2013 statistics are a more accurate reflection of arson crimes that occur in Troy.

Breaking and Entering incidents increased 33.1% this quarter in comparison to 2012. While the number of reported incidents has increased, there has also been an increase in the number of arrests and clearances. The FBI Uniform Crime Reporting (UCR) Program reports that nationally 12.7% of breaking and entering incidents are cleared. The Troy Police Department has a 19.8% clearance rate this year. The Department continues to take a proactive approach to this crime, utilizing intelligence sharing and surveillance techniques. On October 18, 2013 a suspect was arrested by the Special



CITY COUNCIL AGENDA ITEM

Investigations Unit while breaking into a residence. Ultimately, it was determined that this suspect was responsible for at least five Home Invasions / Breaking & Entering crimes in the City of Troy, and numerous others in surrounding cities.

Destruction/Damage/Vandalism incidents decreased 24.6%, from 244 incidents in 2012 to 184 incidents in 2013. Officers have increased patrols in both residential and business sectors which reduces the number of these types of incidents. Officers are also being provided with electronic crime alerts to notify them of problem areas requiring extra patrols.

Drug/Narcotics offenses rose from 195 incidents in the third quarter of 2012 to 243 incidents in the third quarter of 2013, a 24.6% increase. The K-9 Unit and Directed Patrol Units continue to perform monthly drug interdiction details. Officers have had additional training on detection, investigation and enforcement of drug related offenses.

There has been a decrease in motor vehicle thefts nationwide. Incidents of motor vehicle theft reported in Troy are consistent with that national trend. One factor is the increased security that is a standard feature of the automobile manufacturers.

Although the reported incidents for Robbery have decreased in the City of Troy (-45.5%) over last year's statistics, the number of reported incidents are so low that any change causes a significant change in percentages.

Weapon Law Violations increased 33.3%, from 15 incidents in 2012 to 20 incidents in the the third quarter of 2013. This increase can be attributed to the increase of proactive patrols for suspicious activities by officers.

- Group B Crime increased 7.8% (66 more incidents). Significant variations from the 2012 levels occurred in the following categories:
 - Driving Under the Influence: Up 5.8% (16 more incidents)
 - Family Offenses, Nonviolent: Up 75.0% (6 more incidents)
 - Trespass of Real Property: Down 68.4% (13 fewer incidents)

Driving under the influence offenses rose from 278 offenses in the third quarter of 2012 to 294 offenses in the third quarter 2013, an increase of 5.8%. One of the Operation Division goals is to increase the number of OWI arrests. Officers have worked hard to meet this goal and have increased the number of alcohol related arrests.

Incidents of Trespass of Real Property saw a reduction of -68.4% compared to the same reporting period as last year. Last year, there were 9 incidents reported through Somerset Collection Security, with 5 of those incidents directly related to the Apple store located within the mall. The Apple store previously had a policy that led to a significant number of subjects obtaining popular phones with criminal intent. Through problem-solving techniques, the Police department was able to encourage the Apple store to change their policy. The policy change, a vigilant Somerset Collection Security initiative, and strict enforcement of trespassing ordinances by Troy PD personnel addressed the



CITY COUNCIL AGENDA ITEM

problem. The reduction and overall number of reported Trespass incidents this year is more consistent with previous years

- Total incidents of crime (Group A & B combined) had a slight decrease of 0.5% (17 fewer incidents).
- Clearance rates, the percentage of offenses for which a perpetrator has been prosecuted, or positively identified but not prosecuted, continue to be high:
 - 42.0% of reported Group A Crime
 - 84.1% of reported Group B Crime
 - 55.2% of all reported crime has been cleared
- Total Arrests increased 4.2% (84 more arrests)
 - Group A Crime Arrests: Increased 13.5% (108 more arrests)
 - Group B Crime Arrests: Increased 12.9% (94 more arrests)
- Group C (non-criminal) calls for police service increased by 1.3% (294 more incidents).
- Overall incidents or calls for service, criminal and non-criminal, are up 1.1% (278 more incidents/calls for service overall).
- Year-to-date reported traffic crashes by category were:
 - Personal Injury crashes were up by 13.7% (37 more incidents)
 - Property Damage crashes increased 13.3% (224 more incidents)
 - Fatal crashes were unchanged with 3 incidents in both 2012 and 2013
- Total traffic citations issued decreased 7.0% (605 fewer citations)
 - Hazardous traffic citations issued decreased 7.4% (411 fewer citations)
 - Non-Hazardous traffic citations issued decreased 22.0% (176 fewer citations)
 - License/title/registration citations issued increased 2.8% (51 more citations)
 - Parking citations issued decreased 17.6% (69 fewer citations)
- Distracted Driving: 79 citations and 95 warnings total issued through the third quarter of 2013 (decreases of 36.8% and 45.1% respectively). The distracted driving citation total is included in the hazardous traffic citations total.
 - 62 citations and 75 warnings issued for handheld devices (decreases of 42.1% and 42.3% respectively)
 - 10 citations and 6 warnings issued for texting (decreases of 16.7% and 62.5% respectively)
 - 7 citations and 14 warnings issued for other actions (an increase of 16.7% and a decrease of 48.1% respectively)

There was a 9.0% decrease in the number of alarm calls from the third quarter of 2012 as compared to 2013 which is 205 fewer incidents. Officers have been provided with monthly reports listing locations with repeat alarms. Officers have used this information to meet with alarm holders to resolve false alarm issues.



CITY COUNCIL AGENDA ITEM

Total Reportable Traffic Crashes increased from 1,958 reported in 2012 to 2,219 reported in 2013 an increase of 13.3%. Traffic flow in the city has increased due to positive economic growth in both the residential and business sectors which attributes to the slightly increased number of reportable traffic crashes. Understanding the reasons for the increase is important. Part of the explanation has to do with our economic environment. Year to date economic activity in the city is increasing, and that of course is a good thing. While precisely measurements of the increase are still in progress, estimates of the changes in economic activity from last year to this year are available. According to Glenn Lapin, Economic Development Specialist for the City of Troy, since this time last year business development is up, the number of people employed in the city is up, and occupancy rates in the office, industrial and retail sectors are all up. That increased economic activity means more vehicles traveling to and from those jobs on city streets, and more vehicles lead, inevitably, to more traffic crashes. In addition, the increase in economic activity has lead to a dramatic increase in construction seen throughout the city. Unfortunately construction zones also lead to higher congestion and that congestion often leads to traffic crashes. When these factors are taken into consideration a 13.3% increase in traffic crashes, which may sound like a lot but is actually an increase of less than one traffic crash per day, should be anticipated.

The total number of Traffic Citations decreased from 8,599 in 2012 to 7,994 in 2013, a decrease of 7%. At the same time traffic crashes are up, issued traffic citations are down. A review of this data may lead some to wonder if the reason crashes are up is at least partly because officers are issuing fewer citations. And there may, in fact, be a connection. As we are going through the process of hiring new officers, they need to be trained. This requires the use of veteran officers to be removed from other duties, including traffic enforcement, to train the new officers. Of course some of that training time is spent teaching traffic enforcement, but during the training process there will still be a significant reduction in the amount of time spent issuing citations.

Prepared by Paula Bratto

Troy Police Department

January through September 2013/2012 Comparison

Group A Crime Categories	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Y-T-D		Percent	Y-T-D		Percent	Y-T-D		Percent	Y-T-D	
	2013	2012	Change	2013	2012	Change	2013	2012	Change	2013	Percent
Arson	2	12	-83.3%	2	12	-83.3%	2	0	+	2	100.0%
Assault Offenses	361	347	4.0%	442	417	6.0%	107	97	10.3%	162	36.7%
Bribery	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Breaking and Entering	165	124	33.1%	167	125	33.6%	15	13	15.4%	33	19.8%
Counterfeiting/Forgery	17	20	-15.0%	18	20	-10.0%	3	3	NC	3	16.7%
Destruction/Damage/Vandalism	184	244	-24.6%	193	258	-25.2%	7	12	-41.7%	17	8.8%
Drug/Narcotic Offenses	243	195	24.6%	358	292	22.6%	284	205	38.5%	337	94.1%
Embezzlement	48	48	NC	50	51	-2.0%	32	27	18.5%	20	40.0%
Extortion/Blackmail	1	0	+	1	0	+	0	0	NC	0	0.0%
Fraud Offenses	120	108	11.1%	127	120	5.8%	29	22	31.8%	31	24.4%
Gambling Offenses	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Homicide Offenses	0	2	-	0	2	-	0	2	-	0	0.0%
Kidnapping/Abduction	0	0	NC	0	1	-	0	0	NC	0	0.0%
Larceny/Theft Offenses	936	1,015	-7.8%	958	1,039	-7.8%	389	378	2.9%	368	38.4%
Motor Vehicle Theft	52	92	-43.5%	57	95	-40.0%	4	4	NC	6	10.5%
Pornography/Obscene Material	1	3	-66.7%	2	3	-33.3%	0	0	NC	0	0.0%
Prostitution Offenses	1	1	NC	1	2	-50.0%	1	2	-50.0%	1	100.0%
Robbery	6	11	-45.5%	6	11	-45.5%	3	7	-57.1%	3	50.0%
Sex Offenses, Forcible	17	20	-15.0%	21	24	-12.5%	5	5	NC	13	61.9%
Sex Offenses, Nonforcible	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Stolen Property Offenses	8	8	NC	9	13	-30.8%	8	8	NC	8	88.9%
Weapon Law Violations	20	15	33.3%	25	20	25.0%	17	13	30.8%	20	80.0%
Group A Total	2,182	2,265	-3.7%	2,437	2,505	-2.7%	906	798	13.5%	1,024	42.0%
Group B Crime Categories											
Bad Checks	26	25	4.0%	27	28	-3.6%	12	7	71.4%	8	29.6%
Curfew/Loitering/Vagrancy	0	0	NC	0	3	-	0	0	NC	0	0.0%
Disorderly Conduct	11	14	-21.4%	15	19	-21.1%	6	6	NC	8	53.3%
Driving Under the Influence	294	278	5.8%	353	335	5.4%	300	277	8.3%	349	98.9%
Drunkenness	1	1	NC	1	2	-50.0%	0	0	NC	0	0.0%
Family Offenses, Nonviolent	14	8	75.0%	15	11	36.4%	2	1	100.0%	4	26.7%
Liquor Law Violations	35	39	-10.3%	82	86	-4.7%	74	125	-40.8%	80	97.6%
Peeping Tom	2	2	NC	2	2	NC	0	0	NC	0	0.0%
Runaway (Under 18)	7	11	-36.4%	7	11	-36.4%	0	0	NC	0	0.0%
Trespass of Real Property	6	19	-68.4%	6	24	-75.0%	4	7	-42.9%	3	50.0%
All Other	511	444	15.1%	602	537	12.1%	426	307	38.8%	482	80.1%
Group B Total	907	841	7.8%	1,110	1,058	4.9%	824	730	12.9%	934	84.1%
Group A and B Total	3,089	3,106	-0.5%	3,547	3,563	-0.4%	1,730	1,528	13.2%	1,958	55.2%
Above data includes both completed and attempted offenses.											

Troy Police Department

January through September 2013/2012 Comparison

Description	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Y-T-D		Percent Change	Y-T-D		Percent Change	Y-T-D		Percent Change	Y-T-D	
	2013	2012		2013	2012		2013	2012		2013	Percent
Alarms	2,062	2,267	-9.0%	2,062	2,268	-9.1%	NA	NA	NA	NA	NA
All Other	20,263	19,764	2.5%	20,548	20,042	2.5%	338	456	-25.9%	NA	NA
Group C Miscellaneous Total	22,325	22,031	1.3%	22,610	22,310	1.3%	338	456	-25.9%	NA	NA
Group E Fire Total	43	42	2.4%	43	42	2.4%	NA	NA	NA	NA	NA
Grand Totals	25,457	25,179	1.1%	26,200	25,915	1.1%	2,068	1,684	4.2%	1,958	55.2%

Traffic Crashes and Citations

Reportable Traffic Crashes

	2013	2012	Change	2013 Alcohol Involved Crashes	2012 Alcohol Involved Crashes
Personal Injury	308	271	13.7%	17 Incidents--5.5%	15 Incidents--5.6%
Property Damage	1,908	1,684	13.3%	42 Incidents--2.2%	21 Incidents--1.2%
Fatal	3	3	NC	0 Incidents--0.0%	0 Incidents--0.0%
Total Reportable	2,219	1,958	13.3%	59 Total Incidents--2.7%	36 Total Incidents--1.8%
Private Property Crashes	548	567	-3.7%		
Crashes Grand Total	2,767	2,525	9.5%		

Traffic Citations

Hazardous	5,179	5,590	-7.4%
Non-hazardous	623	799	-22.0%
License, Title, Registration	1,870	1,819	2.8%
Parking	322	391	-17.6%
Traffic Citations Total	7,994	8,599	-7.0%

Distracted Driving	Citations			Warnings			Combined Total		
	3rd Quarter		Percent Change	3rd Quarter		Percent Change	3rd Quarter		Percent Change
	2013	2012		2013	2012		2013	2012	
Handheld Device	62	107	-42.1%	75	130	-42.3%	137	237	-42.2%
Other Action	7	6	16.7%	14	27	-48.1%	21	33	-36.4%
Texting	10	12	-16.7%	6	16	-62.5%	16	28	-42.9%
Distracted Driving Total	79	125	-36.8%	95	173	-45.1%	174	298	-41.8%

Distracted driving citation totals are included in hazardous total.



CITY COUNCIL AGENDA ITEM

Date: November, 6 2013

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development *MF*
Steve Burns, Building Official, SAFEbuilt *SB*
Paul Featherston, Building Official, SAFEbuilt *PF*
Mitch Grusnick, City Building Official *MG*

Subject: Building Department Activity Report – October, 2013

The following attachment contains a summary of permit activity and project valuation for the Building Inspection Department comparing October 2012 to October 2013. Permit activity and inspections have continued to increase.

We have issued 8541 building, plumbing, electrical and mechanical related permits for the year so far compared to 7406 in October of 2012.

Year to date project valuations thru October 2013 are at \$126,109,957. Compared to September 2012 building related permits had a valuation of \$117,076,581. Not a significant increase in valuation but definitely an increase in overall activity.

Our inspectors performed 12,380 trade inspections by the month of October, 2012 compared to 14,581 by the month of October, 2013.

Attachments:

1. Building Department Activity Report

Preparer of memo\File name\File location

BUILDING PERMITS ISSUED

	BUILDING PERMITS 2012	PERMIT VALUATION 2012	BUILDING PERMIT REVENUE 2012	BUILDING PERMITS 2013	PERMIT VALUATION 2013	BUILDING PERMIT REVENUE 2013
JANUARY	77	\$7,124,788.00	\$165,958.59	134	\$ 17,779,504.00	\$325,899.80
FEBRUARY	95	\$ 9,389,991.00	\$ 160,308.24	85	\$ 4,917,385.00	\$ 147,780.63
MARCH	151	\$ 6,931,863.00	\$ 201,917.53	119	\$ 8,792,342.00	\$ 214,333.92
APRIL	165	\$ 11,266,382.00	\$ 245,615.15	139	\$ 7,893,210.00	\$ 183,511.89
MAY	243	\$ 11,559,555.00	\$ 281,126.31	231	\$ 11,331,067.00	\$ 282,130.55
JUNE	180	\$ 7,633,262.00	\$ 216,532.32	205	\$ 13,523,975.00	\$ 302,089.28
JULY	189	\$ 15,233,416.00	\$ 328,465.63	228	\$ 13,915,855.00	\$ 398,711.85
AUGUST	213	\$ 14,438,447.00	\$ 328,960.94	232	\$ 13,670,900.00	\$ 347,740.85
SEPTEMBER	169	\$ 15,280,341.00	\$ 284,069.97	202	\$ 7,587,238.00	\$ 202,272.40
OCTOBER	214	\$ 19,018,536.00	\$ 310,992.21	247	\$ 26,698,481.00	\$ 427,291.44
NOVEMBER	144	\$ 13,959,463.00	\$ 188,185.35	0	\$ -	\$ -
DECEMBER	115	\$ 4,389,275.00	\$ 150,134.05	0	\$ -	\$ -
TOTAL	1955	\$136,225,319.00	\$2,862,266.29	1822	\$126,109,957.00	\$2,831,762.61



U.S. Department of Homeland Security
UNITED STATES SECRET SERVICE

Detroit Field Office
 477 Michigan Avenue, Suite 1000
 Detroit, Michigan 48226

October 7, 2013

U.S. Secret Service
 Patrick V. McNamara Building
 477 Michigan Avenue, Suite 1000
 Detroit, Michigan 48226

Chief Gary G. Mayer
 Troy Police Department
 500 West Big Beaver
 Troy, MI 48084

Dear Chief Mayer:

Please let me extend my gratitude to the officers of the Troy Police Department for their assistance during the recent visit of President and Mrs. Nishani of Albania to Troy, Michigan. They did an excellent job. As you know, without the assistance of local law enforcement, the Secret Service's task of protecting Foreign Dignitaries would have been much more difficult.

Additionally, I would like to thank in particular Lieutenant Russ Harden and all the officers who assisted with this assignment. They were an invaluable asset during the visit.

The Secret Service appreciates your expertise and service in helping make this visit a success. Your participation and continued support are always greatly appreciated.

We look forward to working with you and other members of your agency in the future.

Sincerely,

Jeffrey Frost
 Special Agent in Charge



LT. RUSS HARDEN
 POLICE OFFICERS RUSS BARRONS + KATE RACZKA

THANK YOU ALL FOR YOUR PROFESSIONAL
 HANDLING OF THIS.