

PLANNING COMMISSION MEETING AGENDA SPECIAL/STUDY MEETING

500 W. Big Beaver
Troy, MI 48084
(248) 524-3364
www.troymi.gov
planning@troymi.gov

Michael W. Hutson, Chair, and Mark Maxwell, Vice Chair
Donald Edmunds, Tom Krent, Philip Sanzica, Robert M. Schultz
Thomas Strat, John J. Tagle, and Lon M. Ullmann

October 25, 2011

7:30 P.M.

Council Board Room

1. ROLL CALL
2. APPROVAL OF AGENDA
3. MINUTES – October 11, 2011 Regular Meeting
4. PUBLIC COMMENT – For Items Not on the Agenda
5. ZONING BOARD OF APPEALS (ZBA) REPORT
6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT
7. PLANNING AND ZONING REPORT

OTHER ITEMS

8. PRESENTATION BY CITY MANAGER – Evolution to Achieve Organizational Sustainability
9. TRANSIT CENTER “PRE-WORKSHOP” DISCUSSION – Dialogue with City Engineer Steve Vandette
10. POTENTIAL REZONING APPLICATION
11. PUBLIC COMMENT – Items on Current Agenda
12. PLANNING COMMISSION COMMENT

ADJOURN

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov 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.

Chair Hutson called the Regular meeting of the Troy City Planning Commission to order at 7:30 p.m. on October 11, 2011 in the Council Chamber of the Troy City Hall.

1. ROLL CALL

Present:

Donald Edmunds
Michael W. Hutson
Tom Krent
Mark Maxwell
Philip Sanzica
Robert Schultz
Thomas Strat
John J. Tagle
Lon M. Ullmann

Also Present:

R. Brent Savidant, Planning Director
Paul Evans, Zoning & Compliance Specialist
Allan Motzny, Assistant City Attorney

2. APPROVAL OF AGENDA

Resolution # PC-2011-10-058

Moved by: Schultz
Seconded by: Strat

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES

Resolution # PC-2011-10-059

Moved by: Edmunds
Seconded by: Tagle

RESOLVED, To approve the minutes of the September 13, 2011 Regular meeting as prepared.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

5. ZONING BOARD OF APPEALS (ZBA) REPORT

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

7. PLANNING AND ZONING REPORT

NEW BUSINESS

8. CHAPTER 85 - SIGNS – Discuss Document

There was general Planning Commission discussion on Chapter 85 Signs.

OTHER BUSINESS

9. PLANNING COMMISSION COMPENSATION

Resolution # PC-2011-10-060

Moved by: Schultz

Seconded by: Sanzica

WHEREAS, The Planning Commission understands the gravity of the city’s revenue shortfall due to the current economic situation and the resulting decline of property values in the city. The Planning Commission fully supports the actions of City Council, City Management and all City Employees in their commitment to proactively address this difficult situation; and,

WHEREAS, Be it known that in an effort to control costs the Planning Commission has reduced its meeting schedule from three (3) meetings per month to two (2) meetings per month. This action eliminated one third of the overhead costs associated with Planning Commission operations. These costs included, but are not limited to, staff time of the Planning Department, City Attorney’s Office, Building Services and Community Affairs, consultant services, as well as Planning Commissioner remuneration. Additionally, the Commission’s education, Publication and Travel budget has been reduced by 70%; and,

WHEREAS, It is public knowledge that every employee in the city has taken a minimum of a 10% reduction in compensation. The members of the Planning Commission wish to publicly thank each and every employee for the sacrifices they have made in order to assist in the elimination of the city’s revenue shortfall; and,

WHEREAS, It is the consensus of this Commission that any and all compensated elected officials, board or commission members should make those same sacrifices, not because the result will have a major impact upon the city’s budget, but because it is simply the right thing to do.

THEREFORE BE IT RESOLVED, That the Planning Commission requests that City Council reduce our per meeting remuneration by 10% effective immediately.

Yes: All present (9)

MOTION PASSED

10. PUBLIC COMMENT – Items on Current Agenda

11. PLANNING COMMISSION COMMENTS

The Regular Meeting of the Planning Commission adjourned at 8:55 p.m.

Respectfully submitted,

Michael W. Hutson, Chair

R. Brent Savidant, Planning Director

DATE: October 18, 2011
TO: Planning Commission
FROM: R. Brent Savidant, Planning Director
SUBJECT: TRANSIT CENTER "PRE-WORKSHOP" DISCUSSION – Dialogue with City Engineer Steve Vandette

City Council granted Preliminary Site Plan Approval to the project on September 20, 2010, subject to a design workshop being held prior to Final Site Plan Approval. The project will need to be revised as a result of Birmingham's non-participation.

City Council approved the MDOT Capital Contract for the Troy Multi-Modal Transit Facility on September 12, 2011. The City now has two years to complete construction of the project.

The City is in the process of soliciting bids for Architectural/Engineer (A/E) consultant services. The A/E consultant will be selected in November, 2011, and will prepare final design plans for the project.

The City Engineer requested placement on the agenda to update the Planning Commission on the Transit Center Project. This meeting will be opportunity to discuss the design workshop that will be held after the City selects the Architectural/Engineer (A/E) consultant. Further, the meeting will serve as a pre-workshop meeting to get the Planning Commission thinking about some solutions to some design questions. There are more design questions now that we have a bridge, including style and how it connects to the building.

Please be prepared to discuss this item at the October 25, 2011 Special/Study meeting.

Attachments:

1. City Council Resolution #2010-09-202
2. Approved Preliminary Site Plan (Addendum #1 from A/E RFP)
3. City Council memo dated September 9, 2011
4. MDOT Contract
5. Status of Troy Multi-Modal Transit Facility and Planning Commission Input at Future Workshop Meeting

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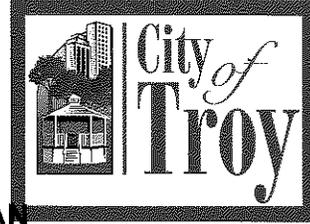
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6. City Council Presentation dated September 20, 2010

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**CITY OF TROY
OAKLAND COUNTY, MICHIGAN**

RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, September 20, 2010, the following Resolution was passed:

I-4 Preliminary Site Plan Approval (File Number SP 957) – Troy/Birmingham Intermodal Transit Facility – South of Maple Road, West of Coolidge, Section 31, Zoned M-1 (Light Industrial) – Controlled by Consent Judgment

Resolution
Moved by Schilling
Seconded by Slater

RESOLVED, That Troy City Council hereby **GRANTS** Preliminary Site Plan Approval, as requested for the proposed Troy/Birmingham Intermodal Transit Facility, located south of Maple Road, west of Coolidge Highway, in Section 31, within the M-1 Zoning District and controlled by Consent Judgment.

Vote on Resolution to Amend Proposed Resolution A – As Recommended by City Management by Substitution

Resolution #2010-09-202
Moved by Beltramini
Seconded by Kerwin

RESOLVED, That Troy City Council hereby **AMENDS** proposed Resolution A – As Recommended by City Management by **STRIKING** it in its entirety and **SUBSTITUTING** it with Resolution B – As Recommended by the Planning Commission.

Yes: McGinnis, Slater, Beltramini, Fleming, Kerwin
No: Schilling
Absent: Howrylak

MOTION CARRIED

Vote on Resolution to Amend Proposed Resolution B – As Recommended by the Planning Commission

Resolution #2010-09-203
Moved by Beltramini
Seconded by Kerwin

RESOLVED, That Troy City Council hereby **AMENDS** Resolution B - As Recommended by the Planning Commission by **INSERTING** "after the results of the environmental assessment so that changes required by the environmental assessment may be made in conjunction with any enhancements outlined at the workshop and then presented as a whole to Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval" **AFTER** "workshop" and **STRIKE** "so that the results of the workshop can be presented to the Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval in the second "BE IT FURTHER RESOLVED".

Yes: Slater, Beltramini, Fleming, Kerwin, McGinnis

No: Schilling

Absent: Howrylak

MOTION CARRIED

Vote on Resolution as Amended by Substitution

Resolution #2010-09-204

Moved by Schilling

Seconded by Slater

RESOLVED, That Troy City Council hereby **GRANTS** Preliminary Site Plan Approval, requested for the proposed Troy/Birmingham Intermodal Transit Facility, located south of Maple Road, west of Coolidge Highway, in Section 31, within the M-1 Zoning District and controlled by Consent Judgment; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Management to conduct a design workshop prior to final approval, with members of the Planning Commission, the Planning Board, the Hubbell, Roth & Clark team and staff from the Cities of Birmingham and Troy. The goal of the workshop would be to discuss and incorporate further design enhancements into the plans for improved aesthetics and functionality of the project. In general, the enhancements will address:

- Building façade articulation to create a greater visual interest;
- A more identifiable building entrance;
- Enhancing the sense of arrival by focusing on a major point of interest;
- Establishing visual interest with human-scale elements at the building;
- Creating transitional features between the building, the ground plane and retaining wall; and
- Offering additional, cost effective, sustainable design features.

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** City Management to schedule the workshop after the results of the environmental assessment so that changes required by the environmental assessment may be made

in conjunction with any enhancements outlined at the workshop and then presented as a whole to Troy City Council and Birmingham's Planning Board prior to Final Site Plan Approval; and

BE IT FINALLY RESOLVED, That the project **SHALL** be developed so that the construction cost does not exceed the approved funding amount.

Yes: Beltramini, Fleming, Kerwin, McGinnis, Slater
No: Schilling
Absent: Howrylak

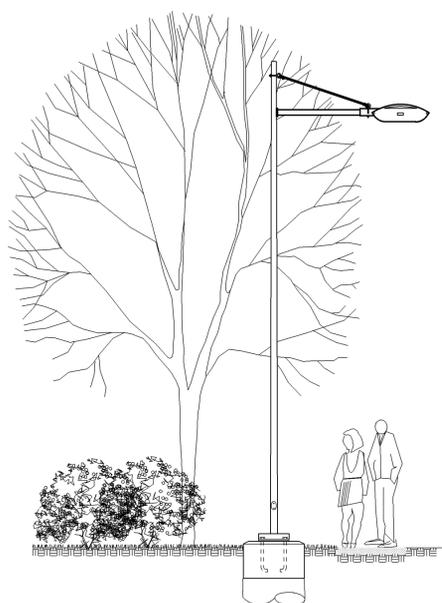
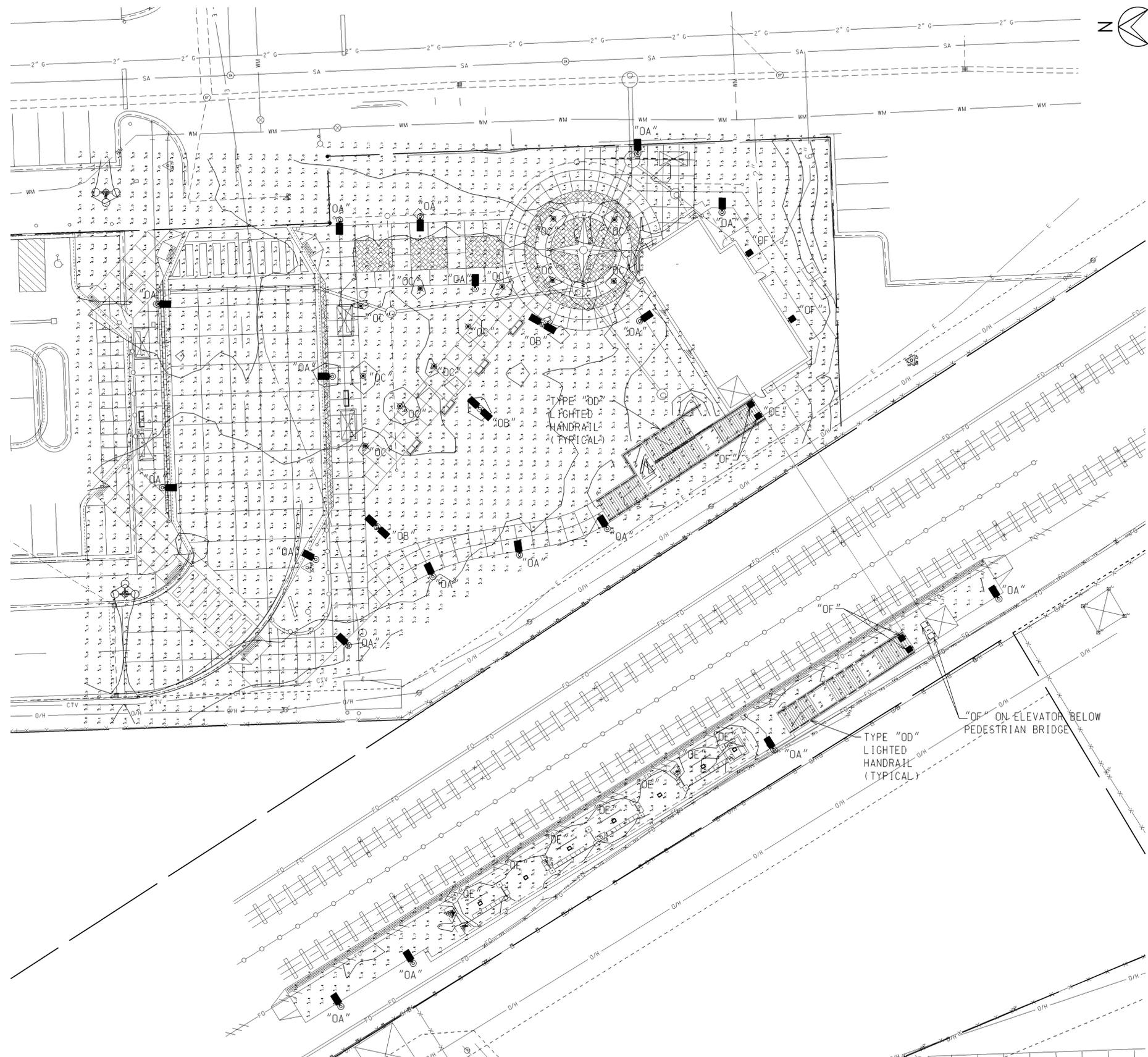
MOTION CARRIED

MOTION CARRIED

I, M. Aileen Bittner, duly appointed Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Twentieth day of September, 2010.



M. Aileen Bittner, CMC
City Clerk



TYPE "OA" DETAIL
N.T.S.

JEFFERSON BOLLARD SPECIFICATIONS
September, 2004

Product Description:
Specifications are subject to change without notice.

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- Retail
- Government Buildings
- Libraries
- Museums
- Hospitals

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All of our products come with a THREE YEAR warranty from the date of purchase. Our STAINLESS STEEL products are warranted against defects in material or workmanship for a period of three years. We are confident in what we do. Our designs are practical, timeless and aesthetically pleasing. We assure you that our products will work for you and be the best investment you can make.

Options:

- Surface mount or Embedded
- Glass mounted powder coat colors
- Custom Colors - Steel, Glass or Powder Coat
- Finishes - Gloss or Matte
- Customization - please contact Conceptual Site Furnishings, Inc.

Dimensions: 6.625" D x 30.31" H

Materials:

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- 1" Diameter Stainless Steel
- Cast Aluminum Top
- Light has the option to be set out for light

800 477 6666, Suite B • Weymouth, MA 01980
P 978 940 0022 • F 978 940 0028
www.conceptualsite.com

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(3 WORKING DAYS)
BEFORE YOU DIG
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or 811
CALL811.COM (TOLL FREE)

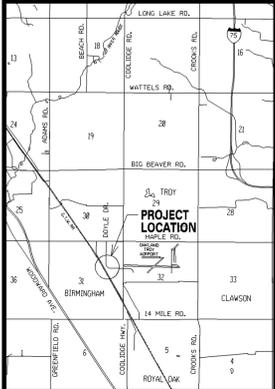


HRC
HUBBELL, ROTH & CLARK, INC.
Consulting Engineers

555 HULET DRIVE
BLOOMFIELD HILLS, MICH. P.O. BOX 824
48303-0824

PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 338-2592
WEB SITE: <http://www.hrc-engr.com>

| DATE | ADDITIONS AND/OR REVISIONS |
|----------|----------------------------|
| DESIGNED | D.D. Kelley |
| DRAWN | B.B. Hetchler |
| CHECKED | D.D. Kelley |
| APPROVED | L.R. Ancypa |



CITY OF TROY

INTERMODAL TRANSIT FACILITY

OAKLAND COUNTY MICHIGAN

PRELIMINARY ELECTRICAL PHOTOMETRIC PLAN

| | |
|-------------------------|---------------------------|
| HRC JOB NO. 20110498 | SCALE 1" = 20' |
| DATE OCTOBER 3, 2011 | SHEET NO. FC-01 |



CITY COUNCIL ACTION REPORT

September 9, 2011

TO: The Honorable Mayor and City Council

FROM: John Szerlag, City Manager
Mark Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer

SUBJECT: Approval of MDOT Capital Contract for the Troy Multi-Modal Transit Facility, MDOT Contract No. 2011-0231, Project No. 113143

Recommendation:

Staff recommends that City Council approve the attached MDOT Capital Contract No. 2011-0231 with the Michigan Department of Transportation (MDOT) for the purpose of fixing the rights and obligations of each agency for the final design and construction of the Troy Multi-Modal Transit Facility. The agreement is based on standard MDOT contract language, similar to MDOT contracts approved by City Council for federally funded major road projects. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the contract.

Relocation of Train Platform to Troy Side:

After Birmingham's withdrawal from the Transit Center project, the tunnel linking the cities was deleted and the project was revised to eliminate improvements in Birmingham. As part of these revisions, the platform was relocated to the Troy side of the Canadian National (CN) railroad. (copy of the previous status report is attached).

As necessary planning took place to implement this change, we were informed that the platform on the Troy side required a commitment from Canadian National (CN) railroad to allow the necessary track improvements to switch the AMTRAK train from the west track to the east track. This commitment and preliminary switch design plan was secured, however a financial commitment for 20 year track and switch maintenance, as required by the Federal Rail Administration (FRA), proved problematic as neither the City nor AMTRAK was willing to assume the cost of maintaining the switches. Additionally, the east track may be removed by CN in the future due to its poor condition and lower freight traffic. Should that happen, a substantial investment in switches to bring the AMTRAK train to the Troy side would be lost.

Proposed Site Plan:

The proposed site plan places the platform on the Birmingham side in CN right-of-way and adds a bridge over the tracks from the Troy Multi-Modal Transit building to the platform. No property from Birmingham is required for this design. There will be no access to the platform from the Birmingham

side, but the revised plan allows access in the future if Birmingham can acquire the necessary property. An elevator and stairs are included on both sides of the bridge. With the elimination of the track switches, grant funding continues to be sufficient to cover the estimated cost of the Troy Multi-Modal Transit Facility, from final design through construction and completion of all improvements.

Contract Details and Requirements:

The Contract provides funding for the final design and construction of the Troy Multi-Modal Transit Facility, which must be completed within 2 years of Contract approval. On August 23, 2011 The FRA indicated to the City that this Contract must be approved by September 16, 2011; immediately following their approval of the Environmental Assessment (EA). The EA was recently approved by the Federal Rail Administration on September 9, 2011. Approval of the Contract at the regular meeting of September 12th is the first and last opportunity for this contract to be approved by Council. If the City does not approve the Contract by September 16, 2011, the FRA indicated that the \$8.5 million grant will be reallocated to another project elsewhere in the country, possibly to another state.

The Contract as submitted is based on estimated costs, which is standard with all MDOT contracts. These contracts are prepared for the purpose of obligating the project and before actual costs are known. The City's reimbursements from MDOT, under the contract, will be based on the actual cost incurred as the project proceeds through final design and construction.

Next Steps:

The following is an outline of steps following approval of the Contract. The process begins with other approvals required by FRA; followed by selection of a design consultant, project manager, and ending with project completion is as follows:

- FRA and City Approval of AMTRAK lease agreement
- FRA Approval of updated Statement of Work with addition of the Bridge
- FRA and City Approval of Host (CN Railroad) Railroad Agreement
- RFP for Architectural/Engineering (A/E) Design Consultant
- RFP for Construction Manager at Risk (CMR)
- FRA Approval of updated Project Management Plan with addition of the Bridge
- FRA Approval of updated Financial Plan with addition of the Bridge
- Award Contract to A/E Design Consultant
- Conduct Design Workshop with A/E Consultant and Planning Commission
- City Approval of Revised Site Plan
- Complete Final A/E Design Plans
- Construction Manager Selection and Construction Procurement
- Permit Acquisition
- Construction
- Final Inspection, Project Acceptance and Grant Close Out

The timeline for completion of all steps is two (2) years from date of Contract approval; September 12, 2011 to September 11, 2013.

Operation and Maintenance Costs:

The operation and maintenance costs of the Troy Multi-Modal Transit Facility are estimated at \$30,000 per year, including but not limited to utilities, snow removal, building and building maintenance. Another estimate of these costs will be done following final site design. The building site will be designed to minimize long term maintenance cost. A lease agreement with AMTRAK will offset these costs, as will vending, taxi and other agreements to be negotiated following this Contract approval.

Financial Considerations:

The engineer's estimate of design and construction is \$8,484,686. There is \$8,485,212 in federal funding provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA's High-Speed Intercity Passenger Rail program (HSIPR). The project's design and construction is 100% funded with federal ARRA funds. The project is also funded by a \$1.3 million grant from the Federal Transit Administration (FTA). The FTA funds are currently not required for design and construction of the Troy Multi-Modal Transit Facility.

Legal Considerations:

The format and content of the Contract has been reviewed by the City Attorney's Office and is consistent with past MDOT contracts approved by City Council for various road projects such as Rochester Road, Long Lake Road, Big Beaver and Stephenson Highway projects.

REVIEWED AND APPROVED:

Lori Grigg Bluhm, City Attorney



MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF TROY
RAIL PASSENGER STATION
CAPITAL CONTRACT

THIS CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the “DEPARTMENT,” and the City of Troy, hereinafter referred to as the “CITY.”

WITNESSETH:

WHEREAS, the Federal Railroad Administration (FRA) has awarded High Speed Rail funds for the final design and construction of the Troy Multi-Modal Transit Facility and site; and

WHEREAS, the Federal funding will be provided under the American Recovery and Reinvestment Act of 2009 (ARRA) pursuant to the FRA’s High-Speed Intercity Passenger Rail program (HSIPR); and

WHEREAS, the purpose of the project is to benefit intercity passenger rail service, and the CITY is committed to helping to achieve, to the extent to which it is capable, the anticipated project benefits;

NOW, THEREFORE, the parties agree as follows:

Section 1. PURPOSE

This Contract is to provide for the final design and construction of the Troy Multi-Modal Transit Facility, as set forth in Attachment A, dated March 8, 2011, attached hereto and made a part hereof, such work hereinafter referred to as the “PROJECT.” The PROJECT will be performed in accordance with the Statement of Work, attached to and a part of the Grant Agreement (as defined below) submitted to the FRA by the DEPARTMENT, said Statement of Work attached hereto and made a part hereof by reference as if the same were repeated in full herein.

The DEPARTMENT will participate in the PROJECT by making up to Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00) in ARRA funding available to the CITY for use in financing the PROJECT, as set forth in Section 4.

Section 2. PROJECT

- a. The CITY will perform or cause to be performed all of the PROJECT work. It is understood that the CITY will contract for all or portions of the PROJECT work, including the final design and construction services. The performance of the PROJECT work will be subject to all requirements contained in the DEPARTMENT's grant/cooperative agreement with the FRA concerning the PROJECT (the "Grant Agreement"), Grant Agreement Number _____, a copy of which will be provided under separate cover when available, and to the following:
- (i) The PROJECT will comply with the requirements of the Americans with Disabilities Act.
 - (ii) All CITY subcontracts will be submitted for approval to the DEPARTMENT and, if necessary, the FRA, prior to award. Any such approvals will not be construed as a warranty of the subcontractors' qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 - (iii) The CITY will accept full responsibility for the design and construction of the PROJECT building(s). Any reviews undertaken by the DEPARTMENT are for its own purposes and will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT, nor will such reviews relieve the CITY of liability for any claims, causes of action, or judgments arising out of the design for the modifications to the PROJECT building(s). It is understood that the CITY will, under contract with a licensed engineer and/or architect, perform all engineering activities required for completion of the PROJECT.
 - (iv) The CITY will neither advertise nor award the construction contract(s) for the PROJECT prior to receipt of written authorization from the DEPARTMENT to proceed.
 - (v) The CITY, prior to receiving authorization from the DEPARTMENT to advertise the construction contract(s), will certify to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable state and federal standards and regulations.

- (vi) It is understood that the construction contract(s) for the PROJECT will be publicly advertised and awarded on the basis of the lowest responsive and responsible bid, in accordance with current FRA and DEPARTMENT procedures, including 49 CFR Part 18. The successful bidder(s) will be qualified to perform the work in accordance with all bidding requirements, as determined and approved by the DEPARTMENT and the FRA.
- (vii) The CITY, prior to receipt of authorization from the DEPARTMENT to award the construction contract(s), will certify to the DEPARTMENT that the selection of the contractor(s) was made in accordance with the terms of this Contract and applicable federal, state, and local statutes, regulations, and ordinances.
- (viii) During the construction phase of the PROJECT, the CITY, through its PROJECT engineer/architect, will be in charge of the PROJECT and will ensure that the plans and specifications are followed.
- (ix) The CITY will secure any and all necessary permits with concerned federal, state, and local agencies, etc., as may be necessary under federal, state, and local laws for the performance of work required for the PROJECT and will forward such permits to the DEPARTMENT for such reviews and approvals as may be required.
- (x) The CITY will require any contractor that is awarded a contract for the construction of the PROJECT to provide and maintain, at a minimum, the following insurance:

Personal injury, bodily injury, and property damage insurance for the duration of the PROJECT in the amount of One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.

Owner's protective liability insurance naming as insured the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, the CITY, and their officials, agents, and employees for the duration of the PROJECT. Copies of certificates of insurance will be provided to the insured. The insurer will be required to give 30 days written notice of any cancellation or change in coverage to the insured. It is understood that the DEPARTMENT does not assume ownership of the PROJECT building(s) or of the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

The CITY will provide the DEPARTMENT with written notice by certified mail of any cancellation or change in insurance coverage within fourteen (14) days of receiving notice of any such cancellation or change.

The CITY agrees that ARRA funds will not be used for first-dollar liability costs for insurance.

- (xi) The CITY will, within ten (10) days of any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- (xii) The CITY will, when issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and the FRA credit for participation in the PROJECT and provide that the PROJECT is funded by the FRA with funds provided through ARRA.
- (xiii) The CITY will consider posting a sign at all fixed PROJECT locations at the most publicly accessible location announcing that the PROJECT is funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the sign(s) will be consistent with guidance issued by the Office of Management and Budget (OMB) and/or the U.S. Department of Transportation, and must be approved by the FRA.
- (xiv) Within sixty (60) days of completion of all PROJECT work, the CITY will prepare a PROJECT report, in accordance with current DEPARTMENT requirements, and submit it to

Al Johnson, Supervisor
Office of High Speed Rail & Innovative Project Advancement
425 West Ottawa Street, P. O. Box 30050
Lansing, MI 48909

- (xv) Upon completion of the PROJECT work and acceptance thereof by the CITY, the CITY will so notify the DEPARTMENT and will request a final acceptance inspection of the PROJECT work. The DEPARTMENT will make a final acceptance inspection of the PROJECT work, as necessary to meet Federal aid requirements.
- (xvi) It is understood that the CITY is responsible for the facilities constructed at the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The CITY certifies, by award of this Contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain, or provide for the maintenance and operation of, the PROJECT facilities in a state of good repair, making ample provisions each year for the performance of such maintenance work as may be required, for a period of a minimum of twenty (20) years from the date the PROJECT property is placed in service.

Failure of the CITY to fulfill its responsibilities as outlined herein may disqualify the CITY from future federal aid participation in transportation projects or in other projects for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected and the improvements constructed as the PROJECT is brought to a satisfactory condition of maintenance.

- (xvii) The CITY will comply with Section 114 of the Clean Air Act, 42 USC 7414, and Section 308 of the Federal Water Pollution Control Act, 33 USC 1318, and all regulations issued thereunder. The CITY will include this provision in all subcontracts relating to this PROJECT and will also include in such subcontracts the criteria and requirements of the “Environmental Protection” section of the Grant Agreement and an affirmative covenant requiring the contractor(s) and/or subcontractor(s) to immediately inform the DEPARTMENT upon the receipt of a communication from the U.S. Environmental Protection Agency (EPA) regarding the EPA’s List of Violating Facilities.
- (xviii) The CITY will promptly refer to the U.S. Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- (xix) The CITY agrees to comply with the cargo preference requirements of 46 USC 1241(b), the regulations issued thereunder, 46 CFR Part 381, and the Grant Agreement. The CITY will include this provision in all PROJECT subcontracts.
- (xx) The CITY agrees to comply with the “Patent Rights” and “Rights in Data and Copyrights” sections of the Grant Agreement.
- (xxi) The PROJECT property, equipment, and supplies financed by the Grant Agreement shall be used for the PROJECT purposes for the duration of their useful life, as determined by FRA. Such property, equipment, and supplies are subject to the property management standards, including disposition, of 49 CFR Part 18.
- (xxii) The CITY agrees not to execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any PROJECT property or equipment.

- (xxiii) The CITY agrees to include in all subcontracts involving ARRA funds a clause providing that the performance of the PROJECT work will be subject to all requirements contained in the Grant Agreement.
 - (xxiv) The DEPARTMENT, its successors, and its assignees will have the right to use the PROJECT property for the purpose of providing intercity passenger rail service during the term of this Contract.
 - (xxv) The CITY will not modify or otherwise alter the PROJECT property in a manner that would decrease reliability for the existing intercity passenger rail service during the term of this Contract without the DEPARTMENT's prior written approval.
- b. The CITY will include the following provisions in its agreement with Canadian National Railway relating to this PROJECT:
- (i) The infrastructure capacity will be adequate to accommodate both the existing freight and intercity passenger operations and the future freight and intercity passenger operations that will result from this PROJECT. For clarity, no additional passenger train frequencies will result from the PROJECT.
 - (ii) The CITY represents that it is in compliance with liability requirements consistent with Title 49 USC Section 28103.
 - (iii) Canadian National Railway agrees that collective bargaining agreements with its employees, including terms regulating the contracting of work, will remain in full force and effect according to their terms for work performed by Canadian National Railway on the PROJECT.
- c. The CITY will comply with all applicable federal, state, and local statutes, ordinances, regulations, and requirements and will obtain all permits and approvals required for the performance of the PROJECT work.

Section 3. COST

The DEPARTMENT and the CITY agree that the maximum PROJECT amount of Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00) set forth in Attachment A represents estimated line item costs required to complete the PROJECT and may be subject to revision and adjustment. Therefore, the DEPARTMENT and the CITY agree that revisions or adjustments to estimated line item costs set forth in Attachment A are permitted, provided, however, that such revisions or adjustments will not result in an increase in the financial obligations of the DEPARTMENT, as set forth in Section 4 of this Contract, or in a change in the scope of the PROJECT, unless by prior award of a written amendment to this Contract. All costs in excess of the amount stated above will be the CITY's responsibility.

No work may begin on the PROJECT until the work plan is approved by the DEPARTMENT and the DEPARTMENT provides the CITY with written notification to proceed. The DEPARTMENT will allow costs to be incurred by the CITY for the PROJECT prior to award of this Contract. If costs are incurred for the PROJECT that are not approved by the DEPARTMENT, those costs will not be eligible for reimbursement and will remain the responsibility of the CITY. If for any reason this Contract is not awarded, the DEPARTMENT will not be responsible for any expenses that have been incurred.

Funding for this Contract made available through legislative appropriation is based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. COST REIMBURSEMENT

The PROJECT cost will be met by contributions from the federal government. Federal ARRA funds will be applied to 100 percent of the eligible items of PROJECT cost not to exceed Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00), as set forth in Attachment A. All costs in excess of the amount stated above will be the CITY's responsibility.

Reimbursement for costs incurred is subject to the cost criteria set forth in OMB Circular A-87, 49 CFR Part 18, and Federal Acquisition Regulations, 48 CFR Chapter I, Subpart 31.2, incorporated herein by reference as if the same were repeated in full herein. ARRA funds used for management and administrative costs will be allowable, reasonable, allocable, and in accordance with applicable OMB cost principles.

Section 5. METHOD OF REIMBURSEMENT

- a. The reimbursements identified in Section 4 will be made by the DEPARTMENT against invoices presented to it by the CITY detailing actual costs by the CITY and/or its subconsultants as well as evidence of payment and/or other supporting documentation by the CITY. Reimbursement for costs incurred is subject to review and approval by the DEPARTMENT.
- b. The CITY will submit along with each invoice, as identified in Section 5(a), a PROJECT billing summary showing actual PROJECT costs to date. The CITY agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The CITY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

- c. The DEPARTMENT will reimburse the CITY for all eligible PROJECT costs, as set forth in Attachment A, within thirty (30) days of receiving said billings, up to a maximum amount of Eight Million Four Hundred Eighty-Five Thousand Two Hundred Twelve Dollars (\$8,485,212.00).

Section 6. AUDIT AND RECORD RETENTION

The CITY agrees to the following:

- a. The CITY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract. Separate accounts will be established and maintained for all costs incurred under this Contract.
- b. The CITY will also maintain accurate records of all information relating to the following: support for any proposal, change order, or request for equitable adjustment submitted by the CITY; Contract compliance and performance, including any work or deliverables in progress; compliance with applicable provisions of the DEPARTMENT's Federal grant; and support for all direct and indirect costs or prices charged to the DEPARTMENT. The information described in subsections (a) and (b) is hereinafter referred to as the "RECORDS."
- c. The CITY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507) and the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097 (10i), as applicable with regard to audits, that are in effect at the time of Contract award.
- d. The CITY will maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the CITY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired, or until the end of the three (3) year period, whichever is later.
- e. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall have access to and the right to inspect, copy, and/or audit the RECORDS, at any reasonable time after giving reasonable notice. In connection with such audit and inspection activities, the DEPARTMENT, the FRA, the U.S. Department of Transportation, and the Comptroller General of the United States, and their authorized representatives shall be afforded access to the PROJECT facilities and to contract work and/or deliverables in progress, the opportunity to interview the CITY's employees concerning any matter relating to the Contract, and adequate and appropriate workspace.

- f. The entire PROJECT will be subcontracted. The CITY will assure, and is responsible for, compliance with subsections (a), (b), (c), (d), and (e) above for all subcontracted work, and will require all subcontractors to include these subsections in all lower tier subcontract(s) and/or purchase order(s).
- g. The CITY must comply with applicable state laws and regulations relative to audit requirements.
- h. The CITY is subject to state monitoring activities, which may include limited scope reviews and other on-site monitoring.
- i. The DEPARTMENT, the FRA, the U.S. Department of Transportation, and the U.S. Comptroller General, and their authorized representatives have the right to make site visits at all reasonable times, and the CITY must provide access to all reasonable facilities at such visits.

Section 7. AUDIT AND REPAYMENT

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the CITY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the CITY will (a) respond in writing to the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the CITY, the CITY will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the CITY fails to repay the overpayment or

reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the CITY agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the CITY under this Contract or any other agreement or payable to the CITY under the terms of PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The CITY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

Section 8. INDEMNIFICATION

Each party to this Contract will remain responsible for any claims arising out of its performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

Section 9. NONDISCRIMINATION

- a. The CITY and the DEPARTMENT will comply with the fair employment and equal opportunity practices of Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR Part 60. The CITY will include this provision in all subcontracts relating to this Contract.
- b. In connection with the performance of the PROJECT under this Contract, the CITY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.
- c. During the performance of this Contract, the CITY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241 as amended, being Title 42 USC Sections 1971, 1975a-1975d, and

2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

- d. The CITY will carry out the applicable requirements of the DEPARTMENT's DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

Section 10. SUBLETTING

No portion of the PROJECT will be sublet without the prior written consent of the DEPARTMENT. Consent to sublet any portion of the PROJECT will not be construed to relieve the CITY of any responsibility or obligation under or for the fulfillment of this Contract. All contracts, including amendments with subcontractors, in excess of Twenty-Five Thousand Dollars (\$25,000.00), will be submitted to the DEPARTMENT for approval prior to award and will contain all applicable provisions of this Contract. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

Section 11. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties with respect to the PROJECT. There are no other agreements, either expressed or implied. All prior contracts, agreements, and understandings between the parties with respect to the PROJECT are subsumed within this Contract. Except as otherwise provided in this Contract, no change in, modification to, or amendment to this Contract will be of any force or effect unless in writing, dated, and awarded by the duly authorized representatives of the parties.

Section 12. CHANGES

All changes in the scope or character of the PROJECT or in the cost, compensation, or term of this Contract will be by award of a prior written amendment to this Contract by the parties. The parties shall not enter into or agree to any substantive changes in the Contract without the FRA's prior written consent.

Section 13. TERMINATION

The DEPARTMENT may terminate this Contract for convenience or cause, as set forth below, before the PROJECT is completed. Written notice of termination will be sent to the CITY. The CITY will be reimbursed in accordance with the following:

- a. **Termination for Convenience:**

If the DEPARTMENT terminates this Contract for convenience, the DEPARTMENT will give the CITY written notice of such termination thirty (30) days prior to the date of such termination, and the CITY will be reimbursed for eligible PROJECT costs incurred up to the effective date set forth in the notice of termination. In no case will the compensation paid to the CITY for partial completion of the PROJECT exceed the amount the CITY would have received had the PROJECT been completed.

b. Termination for Cause:

In the event the CITY fails to complete any part of the PROJECT in a manner satisfactory to the DEPARTMENT, the DEPARTMENT may terminate this Contract. If the DEPARTMENT terminates this Contract for cause before the PROJECT is completed, the DEPARTMENT will not reimburse the CITY for any PROJECT costs. Written notice of termination will be sent to the CITY.

In the event that termination by the DEPARTMENT is necessitated by any wrongful breach, failure, default, or omission by the CITY, the DEPARTMENT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CITY under this Contract, as well as any other existing or future contracts between the CITY and the DEPARTMENT, for any and all damages and costs incurred or sustained by the DEPARTMENT as a result of its termination of this Contract due to the wrongful breach, failure, default, or omission by the CITY. In the event of termination of this Contract, the DEPARTMENT may procure the PROJECT work from other sources and hold the CITY responsible for any damages or excess costs occasioned thereby.

Section 14. UNFAIR LABOR PRACTICES

- a. In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*; the CITY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a Federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the CITY or the name of a subcontractor, manufacturer, or supplier utilized by the CITY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
- b. The CITY will comply with the requirements of 40 USC 3141.

- c. The CITY and the DEPARTMENT will comply with the state, local government, and contractor whistleblower protections of ARRA.

Section 15. SEVERABILITY

If any part of this Contract is determined to be invalid, illegal, or unenforceable, such determination will not affect the validity, legality, or enforceability of any other part of this Contract, and the remaining parts of this Contract will be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

Section 16. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract, the CITY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

The CITY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT as a third-party beneficiary.

The CITY shall notify the DEPARTMENT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract may have occurred or is threatened to occur. The CITY shall also notify the DEPARTMENT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CITY's obligation to the DEPARTMENT under this Contract.

Section 17. ARRA REQUIREMENTS

This Contract is subject to all applicable requirements and conditions of ARRA, including, but not limited to, the requirements set forth in Attachment B, pages 1 through 6, attached hereto and made a part hereof.

The CITY agrees that it and its subcontractors will provide all documentation requested by the DEPARTMENT for its use in preparing reports required by the Grant Agreement, including all ARRA reporting requirements, and any supplemental reports as may be required. Should the CITY and/or any of its subcontractors fail to provide such documentation, the DEPARTMENT may withhold reimbursement of federal funds for the PROJECT work until compliance is achieved.

The CITY agrees that ARRA funds will not be used for any casino or other gaming establishment, aquarium, zoo, golf course, or swimming pool.

The CITY agrees that, to the maximum extent possible, contracts funded under ARRA shall be awarded as fixed-price contracts through the use of competitive procedures, and that the CITY will provide a summary of any contract awarded with ARRA funds that is not fixed-price and not awarded using competitive procedures to the DEPARTMENT.

The CITY agrees to comply with the Buy American requirements of 49 USC 24405(a).

Section 18. TERM

This Contract will be in effect from the date of award of the Federal revenue grant through twenty years from the date the PROJECT is completed and the PROJECT property is placed in service, as set forth in Section 2(xv). The CITY will have from the date of award of the Federal revenue grant through two years to complete the PROJECT. No PROJECT work may begin until the CITY receives a written notification to proceed from the DEPARTMENT.

The timely delivery of ARRA projects is critical. The expectation is that all PROJECT funds will be obligated within a year.

Prior to expiration, the time for completion of performance under this Contract may be extended by the DEPARTMENT upon written request and justification from the CITY. The parties will not enter into or agree to any such extension of the Contract without the FRA's prior written consent. Upon approval and authorization, a written time extension amendment will be issued by the DEPARTMENT. The terms and conditions of the extension will be set forth in the amendment. Any such extension will not operate as a waiver by the DEPARTMENT of any of its rights herein set forth.

Section 19. ASSIGNMENT

The CITY agrees that, upon the sale by the CITY of the PROJECT property, such obligations and responsibilities encompassed in this Contract shall apply to and be binding upon such successors, assigns, agents, subsidiaries, affiliates, and lessees.

The CITY will retain and not voluntarily sell, dispose, or abandon the PROJECT property without the prior written approval of the DEPARTMENT.

Section 20. APPLICATION OF FEDERAL LAW

The CITY and the DEPARTMENT agree that federal requirements, including federal laws, regulations, policies, and related administrative practices, may change and the changed requirements will apply to the PROJECT, as required. The CITY will include this provision in all subcontracts financed with ARRA funds relating to this Contract.

Section 21. AWARD

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the CITY and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the CITY, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

CITY OF TROY

BY: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
Title: Department Director

ATTACHMENT A
THE CITY OF TROY
AND
THE STATE OF MICHIGAN

March 8, 2011

Total estimated cost breakdown for the final design and construction of the Troy Multi-Modal Transit Facility:

| | |
|--|--------------------|
| Professional services, architectural and engineering, and construction management | \$1,958,004 |
| Construction | <u>6,527,208</u> |
| Project Total to be contributed by the Michigan Department of Transportation | \$8,485,212 |

Funding source:

ARRA

FY10/77619 \$8,485,212

ATTACHMENT B

The following conditions apply to work funded under the American Recovery and Reinvestment Act 2009 (ARRA).

- A. This work is funded under the American Recovery and Reinvestment Act 2009 (ARRA).
- B. As such it will be monitored and audited by the federal government or their representatives. The Contractor is required to keep complete records including but not limited to invoices, payroll information, and timesheets. The Contractor is required to make such records available for federal government or their representatives for inspection and/or audit.
- C. Buy American Requirement: The Buy American requirement will be met by compliance with 49 USC 24405 (a).
- D. Wage Requirements: All laborers and mechanics employed by contractors and subcontractors of projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40 of the United States Code (see ARRA section 1606). The Secretary of Labor's determination regarding prevailing wages applicable to Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.
- E. Whistleblower Protection: Section 1553 of Title XV of Division A of the ARRA prohibits all non-federal recipients of ARRA funds, including the State of Michigan, and all contractors and grantees, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes there is evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule or regulation related to an agency contract (including competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The recipient must post notice of the rights and remedies available to employees under section 1553 of Title XV of Division A of ARRA.

This requirement must be included in all subcontracts or sub grants involving the use of funds made available under ARRA.

Contractors are to display the poster included below under section 'M'.

- F. Reporting Requirements: Reporting has to be done under ARRA and the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Prime responsibility for such reporting is with the Owner. However this Contractor will be required to provide monthly reports accompanying each

Payment Request. This information will be in addition to the typical payment request format and back-up.

The Owner will provide in electronic format a form to be completed each month. The form will include but not be limited to the following information:

1. Name of Contractor
2. Amount of Contract
3. Type of Contract*
4. Agency*
5. NAICS Code *
6. Program Source*
7. Purpose
8. Location of Contract
9. City
10. State
11. Congressional District*
12. County
13. Country
14. Unique Identifier*
15. Subcontracts
16. Amount of each Subcontract
17. Completion Status
18. Number of Jobs Created or Retained

Items marked * will be completed by the Owner. The Contactor shall complete all other items.

- G. Inspection of Records: The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to and involve transactions relating to this contract, and (2) to interview any officer or employee of the contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.
- H. Non-Discrimination: The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients for Federal financial assistance.
- I. Job Opportunity Posting Requirements: contractors shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent bank www.michworks.org/mtb.

J.

Notification
ARRA MONTHLY EMPLOYMENT REPORTS

Note: This notification is only applicable for those projects/contracts funded with ARRA funds.
If you have questions please contact MDOT Contract Services Division at (517) 335-0071.

The American Recovery and Reinvestment Act of 2009 (ARRA), requires states receiving stimulus funds for railroad projects to provide monthly reports to the Federal Railroad Administration (FRA) regarding the number of employees of the prime contractors, all-tier subcontractors and consultants on ARRA funded projects.

The cost for complying with this Notification must be borne by the prime contractor, and all tiers of subcontractors and consultants, as part of their overhead and is deemed to be included in the payments made under this contract.

Within 10 days after the end of each month in which work is performed on this contract, all prime contractors and consultants must provide the Engineer a monthly report on MERS at <https://sso.state.mi.us/> providing employment information on each ARRA project, which will include, for work performed in that preceding month:

- The total number of employees who performed work on this contract
- The total number of hours worked by employees who performed work on this contract
- The total wages of employees who performed work on this contract

Prime Consultants are responsible for reporting on all sub consultants' employment information in MERS, as the subconsultants will not have access to do so.

In addition, the prime contractor must provide a total payment amount made to any subcontractor who is certified DBE in that preceding month.

This Notification shall be included as a part of each subcontract executed by the prime contractor, and all-tiers of subcontractors and consultants.

If necessary to conform to guidance provided by FRA concerning the ARRA reporting requirements, the prime contractor, and all-tiers of subcontractors and consultants will revise their reporting as directed by the Engineer.

Failure to comply with the reporting requirements under ARRA would jeopardize the Department's continued receipt of ARRA funding.

Accordingly, if a contractor or any-tier of subcontractor of consultant fails to comply with this Notification, the Department may withhold contract payments until compliance is achieved. If the Department is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this contract. Additional sanctions may include reduction or elimination of prequalification ratings and removal of bidding privileges.

Revised: 8-4-2010

K.

03NB41
03-26-09

NOTICE TO BIDDERS
ARRA REQUIREMENTS

As a part of the American Recovery and Reinvestment of 2009 (ARRA), Davis-Bacon prevailing wage requirements apply to all ARRA funded construction projects regardless of location (including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way).

**NOTICE TO BIDDERS
REQUIRED CONTRACT PROVISIONS TO IMPLEMENT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
SECTIONS 902 AND 1515**

In accordance with requirements under section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), the following language is made a part of this contract and is to be made a part of all tier subcontracts or consultant contracts.

The U.S. Comptroller General and his representatives have the authority:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Comptroller General and his representatives have the authority and rights provided under Section 902 of the ARRA with respect to this contract. As provided in section 902, nothing in section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with the requirements of section 1515(a) of the ARRA any representatives of the Inspector General have the authority:

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

Nothing set forth in section 1515 of the ARRA shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

M. Whistleblower Poster to be Displayed

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds,
- a gross waste of recovery funds,
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds,
- an abuse of authority related to the implementation or use of recovery funds, or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 1, 2005)

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Status of Troy Multi-Modal Transit Facility and Planning Commission Input at Future Workshop Meeting

- A. Status Report by Steven Vandette, City Engineer
- B. Items needing Planning Commission Input at Future Workshop Meeting
 - 1. What should be added to the building façade to create greater visual interest?
 - 2. What should be added to the building to create a more identifiable building entrance/
 - 3. What should be added to the plaza area to create a greater sense of arrival i.e. major point of interest. Should the compass be replaced?
 - 4. What should be added to or near the building to create visual interest with human scale elements at the building?
 - 5. What transitional features should be added between the building, the bridge and the platform?
 - 6. What additional, cost effective, sustainable design features should be added to the site or building? (Note: Silver LEED status is the goal, but because the cost of certification is not covered by grant funding, the Transit Center will not become LEED certified.)
 - 7. Which LEED design features should be eliminated. Should the green roof be eliminated?
 - 8. Should the building be moved? Where?
 - 9. If the building stays in its current location, should the door to the building be moved? Should the location of the elevator inside the building be moved?
 - 10. What elements of the building architecture should be carried through to the bridge?
 - 11. Should the current landscaping style be carried through to areas impacted by the elimination of the ramp and the potential relocation of the building?
- C. Items that can't be changed:
 - 1. Doyle Drive bus slips
 - 2. Location of pedestrian crossings
 - 3. Parking lot modifications

4. Bridge location
5. Platform location and platform design elements
6. Building size
7. Building floor plan (except elevator location and additions derived from the Planning Commission's Workshop)
8. Building façade (except additions derived from the Planning Commission's Workshop)



Intermodal Transit Facility

City of Troy
City of Birmingham



September 20, 2010





Presentation Outline

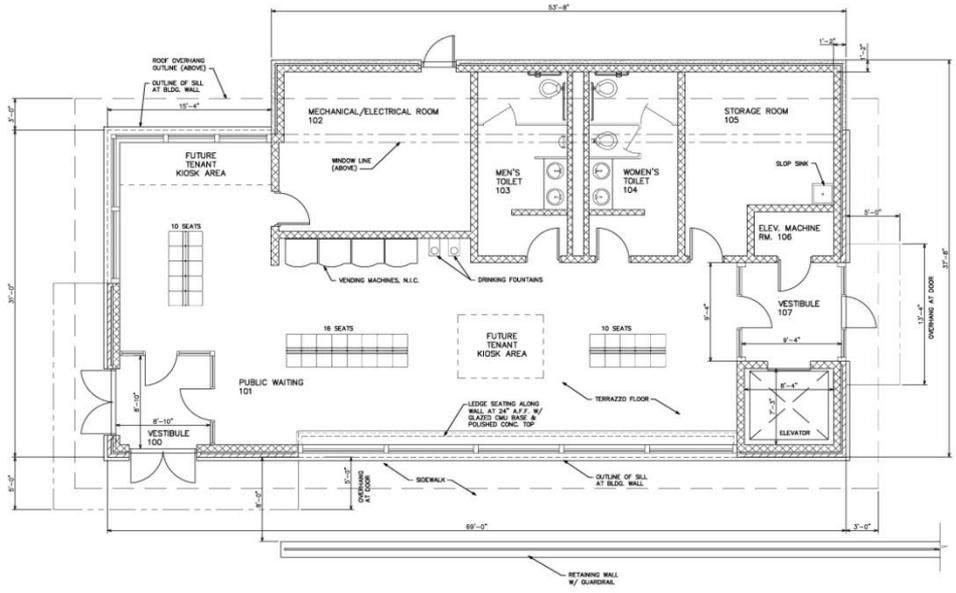
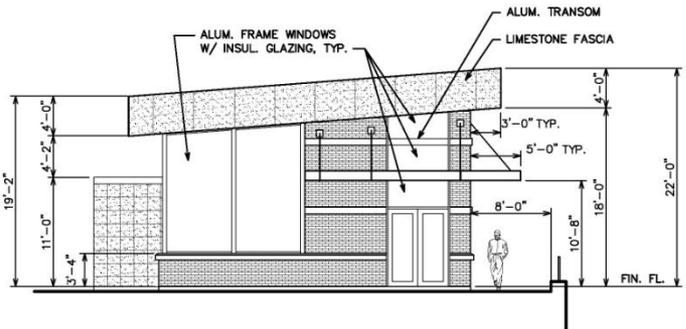
- I. Introduction
- II. Site Access
- III. Transit Facility Building
- IV. Platform Shelter & Canopy
- V. Site Plan & Retaining Walls
- VI. Site Amenities/Landscaping
- VII. Discussion



Site Vicinity Map



Transit Facility Building



Building Elevations



North Elevation



East Elevation

Building Elevations

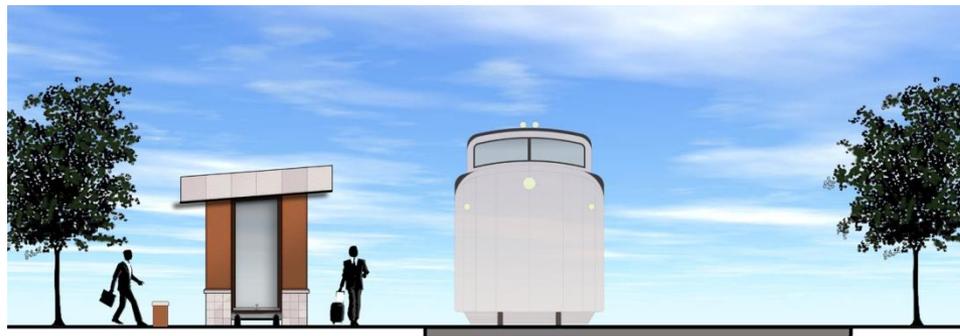
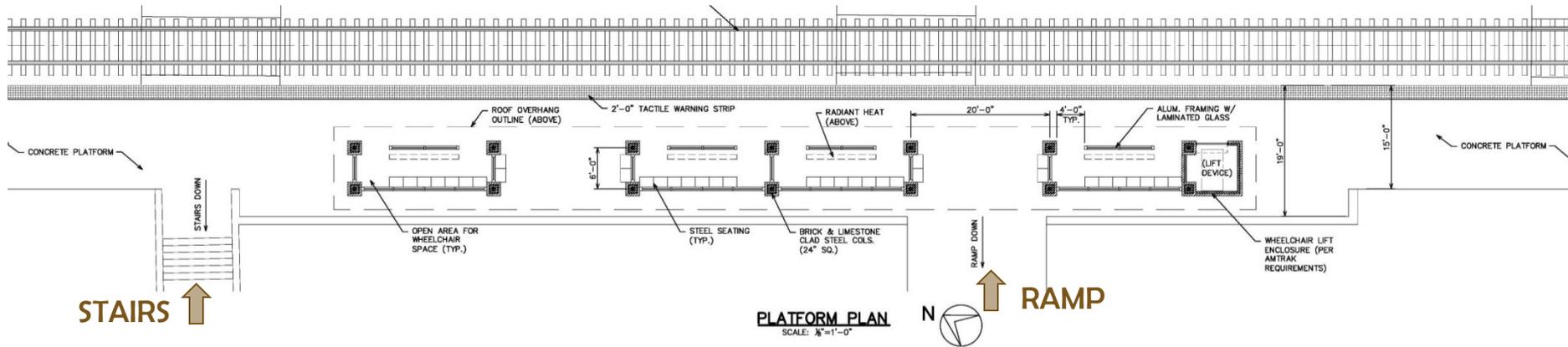


South Elevation



West Elevation

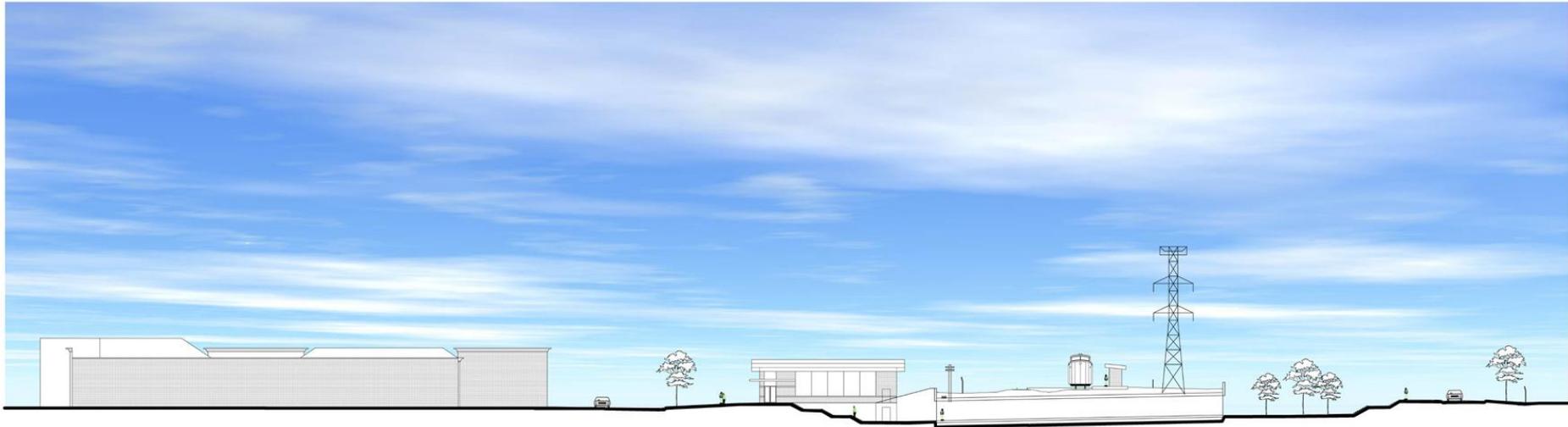
Platform Shelter & Canopy



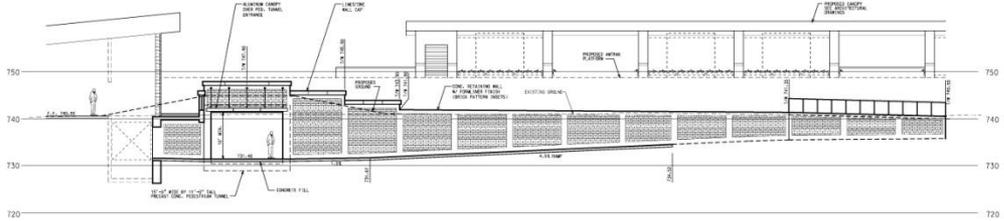
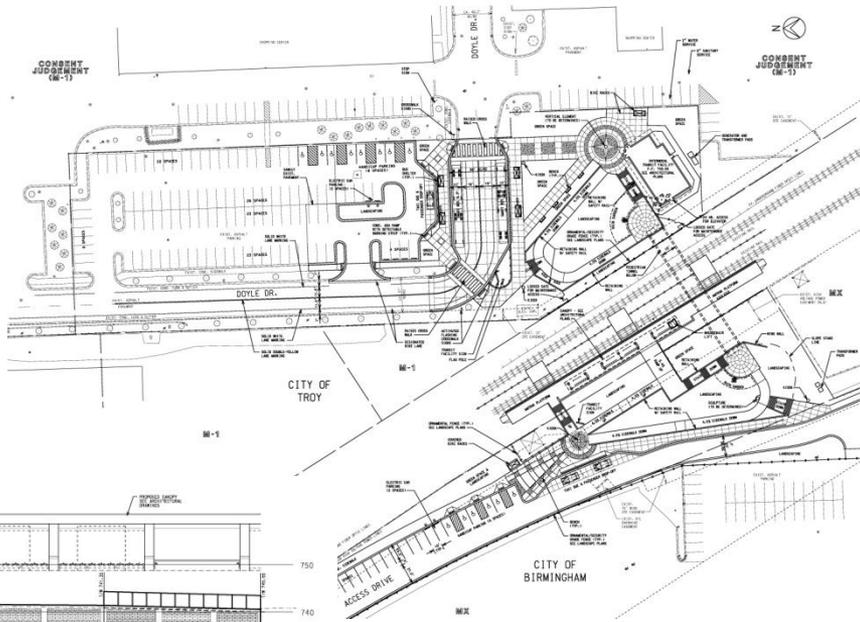
- Green Roof
- Storm Water Management
- Rainwater Harvesting
- Geothermal HVAC
- LED Lighting
- Regional Materials
- Recycled Materials



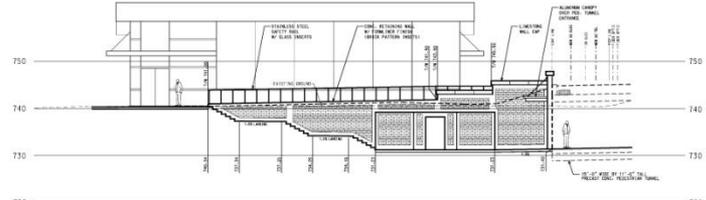
Site Cross-Section Illustration



Site Plan & Retaining Walls



WALL ELEVATION LOOKING WEST ON TROY SIDE



WALL ELEVATION LOOKING SOUTH ON TROY SIDE

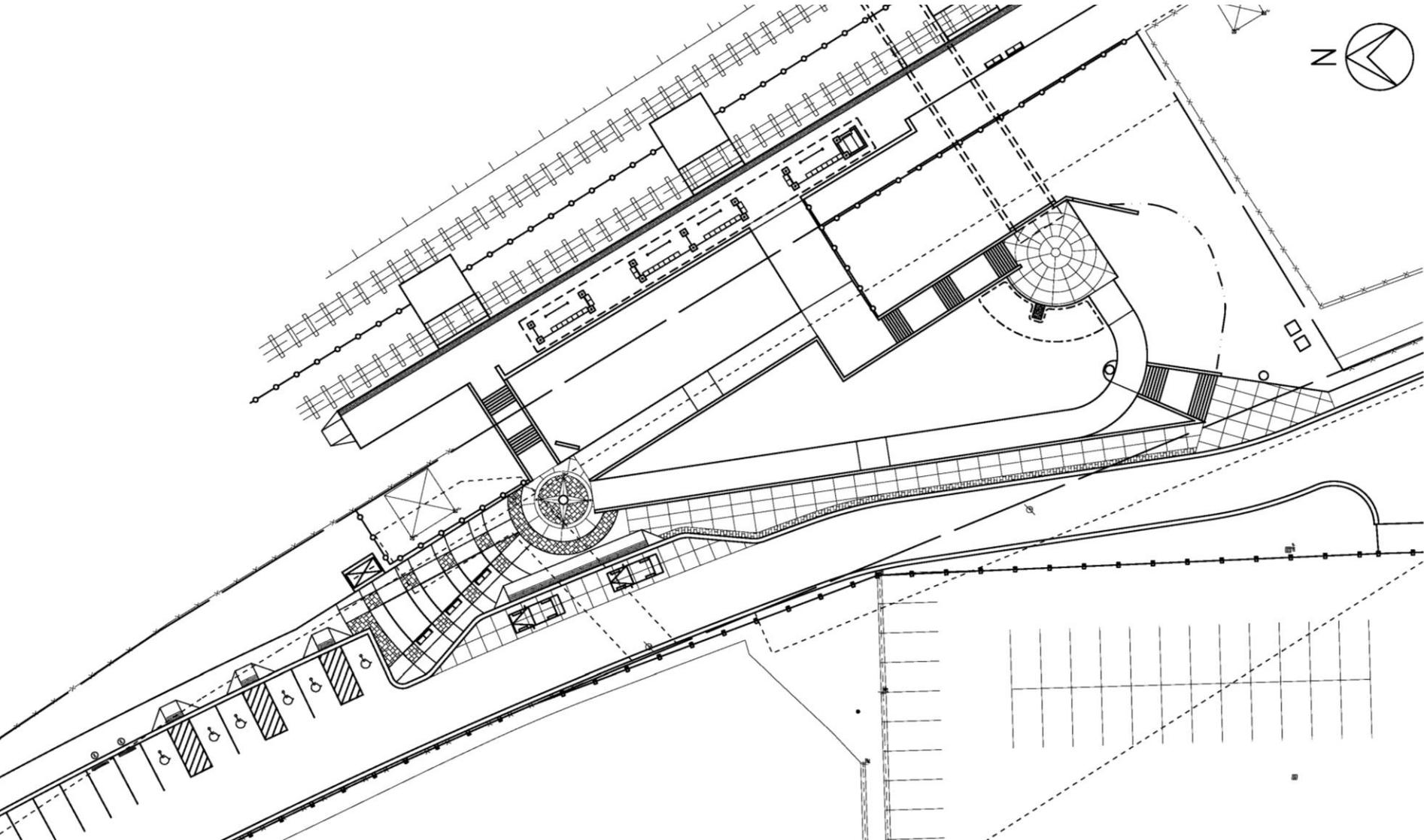


Site Plan

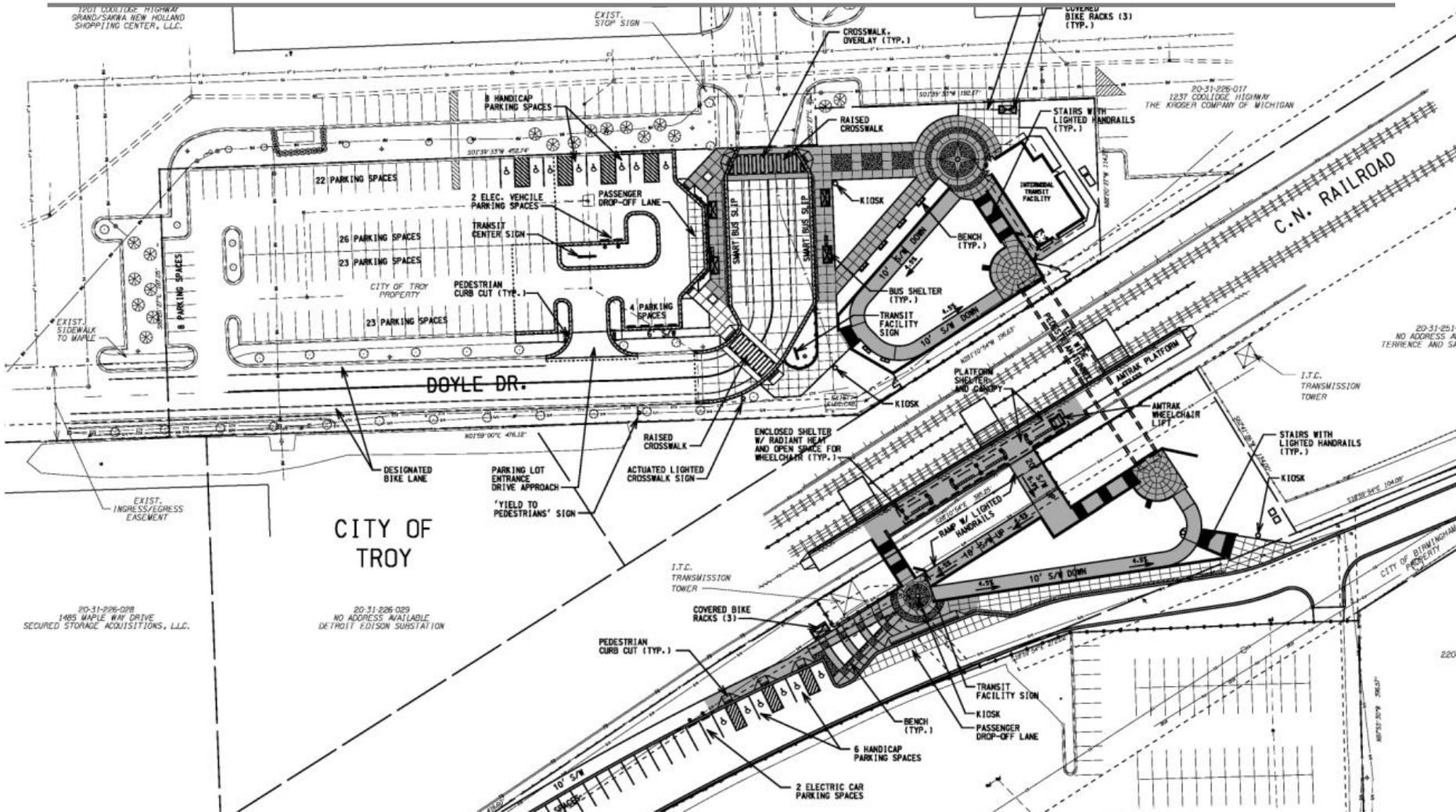


Site Plan

BIRMINGHAM



Site Accessibility



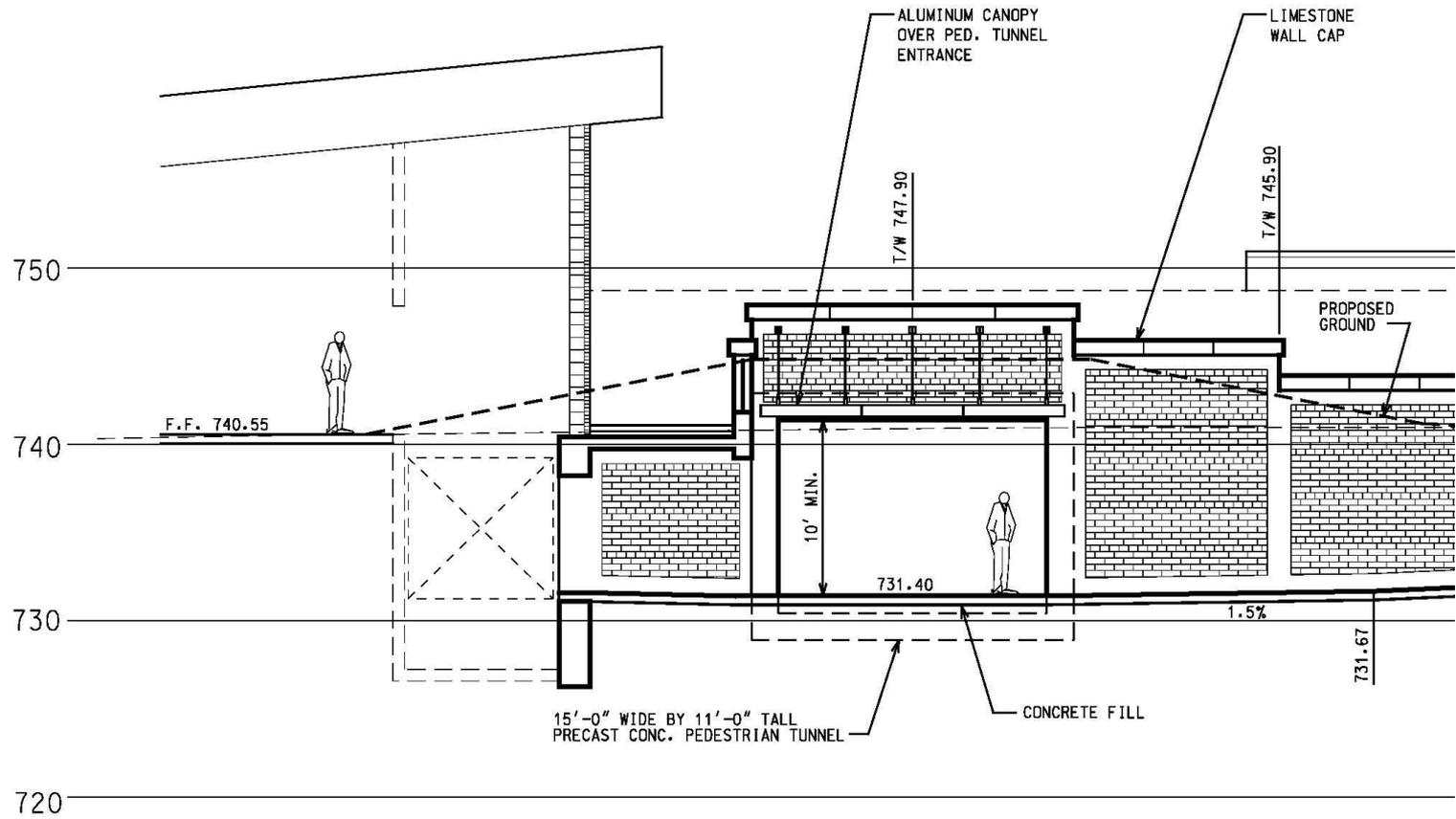
Retaining Wall Elevation

TROY



Retaining Wall Elevation

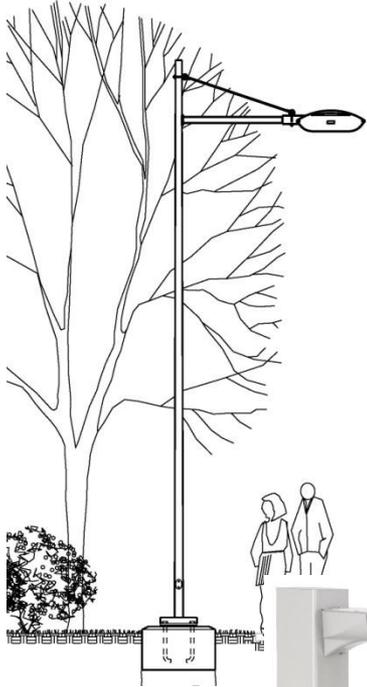
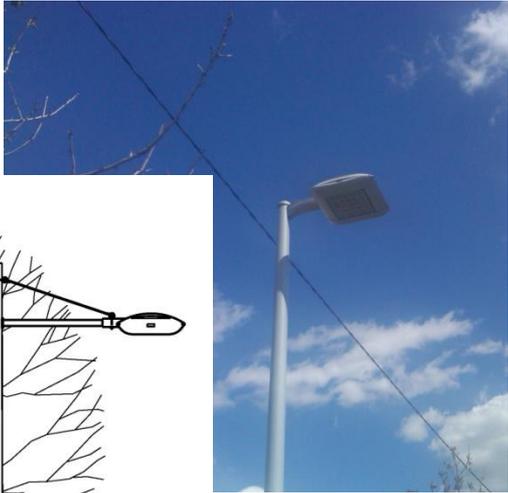
TROY



Retaining Wall Elevation BIRMINGHAM



Site Lighting - Fixtures



“OA”



Site Landscape – Overall Plan



Site Amenities/Landscape

TROY



Site Amenities – Bus Shelter

CANTILEVER SHELTER

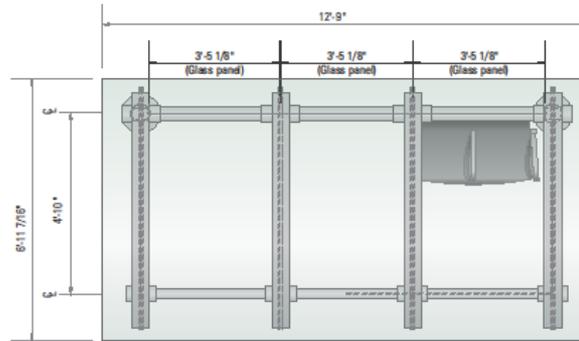
Shelter fabricated of aluminum c/w 3/16" thick cold form greenish "GE XL-10 Lexan" roof.

3/8" tempered glass walls at back, sides & front c/w silver "CeramicTint" double safety lines and no-smoking symbols on back panels only.

Aluminum components of shelter received std metallic base coat / clear coat paint to match clear anodized aluminum finish.

Shelter supplied with following items:

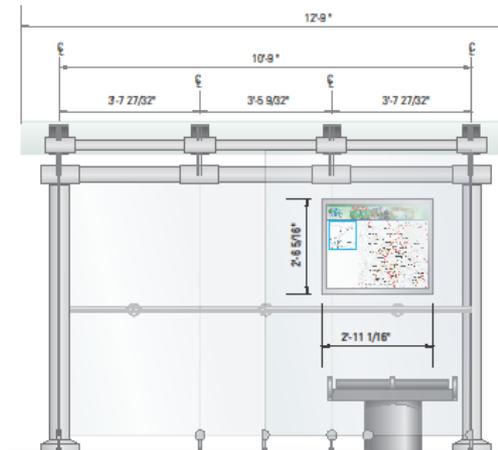
- (1) Molded plastic double seated silver bench.
- (1) Map frame fabricated with aluminum extrusion frame with tempered glass face.



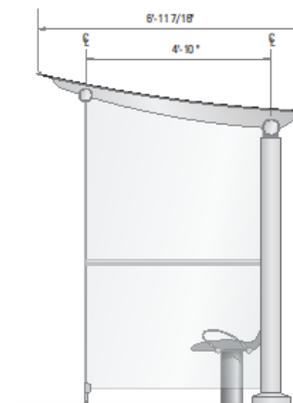
TOP VIEW - Scale: 3/8" = 1'-0"



SIDE ELEVATION - Scale: 3/8" = 1'-0"



FRONT ELEVATION - Scale: 3/8" = 1'-0"



SIDE ELEVATION - Scale: 3/8" = 1'-0"

| | |
|---------|-----------|
| DATE # | QT09-0293 |
| ORDER # | D 6292-1 |
| JOB # | J |

| | |
|----------|-----------------------|
| CLIENT | Birmingham Police dpt |
| LOCATION | Troy, MI |
| PROJECT | Shelter |
| DESIGNER | Don Moyaasis |
| DATE | January 7th, 2010 |
| SCALE | 1/4" |
| PROJECT | M. Racine |

| | |
|----------------|------|
| GRAPHIC LAYOUT | DATE |
| X | X X |

| | | |
|----------|-------------|---------------|
| APPROVAL | APPROVED BY | APPROVED DATE |
| | X | |
| | DATE | |
| | X | |
| | DATE | |

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 ANY WORKS TO BE KEPT ADVISED TO ENSEI.COM TO BE KEPT ADVISED OF ANY WORKS.

Site Amenities/Landscape

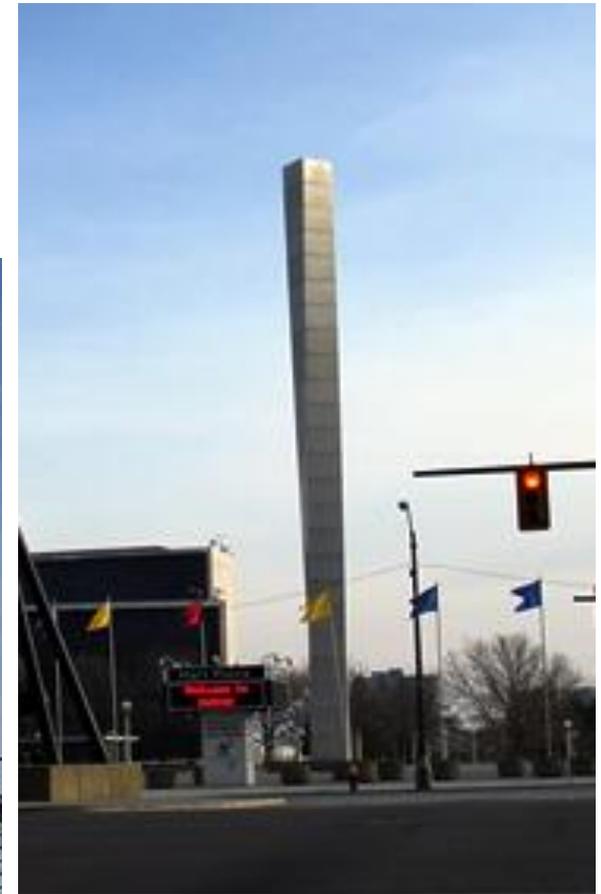
TROY



Compass Examples



Site Amenities – Public Art



Site Amenities/Landscape BIRMINGHAM



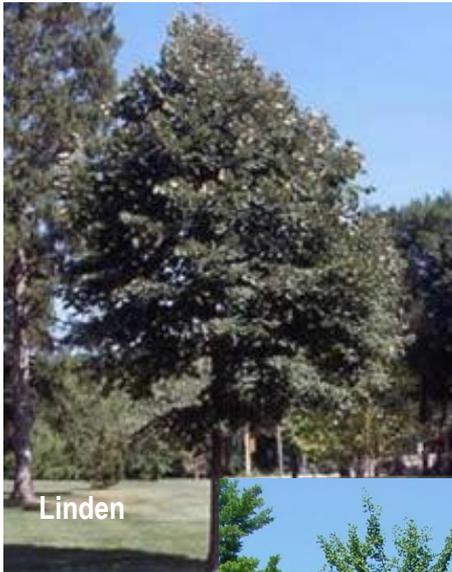
Site Amenities – Site Finishes



Site Amenities – Site Furnishings



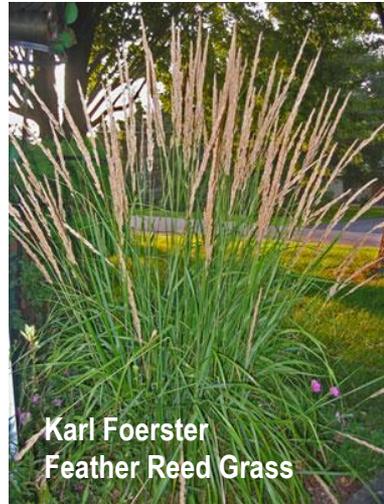
Site Amenities – Plant Material



Site Amenities – Plant Material



Knockout Rose



Karl Foerster
Feather Reed Grass



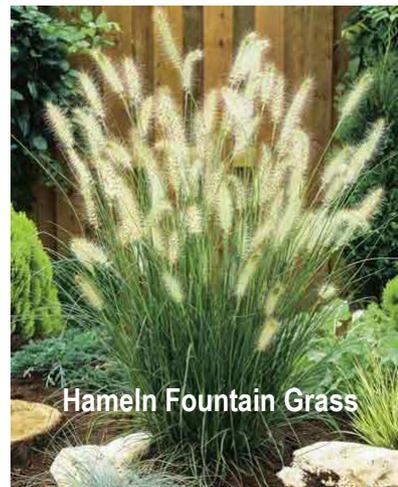
Blue Flag Iris



Juniper



Endless Summer Hydrangea



Hameln Fountain Grass



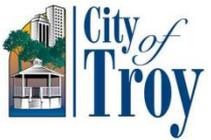
Shasta Daisy



Cardinal Flower



Discussion



DATE: October 18, 2011
TO: Planning Commission
FROM: R. Brent Savidant, Planning Director
SUBJECT: POTENTIAL REZONING – South side of Wattles, East of Rochester Road (1100-1200 Wattles), Section 23, Approximately 2 acres in size, Presently zoned R-1C (One Family Residential)

A developer is considering rezoning the subject property to RT One Family Attached, and requested the opportunity to discuss the potential rezoning application with the Planning Commission.

The parcel is located on the south side of Wattles, east of Rochester, in Section 23. The parcel is approximately 2 acres in area and is zoned R-1C (One Family Residential). The properties to the north, south and east are zoned R-1C and are used as single family homes. The property to the west is zoned NN and is used as a commercial daycare.

The Future Land Use Plan classifies the area as Single Family Residential, abutting Neighborhood Node. One of the goals of the Master Plan was the protection of single family residential neighborhoods.

The RT district requires minimum 5,000 square foot lots with minimum 40 foot width lots. Attached dwellings are also permitted, but not proposed in the sketch.

If the applicant intends for this development to serve as a transition between NN and R-1C, it needs to be made clear how this is intended to be accomplished. Potential tools include landscaping, berms, open space, and walls.

At one time a different applicant sought a conditional rezoning of this property, to O-1 office. The process was terminated for reasons unknown to the Planning Department.

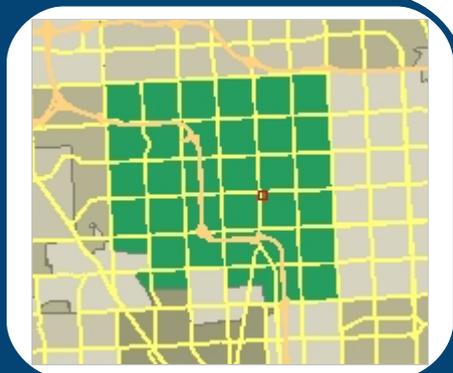
The applicant seeks direction from the Planning Commission on this matter. Note the site plan and elevation drawings were provided for discussion purposes only, they do not meet site plan requirements nor have they been reviewed by the Planning Department.

Please be prepared to discuss the item at the October 25, 2011 Planning Commission Special/Study meeting.

Attachments:

1. Maps
2. Conceptual site plan with elevations
3. City of Troy Master Plan (excerpts)

cc: Applicant



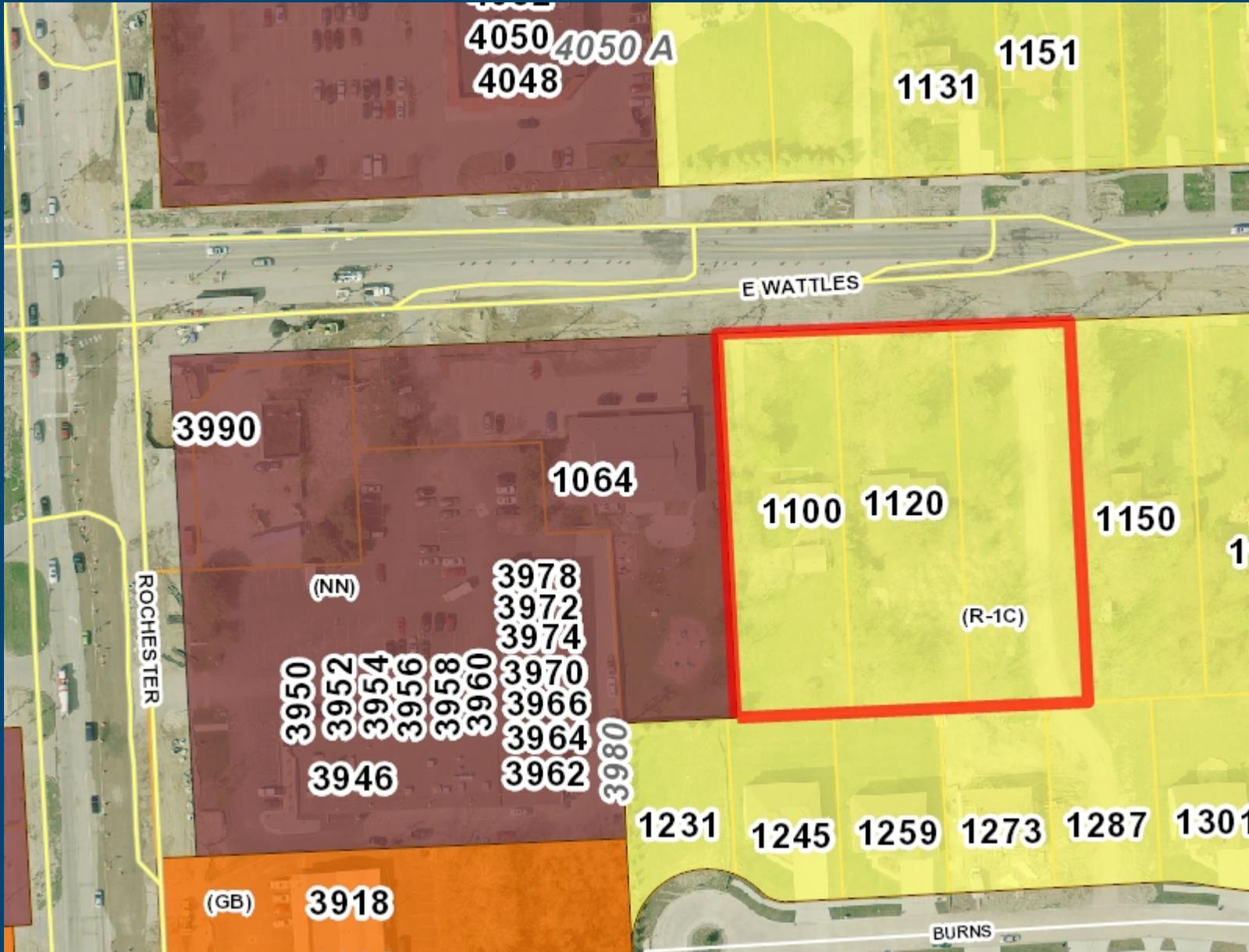
Legend

-  I-75
- Road Centerline**
 -  Major Road
 -  Industrial Road
 -  Local Road
-  Ponds and Basins
-  Streams and Creeks
-  Parcels
- Aerial Photos - 2010**
 -  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3

241 0 120 241 Feet

Scale 1: 1,446





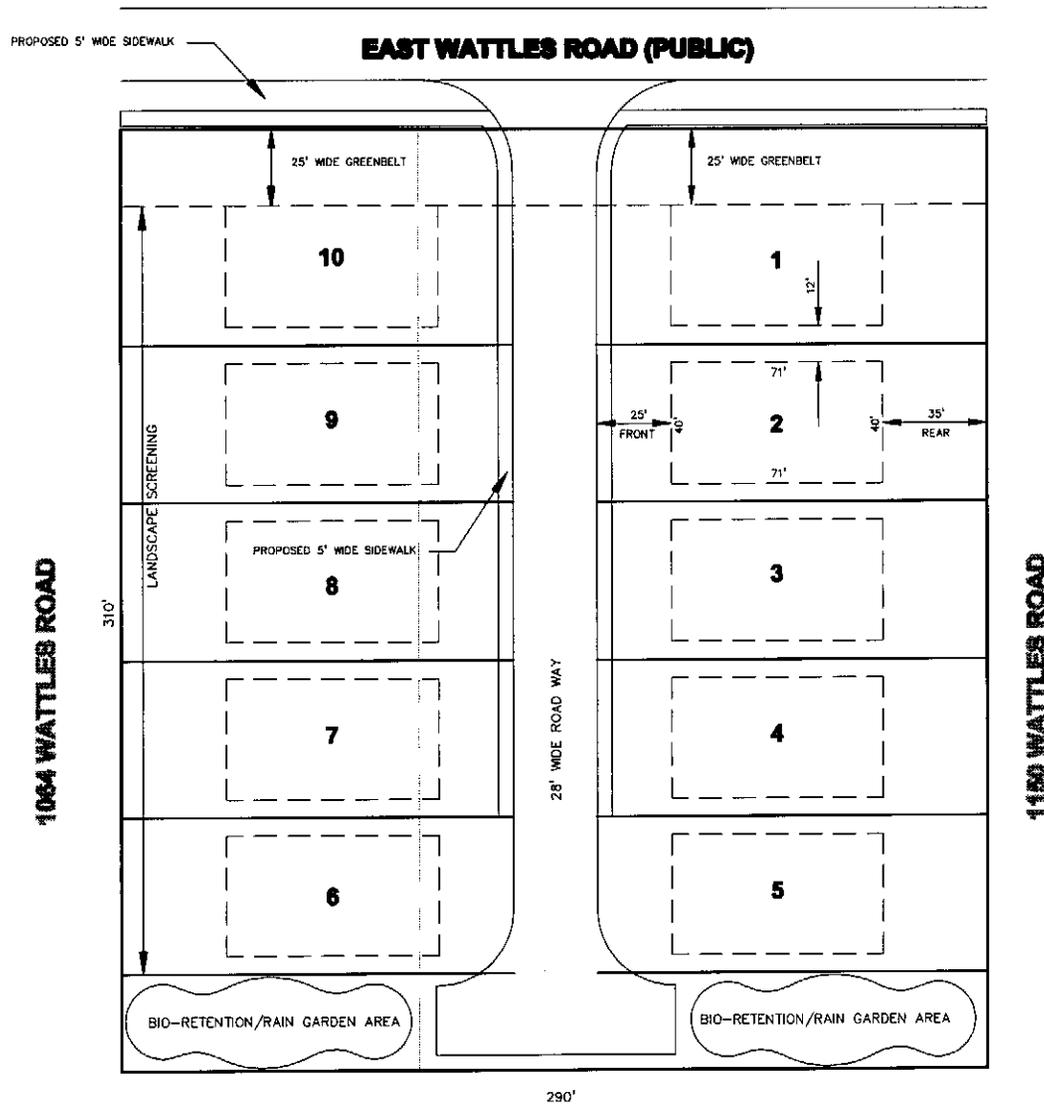
Legend

-  I-75
-  Road Centerline
 -  Major Road
 -  Industrial Road
 -  Local Road
- Current Zoning Ordinance**
 -  (PUD) Planned Unit Development
 -  (CF) Community Facilities District
 -  (EP) Environmental Protection District
 -  (BB) Big Beaver Road (Form Based)
 -  (MRF) Maple Road (Form Based)
 -  (NN) Neighborhood Nodes (A-U)
 -  (CB) Community Business
 -  (GB) General Business
 -  (IB) Integrated Industrial Business District
 -  (O) Office Building District
 -  (OM) Office Mixed Use
 -  (P) Vehicular Parking District
 -  (R-1A) One Family Residential District
 -  (R-1B) One Family Residential District
 -  (R-1C) One Family Residential District
 -  (R-1D) One Family Residential District
 -  (R-1E) One Family Residential District
 -  (RT) One Family Attached Residential District
 -  (MR) Multi-Family Residential
 -  (MHP) Manufactured Housing
 -  (UR) Urban Residential
 -  (RC) Research Center District
 -  (PV) Planned Vehicle Sales
-  Ponds and Basins
-  Streams and Creeks
-  Parcels
- Aerial Photos - 2010**
 -  Red: Band_1
 -  Green: Band_2
 -  Blue: Band_3

241 0 120 241 Feet

Scale 1: 1,446





LADD'S REAL ESTATE & DEVELOPMENT

8577 LIVERMORE ROAD, SUITE 108
TROY, MICHIGAN 48068

**CONCEPTUAL SITE PLAN
ROCHESTER & WATTLES**

CITY OF TROY, OAKLAND COUNTY, MICHIGAN

OCTOBER 12, 2011; SCALE: 1" = 60'



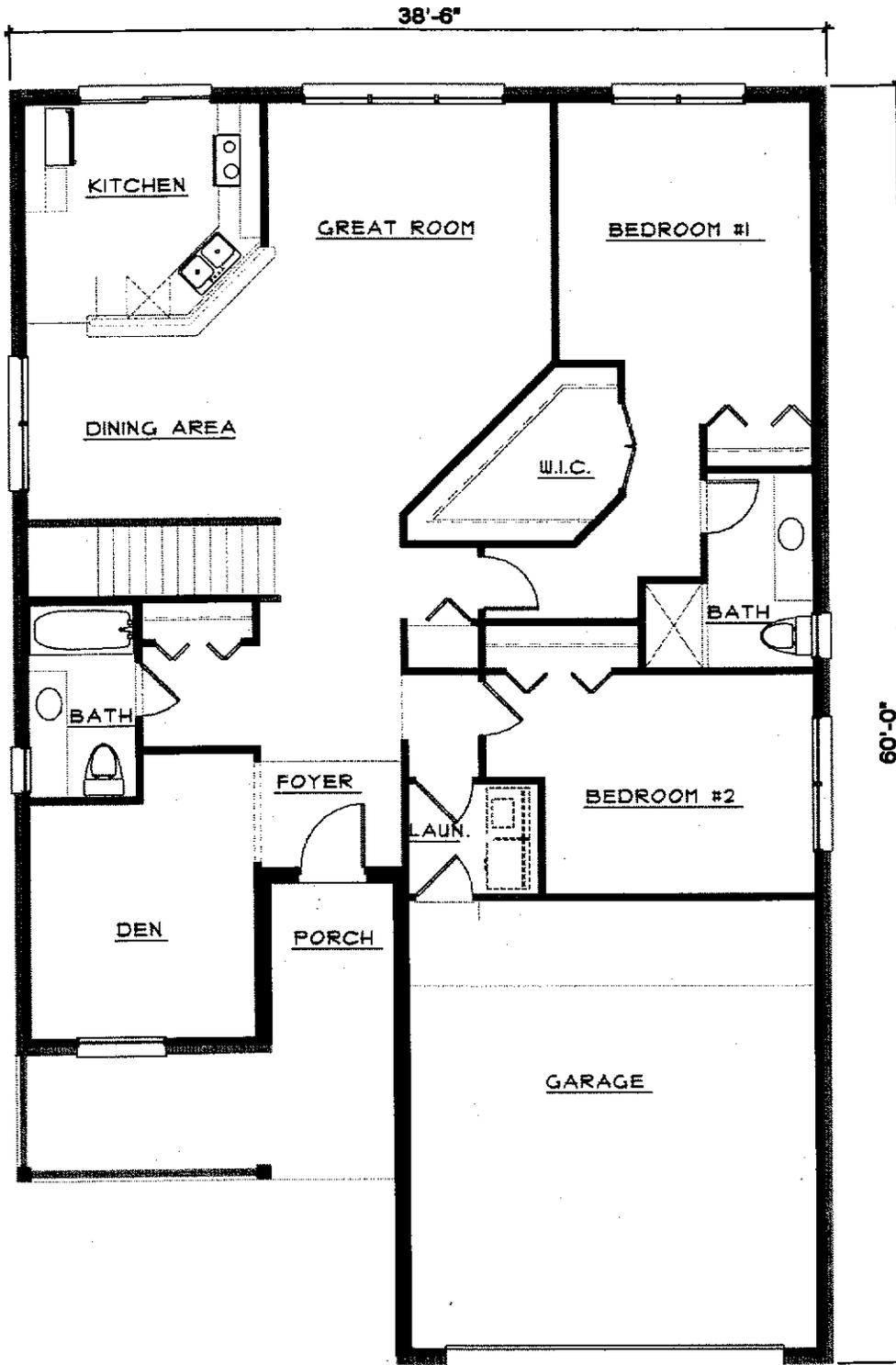
FRONT ELEVATION

1/8" = 1'0"

Alexander V. Bogoerts + Associates, P.C.
Architecture • Planning • Interior Design
2445 Franklin Road
Bloomfield Hills, MI 48302
248-334-5000



02010



FIRST FLOOR PLAN

1/8" = 1'-0"

1551 S.F.



Robertson Brothers
 6905 Telegraph Road
 Suite 200
 Bloomfield Hills, MI 48301
 248.644.3460



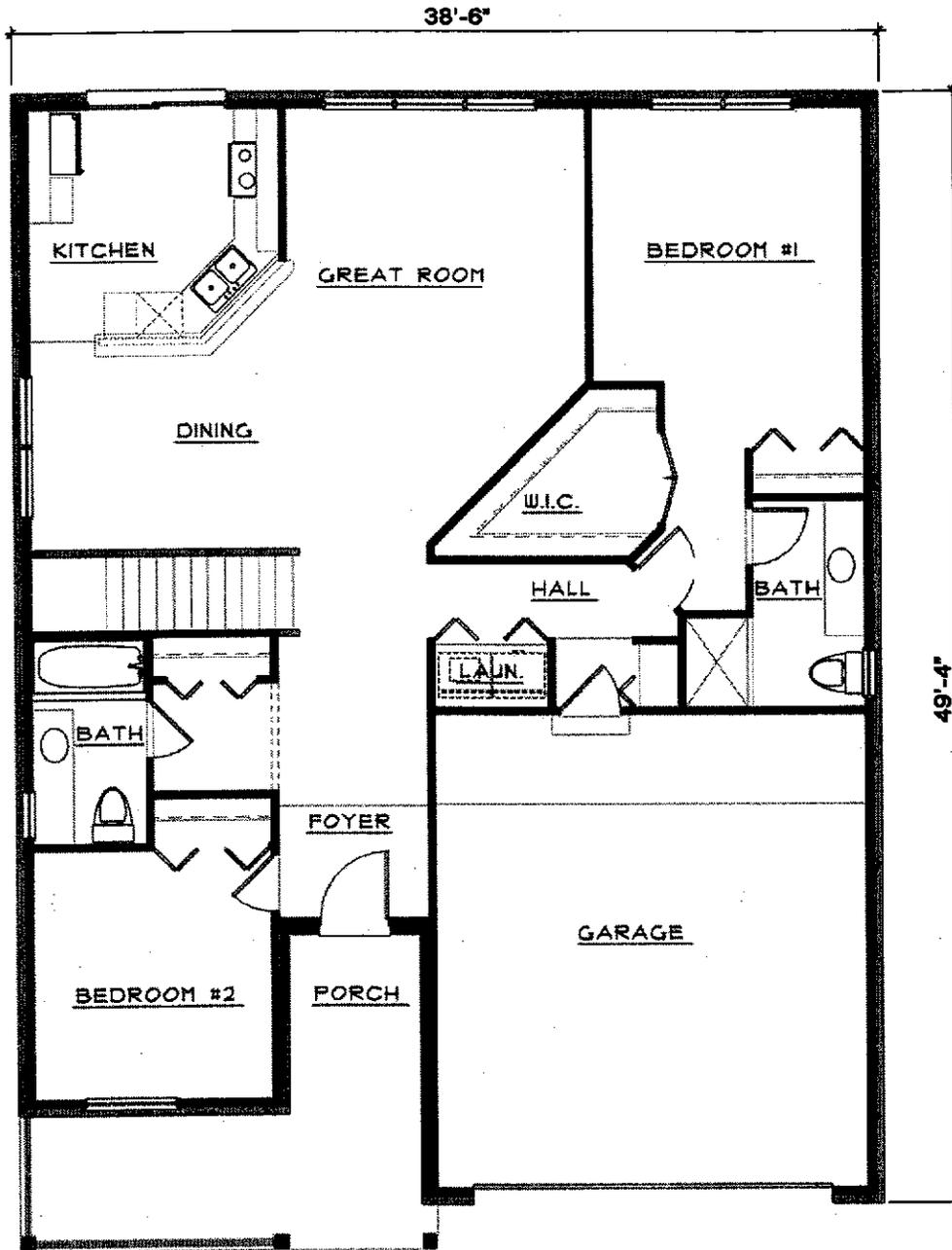
FRONT ELEVATION

1/8" = 1'0"

Alexander V. Bogaerts + Associates, P.C.
Architecture • Planning • Interior Design
2445 Franklin Road
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FIRST FLOOR PLAN

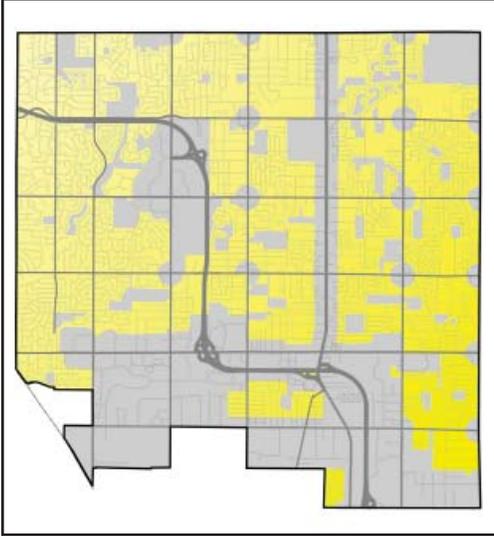
1338 S.F.

1/8" = 1'-0"



Robertson Brothers
 6905 Telegraph Road
 Suite 200
 Bloomfield Hills, MI 48301
 248.644.3460

Single-Family Residential: The Social Neighborhood



- *Social units of the City.*
- *Walkable, safe places to live.*
- *Centered on schools or other community facilities.*
- *Linked with nearby services.*

The predominant land use in the City of Troy is single family residential. **This category is intended to preserve the existing quality residential neighborhoods of the City while recognizing the need for other uses that support the main function of residential areas.** The single family areas of the City are arranged around Social Neighborhoods. Social Neighborhoods are unique, self-contained areas bounded by Troy’s main thoroughfares. They are mostly single-family areas centered on community elements like schools or parks. Social Neighborhoods are described in more depth at the end of this Chapter, and are illustrated by the solid circles shown on the Neighborhoods Map.

In the Single Family Residential areas of the City, non-residential uses will be considered only when the use is clearly incidental to and

ancillary to single-family residential, or when the use is a park, school, or other community-oriented public or quasi-public use.

The Social Neighborhoods of the City are bounded by the mile square grid pattern of Troy’s thoroughfares. These defined areas can provide the sense of place that Vision 2020 and this Master Plan are striving for. **In most cases, they have a school as central focus.** Schools continue to be a means of stimulating social interaction on many fronts; children establish their first friendships, parents meet other local parents, schools often host public events. Furthermore, the play areas at school provide readily accessible recreation opportunities. Many Social Neighborhoods in Troy have sidewalks promoting accessibility and exercise, and Troy schools have walking paths that are open to the public.

The ideal Social Neighborhood will exemplify the safer, more enjoyable walking environments envisioned by the “Safe Routes to School” program.

DESIGN CONCEPT

- Neighborhoods are approximately 15 minutes walking from end-to-end.
- A wide variety of residential architecture characterizes the various neighborhoods of the City. Non-residential architecture for schools and places of worship complement the residential setting.

BUILDING LOCATION

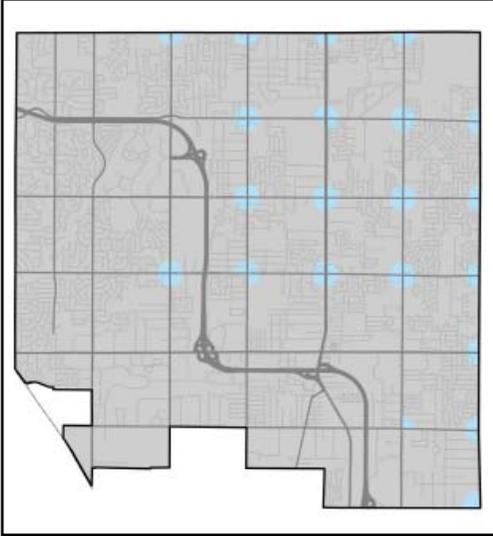
- Homes must be located in relation to the street in a manner that complements surrounding, established homes.

SITE DESIGN ATTRIBUTES

- Walks which link residences to destinations such as schools, libraries, abutting neighborhood commercial service areas, coffee shops, and other neighborhoods are critical.

- The neighborhoods must include improved perimeter walks that are functional and aesthetically pleasing. These exterior walks will directly connect to the activity nodes at major intersections and adjacent neighborhoods. Wide walks will be constructed which will incorporate landscaping and innovative stormwater detention areas. These areas will be artistically developed, but functional landforms that carry visual interest. The perimeter walks have the ability to bring residents of adjacent neighborhoods together.
- Neighborhoods should be connected to one another to increase the area where residents can readily navigate on foot and expand the boundaries of social interaction. Crosswalks near the mid-mile areas of each grid will improve outside linkages.
- Lighting will not encroach on adjacent properties, and will be used carefully to provide safety and security, and for accent illumination.

Neighborhood Nodes: The Economic Neighborhood



- *Located at intersections of the City's main roads.*
- *Work together with Social Neighborhoods to create a more livable community.*
- *Mixed use.*
- *Provide neighborhood gathering places.*
- *Accommodate the daily needs of residents.*

Neighborhood Nodes are the concentrated, commercial and mixed-use centers situated at major intersections of Troy thoroughfares that serve as the center of the City's Economic Neighborhoods. The nodes are specifically identified on pages 95 and 96. Economic Neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st century village centers. The attributes of Economic Neighborhoods are described in more detail in the final section of this Chapter, and the urban design characteristics of Neighborhood Nodes will be described in depth in Chapter 10. The nodes will typically permit a mix of commercial, office, and high-density residential, although the predominant uses in any Neighborhood Node development must be in keeping with the node characteristics described on pages 95 and

96. Industrial uses will not be permitted in the Neighborhood Nodes.

The Economic Neighborhoods of Troy also center on the square mile grid system. Unlike the social neighborhood, the **Economic Neighborhoods are centered on major road intersections where commercial and office development occurs.** When destinations are created, these nodes become a "go to" place and take on a social role. Each of these nodes serves four quadrants of the overlapping social neighborhoods and has the ability to bring residents of four neighborhoods together.

These Economic Neighborhood nodes are destinations that draw people, visually distinguished from the balance of corridor strips through greater density and scale. Variation in building height will often be used to separate the node from the surrounding area, but will not be so extreme as to visually overpower abutting neighborhoods. The separation of building heights at intersections with the "between" segments of corridors stimulates the visual concept of "pulsing" development and sets up a system of visual anchors.

Moderately dense residential environments may be encouraged within some nodes to provide steady activity for longer periods of the day. In these cases, residences may be mixed with offices on upper floors or be developed immediately adjacent to the commercial areas. Connections between the commercial activity and residences must be directly and seamlessly integrated.

During the course of the planning process, the Planning Commission closely analyzed the need for additional neighborhood nodes throughout the City. The City will continue to consider the demand for additional nodes as part of subsequent plan revisions.

DESIGN CONCEPT

- These nodes are within a fifteen minute walking distance of residential neighborhoods to permit alternative modes of transportation.
- Development will be denser and taller than the surrounding area, encouraging visual prominence to signal a gathering space.
- Nodes should be generally confined to a 1,000 foot radius from a major intersection.
- The nodes provide uses and spaces that attract and welcome neighborhood residents.

SITE DESIGN ATTRIBUTES

- Buildings should be separated from the right-of-way line by a landscaped greenbelt, one lane of off-street parking or a pedestrian walk, or a combination of these.
- Primary parking areas will be located within rear or interior side yards.
- Off-street parking should be screened from the public right-of-way by a knee wall or low decorative fence with a hedge of plantings.
- Walks will connect adjacent developments and the public sidewalks.
- Well-defined crosswalks with timed signalization will permit safe crossings.
- Flexible use of space allowing modest outdoor gathering spaces, such as plazas, will be encouraged.

BUILDING DESIGN ATTRIBUTES

- Buildings should be between two and three stories, although one-story structures accommodating gas stations or other special situations may be permitted.
- One-story buildings should have a minimum exterior height of sixteen feet.
- A ground level story should have a

minimum height of twelve feet from finished floor to finished ceiling.

- Facades facing major thoroughfares will be treated as fronts and should have a minimum of half transparent glass and special architectural design treatments.
- Fenestration (the arrangement of windows and doors) should be highlighted through the use of awnings, overhangs or trim detailing.
- Lighting will be carefully managed so as not to encroach on adjacent residential areas.

The following pages contain a table describing the primary intended uses and character of the Neighborhood Nodes designated on the Future Land Use Map. Individual Nodes are numbered and identified on the Economic Nodes Map following the table.

| | Node/Intersection | Primary Uses and Character |
|---|------------------------------------|---|
| A | 14 Mile and Dequindre Road | Non-residential uses catering to the day-to-day needs of the workforce in the surrounding industrial area. Restaurants and convenience needs integrated with banks and other service uses in compact developments would suit the needs of this area. |
| B | Maple Road and Dequindre Road | The unique neighborhood node is home to a collection of uses serving the local Polish population. Uses complementary to the cultural center and bank which help this area serve as a gathering place and focus area for the neighborhood could include limited housing, service uses, or specialty retail and dining. |
| C | John R. Road and Maple Road | The node would best serve the area with a predominantly commercial mix of uses catering to the immediate residential area coming and going from their homes. The node should serve as a transition to the more intense commercial development to the south. |
| D | Big Beaver Road and Dequindre Road | This area should be a high-intensity, high-density, compact area that serves as a notable entry point to the community. Development may include residential, retail, office, and service-oriented uses, but should be designed to create a very noticeable "gateway" into Troy with its complex, high-density, mixed-use character. |
| E | Wattles Road and Dequindre Road | The predominant use in this node should be offices, both medical and professional. Limited commercial service uses designed to complement the main focus of the area as an office node serving this area of the City may also be permissible, if clearly secondary to the primary office character of the area. |
| F | John R Road and Wattles Road | This node may include all uses from high-density residential in combination with restaurants, limited office, and retail. Development at this intersection should include at least two of these uses in any one development, in order to better complement and strengthen the already mixed-use character of the node. |
| G | Rochester Road and Wattles Road | A careful blend of commercial uses and office uses, effectively transitioned into the adjoining residential neighborhoods, should be the main uses at this intersection. Recent residential development in the area has taken pedestrian access to the intersection into consideration with effective pathways and sidewalks, and any new development at the intersection must continue this positive trend. |
| H | Livernois Road and Wattles Road | This lower-intensity area is characterized by single-family residential directly abutting the southwest corner of the intersection, and uses which generate only sporadic activity, such as churches and day care. This node contains the Troy Museum and Historic Village. New development or redevelopment at this node must be especially considerate of the adjoining residential and low-intensity uses and should not include any retail or restaurant uses. Office and other uses similar to the existing uses would likely provide the best combination here. |
| I | Crooks Road and Wattles Road | Development at this location should be low-impact and provide a high benefit to the neighborhood using the least amount of land. Compact, walkable mixed use development with a combination of uses serving the immediate surroundings would be an ideal fit. Integrated compact development which would allow a user to park once and meet several daily needs would be a positive contribution to the node. The City also recognizes that expansion of the White Chapel Cemetery into the northeast corner of this node would be appropriate. |
| J | Dequindre Road and Long Lake Road | Predominantly commercial, catering to both local needs and regional traffic, new development and redevelopment should be mostly commercial, identifying opportunities for small office mixed-use and variations in floor area to allow for a wide range of commercial types. Pedestrian access to the adjoining area and effective screening should be primary areas of focus during the site design process. |

| | Node/Intersection | Primary Uses and Character |
|---|-------------------------------------|--|
| K | John R Road and Long Lake Road | Like Crooks Road and Wattles Road, compact, walkable mixed use development with a combination of uses serving the immediate surroundings would be an ideal fit. Integrated compact development which would allow a user to park once and meet several daily needs would be a positive contribution to the node. |
| L | Rochester Road and Long Lake Road | Intersections L, M, and U and should remain, predominantly commercial, catering to local needs and regional traffic, new development and redevelopment should be mostly commercial and should serve to further enhance this successful commercial area. Opportunities for integrated residential or office development should be considered only when clearly secondary to commercial development. |
| M | Livernois Road and Long Lake Road | Intersections L, M, and U and should remain, predominantly commercial, catering to local needs and regional traffic, new development and redevelopment should be mostly commercial and should serve to further enhance this successful commercial area. Opportunities for integrated residential or office development should be considered only when clearly secondary to commercial development. |
| N | Dequindre Road and Square Lake Road | Low-intensity commercial uses should remain, but redevelopment should include an integrated compact residential component, live/work units, or small office. Service-oriented use development in combination with new residential development would provide a unique setting here. |
| O | John R Road and Square Lake Road | Near a known heron rookery, this node must be careful to respect this important natural resource. New development or redevelopment should complement the churches and limited commercial uses in the area, and should incorporate above-average landscaping, natural buffers, and conscientious site design to enhance the known natural features in the area. |
| P | Rochester Road and Square Lake Road | Major commercial uses dominate and should continue to provide a foundation for this neighborhood node. While uses in the area may cater to regional traffic, service uses, retail, and limited office uses designed to provide service to the immediate residential neighborhood should be incorporated into any new development or redevelopment plans. |
| Q | Livernois Road and Square Lake Road | Development in this area should be especially considerate of the remaining historic asset of the neighborhood. Adaptive use of existing historic structures must be considered before demolition or relocation of these resources. Low-intensity uses working in conjunction with one another to form a central neighborhood village, walkable and accessible, would create an ideal complement to the predominantly residential surroundings. |
| R | John R Road and South Boulevard | Small local commercial uses and office uses should be the focus of this node, to complement the large scale office development across the City's boundary to the north, within the City of Rochester Hills. |
| S | Rochester Road and South Boulevard | This neighborhood node provides a suitable mix of uses to cater to the daily needs of the immediate residential area, while also providing a unique opportunity for specialty retailers, compact walkable residential development, and small-scale office development in an integrated, mixed-use setting. |
| T | Livernois Road and South Boulevard | Limited local commercial and housing for seniors in a dense development pattern should remain the primary focus of this neighborhood node. |
| U | Crooks Road and South Boulevard | Intersections L, M, and U and should remain, predominantly commercial, catering to local needs and regional traffic, new development and redevelopment should be mostly commercial and should serve to further enhance this successful commercial area. Opportunities for integrated residential or office development should be considered only when clearly secondary to commercial development. |