



## MEMORANDUM

TO: Members of the Troy City Council  
 FROM: Lori Grigg Bluhm, City Attorney *LG*  
 Allan T. Motzny, Assistant City Attorney *ATM*  
 DATE: May 17, 2013  
 SUBJECT: Sixth Order Amending Meritor and Nelson Companies Consent Judgment

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In February 2012 City Council approved the Fifth Order Amending the Consent Judgment in the *Meritor Automotive, Inc and the Nelson Companies, Inc*, Oakland County Circuit Court case number 94-94878 CZ. This amendment allowed for the construction of the Warrior Park Baseball Field used by the Brother Rice High School varsity baseball program. The baseball field was constructed between 1735 and 1515 Equity in accordance with a site plan approved by the Planning Commission at its January 10, 2012 regular meeting. The February 2012 amendment to the consent judgment provided that any proposed additions to the site plan such as “facilities for storage, maintenance equipment and baseball equipment, additional bleachers, concession stands, outbuildings, press boxes, scoreboards, restroom facilities, and those structures normally associated with a premium high school baseball facility” could be administratively approved without the necessity of amending the consent judgment.

After the baseball field was constructed in accordance with the site plan, Brother Rice High School submitted plans for several additions, including a scoreboard, additional fencing, flag poles, and signage. The signage requested included graphics, team logos, advertising, and sponsorship identifications to be located upon the scoreboard, the outfield fence and protective fencing, both sides of both dugouts, in between the backstop poles, and outside of the field and in the parking area. The initial proposal included signage located at heights exceeding 40 feet (25 feet is maximum height allowed under the sign ordinance for the zoning district), ground signs covering a total area of 4,870.25 square feet (the sign ordinance allows two ground signs with a maximum area of 100 square feet for one and 300 square feet for the other) and wall signage that substantially exceeded the requirement under the sign ordinance that wall signs not exceed 10 % of the front area of the structure. Accordingly, Brother Rice High School representatives were advised their proposal could not be administratively approved and an amendment to the consent judgment was required.

Subsequently, through negotiations by and between City Administration and representatives of Brother Rice High School, Brother Rice agreed to tailor down their request and bring their proposal more in line with the City’s sign ordinance provisions. The attached consent judgment incorporates the reduced proposal as requested by City Administration and includes specific limitations on signage and sponsorship identification. Although the current proposal still technically exceeds the requirements of the sign ordinance, the variances requested are consistent with the type of graphics, logos and sponsorship identification associated with a premium high school baseball facility.

Please let us know if you have any questions or concerns about this proposed amendment.

**Proposed Resolution**

Resolution #

Moved by:

Seconded by:

RESOLVED, that the Troy City Council **APPROVES** the entry of the Stipulation and Sixth Order Amending Consent Judgment in the *Meritor Automotive, Inc and The Nelson Companies, Inc v City of Troy* lawsuit, Case Number 94-948784 CZ, authorizing improvements to the Warrior Park Baseball Field, located on the south side of Equity, between 1735 and 1515 Equity, Section 32, as described and approved in the Fifth Order Amending the Consent Judgment, and **AUTHORIZES** the Mayor and City Clerk to execute the document on behalf of the City. A copy of the executed Stipulation and Sixth Order Amending Consent Judgment shall be recorded with the Oakland County Register of Deeds and also attached to the minutes of this meeting.

Yes:

No:

**MOTION CARRIED / FAILED**

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

MERITOR AUTOMOTIVE, INC.,  
A Delaware corporation, and  
THE NELSON COMPANIES, INC.,  
A Michigan corporation,  
Plaintiff,  
v.

Case No: 94-948784-CZ  
Honorable:  
Denise Langford Morris

CITY OF TROY, a Michigan municipal  
Corporation,  
Defendant.

\_\_\_\_\_/

BROTHER RICE HIGH SCHOOL  
SUCCESSOR IN INTEREST TO CAMBRIDGE  
CROSSINGS #2, L.L.C as to Units 3, 4 and 5 of the  
Business Park at Cambridge Crossings only  
Charles J. Taunt (P24589)  
700 E. Maple Road, 2<sup>nd</sup> Floor  
Birmingham, MI 48009  
248-644-7800

CITY OF TROY  
Lori Grigg Blum (P46908)  
Allan T. Motzny (P37580)  
City of Troy City Attorney's Office  
Attorneys for City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084  
248-524-3324

STIPULATION AND SIXTH ORDER AMENDING CONSENT JUDGMENT

At a session of said court held in the  
Courthouse in the City of Pontiac, Oakland County, Michigan on:

PRESENT: HONORABLE DENISE LANGFORD MORRIS  
OAKLAND COUNTY CIRCUIT COURT JUDGE

The parties, through their respective counsel and by themselves, hereby stipulate and agree to this Stipulation and Fifth Order Amending Consent Judgment ("Sixth Amendment") as follows:

WHEREAS, this matter was resolved through the entry of a Consent Judgment on May 10, 1999 (the "Original Consent Judgment"), and the Original Consent Judgment was modified on March 26, 2002 by the entry of a Stipulation and Order Amending Consent Judgment (the "First Amendment"); on November 25, 2002 by entry of a Stipulation and Order Amending Consent Judgment (the "Second Amendment"); on March 20, 2003 by the entry of a Stipulation and Third Order Amending Judgment (the "Third Amendment"); on August 11, 2011 by the entry of a Stipulation and Fourth Order Amending Consent Judgment (the "Fourth Amendment") and on February 2, 2012 by the entry of a Stipulation and Fifth Order Amending Consent Judgment (the "Fifth Amendment"). The Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment are referred to collectively as the "Consent Judgment";

WHEREAS, the land identified as Parcel B in the Original Consent Judgment described in Exhibit B incorporated therein, and which is described in the attached Exhibit A to this Sixth Amendment, was permitted to be developed, used and occupied for the purposes set forth in Article XXVIII, M-1 Light Industrial District, within the meaning of Chapter 39, Section 28.00.00, et seq., of the Troy City Code, in effect at that time of the

Original Consent Judgment except as specifically modified by the terms of the Consent Judgment, and

WHEREAS, subsequent to the entry of the Original Consent Judgment, Plaintiff, Cambridge Crossing Shops #1, LLC ("Cambridge Crossing #1") acquired Parcel A from Meritor Heavy Vehicle Systems, LLC, a wholly owned subsidiary of Meritor Automotive, Inc. and Developed Parcel A into an operating retail shopping center with various retail tenants as permitted by the Consent Judgment; and

WHEREAS, on or about January 31, 2003, Cambridge Crossing Shops #2, LLC ("Cambridge Crossing #2") acquired Parcel A from Cambridge Crossing #1 who continued to operate Parcel A as a retail shopping center with various retail tenants as permitted by the Consent Judgment; and

WHEREAS, subsequent to the entry of the Original Consent Judgment, Cambridge Crossing #2 acquired and became the successor in interest to Plaintiffs in the Subject Property and thereafter PB MI OREO, LLC acquired and became the successor in interest in the Subject Property as defined herein from Cambridge Crossing #2; and,

WHEREAS, Brother Rice High School, a Michigan non-profit corporation, acquired a portion of the land included on Parcel B, specifically Units 3, 4, and 5 of The Business Park at Cambridge Crossings a condominium according to the Master Deed as amended and recorded in liber 32631 page(s) 409 as more fully described in Exhibit B. This property is hereafter referred to as "Subject Property"; and,

WHEREAS Brother Rice High School submitted an application for approval of a site plan ("Site Plan") to the Planning Commission for the City of Troy ("Planning Commission") which was approved in a meeting on January 11, 2012 and the Planning Commission recommended

approval of a site plan application (City of Troy File Number SP971) (the "Application") relating to the Subject Property which lies within Parcel B; and,

WHEREAS, the City Council of the City of Troy approved the Application and the Site Plan on February 6, 2012 in accordance with its regular procedures and has approved and authorized the entry of the Fifth Amendment on behalf of the City of Troy to allow the Subject Property to be used in accordance with the Application and the Site Plan; and,

WHEREAS, Brother Rice High School has requested approval from the City of Troy to allow the Subject Property to be improved and allow Brother Rice High School to construct and maintain the Subject Property to include the improvements reflected on the attached Exhibits 1 through 6 inclusive in addition to all improvements and construction allowed by previous approvals and the Consent Judgment subject to the conditions set forth below ("Conditions").

IT IS HEREBY ORDERED that notwithstanding anything to the contrary in the Consent Judgment, that the Application and Site Plan and the improvements and construction reflected in Exhibits 1 through 6 inclusive and attached hereto are hereby approved and deemed to comport with all applicable legal requirements of the Consent Judgment, the City of Troy Ordinances, and applicable law; and the Plaintiffs, their successors and assigns, hereby have the right, but not the obligation, to construct all or any part of the improvements set forth and depicted in Exhibits 1 through 6 inclusive, subject to the following Conditions and obtaining all applicable sign, building and engineering permits required for such construction in the ordinary course:

1. **Scoreboard.** There shall be no advertising or sponsorship mentioned on any part of the scoreboard.
2. **Sponsorship signage on outfield fence.** The sponsorship signage may only be placed from foul line to foul line; however there shall be no signage or advertisement in the batters eye. The graphics and words indicated on the Exhibits are illustrative and not limiting.

3. **Mission Statement/Warrior Field Sign.** This sign must meet the 30 foot setback as required by the ordinance. There may be no advertising or additional signage on the base.

4. **Front of Dugouts (facing field).** The signage on the front of the dugouts is approved as proposed and reflected on the Exhibits.

5. **Warrior head in parking lots.** Warrior head logo shall be placed in the parking lot as proposed.

6. **Flag poles.** The flag poles may be installed and maintained; however, the flags may only be used to identify the schools in the Catholic League. No sponsorship and or advertising will be included.

IT IS FURTHER ORDERED that the City of Troy allow the Subject Property development, use, and operation consistent with the Application and with the Site Plan.

IT IS FURTHER ORDERED that to the extent additional review, approvals, variances, or consents are required by the City of Troy with respect to any element of the Application or of the Site Plan to give appropriate meaning and effect to the Application, the Site Plan, or to the terms of the Consent Judgment, and this Sixth Amendment, such review, approvals, variances or consents shall not unreasonably be delayed, conditioned, or denied by the City of Troy.

IT IS FURTHER ORDERED that every provision of the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment on file with this Court, whether or not expressly referenced in this Sixth Amendment, are incorporated herein by reference.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction in all matters concerning the development and use of Parcels A and B including the Subject Property and the implementation of the Orders of this Court related to Parcels A and B and the matters covered by the Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment.

IT IS FURTHER ORDERED that the parties may hereafter amend the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, or this Sixth Amendment by written agreement which shall be effective upon the signature of the parties to such amendment and of this Court.

IT IS FURTHER ORDERED that other uses of and for the Subject Property that would be allowed in the underlying Integrated Industrial and Business District as set forth in Chapter 39 the Troy City Code and any proposed additions to the Site Plan or Subject Property such as but not limited to facilities for storage, maintenance equipment and baseball equipment, additional bleachers, concession stands, outbuildings, press boxes, scoreboards, restroom facilities, and those structures normally associated with a premium high school baseball facility may be administratively approved without the necessity of amending this Consent Judgment.

IT IS FURTHER ORDERED and the parties acknowledge that there may be modifications to the Site Plan that are dependent on issues that arise after the approval of this Consent Judgment and that are concerned with minor modifications or other issues that occur in the actual building process or later, and further, that these minor modifications to the Site Plan, not inconsistent with the spirit of this Consent Judgment, may be made without the necessity of amending this Consent Judgment, with the approval of the City Administration. The City Administration shall have the discretion to determine whether a modification is “minor” in accordance with this paragraph.

IT IS FURTHER ORDERED that this Sixth Amendment shall control to the extent there are any conflicts with the Original Consent Judgment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment.

IT IS FURTHER ORDERED that a certified copy of this Sixth Amendment shall be

recorded with the Oakland County Register of Deeds.

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Circuit Court Judge

Brother Rice High School

City of Troy,  
A Municipal corporation

By: \_\_\_\_\_  
Charles J. Taunt  
Its: Manager and attorney

By: \_\_\_\_\_  
Dane Slater, Mayor

By: \_\_\_\_\_  
Aileen Bittner, City Clerk

\_\_\_\_\_  
Charles J. Taunt (P24589)  
BROTHER RICE HIGH SCHOOL  
700 E. Maple Road, 2<sup>nd</sup> Floor  
Birmingham, MI 48009  
248-644-7800

\_\_\_\_\_  
Allan T. Motzny (P37580)  
CITY OF TROY  
City of Troy City Attorney's Office  
Attorneys for City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084  
248-524-3324

Drafted by and after recording return to:  
Charles J. Taunt  
700 E. Maple Road  
2<sup>nd</sup> Floor  
Birmingham, MI 48009

**EXHIBIT A**

(Exhibit B to the Original Consent Judgment)

**EXHIBIT 'B'**

Situated in the City of Troy, County of Oakland and State of Michigan, and being part of lands dedicated to Cambridge Crossing Shops #2, LLC in liber 28689, page 246, and being more particularly described as follows:

Beginning at a 5/8" iron pin, with cap stamped D11, in monument box, said point being the North 1/4 corner of Section 32, Town 2 North, Range 11 East;

Thence South 00° 29' 31" West, a distance of 60.00 feet to a point in the southerly right of way line of West Maple Road;

Thence following along the southerly right of way line of said West Maple Road, South 89° 53' 40" East, a distance of 402.74 feet to a point at the northwesterly corner of said Cambridge lands;

Thence following along the westerly line of said Cambridge lands for the following courses:

South 00° 10' 46" West, a distance of 931.12 feet to a point;

South 89° 38' 34" East, a distance of 81.92 feet to a point;

South 00° 03' 45" West, a distance of 55.48 feet to a point in the northerly line of an Existing Sanitary Sewer Easement;

Thence following along the northerly and easterly lines of said Existing Easement for the following courses:

South 89° 45' 07" East, a distance of 20.00 feet to a point;

South 00° 03' 45" West, a distance of 390.98 feet to a point;

South 89° 30' 11" East, a distance of 174.67 feet to a point on the northerly line of an Existing Sanitary Sewer Easement To Be Vacated, said point being the TRUE POINT OF BEGINNING;

Thence following along the edge of said Existing Easement To Be Vacated for the following courses:

South 89° 30' 11" East, a distance of 232.93 feet to a point;

South 04° 19' 26" West, a distance of 30.07 feet to a point;

North 89° 30' 11" West, a distance of 229.30 feet to a point;

North 02° 36' 49" West, a distance of 30.04 feet to the TRUE POINT OF BEGINNING.

Containing 0.159 acres (6,933 square feet) more or less.

**EXHIBIT B**  
**LEGAL DESCRIPTION**  
**The Business Park at Cambridge Crossings**

Property located in the City of Troy, County of Oakland, State of Michigan.

Unit(s) 3, 4, and 5, of the Business Park at Cambridge Crossings, a condominium according to the Master Deed recorded in Liber 21432, Page(s) 305, and as last amended in Liber 32631, page(s) 409, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 1226, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended.

	<i>Unit</i>
<i>20-32-126-031</i>	<i>3</i>
<i>- 032</i>	<i>4</i>
<i>- 033</i>	<i>5</i>



# GRISSIM METZ ASSOCIATES ANDRIESE

Landscape Architecture  
Civil Engineering  
310 East 42nd Street  
New York, NY 10017  
Tel: 212-512-7810  
Fax: 212-512-7885  
Email: [andriese@grm-a.com](mailto:andriese@grm-a.com)

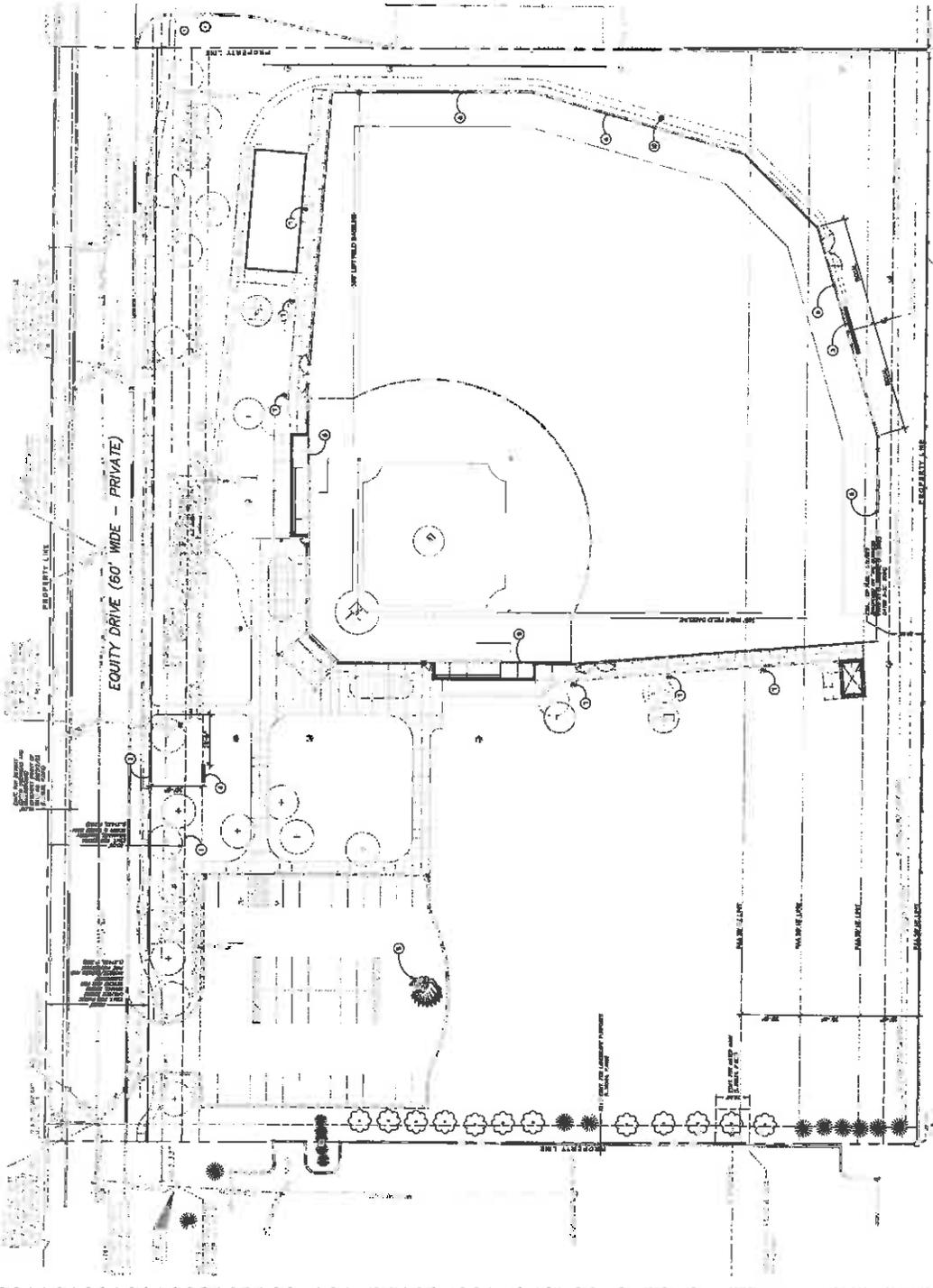
Project: **St. Ann's School**  
Location: **St. Ann's School**  
City: **St. Ann's**

Sheet: **SUBMIT PLAN**  
Date: **06/11/2013**  
Scale: **AS SHOWN**

Drawn by: **JK**  
Checked by: **JK**  
Date: **05/14/2013**

- Note Key:**
- 1. Utility easement line
  - 2. Property boundary of site
  - 3. Proposed 10' sidewalk
  - 4. Proposed 60' wide private driveway
  - 5. Proposed 10' wide private driveway
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  - 28. Proposed 10' wide private driveway
  - 29. Proposed 10' wide private driveway
  - 30. Proposed 10' wide private driveway

**NOTE:**  
 1. All dimensions are in feet and inches.  
 2. All dimensions are to the centerline of the driveway.  
 3. All dimensions are to the centerline of the sidewalk.  
 4. All dimensions are to the centerline of the driveway.  
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 30. All dimensions are to the centerline of the driveway.



SCALE: 1"=30'



**GRISSIM  
METZ  
ANDRIESE**  
ASSOCIATES

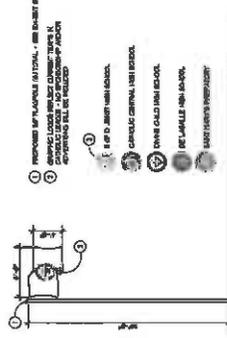
Landscape Architecture  
308 East Oak Street  
Wilmington, NC 28401  
P: 754-347-7911  
F: 754-347-7905  
Email: info@grissim-metz-andriese.com

Project: Brother Rice High School  
Location: Wilmington, NC  
Date: 05/08/2013

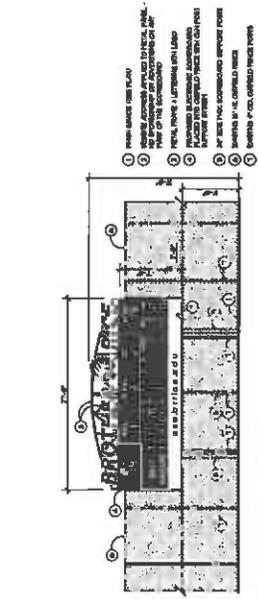
Scale: 1/8" = 1'-0"  
Sheet: 05/08/2013  
Author: J. P. Anderson  
Date: 05/08/2013  
City: Raleigh  
State: NC

**NOTES:**  
1. SEE GENERAL NOTES ON DRAWINGS.  
2. SEE GENERAL NOTES ON DRAWINGS.  
3. SEE GENERAL NOTES ON DRAWINGS.  
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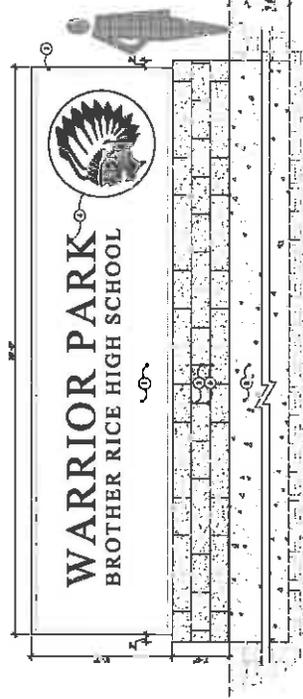
- 1. FINISHES TO BE AS SHOWN ON DRAWINGS.
- 2. SEE GENERAL NOTES ON DRAWINGS.
- 3. SEE GENERAL NOTES ON DRAWINGS.
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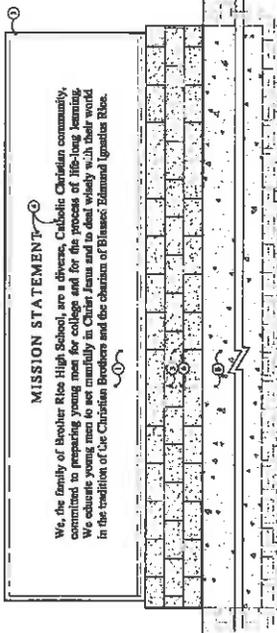
**2 Elevation of Conference Flags**  
EX01 / SCALE 1/8" = 1'-0"



**3 Elevation of Scoreboard**  
EX03 / SCALE 1/8" = 1'-0"



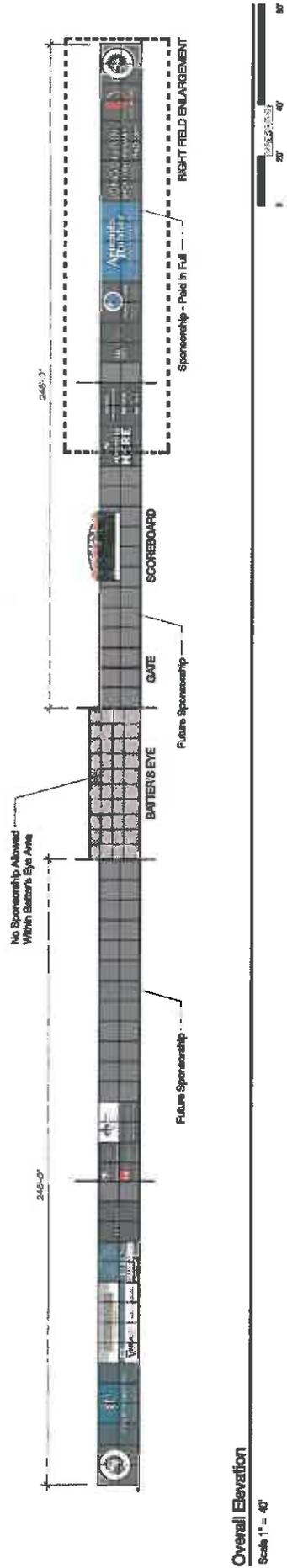
**1 Park Identification Sign Detail**  
EX02 / SCALE 1/8" = 1'-0"



**1 Park Identification Sign Detail**  
EX01 / SCALE 1/8" = 1'-0"



Right Field Enlarged Elevation



Overall Elevation

Scale 1" = 40'

NOTE: Limit of sponsorship signage shall be from foul line to foul line.  
No sponsorship signage along stadium fencing.

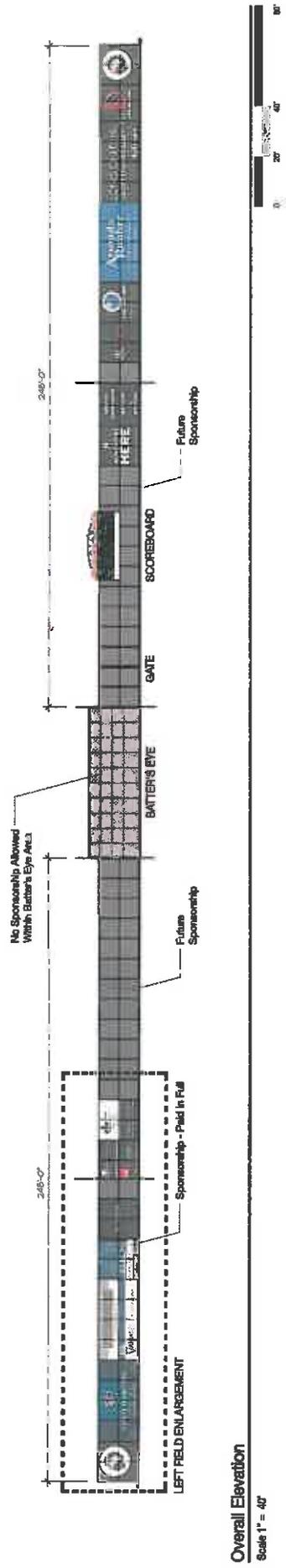
Brother Rice Warrior Park  
Troy, Michigan

Outfield Fence with Sponsorship Graphics  
Exhibit 03  
theD.com



**Left Field Enlarged Elevation**

Scale 3/16" = 1'-0"



**Overall Elevation**

Scale 1" = 40'

NOTE: Limit of sponsorship signage shall be from foul line to foul line.  
No sponsorship signage along stadium fencing.



**Inside Park**  
Scale: Not to Scale

**Brother Rice Warrior Park**  
Troy, Michigan

**Home Team (1st Base) Dugout Wall Graphics**  
Exhibit 05  
11/15/2018

