CITY COUNCIL ACTION REPORT

DATE: May 15, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Mark F. Miller, Planning Director

SUBJECT: Public Hearing – Conditional Rezoning Application (File No: CR-002) – Proposed Grand Troy Villas, west side of Rochester Road, north of Wattles Road, Section 15 – CR-1 to R-1T (CR-002)

Background:

- The Planning Commission recommended approval of the request to conditionally rezone the parcel to R-1T at the April 10, 2007 Regular meeting.
- This area is classified on the Future Land Use Plan as Medium Density Residential, which correlates with the R-1T One Family Attached Residential Zoning District. The application is therefore consistent with the intent of the Future Land Use Plan. The parcel has been planned as Medium Density Residential since 1999.
- Conditions were offered by the applicant to reduce the potential impacts of the development on the residential neighborhood to the west and north. These conditions are listed on the site plan.
- The rezoning application is compatible with adjacent uses and zoning districts.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

- City Council has the authority to act on this application.

Policy Considerations:

- Approval of the rezoning request would be consistent with City Council Goal I (Enhance the livability and safety of the community) and Goal III (Retain and attract investment while encouraging redevelopment).

Options:

- City Council can approve or deny the Conditional Rezoning Application.

Approved as to form and legality: _____

Lori Grigg Bluhm, City Attorney

Attachments:

1. Maps.
2. Conditional Rezoning Agreement.
3. Minutes from April 10, 2007 Planning Commission meeting.
4. Public comment.

Prepared by RBS/MFM

cc: Applicant
File /CR-002

G:\Conditional Rezoning\CR-002 Grand Troy Villas Sec 13\CC Public Hearing 05 21 07.doc

DRAFTED BY: D.K.	HOUSE #: 4161	CITY: Troy	CUSTOMER:
CHECKED BY: JVH	STREET: Rochester Road	COUNTY: Oakland	SDA Architects

CERTIFICATE OF SURVEY

SURVEY NUMBER
05056
PREL.:
FINAL: 4-20-06
SCALE: 1"= 60'

SHEET 1 OF 2

BEARING REFERENCE:
THE EAST LINE OF SECTION 15 BEARING=N.00°16'21"W.

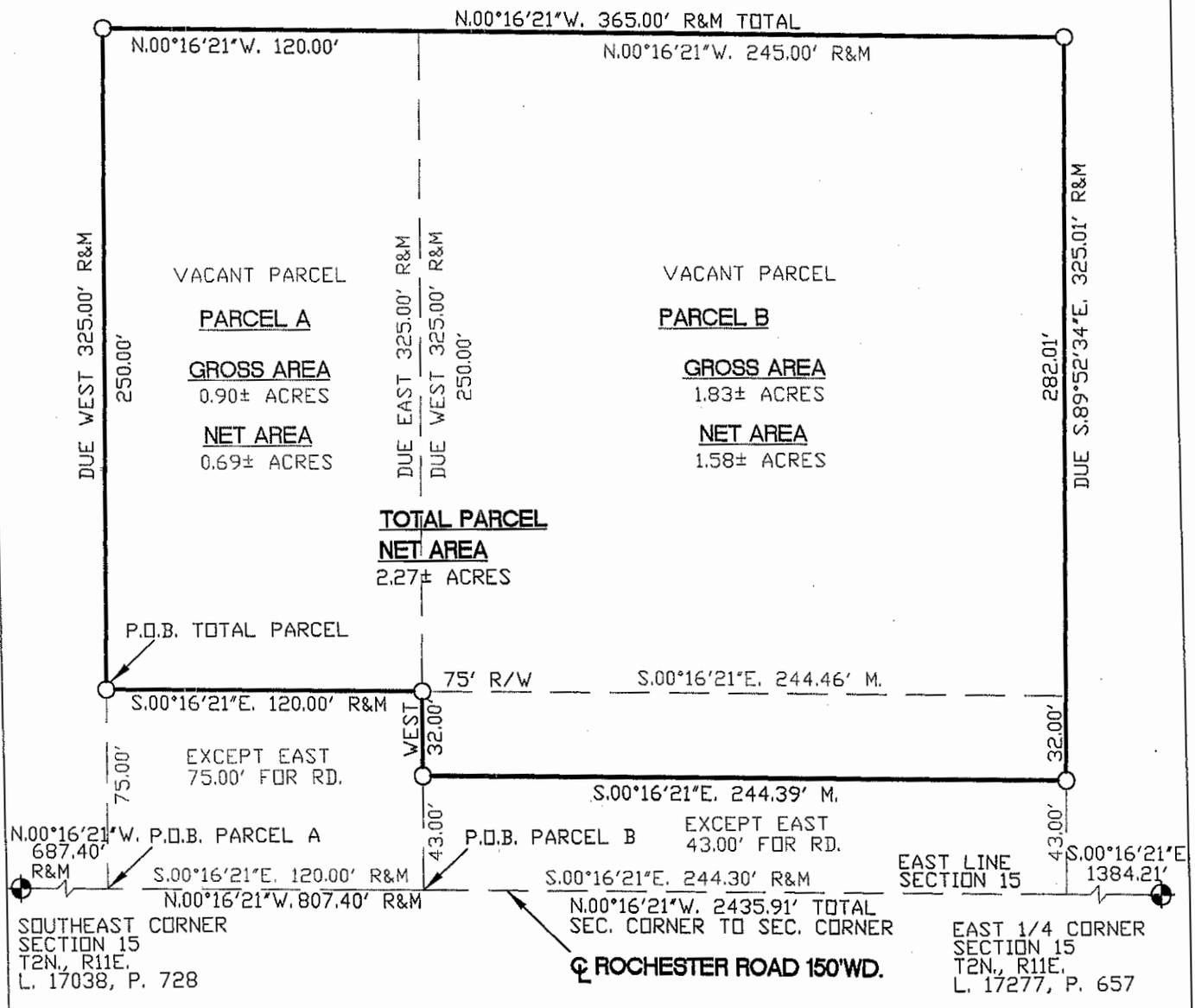
LEGEND:
o= SET CAPED IRON
●= FOUND CAPED IRON
⊠= SET PK
■= SET R.R. SPIKE
✳= FENCE
M.= MEASURED
CAL.= CALCULATED
FD= FOUND
FPOST=FENCE POST
MW=MONITORING WELL

NORTH

GRAPHIC SCALE
0 60 120
1 INCH = 60 FEET

REC'D
MAY 15 2006
PLANNING DEPT

NOTE
FOR LEGALS SEE SHEET 2 OF 2



SURVEYOR'S CERTIFICATE:
THE ERROR OF CLOSURE IS NOT GREATER THAN 1 IN 5,000, WHICH IS WITHIN THE ACCURACY OF SURVEY AS REQUIRED IN ACT NO. 288 OF PUBLIC ACTS OF 1967. THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, PUBLIC ACT 132 OF 1970.

LAND ENGINEERING
SERVICES, INC.
2201 12 MILE ROAD
WARREN, MI 48092
PHONE (586)582-9800
FAX (586)582-9866

Certified by

JAMES VAN HAVERMAAT P.S. #33988

ORIGINAL: 4-20-06

REVISED: 5-2-06 PARCEL B AND COMBINED PARCEL

STATE OF MICHIGAN
JAMES VAN HAVERMAAT
LAND SURVEYOR
No. 33988
LICENSED LAND SURVEYOR

DRAFTED BY: D.K.	HOUSE #: 4161	CITY: Troy	CUSTOMER:
CHECKED BY: JVH	STREET: Rochester Road	COUNTY: Oakland	SDA Architects

CERTIFICATE OF SURVEY

SURVEY NUMBER
05056
PREL.:
FINAL: 4-20-06
SCALE: 1"= N/A

SHEET 2 OF 2

LEGAL DESCRIPTION PARCEL A

PART OF S.E. 1/4 OF SECTION 15, T2N., R11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN. BEGINNING AT A POINT DISTANT N.00°16'21"W. 687.40 FEET FROM SOUTHEAST SECTION CORNER; THENCE WEST 325.00 FEET; THENCE N.00°16'21"W. 120.00 FEET; THENCE EAST 325.00 FEET; THENCE S.00°16'21"E. 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.90 GROSS ACRES OR 0.69 NET ACRES OF LAND MORE OR LESS AND SUBJECT TO THE EAST 75.00 FEET TAKEN FOR ROAD AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

LEGAL DESCRIPTION PARCEL B

PART OF S.E. 1/4 OF SECTION 15, T2N., R11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN. BEGINNING AT A POINT DISTANT N.00°16'21"W. 807.40 FEET FROM SOUTHEAST SECTION CORNER; THENCE WEST 325.00 FEET; THENCE N.00°16'21"W. 245.00 FEET; THENCE S.89°52'34"E. 325.01 FEET; THENCE S.00°16'21"E. 244.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1.83 GROSS ACRES OR 1.58 NET ACRES OF LAND MORE OR LESS AND SUBJECT TO THE EAST 43.00 FEET TAKEN FOR ROAD AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

LEGAL DESCRIPTION COMBINED PARCEL

PART OF S.E. 1/4 OF SECTION 15, T2N., R11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT SOUTHEAST CORNER OF SAID SECTION 15; THENCE N.00°16'21"W. 687.40 FEET; THENCE WEST 75.00 FEET TO THE WEST RIGHT OF WAY LINE OF ROCHESTER RD. (150' WD.) BEING THE POINT OF BEGINNING; THENCE WEST 250.00 FEET; THENCE N.00°16'21"W. 365.00 FEET; THENCE S.89°52'34"E. 282.01 FEET; THENCE S.00°16'21"E. 244.39 FEET; THENCE WEST 32.00 FEET; THENCE S.00°16'21"E. 120.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.27 ACRES OF LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

REC'D
MAY 15 2006
PLANNING DEPT

SURVEYOR'S CERTIFICATE:
THE ERROR OF CLOSURE IS NOT GREATER THAN 1 IN 5,000, WHICH IS WITHIN THE ACCURACY OF SURVEY AS REQUIRED IN ACT NO. 288 OF PUBLIC ACTS OF 1967. THIS SURVEY COMPLIES WITH THE REQUIREMENTS OF SECTION 3, PUBLIC ACT 132 OF 1970.

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Certified by

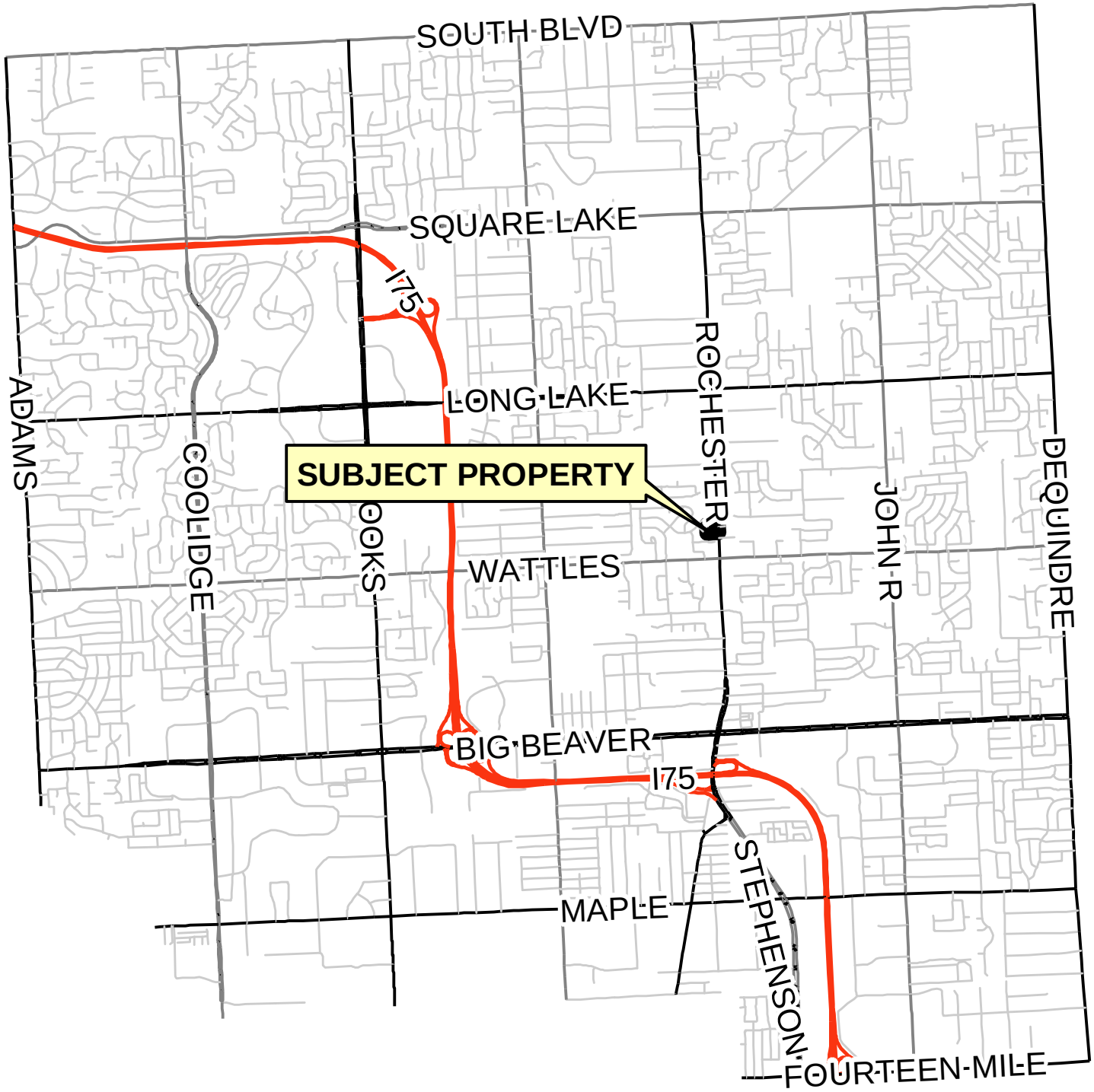
JAMES VAN HAVERMAAT P.S. #33988

ORIGINAL: 4-20-06

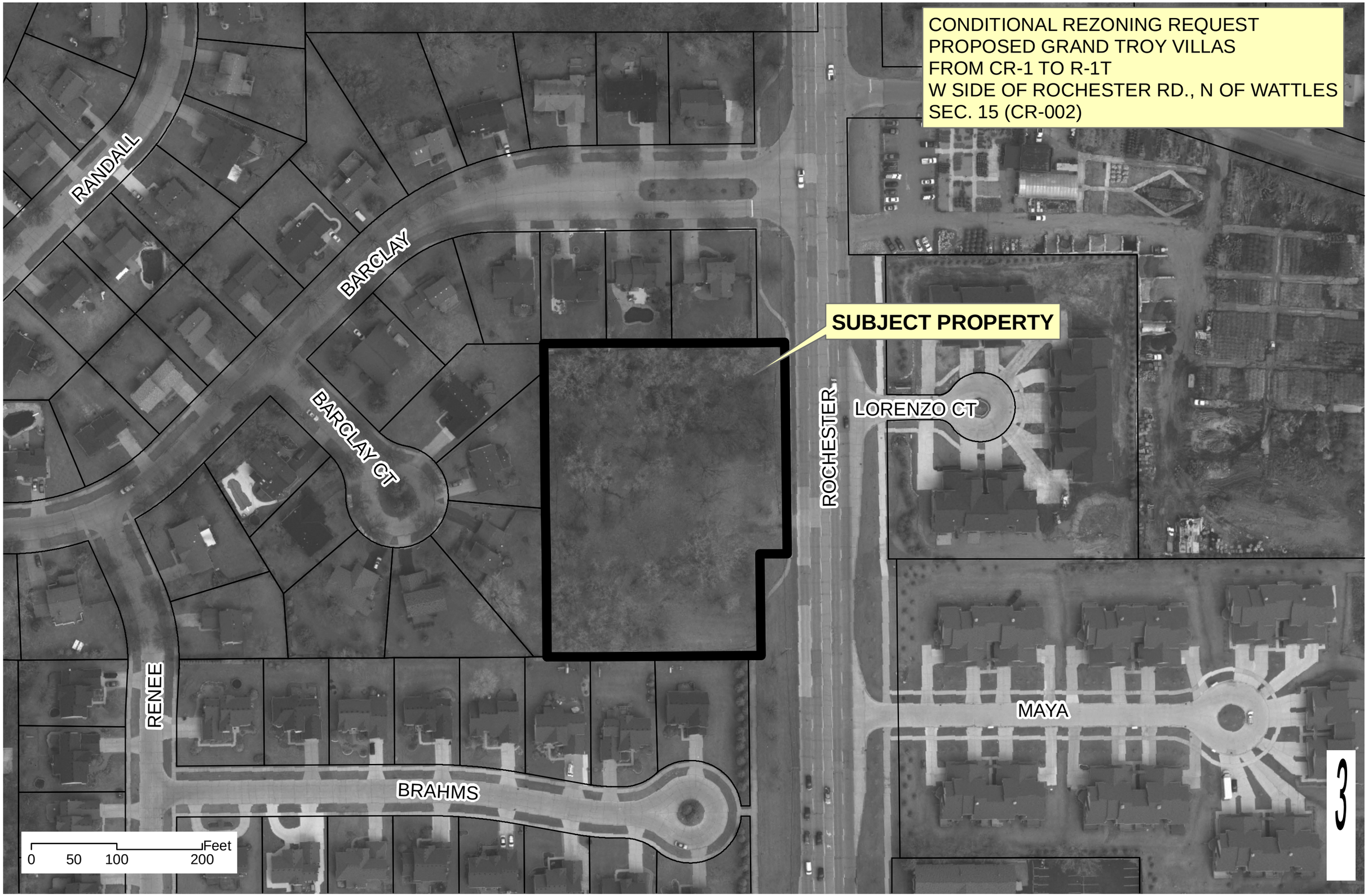
REVISED: 5-2-06 PARCEL B AND COMBINED PARCEL

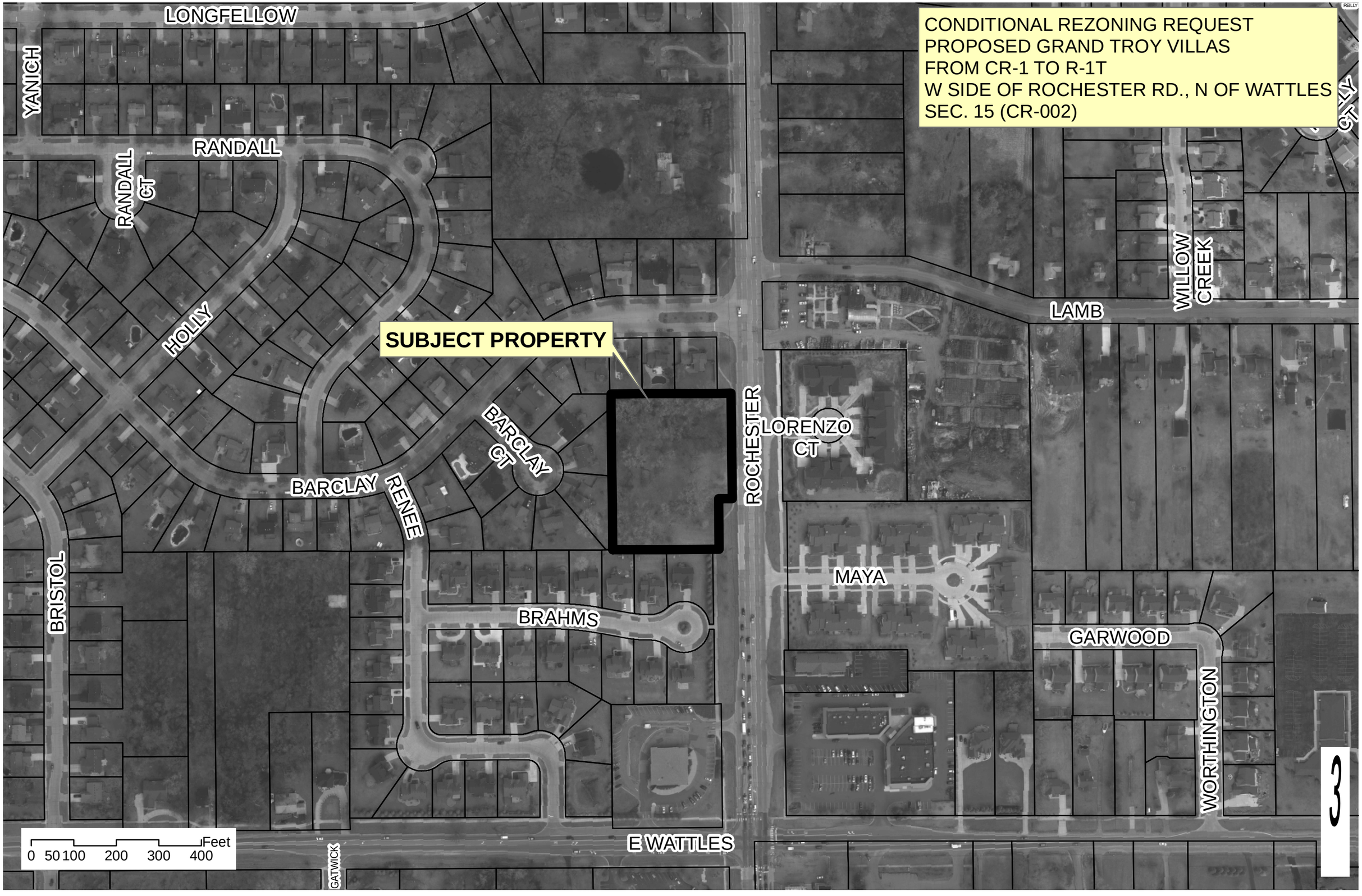
STATE OF MICHIGAN
JAMES VAN HAVERMAAT
LAND SURVEYOR
No. 33988
LICENSED LAND SURVEYOR

CITY OF TROY



PREPARED BY CITY OF TROY PLANNING DEPT.


CONDITIONAL REZONING REQUEST
PROPOSED GRAND TROY VILLAS
FROM CR-1 TO R-1T
W SIDE OF ROCHESTER RD., N OF WATTLES
SEC. 15 (CR-002)
SUBJECT PROPERTY
RANDALL
BARCLAY
BARCLAY CT
RENEE
BRAHMS
ROCHESTER
LORENZO CT
MAYA
0 50 100 200 Feet
3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ROCHESTER
LORENZO CT
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LAMB
WILLOW CREEK
GARWOOD
WORTHINGTON
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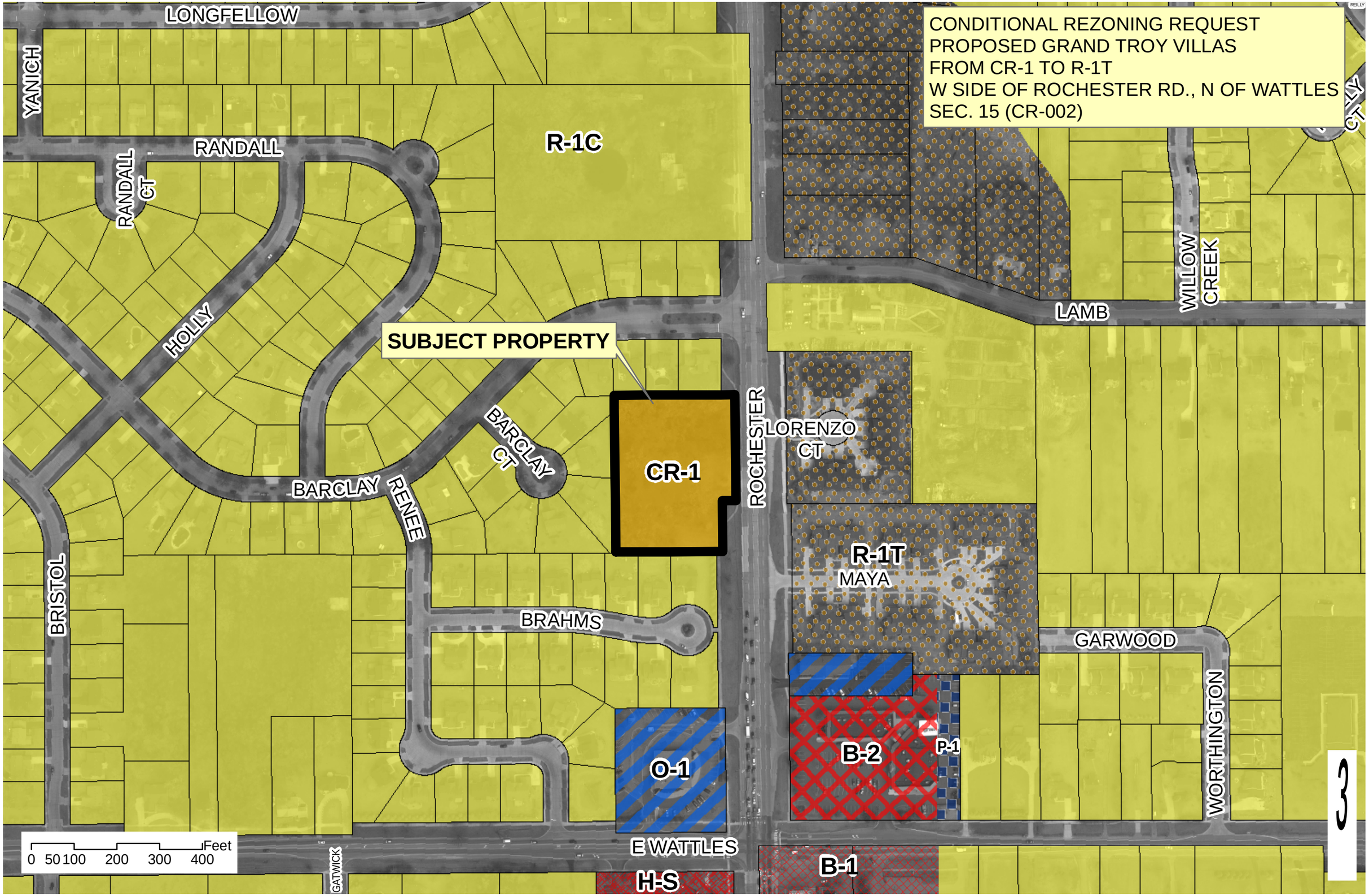
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APR 26 2007
PLANNING DE

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

CONDITIONAL REZONING AGREEMENT

This Development Agreement ("Agreement"), dated March 19, 2007 is entered into by and between owners of land parcel located on Rochester road and Wattles , having parcel ID 88-20-15-477-036 and the City of Troy, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084 ("City").

RECITALS:

A. Developer is the owner or the authorized agent of the owner of certain real property located in the City of Troy, Oakland County, Michigan, containing approximately 2.27 acres, as more particularly described on Exhibit A attached hereto (the "Property").

Commonly known as
88-20-15-477-036
Troy, MI

TAX ID 88-20-15-477-036

B. Developer has applied for Conditional Rezoning pursuant to Troy's Zoning Ordinance, Chapter 39, Section 03.24.00. That Ordinance requires that an applicant for conditional rezoning prepare a Conditional Rezoning Agreement ("Agreement") which requires that specific provisions be included in the Agreement.

C. As part of approval of this Agreement, which will result in a rezoning of the Property from CR-1 One family Residential Cluster District to R-1T One family attached Residential District, Developer has offered and agrees to

make the improvements, proceed with the project and comply with any document submission dates and/or project completion dates, as described in this Agreement and any incorporated documents. Any conditions, representations or promises included in the Agreement have been voluntarily offered by the Developer to induce the City to rezone the land to the proposed classification. The Developer and the City agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Future Land Use Plan; (iii) compliance with all terms and conditions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Municipal Planning Act, MCL 125.3101, et. Seq. and Chapter 39, Section 03.24.00 of the City of Troy Zoning Ordinance. The burden of the conditions on the Developer is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to Property as a result of the requirements represented in the project and/or development.

D. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of the Property to R-1T One family attached Residential District shall become effective ten (10) days after the date of the City Council resolution granting conditional rezoning, or the date the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds, whichever is later (the "Effective Date"). A certified copy of this Agreement, as recorded with the Register of Deeds, shall be filed by the Developer with the City Clerk. Once this Agreement is approved by the Troy City Council, it shall be binding upon the City, the Developer, the owner, the owner of units within the Development, any owners associations, and their agents, successors and assigns. The City's Zoning District Map shall be updated to reflect the amendment to the Zoning Ordinance and the District Map within a reasonable period of time after the effective date of the rezoning.

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

ARTICLE I

GENERAL TERMS

1.1 This Agreement, including any attached site plans and all incorporated documents, shall run with the land. The land is the Property described in the attached Exhibit A. A preliminary site plan complying with Section 03.24.02 (A)(6) of the Zoning Ordinance is incorporated herein as Exhibit B. Reference to "Developer" in this Agreement, the any site plans and/or any incorporated documents, shall include the owner of the Property, Developer's agents, successors and assigns. It is the intent of Developer and the City to put all future owners of the Property, all future leaseholders and/or all parties in interest on notice of the rights, obligations and restrictions contained herein by recording this Agreement, including the site plan and any incorporated documents with the Oakland County Register of Deeds. If the project or development plan includes any type of condominium element, any termination of any condominium community or association shall not nullify or void this Agreement. As part of this Agreement and pursuant to State statute, if a Master Deed is not controlling for all or any portion of a condominium project, the terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Property.

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

A. Chapter 39, Section 03.24.00 of the City's Zoning Ordinance, and amendments, if any.

B. This Conditional Rezoning Agreement.

C. Chapter 39, Article 24 which set out the requirements for development in a R-1T One family attached Residential District Classification.

D. The Preliminary Site Plan with all conditions of rezoning included (see attached list of sheets and dates in Exhibit B) drafted by SDA Architects INC. submitted and approved by the City Council and incorporated into the Conditional Rezoning Agreement as Exhibit B.

1.3 The Ordinance amendment granting the conditional rezoning reclassifies the zoning of the Property to R-1T One family attached Residential zoning district and constitutes the land use authorization for the Property, and all use improvement of the Property shall be in substantial conformity with the provisions of the Zoning Ordinance applicable to the zoning district and this Agreement.

ARTICLE II

CONDITIONS FOR REZONING

2.1 In consideration for the City's rezoning of the Property from its current classification CR-1 One family Residential Cluster District to R-1T

One family attached Residential District, the Developer agrees to be bound by the following conditions:

A. Develop and use the Subject Property as a One family attached Residential in conformance with that certain site plan, dated March 19, 2007, which is attached as Exhibit "B" (hereinafter "Preliminary Site Plan"). The Preliminary Site Plan is hereby incorporated by reference into this Agreement

B. The development will be limited to 8 units maximum, four duplex buildings with two units each.

C. The maximum height of the units (per City of Troy Zoning Ordinance definition) shall be 25 feet.

D. A maintenance agreement shall be provided by the Applicant for the landscape island at the center of the cul-de-sac.

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

2.3 Developer shall be subject to the expiration provisions of Section 03.24.03 of the Zoning Ordinance and Section 5.2 of this Agreement.

ARTICLE III

REZONING

3.1 Directly after approval of this Agreement, City Council shall pass a Resolution rezoning the Property from CR-1 (One family Residential Cluster District) to R-1T (One family attached Residential District). That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The amendment to Zoning Map shall become effective ten (10) days after the date of the Resolution or on the date that the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds, whichever is later. A certified copy of this Agreement, as recorded with the Register of Deeds, shall be filed by the Developer with the City Clerk.

ARTICLE IV

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

4.1 Developer shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents. The Preliminary Site Plan included in the Conditional Rezoning Agreement Documents (Exhibit B) shall receive final approval in accordance with the City's Zoning Ordinance and this Agreement. If a Developer presents a revised site plan to City Council, the site plan shall be remanded back to the Planning Commission for a recommendation to City Council. Failure to develop the Property in accordance with the Conditional Rezoning Agreement Documents shall constitute a deficiency under this Agreement.

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

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

ARTICLE V

THE CITY'S RIGHTS AND OBLIGATIONS

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

5.2 Conditional Rezoning Approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless approved bona fide development of the Property in accordance with permits issued by the City, commences within such two (2) year period and proceeds in due course to completion. This provision shall apply unless the terms of this provision are amended elsewhere in this Agreement. If a lesser period for completion has been offered by the Developer as a condition under this Agreement in Article II, only the Planning Commission can grant an extension of that completion period and then, only for good cause shown by the Developer. The City shall have the sole discretion to determine if

there has been bona fide development of the Property. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine if bona fide development is occurring or has occurred.

5.3 In the event bona fide development has not commenced within two (2) years from the effective date of the conditional rezoning, the rezoning and the Conditional Rezoning Agreement shall be void and of no effect.

5.4 If the Conditional Rezoning Approval and Agreement become void, no development shall be undertaken and no permits for development shall be issued until such time as a new zoning district classification of the Property has become effective as a result of one or both of the following actions that may be taken:

A. The Property owner seeks a new rezoning classification for the Property, and/or

B. The City initiates a new rezoning request for the Property to a reasonable district classification, in accordance with the conventional rezoning procedure.

5.5 If the City determines that no bone fide development of the Property has occurred, the City shall file a Dissolution of Conditional Rezoning Agreement Due to Non-Performance with the Oakland County Register of Deed stating that the Conditional Rezoning Agreement is null and void and that the Property has reverted back to a CR-1 One family Residential Cluster District classification.

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

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

6.3 If there is a conflict between the terms of any of the Conditional Rezoning Agreement Documents, such documents shall control in the following order: (a) Chapter 39, Section 03.24.00 of the City's Zoning Ordinance, and amendments, if any (b) this Agreement and any Conditional Rezoning Agreement Documents, (c) the Final Site Plan and (d) Chapter 39, Article XII which set out requirements for the R1-T One-Family Attached Residential District classification. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the Conditional Rezoning Agreement Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Zoning Ordinance, as that Ordinance may have been amended, or other Ordinances which shall be applicable provided such determination is not inconsistent with the nature and intent of the Conditional Rezoning Agreement Documents.

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

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

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

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

"Owners/Developers"

By: _____
Bala K. Murthy

By: _____
Jay Balan

By: _____
Sridhar Rajagopalan

By: _____
Srikanth Rajagopalan

Its: Owners/Developers

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 25 day of April, _____ on _____, 2007.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: 2-2-2008

SUSAN M. BURBIDGE
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Feb 2, 2008
ACTING IN Oakland COUNTY, MI

CITY OF TROY, a Michigan municipal corporation

_____
By: Louise Schilling
Its: Mayor

_____
By: Tonni Bartholomew
Its: City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of , _____, on_____,200_

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

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

PREPARED BY:
Owners

6857 Maple Creek
West Bloomfield, MI 48322

WHEN RECORDED RETURN TO:
Susan M. Lancaster
Assistant City Attorney

City of Troy

Big Beaver Road
Troy, Michigan 48084

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LAND SITUATED IN THE CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

T2N, R11E, SEC15 PART OF SE 1/4 BEG AT PT DIST N 00-16-21 W 687.40 FEET AND W 75 FROM SE SEC COR TH W 250 FEET, TH N 00-16-21 W 365 FEET, TH S 89-52-34 E 282.01 FEET, TH S 00-16-21 E 244.39 FEET, TH W 32 FEET, TH S 00-16-21 E 120 FEET TO BEG 2.27A5-9-06 FR 016 AND 017

Commonly known as:

88-20-15-477-036

Troy, Michigan

Tax ID #88-20-15-477-036

EXHIBIT B

PRELIMINARY SITE PLAN SETTING FORTH ALL CONDITIONS AS REQUIRED BY SECTION 03.24.02 (A)(6) OF THE ZONING ORDINANCE

Sheet No:	Sheet Name:	Date:
A	PRELIMINARY SITE PLAN	03/19/07
B	PRELIMINARY GRADING PLAN	03/19/07
C	TREE PRESERVATION PLAN	03/19/07
D	PRELIMINARY LANDSCAPE PLAN	03/19/07
E	PRELIMINARY BUILDING PLANS	03/19/07
1 0F 2	TOPOGRAPHIC/TREE SURVEY	11/06/06

NOTE: SHEET 2 0F 2, "TREE LIST", DATED 11/06/06, WAS INCORPORATED INTO SHEET C.

REZONING REQUESTS

6. PUBLIC HEARING – CONDITIONAL REZONING REQUEST (CR 002) – Proposed Grand Troy Villas (formerly Z 632-B), West side of Rochester Road, North of Wattles Road, Section 15 – From CR-1 (One Family Cluster Residential) to R-1T (One Family Attached Residential)

Mr. Miller presented a summary of the Planning Department report on the proposed conditional rezoning request, and reported it is the recommendation of City Management to approve the Conditional Rezoning Agreement and Preliminary Site Plan as submitted.

Mr. Littman asked how many units could be constructed if the site was developed to the maximum under the CR-1 zoning.

Mr. Miller replied 7 units could be constructed.

Eric Salswedel of SDA Architects, 42490 Garfield, Clinton Township, was present to represent the owner. Mr. Salswedel said the adjacent parcel was acquired at a premium cost which shows good faith on the part of the petitioner. He indicated that City Management recommended approval of the previously submitted conventional rezoning request. Mr. Salswedel said the majority of neighbor concerns have been addressed in the conditional rezoning request. He thanked the Planning Department for their assistance on the project.

Chair Schultz provided a brief explanation of a conditional rezoning. He indicated the proposed request would limit the development to 8 units and two-story buildings.

PUBLIC HEARING OPENED

Paul Woleben of 880 Barclay Court, Troy, was present. Mr. Woleben, who lives directly behind the proposed development, spoke in opposition of the request. He addressed the height of the units and the formula used to determine building height. Mr. Woleben voiced concern that the building height would be 30 feet. He also addressed a development located across the street [Lorenzo Court] with respect to the number of proposed units, and the number of units that actually were constructed.

Chair Schultz and Mr. Miller provided the formula used to determine building height and said it is both a standard architectural practice and zoning practice. They confirmed the proposed building height would be 25 feet.

Mr. Woleben asked if the Planning Commission received email messages today.

Chair Schultz replied in the affirmative.

Mr. Woleben addressed the existing fences, two portions of which encroach upon the petitioner's property. He asked for an agreement from the petitioner that the existing fences would be maintained, and not torn down. He referenced an informal agreement to that intent was made between the property owner and the neighbors at the January 10th meeting.

Janice Arnold of 912 Barclay Drive, Troy, was present. Ms. Arnold spoke in opposition of the request. She addressed the reasons she moved into her home, and the density and neighborhood privacy should the development be approved. Ms. Arnold expressed her disappointment that invitations to the meeting between the developer and neighbors were addressed to men only.

PUBLIC HEARING CLOSED

Mr. Vleck asked if the required building height differs between CR-1 and R-1T.

Mr. Miller replied in the negative.

Mr. Vleck asked if the building height requirement is the same for the R-1C zoned property to the west.

Mr. Miller replied in the affirmative; the maximum height is 25 feet. He noted a difference in that R1-T is limited to 2.5 stories, and R1-C is limited to 2.0 stories.

Chair Schultz asked if it would be correct to say that any property owner in the residentially-zoned property to the east could add a second story to a home or build a two-story home, and meet Zoning Ordinance requirements.

Mr. Miller said that would be correct, at a maximum of 25 feet in height.

Mr. Strat asked the petitioner what material is proposed for the retaining wall.

Mr. Salswedel said they are proposing stepped landscaping blocks that would rest on a bed of gravel.

Mr. Strat asked the petitioner to address the natural state of trees and underbrush, and questioned if a snow fence would be provided.

Mr. Salswedel said underbrush was not discussed. He indicated healthy plantings would remain as long as there is no interference with the proposed utilities. He said the tree preservation plan shows specifically which trees would remain or be removed. Mr. Salswedel said traditional tree protection methods would be utilized, such as a snow fence.

Mr. Littman asked the petitioner what his intent is with respect to the fences.

The owner, Sridhar Rajagopalan of 43360 Chester Drive, was present and addressed the existing fences. Mr. Rajagopalan said they have talked with neighbors, and it is their intent to leave the fences as long as they do not encroach on their property or interfere with property lines.

Chair Schultz asked if the petitioner intends to remove the fences that encroach on his property.

Mr. Rajagopalan said they would work with the neighbors to relocate any fence that encroaches his property. He said he would move any fence that encroaches his property back to the neighbor's side of the property.

Mr. Littman said the fence issue appears to be a misunderstanding between the owner and neighbors. He questioned if the Planning Commission could incorporate any control on the fences into the agreement to assure the neighbors are protected.

Chair Schultz asked legal counsel if the Planning Commission would have authority to dictate that fences that encroach on the petitioner's property would remain.

Ms. Lancaster replied the Planning Commission could not require the petitioner to stipulate the fences would remain. She said the petitioner could offer a resolution to the fence issue and include it in the conditional rezoning agreement.

Mr. Rajagopalan said he would not offer any additional conditions to the agreement at this time. He would like time to discuss the matter with co-owners of the property, and reiterated his intent to work with the neighbors to this regard.

Chair Schultz pointed out the determination of the Assistant City Attorney is that the Planning Commission has no purview to dictate that an encroaching fence be maintained.

Mr. Littman referred to the illustration of 2-story buildings, and asked if there was any intent to construct 2.5-story buildings.

Mr. Salswedel confirmed they would be 2-story buildings. He indicated there would be no way to fit another half-story within the 25-foot height.

Mr. Littman asked where snow would be plowed.

Mr. Salswedel indicated snow plowing was not discussed but the matter would certainly be looked into.

A thorough discussion continued on the fences, specifically with respect to the designations on the site plan as relates to existing fences, encroachments, and notations of the petitioner's intent.

Mr. Strat addressed the petitioner with the possibility that the request could be postponed because there is no resolution to the fence issue.

Mr. Rajagopalan said they would work with the neighbors, as they have in the past two years, toward a resolution. He addressed the money and effort put into the proposed development, and said it is not their intent to tear down the fences that encroach their property.

Mr. Hutson said he would oppose a motion to adjourn or postpone the matter.

Mr. Tagle addressed the designations on the site plan with reference to the fences, and the effect they might have on site plan approval.

Ms. Lancaster addressed property encroachment as relates to the law.

Mr. Miller clarified the location of fences is regulated by the fence ordinance that is administered by the Building Department. Mr. Miller said as an experienced planner, he would encourage the developer to agree to move the fences to the mutual property line.

Mr. Rajagopalan said they would work with the two property owners to move the fences for them.

Resolution # PC-2007-04- - - -
Moved by: Littman
Seconded by:

RESOLVED, That this item be tabled until the end of the meeting to give the petitioner, amongst themselves and with the neighbors if he so chooses, to look at the issue and decide if they want to add some words to this agreement.

MOTION FAILED, due to a lack of second.

Discussion continued.

Mr. Vleck asked if the verbal offer of the petitioner to work with the neighbors to move the fences if they need to be moved could be incorporated into a motion for approval of the conditional rezoning request.

Ms. Lancaster asked if the petitioner would agree to offer to submit a new first page of the site plan that would show the existing fences, show where the two fences encroach, and designate the intention to move those fences to the

property line. She indicated that it would not have to be inclusive as a condition in the agreement, but it would be shown on the site plan that the petitioner intends to move the two encroachments to the neighbor's property line and the rest of the fence would stay as shown on the site plan.

Mr. Rajagopalan agreed.

Ms. Lancaster said that should the offer to redo the site plan is satisfactory to the Planning Commission, the members could make it a condition to site plan approval, carrying those two notations. She indicated the recommendation could go forward to City Council that the petitioner has agreed, on the record, to submit a new front page of the site plan.

Mr. Salswedel apologized to those who might have been offended by the way invitations were addressed for the neighborhood meeting. He said no ill will was intended, and assured the members that an equal amount of men and women were in attendance.

A brief discussion continued on the proposed drainage, retention wall, detention ponds and maintenance of the island

Resolution # PC-2007-04-078
Moved by: Vleck
Seconded by: Hutson

RESOLVED, That the Planning Commission hereby recommends to the City Council that the CR-1 to R-1T conditional rezoning request, as per Section 03.24.00 of the City of Troy Zoning Ordinance, located on the west side of Rochester Road, north of Wattles, within Section 15, being approximately 2.27 acres in size, be granted, for the following reasons:

1. The application is consistent with the intent of the Future Land Use Plan.
2. The application is compatible with the existing zoning districts and land uses.
3. The applicant has worked with the neighbors to reduce the impacts of the proposed building on the abutting residential property.

BE IT ALSO NOTED, That the petitioner will submit a revised site plan showing the correct location of the fence line.

Yes: All present (9)
No: None

MOTION CARRIED

Mr. Miller provided the administrative procedure in forwarding the item to City Council for consideration and legal notification of public hearing.

#6
4-10-07 F
CR 002 GRAND
VILLA

Paula P Bratto

From: Barbara Finney [bbf1963@hotmail.com]
Sent: Monday, April 09, 2007 10:46 AM
To: Paula P Bratto; Cynthia A Stewart
Subject: Planning File No: CR-002 Grand Troy Villas Parcel No: 88-20-15-477-036

Dear Planning Commission,

It would be refreshing to read in the next edition of the Troy Times that the Planning Commission had listened to and sided with the neighbors who do not want the property to be rezoned from CR-1 to R-1T. The new property owners purchased the property KNOWING that it was zoned for CR-1, and should be obligated to build within the current building guidelines. My family has lived next to the property in question for 17 years. As residents of Troy, we have always lived and abided by the rules and regulations set forth by the City. It is not unreasonable to expect the same compliance from the new property owners!

Recently, I watched as a resident was denied an exception to build a non-complying screened-in porch. The re-zoning of this property which allows more and higher buildings is much more invasive to the surrounding properties than a screened-in porch. It is not unreasonable to request that you uphold the current zoning and deny this major exception.

When making your decision to allow more condos on Rochester Road, think about how congested Rochester Road already is; take a look at the For Sale signs on the condos directly across the street from the suggested re-zoning area; and lastly, imagine that it was your back yard that was going to be re-zoned to allow a condominium development to be "tucked in" among single resident homes.

The new property owners have expressed a willingness to be good neighbors. Good neighbors build within current guidelines and good neighbors extend greetings to all persons who own a property, not just the male ones.

I recognize the tax dollars that can be had from an increased number of units, but I also understand the importance of keeping Troy a place where people want to live. Disregarding the wishes of neighborhoods and overcrowding the City to the point that it is even more difficult to drive to the grocery store, is not the way to keep residents or to entice new ones. Have the courage to make the new property owners comply to the current zoning.

Thank you.

Barbara Finney
978 Barclay Drive

Need a break? Find your escape route with Live Search Maps.
http://maps.live.com/?icid=hmtag3

Brent Savidant

From: Paula P Bratto
Sent: Friday, January 05, 2007 10:20 AM
To: Mark F Miller
Cc: Brent Savidant
Subject: FW: Rezoning Parcel # 88-20-15-477 and 88-20-15-477-017

Paula Preston Bratto
City of Troy
Planner
248.524.3365
www.ci.troy.mi.us

-----Original Message-----
From: Barbara Finney [mailto:bbf1963@hotmail.com]
Sent: Friday, January 05, 2007 10:17 AM
To: Paula P Bratto
Cc: Cynthia A Stewart; gdemers@candgnews.com
Subject: Rezoning Parcel # 88-20-15-477 and 88-20-15-477-017

Dear Planning Commission,

The landowners of the property directly behind my home are trying to work out the details of a conditional rezoning. I have watched the public channel enough to know that one of the many issues that you consider in your decisions for rezoning is the willingness of both parties to sit and discuss concerns each side may have.

The landowners have issued a "cordial" invitation to the male co-owner of my property to meet on January 10. I know of at least two other female co-owners who have not been invited to the "lets be good neighbors" meeting. I find this lack of invitation offensive, prejudiced, discriminatory and certainly not in the spirit of working things out.

I know that some of the Council members are concerned with Hooter's attitude toward females. Although the Hooter's uniforms may be provocative, at least Hooter management acknowledges the existence of women; our new neighbors ignore our existence and obviously do not think that our opinions matter.

Sincerely,

Barbara Finney
Co-owner since 1990
978 Barclay Dr

The MSN Entertainment Guide to Golden Globes is here. Get all the scoop.
http://tv.msn.com/tv/globes2007/?icid=nctagline2

Mark F Miller

From: Revathi Murthy [privya@hotmail.com]
Sent: Monday, May 07, 2007 10:31 PM
To: Louise Schilling; talk2cristina@aol.com; rbeltram@wideopenwest.com; Wade Fleming; mfhowryl@umich.edu; dave@lambert.net; stinejm@wwnet.net
Cc: Mark F Miller; gtvillas@hotmail.com; jay.balan@eds.com; privya@hotmail.com; srikantharuna@gmail.com; srir@lason.com
Subject: Grand Troy Villas - Neighborhood Meeting

GTV Neighbor Mtg Minutes.doc

Dear Mayor and Council Members,

As per your suggestion in your last council meeting, we invited Grand Troy Villas Condominum project neighbors for a face-to-face meeting on January 10, 2007. We had a very open and useful meeting. We provided answers to all their questions to the best of our ability. This meeting helped our neighbors understand our best intentions, and how these fine condominiums will add value to the neighborhood.

We are attaching meeting minutes for your information. We look forward to discussing our conditional rezononing request in the upcoming council meeting and getting approval.

Yours sincerely,
Bala K. Murthy
Jay Balan
Sridhar Rajagopalan
Srikanth Rajagopalan

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Subject: Grand Troy Villas Neighborhood Meeting
Date: January 10, 2007
Time: 7:00 PM to 9:00 PM
Place: Troy Community Center

Attendees:

Neighbors:
Alan Carbajo, Marie Jacobs, Liza Hoti, Mark Hoti, Gary Jacobs, Kenneth Burk, Janet Viselli, Susan Werpetinski, Nancy Zebracki, Prashant Chaudhari, Paul Woleben, Angus Finney, Bob

Owners:
Bala Murthy & Revathi Murthy, Srikanth Rajagopalan, Jayhankar Balan, Sridhar Rajagoplan

Architect: Eric Salswedel

Minutes of the Meeting:
Meeting started at 7:15 PM, on January 10, 2007 in Room 402, Troy Community Center. Bala Murthy welcomed the neighbors and stated the objectives of the meeting are mainly to a) share the proposed site plan of conditional rezoning and b) obtain valuable feed back.

Next Eric Salswedel showed preliminary site plan, tree preservation plan, preliminary front, back and side elevation plans of the proposed condominium. Neighbors spent some time reviewing these plans.

Next the floor was opened for question and answer session. Following were some of the questions and corresponding answers.

1. How tall is condominium building?
   According to site plan provided here we have two level condominiums whose height will not exceed the city ordinance requirement (25 feet from ground level to middle of roof)

2. Northwest area of land gets flooded. How do you plan on taking care of this issue?
   While grading the land during construction due care will be taken to prevent flooding in any part of the land and avoid inconvenience to neighbors.

3. Will storm drain go in the easement around the property?
   At this point we don't know how the storm drain will be routed.

4. Will the fence around property line come down?
   We have no intention of tearing down any fence around the property.

5. Where will the utility boxes be placed? Will these boxes be placed in the easement area?
   At this point we don't know where the utility boxes will be placed.

6. Will the trees be removed?
   Some trees may be removed during construction process. However we would like to preserve as many trees as possible.

7. Is parking allowed on cul-de-sac and road?
   Parking is allowed on cul-de-sac and road if we have visitors and our drive-ways are full.

8. Will dead tress and protruding trees be removed?
   Yes. Dead tress will be removed and protruding trees will be trimmed back if necessary.

9. Since it is a private road, will there be trash pick-ups?
   Yes. We will arrange for regular trash pick ups.

10. What is the guarantee that there will not be a dumpster in the property?
    We have every intention of keeping up the neighborhood value and keeping a dumpster is not in our plan.

After the question and answer session neighbors spent time to get to know the owners of Grand Troy Villas Condominium project. Most of them expressed very favorable opinion about the condominium project.

We believe this face to face meeting with our neighbors helped win their trust and confidence in us.