



FROM THE OFFICE OF THE CITY MANAGER

May 14, 2012

To: Mayor and City Council Members

From: John Szerlag, City Manger

A handwritten signature in black ink, appearing to read "John Szerlag".

Subject: City Council Member Questions and Responses

I have discussed questions advanced by Mayor and Council with Staff, and responses are attached. Thank you for asking questions in advance of the meeting.

Question #1

From: Dave Henderson

Subject: Item I-8 sale of property

John,

The memo at the top of this agenda item is marked J-7.

I have a couple questions on this item. First what is the cost of having the appraisal performed? Second, would it benefit us by sitting for another year or so waiting for the commercial values to improve and at the least recoup our investment, especially considering we already have ample vacant space available for businesses in Troy?

Thanks for your thoughts

Response:

From: Mark F Miller

Subject: FW: Item I-8 sale of property

Dear Mayor and City Council:

This is in response to Councilman Henderson's questions and answered in collaboration by Nino Licari, City Assessor, Brent Savidant, Planning Director, Steve Vandette, City Engineer and Mark F. Miller, Director of Economic and Community Development.

1. First, what is the cost of having the appraisal performed?

The cost of appraisal can be in excess of \$3,000, depending on the complexity and work involved in the determination of an opinion of value. Unlike simple residential mortgage appraisals, the fee determined by the appraiser will be based on any or all of the three approaches to value; Cost, Comparable Sales and/or Income.

2. Second, would it benefit us by sitting for another year or so waiting for the commercial values to improve and at the least recoup our investment, especially considering we already have ample vacant space available for businesses in Troy?

This subject property was purchased through condemnation for right of way for Rochester Road. Federal funding was utilized. The disposal and sale of this property is guided by Federal Regulations – 23 CFR 710.405, because it was acquired with federal funding. If sold, the property must be sold at fair market value and the funds received must be used for transportation purposes and title 23 projects.

The current projections for the commercial market are for another 4% reduction in value for this coming year, along with 3% and 2% reductions to follow. It is always a good plan to sell high, and unless we're willing to bear the cost of the carrying charges on this property, we should probably move soon (last year would have been even better).

*Additionally, the subject remnant parcel is adjacent to the west, two parcels, and if combined with the subject parcel it would create a more desirable commercial development site. In fact, Petrit Skenderaj and Steve Muci, submitted a rezoning request for the abutting properties to the west, from R-1C to CB. This application was recommended for denial by the Planning Commission on February 14, 2012. A copy of the Rezoning Report (**Attachment #3**) and Planning Commission minutes are attached. (**Attachment #2**) These applicants have the desire to purchase the City owned property.*

Question #2

From: Dave Henderson

Subject: Workers comp

John

I looked at the bid waiver document. The only question I have is whether or not we look at other competitive bids for this insurance.

I know I shop better rates and policies for my home and auto every two years, and always find better savings with reputable firms. Insurance costs seem to inch up if you never check. How frequently do we shop this around to make sure?

Response:

From: Stephen L Cooperrider

Subject: RE: Workers comp

We have looked into possibly self-insuring in the past as well as to consider bidding in the open market. We had a outside consultant review the City's Work Comp Insurance program in the past only to have him tell us that we should remain with the City's Worker's Compensation Insurance program through the MML WCF. We receive dividends through this program which helps to reduce City cost. The Consultant indicated that as long as we continue to receive these large dividends we should remain with the program. This year's dividend credit is \$199,196. Last year, our dividend credit was \$165,959. The MML WCF returns these large dividends to its members when the Fund has a surplus. The open market does not return any excess funds they collect.

Some people sometimes confuse this program with being self-insured. The MML WCF specializes in only municipal work comp coverage. They competitively bid out their reinsurance and those savings are passed onto their members. Through economy of scale the MML can get its members much better rates on services and coverage. They periodically take quotes on claims handling, legal services, loss control services to provide its members with the lowest costs. They can get a much better rate through their efforts with 866 members as leverage than we could individually. These services are provided to its members as part of the program.

Question #3

From: Maureen McGinnis

Subject: Contract

Hi Beth:

Can you ask John or Lori to provide a copy of the previous Interim City Manager contract that we used in 2009? It was referenced in the memo discussing the contract for Mr. Culpepper and I was just wondering if I could see it so I could compare a few things.

Thanks,
Maureen

Response:

From: Lori G Bluhm

Subject: RE: Contract

I am not aware of a contract that covered John Szerlag's position as the interim City Manager in March 2009. The contract that I referenced in my memo refers to his City Manager contract, which is attached. (See Attachment #1)

c: Table

JS/bt\Agenda\2012\05.14.12 – Council Questions and Responses

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made on the 20th day of July 2009, by and between the City of Troy, Michigan, a municipal corporation, hereinafter referred to as the "City" and A. John Szerlag, hereinafter referred to as the "Executive."

As the City desires to retain the Executive as its City Manager and the Executive desires to serve the City as its City Manager; the City and the Executive agree as follows:

**SECTION 1.
PERIOD OF EMPLOYMENT**

This Agreement shall be effective as of July 20, 2009, and shall continue for an indefinite period, and may be terminated subject to the provisions of Section 14 of this Agreement.

**SECTION 2.
EXECUTIVE'S DUTIES**

During the period of employment with the City, the Executive shall perform the duties of the City Manager as set out in the applicable statutes of the State of Michigan, the Charter of the City of Troy, all ordinances and resolutions lawfully enacted, and other such duties as the Council of the City of Troy may lawfully assign to the Executive.

**SECTION 3.
OTHER EMPLOYMENT**

The Executive shall devote his primary attention, knowledge and skills in the interest of the City of Troy, and the City shall be entitled to full-time benefits arising from incident to the full-time work, services, and advice of the Executive. The Executive may from time to time teach, lecture, consult or make presentations that will not conflict or interfere with his work for the City. The Executive shall provide written notification to each member of the City Council at least thirty (30) days prior to entering into any agreement to provide consultation services to any

Attachment #1

municipal corporation or private entity. Said notification shall provide information sufficient to Council to ensure that the retention of the Executive for purposes of such consultation does not conflict or interfere with his work for the City.

The Executive agrees to execute all oaths and provide all bonds with surety as required by law.

SECTION 4. HOURS OF WORK

The parties realize that the position of City Manager requires the Executive holding such position to work weekends, evenings, and other irregular hours at locations other than the City's administrative offices and during hours that said offices are not open. It is understood and agreed that the Executive shall work whatever hours that may be necessary in order for him to fulfill the requirements of the position of Executive, as described herein and otherwise, but in any event, no less than forty (40) hours per week.

SECTION 5. EXECUTIVE'S SALARY

The Executive shall receive a salary at an annual rate of One Hundred Forty Thousand Dollars (\$140,000.00) for the period commencing July 20, 2009 and that salary shall be payable in installments as per the pay plan generally applicable to other City exempt employees. From time to time, the City shall review the Executive's performance. The Executive's annual salary may be adjusted from time to time as determined by resolution of the City Council.

SECTION 6. DEFERRED COMPENSATION

The City of Troy shall contribute \$7,500 on or before January 15, 2010 to the ICMA Retirement Corporation Deferred Compensation Plan on behalf of the Executive. The City shall

Attachment #1

contribute \$7,500 on each succeeding January 15th provided that this Section of the Agreement remains in full force and effect or this Agreement has not been terminated.

SECTION 7. AUTOMOBILE ALLOWANCE

The Executive shall receive an automobile allowance of \$425 per month during the time he is actively working during the term of this Agreement as City Manager for the City. This amount shall be increased from time to time to the extent such allowance is increased for other exempt employees within the City. This allowance shall be the total compensation to the Executive for the use of his personal automobile in the course of the City's business and shall be paid in lieu of mileage or any other method of reimbursement. The Executive shall provide proof of insurance to the City and name the City as an additional insured on his automobile insurance policy. For purposes of the Agreement, this Allowance shall commence August, 2009.

SECTION 8. OTHER BUSINESS EXPENSE

The City shall reimburse the Executive for all other reasonable employment-related expenses, subject to the administrative policies concerning such expenses, as currently exist in the Exempt Employee's Handbook, Revised 2/00, as may be amended. Such expenses may include, but are not limited to, the following: air travel, tax and automobile rental, lodging, meals, memberships and subscriptions to the publications of the International City Manager's Association only, registration fees for training programs offered by such organizations, and travel and incidental costs relating to attending such programs or conferences and meetings of such organizations. It is specifically understood that such activities are to be undertaken by the Executive as may be required by the City, and shall be considered part of the Executive duties.

Attachment #1

The Executive shall be reimbursed for other such reasonable expenses as the City shall approve by resolution passed by the City Council.

SECTION 9. VACATION LEAVE

The Executive shall receive four (4) weeks of paid vacation annually. For the 2009 partial calendar year only, the Executive shall receive two (2) weeks of paid vacation.

SECTION 10. SICK LEAVE

The Executive shall accumulate sick leave pursuant to the plan for exempt employees as is provided in the Exempt Employee's Handbook, revised 2/00, which may be modified from time to time during the course of this agreement.

SECTION 11. NON-PARTICIPATION IN EMPLOYEES RETIREMENT SYSTEM

The Executive shall not be a member of the City of Troy Retirement System as provided in Chapter 10 of the City's Ordinances. He shall not accrue pension benefits for services rendered to the City pursuant to this Agreement under either the City's Defined Benefit or Defined Contribution Plans but shall continue to receive pension payments from the Employees Retirement System of the City of Troy.

Attachment #1

SECTION 12. GROUP MEDICAL INSURANCE

The Executive shall not participate in Hospitalization or Prescription Drug Insurance coverage as provided to the City's other exempt employees but shall continue to receive Retiree Medical Insurance as already provided. The City shall provide the Executive with Dental and Optical Insurance as provided to the City's other exempt employees.

SECTION 13. PUBLIC OFFICIAL LIABILITY INSURANCE AND REPRESENTATION BY LEGAL COUNSEL

The City shall provide the Executive with public official liability insurance in accordance with that provided other officers in the City. In addition, the City shall provide the Executive legal representation as otherwise provided for other City officials and as provided by ordinance, except for malicious, wanton criminal conduct arising from the Executive's action or conduct and/or unless the City Council determines that the Executive was clearly acting outside of the scope of his duties when engaged in the actions or conduct which form the basis for such charges or claims.

SECTION 14. TERMINATION

The City or the Executive may terminate this Agreement at any time with or without cause.

1. In the event the Executive terminates this Agreement, he shall give no less than thirty (30) days prior written notice to the City Clerk and in said notice advise the City of the date of termination. If the Executive terminates this Agreement, all rights of the Executive to compensation and the further accrual of benefits pursuant to this Agreement shall cease as of the effective date of such termination.

Attachment #1

2. In the event the City terminates the Executive's employment under provisions of this Agreement for just cause, all rights of the Executive to compensation and the further accrual of benefits pursuant to this Agreement shall cease as of the effective date of such termination. Just cause shall include, but is not limited to, any of the following:

- (a) Fraud, dishonesty, or other intentional misconduct either:
 - 1. in the performance of Executive's duties and responsibilities pursuant to this Agreement, or
 - 2. which has a material adverse impact on the City, its officials, administrators or the Executive.
- (b) The use by Executive of alcohol, drugs, or any other intoxicant or controlled substance, in such a manner as to impair his ability to perform his duties and responsibilities pursuant to this Agreement in a competent and diligent manner or in a manner which harms the reputation of the City.
- (c) The Executive's arrest and binding over for trial or a plea of guilty or nolo contendere to a crime providing for a term of imprisonment (other than traffic violations and crimes not requiring the knowing involvement of the Executive in the commission thereof).
- (d) (i) A pattern of neglect or persistent failure to perform the duties herein contained with respect to duties previously communicated to the Executive in writing by the City Council but only after the Executive has been provided notice by the City Council of its dissatisfaction with the performance of said duties and Executive has been provided a reasonable opportunity to correct his performance;

Attachment #1

(ii) Otherwise willful misconduct in connection with the performance of his duties hereunder.

3. If the City terminates the Executive's employment under the provisions of Section 14, paragraph 2, all rights of the Executive to compensation and further accrual of benefits shall cease as of the effective date of such termination unless a final termination is thereafter made pursuant to the arbitration provisions hereof that the City did not have just cause to terminate the Executive, in which case the provisions of Section 14, Paragraph 4 below shall apply.

4. The City shall also have the right to terminate the Executive's employment without cause. In the event that the City terminates the Executive's employment before June 30, 2010 without just cause, as defined above, and the Executive is willing, able, and ready to perform the duties as City Manager, the City shall provide severance pay to the Executive equivalent to one year of his annual base salary, not including fringe benefits, as full satisfaction of the City's obligation under this Agreement. From July 1, 2010 through June 30, 2011, the City's obligation under this provision shall be fully satisfied by the payment to the Executive of seventy-five percent (75%) of his annual base salary, not including fringe benefits. After June 30, 2011, the City's obligation under this provision shall be fully satisfied by the payment to the Executive of fifty percent (50%) of his annual base salary, not including fringe benefits. The City shall not, however, be required to pay said sum to the Executive until such time that he executes a full and complete release of any and all potential claims against the City and its representatives in a form acceptable to the City Attorney.

SECTION 15. ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS

Except as otherwise provided in this Agreement, the Executive shall receive the same benefits as provided to the City's exempt employees including: compensatory time, sick leave,

Attachment #1

Group Dental and Optical Insurance Benefits, life and other insurance, holidays and disability as is described in the City of Troy Exempt Employee's Handbook, revised 2/00, and which may be modified from time to time during the course of this Agreement. For purposes of this provision, Executive's hire date shall be July 20, 2009.

SECTION 16. ARBITRATION

It is mutually agreed between the Executive and the City that arbitration shall be the sole and exclusive remedy to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Executive by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within thirty (30) days from the date of termination of this Agreement;
2. Within thirty (30) days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within thirty (30) days, the grievance shall be deemed denied;
3. If the grievance is denied, either party may, within thirty (30) days of such denial, refer the grievance to arbitration in Troy, Michigan. The arbitrator shall be chosen in accordance

Attachment #1

with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, and the expense of the arbitration shall be shared equally by the City and the Executive.

4. Any grievance shall be deemed waived unless presented within the time limits specified above. The arbitrator shall not have jurisdiction or authority to change, add to or subtract from any of the provisions of this Agreement. The arbitrator's sole authority shall be to interpret or apply the provisions of this Agreement. The parties hereby acknowledge that since arbitration is the exclusive remedy with respect to any grievance hereunder, neither party has the right to resort to any federal, state or local court or administrative agency concerning breaches of this Agreement and that the decision of the arbitrator shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative agency with respect to any dispute which is arbitrable as herein set forth. The arbitration provisions hereof shall, with respect to any grievance, survive the termination or expiration of this Agreement.

SECTION 17. COMPLETE AGREEMENT

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or other obligations in this Agreement. Any amendments to this Agreement shall be in writing and executed by both the City and the Executive.

SECTION 18. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

Attachment #1

SECTION 19. SURVIVING PROVISIONS

All provisions, which by their terms or by reasonable implication may be performed after termination of this Agreement, shall survive termination of this Agreement including the Executive's rights to his City of Troy retirement pension and post-employment retiree medical benefits which are independent of this Agreement.

SECTION 20. REPRESENTATIONS AND WARRANTIES

Executive represents and warrants to the City that he is free to enter into this Agreement and that he has no prior or other obligations or commitments of any kind to anyone that would in any way hinder or interfere with his acceptance of, or the full, uninhibited and faithful performance of, his employment under or the exercise of his best efforts as an employee of the City.

SECTION 21. WAIVERS

The failure of either party hereto at any time or from time to time to require performance of any of the other party's obligations under this Agreement shall in no manner affect the right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

SECTION 22. SURVIVAL

If any of the provisions, terms or clauses of this Agreement are declared illegal, unenforceable or ineffective in a legal forum or by the operation of law, those provisions, terms

Attachment #1

and clauses shall be deemed severable and all other provisions, terms and clauses shall remain valid and binding.

**SECTION 23.
WARRANTIES**

The individuals signing this Agreement represent and warrant that they, and each of them, are duly authorized and empowered to act on behalf of and to sign for the parties for whom they have signed respectively.

CITY OF TROY, a Michigan municipal Corporation

| | | | |
|------------|---|-----|---|
| Witnesses: | <u>M. Aileen Bittner</u> M. Aileen Bittner | By: | <u>Louise E. Schilling</u> Louise E. Schilling, Mayor |
| | <u>Laura Campbell</u> Laura Campbell | By: | <u>Tonni Bartholomew</u> Tonni Bartholomew, City Clerk |
| Executive: | <u>Diane Fisher</u> Diane Fisher | By: | <u>A. John Szerlag</u> A. John Szerlag |

REZONING REQUEST

5. **PUBLIC HEARING – REZONING APPLICATION (File Number Z 739) – Proposed Professional/Medical Building, South side of Colebrook, West of Rochester Road between Big Beaver and Wattles (970 Colebrook), Section 22, From R-1C (One Family Residential) District to CB (Community Business) District**

Zak Branigan summarized the rezoning report.

There was general discussion of this item.

Artur Kokaj, 17106 Addington Drive, Commerce Township, MI, representing the applicant, discussed the project with the Planning Commission.

The conditional rezoning process was discussed with the applicant.

PUBLIC HEARING OPENED

Dennis Bushon, 3515 Rochester Road, encouraged the applicant to combine the subject parcel with the abutting parcel to the east, located on the corner of Colebrook and Rochester Road.

PUBLIC HEARING CLOSED

Mr. Schultz stated the rezoning had the potential to be detrimental to the residential neighborhood to the east.

Chair Maxwell agreed with Mr. Schultz and added that he had concern with the potential negative impacts on the elementary school located in the neighborhood. He stated he would support a rezoning if the subject parcel were to be combined with the property fronting on Rochester Road.

Resolution # PC-2012-02-008

Moved by: Schultz

Seconded by: Krent

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1C to CB rezoning request, located west of Rochester on the south side of Colebrook, within Section 22, being approximately 10,500 square feet in size, be denied.

Yes: All present (7)

Absent: Sanzica, Ullmann

MOTION CARRIED



CARLISLE

WORTMAN
associates, inc.

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

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

Date: February 9, 2012

**Rezoning Analysis
For
City of Troy, Michigan**

Applicant: Steve Muci

Project Name: 970 Colebrook Professional/Medical Building Rezoning

Location: 970 Colebrook

Current Zoning: R-1C, Single Family Residential District

Action Requested: To rezone Tax Parcels #20-22-277-011 and 20-22-277-012 to CB, Community Business District

Required Information: As noted in review.

BACKGROUND

The purpose of this analysis is to assist the City in determining the appropriateness of rezoning a site on the south side of Colebrook Drive, for the purpose of developing an office building. This application is not for conditional rezoning, however; consequently, the proposed site plan is not a bonding agreement with the City in the event of an approval. The site is located just west of Rochester Road. The two parcels are zoned R-1C, Single Family Residential District, and the applicant seeks a rezoning to CB, Community Business District.

The intent of the R-1C District is as follows *"...The Master Plan recognizes that single-family residential neighborhoods are vital components of the City, and comprise the majority of the land area within the City. The intent of the R-1A through R-1E Districts is to provide areas for single-family dwellings with the primary distinction being a range of densities, implemented through varying lot sizes. The R-1A through R-1E Districts are further intended to preserve and*

improve upon the quality of residential neighborhoods while permitting a limited number of other compatible uses which support residential neighborhoods.”

The R-1C District permits a narrow range of uses compatible with, or dedicated to, residential purposes.

The proposed CB District would permit a much broader list of uses. The CB District is intended *“...to provide for retail business and service uses which primarily meet the day-to-day convenience, shopping, and service needs of persons in the immediate residential areas, but to a more limited extent serve a larger consumer population. The CB Districts are the least intense commercial districts within the City, but do contain a variety of potential uses. The CB District is also intended to protect and enhance existing commercial areas of the City where non-residential uses are and ought to be the primary use of the property. The CB District is unique in this more limited purpose, as the form based and other mixed-use districts within the City also allow and encourage the on-site integration of business and service uses with office and residential uses.”*

The CB District permits a wide variety of commercial and office uses that are not permitted in the existing R-1C District.

Items to be Addressed: None.

SITE DESCRIPTION AND SURROUNDING USES

We visited the site on January 24, 2012. The site is currently vacant, surrounded by walls on the east and south sides, and has large evergreens along the west property line. The site was mostly covered in grass and vegetation, with a fire hydrant along the right-of-way.

To the west is a single family home, to the south and east are commercial projects, and to the north is the walled parking lot of a former office building that was approved for a Gaucho Steakhouse development, which has not yet initiated construction. We are not certain of the status of the Gaucho project, but the site plan has received approval from the Planning Commission.

Items to be Addressed: None.

NATURAL RESOURCES

The site is not previously developed, but is essentially devoid of significant natural features. There are some existing overgrown landscaping materials.

Items to be Addressed: None.

ZONING/LAND USE/MASTER PLAN

The zoning, land use and Master Plan designations for the surrounding parcels are shown in Table 1 below:

Table 1
Zoning, Land Use and Master Plan Designations

| | North | South | East | West |
|--------------------|------------------------|----------------|-------------------|------------------------------|
| Zoning | CB/P | CB | CB | R-1C |
| Land Use | Commercial, parking | Commercial | Commercial | Residential |
| Master Plan | Rochester Road | Rochester Road | Rochester Road | Single-Family Residential |

The subject site lies in the Rochester Road future land use category, on the edge of the Single-Family Residential category. The intent of the Rochester Road future land use category is described in the Master Plan as follows:

Rochester Road carries high volumes of traffic causing backups at intersections. The abutting development pattern from Big Beaver Road north to Long Lake Road is a continuous row of highway-oriented commercial uses. North of Long Lake Road, the land use pattern evolves, becoming a mix of commercial and office near the intersections and older single-family homes and multiple-family complexes in between.

If Rochester Road is to have a defined role and pleasing character in the City, it must undergo a significant transformation over time. Ultimately, the Rochester Road Corridor will become a regional showcase for effective stormwater management and enhancement of the natural environment, while encouraging a combination of high-quality land uses. Effective landscaping focused on native plantings, and improved land use and access management along Rochester will create a green corridor that provides a high level of service for motorists, and which provides an effective natural buffer between high traffic volumes and people visiting adjacent properties. The creation of this green corridor would occur primarily in the right-of-way along road frontages and in the median of a future boulevard.

While the emphasis on innovative stormwater management is specifically called on for the Rochester Road Corridor, new low-impact techniques are to be encouraged elsewhere throughout the City of Troy. As noted in Chapter 7, innovative stormwater management is a priority for the community. Rochester Road will play an important role in this City-wide initiative by proving a regional showcase for such techniques.

New construction along the corridor may include detention and retention basins that work together from site-to-site with other features to create a continuous, linear landscape feature. By connecting properties, the basins create visual relief from traffic. Low impact development methods will be used throughout the corridor to filter stormwater runoff. Rochester Road will also be characterized by effective new signage, high-quality lighting, and effective, complementary site and architectural design.

Uses along Rochester Road will include a variety of mixed uses, established in a “pulsing” pattern where the most intense mixed-use or exclusively non-residential development will occur near the Neighborhood Nodes situated along its main intersections. Lower-impact uses, such as small scale retail or condominiums should be encouraged along the corridor frontage between these nodes.

The Rochester Road category is designed to have “soft edges,” that is, it does not closely follow parcel lines and is intended to be applied to a wide variety of sites having access to Rochester Road. The site, therefore, is also immediately on the edge of the Single Family Residential category. This category is far more limited in scope and is essentially designed to maintain the existing strong residential base in the community.

The intent of the Single Family Residential category is stated in the Master Plan as follows:

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.

We do not feel that this site can be purely considered a Rochester Road category site, given that it has no relationship to Rochester Road and would in fact be walled off from the adjacent site to the east. Given its proximity, and the nature of the uses to the south, east, and north, we could conceivably support a rezoning to the CB category were the site to be integrated with the site to the east. However, the applicant has provided a non-binding site plan showing what the applicant intends to develop. The plan includes a 4,000 square foot office structure and 20 parking spaces. This plan all but totally covers the site and a number of Ordinance requirements are not met by the plan. The required greenbelt, for instance, is occupied by parking spaces. The site plan does not include stormwater detention (a particular concern, given the Rochester Road category's focus on stormwater management). The 20 percent open space requirements are not met. In short, the plan indicates that the site would be significantly overbuilt.

While this is not a conditional rezoning, it is important to note that the project would be a difficult fit in this location. Further, many other retail and office uses would be largely incompatible and also potentially crowding on the site, given its lack of access to Rochester and the small acreage available. We are concerned that any non-residential use would be a potential hindrance to the abutting single family area and would require adequate transitioning, for which there is little room on this small site.

Items to be Addressed: None.

TRAFFIC IMPACT AND SITE ACCESS

The proposed rezoning would allow a wide range of uses that would significantly increase traffic volume from what is permitted within the existing district. In fact, if used as zoned, the site could accommodate two single family homes. The proposed project, a 4,000 square foot office center, would require 20 parking spaces, many of which would be used by incoming customers. Further, many commercial uses, such as basic convenience retail, would be allowed on the site. While we note that the applicant's site plan could not be developed as designed, it does illustrate that an increase in traffic is likely, as would any of the commercial uses allowed in the CB District.

This site is adjacent to sites having immediate access to Rochester Road. While we are concerned about rezoning this site with no access to Rochester, thereby putting all traffic onto Colebrook, a residential side street, we could potentially support a rezoning were the site integrated with the site to the east and if the new overall site was limited to a single driveway access to Colebrook. However, as a stand-alone rezoning application, and given the range of commercial uses permitted in the CB District, we are concerned that the rezoning would have the potential to add a significant amount of traffic to Colebrook from what is currently allowed on the subject site.

Items to be Addressed: None.

SUMMARY

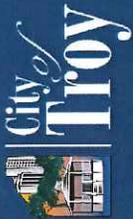
Were the site to be combined with the site to the east, and if the new overall site was limited to a single driveway access to Colebrook, we could potentially support a conditional application. Therefore, we do not support the applicant's request as submitted, and recommend that the Planning Commission recommend to the City Council that the proposed rezoning be denied.

The proposed CB District has potential to support the goals and policies of the Rochester Road District in the Master Plan; however this site does not have access to Rochester and is immediately adjacent to single family homes. The proposed site plan is not binding, and in fact shows a project that would exceed Ordinance limitations and would likely make it difficult to meet the Master Plan design standards for the Rochester Road District. Redevelopment of this site for non-residential purposes is appropriate only if the following conditions are met: (1) The proposed use and design does not have a significant negative impact on the abutting residential property and neighborhood; and (2) The site is appropriately screened from the abutting residential property. Without any assurances that the site will be developed in an appropriate fashion, and in consideration of the plan provided, we do not support the applicant's request as submitted. We recommend that the Planning Commission recommend to the City Council that the proposed rezoning be denied. However, we would like to make the applicant aware of the conditional rezoning option, an application for which would allow the applicant to provide assurances that a potential project would address the issues outlined in this report.



CARLISLE/WORTMAN ASSOCIATES, INC.
Zachary G. Branigan, LEED AP, AICP
Associate

225-02-1202



970 Colebrook, Professional/Medical Bldg

City of Troy Planning Department

Attachment #3

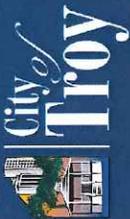


Legend

- 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



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

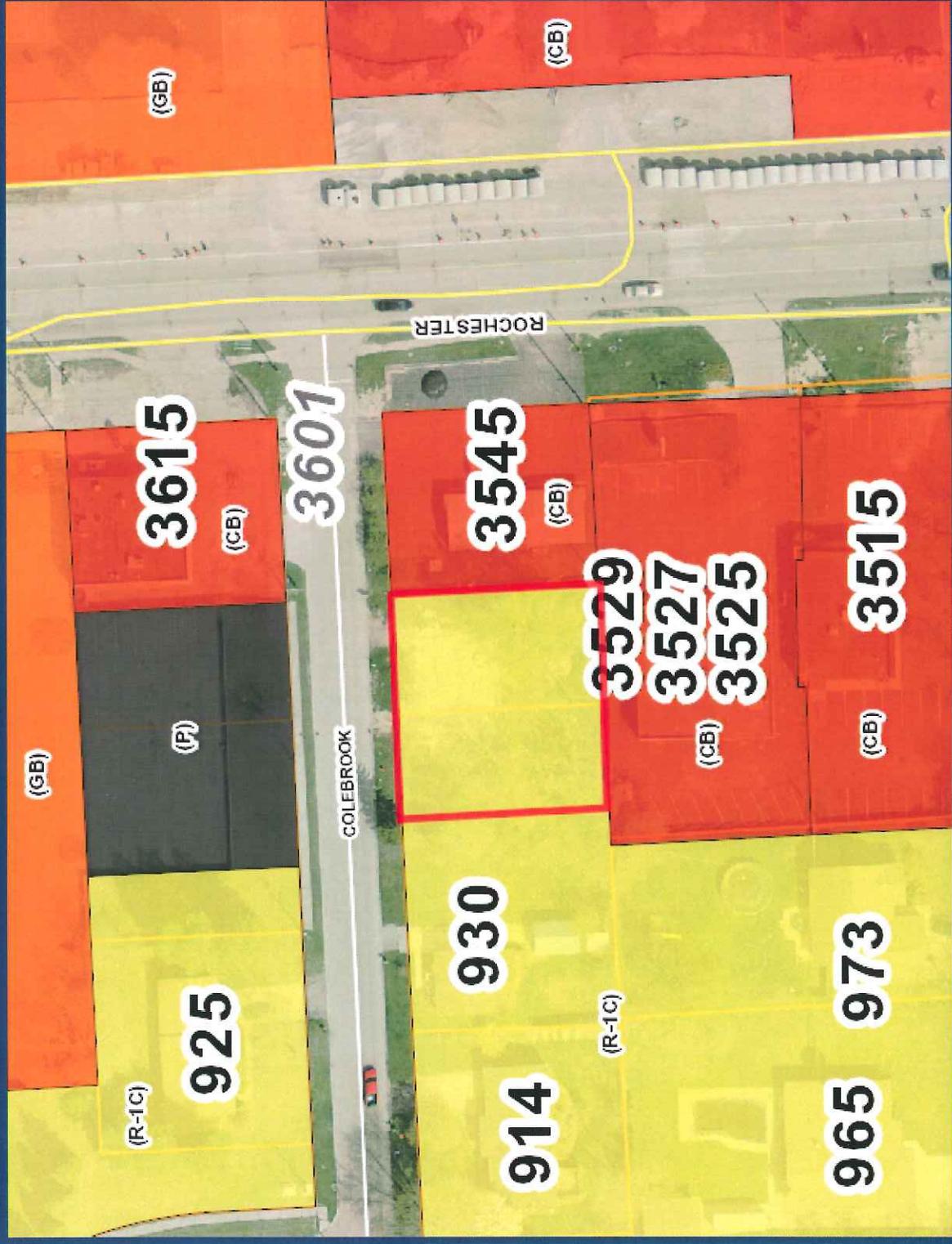


970 Colebrook, Professional/Medical Bldg

City of Troy Planning Department



Attachment #3



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

140

0 70 140 Feet

Scale 1 : 842



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

Printed: 1/24/2012