

AGENDA

Meeting of the

CITY COUNCIL OF THE CITY OF TROY

DECEMBER 15, 2008

CONVENING AT 7:30 P.M.

Submitted By
The City Manager

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

TO: The Honorable Mayor and City Council
Troy, Michigan

FROM: Phillip L. Nelson, City Manager

SUBJECT: Background Information and Reports

Ladies and Gentlemen:

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

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

Identified below are outcome statements for the City, which have been advanced by the governing body; and Agenda items submitted for your consideration are on course with these goals.

Outcome Statements

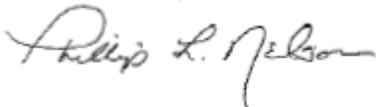
I. Troy enhances the health and safety of the community

II. Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues

III. Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world

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

Respectfully submitted,



Phillip L. Nelson, City Manager



CITY COUNCIL

AGENDA

December 15, 2008 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

CALL TO ORDER: 1

INVOCATION & PLEDGE OF ALLEGIANCE: Pastor Cliff Johnson – Woodside Bible Church 1

ROLL CALL 1

CERTIFICATES OF RECOGNITION: 1

- A-1 Presentations: 1
- a) Presentation to the Public Works Department – Fleet Maintenance Division for Top 20 Fleets in the Nation Recognition and Hero Award 1
 - b) Presentation of the Independent Auditor’s Report for the Fiscal Year Ended June 30, 2008 – by Tom Darling of the Rehmann Robson Group 1
 - c) Presentation of an Audit Recap by John M. Lamerato, Assistant City Manager/Finance & Administration 1

CARRYOVER ITEMS: 1

B-1 No Carryover Items 1

PUBLIC HEARINGS: 1

C-1 Rezoning Application – Proposed Office Building, South Side of Wattles, East of Rochester Road (1100 and 1120 E. Wattles), Section 23 – R-1C to O-1 (File Number Z-732) 1

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CALL TO ORDER:**INVOCATION & PLEDGE OF ALLEGIANCE:** Pastor Cliff Johnson – Woodside Bible Church**ROLL CALL**

- (a) Mayor Louise E. Schilling
Robin Beltramini
Cristina Broomfield
David Eisenbacher
Wade Fleming
Mayor Pro Tem Martin Howrylak
Mary Kerwin
- (b) Excuse Absent Council Members

CERTIFICATES OF RECOGNITION:

A-1 Presentations:

- a)** Presentation to the Public Works Department – Fleet Maintenance Division for Top 20 Fleets in the Nation Recognition and Hero Award
- b)** Presentation of the Independent Auditor’s Report for the Fiscal Year Ended June 30, 2008 – by Tom Darling of the Rehmann Robson Group
- c)** Presentation of an Audit Recap by John M. Lamerato, Assistant City Manager/Finance & Administration

CARRYOVER ITEMS:

B-1 No Carryover Items**PUBLIC HEARINGS:**

C-1 Rezoning Application – Proposed Office Building, South Side of Wattles, East of Rochester Road (1100 and 1120 E. Wattles), Section 23 – R-1C to O-1 (File Number Z-732)Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

WHEREAS, The City is in receipt of a rezoning request, from R-1C to O-1, File Number Z-732, as demonstrated by the Ordinance to amend Chapter 39 of the Code of the City of Troy and as illustrated in the attached Certified Survey; and

WHEREAS, The applicant has provided a letter requesting postponement so that they can submit a conditional rezoning application;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **POSTPONES** the proposed rezoning from R-1C to O-1, to provide the applicant an opportunity to submit a conditional rezoning application to the Planning Commission for their consideration.

Yes:

No:

C-2 Rezoning Application – Proposed Maple Business Center, North Side of Maple, East of Castleton (2795 and 2797 E. Maple), Section 25 – R-1E to B-1 (File Number Z-733)

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

(a) Resolution to Approve

WHEREAS, The City is in receipt of a rezoning request, from R-1E to B-1, File Number Z-733, as demonstrated by the Ordinance to amend Chapter 39 of the Code of the City of Troy and as illustrated in the attached Certified Survey;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed rezoning from R-1E to B-1; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **AMENDS** the Zoning District Map.

OR

(b) Resolution to Deny

WHEREAS, The City is in receipt of a rezoning request, from R-1E to B-1, File Number Z-733, as demonstrated by the Ordinance to amend Chapter 39 of the Code of the City of Troy and as illustrated in the attached Certified Survey;

WHEREAS, Rezoning this parcel to B-1 promotes poor access management due to its small size and narrow width;

WHEREAS, Rezoning this parcel to B-1 is not consistent with the standards of Neighborhood Node B in the City of Troy Master Plan due to its small size and narrow width; and

WHEREAS, The application is incompatible with single family uses and zoning districts to the north;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DENIES** the proposed rezoning from R-1E to B-1.

Yes:

No:

C-3 Concept Development Plan Approval – BBK Mixed Use Project – Northeast Corner of Big Beaver and Kilmer, Section 22, Currently Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) District

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

WHEREAS, The petitioner Landus Development has requested Concept Development Plan approval, pursuant to article 35.50.01, for BBK Mixed-Use Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, in Section 22, within the O-1 and R-1E zoning districts, being approximately 2.546 acres in size;

WHEREAS, The Planning Commission recommended approval of the Concept Development Plan on November 11, 2008;

WHEREAS, The City's Planning Consultant Richard Carlisle of Carlisle/Wortman Associates, Inc. prepared a memorandum dated November 6, 2008 that recommends Concept Development Plan approval of BBK Mixed-Use Planned Unit Development;

WHEREAS, The proposed PUD meets the Standards for Approval set forth in Article 35.30.00; and

WHEREAS, The proposed Planned Unit Development, parcels 88-20-22-383-001, -002, -003 & -006 and 88-20-22-382-012, is described in the following legal description and illustrated on the attached boundary survey drawing:

T2N, R11E, SW 1/4 of Section 22

Commencing at the South ¼ corner of said Section 22; thence along the South line of said Section 22, N 88°40'00" W 165.42 ft.; thence N 01° 32' 14" E, 102.00 ft. to the North line of Big Beaver Rd. (102 ft. half width) and the point of beginning; thence along said North line, N 88°40'00" W, 272.73 ft. to the West line of "Replat of Out Lot A of Big Beaver Subdivision" (Liber 26, pg. 17, of Oakland County Records); thence along said West line and the West line of "Burgess Bungalow Subdivision" (Liber 46, pg. 34, of Oakland County Records), said line also being the East line of Kilmer Rd. (50 ft. width), N 01° 32' 14" E, 368.37 ft. to the North line of Lot 17 of Burgess Bungalow Subdivision; thence along said North line S 88°40'00" E, 122.88 ft. to the East line of said Lot 17; thence along said East line S 01°32'14" W, 22.50 ft. to the North line of Lot 20 of Burgess Bungalow Subdivision; thence along said North lines of Lots 20, 21 and 22 of Burgess Bungalow Subdivision, S 88°40'00" E, 149.85 ft. to the East line of the aforementioned subdivision, said line also being the West line of "Willow Centre" O. C. C. P. No. 1272, as recorded in Liber 21524, pg. 591 of Oakland

County Records; thence along said lines S 01°32'14" W, 162.50 ft. to the South line of said condominium; thence along said South line S 88°40'00" E, 75.20 ft. to the West line of said condominium; thence along said West line, S 01°32'14" W, 183.37 ft. to the aforementioned North line of Big Beaver Rd.; thence along said North line, N 88°40'00" W, 75.20 ft. to the Point of Beginning. Containing 2.546 acres more or less, subject to all easements and restrictions of record;

BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the Planning Director and City Clerk to take whatever actions are necessary pursuant to the City Ordinance to effect the rezoning of the subject parcel to PUD; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AMENDS** the Zoning District Map of the City of Troy Zoning Ordinance to delineate the subject parcel as PUD-010; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the attached Planned Unit Development Agreement and hereby **AUTHORIZES** the Mayor and City Clerk to execute the Planned Unit Development Agreement for BBK Mixed-Use Planned Unit Development on behalf of the City, a copy shall be **ATTACHED** to the original Minutes of this meeting; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the executed BBK Mixed-Use Planned Unit Development Agreement with the Oakland County Register of Deeds; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** the Concept Development Plan for BBK Mixed-Use Planned Unit Development and the petitioner is hereby permitted to submit Preliminary Development Plans pursuant to Article 35.50.02 of Chapter 39.

Yes:

No:

POSTPONED ITEMS:

D-1 Transit Center Cost Sharing Agreement

Pending Resolution

Moved by Kerwin

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement between the City of Troy and the City of Birmingham, which equally divides the cost of a Project Manager for the proposed Troy/Birmingham Intermodal Transit Center; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the Interlocal Service Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

PUBLIC COMMENT: Limited to Items Not on the Agenda

Public comment limited to items not on the Agenda in accordance with the Rules of Procedure of the City Council, Article 16 - Members of the Public and Visitors.

REGULAR BUSINESS:

Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 10“E” of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

NOTE: Any item selected by the public for comment from the Regular Business Agenda shall be moved forward before other items on the regular business portion of the agenda have been heard. Public comment on Regular Agenda Items will be permitted under Agenda Item 10 “E”.

E-1 Appointments to Boards and Committees: a) Mayoral Appointments: Planning Commission b) City Council Appointments: No Appointments brought forward

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The appointment of new members to all of the listed Board and Committee vacancies will require only one motion and vote by City Council. Council members submit nominations for appointment at the meeting prior to consideration. Whenever the number of submitted names exceeds the number of vacancies, a separate motion and roll call vote will be required to confirm the nominee receiving the greatest number of votes in the Council polling process (current process of appointing). Remaining vacancies will automatically be carried over to the next Regular City Council Meeting Agenda for consideration.

(a) Mayoral Appointments

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Planning Commission

Appointed by Mayor (9-Regular) – 3-Year Terms

Donald L. Edmunds

Unexpired Term 12/31/2010

Yes:

No:

(b) City Council Appointments – No Appointments brought forward**E-2 Nominations for Appointments to Boards and Committees: (a) Mayoral Nominations: None Scheduled (b) City Council Nominations: Advisory Committee for Persons with Disabilities; Board of Zoning Appeals; and Historic District Study Committee**

The following Boards and Committees have expiring terms and/or vacancies. Bold black lines indicate the number of appointments required:

The nomination of applicants to the following listed Board and Committee vacancies will be moved forward to the next Regular City Council Meeting for consideration of appointment.

(a) Mayoral Nominations – None Scheduled**(b) City Council Nominations****Suggested Resolution**

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That the Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Advisory Committee for Persons with Disabilities

Appointed by Council (9-Regular; 3-Alternate) 3-Year Term

Alternate Unexpired Term 11/01/2009**Board of Zoning Appeals**

Appointed by Council (7 Regular) 3-Year Term

Planning Commission Rep.* Term Expires 01/31/2009**Planning Commission Alt. Rep.*** Term Expires 01/31/2009***NOTE: Planning Commission to submit recommendations in January 2009.**

Historic District Study Committee

Appointed by Council (7-Regular) Ad Hoc; (2) Historic District Commission; (1) Local Historic Preservation Organization

Ad Hoc

Yes:
No:

E-3 Bid Waiver – Global Positioning System (GPS) Tracking Devices

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

WHEREAS, Global Positioning System (GPS) Tracking Devices are used by law enforcement to conduct covert investigations to monitor criminal activity;

WHEREAS, A short list of companies offer law enforcement grade GPS tracking units, which differ in technology used and overall functionality; and

WHEREAS, After an exhaustive search, the Troy Police Department has determined that Coleman Technologies offers the best system, which includes real “live” time tracking, three-year all inclusive service and warranty plan, no activation fee, and 24/7 technical support;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and hereby **APPROVES** a contract to purchase hardware, software, and services for the Platinum All In One Agent system from Coleman Technologies, Inc. of Orlando, FL, for an estimated total cost of \$28,268.00, as detailed on quote #Q0073.0556.538.1, a copy of which is **ATTACHED** to the original Minutes of this meeting, plus ongoing license renewals, updates and technical support as needed.

Yes:
No:

E-4 Deficit Elimination Plans

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** and **ADOPTS** the Downtown Development Authority, Aquatic Center and Sanctuary Lake Golf Course Deficit Elimination Plans presented to this meeting.

Yes:
No:

E-5 Agreement to Provide Inspection Services – City of Madison HeightsSuggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Service Agreement for the City of Troy to provide inspection services to the City of Madison Heights and hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

E-6 Contract Ratification – Troy Command Officers Association (TCOA) 2008-2011Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **RATIFIES** a collective bargaining agreement between the City of Troy and Troy Command Officers Association (TCOA) for the period July 1, 2008 through June 30, 2011, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the final agreement.

Yes:

No:

E-7 Cost Participation Agreement with Clawson Main Street (Livernois), Broadacre Avenue to Maple Road – Project No. 07.102.5 and 07.502.5Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the Cost Participation Agreement between the City of Troy and the City of Clawson for the reconstruction of Main Street (Livernois), from Broadacre to Maple, Project No. 07.102.5 and 07.502.5, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting

Yes:

No:

E-8 Proposal to Require Fees for Preliminary Breath Tests Administered at the Troy Police DeskSuggested Resolution

Resolution #2008-12-

Moved by

Seconded by

(a) Proposed Resolution A – Option for Emergency Ordinance Amendment to be Effective Immediately

WHEREAS, The Troy Police Department has administered Preliminary Breath Tests (PBTs) at the Troy Police Department for individuals who are required to submit to such tests as a condition of probation;

WHEREAS, The City of Troy Police Department currently administers PBTs at no charge;

WHEREAS, The City of Troy Police Department has administered a significant number of PBTs to non-residents, which may be due to the fact that other communities charge for the administration of PBTs;

WHEREAS, The free administration of PBTs has resulted in a significant cost in both personnel and materials to the City of Troy Police Department;

WHEREAS, Based on past experience, there is a high demand for the administration of PBT testing during holiday periods or other college break periods of time;

WHEREAS, This higher demand for PBT administration is likely to commence before December 25, 2008, the effective date of the amendment to Chapter 60, Section 3 (Fees);

WHEREAS, Pursuant to Section 5.3 of the Troy City Charter, the effective date of ordinance amendments is ten days after enactment;

WHEREAS, Section 5.3 of the Troy City Charter allows for an emergency ordinance which may be effective earlier than the normal ten day period for the preservation of public peace, health or safety;

WHEREAS, The City of Troy is operating in a deficit situation and is striving to reduce its budget deficit by assessing fees when appropriate to recover costs for services, and the immediate effective date will provide for the assessment of charges for PBT administration, which will further the public peace, health, and/or welfare; and

WHEREAS, A charge of \$5.00 to residents of the City of Troy and \$10.00 to non-residents is designed to recoup the costs of administering PBTs at the Troy Police Department;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ADOPTS** the Emergency Ordinance Amendment to Chapter 60, Section 3, Fee Schedule, effective immediately, to add a fee for PBT administration, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

OR

(b) **Proposed Resolution B – Option for Ordinance Amendment to be Effective in Ten Days**

WHEREAS, The Troy Police Department has administered Preliminary Breath Tests (PBTs) at the Troy Police Department for individuals who are required to submit to such tests as a condition of probation;

WHEREAS, The City of Troy Police Department currently administers PBTs at no charge;

WHEREAS, The City of Troy Police Department has administered a significant number of PBTs to non-residents, which may be due to the fact that other communities charge for the administration of PBTs;

WHEREAS, The free administration of PBTs has resulted in a significant cost in both personnel and materials to the City of Troy Police Department;

WHEREAS, The City of Troy is operating in a deficit situation and is striving to reduce its budget deficit by assessing fees when appropriate to recover costs for services; and

WHEREAS, A charge of \$5.00 to residents of the City of Troy and \$10.00 to non-residents is designed to recoup the costs of administering PBTs at the Troy Police Department;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ADOPTS** the Ordinance Amendment to Chapter 60, Section 3, Fee Schedule, to add a fee for PBT administration, as recommended by City Administration, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

E-9 Agreement of Understanding – The Village at Big Beaver Planned Unit Development (PUD 7), Southwest Corner of Big Beaver and John R – Section 26

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the attached proposed Agreement of Understanding for the Village at Big Beaver Planned Unit Development (PUD 7), located at the southwest corner of Big Beaver and John R, in Section 26; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

CONSENT AGENDA:

The Consent Agenda includes items of a routine nature and will be approved with one motion. That motion will approve the recommended action for each item on the Consent Agenda. Any Council Member may ask a question regarding an item as well as speak in opposition to the recommended action by removing an item from the Consent Agenda and have it considered as a separate item. Any item so removed from the Consent Agenda shall be considered after other items on the consent portion of the agenda have been heard. Public comment on Consent Agenda Items will be permitted under Agenda Item 12 "F".

F-1a Approval of "F" Items NOT Removed for Discussion

Suggested Resolution

Resolution #2008-12-

Moved by

Seconded by

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented with the exception of Item(s) _____, which **SHALL BE CONSIDERED** after Consent Agenda (F) items, as printed.

Yes:

No:

F-1b Address of "F" Items Removed for Discussion by City Council and/or the Public

F-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of December 1, 2008 as submitted.

F-3 Proposed City of Troy Proclamation(s): None Submitted

F-4 Standard Purchasing Resolutions

a) **Standard Purchasing Resolution #10: Travel Authorization and Approval to Expend Funds for Council Member Travel Expenses – Michigan Municipal League's Capital Conference 2009**

Suggested Resolution

Resolution #2008-12-

RESOLVED, That Troy City Council hereby **AUTHORIZES** Council members to attend the Michigan Municipal League's 2009 Capital Conference on March 3 – 4, 2009 in Lansing, Michigan, in accordance with accounting procedures of the City of Troy.

b) Standard Purchasing Resolution #1: Award to Low Bidders – Water System Materials

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **AWARDS** contracts to provide one-year requirements of Water System Materials to the following low bidders: East Jordan Iron Works of Oak Park, MI, Gunners Meters & Parts of Pontiac, MI, SLC Meter Service, Inc. of Davisburg, MI, and HD Supply Waterworks of Shelby Township, MI; at unit prices contained in the bid tabulation opened November 12, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-5 Traffic Committee Recommendations – November 19, 2008

(a) No Changes at Torpey Drive and Rochester Road

Suggested Resolution
Resolution #2008-12-

RESOLVED, That there be **NO CHANGES** at Torpey Drive and Rochester Road.

(b) Traffic Control Order 08-07-MR be Rescinded

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Traffic Control Order 08-07-MR be **RESCINDED**.

(c) Replace Yield Signs on Ellenboro at Trombley with Stop Signs

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Traffic Control Order No. _____ be **ISSUED** to replace the YIELD signs on Ellenboro at Trombley with STOP signs.

(d) Replace Yield Sign on Enterprise at Robinwood with Stop Sign

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Traffic Control Order No. _____ be **ISSUED** to replace the YIELD sign on Enterprise at Robinwood with a STOP sign.

(e) Establishment of Fire Lanes/Tow Away Zones at 2477 West Maple

Suggested Resolution

Resolution #2008-12-

RESOLVED, That Traffic Control Order No. _____ be **ISSUED** for the establishment of fire lanes/tow away zones at 2477 West Maple as recommended by the Fire Department.

F-6 Request for Approval of Purchase Agreement – Wattles Road Improvements, Bristol to Worthington – Project No. 01.106.5 – Parcel #1 – Sidwell #88-20-15-476-027 – Joan E. Facchini

Suggested Resolution

Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between Joan E. Facchini, owner of property having Sidwell #88-20-15-476-027, and the City of Troy, for the acquisition of right-of-way for Wattles Road Improvements, Bristol to Worthington in the amount of \$40,000.00, plus closing costs; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Real Estate and Development Department to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Warranty Deed with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-7 Request for Approval of Purchase Agreement and Acceptance of Permanent Public Utility Easement – Rochester Road Improvements, Torpey to Barclay – Project No. 99.203.5 – Parcel #33 – Sidwell #88-20-22-276-056 – Douglas P. Blunden and Mary Ann Blunden

Suggested Resolution

Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between Douglas P. Blunden and Mary Ann Blunden, owners of property having Sidwell #88-20-22-276-056, and the City of Troy, for the acquisition of right-of-way for Rochester Road Improvements, Torpey to Barclay in the amount of \$72,100.00, plus closing costs; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Real Estate and Development Department to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Public Utility Easement in the amount of \$4,700.00 from Douglas P. Blunden and Mary Ann Blunden, owners of property having Sidwell #88-20-22-276-056; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Warranty Deed and Permanent Public Utility Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-8 Preliminary Site Condominium Review – Adams Road Site Condominium, East Side of Adams, South of South Boulevard, Section 6 – R-1A

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the preliminary site condominium plan, as submitted under Section 34.30.00 of the Zoning Ordinance (Unplatted One-Family Residential Development) for the development of a One-Family Residential Site Condominium, One-Family Cluster Option, known as Adams Road Site Condominium, located on the east side of Adams, south of South Boulevard, in Section 6, including 5 home sites, within the R-1A zoning district, being 4.98 acres in size.

F-9 Winter Maintenance Agreement, Road Commission for Oakland County

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy for Snow and Ice Control of certain primary and local roads, which are described and outlined in Exhibit A, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the necessary documents, a copy of which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq.), shall be **ATTACHED** to the original Minutes of this meeting.

F-10 Request for Approval of Purchase Agreement and Acceptance of Permanent Public Utility Easement and Temporary Construction Permit – Rochester Road Improvements, Torpey to Barclay – Project No. 99.203.5 – Parcel #42 – Sidwell #88-20-22-226-072 – Hi-Tech Investment Company

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between Hi-Tech Investment Company, owner of property having Sidwell #88-20-22-226-072, and the City of Troy, for the acquisition of right-of-way for Rochester Road Improvements, Torpey to Barclay in the amount of \$67,718.00, plus closing costs; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Real Estate and Development Department to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Public Utility Easement in the amount of \$7,267.00; and the Regrading and Temporary Construction Permit in the amount of \$80.00 from Hi-Tech Investment Company, owner of property having Sidwell #88-20-22-226-072; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Warranty Deed and Permanent Public Utility Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-11 Private Agreement for Andrew St. Sanitary Sewer Extension – Project No. 06.405.3

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and George Thomas, for the installation of sanitary sewer, sidewalks, and soil erosion on the site and in the adjacent right of way, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-12 License Agreement with St. Joseph Catholic Chaldean Church

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the license agreement between St. Joseph Catholic Chaldean Church and the City of Troy for limited use of City property, described as:

T2N, R11E, Sec 25 Part of the NE ¼ of the NW ¼ Beginning at a point S 00-01-28 W, 968.66 FT & N 89-28-44 E, 1305.52 FT & N 00-13-40 W, 956.34 FT & S 89-38-09 E, 869.24 FT & S 00-12-46 E, 673.50 FT & N 89-31-04 E, 113.43 FT from the NW Section Corner; Thence N 89-31-04 E, 325.00 FT; Thence S 00-16-19 E, 700.00 FT; Thence S 89-31-04 W, 325.00 FT; Thence N 00-16-19 W, 700.00 FT to the point of beginning (Property),

for a period of three (3) years, beginning December 15, 2008 and ending December 15, 2011.

F-13 Allocation of 2009 Tri-Party Program Funds

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **APPROVES** the 2009 Tri-Party program funding allocation of \$544,591.00 and the remaining 2008 Tri-Party program funds in the amount of

\$50,585.00 be used, as required, for concrete slab replacements on County Roads, with \$198,392.00 being the City's share.

F-14 Request to Temporarily Waive Parking Restrictions – Vanderpool

Suggested Resolution
Resolution #2008-12-

RESOLVED, That Troy City Council hereby **WAIVES** the no parking restrictions on Vanderpool Street near 865 Vanderpool on December 20, 2008, between the hours of 5:00 PM and 10:00 PM.

MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

G-1 Announcement of Public Hearings: None Submitted

G-2 Memorandums: None Submitted

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

H-1 No Council Referrals Advanced

COUNCIL COMMENTS:

I-1 No Council Comments Advanced

REPORTS:**J-1 Minutes – Boards and Committees:**

- a) Traffic Committee/Final – August 20, 2008
- b) Advisory Committee for Persons with Disabilities/Draft – October 1, 2008
- c) Advisory Committee for Persons with Disabilities/Final – October 1, 2008
- d) Building Code Board of Appeals/Final – November 5, 2008
- e) Planning Commission/Final – November 11, 2008
- f) Planning Commission Special/Study/Draft – November 25, 2008

J-2 Department Reports:

- a) Police Department – 2008 Year-To-Date Calls for Police Service Report
- b) Building Department – Permits Issued During the Month of November 2008

J-3 Letters of Appreciation:

- a) Letter from St. Alan's Church to Officer Andy Breidenich and the Troy Police Department Regarding Example and Assistance on Election Day
- b) Letter to Mayor Schilling from Resident Michelle Musial Applauding the City's Efforts Regarding the Recycling Program
- c) Letter of Appreciation to Chief Craft from George Barahal Regarding the Services and Treatment Received from Officer Brian Jones
- d) Letter of Thanks to Carla Vaughan from Jo Giroux Regarding the Leaf Raking Assistance
- e) Letter of Thanks to Carla Vaughan and Parks and Recreation from Emily Lambert Regarding the Leaf Raking Assistance

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

J-5 Troy Youth Assistance Board Meeting Final Minutes – October 16, 2008

J-6 Communication from City Attorney Lori Grigg Bluhm Regarding Frank Lawrence v. City of Troy

J-7 Communication from Public Works Director Timothy Richnak Regarding Community Development Block Grant Information

J-8 Communication from Parks and Recreation Director Carol Anderson Regarding 2008 Best in Aquatics Award

J-9 Submittal of the 2008 Comprehensive Annual Financial Report (CAFR)**STUDY ITEMS:**

K-1 No Study Items Submitted**PUBLIC COMMENT: Address of "K" Items**

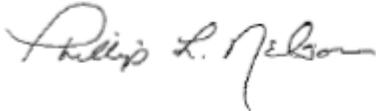
Persons interested in addressing the City Council on items, which appear on the printed Agenda, will be allowed to do so at the time the item is discussed upon recognition by the Chair in accordance with the Rules of Procedure of the City Council, Article 16, during the Public Comment section under item 18 of the agenda. Other than asking questions for the purposes of gaining insight or clarification, Council shall not interrupt or debate with members of the public during their comments. Once discussion is brought back to the Council table, persons from the audience will be permitted to speak only by invitation by Council, through the Chair. City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

CLOSED SESSION:

L-1 No Closed Session Requested

RECESSED

Respectfully submitted,



Phillip L. Nelson, City Manager

SCHEDULED CITY COUNCIL MEETINGS:

Monday, January 5, 2009	Regular City Council
Monday, January 26, 2009	Regular City Council
Monday, February 2, 2009	Regular City Council
Wednesday, February 11, 2009 (Liquor Violation Hearing)	Regular City Council
Monday, February 16, 2009	Regular City Council
Wednesday, February 18, 2009 (Liquor Violation Hearing)	Regular City Council
Monday, March 2, 2009	Regular City Council
Monday, March 23, 2009	Regular City Council
Monday, March 30, 2009	Regular City Council
Monday, April 6, 2009	Regular City Council



CITY COUNCIL ACTION REPORT

DATE: December 8, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: City Council Public Hearing – Rezoning Application – Proposed Office Building, South side of Wattles, East of Rochester Rd. (1100 and 1120 E. Wattles), Section 23 – R-1C to O-1 (File Number Z-732)

Background:

- The applicant provided a letter requesting postponement so that they can submit a conditional rezoning application.
- The Planning Commission recommended denial of the request to rezone the parcel to O-1 at the November 11, 2008 Regular meeting.
- The Master Plan proposes a Neighborhood Node at the corner of Wattles and Rochester (Neighborhood Node G). The node is described as “a careful blend of commercial uses and office uses, effectively transitioned into the adjoining residential neighborhoods”. It must be determined whether the subject parcel lies within the Neighborhood Node and consistent with the standards.
- The application is not consistent with the general character of the area and is incompatible with adjacent single family zoning districts and land uses.
- The attached Planning Commission memo outlines the issues associated with this rezoning.
- The Planning Commission recommended denial of the rezoning application because the request is incompatible with existing zoning and in conflict with the Master Plan’s conceptual idea of an economic node at this location.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

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

Policy Considerations:

- The application is not consistent with any of the “Outcome Statements” as established at the July 1 Special Council meeting.

Options:

- City Council can approve or deny the rezoning application.
- City Council can postpone the rezoning application for consideration of a conditional rezoning offered by the applicant.

Attachments:

1. Maps.
2. Minutes from the November 11, 2008 Planning Commission Regular meeting.
3. Planning Commission report dated November 5, 2008.
4. Letter from applicant.
5. Public comment.

Prepared by RBS/MFM

cc: Applicant
File /Z 732

G:\REZONING REQUESTS\Z-732 Wattles Office Complex Sec 23\CC Public Hearing 12 15 08.docx

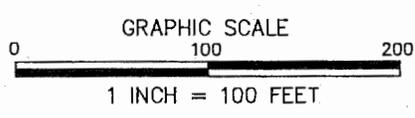
DRAFTED BY: D.K.	HOUSE #:	CITY: TROY	CUSTOMER:
CHECKED BY: JVH	STREET: WATTLES ROAD	COUNTY: OAKLAND	MODENA DEVELOPMENT

CERTIFICATE OF SURVEY

SURVEY NUMBER
03048-08
PREL.:
FINAL: 09-08-08
SCALE: 1"=200'

LEGEND:
 ○ = FOUND CAPED IRON
 ● = SET CAPED IRON
 * = SET PK
 ⊙ = FENCE POST

NOTE:
 BEARING REFERENCE TO
 NORTH LINE OF SECTION 23
 T.2N., R.11E., CITY OF TROY
 BEARING=S.89°35'18"E.

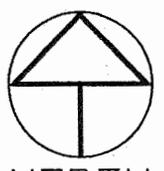


NOTE:
 FOR LEGAL DESCRIPTIONS
 SEE SHEET 2 OF 2

SHEET 1 OF 2

NOTE:
 THIS SURVEY IS SUBJECT TO ANY EASEMENT
 OF RECORD AND OTHER PERTINENT FACTS
 WHICH A TITLE SEARCH MIGHT DISCLOSE.

SURVEYORS NOTE:
 THIS SURVEY WAS COMPILED FROM SURVEY WORK
 PERFORMED IN THE YEAR 2003.

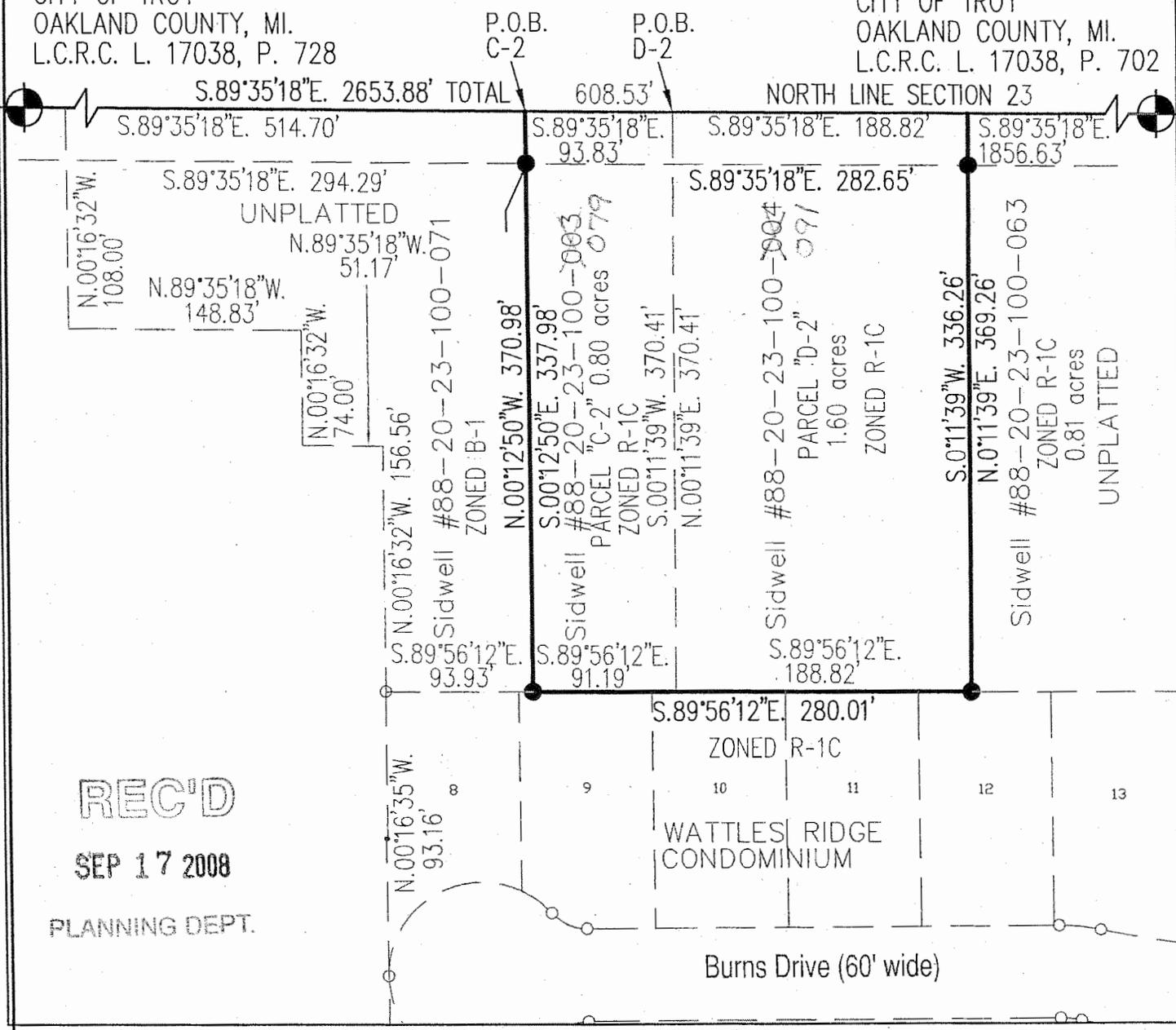


NORTH

NORTHWEST CORNER
 SEC. 23, T.2N., R.11E.,
 CITY OF TROY
 OAKLAND COUNTY, MI.
 L.C.R.C. L. 17038, P. 728

1/2 WATTLES ROAD 33' WD.

NORTH 1/4 CORNER
 SEC. 23, T.2N., R.11E.,
 CITY OF TROY
 OAKLAND COUNTY, MI.
 L.C.R.C. L. 17038, P. 702



REC'D

SEP 17 2008

PLANNING DEPT.

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, THAT THE ERROR OF CLOSURE IS NO GREATER THAN 1' IN 5000' AND THAT ALL OF THE REQUIREMENTS OF SECTION 3 OF P.A. 132 OF 1970, AS AMENDED HAVE BEEN COMPLIED WITH.

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

Certified by

James Van Havermaat

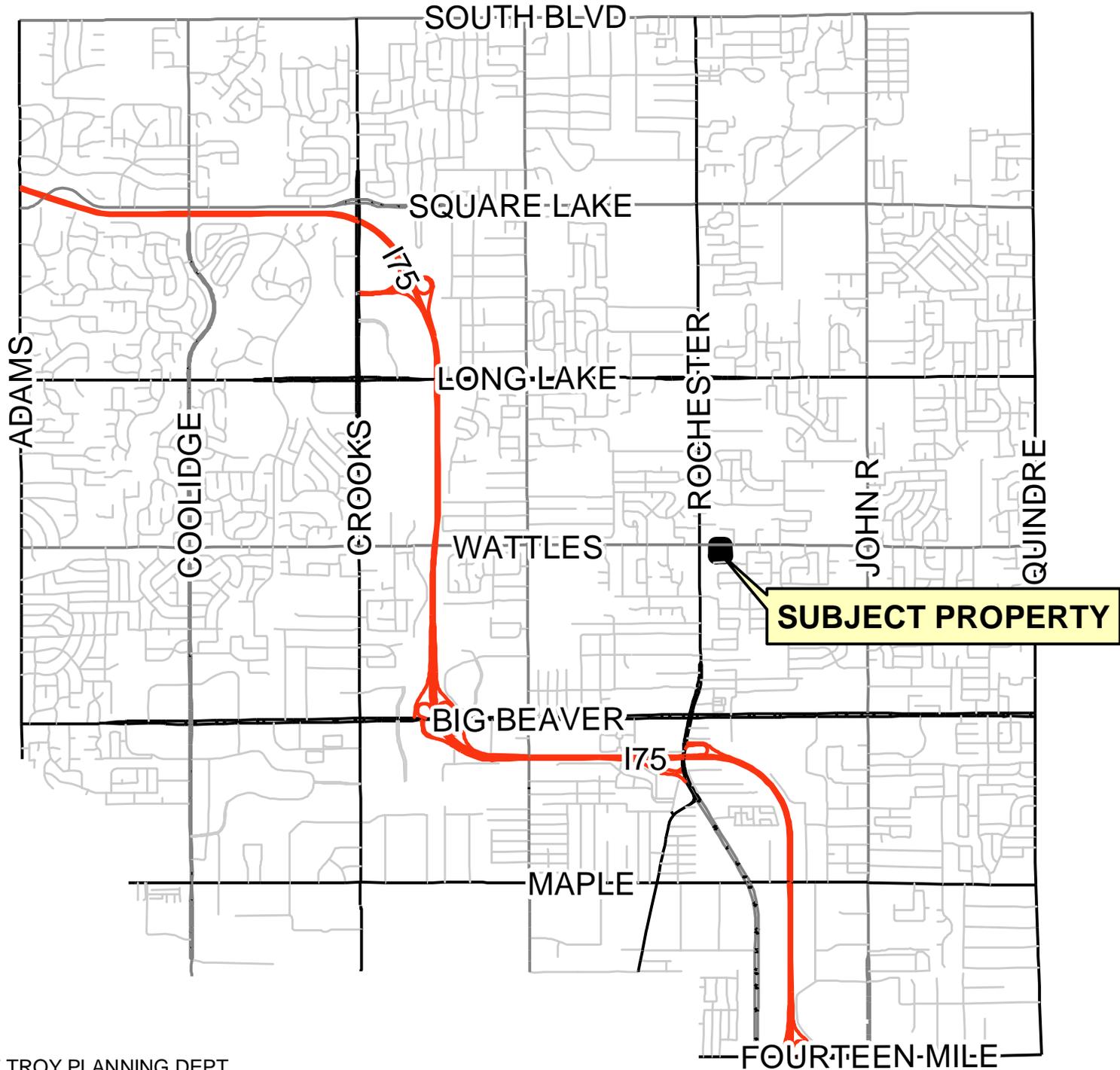
JAMES VAN HAVERMAAT P.S. #33988

ORIGINAL: 09-08-08

REVISED:



CITY OF TROY



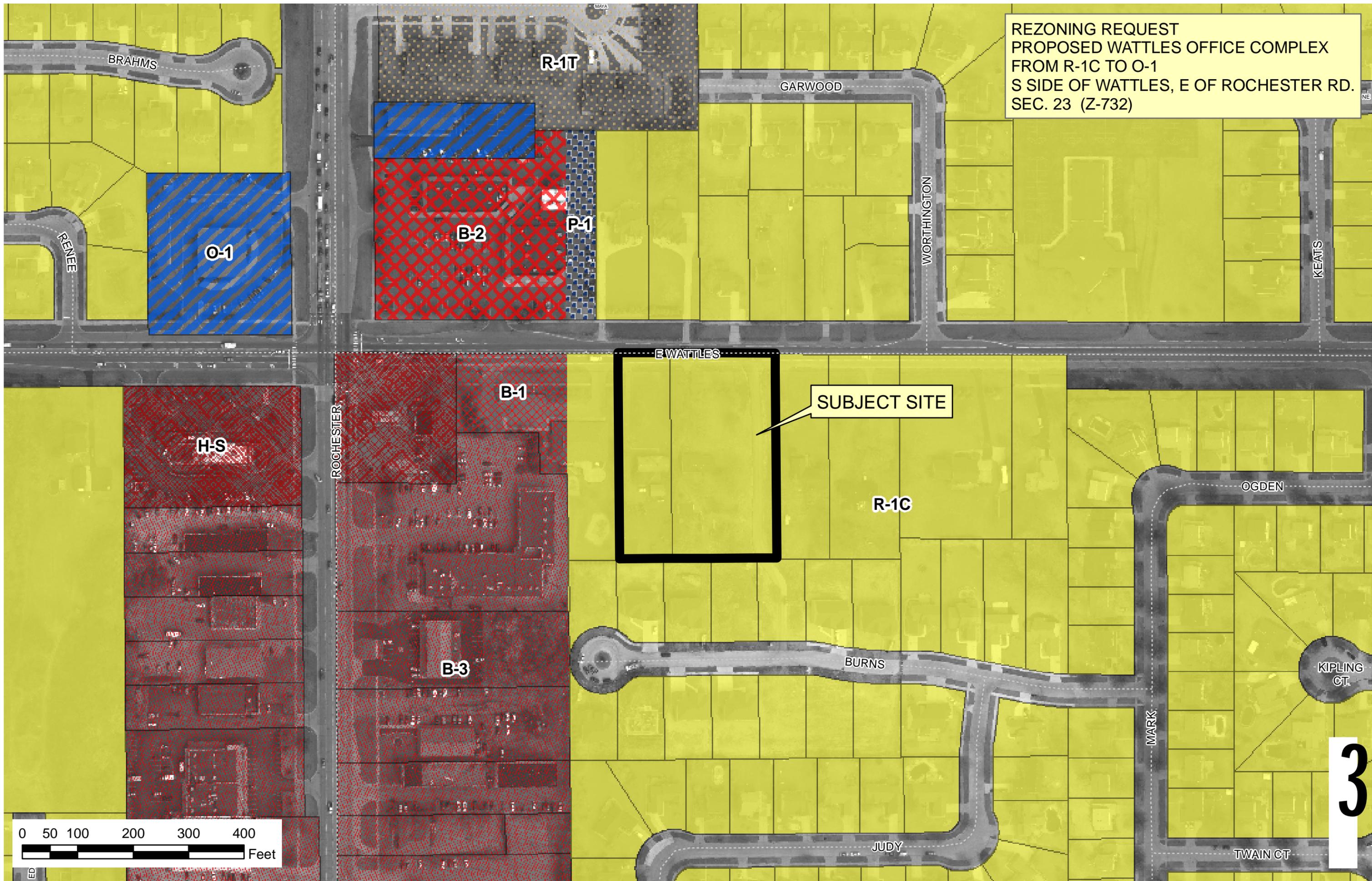
REZONING REQUEST
PROPOSED WATTLES OFFICE COMPLEX
FROM R-1C TO O-1
S SIDE OF WATTLES, E OF ROCHESTER RD.
SEC. 23 (Z-732)



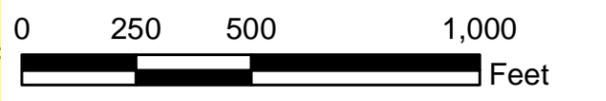
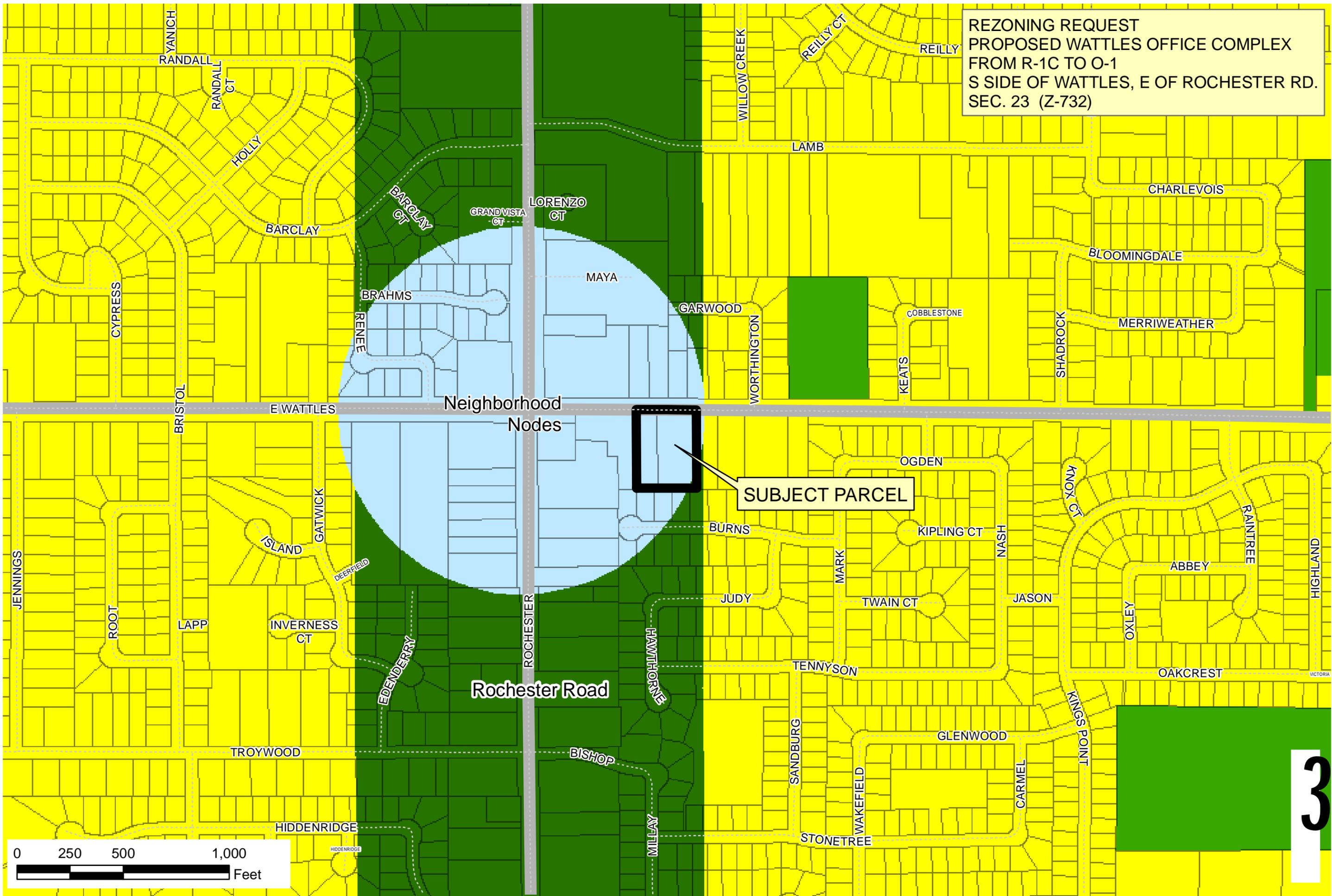
SUBJECT SITE



REZONING REQUEST
PROPOSED WATTLES OFFICE COMPLEX
FROM R-1C TO O-1
S SIDE OF WATTLES, E OF ROCHESTER RD.
SEC. 23 (Z-732)



REZONING REQUEST
PROPOSED WATTLES OFFICE COMPLEX
FROM R-1C TO O-1
S SIDE OF WATTLES, E OF ROCHESTER RD.
SEC. 23 (Z-732)



PRELIMINARY SITE PLANS

WATTLES OFFICE COMPLEX

PART OF THE N.W. 1/4 OF SECTION 23 T.2N., R. 11E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN

WATTLES OFFICE COMPLEX

CLIENT:
BRENTWOOD LAND DEVL. LLC

PROJECT LOCATION:
TROY

CITY ENGINEERS:
CITY

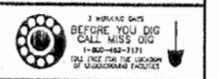
DATE:
05-23-08

SCALE:
1"=30'

PRELIMINARY SITE PLAN

GMA

Genna Mauro & Associates
Civil Engineers • Designers • Planners
4857 WOODS ROAD, SUITE 1000, TROY, MI 48063
PH: (313) 247-2660 FAX: (313) 247-2611



Drawn By: S.G.
Checked By: S.M.
Approved By: S.M.

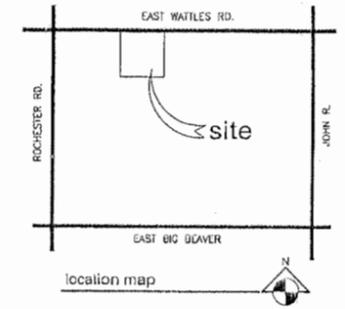
Revisions:	Date:	By:



SIMONE B. MAURO P.E. No. 30992

Job No. **08002**

Sheet No. **1** OF **1**



site data:

EXIST. ZONING: R-1C
PROP. ZONING: O-1
AREA: GROSS=2.39± ACRES
AREA: NET=2.0± ACRES

DENSITY CALCULATIONS:
ALLOWABLE= 15,000 PER ACRE
ALLOWABLE= 30,000 SQ.FT.
PROVIDED= 19,073 SQ.FT.

SETBACKS:
SIDE YARD=20'
REAR YARD=20'
FRONT YARD=30'

BUILDING INFO:
TOTAL BUILDING SQ. FT.= 20,037 SQ. FT.

PARKING REQUIREMENTS:
REQ. 1 SPACE PER 200 SQ.FT.
19,073 / 200 = 95 SPACES
PROVIDED = 106 SPACES

PARCEL C-2 LEGAL DESCRIPTION

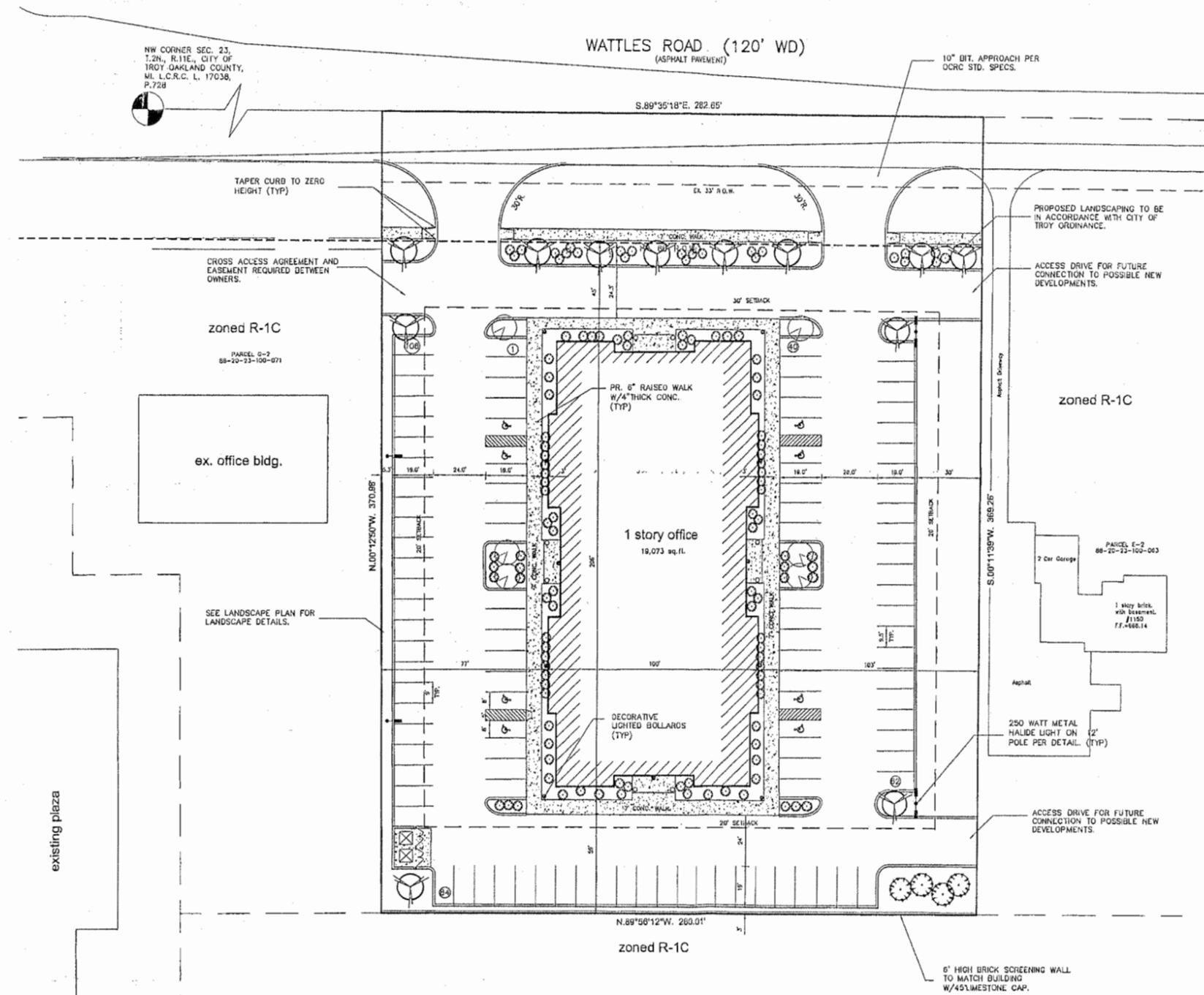
LAND IN THE CITY OF TROY, OAKLAND COUNTY, MICHIGAN T2N., R11E., SECTION 23, PART OF THE NORTHWEST 1/4 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE S.89°35'18"E. 514.70' ALONG THE NORTH LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING; CONTINUING THENCE S.89°35'18"E. 93.83' ALONG THE NORTH LINE OF SAID SECTION 23; THENCE S.00°11'39"W. 370.41'; THENCE N.89°56'12"W. 91.19'; THENCE N.00°12'50"W. 370.98' TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES OF LAND MORE OR LESS AND SUBJECT TO THE NORTH 33.00' FOR ROAD RIGHT OF WAY ALSO SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

PARCEL D-2 LEGAL DESCRIPTION

LAND IN THE CITY OF TROY, OAKLAND COUNTY, MICHIGAN T2N., R11E., SECTION 23, PART OF THE NORTHWEST 1/4 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23, THENCE S.89°35'18"E. 608.53' FT. ALONG THE NORTH LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING; CONTINUING THENCE S.89°35'18"E. 188.82' FT. THENCE S.00°11'39"W. 369.26' FT.; THENCE N.89°56'12"W. 168.82' FT.; THENCE N.00°11'39"E. 370.41' FT. TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES OF LAND MORE OR LESS AND SUBJECT TO THE NORTH 33.00' FT. FOR ROAD RIGHT OF WAY ALSO SUBJECT TO ALL EASEMENTS AND MATTERS OF RECORD.

bench marks:

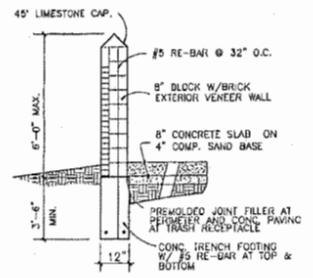
ARROW ON HYD. SOUTH SIDE OF WATTLES IN FRONT OF #1094 ELEV=688.39



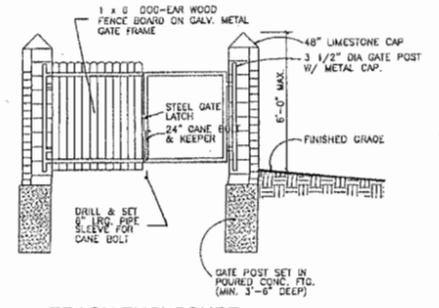
Parking Space Sign
NO SCALE

FIRE DEPARTMENT NOTES:

1. THE FIRE DEPARTMENT CONNECTION MUST BE LOCATED WITHIN ONE HUNDRED (100) FEET OR A FIRE HYDRANT AND WITHIN FIFTY (50) FEET OF A MINIMUM EIGHTEEN (18) FOOT WIDE PAVED DRIVEWAY OR STREET.
2. GAS METERS, PROPANE TANKS, OVERHEAD ELECTRICAL SERVICE, AND TRANSFORMERS MUST NOT BE LOCATED ON THE SAME SIDE OF THE BUILDING OR STRUCTURE AS THE FIRE DEPARTMENT CONNECTION UNLESS A CLEAR DISTANCE OF ONE HUNDRED FIFTY (150) FEET CAN BE MAINTAINED BETWEEN UTILITIES AND THE FIRE DEPARTMENT CONNECTION.
3. ALL DRIVE AREAS MUST BE POSTED AS FIRE LANES WITH UNIFORM SIGNS IN KEEPING WITH THE STANDARD ESTABLISHED IN THE MICHIGAN MANUAL OF THE UNIFORM TRAFFIC CONTROL DEVICES. SIGNS MUST BE ERRECTED ON BOTH SIDES OF THE FIRE LANES WITH SPACING BETWEEN SIGNS NOT TO EXCEED ONE HUNDRED (100) FEET.



TRASH ENCLOSURE SECTION
NO SCALE



TRASH ENCLOSURE DETAIL
NO SCALE

REC'D
SEP 17 2008
PLANNING DEPT.

REZONING REQUESTS

5. **PUBLIC HEARING – REZONING APPLICATION (Z 732)** – Proposed Office Building, South side of Wattles Road, East of Rochester Road (1100 and 1120 Wattles Road), Section 23, From R-1C (One Family Residential) to O-1 (Low Rise Office) District

Mr. Miller presented a summary of the Planning Department report on the proposed rezoning request. He addressed the newly adopted Master Plan as relates to neighborhood nodes, and briefly explained the charge of the Planning Commission in its interpretation of the neighborhood node in relation to the proposed rezoning request. Mr. Miller apologized that the sketches of a potential office development, provided by the applicant, were not included in the meeting packet, but indicated they were distributed to members prior to the beginning of tonight's meeting.

It is the recommendation of City Management that if the Planning Commission determines that the subject parcel lies within the neighborhood node, the applicant consider submitting a conditional rezoning application that could potentially serve as an appropriate transition between residential and non-residential uses.

Mr. Forsyth emphasized the sketch of the potential office development would not play a part in deliberation of the rezoning request.

The petitioner, Salvatore DiMercurio of Brentwood Land Development, 48705 Hayes Road, Shelby Township, was present. Stefano Mularoni was also present. Mr. DiMercurio briefly addressed the proposed site, of which a conceptual drawing was displayed. He indicated his willingness to commit to a conditional rezoning.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

A brief discussion followed relating to the interpretation of the neighborhood node, the proximity of the proposed rezoning to residential, and the application process for conditional rezoning.

Mr. Miller suggested postponement of the traditional rezoning request if it is the intent of the Planning Commission to offer the petitioner the opportunity to go forward with a conditional rezoning application.

Resolution # PC-2008-11-130

Moved by: Strat
Seconded by: Sanzica

RESOLVED, To postpone the rezoning request to deal with a conditional rezoning.

Discussion on the motion on the floor.

Chair Schultz addressed concerns with a conditional rezoning.

Vote on the motion on the floor.

Yes: Sanzica, Strat, Tagle
No: Hutson, Schultz, Ullmann
Absent: Maxwell, Vleck, Wright

MOTION FAILED**Resolution # PC-2008-11-131**

Moved by: Hutson
Seconded by: Ullmann

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1C to O-1 rezoning request, located on the south side of Wattles, east of Rochester Road, within Section 23, being approximately 2.39 acres in size, be denied, for the following reason:

1. The request is incompatible with existing zoning and in conflict with the Master Plan's conceptual idea of an economic node at this location.

Yes: Hutson, Schultz Ullmann
No: Sanzica, Strat, Tagle
Absent: Maxwell, Vleck, Wright

MOTION FAILED

Mr. Forsyth clarified that a recommendation to deny the proposed rezoning request would go forward to City Council.

DATE: November 5, 2008

TO: Planning Commission

FROM: Mark F. Miller, Planning Director
R. Brent Savidant, Principal Planner
Ronald Figlan, Planner
Paula Preston Bratto, Planner

SUBJECT: PUBLIC HEARING - REZONING APPLICATION – Proposed Office Building, South side of Wattles, East of Rochester Rd. (1100 and 1120 E. Wattles), Section 23 – R-1C to O-1 (Z-732)

GENERAL INFORMATION

Name of Owner / Applicant:

The owner and applicant is Salvatore DiMercurio of Brentwood Land Development.

Location of Subject Property:

The property is located on the south side of Wattles Road, east of Rochester Road, in Section 23.

Size of Subject Property:

The property is approximately 2.39 acres in size.

Current Use of Subject Property:

Two single family residences presently sit on the property.

Current Zoning Classification:

R-1C One Family Residential.

Proposed Zoning of Subject Parcel:

O-1 Low Rise Office.

Proposed Uses and Buildings on Subject Parcel:

The applicant proposes to develop a professional office building on the property.

Zoning Classification of Adjacent Parcels:

North: R-1C One Family Residential.

South: R-1C One Family Residential.

East: R-1C One Family Residential.

West: R-1C One Family Residential.

Current Use of Adjacent Parcels:

North: Single family residential.

South: Single family residential.

East: Single family residential.

West: Daycare center.

ANALYSIS

Range of Uses Permitted in Proposed O-1 Zoning District and Potential Build-out Scenario:

PRINCIPAL USES PERMITTED:

Office Buildings for any of the following occupations: executive, administrative; professional; accounting; writing; clerical stenographic; drafting; and sales.

Medical office, including clinics.

Banks, credit unions, savings and loan associations, and similar uses. Such uses may include drive-in facilities only as an accessory use.

Publicly owned buildings, exchanges, and public utility offices.

Other uses similar to the above uses.

USES PERMITTED SUBJECT TO SPECIAL CONDITIONS:

Uses customarily supporting or serving the Principal Uses permitted in this District, such as pharmacies or drug stores, optical services, copy services, office supplies, book stores, art galleries, or restaurants.

Data processing and computer centers, including sales support, service and maintenance of electronic data processing equipment.

Technical training uses.

USES PERMITTED SUBJECT TO SPECIAL USE APPROVAL:

Mortuary establishments.

Private service clubs, fraternal organizations and lodge halls.

Private ambulance facilities.

Utility sub-stations, transformer stations or gas regulator stations (without storage yards).

Mechanical or laboratory research involving testing and evaluation of products, or prototype or experimental product or process development.

Child care centers, nursery schools, or day nurseries (not including dormitories).

Vehicular and Non-motorized Access:

The parcel has frontage on Wattles.

Potential Storm Water and Utility Issues:

The applicant will be required to provide on-site storm water detention and all other utilities.

Natural Features and Floodplains:

The Natural Features Map indicates there are no significant natural features located on the property.

Compliance with Master Plan:

The Master Plan calls for a Neighborhood Node at the corner of Wattles and Rochester (Neighborhood Node G). The node is described as “a careful blend of commercial uses and office uses, effectively transitioned into the adjoining residential neighborhoods”. The Planning Commission must determine whether the subject parcel lies within the Neighborhood Node.

On the north side of Wattles, the eastern limits of the node seem to be defined by a strip of land zoned P-1 Vehicular Parking. On the south side of Wattles, the parcel which abuts the subject parcel to the west is used as a daycare and serves as a transitional use between the commercial district and the single-family residential area to the east. The western half of the daycare parcel is zoned B-1, the eastern half is zoned R-1C.

The depth of the subject parcel lends itself to office development. Office development is generally an appropriate transition between commercial and residential uses, provided it is designed appropriately. The applicant provided a sketch plan showing potential office development on the subject site.

Compliance with Section 24.40.13, Location Standards of the O-1 District:

Section 24.40.13 states that the O-1 District may be applied when the application of such a classification is consistent with the intent of the Master Land Use Plan and policies related thereto, and therefore involves the following types of areas:

- 24.40.13 Areas designated for commercial or other non-residential development, or higher intensity office development, when one or more of the following determinations are made:
 - A. When the adjacent area and/or the total community would be more effectively served by the application of O-1 zoning than by the application of a commercial or other non-residential zoning District of a more intense office District.

- B. When development in accordance with O-1 zoning would serve as a transitional element and would thus be more compatible with adjacent properties than would development under commercial or other office classifications.

The Planning Commission must determine whether the parcel lies within the Neighborhood Node located at the corner of Wattles and Rochester Road.

CITY MANAGEMENT RECOMMENDATION

The Master Plan calls for “a careful blend of commercial uses and office uses, effectively transitioned into the adjoining residential neighborhoods” in the Neighborhood Node at the intersection of Rochester and Wattles. The sketch provided by the applicant shows a potential office development that is not designed to serve as an appropriate transition between residential and non-residential uses. If rezoned to O-1, the applicant could develop the property as shown on the sketch plan. City Management recommends that if the Planning Commission determines that the subject parcel lies within the node, the applicant consider submitting a conditional rezoning application so that the office development can be appropriately designed as a transitional use between Wattles Road and the single family residential neighborhood to the south.

Applicant
File / Z- 732

G:\REZONING REQUESTS\Z-732 Wattles Office Complex Sec 23\PC Report Z-732 11-11-08.docx

Brentwood Land Development LLC
48705 Hayes
Shelby Township, Michigan 48315
586-566-8990

November 25, 2008

REC'D

NOV 25 2008

PLANNING DEPT.

Mr. Mark Miller and Honorable City Council
City of Troy
500 W. Big Beaver
Troy, Michigan 48084

REC'D

NOV 25 2008

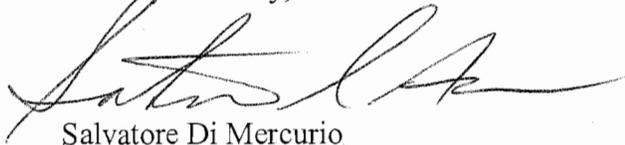
PLANNING DEPT.

RE: REQUEST TO REZONE PLANNING FILE #Z-732 WATTLES OFFICE
COMPLEX PARCEL ID #88-20-23-100-003 & -004

Dear Sirs or Madams:

At this time, we request to withdraw this item from the agenda of the public hearing on Monday December 15, 2008. We have decided to change the original concept and type of rezoning and we will resubmit at a later date.

Thank you kindly,



Salvatore Di Mercurio

Paula P Bratto

From: Steffens, Marilyn (US - Detroit) [msteffens@deloitte.com]
Sent: Tuesday, November 04, 2008 8:41 AM
To: Paula P Bratto
Subject: Z-732 Wattles Office Complex

Change in zoning of property to low rise office.

I am a resident on Burns Drive that backs up to Wattles Road near the proposed site.

I have lived in Troy since 1989 and am very disappointed in the direction the City is going with regards to development. Troy was a beautiful city with wooded areas throughout the city. Those wooded areas are continuing to be cut down with vacancies in the buildings that are being built. Why would we need another new building, albeit it would be low rise office, when there are multiple office buildings available on every main road in Troy. The City of Troy is cluttered with leasing signs which brings to mind the city of Flint. I do not want this property rezoned. My house is almost 5 years old. I made a decision to purchase my home with the understanding that there were single family areas surrounding my property. It almost seems against the law to change this zoning. In addition, there are new homes being built just behind the area in question. Those people also have purchased homes under the impression that the land surrounding their property is single family owned. What are our rights as property owners with regards to this rezoning. It seems like City Council makes the decisions, and apparently I voted in City Council members. However, it seems wrong and deceitful to those of us who made significant financial decisions based on the zoning in place at the time.

You may think that changing the zoning will bring in more business to the city of Troy. I would like to encourage the use of the already existing buildings in Troy and not the continued clearing of land for new buildings. I believe the continued building of more office and retail space is lowering the property values in Troy. That is not why I bought my house in Troy. I had plans to sell my home in the next five years and purchase another home. I'm not sure that the way Troy is going, that Troy is where I want to purchase that new home.

Thank you and please do not support the change in zoning.

Marilyn Steffens

Director
Deloitte & Touche LLP
(313) 396-3215 office
(313) 392-7669 fax
(313) 919-3215 cell
msteffens@deloitte.com
www.deloitte.com

600 Renaissance Center
Suite 900
Detroit, Michigan 48243

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Paula P Bratto

From: Glenn O'Connell [gpoconnell@sbcglobal.net]
Sent: Tuesday, November 04, 2008 5:31 PM
To: Paula P Bratto
Subject: Concerns regarding Planning File Z-732 "Wattles Office Complex" for 11/11/08 public hearing

Dear Troy Planning Commission:

My name is Glenn O'Connell and I live at 4047 Worthington Drive (north of Wattles, just east of Rochester Road). I will not be able to attend the public hearing on Planning File Z-732 "Wattles Office Complex" on 11/11/08, so I am writing to voice my concerns.

I strongly object to the plans to re-zone the properties at 1100 and 1120 Wattles road from single residential to low rise office. Those properties are within about 150 yards of my back yard, and they are completely visible from my house. I object to having another office complex and another parking lot encroach on residences to the east and north. There have several mature trees on those lots, and I object to having them removed for an office building and parking lot because I can see that area from my house. Further, I object to additional businesses in that location. The traffic hazard is significant from people turning off of Wattles into the Shell station and the day care center to the west of those properties. An additional office complex to the east would only make that hazard worse. Please do not allow those properties to be re-zoned to O-1.

Thank you for your consideration,

Glenn O'Connell



CITY COUNCIL ACTION REPORT

DATE: December 8, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: City Council Public Hearing – Rezoning Application – Proposed Maple Business Center, North side of Maple, East of Castleton (2795 and 2797 E. Maple), Section 25 – R-1E to B-1 (File Number Z-733)

Background:

- The Planning Commission recommended denial of the request to rezone the parcel to B-1 at the November 11, 2008 Regular meeting, for the following reasons:
 1. The rezoning is incompatible with single family uses and zoning districts to the north.
 2. Developing this parcel in a way that is consistent with the standards of Neighborhood Node B in the City of Troy Master Plan would be difficult due to its small size and narrow width.
 3. Rezoning this small, narrow parcel promotes poor access management.
- The Master Plan proposes Neighborhood Node B at the intersection of Maple and Dequindre. The characteristics of the node are described in the Neighborhood Node section of the Plan. Proposed uses include limited housing, service uses, or specialty retail and dining. The Master Plan proposes Single Family Residential west of the node along both sides of Maple. To determine whether the application complies with the Master Plan, the western extent of the Neighborhood Node needs to be determined.
- The application is not consistent with the general character of the area and is incompatible with adjacent single family zoning districts and land uses.
- The attached Planning Commission memo outlines the issues associated with this rezoning.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

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

Policy Considerations:

- The application is not consistent with any of the “Outcome Statements” as established at the July 1, 2008 Special Council meeting.

Options:

- City Council can approve or deny the rezoning application.
- City Council can postpone the rezoning application for consideration of a conditional rezoning offered by the applicant.

Attachments:

1. Maps.
2. Minutes from the November 11, 2008 Planning Commission Regular meeting.
3. Planning Commission report dated November 5, 2008.
4. Public comment.

Prepared by RBS/MFM

cc: Applicant
File /Z 733

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PROPOSED ZONING MAP

CARLSTON HEIGHTS SUB (L.115, P.5) LOT 29

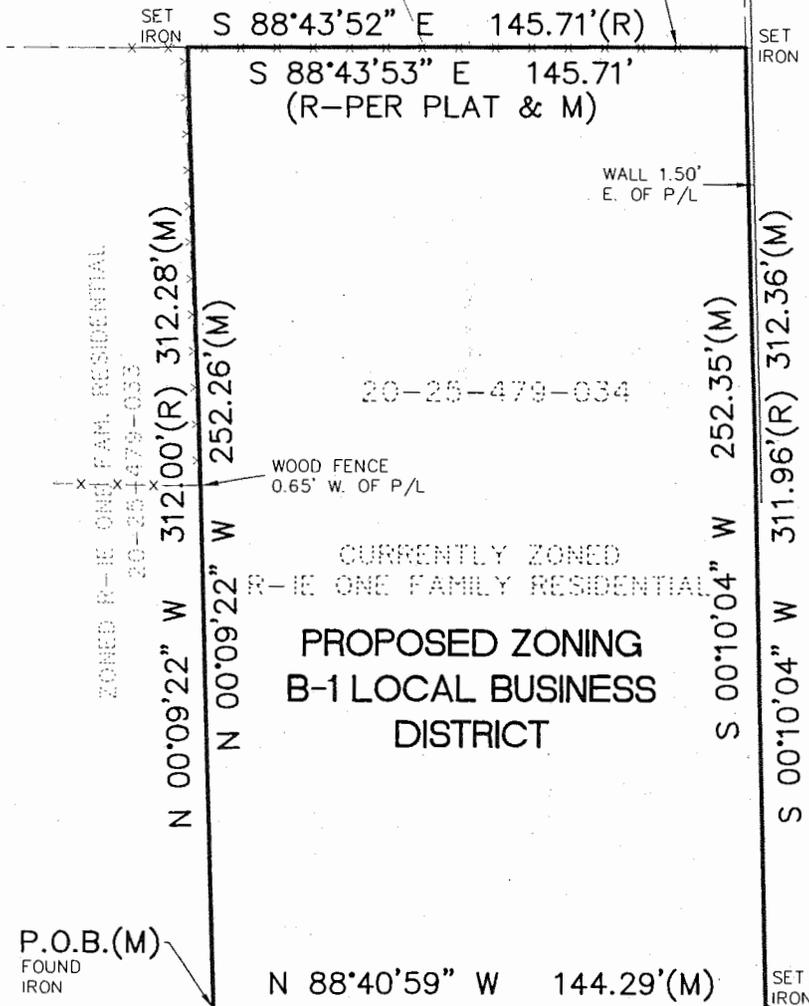
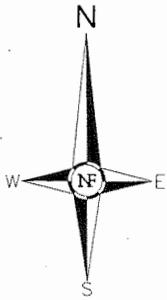
LOT 30
20-25-452-029
ZONED R-1E

20-25-452-028
ZONED R-1E

REC'D

SEP 26 2008

PLANNING DEPT.



ZONED R-1E ONE FAM. RESIDENTIAL
20-25-479-033

20-25-479-043
ZONED R-2
GENERAL BUSINESS

**PROPOSED ZONING
B-1 LOCAL BUSINESS
DISTRICT**

P.O.B.(M)
FOUND
IRON

SET
IRON

EXCEPT S. 60'
TAKEN FOR ROAD
L.9296, P.404 &
L.9333, P.239 O.C.R.

178'-39'-00" (R&M)
PER SUPERVISOR'S PLA
OF PLAINVIEW FARMS
(L.5, P.58 O.C.R.)

S. 1/4 CORNER
OF SECTION 25
T.2N., R.11E.
(FOUND MONUMENT)

S 88°43'53" E 1418.55'(R)
S 88°40'59" E 1418.69'(M)

N 88°43'53" W 143.95'(R)
N 88°40'59" W 143.95'(M)

S 88°40'59" E 177.43'(M)
N 89°58'01" E 875.60'(R&M)

S.E. CORNER
OF SECTION 25
T.2N., R.11E.
(FOUND MONUMENT)

MAPLE ROAD (120' WD.)

SURVEYOR'S CERTIFICATION

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT WE HAVE PLACED MARKER IRONS AT THE CORNERS OF THE PARCEL OR AS INDICATED IN THE ABOVE SKETCH AND THAT WE HAVE COMPLIED WITH THE SURVEY REQUIREMENTS OF PUBLIC ACT 132 OF 1970, AS AMENDED. WE FURTHER CERTIFY THE ERROR OF CLOSURE IS NO GREATER THAN 1 IN 5000.



Alex Nicolaescu
ALEX NICOLAESCU, P.S.
No. 22705

BASIS OF BEARING NOTE

THE BEARINGS FOR THIS SURVEY ARE BASED UPON THE EASTERLY & NORTHERLY LINES OF THE PLAT OF "CARLSTON HEIGHTS SUB.", AS RECORDED IN LIBER 115, PAGE 5 OF PLATS, OAKLAND COUNTY RECORDS.



GRAPHIC SCALE 1"=50'

NOTE

IF THIS SURVEY IS USED FOR THE PURPOSE OF CONVEYANCE OF TITLE, A CERTIFIED COPY OF THIS SURVEY SHALL BE RECORDED AT THE TIME OF THE CONVEYANCE WITH THE REGISTER OF DEEDS IN THE COUNTY IN WHICH THE LAND IS LOCATED.

NF NOWAK & FRAUS

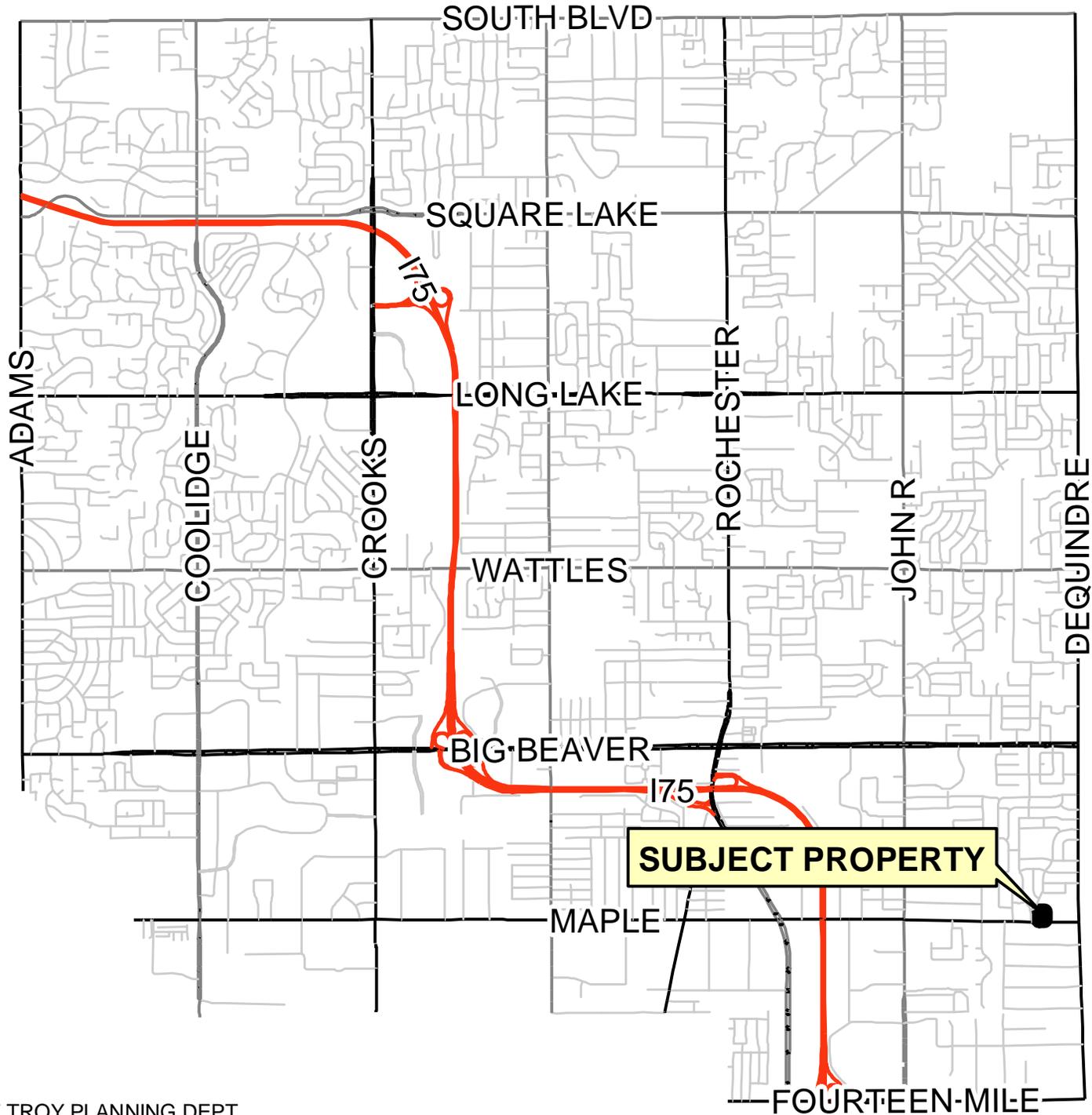
Consulting Engineers • Land Surveyors • Land Planners

1310 N. Stephenson Highway
Royal Oak, Michigan 48067-1508

Tel. (248) 399-0886
Fax. (248) 399-0805

SCALE	DATE	DRAWN	JOB No.	SHEET
1" = 50'	07-11-2008	RjF	F409	1 of 2

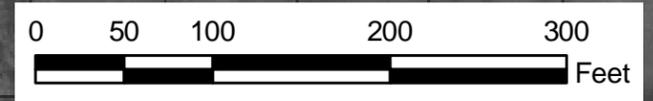
CITY OF TROY



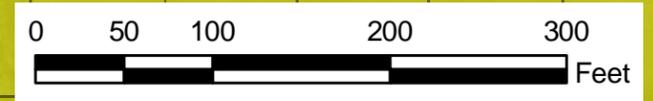
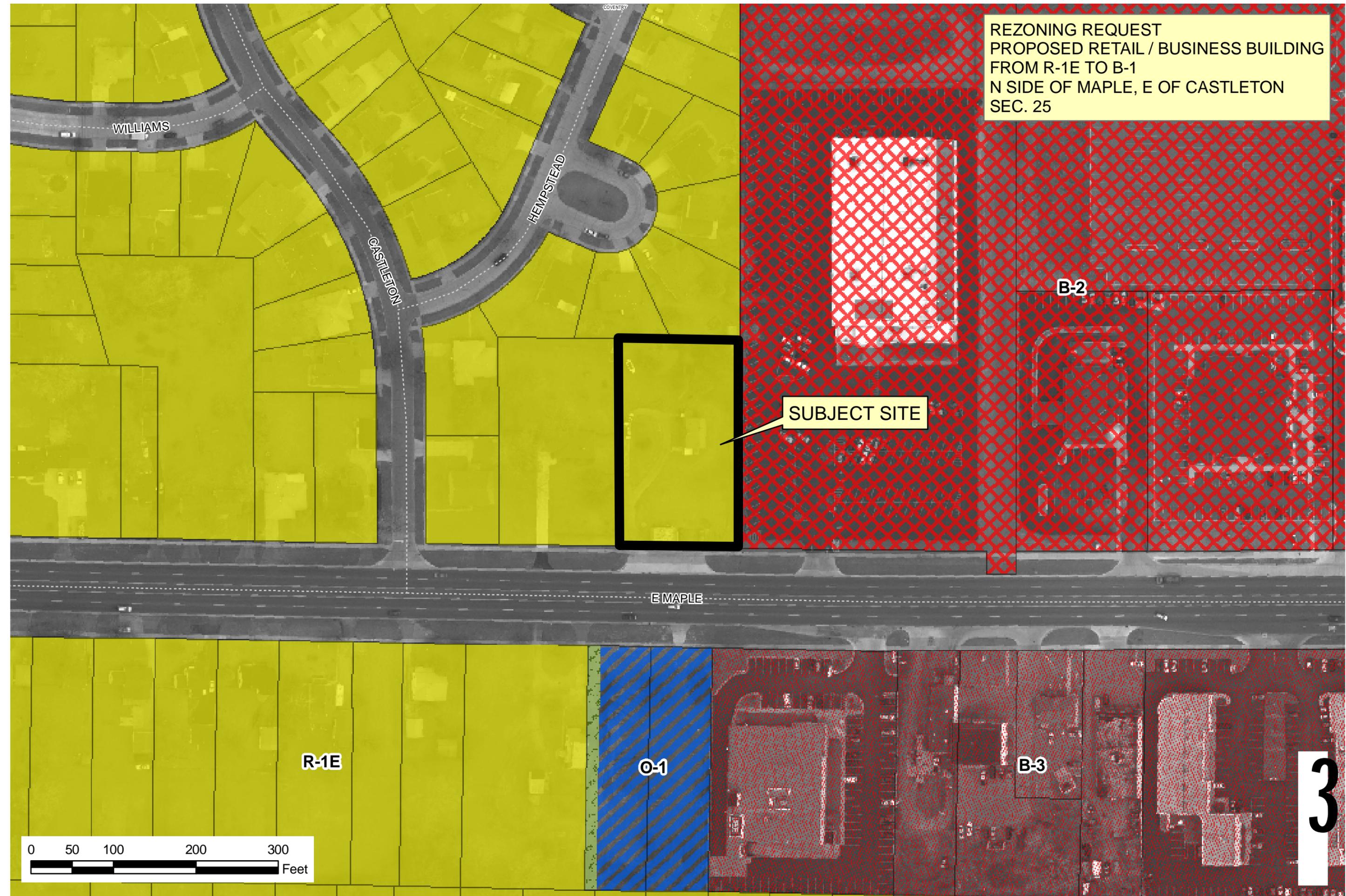
REZONING REQUEST
PROPOSED RETAIL / BUSINESS BUILDING
FROM R-1E TO B-1
N SIDE OF MAPLE, E OF CASTLETON
SEC. 25



SUBJECT SITE

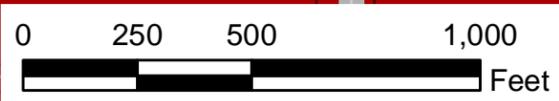
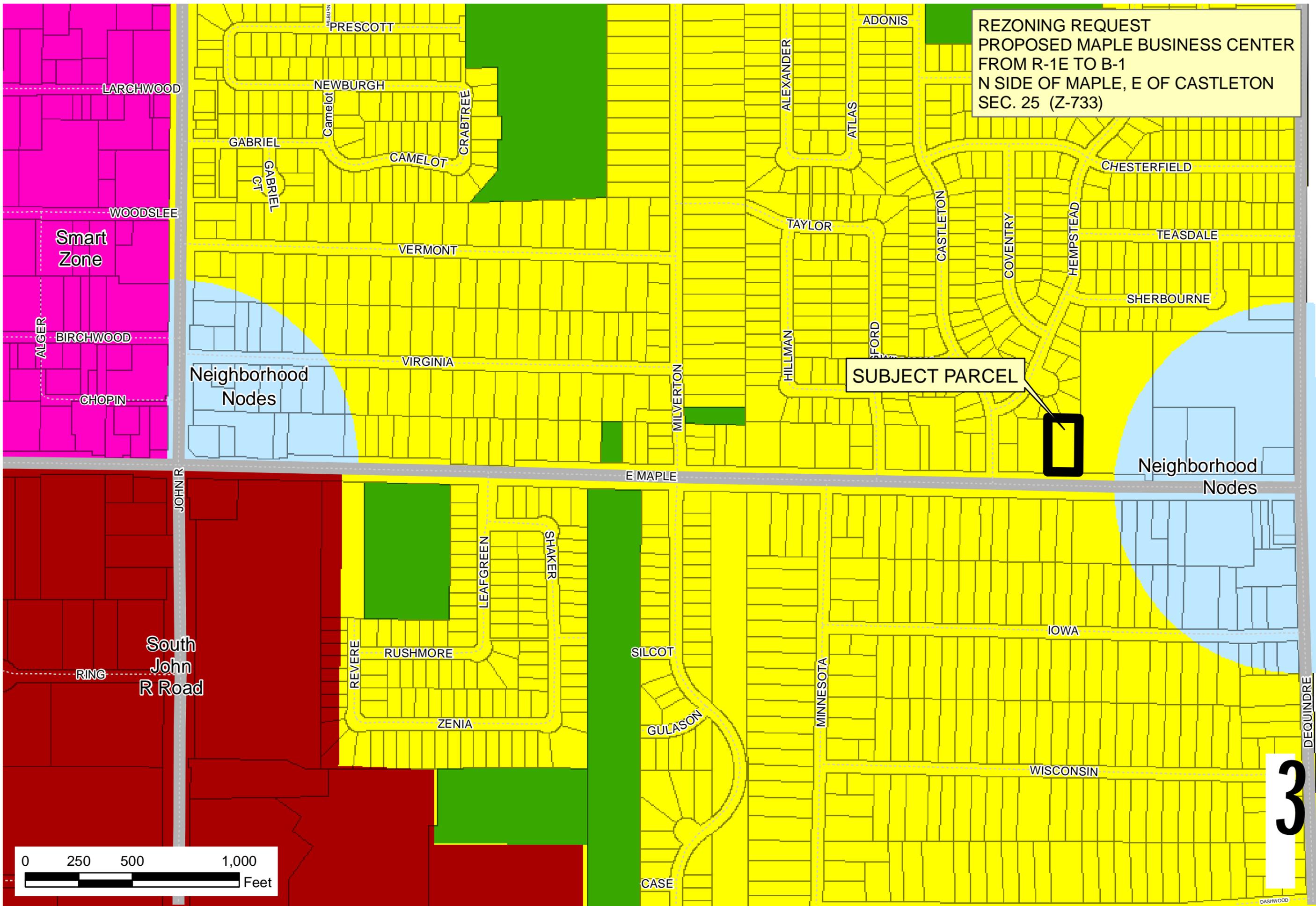


REZONING REQUEST
PROPOSED RETAIL / BUSINESS BUILDING
FROM R-1E TO B-1
N SIDE OF MAPLE, E OF CASTLETON
SEC. 25



REZONING REQUEST
PROPOSED MAPLE BUSINESS CENTER
FROM R-1E TO B-1
N SIDE OF MAPLE, E OF CASTLETON
SEC. 25 (Z-733)

SUBJECT PARCEL



3

6. PUBLIC HEARING – REZONING APPLICATION (Z 733) – Proposed Maple Business Center, North side of Maple Road, East of Castleton (2795 E. Maple Road), Section 25, From R-1E (One Family Residential) to B-1 (Local Business) District

Mr. Miller presented a summary of the Planning Department report on the proposed rezoning request. He addressed the newly adopted Master Plan as relates to neighborhood nodes and the proposed rezoning. It is the recommendation of City Management to deny the rezoning request for reasons as specified in the Planning Department report. Mr. Miller said City Management would support a conditional rezoning application if the applicant were to acquire the parcel to the west and combine it with the subject parcel.

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

Arthur Kalajian, petitioner and project architect, 1871 Austin Drive, Troy, was present. Visual boards of the potential development were displayed.

Terrey Barash, property owner, 2795 E. Maple Road, Troy, was present. Mr. Barash expressed his desire to expand his valet parking business and make site improvements.

Mr. Kalajian addressed the potential development as relates to the transition to residential, proposed site improvements and the property across the street. He indicated the adjacent property owner is not interested in selling his property.

Brother of Terrey Barash [did not sign in] addressed the conditions of the site and encouraged going forward with the site improvements.

PUBLIC HEARING OPENED

Robert Henkle of 1642 Castleton, Troy, was present. He spoke in opposition of the proposed rezoning request.

Randolph Grieser of 2775 E. Maple, Troy, was present. He spoke in opposition of the proposed rezoning request as submitted.

PUBLIC HEARING CLOSED

There was a brief discussion in which several members expressed opposition to the proposed rezoning because of its proximity to residential.

Resolution # PC-2008-11-132

Moved by: Hutson
Seconded by: Ullmann

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to B-1 rezoning request, located on the north side of Maple Road, east of Castleton, within Section 25, being approximately 0.84 acres in size, be denied, for the following reasons:

1. The rezoning is incompatible with single family uses and zoning districts to the north.
2. Developing this parcel in a way that is consistent with the standards of Neighborhood Node B in the City of Troy Master Plan would be difficult due to its small size and narrow width.
3. Rezoning this small, narrow parcel promotes poor access management.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

DATE: November 5, 2008

TO: Planning Commission

FROM: Mark F. Miller, Planning Director
R. Brent Savidant, Principal Planner
Ronald Figlan, Planner
Paula Preston Bratto, Planner

SUBJECT: PUBLIC HEARING – REZONING APPLICATION – Proposed Maple Business Center, North side of Maple, East of Castleton (2795 E. Maple), Section 25 – R-1E to B-1 (Z-733)

GENERAL INFORMATION

Name of Owner / Applicant:

The owner is Terrey Barash. The applicant is Arthur E. Kalajian of Arthur E. Kalajian & Associates, Inc.

Location of Subject Property:

The property is located on the north side of Maple Road, east of Castleton Drive in section 25.

Size of Subject Property:

The property is approximately 0.84 acres in size.

Current Use of Subject Property:

A single family residence and non-conforming commercial building presently sit on the property.

Current Zoning Classification:

R-1E One Family Residential.

Proposed Zoning of Subject Parcel:

B-1 Local Business.

Proposed Uses and Buildings on Subject Parcel:

The applicant is proposing to develop a multi-tenant retail/business building on the parcel.

Zoning Classification of Adjacent Parcels:

North: R-1E One Family Residential.

South: O-1 Low Rise Office and B-3 General Business.

East: B-2 Community Business.

West: R-1E One Family Residential.

Current Use of Adjacent Parcels:

North: Single family residential.
South: Vacant and Gordon Food Service.
East: Skateworld.
West: Single family residential.

ANALYSIS

Range of Uses Permitted in Proposed B-1 Zoning District and Potential Build-out Scenario:

PRINCIPAL USES PERMITTED:

Local retail businesses which supply commodities on the premises, for persons residing in adjacent residential areas, such as but not limited to: Groceries, meats, dairy products, baked goods or other foods dispensed for consumption off the site, hardware, drugs and pharmaceuticals.

Specialty shops such as, but not limited to: Antique shops, craft shops, and shops for the sale of gifts and notions.

Personal service establishments which perform services on the premises, such as, but not limited to: repair shops (watches, radio, television, shoe, etc.) beauty parlors and barber shops, and self-service laundries.

Dry cleaning establishments, or pick-up stations, dealing directly with the consumer.

Business establishments which perform services on the premises such as but not limited to: banks, credit unions, savings and loan associations, loan companies, insurance companies, and real estate offices.

Professional services including the following: medical clinics (out-patient only) and offices of doctors, dentists, osteopaths and similar or allied professions.

Post office and similar governmental office buildings, serving persons living in the adjacent residential area.

Other uses similar to the above uses.

Accessory structures and uses customarily incident to the above permitted uses.

USES PERMITTED SUBJECT TO SPECIAL CONDITIONS:

City and School District buildings, public utility buildings, telephone exchange buildings, electric transformer stations and substations, gas regulator stations, and water and sewage pumping stations, without storage yards.

Nursery schools, day nurseries and child care centers (not including dormitories).

Incidental Customer Seating as an accessory to food sales establishments.

Access Management:

The parcel has frontage on Maple Road.

Combining the subject parcel with the parcel to the west and developing them as one integrated development would be preferable to having two abutting smaller parcels be developed independently of each other, with adjacent entry drives placed relatively close to each other.

Potential Storm Water and Utility Issues:

The applicant will be required to provide on-site storm water detention and all other utilities.

Natural Features and Floodplains:

The Natural Features Map indicates there are no significant natural features located on the property.

Compliance with City of Troy Master Plan:

The Master Plan proposes Neighborhood Node B at the intersection of Maple and Dequindre. The characteristics of the node are described in the Neighborhood Node section of the Plan (page 93). Proposed uses include limited housing, service uses, or specialty retail and dining. The Master Plan proposes Single Family Residential west of the node along both sides of Maple. To determine whether the application complies with the Master Plan, the western extent of the Neighborhood Node needs to be determined.

A single family residence and non-conforming commercial building presently sit on the property. The commercial building is small and has limited potential for re-use.

The applicant provided a sketch showing how he intends to develop the property. The sketch shows a strip commercial building with its front face being perpendicular to Maple Road. Given the narrow width of the parcel (144 feet), a strip commercial building of this scale would need to be oriented this way to fit on the parcel. This orientation would contribute little to the Maple Road streetscape. Additionally, the long term economic viability of buildings that do not front on the street would be questionable. The applicant indicates that a similar type commercial building could be developed opposite this building in the future, if the parcel to the west were to be rezoned and redeveloped. However this may never happen.

To improve the economic viability of the parcel and improve its relationship with the Maple Road corridor, the applicant should consider acquisition of the abutting parcel to the west. This would expand the width of the parcel, improve its economic viability, and provide area for an appropriately screened parking area in front of and/or to the rear of the building.

Residential parcels abut the subject parcel to the west and north. If the property were to be rezoned, a 6-foot high zoning wall would be required along both property lines. This relationship would need to be considered during the Preliminary Site Plan Review process to ensure that impacts on these residential parcels are minimal.

Compliance with Location Standards of the B-1 District:

The B-1 Local Business Zoning District does not have Location Standards to apply to rezoning requests.

CITY MANAGEMENT RECOMMENDATION

City Management recommends denial of the rezoning application for the following reasons:

1. The rezoning is incompatible with single family uses and zoning districts to the north and west.
2. Developing this parcel in a way that is consistent with the standards of Neighborhood Node B in the City of Troy Master Plan would be difficult due to its small size and narrow width.
3. The proposed development shown on the sketch plan is “strip” development that is not economically viable.
4. Rezoning this small, narrow parcel promotes poor access management.

City Management would support a conditional rezoning application if the applicant were to acquire the parcel to the west and combine it with the subject parcel. The expanded area would provide the following:

1. Opportunities for Integrated development on one parcel.
2. Opportunities for improved access management.
3. Opportunities for appropriate buffering between residential and non-residential uses.
4. Opportunities for development that complements the Maple Road Corridor.
5. Opportunities for development that meets the standards of Neighborhood Node B of the City of Troy Master Plan.

Attachments:

1. Letter from applicant.
2. Maps.

Applicant
File / Z- 733

G:\REZONING REQUESTS\Z-733 Maple Business Center Sec 25\PC Report Z-733 11 11 08.docx

First Class Valet Inc.

2795 E. Maple Rd. Troy, MI. 48083
248-740-0900 fax 248-740-4822
e-mail : tbarash@aol.com

REC'D

SEP 26 2008

PLANNING DEPT.

July 25, 2008

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

Attn: Mark F. Miller, Planning Director

Re: *Proposed rezoning of parcel 20-25-479-034, SE 1/4 of Section 25 commonly known as 2795 and 2797 Maple Road, Troy, MI. 48083*

Subject: *Statement regarding the necessity for the rezoning request*

Dear Planning Commission:

The proposed change in zoning use will allow the expansion of my business and remain on site. As shown in my proposal, I would occupy approximately 25% of the proposed building and lease the remainder to other business service establishments and retail establishments which deal directly with customers as allowed within the proposed zoning district. The average size of tenants is anticipated to be approximately 2,000 sf. as shown within the submitted drawings and not exceeding the maximum allowed 5,000 sf.

There will be no outdoor storage or display of goods for sale on site.

I had purchased the property two years ago. My business is performing well even in this depressed economy and there is a need to expand to service the needs of my clients. I provide valet services throughout the surrounding area. The limousines for my business that remain on site are there for temporary periods throughout the day and are cleaned and serviced off premise. No maintenance to these vehicles will occur on the site.

The existing building is now too small for our current needs and the parking area is inadequate. The site is more than large enough to service my current and any foreseen future needs.

I desire to remove the unattractive conditions on my site and replace them with an attractive building with enhanced landscaping which will improve the area.

At the request of my architect, I had approached my neighbor to the west to see if he would be interested in selling his property for the creation of a possible larger development. He desires to remain where he is and is not interested in moving or selling his property at this time. If circumstances change in the future, the possibility to enlarge my project to the west can still be achieved by creating a flip side to the current proposed building and site layout.

The parking would then occur for the most part within the center of the site and the access to the site from Maple Road can be combined into one driveway.

I prefer the current scale of the project as presented due to the current economic climate and do not want to over leverage the development.

This project would allow my business to grow within the community I desire to remain in and help the surrounding area to become a more attractive environment.

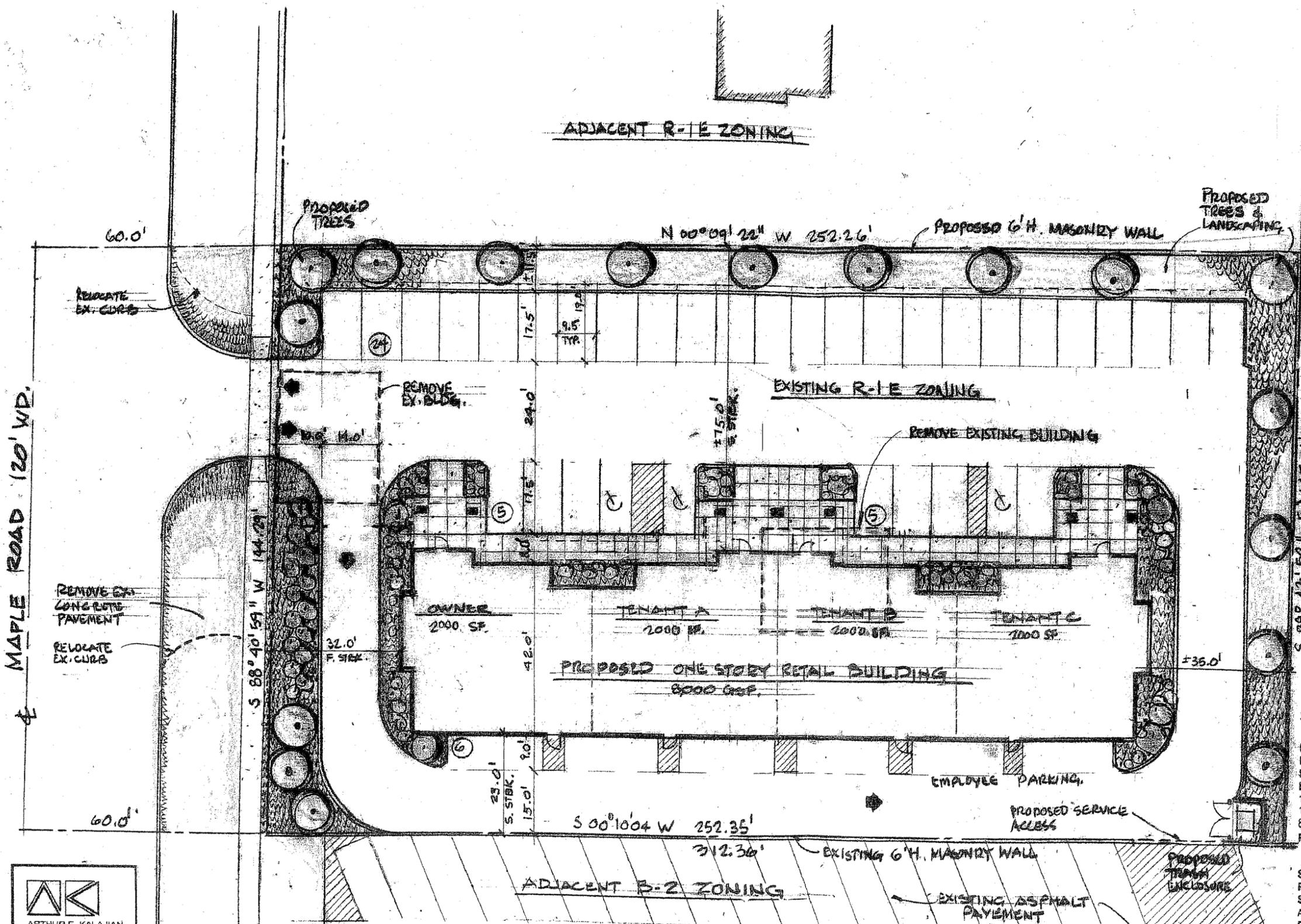
I also understand that a possible joint access drive may be required with the property to the east and am in favor to whatever the planning department desires.

I hope you will view our project in the same favorable condition.

Sincerely yours,

A handwritten signature in cursive script that reads "Terrey Barash". The signature is written in black ink and is positioned above the printed name.

Terrey Barash, Owner



Site & Building Information

Proposed Building Area : 8,000 gsf.
 Max. 1 story, 20' height
 Site Area : 36,574 nsf.
 Required Parking:
 1 for each 200 gsf. Retail
 1 for each 200 nsf. Business
 8,000 gsf / 200 = 40 car spaces
 Proposed Parking : 40 car spaces
 Includes 3 Barrier Free Accessible spaces

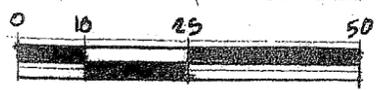
Setbacks :
 Front Required 25', Proposed 32'
 Sides Required 25', Proposed 75'
 Abutting Residential District Required 20', Proposed 35'
 Rear

Required Landscape Area:
 Excluding 10' wide frontage
 36,574 x 10% = 3,574 sf. (10%)

Proposed Landscaping :
 Front & Side yards 5,170 sf. (14%)

ARTHUR E. KALAJIAN & ASSOC. INC. ARCHITECTS
 1671 AUSTIN DRIVE TROY MICHIGAN 48063
 OFFICE: 248-524-3616 FAX: 248-524-0217
 aekal@atn@ebcglobal.net

PROPOSED SITE PLAN



Maple Business Center
 2795 E. Maple Rd. Troy, MI. 48083

7/13/08

Paula P Bratto

From: Ron C [chickro1@gmail.com]
Sent: Tuesday, November 25, 2008 6:06 PM
To: Paula P Bratto
Subject: Rezoning - 2795 & 2797 E. Maple Rd.

Dear Planning Department

Please do not change the zoning from residential to local business. The southeast corner of Troy has enough local business areas as it is. We also have plenty of vacant local business structures. Nearby examples are the closed Royal Diner (Maple E. of John R), the old video store (Big Beaver W. of Dequindre), the old Goodyear store (14 Mile E. of John R.), the old CompUSA store (John R S. of Maple) and an assortment of closed businesses along the North side of Big Beaver. (Dequindre to just east of Rochester). I'm sure know about many more.

There is no need to respont to this e-mail, nor do I expect a response.

Ron Chick
1380 Leafgreen Drive

NOTICE OF PUBLIC HEARING

The City Council of the City of Troy will hold a public hearing at 7:30 p.m. on

Monday, December 15, 2008 at City Hall, 500 W. Big Beaver, Troy, MI.

At this meeting the following item will be considered:

A Rezoning Request to rezone the following property from the R-1E (One Family Residential) to the B-1 (Local Business) zoning district.

Planning File No.:

Z-733 Maple Business Center

Parcel No.:

88-20-25-479-034

Location:

North side of Maple Rd., East of Castleton Dr., Section 25.

Property Addresses:

2795 & 2797 E. Maple Rd.

You may express your comments regarding this matter in writing by contacting the

Planning Department, 500 W. Big Beaver, Troy, MI, 48084, or by e-mail to

planning@troymi.gov

no later than 4:30 p.m. on the date of the meeting, or by

attending the Public Hearing. If you have questions you may contact the Planning

Department by e-mail or by phone at (248) 524-3364.

Robert B. Henkle
1642 Castleton Drive
Troy, MI 48083-2609

December 8, 2008

City of Troy City Council
500 W. Big Beaver
Troy, MI 48084

REC'D

DEC - 9 2008

PLAN

Re: Planning File No.: Z-733 Maple Business Center

Dear City Council Members,

Since I will be unable to attend the City Council public hearing regarding this matter I am voicing my objection to this proposed rezoning through this letter.

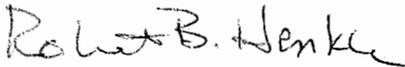
While it is true that Maple Road is a major thoroughfare and at times carries a lot of traffic this has not been a deterrent to single family development. Within the last ten years eleven single family homes have been built on Maple between Dequindre and John R and three more were built on Milverton with their side yards on Maple. At the present time none of these homes are vacant.

Directly to the west and to the north are existing occupied single family dwellings and to the east there is existing commercial and office development. It seems to me that if some use other than single family is to be made of the subject property it would be better to introduce a less intensive use as a buffer than Local Business. A half mile to the east in the City of Sterling Heights condominium units were built on a similar sized parcel of property. Because the project was so successful a second phase was built. I don't see why a similar buffer use between the existing commercial and existing residential could not be undertaken on this property.

Another alternative, albeit one that is more intensive in use, would be to rezone the property for some form of low rise office use. While this would generate more vehicular traffic than a residential use it would still, I believe, be less intrusive than a commercial use with its probability of seven day a week use. Most small office buildings that I am aware of are often not used on weekends as opposed to most commercial buildings that are generally open on Saturday and often on Sunday.

Rather than enlarge an existing non-conforming use through rezoning, I ask instead that you deny the current rezoning request and consider a more single family residential friendly zoning district to create a buffer zone if the property needs to be rezoned at all.

Sincerely,



Robert B. Henkle

Additional documents
are included with Council's agenda packets
and available for viewing at the
City Clerk's Office and the Troy Public Library



CITY COUNCIL ACTION REPORT

DATE: December 9, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: City Council Public Hearing – Concept Development Plan Approval – BBK Mixed Use Project – Northeast corner of Big Beaver and Kilmer, Section 22, Currently Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) District

Background:

- The applicant proposes a mixed-use development on the 2.553-acre parcel. The project includes 14 residential units and 19,226 gross square feet of retail. The applicant proposes sustainable elements such as a green roof system on the retail component.
- The Planning Commission recommended Concept Development Plan Approval of PUD 10 at the November 11, 2008 Regular meeting.
- Richard Carlisle of Carlisle/Wortman Associates, Inc., the City's Planning Consultant, prepared a report summarizing the project and recommending Concept Development Plan Approval.
- The proposed PUD meets the Standards for Approval of Section 35.30.00 of the City of Troy Zoning Ordinance.
- The attached report was presented to the Planning Commission at the November 11, 2008 Regular meeting.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

- City Council has the authority to act on this application.
- Concept Development Plan Approval will have the effect of rezoning the subject parcel to PUD 10.

Policy Considerations:

- The application is consistent with the following “Outcome Statements” as established at the July 1, 2008 Special Council meeting:
 - II. Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.
 - III. Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world.

Options:

- City Council can approve the application for Concept Development Plan Approval.
- City Council can approve the application for Concept Development Plan Approval with conditions.
- City Council can deny the application for Concept Development Plan Approval.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. Maps.
2. Report prepared by Carlisle/Wortman Associates, Inc., dated November 6, 2008.
3. Traffic Impact Study Review prepared by OHM, dated November 5, 2008.
4. Traffic Impact Study Review prepared by OHM, dated October 22, 2008.
5. Planning Commission Minutes from the November 11, 2008 Regular meeting.
6. BBK PUD Conceptual Development Plan.
7. PUD Development Agreement.

Prepared by RBS/MFM

cc: Applicant
Richard Carlisle/CWA
File /PUD 10

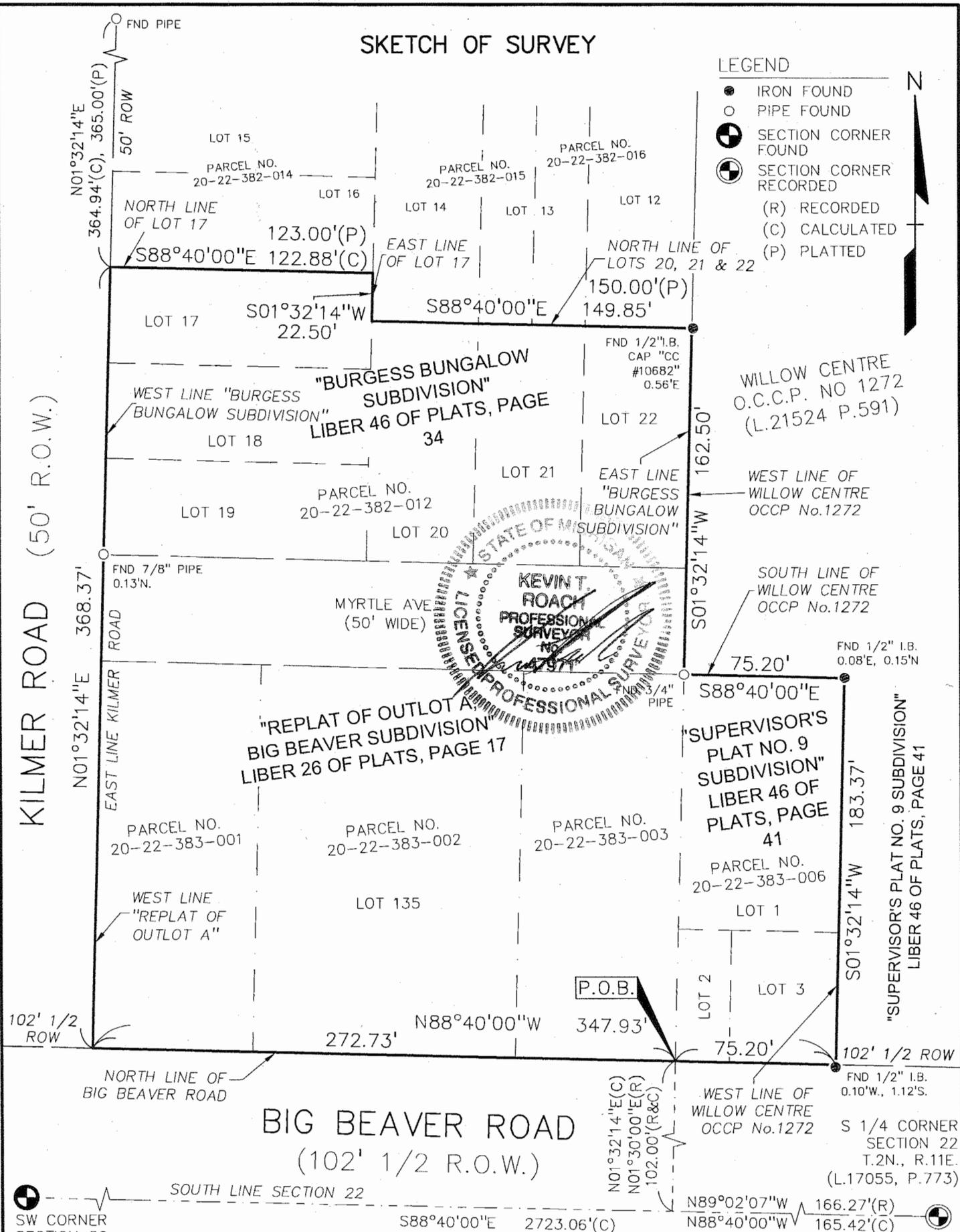
G:\PUD's\PUD 010 Big Beaver Kilmer\CC Public Hearing 12 15 08.docx

SKETCH OF SURVEY

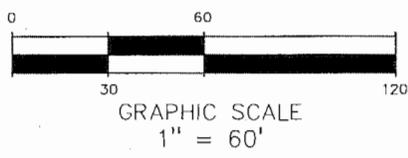
LEGEND

- IRON FOUND
- PIPE FOUND
- ⊕ SECTION CORNER FOUND
- ⊙ SECTION CORNER RECORDED
- (R) RECORDED
- (C) CALCULATED
- (P) PLATTED

N



SW CORNER SECTION 22 T.2N., R.11E. (L.17055, P.771)



PROFESSIONAL ENGINEERING ASSOCIATES
2430 Rochester Ct. Suite 100
Troy, MI 48083-1872
(248) 689-9090

CLIENT: T.H. MARSH CONSTRUCTION CO. 12725 STARK ROAD LIVONIA, MI., 48150	SCALE: 1" = 60'	JOB No: 2007101
	DATE: 5-14-08	DWG. No: 1 of 2

LEGAL DESCRIPTIONS

SKETCH OF SURVEY

TAX PARCEL NO. 20-22-383-001

THE WEST 75 FEET OF THE SOUTH 253 FEET OF LOT 135, REPLAT OF OUT LOT A OF BIG BEAVER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 26, PAGE 17 OF PLATS, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

TAX PARCEL NO. 20-22-383-002

THE EAST 123 FEET OF THE WEST 198 FEET OF THE SOUTH 253 FEET OF LOT 135, REPLAT OF OUT LOT A OF BIG BEAVER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 26, PAGE 17 OF PLATS, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

TAX PARCEL NO. 20-22-383-003

THE EAST 75 FEET OF THE SOUTH 253 FEET OF LOT 135, REPLAT OF OUT LOT A OF BIG BEAVER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 26, PAGE 17 OF PLATS, OAKLAND COUNTY RECORDS, EXCEPT THE SOUTH 69 FEET TAKEN FOR BIG BEAVER ROAD.

TAX PARCEL NO. 20-22-383-006

PART OF LOTS 1, 2 AND 3, SUPERVISORS PLAT NO 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 46, PAGE 41 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING AT POINT DISTANT N89°02'07"W, 166.27 FEET AND N01°30'00"E, 102 FEET FROM THE SOUTH 1/4 CORNER; THENCE S89°02'07"E, 75.16 FEET; THENCE N01°32'14"E, 184.49 FEET; THENCE N88°46'20"W, 75.28 FEET; THENCE S01°30'00"W, 184.83 FEET TO THE BEGINNING.

TAX PARCEL NO. 20-22-382-012

LOTS 17, 18, 19, 20, 21 AND 22, BURGESS BUNGALOW SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 46, PAGE 34 OF PLATS, OAKLAND COUNTY RECORDS.

LEGAL DESCRIPTION

(As Surveyed by Professional Engineering Associates)

OVERALL PARCEL

Part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as: Commencing at the South 1/4 Corner of said Section 22; thence along the south line of said Section 22, N88°40'00"W, 165.42 feet; thence N01°32'14"E, 102.00 feet to the North line of Big Beaver Road (102 foot half width) and the Point of Beginning; thence along said north line, N88°40'00"W, 272.73 feet to the west line of "Replat of Outlot A, Big Beaver Subdivision", as recorded in Liber 26 of Plats, Page 17; thence along said west line and the west line of "Burgess Bungalow Subdivision", as recorded in Liber 46 of Plats, Page 34, said line also being the east line of Kilmer Road (50 foot width), N01°32'14"E, 368.37 feet to the north line of Lot 17; thence along said north line S88°40'00"E, 122.88 feet to the east line of Lot 17; thence along said east line, S01°32'14"W, 22.50 feet to the north line of Lot 20; thence along the north lines of Lot 20, 21 and 22, S88°40'00"E, 149.85 feet to the east line of the aforementioned subdivision, said line also being the west line of "Willow Centre" O.C.C.P. No. 1272, as recorded in Liber 21524, Page 591; thence along said lines S01°32'14"W, 162.50 feet to the south line of said condominium; thence along said south line, S88°40'00"E, 75.20 feet to the west line of said condominium; thence along said west line, S01°32'14"W, 183.37 feet to the aforementioned north line of Big Beaver Road; thence along said north line, N88°40'00"W, 75.20 feet to the Point of Beginning. Containing 2.546 acres of land, more or less.



I, Kevin T. Roach, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is 1 part in 20,000. The seller of this property is required to record this instrument at the time of sale.

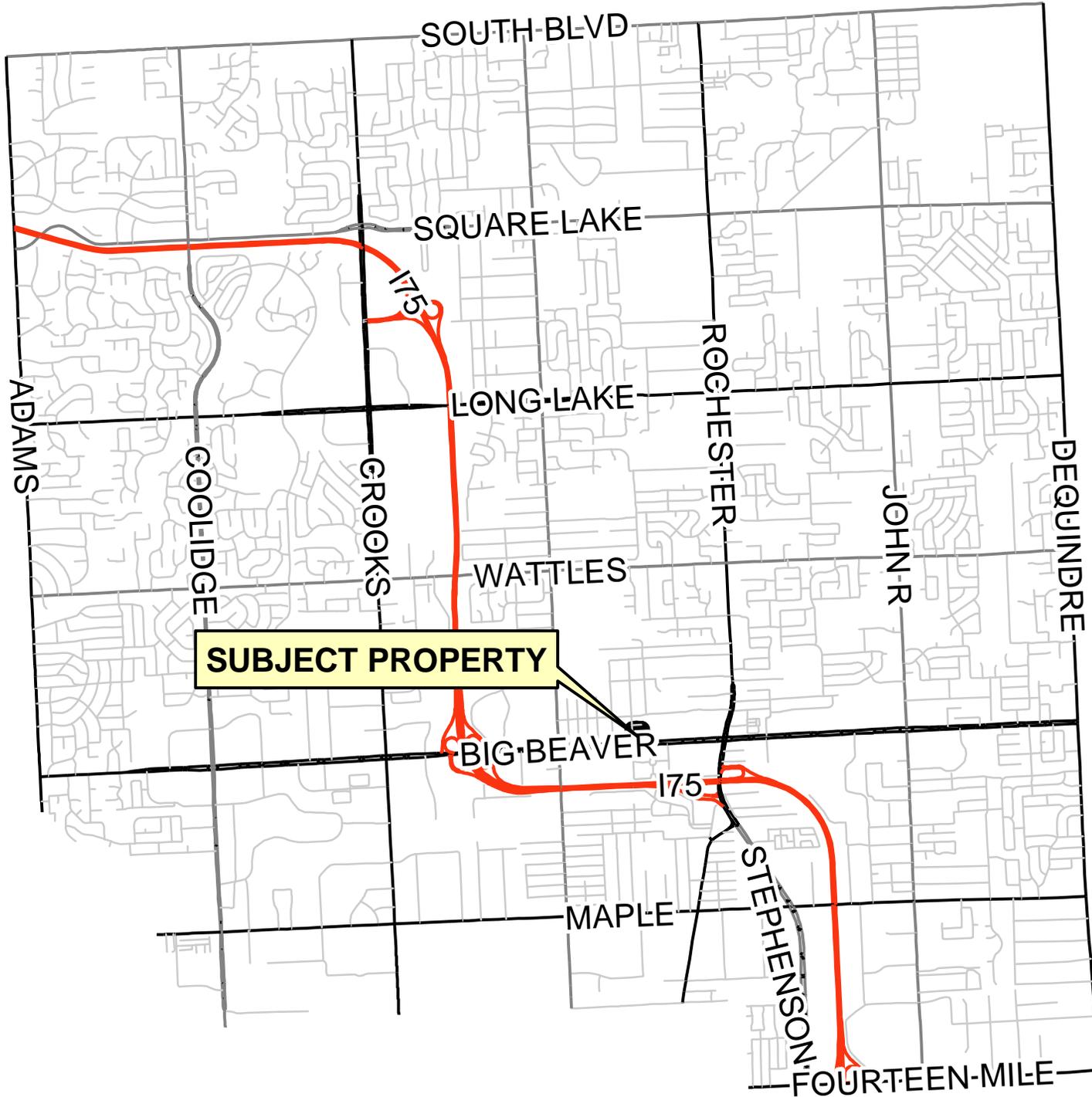
[Handwritten Signature]

Kevin T. Roach, P.S. 47971

PROFESSIONAL ENGINEERING ASSOCIATES	
2430 Rochester Ct. Suite 100 Troy, MI 48083-1872 (248) 689-9090	

CLIENT: T.H. MARSH CONSTRUCTION CO. 12725 STARK ROAD LIVONIA, MI., 48150	SCALE: 1"= 60'	JOB No: 2007101
	DATE: 5-14-08	DWG. No: 2 of 2

CITY OF TROY



PLANNED UNIT DEVELOPMENT REQUEST
PROPOSED BIG BEAVER & KILMER DEVELOPMENT
NE CORNER F BIG BEAVER & KILMER
SEC. 22 (PUD 010)



TALBOT

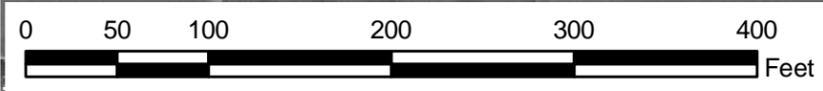
LANGSTON

KILMER

SUBJECT SITE

E BIG BEAVER

CHARTER



PLANNED UNIT DEVELOPMENT REQUEST
PROPOSED BIG BEAVER & KILMER DEVELOPMENT
NE CORNER F BIG BEAVER & KILMER
SEC. 22 (PUD 010)

R-1E

TALBOT

KILMER

LANGSTON

SUBJECT SITE

O-M

O-1

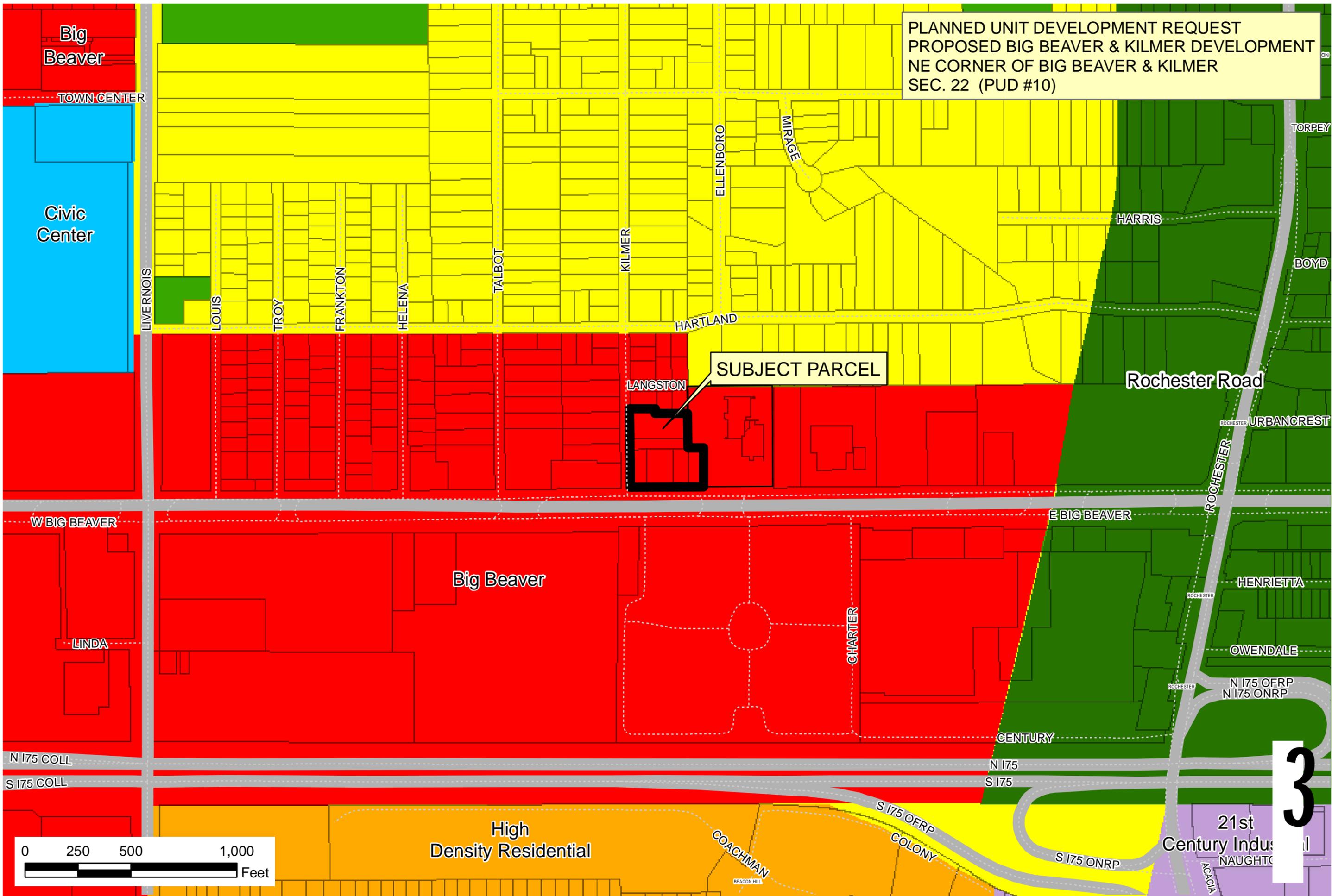
E BIG BEAVER

RM-1

CHARTER



PLANNED UNIT DEVELOPMENT REQUEST
PROPOSED BIG BEAVER & KILMER DEVELOPMENT
NE CORNER OF BIG BEAVER & KILMER
SEC. 22 (PUD #10)



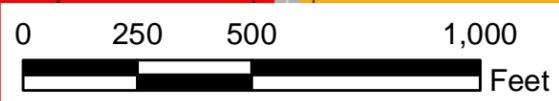
SUBJECT PARCEL

LANGSTON

Rochester Road

Big Beaver

High
Density Residential



3

21st
Century Industrial



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

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

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

Date: September 18, 2008
Rev.: October 27, 2008
Rev.: November 6, 2008

Planned Unit Development/Site Plan Review For City of Troy, Michigan

GENERAL INFORMATION

Applicant	Landus Development
Project Name:	BBK Mixed Use Development PUD
Plan Date:	November 4, 2008
Location:	Northeast corner of Kilmer Road and Big Beaver Road
Zoning:	O-1, Low Rise Office and R1-E, Single Family Residential (a small section is a current right-of-way for Myrtle Avenue)
Action Requested:	<p>Planning Commission review and recommendation to the City Council for approval of the Concept Development Plan. The procedure for review and approval of a PUD is a three-step process:</p> <ul style="list-style-type: none">• The first step is an application for and approval of a Concept Development Plan, along with a Development Agreement. The Concept Development Plan and Development Agreement are approved by the City Council following recommendation of the Planning Commission. Such action, if and when approved, shall confer upon the applicant approval of the Concept Development Plan and shall rezone the property to PUD in accordance with the terms and conditions of the Concept Development Plan approval.• The second step of the review and approval process is application for and approval of a Preliminary Development Plan (preliminary site plan) for the entire project, or for any one or more phases of the project. City Council shall have

the final authority to approve and grant Preliminary Development Plan approvals, following a recommendation by the Planning Commission.

- The third step of the review and approval process is the review and approval of a Final Development Plan (final site plan) for the entire project, or for any one or more phases of the project, and the issuance of building permits. Final Development Plans for Planned Unit Developments are submitted to the Planning Department for administrative review, and the Planning Department, with the recommendation of other appropriate City Departments, has final authority for approval of such Final Development Plans.

Required Information: Provided.

PROJECT, SITE DESCRIPTION, AND CONCEPT PLAN

We are in receipt of a revised application for a proposed Planned Unit Development (PUD) that includes 18,699 square feet of retail space in 3 buildings and 14 residential units of approximately 1,600 square feet in area. The 2.553 acre site is currently occupied by a vacant single-family home. The project is proposed in two phases, which are proposed for construction simultaneously.

We have reviewed conceptual submittals for this project on four previous occasions; the most recent review was in a letter dated October 27, 2008. Since that submittal, the applicant has met with the Planning Commission and City of Troy staff and consultants to resolve a series of remaining issues. The revisions include, but are not limited to, the following:

- The south drive on Kilmer Road has been turned into an exit only driveway.
- Outdoor seating between the retail buildings has been reconfigured and brought forward.
- All sheets have been updated to ensure consistency throughout.
- Eleven of the residential units have been revised in design to include 2-car garages, increasing the site's overall parking by 11 spaces.
- Clarification has been provided which ensures that the areas labeled "flex room" and optional office/retail spaces attached to units 11 and 12 will not be used for true public-access live/work units.
- Left turn only has been eliminated from both Kilmer driveways.
- The "chicane" south of Retail Building C has been softened to allow for improved alignment.
- The drive-through exit lane at Retail Building C has been altered to improve circulation.
- The outdoor seating near Retail Building C has been reconfigured.

The underlying zoning of the subject site would not permit the retail portion of the project or the attached residential portion of the project. The project would also require a series of deviations from the dimensional and parking requirements of the underlying zoning. Given these proposed use and dimensional deviations, the applicant has elected to pursue PUD approval for this project.

Items to be Addressed: None.

NEIGHBORING ZONING AND LAND USE

The site is made up of a collection of parcels having two different zoning classifications. The 1.47 acres facing Big Beaver Road are zoned O-1, while the 0.77 acres along the north boundary of the site are zoned R-1E. A 50-foot wide strip between these two portions of the site is reserved as right-of-way for Myrtle Avenue. The residential area to the north is zoned R-1E, while property to the west and east are zoned O-1 and a mix of O-1 and R-1E. To the south across Big Beaver Road are O-M, RM-1, and O-1 districts.

Nearby land uses include a collection of office uses, retail establishments, and single family residential.

Items to be Addressed: None

MASTER PLAN

The site is located at the northeast intersection of Big Beaver and is within the “Offices East” district of the Big Beaver Corridor Plan and is within the Big Beaver Corridor district in the Troy 2008 Master Plan.

In general, the primary focus of the Office East District with the Corridor Study is to promote general office uses along the frontage with residential uses transitioning to adjoining neighborhoods. The other key aspects of the Corridor relevant to this area include building height of 2-3 stories, locating buildings closer to the street, and encouraging pedestrianism.

The collection of uses that are proposed would be complementary to and would strengthen the overall office community in this area in that it would provide for a number of new housing types for potential workers who would like to live in a more urban situation, and would provide nearby restaurant and retail opportunities for workers.

The uses and character of Big Beaver Corridor district in the Troy 2008 Master Plan are driven by the recommendations of the Big Beaver Corridor Study and subsequent efforts of the Planning Commission to create new zoning techniques to implement those recommendations. The mixed-use nature of this project and the attention the applicant has given to pedestrian amenities, outdoor dining, innovative architectural design, interaction between the retail units and the streetscape through large glazed areas are elements specific to this project that are directly mentioned as desirable elements within the Big Beaver Corridor district in the Master Plan.

The applicant's desire to build this development to a green standard is a further example of this project's degree of compliance with the Troy 2008 Master Plan, which strongly encourages the incorporation of green design elements in new projects.

Items to be Addressed: None.

PUD STANDARDS

The PUD provisions of the Zoning Ordinance are found in article XXXV. Criteria are set forth in Section 35.30.00 for consideration of a PUD project as a PUD. The following are our comments:

Section 35.30.00, A. The proposed development shall be applied for by a person or entity that has the legal right to execute a binding agreement concerning all process on the development.

The submittal states that Landus Development, the applicant, is the owner of the property.

Section 35.30.00, B.: The applicant shall demonstrate that through the use of the PUD option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:

1. A mixture of land uses that would otherwise not be permitted without the use of the PUD provided that other objectives of this Article are also met.

The project includes a mix of uses. The existing O-1 zoning along the south portion of the site is "... designed to accommodate office uses, office sales uses, and certain basic personal services. These districts are mapped typically in major shopping center locations related to the activity of the larger establishments generating greater volumes of vehicular and pedestrian traffic." The O-1 classification would permit some service-oriented uses specifically selected to serve an office environment. The proposed general retail and potential restaurant uses would not be permitted under the O-1 classification.

The existing R-1E classification is intended to "...to be the most restrictive of the residential Districts as to use. The intent is to provide for environmentally sound areas of predominantly low-density, single family detached dwellings, through the varying of lot sizes and the development options which will accommodate a broad spectrum of house sizes and designs appealing to the widest spectrum of the population." The existing classification would not permit the compact, attached single family residential dwellings at the density proposed by the applicant.

2. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.

The proposed project does not constitute a public facility dedicated towards recreation transportation, safety or security. It does, however, integrate public spaces with outdoor cafes and water fountains that will allow users and residents of the property to gather in outdoor spaces which will enhance the health, safety, and welfare of those individuals.

3. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations.

This project includes a collection of restaurant uses, retail spaces, and an under-represented type of residential unit in Troy. This compact project with a mix of uses will allow for a higher density residential project to be served by adjacent retail uses. This is especially true given the project's walkable design, easy access, and integrated public common areas. Without the PUD option, this compact mix of compatible uses would not be possible.

4. Long term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.

The site is currently undeveloped, with the exception of an existing single family home. The site does not have rare or critical natural features. Given the proposed density and sensitive green building approach, the development would improve site conditions, especially when contrasted against the likely conditions that would occur under conventional zoning.

5. A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.

The project would improve on the existing conditions in this regard and does include small pockets of open space and landscaped areas. While it does not provide a great deal of open space, it does make effective use of the remaining open areas for stormwater management and for landscape features.

The project does include a useful pedestrian network, and allows for effective, safe pedestrian access between the residential and retail components.

6. Appropriate land use transitions between the PUD and surrounding properties.

The project would reside between the Big Beaver Road corridor and an existing single family residential area. The project includes a mix of uses which are situated so as to separate the primary retail uses along Big Beaver from the single family neighborhood, locating a collection of townhomes in the transitional area. Given the small size of this project and the proximity of the adjacent single family neighborhood, we feel this project successfully provides for an appropriate land use transition.

7. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development.

The project narrative and conceptual plan indicates that the project intends to promote

green building techniques and low impact design. The narrative indicates that designers will seek LEED Certification or “sustainable design implementation or certification.” While it is unclear what other certification the project may choose to pursue, the limited detail provided in the conceptual building elevations and floor plan drawings reveal that the applicant intends to incorporate a series of green design elements which may contribute to towards LEED certification including:

- *Energy star roofing membrane*
- *Operable clerestory windows*
- *Rooftop gardens*
- *Sun shading overhangs*
- *Bioswales*
- *“Green” paving in certain parking areas*

8. Innovative and creative site and building designs, solutions and materials.

The proposed PUD includes a compact, integrated collection of structures that maximizes the use of the property and allows for residents and visitors to access a series of goods or services within one project. The walkable character and provision of outdoor seating and decorative fountains add to the character of the site. The inclusion of contemporary townhomes in the project help to expand the housing types available in the City of Troy and will represent an alternative housing choice for new families, retirees, or homebuyers looking for entry-level or small-floor plan housing in a unique urban setting.

9. The desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces.

This project does have a strong emphasis on street activity, mixed use, and pedestrians. It is designed to create an alternative living environment and expand the scope of traditional “strip” retail. It includes a compact collection of uses with integrated public areas and extensive pedestrian amenities between the various project components.

10. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities.

Please refer to the section of this report entitled “Site Access and Circulation.”

11. For the appropriate assembly, use, redevelopment, replacement and/or improvement of existing sites that are occupied by obsolete uses and/or structures;

This project will be redeveloping what is mostly vacant with a single vacant structure. While the project does not necessarily allow for the positive redevelopment of an obsolete structure, it is appropriately using a small site along a major urban corridor.

12. A complementary variety of housing types that are in harmony with adjacent uses;
While the proposed housing is at a far greater density than the adjacent residential uses to the north, it does provide an alternative, but complementary single family attached housing product which provides an effective transition between the Big Beaver Corridor and existing residential area.

13. A reduction of the impact of a non-conformity or removal of an obsolete building or structure.
Please refer to comment #11 above.

14. A development consistent with and meeting the intent of this Article; and will promote the intent of the plan meeting the requirements of the Municipal Planning Act or the intent of any applicable corridor or sub-area plans. If conditions have changed since the plan, or any applicable corridor or sub-area plans, were adopted, the uses shall be consistent with recent development trends in the area.
As mentioned earlier, the proposed uses are not the primary target of the Master Plan or the Big Beaver Corridor Study, but the collection of uses that are proposed would be complementary to and would strengthen the overall office community in this area in that it would provide for a number of new housing types for potential workers who would like to live in a more urban situation, and would provide nearby restaurant and retail opportunities for workers.

15. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed Planned Unit Development. In determining whether these relationships have been appropriately addressed, consideration shall be given to the following:
 - A. The bulk, placement, and materials of construction of the proposed structures and other site improvements.
The site plan includes conceptual drawings of the proposed buildings, but detailed drawings that adequately describe materials of construction have not yet been provided.

 - B. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.

The project incorporates parking all around its perimeter. Two rows of parking are situated along Big Beaver Road. We support the incorporation of shared parking to reduce new surface parking and encourage infill development.

- C. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.

Typical screening measures are shown on the site plan. Dumpster pads and loading and unloading areas are integrated throughout the project in accessible but unobtrusive areas.

- D. The hours of operation of the proposed uses.

The retail and restaurant uses typically have hours running until mid to late evening. The residences would allow for activity 24 hours a day.

- E. The location, amount, type and intensity of landscaping, and other site amenities.

The submittal adequately describes the conceptual landscaping plan.

16. Parking shall be provided in order to properly serve the total range of uses within the Planned Unit Development. The sharing of parking among the various uses within a Planned Unit Development may be permitted. The applicant shall provide justification to the satisfaction of the City that the shared parking proposed is sufficient for the development and will not impair the functioning of the development, and will not have a negative effect on traffic flow within the development and/or on properties adjacent to the development.

Please refer to the section of this report entitled Parking and Loading. The project relies heavily on shared parking to meet anticipated demand.

17. Innovative methods of stormwater management that enhance water quality shall be considered in the design of the stormwater system.

As indicated earlier, the project does include bioswales and a rain garden. The inclusion of "green" pavers in the project will also reduce the rate of stormwater runoff.

18. The proposed Planned Unit Development shall be in compliance with all applicable Federal, State and local laws and ordinances, and shall coordinate with existing public facilities.

On the basis of the information provided all applicable laws and ordinances will be observed.

Items to be Addressed: None

AREA, WIDTH, HEIGHT, SETBACKS

The site plan includes a small table titled “Zoning Information” on Sheet A-101. This table provides dimensional requirements for the O-1 portion of the property, for the R1-E portion of the property, and for the right-of-way portion of the property.

Physical standards relating to matters such as building height, bulk, density, parking and setbacks will be determined based upon the specific PUD plan presented. The dimensional requirements for the underlying zoning and the proposed dimensions are as follows:

	<u>Required:</u>	<u>Provided:</u>
<i>Lot Area</i>	N/A	2.553 acres
Setbacks		
<i>Big Beaver Frontage</i>	30 feet (O-1 District)	75 feet (retail building C), 76 feet (A and B)
<i>Kilmer Frontage</i>	20 feet (O-1 portion), 25 feet (R-1E portion)	Approximately 6 feet from residential porches in R-1E portion and 10 feet from retail building A in the O-1 portion
<i>East Boundary</i>	20 feet (O-1 portion), 25 feet (R-1E portion)	Approximately 10 feet for retail building C, 0 feet for residential unit 4
<i>North Boundary</i>	25 feet (side yard setback) for the R-1E district	10 feet for residential unit 1
Building Height	Minimum of 3 stories for 80 percent of the project; setback requirements are tiered for building higher than 30 feet.	36 feet for the residential portion and 31.5 feet for the retail portion

Items to be Addressed: None.

PARKING, LOADING

The project is dependent upon a shared parking arrangement with the neighboring project. For the retail portion of the project, 42 of the provided spaces are created through shared parking. Since the last submittal, the applicant has increased the number of provided spaces by expanding 11 of the residential garages to accommodate a second car. This will reduce the demand on visitor parking for primary residents’ second vehicles.

Given that parking for the proposed project cannot be met on the site due to constraints in the site’s area, the applicant intends to utilize shared parking for the project. An agreement for the shared parking has been obtained, and has been provided. The applicant’s submittal does

provide sufficient documentation to illustrate that the proposed shared parking would not impact the adjacent office complex to the point that it would reduce the sites ability to accommodate the existing office center and Bahama Breeze restaurant.

The application reveals the following information about parking for the proposed project:

Required under conventional zoning for proposed uses:

- Phase 1: Retail. $18,685/200 = 93.4$ (94) required spaces
- Phase 2: 14 residences with 2 spaces each = 28 required spaces

Provided:

- Retail: 74 spaces provided on-site and 42 spaces provided in shared parking
- Residential: 25 garage and 16 visitor spaces, provided on-site and on-street along Kilmer Road.

The clarification that the residential units will not contain live/work style space eliminates our previous concerns over the potential for increased demand. We do suggest that the development agreement include strict provisions on the flex room and optional office/retail spaces connected to units 11 and 12 to prohibit public traffic to these units, a limitation on deliveries, or other measures meant to preempt potential parking and circulation concerns.

Items to be Addressed: Include provisions in the development agreement to prohibit public traffic to the flex spaces within the residential units and the optional spaces attached to units 11 and 12, a limitation on deliveries, or other measures meant to preempt potential parking and circulation concerns.

SITE ACCESS AND CIRCULATION

Following the last Planning Commission discussion with the applicant, City of Troy staff members and consultants met with the applicant and discussed the site circulation concerns raised by the previous OHM review and Planning Commissioners. In response to the original OHM concerns, a series of changes have been made to the site plan and OHM has issued a new letter stating that they largely support the applicant's revised plan.

In order to reduce the potential conflicts associated with the southern-most driveway on Kilmer Road, the design has been changed to an exit only driveway. This approach will permit vehicles to exit the west portion of the lot if they are unable to find a parking space or leave the development when finished with their stay. The exit only design will restrict the ability of vehicles to enter the site from Kilmer while reducing concerns over safety and circulation on site. Emergency vehicles will be able to access to site via this driveway as well.

The north driveway on Kilmer has been restored to a two way design, to ensure that visitors to the site that live north of the project can access their neighborhood without travelling back to Big Beaver Road.

The formerly abrupt chicane south of Retail Building C has been redesigned, along with the drive-through exit lanes, to enhance safety and circulation in this critical entry point to the project.

After careful review of the turning templates provided by the applicant, the Fire Department has no objection to the maneuvering lane design for the north portion of the project. Further, given that the applicant has agreed not to permit businesses within the residential units, we are no longer as concerned with access for large delivery vehicles. The turning templates suggest that in a worst-case scenario, delivery trucks could potentially access the units if necessary for moving, etc. It is our understanding that the applicant would agree to certain restrictions on large vehicles, the presence of businesses in the residential units, and other measures within the development agreement that would reduce the potential conflicts in this area of the site.

Items to be Addressed: None.

ESSENTIAL SERVICES

The application includes a summary of proposed utility connections. The applicant intends to connect the site to the existing 10 inch water main and sewer lines on Big Beaver Road and provide a loop around the site. The site plan also includes a series of stormwater management elements, including bioswale, a rain garden, roof vegetation, and underground detention systems. We defer to the City Engineer in this regard.

Items to be Addressed: Consult with City Engineer with regard to water and sewer service.

RECOMMENDATIONS

We believe the compact, integrated design and complementary mix of uses included in this project would benefit the Big Beaver Corridor and the City of Troy. The PUD option allows the City to permit a compact, higher-density project that incorporates a mix of retail and residential uses that would be highly beneficial in this office and research dominated area by providing alternative dwelling options and nearby services.

The majority of our issues raised in our previous review have been addressed by the applicant and discussions with the Planning Commission, City Staff, and consultants have resulted in alterations that continue to improve the plan. The incorporation of 11 additional spaces within the residential unit garages will significantly improve the parking situation and we support the applicant's proposed changes with regard to site circulation.

Given these positive changes and our conclusion that the project does qualify as a Planned Unit Development, we recommend that the Planning Commission recommend to the City Council that the proposed PUD concept plan be approved, conditioned on the applicant agreeing to include provisions in the development agreement to prohibit public traffic to the flex spaces within the residential units and the optional spaces attached to units 11 and 12, a limitation on deliveries, or other measures meant to preempt potential parking and circulation concerns.

CARLISLE/WORTMAN ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "R K Carlisle". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Richard K. Carlisle, PCP

225-02-2603

RKC: zb

November 5, 2008



Mr. William Huotari, PE
Deputy City Engineer
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Subject: Review of BBK Mixed-Use Development (Site Plan and Traffic Assessment Report)
OHM JN: 0128-08-0020

Dear Mr. Huotari:

Based on information provided at the October 30, 2008 Planning Department Team Meeting for the BBK Mixed-Use Development we understand that the majority of comments from our October 22, 2008 letter have been superseded by previously made agreements between City Planners and the Development Team.

Coming out of the October 30 meeting, we requested the developer to revise the following items on the site plan:

- Revise the south drive along Kilmer Road to provide for "exit only" operation.
- Revise the sharp chicane along the east-west parking aisle closest to Big Beaver Road to provide more of a gradual shift.
- Remove the "left-turn only" restriction at the drives along Kilmer Road.

These concerns have been addressed with this submittal. Please contact me if you have any questions.

Sincerely,
Orchard Hiltz & McCliment, Inc.

A handwritten signature in black ink, appearing to read "S. Loveland", is written over the typed name.

Steven M. Loveland, PE, PTOE

October 22, 2008



Mr. William Huotari, PE
Deputy City Engineer
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Subject: Review of BBK Mixed-Use Development (Site Plan and Traffic Assessment Report)
OHM JN: 0128-08-0020

Dear Mr. Huotari:

As requested, we have reviewed the BBK Mixed-Use Development traffic assessment report and site plan for traffic related issues. The following comments are offered:

Traffic Impact Assessment Review

Based on the current site plan we agree with the conclusions provided in the assessment.

- The BBK Mixed-Use development will not adversely impact traffic in the immediate area of the development.
- The proposal to share 42 parking spaces located in the Willow Centre parking lot is justified based upon the full leasing potential of the center and the full occupancy of the BBK property.

However, there are a few items that should be considered:

- The first Kilmer Road access point is proposed to be located approximately 65 feet north of Big Beaver Road. According to the Michigan Access Management Guidebook, the desirable corner clearance is 115'. This corresponds to the location of the existing driveway for the office building on the west side of Kilmer.
- From the Michigan Access Management Guidebook, the Guideline for Unsignalized Driveway Spacing (Table 3-5) indicates a value of 350' for a 45 mph road. The proposed driveway spacing is 290' and 190' between driveway and Kilmer Road.
- The report indicates that the site will generate less than 100 peak hour trips, while trip generation calculations indicate otherwise.
- The document indicates that a background growth rate would not be appropriate, but later states that a 1.6% growth rate was applied. The figures do not apply the 1.6% growth rate.

With revisions to site layout, including number and location of driveways, the traffic assessment document will need to be revised.

Site Plan Review

The proposed site plan has a number of inconsistencies with the *Big Beaver Corridor Study*.

- This site is located in the "Office East" portion of the corridor, with the intended building use of office and residential. The site plan proposes retail and residential.
- The Driveway Access section of the Corridor Study notes existing problems in the vicinity of this site. The problems include too many driveways, need for east-west cross access, and driveways too close to intersections. This site will add to these problems with the addition of another improperly spaced drive along Big Beaver Road and the driveway to Kilmer Road spaced too closely to Big Beaver Road.

The following comments are provided regarding the site layout:

- We recommend eliminating the proposed driveway along Big Beaver Road. Cross access to the existing driveway along Big Beaver Road plus the driveways along Kilmer Road provide more than adequate access to the site.
- Further, if the site is redesigned we would recommend only providing one driveway along Kilmer Road that would align with the existing driveway along the west side of Kilmer Road. Vehicles entering this drive could access both the residential and retail portions of the site.
- The proposed left-turn only exits at both drives along Kilmer Road will be very hard to enforce and the turn restrictions should be removed from the plan. If there is a potential for citizens from the neighborhood to the north to patronize the retail portions of this site, then right turns should not be prohibited. In restricting right-turns, traffic will unnecessarily have to enter Big Beaver Road to access northbound Kilmer Road.
- The east-west parking aisle closest to Big Beaver Road should be directly aligned with the Willow Centre parking aisle, and avoid the sharp chicane or shift in alignment that draws it closer to Big Beaver. Otherwise, the drive-thru exit from Retail "C" and the parking aisle curves will need to be revised. The current configuration provides for unsafe driving conditions due to the sharp curves transitioning between alignments and the location of the drive-thru exit relative to the curves. At a minimum, the left-turn only exit from the drive-thru should be further channelized to help drivers make the left-turn. Also, the curb line at the drive-thru exit will need to be shaved back to provide a more gradual shift along the parking aisle than accomplished with the curves currently shown.

Please contact me if you have any questions regarding our findings.

Sincerely,
Orchard Hiltz & McCliment, Inc.



Steven M. Loveland, PE, PTOE

PLANNED UNIT DEVELOPMENT

12. **PLANNED UNIT DEVELOPMENT (PUD 10)** – Proposed Big Beaver and Kilmer Planned Unit Development, Northeast Corner of Big Beaver and Kilmer, Section 22, Currently Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) Districts

Zak Branigan of Carlisle Wortman Associates reported on the recent revisions of the proposed PUD development. It is their recommendation that the Planning Commission recommends to the City Council that the proposed PUD Concept Development Plan be approved, conditioned on the applicant agreeing to include provisions in the development agreement to prohibit public traffic to the flex spaces within the residential units and the optional spaces attached to units 11 and 12, a limitation on deliveries, or other measures meant to preempt potential parking and circulation concerns.

The petitioner, Ryan Marsh of Landus Development, 32121 Woodward Avenue, Royal Oak, was present. Mr. Marsh addressed the neighborhood support, executed lease and viability of the project. He asked the Commission's support and recommendation of the proposed Concept Development Plan.

There was brief discussion relating to deceleration lane, traffic management, storm water management and landscaping.

Chair Schultz opened the floor for public comment.

There was no one present who wished to speak.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-136

Moved by: Tagle
Seconded by: Strat

WHEREAS, The Planning Commission reviewed a Concept Development Plan for a Planned Unit Development, pursuant to Article 35.50.01, as requested by Landus Development for the BBK Mixed-Use Development Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, located in Section 22, within the O-1 and R-1E zoning districts, being approximately 2.546 acres in size; and

WHEREAS, The City's Planning Consultant Richard Carlisle of Carlisle/Wortman Associates, Inc. prepared a memorandum dated November 6, 2008 that recommends Concept Development Plan approval of BBK Mixed-Use Development Planned Unit Development; and

WHEREAS, The proposed PUD meets the Standards for Approval set forth in Article 35.30.00; and

BE IT FINALLY RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval for BBK Mixed-Use Development Planned Unit Development be granted.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

KILMER PLAZA

STATE OF MICHIGAN / COUNTY OF OAKLAND

CITY OF TROY

DEVELOPMENT AGREEMENT

FOR

“KILMER PLAZA”

PLANNED UNIT DEVELOPMENT

This Development Agreement (“Agreement”), dated December __, 2008, is entered into by and between MARSH BBK-TROY, LLC, a Michigan limited liability company, the address of which is 300 Balmoral Centre, 32121 Woodward Avenue, Royal Oak, Michigan 48073, referred to herein as the “Developer”, and the CITY OF TROY, a Michigan municipal corporation, having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 (“City”).

RECITALS:

A. Developer is the owner of certain real property located in the City of Troy, County of Oakland, State of Michigan, consisting of 2 parcels and containing approximately 2.55 acres, as more particularly described on Exhibit “A” attached hereto (the “Property”). Developer also has an easement interest in the adjoining Willow Centre Complex, which is further described in Article II of this agreement.

B. Developer has petitioned for an amendment to the City's Zoning Ordinance granting a rezoning of the Property to Planned Unit Development ("PUD"), the Development to be known as "Kilmer Plaza", sometimes also referred to herein as the "Development" or the "Planned Unit Development". Developer has received Conceptual Development Plan Approval from City Council for the rezoning of the Property to PUD as required by Article XXXV of the City's Zoning Ordinance, and approval of a Conceptual Site Plan, a copy of which is hereto attached as Exhibit B.

C. In connection with the grant of rezoning of the Property to PUD, Section 35.80.00 of the City's Zoning Ordinance requires the submission of a Planned Unit Development Agreement executed by the Developer which incorporates conceptual site plans, conceptual landscaping plans and other documents enumerated as PUD Documents, as defined below, and which requires approval by City Council of those documents as part of the grant of rezoning of the Property to PUD. As part of Conceptual Development Plan approval, Developer has offered and agreed to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Development will be capable of accommodating increased services and facility loads caused by the Development, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Property in a socially and economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, et. seq. and Chapter 39, Article XXXV of the City of Troy Zoning Ordinance.

D. For the purpose of confirming the rights, obligations and restrictions in connection with the development to be undertaken on the Property, once City Council has enacted an Amendment to the Zoning Ordinance rezoning the Property to the Planned Unit Development and approved this Agreement, the effective date of the rezoning and this Agreement shall be the date on which City Council approves this Agreement. After the agreement granting rezoning is effective, the Planning Director shall take what actions are necessary to correct the Zoning Map to show the rezoning of the property and as of the effective date, this Agreement shall be binding upon the City, the Developer, the owners of any portion of the Property including condominium units, if applicable; and tenants within the Development; and all the association(s) established, and all successors and assigns and shall run with the land.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Property to "Kilmer Plaza" Planned Unit Development, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement including all PUD Documents, whether conceptual, preliminary or final, shall run with the land. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's successors and assigns. Any reference to owners, property owners, or associations or condominiums shall include their successors and assigns. It is the intent of the City and Developer to put all future owners of the Property or parties in interest on notice of the rights,

obligations and restrictions contained herein by recording this Agreement with the Oakland County Register of Deeds. Any termination of an ownership interest shall not nullify or void this Agreement. The terms and conditions of this Agreement shall be considered “Deed Restrictions” voluntarily entered into and binding upon all Developers and any successors or assigns of the Property.

1.2 The Project shall be developed and improved in accordance with the following, which shall be referred to herein as the “PUD Documents”:

A. Chapter 39, ARTICLE XXXV of the City’s Zoning Ordinance, and amendments, if any.

B. This PUD Agreement.

C. The Conceptual Development Plan (referred to as, CDP, bound in a three ring binder and date stamped “Received” by the City of Troy Planning Department on December 9, 2008).

D. The following full-sized plans, date stamped “Received” by the City of Troy Planning Department on November 21, 2008:

Sheet A-101	Architectural/Composite Plan – Proposed New Work
Sheet C-1	Boundary and Topographical Survey
Sheet C-2	Preliminary Site Plan
Sheet C-4	Preliminary Utility Plan
Sheet C-5	Preliminary Truck Access Plan
Sheet L-1	Preliminary Landscape Plan
Sheet L-2	Preliminary Landscape Plan
Sheet L-3	Landscape Plan-Bio Swales
Sheet L-4	Landscape Details
Sheet L-5	Landscape Specifications
Sheet L-6	Landscape Specifications

E. The resolution in the official minutes of the meeting at which the City Council approved the Planned Unit Development, including any and all conditions of the approval contained therein.

F. An Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale of any portion of the Project, containing the legal description of the entire Property; specifying the date of approval of the Planned United Development rezoning, and declaring that all future development of the Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Planned United Development.

G. The Preliminary Development Plan (PDP), when it is approved by City Council.

1.3 Upon City Council approval, the PUD Documents shall be considered as an ordinance amendment, granting Kilmer Plaza Planned Unit Development reclassifying the zoning of the Property to PUD. The approved PUD Documents constitute the land use authorization for the

Property, and all use and improvement of the Property shall be in substantial conformity the PUD Documents referenced herein.

ARTICLE II

DEVELOPER’S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

2.1 Developer shall have the right to develop and use the Property in accordance with the PUD Documents and Chapter 39, Article XXXV of the City’s Zoning Ordinance in effect at the time of the Conceptual PUD Approval. Any changes to the CDP, PDP, and Final Development Plan (FDP), PUD Site Plan or the Final Site Plan shall be approved in accordance with the City’s Zoning Ordinance; provided, however, that minor modifications resulting from engineering considerations or site conditions may be approved by the Planning Director .

2.2 “Kilmer Plaza” is being proposed to be developed utilizing the City of Troy’s Planned Unit Development (PUD) Ordinance for a mixed-use commercial, retail and residential development. The Development will enable the redevelopment of the under-utilized two (2) parcels of land and a section of abandoned right of way located on the corner of Big Beaver and Kilmer Roads. The Development will provide the residents of the City of Troy with a mixed-use development with new commercial, retail, and residential opportunities. The public benefit provided by Developer includes the demolition or removal of a vacant one story duplex, and the assemblage of properties to create a consistent development that provides a logical transition with the surrounding properties. The Development promotes and is consistent with the redevelopment goals of the Big Beaver Corridor Study, which has been incorporated in the City’s recently adopted Master Plan. The objectives of the CDP provide a higher quality of development than could be achieved under conventional zoning. The façade design and pedestrian amenities exceed City of Troy Ordinance requirements and accomplish safe and efficient site circulation connectivity.

2.3 The Property contains one (1) structure, a vacant one story duplex, which the Developer shall demolish or move. The City will grant any permits required for demolition, as long as said demolition meets City’s requirements Developer shall comply with all State statutes, City ordinances, and City Development Standards regarding demolition.

2.4 The uses permitted at Kilmer Plaza are depicted on the CDP recommended for approval by Planning Commission on November 11, 2008, and approved by City Council on _____, 2008, prepared by Niagara Murano Architecture and date stamped “Received” by the City of Troy Planning Department on December 9, 2008. The uses permitted under the CDP are also uses permitted in the B-2 and RM-1 zoning districts, of the City of Troy Zoning Ordinance. However, no commercial, office, or other non residential uses shall be allowed within the areas designated for residential uses.

Developer shall be permitted to develop the retail and residential uses for the Property in two different components. Although the retail component is also identified as Phase 1, and the residential component as Phase 2 in the PUD Documents, Kilmer PUD is not being developed in phases as that term is commonly understood. Instead, Developer shall be allowed to develop the retail component first, and the residential component next, as sales occur, provided however, Developer installs or constructs the landscaping amenities and other public improvements for the entire Property prior to or simultaneously with the building of the retail component, and as further set forth in this

Agreement. The retail component shall include the following three (3) structures: a 9,607 gross square feet retail building identified on the submitted plans as Building A, a 7,202 gross square feet building identified on the submitted plans as Building B, and a 1800 gross square feet stand alone drive thru fast food style restaurant, identified as Building C. Developer agrees to completely build the retail component by constructing Buildings A, B, and C together and simultaneously. The residential component shall consist of four (4) 3-story buildings, comprised of up to fourteen (14) total residential units on the north portion of the Property. The estimated time of completion for the retail component is October 2009, and the estimated time of completion for the residential component is October 2011; provided, however, the Parties hereby acknowledge such times for completion are merely estimates and in no event shall Developer be in default of this Agreement for failure to complete either component of the development prior to such estimated date of completion.

2.5 List of Conditions Offered in Exchange for PUD Consideration.

A. Developer or its successors or its assigns shall cause to be installed landscaping and an irrigation system on the Property in accordance with the Landscaping Plans as set forth in sheets L1 through L6. The landscape features include, but is not limited to: berms, trees, hedges, a manicured greenspace, rain-gardens, bioswales, open space, site features including fountains and sculptures, a six (6) foot decorative masonry wall and walkable common areas. Developer shall cause to install substantially all of the landscaping as depicted on sheets L1 through L6 for the entire property (retail and residential components inclusive) prior to or simultaneously with the construction of the retail component. At a minimum, Developer shall install the complete landscaping for the retail component, and perimeter landscaping for the remainder of the residential component, including construction of the six (6) foot masonry wall and installation of landscaping features on the three adjoining residential properties to the north of the proposed Kilmer PUD, and as depicted in sheet L-2. Prior to PDP approval, Developer shall deliver to the City, to be reviewed and approved by the City Attorney, executed perpetual easement agreements by and between the Developer and the three adjoining residential property owners, which easements shall allow Developer and or Developer's Successors and Assigns to install and maintain the landscape amenities depicted in sheet L-2 on the adjoining residential properties.

B. Developer shall design the retail component incorporating sustainable design techniques, acceptable to the City, and after review by a LEED Accredited Professional on behalf of the City, which achieve the intent of those originally referred to in the CDP, including at a minimum:

- 1) Energy star roofing membrane (or other technique to reduce heat island effect, such as, but not limited to, a vegetated roof or other roofing product with a Solar Reflectance Index [SRI] rating of 78 or higher if designed at less than a 2:12 grade);
- 2) Operable clerestory windows (designed as part of a natural ventilation and daylighting strategy, or other elements designed to use natural light and ventilation);
- 3) Sun shading overhangs (used to effectively reduce cooling load in summer months while allowing for an increase in solar gain to naturally partially heat indoor spaces when the sun's angle is lower. The use of light shelves is also permissible if they achieve the same effect);
- 4) "Green" paving in certain parking areas (to reduce stormwater runoff and reduce heat island effect, or other similar measures accomplishing the same effect)

C. Developer shall install six (6) parallel parking spaces along Kilmer Avenue as depicted in the CDP. Developer shall install the six (6) parallel parking spaces for the entire property (retail and residential components inclusive) prior to, or simultaneously with, the construction of the Retail Component. Developer shall also maintain shared parking with the neighboring Willow Centre Complex. More Specifically, a portion of the parking area for the Development is available to Developer pursuant to a Perpetual Easement Agreement executed by and between Developer and Shouneyia Properties, LLC, a Michigan limited liability company, dated October 22, 2008, and recorded on October 22, 2008, in Liber 40674, Page 439, Oakland County Records (“Easement Agreement”). Pursuant to the Agreement, 44 of the parking spaces for the Development are located on the property commonly referred to as the Willow Centre (as more particularly described in the Easement Agreement). In addition to parking, the Easement Agreement provides cross access easements for the benefit of both the Development and the Willow Centre for ingress and egress across all of the entranceways, driveways and walkways for both properties. Pursuant to the terms of the Easement Agreement, the rights to use the parking spaces and the cross access are permanent and perpetual and cannot be terminated.

2.6 Developer shall provide financial assurances satisfactory to the City for completion and preservation of all on-site and off-site improvements of the Development described above in Section 2.5, including but not limited to, landscaping, landscaping amenities, common areas, bioswales, sculptures, fountains, green paving and any other improvements within or for the Development. Such financial securities shall be in the form of cash or check or certificate of deposit or irrevocable bank letter of credit issued by institutions licensed and admitted to do business in the State of Michigan in an amount equal to the cost of construction for such improvements, or a performance bond in an amount equal to the cost of construction of such improvements plus ten (10%) percent, as specified in a bona fide contract for construction of such improvements, which estimate shall be approved by the City Engineer (which approval shall not be unreasonably withheld, conditioned or delayed), together with an agreement with the City, approved by the City Attorney (which approval shall not be unreasonably withheld, conditioned or delayed), authorizing the City, at its option, to install the amenities listed in Section 2.5 if Developer has failed to do so within the time specified in this Agreement.

2.7 Developer shall maintain all common areas, storm water drainage and retention facilities, landscaped areas, parking areas and sidewalks in good working order and appearance, including but not limited to eradicating and controlling all weeds, trimming or pruning all trees, hedges, and other landscaping, and cutting any lawn or grass or open space. Developer may establish an association or associations as successor to Developer to assume the maintenance obligations set forth in this Article II, in which event the association or associations shall succeed to the Developer’s obligations, as set out in the Planned Unit Development Agreement and otherwise, for those portions of the Property defined in the instrument establishing each association, and Developer shall be relieved of all obligations and liability with respect thereto.

2.8 Developer or an association or associations, as successor to Developer shall perform its landscaping maintenance obligations under Article II of this agreement such that the landscaping and related improvements are maintained in a neat and orderly appearance, substantially free from refuse and debris and, weather permitting, Developer or the association or associations shall promptly replace any dead or dying plants and shrubs, but in no event later than the end of the then-current planting season.

2.9 In the event Developer conveys all or any portion of the Property, Developer shall establish restrictions on the Property providing that all portions of the Property shall have full egress and ingress for both vehicular and pedestrian use and for egress and ingress to Kilmer, and full access of the common areas for utility installation, construction, repair, and maintenance affecting and placed upon the Property, which may provide for shared participation in the cost of maintenance and repair.

2.10 Developer shall comply with the City of Troy City Code and Ordinances and Engineering Development Standards not inconsistent with this Agreement, and shall make any necessary application for permits, and obtain any necessary permits for the use of construction trailers and for lease and advertising signs.

2.11 If the Developer should determine to sell transfer, or lease parts of the retail component in the form of a business condominium, Developer shall submit to the Troy City Attorney the proposed Master Deed and Bylaws for the Project (collectively the "Master Deed") for review and approval. If the Master Deed satisfies the requirements of this Development Agreement and other applicable City ordinances, then approval of the sale or lease shall not be unreasonably withheld, conditioned or delayed. The Master Deed shall acknowledge that each unit owner and the Condominium Association (the "Association") identified therein will be bound by the terms and provisions of this Agreement. The Master Deed shall comply with all statutes of the State of Michigan and City Ordinances and be recorded with the Oakland County Register of Deeds after the effective date of the amendment of the zoning ordinance to rezone the Property to PUD.

The Master Deed shall obligate the Association to maintain the general common elements of the retail component, as more particularly set forth in the Master Deed, in good working order and appearance, including, without limitation, storm water drainage and retention facilities, private roadways, landscaping, parking areas, sidewalks, common structures and facilities, and common areas or elements. In addition, the Master Deed shall provide that the Project is controlled by the PUD Documents. The Master Deed shall also contain provisions for the performance of Developer's maintenance obligations under this Agreement and the PUD Documents. Each unit owner in the Project shall be a member of the Association, as applicable, at all times during the term of ownership and, and subject to the assessments of the Association. The Association shall be authorized to perform the functions and duties delegated and assigned under the Master Deed. The Master Deed shall prohibit exterior modification of the units within the Project which are in conflict with the PUD Documents.

2.12 Developer proposes to develop the PUD on lots 17 through 22 of the Burgess Bungalow Subdivision Plat, Lot 135 of Replat of Outlot A of Big Beaver Subdivision, and Lots 1,2,3 of Supervisor's Plat No. 9,. Developer shall file an application with the City to request a vacation of Myrtle Avenue, which is a public right-of-way located in the Burgess Bungalow Subdivision Plat prior to seeking FDP approval of the PUD. Developer shall further cause an amendment to the plats conforming to State of Michigan requirements, if so required. Developer shall deliver written confirmation to the Planning Director that the plats have been amended prior to seeking FDP approval of the PUD In the event Myrtle Avenue is not vacated or Developer is unable to obtain plat amendments, if so required, Developer shall have the right to terminate this Agreement and Developer shall have no further obligations hereunder.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, including any required water hydrants. Such improvements shall be designed and constructed in accordance with the FDP, the PUD Documents, approved engineering construction plans, applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer, and shall be completed, approved and dedicated to the City, as requested by the City at its discretion, to the extent necessary to fully service all proposed and existing facilities, structures and uses for the entire Property. No building for the retail component or residential component shall be issued any Certificate of Occupancy until the entire Property is served by water and sanitary sewer improvements according to applicable laws, ordinances, codes, regulations and standards in effect at the time any Certificate of Occupancy for the building is applied for. The City may require that the Developer post security in the form of cash or check or certificate of deposit or irrevocable bank letter of credit issued by an institution doing business in Oakland County, under a separate agreement in an amount equal to the cost of construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of such water and sanitary sewer system improvements, which estimate shall be approved by the City Engineer (which approval shall not be unreasonably withheld, conditioned or delayed), together with an agreement with the City, approved by the City Attorney (which approval shall not be unreasonably withheld, conditioned or delayed), authorizing the City, at its option, to install the water system and/or sanitary sewer system if Developer has failed to do so within the time specified in this Agreement. If such deposit is approved and made, all building permits shall be issued for construction of buildings and improvements. If Developer fails to fulfill its obligation, then the City shall provide thirty (30) days prior written notice to cure. If a Developer has commenced performance to cure, it shall be given such further reasonable time to complete such cure. All performance bonds, if elected in lieu of letter of credit, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for any building to be served by the water and sanitary system facilities improvements shall be issued upon the posting of the above security and execution of such agreement prior to installation or construction of such sewer and water installations. Developer shall assume all risks associated with any non-availability of water and/or sanitary sewers to serve the structures within the Development, including without limitation, uninhabitable buildings and fire protection risks, and shall release, indemnify and hold harmless the City from and against any claims arising by reason of any such non-availability except for damages that are directly proximately caused by the City's acts or omissions or the gross negligence of the City. Developer shall, upon completion of installation and testing of the public water and sanitary sewer improvements for each building, convey and dedicate all interest in such facilities to the City by providing and executing documents and title work in accordance with all applicable City ordinances and requirements. Thereafter, the City shall assume all liability and obligation for such utilities dedicated.

3.2 The Developer, at its sole expense, shall construct and maintain a storm water and retention and/or detention system for the entire Development, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans, and all applicable ordinances, laws, codes,

standards and regulations. All drainage improvements necessary to serve the Development shall be completed and approved prior to issuance of any Certificate of Occupancy for any building. The City may require the Developer to post security in the form of cash or check or certificate of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for installation of such drainage improvements approved by the City Engineer (which approval shall not be unreasonably withheld, conditioned or delayed), together with an agreement with the City, approved by the City Attorney (which approval shall not be unreasonably withheld, conditioned or delayed), authorizing the City to, at its option, install the drainage improvements in question if the Developer has failed to do so at the expiration or revocation of building permit(s) after construction has commenced. All performance bonds, if any, shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued upon the posting of such security and execution of such agreement.

All construction, repair, maintenance and replacement of the storm drainage and retention/detention system which are Developer's responsibility, as described in this Section, shall be the sole obligation of the Developer and its successors and assigns. During the development of the Property, the Developer or its successors or assigns shall be obligated to maintain the storm drainage and retention and/or detention system and facilities in a fully operational condition.

3.3 All drives, entryways, sidewalks, non-motorized paths and parking areas within the entire Development shall be designed, situated and constructed in accordance with the PUD Documents and all requirements and applicable ordinances of the City not inconsistent with this Agreement, and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking areas shall be designed and constructed to the standards of the City, except for deviations approved by the City Engineer, and will be private except as otherwise setout herein. The construction drawings for all drives for the entire property shall be approved prior to issuance of building permits for the construction of any building or structure to be served thereby or to benefit therefrom. The City may require the Developer to post security in the form of cash or check or certificates of deposit or irrevocable letter of credit issued by an institution doing business in Oakland County, in a separate agreement approved by the City (which approval shall not be unreasonably withheld, conditioned or delayed) in an amount equal to the estimated cost of the construction, or a performance bond in an amount equal to the cost of construction plus ten (10%) percent, as specified in a bona fide contract for construction of all such improvements, approved by the City Engineer (which approval shall not be unreasonably withheld, conditioned or delayed), together with an agreement approved by the City Attorney (which approval shall not be unreasonably withheld, conditioned or delayed) authorizing the City to, at its option, install the improvements in question if the Developer has failed to do so after thirty (30) days prior notice. Developer shall be given such additional time as is reasonable to effectuate a cure if it has timely commenced a cure. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits shall be issued for any building of the Development upon posting the security for the amounts as set forth above. Developer shall install and maintain an adequate gravel surface base as determined by the City Engineer for all entranceways and internal drive areas, and parking areas to provide for access for construction traffic, City personnel, emergency and fire fighting equipment for such specific site and prior to construction of a final base course. The aforementioned agreement for completion shall provide that the paving of all areas referenced in this paragraph shall be completed and approved (including topcoat and parking lot striping) prior to the

issuance any Certificates of Occupancy for buildings within the Development, but in any event such paving for the Development shall be completed within two (2) years of issuance of the first building permit for a building.

Developer, its successors and assigns, shall be responsible for maintenance and repair of the drives, entranceways, sidewalks, and parking areas for each building site during the period of construction, and shall also keep streets abutting the Development free from debris and repair any damage to the streets abutting the Development (subject to City of Troy requirements) caused by construction activities on or for the Property or the Development and use of abutting streets for construction purposes. If the Developer fails, after thirty (30) days prior written notice and failure to cure, to maintain and repair the drives, entranceways, parking areas and abutting streets as required by this Paragraph, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for the Development until such failure is cured. At all times, during and after completion of construction, Developer, its successor and assigns, shall cause all internal drives, entranceways and parking areas to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition at all times to allow for the free flow and circulation of traffic throughout the Development, except for temporary closures or obstruction due to repairs or snow. Subject to Paragraph 3.4 below, the responsibility and obligation for such ongoing maintenance and repair shall be that of the Developer, its successors and assigns.

3.4 Developer shall have the right to assign its maintenance obligations under this Agreement to an association or associations and to any successors and assigns including any successor developer or owner of a portion of the Development. Upon the assignment to and assumption by an association or any successor developer or owner of any of Developer's maintenance obligations as set out in this Agreement and otherwise, Developer shall have no further obligations or liability with respect thereto. All successors and assigns of Developer shall agree to be bound by the obligations for common area maintenance under the PUD Agreement.

3.5 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 In the event Developer fails to meet any of its obligations under this Agreement, the City, in each instance, shall provide Developer with written notice of such deficiency and Developer shall have thirty (30) days to cure such deficiency unless Developer commences to cure such deficiency within such thirty (30) day period. In the event Developer commences to cure such deficiency in accordance with this paragraph, such thirty day period shall be extended at the City's reasonable determination for such period of time as necessary to cure such deficiency so long as Developer continually and diligently attempts to cure such deficiency.

In the event Developer fails to cure any deficiency in the time set forth in the paragraph above, the City shall thereupon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

A. Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed, before Developer assigns its obligations to an Association and set a specific date to complete the performance which may not be less than thirty (30) days prior written notice, and the City may then proceed under Paragraph 4.1(B) to fulfill the obligation or correct the deficiency.

B. Enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such obligation or take such corrective measures as reasonably found by the City Council to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of ten (10%) percent of the total of all such costs and expenses incurred shall be paid by Developer within thirty (30) days of a billing to Developer.

C. The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents.

D. The City may issue a stop work order as to any building or improvement affected and may deny the issuance of any requested building permit or Certificate of Occupancy for such building or improvement 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 defaulting building improvement until cured.

E. The City may assess a lien against an individual property owner on a pro-rata basis.

4.2 In the event that the City utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements, at any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants and agents, shall be permitted, and are hereby granted authority, to enter upon all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinances, or other City ordinances, or any amendments thereto, the PUD Documents shall control in all respects, including all land uses and approvals set forth and/or allowed pursuant to the PUD. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City for all times and purposes and shall run with the land.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the City or Developer. Developer and any successor developers and property owners shall have the right to delegate its (their) rights and obligations under this Agreement to an Association as set out in this Agreement. Until rights and responsibilities under this Agreement are transferred to such Association, Developer and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever,

regardless of whether such person has any interest in the Property, including owners, mortgages of co-owners, and others. After the rights and obligations under this Agreement are transferred to an Association or any successor developer, only the Association or Associations, the successor developers and property owners, and the City shall be entitled to modify, replace, amend or terminate this Agreement.

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

5.3 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 PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents nor increase such obligations.

5.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the PUD 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 PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, et seq. It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the development contemplated hereby, and all such improvements and the requirements and regulations of the Property under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

5.5 Developer, its successors and assigns, shall comply as is applicable with the following:

A. Signage for the commercial and retail components shall comply with the Sign Ordinance requirements for B-1, B-2, and B-3 districts. Signage for the residential facility shall comply with Sign Ordinance requirements for the R-M district.

B. Elevations for the commercial retail buildings shall be consistent with the elevations which have heretofore been submitted to the Planning Commission and City Council. Furthermore, the elevations shall be brought back to the Planning Commission and City Council for review prior to granting of building permits.

C. Rooftop mechanical equipment shall be fully screened with materials that are architecturally consistent with the building elevations as approved by the Director of Building and Zoning.

5.6 Any notice provided for in this Agreement shall be in writing, addressed to the party to whom notice is given at the address set out at the beginning of this Agreement, or to such other address as one party gives to the other by notice, and deposited in the United States Mails, postage prepaid.

5.7 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.

5.8 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 with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Property and Conceptual Development Plan Approval to Kilmer Plaza Planned Unit Development and;

IN WITNESS WHEREOF, Developer has caused this Development Agreement to be executed the day and year first above written.

DEVELOPER:

MARSH BBK-TROY, LLC
a Michigan limited liability company

By: _____

Dated: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, the _____ of BIG BEAVER/KILMER DEVELOPMENT, a Michigan limited liability company, on behalf of the company.

Print Name:
Notary Public, _____ County, Michigan
My Commission Expires:

CITY:

**CITY OF TROY,
a Michigan municipal corporation**

By: _____

Louise Schilling

Dated:

Its: Mayor

By: _____

Tonni Bartholomew

Dated:

Its: City Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by Louise Schilling, Mayor, and Tonni Bartholomew, City Clerk, of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

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

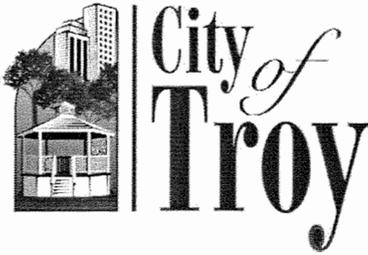
DRAFTED BY:

Erik S. Prater, esq.
Bodman LLP
201 West Big Beaver Road
Troy, MI 48084

WHEN RECORDED RETURN TO:

Tonni Bartholomew, City Clerk
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Additional documents
are included with Council's agenda packets
and available for viewing at the
City Clerk's Office and the Troy Public Library



CITY COUNCIL ACTION REPORT

December 10, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Transit Center Cost Sharing Agreement

Background:

- This item was postponed at the November 24, 2008 City Council meeting. City Council requested a business plan, which is included as an attachment.
- Attached is the November 24, 2008 City Council agenda item, which includes the proposed Interlocal Agreement between Troy and Birmingham to share costs for a project manager for the proposed Transit Center. The City of Birmingham has selected Clark Hill as the project manager. At their December 15, 2008 meeting, the City of Birmingham will consider the Interlocal Agreement with the City of Troy. Birmingham will also consider the professional services contract with Clark Hill. Clark Hill has infinite experience in this line of work, both in Lansing and Washington DC.

Financial Considerations:

- A month to month contract for project management services and shall not exceed \$7,500 per month. The City of Troy will be responsible for one half of this amount. This Agreement will expire December 31, 2010.
- Funds are available from the Transit Center reserve account.

Legal Considerations:

- The Interlocal Agreement was drafted by the City Attorney's Office.

Policy Considerations:

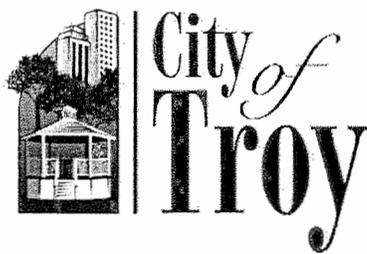
- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues. (Outcome II)
- Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world. (Outcome III)

Options:

- City Management recommends that City Council approve the attached Interlocal Agreement between the City of Birmingham and the City of Troy.

Attachments

1. November 24, 2008 City Council Agenda item.
2. November 24, 2008 City Council Minutes excerpt.
3. Troy/Birmingham Multi-Modal Transit Center Business Plan



CITY COUNCIL ACTION REPORT

November 19, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Transit Center Cost Sharing Agreement

Background:

- Attached is a proposed Interlocal Agreement between Troy and Birmingham to share costs for a project manager for the proposed Transit Center. The City of Birmingham has selected Clark Hill as the project manager. At their December 15, 2008 meeting, the City of Birmingham will consider the Interlocal Agreement with the City of Troy. Birmingham will also consider the professional services contract with Clark Hill. Clark Hill has infinite experience in this line of work, both in Lansing and Washington DC.

Financial Considerations:

- A month to month contract for project management services and shall not exceed \$7,500 per month. The City of Troy will be responsible for one half of this amount. This Agreement will expire December 31, 2010.
- Funds are available from the Transit Center reserve account.

Legal Considerations:

- The Interlocal Agreement was drafted by the City Attorney's Office.

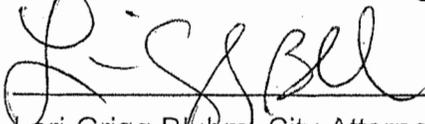
Policy Considerations:

- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues. (Outcome II)
- Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world. (Outcome III)

Options:

- City Management recommends that City Council approve the attached Interlocal Agreement between the City of Birmingham and the City of Troy.

Reviewed as to Form and Legality



Lori Grigg Blum, City Attorney

PLH/G/MEMOS TO MAYOR & CC\Transit Center

INTERLOCAL AGREEMENT

This Interlocal Service Agreement dated, this ____ day of _____ 2008, is made by and between:

City of Birmingham
151 Martin Street
P.O. Box 3001
Birmingham, Michigan 48012

-And-

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

RECITALS

The City of Troy, a Michigan Municipal Corporation (hereinafter "TROY"), and the City of Birmingham, a Michigan Municipal Corporation (hereinafter "BIRMINGHAM"), together referred to as the "Parties" or the "Party," are authorized separately by law to provide for services for their constituency; and

The Parties both have a strong interest in the development of an intermodal transit center near the joint border of the communities, which would provide a benefit to both of the communities, as well as to the surrounding metropolitan area; and

The Parties have undertaken joint planning efforts towards a cohesive development of a transit center, and plan to continue such efforts in the future to realize the construction of such an intermodal transit center on and around property that borders both communities; and

Pursuant to a consent judgment, there is an opportunity to use property bordering the communities for an intermodal transit center, as long as the construction of the transit center begins prior to the year 2010; and

The estimated cost of the proposed intermodal transit center is approximately six million dollars, based on a design presented by Wendel Duchscherer, which includes a number of site improvement and safety issues, including a pedestrian tunnel connecting Birmingham with Troy, which is a key element for the success of an intermodal transit center at the proposed location; and

A jointly hired project manager would provide a comprehensive and coordinated strategic approach to obtain the necessary funding and federal, state, and local support for the proposed intermodal transit center; and

A jointly hired project manager would provide a unique expertise, as well as a time commitment that exceeds the current capabilities of the professional staff of the Parties; and

The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

The Parties have reviewed a proposal submitted by R. Daniel Beattie, Director of Governmental Affairs at Clark Hill, PLC, and after reviewing the proposal, credentials of the firm, and after an interview, the Parties are satisfied that this full service firm should be awarded a professional services contract as the Project Manager for the proposed Troy/Birmingham intermodal transit center; and

The Parties have mutually agreed that this Agreement be entered into to allow BIRMINGHAM and TROY to jointly share in the cost of services for a Project Manager to advocate, on behalf of the Parties, for an intermodal transit center at the joint border, and pursuant to resolution of its governing bodies, the Parties each have the authority to execute this Interlocal Service Agreement ("Agreement"), and the Parties mutually agree to the following terms and conditions:

AGREEMENT

1. BIRMINGHAM shall negotiate the terms of the professional services contract to hire Clark Hill as the Project Manager for the proposed Troy/Birmingham intermodal transit center, as long as the contract complies with the following:
 - a. The contract shall require the Project Manager to use its best efforts to secure funding and support so that the construction of the Troy/Birmingham intermodal transit center will commence prior to December 31, 2009.
 - b. The contract shall require advocacy for the completion of the Troy/Birmingham intermodal transit center, as proposed by Wendel Duhscherer.
 - c. The contract shall require advocacy equally on behalf of both parties.
 - d. The contract shall require effective advocacy at the federal and state level, as well as locally, which shall be directed at both public and also private sources.
 - e. The contract shall continue on a month to month basis, unless the City of Birmingham, the City of Troy or Clark Hill individually or jointly provide written notification of a termination of the contract. However, this month to month contract shall not extend beyond December 31, 2010 without prior written consent of the City of Birmingham and the City of Troy.
 - f. The contract shall require the Project Manager to submit monthly activity reports to the Parties.
 - g. The contract shall require the Project Manager to attend and/or participate in public meetings that the Parties jointly deem necessary.

including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

8. TROY agrees to defend, pay on behalf of, indemnify, and hold harmless BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of BIRMINGHAM against any and all claims, demands, suits, or loss, including, and for any damages which may be asserted, claimed or recovered against or from BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of BIRMINGHAM by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.
9. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
10. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation conducted by the other party of any acts or performances of any services under this Agreement.
11. Any written notice required or permitted under the Agreement shall be considered delivered to a party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writing sent to TROY shall be sent to: City of Troy, City Manager, 500 W. Big Beaver Rd., Troy, MI 48084. All writing sent to BIRMINGHAM shall be sent to: City of Birmingham, City Manager, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012.
12. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
13. If a Court of competent jurisdiction finds any provision of this Agreement

invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.

14. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
15. The Recitals shall be considered an integral part of this Agreement.
16. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of the Parties.
17. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
18. Absent a written waiver, no fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one of more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

This Agreement is executed by the authorized representatives of the CITY OF BIRMINGHAM on the _____ day of _____, 2008.

WITNESSES:

CITY OF BIRMINGHAM,

By: _____
Stuart Lee Sherman, Mayor

By: _____
Nancy M. Weiss, City Clerk

APPROVAL:

Jana Ecker, Community Development
as to Substance

B. Sharon Ostin, Director of
Finance as to Financial Obligation

Thomas M. Markus, City Manager as
to Substance

Timothy J. Carrier, City Attorney as to
Form

This Agreement is executed by the authorized representatives of the CITY OF TROY on the _____ day of _____, 2008.

CITY OF TROY,

By: _____
Louise E. Schilling, Mayor

By: _____
Tonni Bartholomew, City Clerk

POSTPONED ITEMS:

D-1 No Postponed Items

PUBLIC COMMENT: Limited to Items Not on the Agenda

REGULAR BUSINESS:

E-7 Transit Center Cost Sharing Agreement

Resolution

Moved by Kerwin

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement between the City of Troy and the City of Birmingham, which equally divides the cost of a Project Manager for the proposed Troy/Birmingham Intermodal Transit Center; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the Interlocal Service Agreement on behalf of the City of Troy, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Proposed Resolution to Postpone Action on the Resolution for the *Transit Center Cost Sharing Agreement*

Resolution

Moved by Eisenbacher

Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** action on the *Transit Center Cost Sharing Agreement* until the City of Troy City Council and the City of Birmingham City Commission have agreed upon a scope document no later than the Regular City Council Meeting scheduled for Monday, December 15, 2008.

Vote on Resolution to Amend Proposed Resolution to Postpone Action on the Resolution for the *Transit Center Cost Sharing Agreement*

Resolution #2008-11-338

Moved by Eisenbacher

Seconded by Beltramini

RESOLVED, That Troy City Council hereby **AMENDS** the resolution to *Postpone Action on the Transit Center Cost Sharing Agreement* by **STRIKING** "scope document" and **INSERTING** "business plan".

Yes: All-7

MOTION CARRIED

Vote on Resolution to Postpone Action on the Resolution for the Transit Center Cost Sharing Agreement as Amended

Resolution #2008-11-339
 Moved by Eisenbacher
 Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** action on the *Transit Center Cost Sharing Agreement* until the City of Troy City Council and the City of Birmingham City Commission have agreed upon a business plan no later than the Regular City Council Meeting scheduled for Monday, December 15, 2008.

Yes: All-7

MOTION CARRIED

E-1 Appointments to Boards and Committees: a) Mayoral Appointments: Downtown Development Authority b) City Council Appointments: Advisory Committee for Persons with Disabilities and Parks & Recreation Board

(a) Mayoral Appointments

Resolution #2008-11-340
 Moved by Schilling
 Seconded by Kerwin

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Downtown Development Authority

Appointed by Mayor (13-Regular) 4-Year Term

Laurence G. Keisling

Term Expires 09/30/2012

Yes: Eisenbacher, Fleming, Kerwin, Schilling, Beltramini, Broomfield

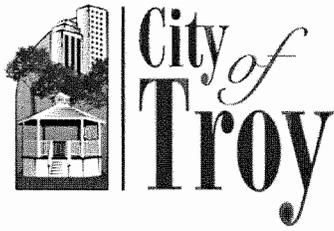
No: Howrylak

MOTION CARRIED

(b) City Council Appointments

Resolution #2008-11-341
 Moved by Howrylak
 Seconded by Broomfield

RESOLVED, That Troy City Council hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:



Troy / Birmingham

Multi-Modal Transit Center

Business Plan

Contributors:

City of Troy

City of Birmingham

Draft

December 9, 2008

EXECUTIVE SUMMARY

Mission Statement

The Birmingham/Troy Multi-Modal Transit Center is intended to improve the attractiveness, reliability, safety and economic efficiency of rail passenger service in the Metro Detroit region. Design of the Transit Center will encourage increased rail travel, expanded multi-modal transit coordination and integration with other transit/para-transit modes. A pedestrian tunnel will connect the loading platform in Birmingham with the Transit Center in Troy. Construction of the Transit Center will provide the impetus for Transit Oriented Development (TOD) in both Birmingham and Troy.

Business Opportunities

Objective 1 – Provide a Transit Center to serve the existing and future Amtrak rail customers. <http://www.amtrak.com/servlet/ContentServer?pagename=Amtrak/HomePage>.

Objective 2 – Provide a transfer point and coordination of regional SMART bus services. <http://www.smartbus.org/smart/home>.

Objective 3 – Provide opportunities for public-private partnerships with traditional taxi service, black sedan service, and auto rental companies.

Objective 4 – Provide opportunities for public/private partnerships with non-traditional car sharing services (e.g. <http://www.zipcar.com/>).

Objective 5 – Provide opportunities for public/private partnerships for shared or rental bicycle services.

Objective 6 – Provide opportunities for mass transit connections for customers of the Oakland Troy “Executive” Airport. <http://www.oakgov.com/aviation/ota/>.

Objective 7 – Provide for a Transit Center that is integrated into the proposed Detroit Regional Mass Transit Initiative.

Objective 8 – Provide the impetus for Transit Oriented Development (TOD) in the Cities of Birmingham and Troy.

Objective 9 – Provide opportunities to integrate with the Detroit Region Aerotropolis (<http://www.detroitregionaerotropolis.com/>).

Objective 10 – Provide economic development opportunities for Birmingham, Troy and the Detroit region.

Financial Projections

On April 16, 2007, Troy City Council approved a contract with Wendel Duhscherer of Amherst, New York, for concept and preliminary engineering design services. On June 30, 2007, the contract was executed and representatives of the Cities of Troy and Birmingham worked with the consultant to develop a series of design plans for the proposed Transit Center. Consultant deliverables to date include the following: Traffic impact statement; Environmental site assessment report; Major considerations and design criteria; and, alternate conceptual plans and cost estimates. The most recent option addresses site improvement and safety issues, while providing a plan that minimizes future operating costs. This conceptual plan identifies three distinct components including a Transit Center building, train loading/unloading platform and pedestrian tunnel. Initial building envelope will encompass 3,000 to 3,500 square feet. Estimated cost of initial phase of the proposed building, platform and tunnel is \$6 million.

Both Cities (Troy \$1.3 million and Birmingham \$300,000) have allocated funding for the Transit Center. It is necessary to secure \$5 million in grants or appropriations to fully fund the design, bid and construction of the Transit Center. During the design and development phase of the project, the floor plan will be determined. This would be designed with consideration for potential public/private partnerships. There is the potential for lease arrangements with public and private transportation providers. This potential will be explored in greater detail as the building design and floor plan are developed. It is the goal of the City of Troy and City of Birmingham to create a Transit Center that does not require operational financial support. Therefore, during the design and development phase, the building's floor plan can be designed to provide for public/private partnerships opportunities. Financial projections will be developed as the scope of the Transit Center is defined.

INDUSTRY ENVIRONMENT

Overview of the Industry

According to *Critical Link 2007, Amtrak*, the Pontiac-Detroit-Chicago Corridor is ranked the ninth busiest Amtrak Corridor in the USA. In fiscal year 2006, this corridor had 439,000 riders over its 281 mile length. The existing Birmingham Amtrak Station is located on this corridor and serves 19,404 riders per year, according to the *Troy Impact Study, Troy Multimodal Transit Center*. This study also projects ridership to increase to 24,765 in 2012; 31,607 in 2017; and 40,340 in 2022. While metro regions throughout the USA are implementing mass transit systems including heavy rail and light rail, the Detroit Metro Regional Mass Transit System is still in its infancy. On December 8, 2008 the "Big 4" – Oakland County, Macomb County, Wayne County and the City of Detroit – voted to support John Hertel's Detroit Regional Mass Transit Initiative. It appears the support is based upon the "Big 4" adopting a resolution that would require the Michigan Legislature to create a regional mass transit authority. Additionally, the resolution requires a public vote on any local subsidy. The vote also allows for continued study of governance possibilities for a regional mass transit system. Finally, the Transit Center is identified in SEMCOG's RTP and MDOT's TIP.

Projected Position for the Future

On a local level, passenger rail is an engine for economic growth. There are numerous studies that indicate that rail stations inject economic growth for retail establishments. Further, it is also shown that both commercial and residential property values increase around rail stations. A study completed by the University of Michigan for the Urban Land Institute entitled the *Troy/Birmingham Transit Center Strategic & Implementation Plan* identifies the market potential for future development, transportation options and complementary land uses near the proposed Transit Center. The study indicates that there is 715,353 square feet (both walkable and drivable) of local retail demand over the next five years. The study goes on to state that, "While the for-sale housing market is struggling, there is sufficient demand for as many as 300 attached residential rental units within the Transit Center District in the next five years." There are over 4,400 properties within a one-mile radius of the proposed Transit Center.

The study indicates a proposed development area located along Maple Road immediately east of the rail line. By locating the proposed Transit Center into this area, there are possibilities of producing a dynamic mix of uses and enhancing the area's potential walkable character. The proposed Transit Center could also act as a catalyst for upgrading the Maple Road Corridor.

At the national level, passenger trains develop transportation options, mobility for underserved populations, congestion mitigation and jobs. Jobs provided include both the railroad industry and the ancillary industries that support rail.

Potential Customers

Amtrak and their riders.

SMART and their riders.

Future Detroit Regional Mass Transit Initiative riders.

Taxi and Black Sedan users and providers.

Car Rental users and providers.

Car Sharing users and providers.

Bicycle Rental or Sharing users and providers.

Air Commuters and providers.

Transit Oriented Development (TOD), residents, business owners and developers.

Direct Competitors

There is currently a modest Amtrak platform and structure located in the existing Transit Center area. The Transit Center would not have any direct competitors because it would be the only multi-modal Transit Oriented Development of its kind in Metro Detroit.

MARKETING

Business Opportunity

As the process of design and development of the Transit Center building progresses, business opportunities will be developed in more detail. It is clear that the Transit Center offers public/private partnerships and provides multi-modal transportation options. These could include lease arrangements or other options that need to be explored in greater detail as the project progresses.

Community Impact

The City of Troy Master Plan, adopted in October 2008, calls for the creation of the Transit Center District. The district envisions "The combination of air, rail, bus and non-motorized transportation in one compact area, supported by a high-density residential development and regional commercial uses. It will work to create a vibrant gateway to the southwest corner of Troy." It also calls for cooperation with the City of Birmingham to implement the Transit Center District.

Within the City of Birmingham, there is the MX Zoning District which requires the Rail District to be built out in a mixed-use compact urban form.

Community Strategy

The City of Birmingham Planning Board and the City of Troy Planning Commission have met jointly on three occasions. On December 2, 2008, the public bodies jointly adopted the following:

CITY OF BIRMINGHAM / CITY OF TROY JOINT PLANNING STATEMENT OF SUPPORT

The City of Birmingham Planning Board and the City of Troy Planning Commission hereby support the following.

- Designation of the boundaries for the Birmingham/Troy Multi-Modal Transit Center Study Area.
- Joint development of appropriate Transit Oriented Design standards to apply to all or a part of the Birmingham/Troy Multi-Modal Transit Center Study Area.
- Cooperation between the City of Birmingham and the City of Troy on planning issues within all or a part of the Birmingham/Troy Multi-Modal Transit Center Study Area.
- Establishment of a Joint Birmingham/Troy Planning Commission for all or a part of the Birmingham/Troy Multi-Modal Transit Center Study Area, including defining

composition, powers and duties, membership requirements, terms of office, operating procedures, and other related matters.

- Joint planning for the appropriate redevelopment of all or a part of the Birmingham/Troy Multi-Modal Transit Center Study Area.

OPERATIONS

Organizational Structure

The City of Birmingham and the City of Troy will continue to formulate this portion of the Business Plan.

Capital Requirements

Estimated cost of design, bid and construction	\$6,000,000
Contingencies (10%)	\$ 600,000
City of Troy financial commitment	\$1,300,000
City of Birmingham financial commitment	\$ 300,000
Federal/State grant or appropriation required	\$5,000,000

Core Operations

The City of Birmingham and the City of Troy will continue to formulate this portion of the business plan.

FINANCIAL PROJECTIONS

As the Transit Center project progresses, the business opportunities can be explored in greater detail with the multi-modal transportation providers. The Business Plan will be updated to provide the basic financial information required to analyze the growth potential for the Transit Center, capital requirements, revenue projections, etc. In addition, a traditional business plan would include a pro forma 3- to 5-year financial statement, as well as a break-even analysis. This section will need to be expanded upon.



CITY COUNCIL ACTION REPORT

November 25, 2008

TO: Phillip L. Nelson, City Manager

FROM: Susan A. Leirstein, Purchasing Director
Charles T. Craft, Chief of Police

SUBJECT: Bid Waiver – Global Positioning System (GPS) Tracking Devices

Background

- GPS Tracking Devices have been used by the Troy Special Investigations Unit (SIU) for tracking known suspects and persons of interest. The GPS tracking devices used by law enforcement agencies are a specialized device used for conducting covert investigations. The use of these devices offers SIU officers a digital advantage in monitoring criminal activity.
- The GPS Tracking units currently used by the Troy Police Department (TPD) have been utilized in a wide range of criminal investigations ranging from business breaking and entering investigations, to homicide investigations.
- The company that provides the GPS units the TPD currently own is Geonautics. Geonautics uses a GSM circuit switch technology with their units, which is dependent on cell phone technology. Approximately three years ago, the cell phone company Geonautics used (T-Mobile) changed their technology and did not update the circuit switch capabilities, leaving the Troy Police Department's five GPS units unusable. Geonautics was able to temporarily resolve the communication issue. However, the performance of the units has never been the same. Communication with the GPS units and technical support has been a significant problem with this company. The technical support Geonautics offers is not 24/7 and return phone calls are not in a timely manner.
- As a result of the TPD's dissatisfaction with the Geonautics GPS tracking devices, the Police department has conducted an exhaustive search for a new company offering similar GPS tracking devices. Research revealed there is a small list of companies who offer law enforcement grade GPS tracking units. (See Appendix I for a comparison)
- They differ in the technology used and overall functionality as follows:
 - Specifically built and only available to law enforcement agencies,
 - Real "live" time tracking with updates every 3 seconds,
 - Three-year all inclusive service and warranty plan,
 - No activation fee,
 - 24/7 technical support.

November 25, 2008

To: Phillip L. Nelson, City Manager
Re: Bid Waiver – GPS Tracking Units

Background - continued

- Recently, Beverly Hills Police Department (BHPD) purchased five Coleman Technologies GPS tracking units, which they allowed the TPD officers to test. TPD officers found these units were easier to install on suspect vehicles because of the lack of external antennas. In addition, a button on the unit showed its ability to communicate with satellites. The BHPD officers reported they have not had a single issue communicating with the GPS units. Coleman Technologies advised the technology used to communicate with the GPS units was Internet server based and officers can monitor the GPS units from any place they can receive an Internet connection. Coleman's provides 24/7 tech support for their GPS units. BHPD officers purchased the Coleman's GPS units after conducting extensive research and determining that Coleman's was the preferred vendor.

Financial Considerations

- The State Forfeiture fund will be used to make this purchase based on the fact that a majority of the surveillance operations involved narcotic investigations. Capital Fund, A/C #401.301.10.305.7978.065.
- There would be a T-Mobile savings of approximately \$3,600 per year for no longer using this service.

Legal Considerations

- There are no legal considerations associated with this item.

Policy Considerations

- Troy continues to enhance the health and safety of the community, while continuing to be Michigan's Safest City. (Outcome Statement I)

Options

- City management recommends Troy City Council authorize the purchase of hardware, software, and services for the Platinum All In One Agent system from Coleman Technologies, Inc of Orlando, FL at an estimated total cost of \$28,268.00, plus ongoing license renewals, updates, and technical support as needed.

Prepared by: James Mork, Investigator/Officer

	Coleman Technologies Inc All In One AGenT	BrickHouse Security P-Trac Pro
Number of Units	4 All In One tracking units and 1 hard wire unit with a kill switch. Includes four 4-Pack and four 8-Pack battery packs that use AA batteries and five magnetic sleeves.	5 P-Trac Pro tracking units
Additional component costs	None	5 – desktop chargers 5 – AC chargers 5 – Magnetic cases 5 – additional rechargeable battery packs
Service Plan	Three years unlimited tracking	Three years limited tracking. Each unit has 3000 tracking points per month and a cost of 5 dollars for every 25 tracking points that goes over.
Warranty	Three years manufacturer warranty and a one time replacement for the five units – so if all five become lost, all five will be replaced, one time.	One year manufacturer warranty – no replacement for a lost unit.
Additional Service Fee after the third year	\$588 dollars per year for unlimited tracking and continued warranty on the hardware.	959.40 dollars per year for 3000 tracking points per month. No warranty after the first year.
Activation fee	None	\$69.95 for each unit
Technical support	24/7	Monday thru Friday 8AM to 7PM
Tracking capabilities	Real time tracking with a 3 second refresh rate	Real time tracking with a 30 second to 1 minute refresh rate (not a true real time tracker).
Installation	Has a test button on the device to make sure the device is placed in a good location for communication on the suspect vehicle	None
Customers	Only law enforcement	Law enforcement and public consumers
Power Supply	Internal 30 hour drive time, 4-Pack 60 hours, and 8-pack 90 hours. Drive time would mean real time tracking and the suspect would have to be moving the entire time.	A 21 day rechargeable battery pack. Per the sales representative, if you are conducting real time tracking, then the battery would last four to six days.
Geo Fencing	Alerts officers when a suspect has entered and/or exited a geo fence.	Alerts officers when a suspect has exited a geo fence.
Motion sensor	Motion sensor will activate the unit when the car is turned on, door opened, and /or trunk opened.	No motion sensor
Software	8 user licenses for Map Agent software and unlimited users for web based.	Web based.
Interoperability	Yes – with Beverly Hills Police Department	None
Discount	An over all discount of 1800 dollars per unit for the trade in of our older Geonautics equipment. For a total of savings of 9000 dollars	\$500 dollar purchase discount.
Total Cost:	\$28,268 dollars	\$20,589.25 dollars



Coleman Technologies, Inc.

20 North Orange Avenue, Suite 300
 Orlando, Florida 32801
 Phone: 407.481.8600
 Fax: 407.650.9776
 Email: JIreland@ctiusa.com

Price Quotation

Sold to: Troy Police Department 500 W. Big Beaver Troy, MI Jim Mork Phone: (248) 524-3557 Email: morkjr@troymi.gov	Ship to: SAME	Date: 10-Jul-08 Quote #: Q0073.0556.538.1 By: Jennifer Ireland Phone: 407-481-8600 Fax: 407-650-9776 JIreland@ctiusa.com	Total: \$28,268.00
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L/I	Part Number	Description	QTY	Unit Price	Extended Price
1	CTIUFG-AIO-G-KIT-P	Platinum All In One AGent Upgrade: 3 years of GPRS service , 1 power cable, Internal GPS and cellular antenna, 4 Map Agent 2007 software licenses, 1 four-pack and 1 eight-pack AA battery enclosure with batteries, 1 input sensor cable, 3 years limited warranty, One-time replacement for lost or damaged tracking device during the 3-year warranty period	4	\$5,495.00	\$21,980.00
2	CTIUFG-ADIG-X-KIT-P	Platinum 1xRTT AGent Upgrade: 2 years of service, GPS/RF antennas, power cable, 2 Map AGent licenses, battery kit (1 charger and 2 Ni-MH rechargeable batteries) and installation test box, 2 years limited warranty, One-time replacement for lost of damaged unit during the 2 year warranty period	1	\$5,495.00	\$5,495.00
3	CTI-SRVC-ANL-VER	1 year of Unlimited 1XRTT data service. Service through Verizon Wireless. Anytime the unit is contacted over a dialup modem there is a \$.75 per minute charge.	1	\$588.00	\$588.00
4	CTI-ADIG-CBL-SW	Kill Switch Cable: kill switch relay with 10' of cable	1	\$105.00	\$105.00
5	Shipping	0-5 5-10 10-20 >20 (in pounds) Priority Overnight (0-5lbs)\$40 (6-10lbs)\$50 (11-20lbs)\$75 (>20)\$120. Standard Overnight \$35 \$45 \$65 \$115. 2-Day \$20 \$25 \$35 \$70. 2-3 Day Express Saver \$15 \$20 \$30 \$60	5	\$20.00	\$100.00
All-In-One & 1xRTT both have lead times of 3-4 weeks					
PLEASE REFERENCE QUOTE NUMBER ON PO					

Acceptance and Authorization

Quote is valid for 30 days. Delivery dates, if provided, are estimates only. Signature or attached Purchase Order required for authorization to proceed. Prices are exclusive of applicable taxes, shipping, handling and labor for installation. Payment terms are as follows, all other CTI Standard Terms and Conditions apply:

Net 20
 Net 30
 MC/Visa _____ Exp _____

___ % on order, balance prior to receipt

Please fax or email purchase orders to: 407-650-9776 or JIreland@ctiusa.com

Customer hereby authorizes purchase and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments.

Customer Signature _____ Date _____

CTI Representative _____ Date _____



CITY COUNCIL ACTION REPORT

December 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
James A. Nash, Financial Services Director

SUBJECT: Agenda Item – Deficit Elimination Plans

Background:

- It is a requirement of the State of Michigan that any fund of a municipality reporting negative net assets shall file a Deficit Elimination Plan (DEP) with the Department of Treasury after approval by the local legislative body.
- For the fiscal year ending June 30, 2008 the Downtown Development Authority, Aquatic Center and Sanctuary Lake Golf Course funds met this criterion.

Financial Considerations:

- The attached DEP(s) recognizes the cause of these negative net assets and identifies future remedies.

Legal Considerations:

- The governing body of the employer must certify by resolution that any DEP is approved and adopted.

Policy Considerations:

- Adoption will satisfy State of Michigan reporting requirements (Goal III).

Options:

- Staff recommends that City Council approve the DEP(s).

CITY OF TROY DEFICIT ELIMINATION PLAN

Downtown Development Authority (DDA)

The deficit in net assets of \$13,798,765 is caused solely by the presentation of \$27,920,000 in bonds payable as a liability. At the fund level there is a positive fund balance of \$14,412,583 (CAFR, p. 94).

Notwithstanding any surplus of revenue over expenditures which will reduce the deficit, principal payments on the bonds payable will eliminate the deficit as follows:

Deficit, June 30, 2008	\$13,798,765
Principal payments FYE 6/30/2009	(1,850,000)
Deficit, June 30, 2009	\$11,948,765
Principal payments FYE 6/30/2010	(1,975,000)
Deficit, June 30, 2010	\$ 9,973,765
Principal payments FYE 6/30/2011	(2,065,000)
Deficit, June 30, 2011	\$ 7,908,765
Principal payments FYE 6/30/2012	(2,215,000)
Deficit, June 30, 2012	\$ 5,693,765
Principal payments FYE 6/30/2013	(2,365,000)
Deficit, June 30, 2013	\$ 3,328,765
Principal payments FYE 6/30/2014	(2,490,000)
Deficit, June 30, 2014	\$ 838,765
Principal payments FYE 6/30/2015	(2,650,000)
Surplus, June 30, 2015	\$ 1,811,235

CITY OF TROY DEFICIT ELIMINATION PLAN

Aquatic Center (AC)

The deficit in net assets of \$407,269 is caused solely by the designation of \$1,968,970 as investment in fixed assets. At the fund level there is a positive fund balance of \$1,561,701 (CAFR, p. 82).

Since the AC's inception the policy of the City has been for revenue to cover operating expenses excluding depreciation, and this goal has essentially been achieved. With an anticipated improvement in the local economy and decreasing depreciation charges it is anticipated the deficit will be eliminated in FY 2012-13.

AC Net Assets, June 30, 2008	\$	(407,269)
Budgeted expenditures, FY 08-09		(633,510)
Budgeted revenue, FY 08-09		487,200
Estimated Net Assets, June 30, 2009	\$	(553,579)
Estimated expenditures, FY 09-10		(608,000)
Estimated revenue, FY 09-10		<u>661,100</u>
Estimated Net Assets, June 30, 2010	\$	(500,479)
Estimated expenditures, FY 10-11		(532,000)
Estimated revenue, FY 10-11		<u>691,000</u>
Estimated Net Assets, June 30, 2011	\$	(341,479)
Estimated expenditures, FY 11-12		(550,000)
Estimated revenue, FY 11-12		<u>721,000</u>
Estimated Net Assets, June 30, 2012	\$	(170,479)
Estimated expenditures, FY 12-13		(560,000)
Estimated revenue, FY 12-13		<u>741,000</u>
Estimated Net Assets, June 30, 2013	\$	10,521

CITY OF TROY DEFICIT ELIMINATION PLAN

Sanctuary Lake Golf Course (SLGC)

A number of factors contributed to this deficit, the initial being the delay in opening SLGC. The debt service payment schedule was based upon the course being in full operation prior to July 1, 2004. That not being the case, first year revenue was well below projections while fixed costs remained in place. As a new entity with no net asset reserve available, the revenue shortfall immediately created the deficit situation.

The recently confirmed national Recession has clearly had a strong local impact.

In its fourth year of operations SLGC experienced a negative change in net assets of \$634,790 compared to \$622,950 last fiscal year. Operating expenses decreased but were more than offset by reduced revenue. Additional leagues and outings are reserving for 2009, but until the economy recovers and discretionary spending increases it is anticipated that the deficit elimination will be a multi-year effort, as indicated in the following plan:

SLGC Net Assets, June 30, 2008	\$ (2,614,899)
Budgeted expenditures, FY 08-09	(1,981,210)
Budgeted revenue, FY 08-09	<u>1,411,500</u>
Estimated Net Assets, June 30, 2009	\$ (3,184,609)
Estimated expenditures, FY 09-10	(1,900,000)
Estimated revenue, FY 09-10	<u>1,700,000</u>
Estimated Net Assets, June 30, 2010	\$ (3,384,609)
Estimated expenditures, FY 10-11	(2,000,000)
Estimated revenue, FY 10-11	<u>2,125,000</u>
Estimated Net Assets, June 30, 2011	\$ (3,259,609)
Estimated expenditures, FY 11-12	(2,100,000)
Estimated revenue, FY 11-12	<u>2,650,000</u>
Estimated Net Assets, June 30, 2012	\$ (2,709,609)
Estimated expenditures, FY 12-13	(2,205,000)
Estimated revenue, FY 12-13	<u>3,180,000</u>
Estimated Net Assets, June 30, 2013	\$ (1,734,609)

Estimated expenditures, FY 13-14		(2,320,000)
Estimated revenue, FY 13-14		<u>3,650,000</u>
Estimated Net Assets, June 30, 2014	\$	(404,609)
Estimated expenditures, FY 14-15		(2,440,000)
Estimated revenue, FY 14-15		<u>3,650,000</u>
Estimated Net Assets, June 30, 2015	\$	805,391

Under this plan the deficit will be eliminated by June 30, 2015. Please advise if further information is requested.



CITY COUNCIL ACTION REPORT

December 5, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Mark Stimac, Director of Building and Zoning

SUBJECT: Agreement to Provide Inspection Services – City of Madison Heights

Background

- Attached is a copy of the proposed Interlocal Service Agreement between the City of Troy and the City of Madison Heights, where the City of Troy will provide plumbing and mechanical inspection services to the City of Madison Heights on an as needed basis.
- This agreement is being presented to the Madison Heights City Council on this same date for their approval.

Financial Considerations

- No additional staffing is required. There is currently capacity within the inspector's schedules to take on the additional work.
- The agreement generates outside revenue and maximizes the use of our staffing.
- The agreement allows for the periodic review of workload and fees and allows adjustments in the agreement as needed.

Legal Considerations

- The City Attorney's office has reviewed the contract for form and legality.

Policy Considerations

- Minimize the cost and increase the efficiency and effectiveness of city government. (Goal II)
- Emphasize regionalism and incorporate creativity. (Goal VI)

Options

- City management recommends entering in to the Interlocal Service Agreement with the City of Madison Heights for inspection services.

**INTERLOCAL SERVICE AGREEMENT FOR PLUMBING
AND MECHANICAL INSPECTION SERVICES**

This Interlocal Service Agreement dated, this ____ day of December 2008, is made by and between:

City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, Michigan 48071

-And-

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

RECITALS

WHEREAS, the City of Troy, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084 (hereinafter "TROY"), and the City of Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "MADISON HEIGHTS"), or TROY and MADISON HEIGHTS hereinafter together referred to as the "Parties" are authorized separately by law to provide for mechanical and plumbing inspections under P.A. 230, of the Public Acts of 1972, as amended, being sections 125.1501 to 125.1531 of the Michigan Compiled Laws; and

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common which each might exercise separately; and

WHEREAS, MADISON HEIGHTS has traditionally entered into a contract with an independent contractor to perform mechanical and plumbing inspections either on a full time or a part-time basis; and

WHEREAS, due to the fact that mechanical and plumbing inspections require trained individuals who are registered with the Michigan Bureau of Construction Codes as inspectors and plan reviewers and are familiar with the State of Michigan Building Code requirements, it is difficult for public entities to locate trained and registered individuals who are able or willing to perform those specialized services timely and on a part-time basis; and

WHEREAS, TROY has full time employees who are trained and registered mechanical and plumbing inspectors capable of doing inspections for MADISON HEIGHTS through an interlocal agreement; and

WHEREAS, the Parties have mutually agreed that this Agreement be entered into to allow TROY to do mechanical and plumbing inspections for MADISON HEIGHTS on a routine basis under the terms set forth below; and

WHEREAS, pursuant to resolution of its governing bodies, the Parties each have the authority to execute this Interlocal Service Agreement ("Agreement") to allow TROY to do mechanical and plumbing inspections for MADISON HEIGHTS at a fixed monthly cost, under the terms set forth below.

AGREEMENT

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. TROY represents and MADISON HEIGHTS acknowledges that TROY has state registered mechanical and plumbing inspectors with the qualifications, experience and abilities to provide services in connection with the business of inspecting buildings for compliance with the State of Michigan's building codes and laws, as well as those of the City of Madison Heights.
2. TROY, through its Building Department, is agreeable to providing such inspection services to MADISON HEIGHTS, on the terms and conditions as set forth in this Agreement.
3. MADISON HEIGHTS hereby agrees to engage TROY to provide mechanical and plumbing inspection services during regular business hours, i.e., 8:00 a.m. to 4:30 p.m. This inspection work is anticipated to be approximately four man hours per day, and includes site inspections, paperwork, office time at Madison Heights City Hall and travel time from Troy to Madison Heights and back to Troy. The inspectors' travel time shall be minimized as much as possible, and therefore may be from City Hall or from an inspection site, whichever is closer.
4. The requirement to work approximately four hours per day is intended to be flexible to accommodate the needs of the Parties, and may be adjusted as needed by an informal and mutual agreement between TROY's Director of Building and Zoning and MADISON HEIGHTS' Community Development Department Director, or their designees or successors. However, it is intended that the overall average will remain at approximately four hours per day.
5. All code issues or interpretations, disputes, or any other issues arising from inspections performed in MADISON HEIGHTS shall be resolved solely by the Madison Heights Building Official or his designee.
6. Should it become necessary for a contract inspector to testify in court on MADISON HEIGHTS behalf, TROY shall make the inspector available at the time and place established by the court.

7. Subject to an annual adjustment of rates as provided in Paragraph 12, MADISON HEIGHTS shall pay TROY a flat monthly fee of \$2,200 for TROY to provide the above referenced mechanical and plumbing inspection services.
8. After the first three (3) months of this Agreement, the Parties agree to review the terms of the Agreement, including the required number of man hours that are required for the inspection services. If the Parties agree to amend the required time commitment for inspections, then there should also be a corresponding amendment to the amount of compensation. The Parties are not precluded from making amendments after this initial three (3) month period, as long as the proposed amendments are approved by each governing body.
9. This Agreement can be terminated by either Party for any reason, with a minimum thirty days written notice to the other Party.
10. MADISON HEIGHTS shall supply to TROY all printed materials that are required for plan review, pre-inspection, inspection and post-inspection reports for MADISON HEIGHTS.
11. TROY represents and agrees that all work for MADISON HEIGHTS under the terms of this Agreement shall be performed in accordance with all appropriate and applicable state and industry standards.
12. Annually, TROY shall review its personnel costs for its inspectors and any costs directly related to the ability of TROY to provide services under this Agreement. If a change in these costs requires an adjustment to the monthly flat fee for the inspection services, then TROY shall notify MADISON HEIGHTS in writing of the amount of the necessary change, and the reason(s) why the change is required. This notification shall be sent prior to December 1 of each year. The monthly flat fee shall then be adjusted, effective as of February 1 of the next year, and each monthly invoice shall reflect the adjusted flat fee, subject to the approval of MADISON HEIGHTS.
13. This Agreement shall remain in effect until terminated by either Party. If, upon termination, any of TROY's inspectors have paperwork or forms belonging to MADISON HEIGHTS, then each such document shall be delivered to MADISON HEIGHTS within ten days of the termination of the Agreement.
14. MADISON HEIGHTS will be invoiced on a monthly basis. Payment for all costs must be paid within thirty (30) days of the invoice date. Payments shall be mailed to: Mark Stimac, City of Troy Director of Building and Zoning, 500 W. Big Beaver Road, Troy, MI 48084.
15. MADISON HEIGHTS is not obligated under this Agreement to use the services of Troy exclusively and MADISON HEIGHTS is expressly allowed to seek other similar services on an as needed basis without violating this Agreement.
16. Upon receipt of notice of termination of the Agreement by MADISON HEIGHTS, TROY shall have thirty (30) days to fully invoice MADISON HEIGHTS for any

outstanding balances that have not previously been invoiced. MADISON HEIGHTS shall continue to be responsible for payment for the cost of services either invoiced prior to termination or performed by TROY before the termination of the Agreement.

17. The Parties agree that at all times and for all purposes under the terms of this Agreement, each Party's relationship to the other Party is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
18. All of the privileges and immunities from liability, and exemptions from laws ordinances and rules, and all pensions, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agency, or employees of any public agency or employees of any public agency when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.
19. MADISON HEIGHTS agrees to defend, pay on behalf of, indemnify, and hold harmless TROY, its elected and appointed officials, employees and others working for TROY on behalf of MADISON HEIGHTS, against any and all claims, demands, suits, or loss, including, and for any damages which may be asserted, claimed or recovered against or from TROY, its elected and appointed officials, employees, or others working for TROY on behalf of MADISON HEIGHTS, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with services performed for MADISON HEIGHTS in accordance with this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.
20. TROY shall indemnify, defend and hold harmless MADISON HEIGHTS from any and all claims of damage against MADISON HEIGHTS proximately caused by the gross negligence of Troy in the provision of services performed for MADISON HEIGHTS in accordance with this Agreement. To the extent this provision is triggered, this duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.
21. TROY acknowledges that it is currently issued with proper coverage and limits. TROY agrees to keep its current insurance, or insurance of a similar nature, in effect during all dates of inspection services for MADISON HEIGHTS. Upon requested by MADISON HEIGHTS, TROY shall provide a Certificate of Insurance as evidence of its coverage.
22. Within ten (10) days from the execution of this Agreement, MADISON HEIGHTS shall provide a Certificate of Insurance, acceptable to TROY, demonstrating that general liability coverage is available for any and all claims for personal injury or

property damage which are or might be caused by services preformed by TROY on behalf of MADISON HEIGHTS. MADISON HEIGHTS agrees to keep said insurance coverage in full force and effect for the term of this Agreement or any renewals thereof. MADISON HEIGHTS shall submit to the City of Troy Risk Management Department, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to TROY. Any Certificate(s) of Insurance shall name the City of Troy as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder.”

TROY may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within twenty (20) days of a request by TROY shall allow TROY to terminate the Agreement.

It shall be the responsibility of MADISON HEIGHTS to ensure that the City is provided with a new Certificate of Insurance acceptable to TROY before a Certificate of Insurance on file with the City’s Risk Management Department expires. A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically at any time such a lapse in coverage exists.

23. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of and which involves the personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the Parties agree to cooperate with one another in any investigation conducted by the other Party of any acts or performances of any services under this Agreement.
24. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transaction that occurred before termination of this Agreement, shall survive the termination.
25. Any written notice required or permitted under the Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all writing sent to TROY shall be sent to: City of Troy Director of Zoning and Building, 500 W. Big Beaver Road, Troy, MI 48084. All writing sent to MADISON HEIGHTS shall be sent to: Community Development Department Director, City of Madison Heights, 300 W. Thirteen Mile Road, Madison Heights, MI 48071.

26. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
27. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.
28. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
29. The Recitals shall be considered an integral part of this Agreement.
30. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
31. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all registrations, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Party shall furnish copies of any registrations, permits, licenses, certificates or governmental authorizations to the requesting Party.
32. No fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on this ____day of December 2008.

WITNESSES:

CITY OF MADISON HEIGHTS,

By: _____
Edward C. Swanson, Mayor

By: _____
Marilyn J. Haley, City Clerk

WITNESSES:

CITY OF TROY,

By: _____
Louise E. Schilling, Mayor

By: _____
Tonni Bartholomew, City Clerk



CITY COUNCIL REPORT

December 9, 2008

TO: Phillip L. Nelson, City Manager

FROM: Peggy E. Sears, Human Resources Director

SUBJECT: **AGENDA ITEM** – Contract Ratification – Troy Command Officers Association (TCOA) 2008-2011

Background:

- The City of Troy and TCOA entered into negotiations for a successor collective bargaining agreement that will replace the contract that expired June 30, 2008.
- The TCOA membership ratified a tentative agreement for a three-year collective bargaining agreement between the City of Troy and TCOA on December 4, 2008.
- This is the 12th collective bargaining agreement to be settled using the Interest-Based Bargaining (IBB) method.
- The IBB method has significantly reduced the amount of time spent negotiating, thus reducing costs and improving efficiency.
- The IBB method has favorably impacted the employee-employer relationship, thus contributing to effective and professional communications.
- A goal of City administration continues to be to bring consistency in, and reduce costs associated with, the benefit package provided to employees.

Financial Considerations:

- The proposed tentative agreement results in an average wage increase of 2.84% effective 7/1/08, 1.91% effective 7/1/09 and 1.91% effective 7/1/2010.
- Replacing retiree health insurance with a Retirement Health Savings (RHS) plan for employees promoting into the bargaining unit with an RHS will result in an annualized cost savings of approximately .2 % of payroll per year per retiree and is consistent with the plan provided for other employee groups.
- Replacing the \$5/\$10 prescription drug rider (PDR) with a \$10/\$20 PDR will result in an annualized cost savings of approximately 1.55% of payroll.

- Eliminating duplicate health insurance for employees who are married to each, and eliminating traditional Blue Cross coverage as a provider option, are consistent with the health insurance provisions for other employee groups.
- Negotiating the opportunity for members to participate in a Voluntary Separation DC to DB Plan, and assuming three employees who opt to separate employment under this Plan are not replaced, will result in an annualized savings of over 16% of payroll.
- Funds are budgeted and available in the 2008-09 budget and will be incorporated in the 2009-10 and 2010-2011 budgets.

Legal Considerations:

The TCOA membership ratified the tentative agreement on December 4, 2008.

Policy Considerations:

- Minimize the cost and increase the efficiency and effectiveness of City government by maintaining wage increases within the range of comparables and reducing the City's financial liability associated with health insurance for both employees and retirees (Goal II).
- Minimize the cost and increase the efficiency and effectiveness of City government by eliminating the necessity to call in additional command officers under certain conditions and eliminating the option of compensatory time (Goal II).
- Effectively and professionally communicate internally and externally by maintaining a fair and competitive total compensation package (Goal IV).

Options:

- City management supports and recommends approval of the tentative agreement for a three-year collective bargaining agreement between the City of Troy and TCOA for 2008-2011.

PROPOSED AGREEMENT SUMMARY
City of Troy and TCOA
2008-2011 Collective Bargaining Agreement

ISSUE

SOLUTION

Wages

- a. Three year contract with the following increases:
- | | <u>Sgt./Lt.</u> | <u>Captain</u> |
|-----------|-----------------|----------------|
| 7/01/2008 | 3.0% | 1.25% |
| 7/01/2009 | 2.0% | 1.0% |
| 7/01/2010 | 2.0% | 1.0% |
- b. If the police officers bargaining unit gets a higher percent increase over the same 3-year contract period through a voluntarily negotiated agreement, then the same percent increase will apply to the TCOA

Health Insurance

- a. \$10/\$20 prescription drug rider (PDR) replaces \$5/\$10 PDR for generic/brand name drugs
- b. Eliminate Traditional Blue Cross coverage as an option
- c. Eliminate dual coverage for employees who are married to each other; employees opting out will not be eligible for the cash-in-lieu payment

Retiree Medical Insurance

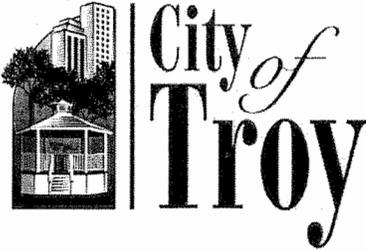
- a. Employees promoting into the bargaining unit with the Retiree Health Savings (RHS) plan will continue to participate in the RHS plan in lieu of retiree health insurance
- b. RM, RPS, PSA riders added to retiree health care (to be consistent with other units and reduce the number of health care plans being administered)
- c. \$5/\$10 PDR replaced with \$10/\$20 PDR consistent with current employees

Overtime

- a. Eliminate the option of compensatory time
- b. Eliminated the necessity to call in additional command officers for every five police officers that were called in to supplement an ongoing police operation

Miscellaneous:

- a. Cash payments replaced with direct deposit
- b. Shift premium paid bi-weekly instead of bimonthly
- c. Maintenance of disciplinary records streamlined
- d. Clarified definition of Final Average Compensation
- e. Psychological testing to be required for promotion to the rank of Sergeant only
- f. Assignment to Criminal Investigations Section to be made at the discretion of the Chief
- g. "Housekeeping" changes to correct dates, job titles, eliminate outdated language, etc.



CITY COUNCIL ACTION REPORT

December 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Asst. City Manager/Finance & Administration
 Brian P. Murphy, Asst. City Manager/Economic Development Services
 Steven J. Vandette, City Engineer *SV*

SUBJECT: Agenda Item – Cost Participation Agreement with Clawson
 Main Street (Livernois), Broadacre Avenue to Maple Road
 Project No. 07.102.5 and 07.502.5

Background:

- Main Street (Livernois Road in Troy) was reconstructed from just north of 14 Mile Road to Maple Road under the direction of the City of Clawson.
- The east side of Main Street, north of Elmwood, is within the City of Troy and as such 28.8% of the overall project cost plus the cost for water main replacement within these limits is the responsibility of Troy.
- The attached cost participation agreement formalizes the cost sharing of the non-federally funded portions of the project, along with Troy's share of the future loan payments.
- The City of Clawson submitted and received approval to use Local Jobs Today (LJT) funding through the Michigan Department of Transportation (MDOT), which allowed them to advance construct Main Street, in 2008, rather than waiting on federal funds programmed in 2011.
- By qualifying for LJT funding, MDOT pays the local match of the project costs up to 20% (capped at \$531,000 for this project) rather than the city.
- A low interest loan (4%) is provided by MDOT in lieu of the federal funds to allow the project to be advance constructed and MDOT is repaid in 2011 when the federal funds become available.
- Governor Granholm created the Local Jobs Today plan in March of 2006 to provide grants and loans to local agencies to take advantage of available federal transportation funding and stimulate growth through the creation of road construction related jobs.
- Troy recently reconstructed Stephenson Highway, from 14 Mile to I-75 under this same program.
- The design work and construction engineering for the Main Street project have been carried out by Clawson's consultant, Anderson, Eckstein and Westrick, Inc. (AEW).
- The scope of the project called for the complete removal of the existing pavement and construction of a new five (5) lane concrete pavement. Included with the project were drainage improvements, traffic signal improvements, ADA compliant sidewalk ramp replacements and water main replacement in Troy.
- The work started in May 2008 and the road is now open to traffic. Final clean up and restoration will take place in the spring of 2009.

Financial Considerations:

- The estimated construction cost is \$3,397,776.07 with a corresponding design fee of \$202,137.92 and construction engineering fee of \$310,000 for a total estimated project cost of \$3,909,913.99.
- Troy's share of the project is \$729,135.45.
- \$411,398.74 is for the installation of new 16" diameter water main, water main design and construction engineering associated with water main and is budgeted in the Water Fund, account number 591.537.555.7972.075025.
- The remaining \$317,736.71 is for non-water main, non-participating items (traffic signal work, design fees, construction engineering and administration) and is budgeted in the Major Road Fund, account number 401.447.479.7989.071025.
- Clawson's share of the project for the non-participating items is \$597,602.59.
- Federal and State funds of \$2,583,175.95 are used for the participating items of work within the parameters of the contract.
- Troy's share of the loan amount is based on actual payments to the contractor. Interest accrues at 4% of this amount from the date that it is paid. Loan payments are due annually in October until the federal funds have been converted by MDOT for reimbursement in 2011. Troy's share of future loan payments is estimated at \$57,000 (28.8%) and is budgeted in the Major Road Fund, account number 401.447.479.7989.071025.

Legal Considerations:

- The Cost Participation agreement, as submitted, is based on estimated costs, as is standard with most construction agreements. The city's actual cost is based on the actual cost incurred by the contractor's work within the parameters of the agreement.
- The format and content of the agreement is consistent with cost participation agreements approved on past projects.

Policy Considerations:

- Troy has enhanced the health and safety of the community. (Goal I)
- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues. (Goal II)

Options:

- Staff recommends that City Council approve the attached Cost Participation agreement between the City of Troy and the City of Clawson for the purpose of fixing the rights and obligations of each agency for the Main Street (Livernois), Broadacre to Maple reconstruction project. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

COST PARTICIPATION AGREEMENT

CONSTRUCTION, DESIGN, ENGINEERING & CONTRACT ADMINISTRATION

Main Street (Livernois Road)
Maple Road to Broadacre Avenue

In the
City of Clawson and City of Troy

MDOT Job No. STU 63459-100712

This Agreement, made and entered into this _____ day of _____, 2008, by and between the City of Clawson, hereinafter referred to as CLAWSON; and the City of Troy, hereinafter referred to as TROY; and

WHEREAS, CLAWSON and TROY have programmed the reconstruction of deteriorating concrete surfaces along Main Street (Livernois Road) between Maple Road and Lincoln Avenue, described in Exhibit "A", attached hereto and made a part hereof, which improvements involve roads under the jurisdiction of CLAWSON AND TROY, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, for purposes of identification and funding, the PROJECT has been divided into the described limitations:

PART A – FEDERAL AND/OR STATE PARTICIPATION

Construction is described as 0.94 mi of concrete pavement removal, station grading, aggregate base, miscellaneous sewer, drainage structure work, and concrete pavement on Main Street from Maple Road to Broadacre Avenue in the city of Clawson, Oakland County.; including pavement removal, earthwork, storm sewer, and all together with necessary related work. This work is eligible to receive federal and/or state funding.

PART B – NO FEDERAL OR STATE PARTICIPATION (Construction Costs)

The water main replacement and traffic signal work throughout the project, defined as the water main replacement from Elmwood to Maple (approximately 0.5 miles) and the traffic signals at the following intersections: Maple and Main Street; Park Drive & Main Street; Elmwood and Main Street; and LePla and Main Street. This work is ineligible to receive federal and/or state funding.

PART C – NO FEDERAL OR STATE PARTICIPATION (Design Fees)

The engineering design of the items described in parts A and B, above was performed by CLAWSON's engineering consultant Anderson, Eckstein & Westrick and CLAWSON's traffic signal design consultant Mansell Associates. This work is ineligible to receive federal and/or state funding.

PART D – NO FEDERAL OR STATE PARTICIPATION (Field Eng. & Contract Admin.)

Field engineering and contract administration services for the construction of the items described in Parts A and B above being performed by CLAWSON's consultants. This work includes construction staking, construction observation, contract administration and testing services. This work is ineligible to receive federal and/or state funding.

WHEREAS, CLAWSON has executed MDOT Contract 08-8035 for partial funding of the PROJECT cost with a Local Jobs Today Program Loan Contract and Grant; and

WHEREAS, a portion of said PROJECT cost involves certain designated and approved Federal Funding, financed through a loan with the Michigan Department of Transportation (MDOT) (80% of Construction Cost, estimated at \$2,583,175.95); and a State Local Jobs Today Grant (\$531,000).

TROY and CLAWSON's share of construction costs for the PROJECT, Part A - federally funded items is 28.8% and 71.2%, respectively (see Exhibit "A" attached). TROY and CLAWSON's share of construction costs for the PROJECT, Part B - non-participating items is estimated at \$565,319.06 and \$249,281.06, respectively as identified in Exhibit "A" attached; and

WHEREAS, a portion of said PROJECT cost (Part C and D) involves non-participating items where federal funding is not available for design, field engineering and contract administration fees. These costs are to be shared by CLAWSON and TROY as outlined in attached Exhibit "A". The estimated cost for design fees (Part C) for CLAWSON and TROY is \$111,451.52 and \$67,086.40, respectively. The estimated cost for field engineering and contract administration fees (Part D) for CLAWSON and TROY is \$127,601.52 and \$74,536.40, respectively.

Upon acceptance of this agreement, CLAWSON will submit an invoice to TROY for their proportionate share of costs incurred and paid to date by CLAWSON on behalf of TROY with regard to this PROJECT. Payment is to be made to CLAWSON within thirty days from receipt of said invoice.

WHEREAS, CLAWSON and TROY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between CLAWSON and TROY that:

1. CLAWSON and TROY approve of the PROJECT, declare its public necessity, and authorize the undertaking and completion of the PROJECT, as above described, and shall perform all engineering, inspection, and administration in reference thereto.
2. The actual total cost of the PROJECT shall include total payments to the contractor, preliminary and construction engineering, testing and inspection cost, temporary and permanent traffic controls, and right of way related costs, if applicable.
3. The estimated total PROJECT cost of \$3,909,913.99 shall be shared as identified in Exhibit "A".
4. The Local Jobs Today Grant Funds are a total amount not to exceed \$531,000.
5. CLAWSON's Local Jobs Today loan agreement has an interest rate of 4% annually with payments beginning upon payments made to contractors by MDOT on behalf of Clawson. TROY is responsible for their proportionate share of interest payments on the loan in the same proportion. CLAWSON will invoice TROY as applicable.
6. CLAWSON may submit an invoice to TROY, periodically, as additional costs accrue, after the initial payment has been expended.
7. Upon completion of the PROJECT, CLAWSON shall determine the actual total PROJECT cost, and submit an invoice to TROY for any adjustment in TROY's share of the actual total PROJECT cost, if any.
8. Upon receipt of said invoice(s), TROY shall pay to CLAWSON the full undisputed amount thereof, within thirty (30) days of such receipt.
9. TROY represents and warrants to CLAWSON that they have sufficient funds available to pay their obligations under this Agreement and shall pay to CLAWSON all sums due within 30 days of receipt of progress billings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

CITY OF CLAWSON

By _____

Its _____

By _____

Its _____

By _____

Its _____

CITY OF TROY

By _____

Its _____

By _____

Its _____

EXHIBIT A

PERCENT PARTICIPATION CALCULATION

Location	From	To	Total	% Clawson	% Troy	Clawson	Troy
Point of Beginning	15+27.79	36+40.74	2112.95	100%	0%	2,112.95	-
Elmwood	36+40.74	65+15.81	2727.5	50%	50%	1,363.75	1,363.75
Point of Ending Concrete	63+68.24	65+15.81	147.57	50%	50%	73.79	73.79
Point of Ending	65+15.81						
			4,988.02			3,550.49	1,437.54
Percent of Total Project						71.2%	28.8%

CONSTRUCTION COSTS (Parts A & B)

	% Clawson	% Troy	Federally Funded Items	Non-Participating Items	Clawson (Non- Part. Items)	Troy (Non-Part. Items)	Total Est. Construction Cost
A. Road Construction	71.2%	28.8%	\$ 2,583,175.95	\$ 57,385.62	\$ 40,858.56	\$ 16,527.06	\$ 2,640,561.57
B. Watermain	0.0%	100.0%		\$ 379,394.50	\$ -	\$ 379,394.50	\$ 379,394.50
C. Maple & Main Street Traffic Signal	50.0%	50.0%		\$ 83,905.00	\$ 41,952.50	\$ 41,952.50	\$ 83,905.00
D. Maple & Main Street Autoscope Cameras	0.0%	100.0%		\$ 40,000.00	\$ -	\$ 40,000.00	\$ 40,000.00
E. Park & Main Street Traffic Signal	50.0%	50.0%		\$ 70,525.00	\$ 35,262.50	\$ 35,262.50	\$ 70,525.00
F. Park & Main Street Autoscope Cameras	0.0%	100.0%		\$ 33,000.00	\$ -	\$ 33,000.00	\$ 33,000.00
G. Elmwood & Main Traffic Signal	75.0%	25.0%		\$ 76,730.00	\$ 57,547.50	\$ 19,182.50	\$ 76,730.00
H. City of Clawson LePla & Main Traffic Signal	100.0%	0.0%		\$ 73,660.00	\$ 73,660.00	\$ -	\$ 73,660.00
TOTAL EST. CONSTRUCTION COST			\$ 2,583,175.95	\$ 814,600.12	\$ 249,281.06	\$ 565,319.06	\$ 3,397,776.07
LESS JOBS TODAY GRANT							\$ 531,000.00
SUBTOTAL CONSTRUCTION COST							\$ 2,866,776.07

DESIGN FEES (Part C)

	% Clawson	% Troy	Total Est.	Clawson	Troy	Total Est.
Pavement Design	71.2%	28.8%	\$ 156,533.04	\$ 111,451.52	\$ 45,081.52	\$ 156,533.04
Watermain Design	0.0%	100.0%	\$ 22,004.88	\$ -	\$ 22,004.88	\$ 22,004.88
Soil Borings	71.2%	28.8%	\$ 6,475.00	\$ 4,610.20	\$ 1,864.80	\$ 6,475.00
SUBTOTAL			\$ 178,537.92	\$ 111,451.52	\$ 67,086.40	\$ 178,537.92
Traffic Signal Design:			Total Est.	Clawson	Troy	Total Est.
Main Street & LePla/Fisher Court (Clawson)	100%	0%	\$ 5,800.00	\$ 5,800.00	\$ -	\$ 5,800.00
Main Street & Elmwood (75/25)	75%	25%	\$ 5,800.00	\$ 4,350.00	\$ 1,450.00	\$ 5,800.00
Main Street & Park Drive (50/50)	50%	50%	\$ 5,800.00	\$ 2,900.00	\$ 2,900.00	\$ 5,800.00
Main Street & Maple Road (50/50)	50%	50%	\$ 6,200.00	\$ 3,100.00	\$ 3,100.00	\$ 6,200.00
SUBTOTAL			\$ 23,600.00	\$ 16,150.00	\$ 7,450.00	\$ 23,600.00
TOTAL EST. DESIGN FEES			\$ 202,137.92	\$ 127,601.52	\$ 74,536.40	\$ 202,137.92

FIELD ENGINEERING & CONTRACT ADMIN. (Part D)

	% Clawson	% Troy	Total Est.	Clawson	Troy	Total Est.
Construction Staking	71.2%	28.8%	\$ 60,000.00	\$ 42,720.00	\$ 17,280.00	\$ 60,000.00
Construction Observation	71.2%	28.8%	\$ 150,000.00	\$ 106,800.00	\$ 43,200.00	\$ 150,000.00
Contract Administration	71.2%	28.8%	\$ 60,000.00	\$ 42,720.00	\$ 17,280.00	\$ 60,000.00
Testing Services	71.2%	28.8%	\$ 40,000.00	\$ 28,480.00	\$ 11,520.00	\$ 40,000.00
TOTAL EST. FIELD ENG & CONTRACT ADMIN			\$ 310,000.00	\$ 220,720.00	\$ 89,280.00	\$ 310,000.00
TOTAL ESTIMATED COSTS			\$ 2,583,175.95	\$ 1,326,738.04	\$ 597,602.59	\$ 729,135.45
						\$ 3,909,913.99



CITY COUNCIL ACTION REPORT

December 1, 2008

TO: Phillip L. Nelson, City Manager

FROM: Charles T. Craft, Chief of Police

SUBJECT: Proposal to Require Fees for Preliminary Breath Tests Administered at the Troy Police Walkup Desk

Background

- For several years, the 52-4th District Court has required Preliminary Breath Tests (PBTs) from those who have pled to or have been found guilty of alcohol-related offenses. As of this writing, Troy Police walkup desk officers have administered these tests free of charge.
- The demand for tests has increased and as a result, creates a significant demand on police personnel at the walkup desk, particularly during holiday periods when the number of mandated PBTs rises significantly. At times, a second police officer must be called in from road patrol duties to assist the walkup desk officer.
- A survey of neighboring departments indicates that the average fee assessed for PBT tests is \$7.50, with fees ranging from no charge to \$20.00 per test.
- The Troy Police Department strives to be fiscally conscious and recognizes that it is both reasonable and appropriate to charge a fee to recover the time and the materials involved in the administration of PBTs. A fee in line with fees charged in neighboring communities is proposed: \$5.00 for residents of Troy and \$10.00 for non-residents.
- If the number of PBTs administered remains constant, it is estimated that PBT fees will result in additional annual revenue of approximately \$30,000.00.
- The Troy Police Department accelerated the development of this proposal in response to discussion at a recent City Council meeting regarding potential revenue enhancement/cost recovery items. Based on past experience, there is a high demand for PBT testing during holiday periods. It is likely that the higher demand for PBT administration will commence before December 25, 2008. Therefore, the Police Department recommends the adoption of **Option A**, below, which provides for an emergency revision to Chapter 60 in order to recover the significant costs expected to be incurred as a result of holiday-related administration of PBTs.

Financial Considerations

- A revenue fund will be created and all monies obtained as a result of PBT service will be deposited into the revenue account.

Legal Considerations

- The City Attorney's Office has reviewed and approves this proposal.

Policy Considerations

- The fee assessment for PBT administration is in furtherance of the City of Troy goal to minimize costs and increase the efficiency of City government.
- The fee assessment excludes PBTs issued pursuant to criminal investigations.

Options

- Option A: City management recommends an emergency amendment to Chapter 60 by implementing a fee schedule for Preliminary Breath Tests (PBTs) administered by the Police department effective immediately as indicated below:

\$5.00 – Troy residents
\$10.00 – Non-residents

- Option B: City management recommends amending Chapter 60 by implementing a fee schedule for Preliminary Breath Tests (PBTs) administered by the Police department effective December 25, 2008 as listed below:

\$5.00 – Troy residents
\$10.00 – Non-residents

OPTION A- EMERGENCY ORDINANCE EFFECTIVE IMMEDIATELY

CITY OF TROY
AN EMERGENCY ORDINANCE TO AMEND
CHAPTER 60 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 60, Section 60.03, of the Code of the City of Troy.

Section 2. Amendment

Chapter 60, Section 60.03 – Fee Schedule, shall be amended by adding the following items:

Police Services	FEE:
Administration of Preliminary Breath Test to Residents	\$ 5.00
Administration of Preliminary Breath Test to Non-Residents	\$10.00

Section 3. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 4. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 5. Effective Date

OPTION A- EMERGENCY ORDINANCE EFFECTIVE IMMEDIATELY

This Ordinance shall become effective immediately.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, ____.

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk

OPTION B- ORDINANCE AMENDMENT EFFECTIVE IN TEN DAYS

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 60 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

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Section 4. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 5. Effective Date

OPTION B- ORDINANCE AMENDMENT EFFECTIVE IN TEN DAYS

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, _____.

Louise E. Schilling, Mayor

Tonni Bartholomew, City Clerk



CITY COUNCIL ACTION REPORT

DATE: December 10, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Agreement of Understanding – The Village at Big Beaver Planned Unit Development (PUD 7), located at the southwest corner of Big Beaver and John R, Section 26

Background:

- City Council granted Final PUD Approval of PUD 7 at the June 18, 2007 Regular meeting.
- The project was approved to be constructed in two phases. Phase I included 62,545 square feet of retail stores and other commercial uses, located at the intersection of Big Beaver Road and John R Road and also fronting on Big Beaver Road. Phase II included a senior living facility to the south along John R Road with 120 independent living units and 80 assisted living units.
- A Temporary Certificate of Occupancy was issued by the Building Department, and the CVS is operating. Developer SAAAM-TROY, LLC has requested that the City grant a Final Certificate of Occupancy for the CVS Pharmacy.
- Phase II is not developed and Sunrise Development terminated its involvement with the developer and its Michigan office. The only Phase I use that has been constructed is the stand-alone 12,900 square foot CVS Pharmacy at the corner of Big Beaver and John R.
- Developer SAAAM-TROY LLC completed all Phase I improvements required under the PUD and Development Agreement, except for the following:
 1. Corner plaza feature;
 2. Big Beaver pedestrian plaza;
 3. Paving of parking area for retail buildings A, B, C and the “Bank”;
 4. Landscape for the remaining retail parking area;
 5. Big Beaver Road improvements;
 6. Pedestrian lighting along Big Beaver Road, John R, and the entry boulevard;
 7. Parking area lighting for the retail buildings which have not yet been constructed;
 8. Signalization improvements at the westerly most driveway entrance;
 9. Installation of 225’ section of sanitary sewer from manhole “G” to manhole “H” and monitoring manholes and 6” diameter service leads to retail A and the “Bank.”

- The developer proposes execution of the attached Agreement of Understanding, which will be executed by the developer and City. This will authorize the City Building Department to issue a Final Certificate of Occupancy to CVS Pharmacy.
- The Agreement designates the CVS Pharmacy component of the PUD as Phase 1 and the remaining retail components as Phase I(a). The developer remains responsible for completion of all of the proposed Phase I and Phase I(a) improvements. These responsibilities are listed in the attached Agreement of Understanding.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

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

Policy Considerations:

- The application is consistent with the following “Outcome Statements” as established at the July 1, 2008 special Council meeting:
 - II. Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.
 - III. Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world.

Options:

- City Council can approve the Agreement of Understanding.
- City Council can approve the Agreement of Understanding with modifications.
- City Council can deny the Agreement of Understanding.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

Attachments:

1. Maps.
2. Agreement of Understanding.

Prepared by RBS/MFM

cc: Applicant
File /PUD 7

G:\PUD's\PUD 007 Village at Big Beaver\CC Agreement of Understanding Memo 12 15 08.docx

AGREEMENT OF UNDERSTANDING

This Agreement dated _____, 2008, by and between SAAAM-TROY, LLC, a Michigan limited liability company, the address of which is 2100 E. Maple Road, Suite 200, Birmingham, Michigan 48009, (hereinafter referred to as “Developer” or “SAAAM”) and THE CITY OF TROY, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084, (hereinafter referred to as the “City”).

R E C I T A L S

A. Developer is the owner of certain real property located in the City of Troy containing approximately 15.04 gross acres on the southwest corner of John R and Big Beaver Roads (hereinafter referred to as “the Property”);

B. Developer and the City have entered into a Development Agreement for the Village at Big Beaver Planned Unit Development, (“PUD and Development Agreement”) consisting of Phase I being a retail development and Phase II, which was contemplated to be a senior living residential development;

C. Developer did undertake, develop and construct on Phase I, a CVS Pharmacy, (“CVS”) in accordance with the ordinance and requirements of the PUD ordinance and requirements of the City of Troy and the PUD and Development Agreement;

D. The CVS Pharmacy has been constructed as a stand alone, retail facility with egress and ingress to John R and Big Beaver with all utilities installed and energized, and has been approved by the City, which has issued a temporary certificate of occupancy;

E. SAAAM and CVS desire that a final certificate of occupancy be issued by the City for CVS;

F. Sunrise Development, the proposed developer and user for the Senior Living residential development has withdrawn and terminated its agreements with Developer to construct and operate a senior living facility at this time;

G. SAAAM is in the process of negotiating with other senior living developer operators to find a substitute developer of the senior living residential development, Phase II;

H. Due to the dramatic change in economics and the economy in the State of Michigan, many local and national tenants have withdrawn from the retail market and/or limited further development to the projects which have already been commenced;

I. At this time, SAAAM has completed and constructed all public infrastructure items required under the PUD and Development Agreement, except for the following:

1. Corner Plaza feature;
2. Big Beaver Pedestrian Plaza;
3. Paving of parking area for retail buildings A, B, C and the “Bank;”
4. Landscape for the remaining retail parking area;
5. Big Beaver Road improvements;
6. Pedestrian lighting along Big Beaver Road, John R, and the internal Boulevard lighting;
7. Parking area lighting for the retail buildings, which have not yet been constructed;
8. Signalization improvements at the westerly most driveway entrance;
9. Installation of 225’ section of sanitary sewer from manhole “G” to manhole “H” and monitoring manholes and 6” diameter service leads to retail “A” and the “Bank.” This has not yet been completed since the additional retail uses are unknown at this time, and therefore the sewer route and other needs cannot be ascertained at this time.
10. Two (2) water main connections at locations as indicated on the approved engineering plans if such have not been previously installed.

NOW THEREFORE, for One and 00/100 (\$1.00) Dollar and other valuable consideration, the Parties agree as follows:

1. Upon execution of this Agreement by the Parties, the Building Department of the City of Troy shall issue a Final Certificate of Occupancy to CVS Pharmacy.

2. It is acknowledged by SAAAM and agreed, that it shall remain responsible for the remaining improvements on Phase I, which shall be completed on the first to occur of the following events: when Phase I(a), being the remainder of retail on Phase I, is completed and/or when Phase II commences, and/or by December 16, 2013, whichever is sooner to occur;

3. SAAAM shall submit a request to the Planning Commission with a proposed revised site plan with sufficient detail for review and City Council consideration an amendment of the PUD, Development Agreement, Declaration of Restrictions, Reciprocal Easements and Restrictions, (the "Declaration of Restrictions") , and the site plan to reflect that Phase I, as it currently exists, is the CVS property and the improvements as already constructed, and Phase I(a) is the remaining undeveloped retail portion of Phase I, as defined in the PUD and Development Agreement. SAAAM shall submit said application within one hundred eighty (180) days this agreement is executed by the Parties;

4. SAAAM shall continue to keep in full force and effect all insurance and bonds, including a letter of credit, as required by the PUD and Development Agreement, and shall provide documentation of such continuing coverage upon the request of the City;

5. SAAAM may also submit a request to the Planning Commission for review and City Council consideration of an amendment to the PUD and Development Agreement to reflect alternative uses which may be additionally permissible in the Phase II area, which had been previously designated for use for senior living; SAAAM shall comply with the requirements set forth in the current City of Troy Zoning Ordinance; specifically Chapter 39, Sections 35.60.01,

Amendment of the Planned Unit Development, and 35.50.01, Conceptual Development Plan Approval, in applying for said amendment to the PUD, if applicable.

6. It is acknowledged that SAAAM will be responsible to pay for additional water main testing fees in the future for the other water lines when constructed by SAAAM since all of the waterlines have not yet been constructed;

7. SAAAM shall continue all soil erosion measures until development is complete in accordance with chapter 86 of the City of Troy Ordinance. Also, a revised soil erosion only plan is to be submitted to the City of Troy Engineering Department relating to the revised phasing;

8. SAAAM shall continue to maintain the screening or fencing which is erected to maintain dust and control access to the site until such time as the Parties agree otherwise in writing;

9. SAAAM shall continue to screen the piles of asphalt shavings to be used in roadbeds and top soil for curbs, and remove the front-end loader not in current use from the Property within thirty (30) days of the date this Agreement is executed by the Parties;

10. If SAAAM does not perform or complete its obligations set forth in the above Paragraphs 7, 8, and 9. (soil erosion measures, maintain screening or fencing, removal of heavy equipment) then upon thirty (30) days prior written notice and failure to correct and cure (weather permitting) the City is authorized to enter upon the Property, or cause its agents or contractors to enter upon the Property, and perform or complete said obligations. The reasonable cost of to perform or complete said obligations shall be borne exclusively by SAAAM, and may be secured by a lien on the Property, or by the City pursuing its lawful rights;

11. The Parties shall negotiate in good faith the terms and conditions of an Amendment to the PUD and Development Agreement, the Declaration of Restrictions and Site Plan, consistent with this Agreement.

Regular Meeting of the Troy City Council was held Monday, December 1, 2008, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:30 PM.

Dr. Bob Erickson, MD – Member of Kensington Community Church gave the Invocation and the Pledge of Allegiance to the Flag was given.

ROLL CALL

- Mayor Louise E. Schilling
- Robin Beltramini
- Cristina Broomfield
- David Eisenbacher
- Wade Fleming
- Mayor Pro Tem Martin Howrylak
- Mary Kerwin

CERTIFICATES OF RECOGNITION:

A-1 Presentations:

- a) On behalf of the City of Troy Employees' *Casual for a Cause* Program for the month of October, Julie Swidwinski, Community Affairs Assistant presented a check in the amount of \$601.25 to Nicole Reno for *Michigan Humane Society*.

CARRYOVER ITEMS:

- B-1 No Carryover Items**

PUBLIC HEARINGS:

- C-1 No Public Hearings**

POSTPONED ITEMS:

- D-1 No Postponed Items**

PUBLIC COMMENT: Limited to Items Not on the Agenda

Marvin Reinhardt

REGULAR BUSINESS:

- E-1 Appointments to Boards and Committees: a) Mayoral Appointments: Planning Commission b) City Council Appointments: Board of Zoning Appeals**

(a) Mayoral Appointments

Resolution #2008-12-356

Moved by Schilling

Seconded by Kerwin

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Planning Commission

Appointed by Mayor (9-Regular) – 3-Year Terms

Robert M. Schultz

Term Expires 12/31/2011

Thomas Strat

Term Expires 12/31/2011

Yes: All-7

MOTION CARRIED**(b) City Council Appointments**

Resolution #2008-12-357

Moved by Howrylak

Seconded by Fleming

RESOLVED, That Troy City Council hereby **APPOINTS** the following persons to serve on the Boards and Committees as indicated:

Board of Zoning Appeals

Appointed by Council (7 Regular) 3-Year Term

Edward Kempen

Unexpired Term 04/30/2010

Yes: All-7

MOTION CARRIED

E-2 Nominations for Appointments to Boards and Committees: Planning Commission**(a) Mayoral Nominations: (b) City Council Nominations: None brought forward****(a) Mayoral Nominations**

Resolution #2008-12-358

Moved by Schilling

Seconded by Beltramini

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Planning Commission

Appointed by Mayor (9-Regular) – 3-Year Terms

Donald L. Edmunds

Unexpired Term 12/31/2010

Yes: Broomfield, Fleming, Howrylak, Kerwin, Schilling, Beltramini

No: Eisenbacher

MOTION CARRIED

(b) City Council Nominations – No nominations brought forward

E-3 Bid Waiver: Bus Rental for Downhill Ski Program

Resolution #2008-12-359

Moved by Kerwin

Seconded by Fleming

WHEREAS, The City has utilized the services of the Troy School District buses for the Downhill Ski Program for the last nineteen (19 years); and

WHEREAS, It has been determined that the Troy School buses meet the Parks and Recreation Department's requirements for cancellation notice, availability of buses on both Friday and Saturday, bus capacity, and the pricing has been found to be in the City's best interest;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **WAIVES** formal bidding procedures and hereby **AWARDS** a contract to provide bus transportation for the Downhill Ski Program to the Troy School District for an estimated annual cost of \$26,500.00, at prices set by the Troy School District each year.

Yes: All-7

MOTION CARRIED

E-4 City of Troy Investment Policy and Establishment of Investment Accounts

Resolution #2008-12-360

Moved by Beltramini

Seconded by Kerwin

RESOLVED, That Troy City Council hereby **APPROVES** the investment policy and establishment of investment accounts outlined in the memorandum from John M. Lamerato, Assistant City Manager/Finance & Administration dated November 24, 2008, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

MOTION CARRIED

CONSENT AGENDA:

F-1a Approval of "F" Items NOT Removed for Discussion

Resolution #2008-12-361
Moved by Beltramini
Seconded by Eisenbacher

RESOLVED, That all items as presented on the Consent Agenda are hereby **APPROVED** as presented.

Yes: All-7

MOTION CARRIED

F-1b Address of "F" Items Removed for Discussion by City Council and/or the Public

F-2 Approval of City Council Minutes

Resolution #2008-12-361-F-2

RESOLVED, That Troy City Council hereby **APPROVES** the Minutes of the 7:30 PM Regular City Council Meeting of November 24, 2008 as submitted.

F-3 Proposed City of Troy Proclamation(s): None Submitted

F-4 Standard Purchasing Resolutions – None Submitted

F-5 Approval of Purchase Agreement and Acceptance of Permanent Public Utility Easement – Rochester Road Improvements, Torpey to Barclay – Project No. 99.203.5 – Parcel #4 – Sidwell #88-20-23-301-001 – The Helen S. Krawchuk Trust

Resolution #2008-12-361-F-5

RESOLVED, That Troy City Council hereby **APPROVES** the Agreement to Purchase Realty for Public Purposes between The Helen S. Krawchuk Trust, owners of property having Sidwell #88-20-23-301-001, and the City of Troy, for the acquisition of right-of-way for Rochester Road Improvements, Torpey to Barclay in the amount of \$96,100.00, plus closing costs; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Real Estate and Development Department to expend the necessary closing costs to complete this purchase according to the agreement; and

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** the Permanent Public Utility Easement in the amount of \$3,700.00 from The Helen S. Krawchuk Trust, owners of property having Sidwell #88-20-23-301-001; and

BE IT FINALLY RESOLVED, That Troy City Council hereby **DIRECTS** the City Clerk to record the Warranty Deed and Permanent Public Utility Easement with the Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

G-1 Announcement of Public Hearings:

- a) Rezoning Application – Proposed Office Building, South Side of Wattles, East of Rochester Road (1100 and 1120 E. Wattles), Section 23 – R-1C to O-1 (File Number Z-732) – December 15, 2008
 - b) Rezoning Application – Proposed Maple Business Center, North Side of Maple, East of Castleton (2795 E. Maple), Section 25 – R-1E to B-1 (File Number Z-733) – December 15, 2008
 - c) Concept Development Plan Approval – BBK Mixed Use Project – Northeast Corner of Big Beaver and Kilmer, Section 22, Currently Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) District – December 15, 2008
Noted and Filed
-

G-2 Memorandums: None Submitted

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

H-1 No Council Referrals

COUNCIL COMMENTS:

I-1 No Council Comments

REPORTS:

J-1 Minutes – Boards and Committees:

- a) Library Advisory Board/Draft – October 9, 2008
 - b) Board of Zoning Appeals/Final – October 21, 2008
 - c) Special Joint Meeting Birmingham Planning Board and Troy Planning Commission/Draft – October 29, 2008
 - d) Planning Commission/Draft – November 11, 2008
 - e) Board of Zoning Appeals/Draft – November 13, 2008
Noted and Filed
-

J-2 Department Reports:

- a) Purchasing Department – Final Reporting – BidNet On-Line Auction Services – September and October, 2008
 - b) Quarterly Financial Report – September 30, 2008
Noted and Filed
-

J-3 Letters of Appreciation:

- a) Letter of Thanks to Chief Craft from Harlan Elementary PTA President Shannon Ryan
 - b) Letter of Thanks to Chief Nelson from Stacy Pilut, Raintree Homeowners Association
- Noted and Filed
-

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

STUDY ITEMS:

- K-1 Preliminary Discussion No. 3 of the 2009/10 Budget – Potential Revenue Enhancements and Expenditure Reductions

PUBLIC COMMENT: Address of “K” Items

CLOSED SESSION:

L-1 No Closed Session

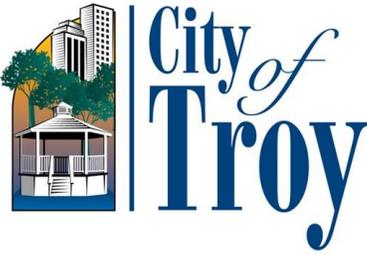
The meeting **RECESSED** at 7:49 PM.

The meeting **RECONVENED** at 7:56 PM.

The meeting **ADJOURNED** on Tuesday, December 2, 2008 at 12:00 AM.

Louise E. Schilling, Mayor

Tonni L. Bartholomew, MMC
City Clerk



CITY COUNCIL ACTION REPORT

December 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: Mary Redden, Administrative Assistant to the City Manager

SUBJECT: Standard Purchasing Resolution #10: Travel Authorization and Approval to Expend Funds for Council Member Travel Expenses – Michigan Municipal League’s Capital Conference 2009

Background:

- The Michigan Municipal League’s annual Capital Conference is scheduled for March 3 – 4, 2009 at the Lansing Center.

Financial Considerations:

- Funds are available in City Council’s *Education and Training* account, number 102.7960.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- Council member attendance of educational conferences potentially impacts all of the established goals and objectives for the City.

Options:

- Staff requests authorization and approval to expend funds on travel expenses for Council members interested in attending the 2009 Capital Conference.

Michigan Municipal League
PO Box 1487
Ann Arbor, MI 48106-1487

Capital Conference

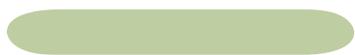
FIRST CLASS MAIL

FIRST CLASS
US POSTAGE
PAID
PERMIT NO. 492
ANN ARBOR, MI



Capital Conference 2009

March 3-4, 2009 Lansing Center, Lansing



What do you get when the League puts a couple hundred community leaders, a sea of freshman and veteran lawmakers and top-notch policy experts together at one conference?

You're about to find out . . .



Capital
Conference
2009

March 3-4, 2009
Lansing Center, Lansing



michigan municipal league

General Information

Conference Registration

The Conference registration will be open from noon to 6:00 pm on Tuesday, March 3. The registration area will be located in the center hallway of the Lansing Center, between Halls B and C. Registration on Wednesday, March 4, will begin at 7:30 am.

Parking

Parking is available at all city parking structures at a rate of \$2.00 per hour. Due to the automation of all municipal parking in Lansing, the League will no longer be able to validate parking.

Michigan Women in Municipal Government

Eggs & Issues Breakfast

Date: Wednesday, March 4, 2009

Time: 7:45-8:45 am

Location: Lansing Center

Cost: \$25

This event presents an opportunity for local government officials to share ideas and solutions and to hear updates on issues pertinent to municipalities.

Use the Delegate Registration Form to reserve your ticket. Tickets must be paid for in advance.

Capital Reception

Date: Wednesday, March 4, 2009

Time: 4:30-7:00 pm

Location: League Capital Office

This year's legislative reception will be held in the League's Capital Office, located across the street from the Capitol, right in the heart of downtown Lansing. The reception will be held throughout the office building showcasing a glass-enclosed atrium with a breathtaking view of the Capitol dome. Come join the fun with your colleagues and explore our Lansing facility!

Agenda At A Glance

Tuesday, March 3, 2009

10:00 am-1:00 pm	MML Board of Trustees Meeting & Lunch at League's Capital Office
Noon-6:00 pm	Conference Registration
2:00-4:00 pm	Legislative Governance Committee Meeting
4:00-5:00 pm	Capital Conference Welcome
5:00-7:30 pm	MML Liability & Property Pool Capital Conference Kick-Off Party

Pre-Conference Workshops

9:00 am-Noon	Essential Skills for Elected Officials
9:00 am-4:00 pm	Saving Money Through Risk Management
9:00 am-5:00 pm	Michigan Association of Municipal Attorneys (MAMA) 22nd Annual Advanced Institute
1:00-4:00 pm	Making Michigan a Box Office Hit

Wednesday, March 4, 2009

7:30 am	Conference Registration Open
7:45-8:45 am	Continental Breakfast in Exhibit Hall Michigan Women in Municipal Government Eggs & Issues Breakfast
7:45-8:45 am	Legislative Director's Breakfast
7:30 am-3:15 pm	Spring Expo Open
9:00-10:00 am	General Session
10:00-10:15 am	Break
10:15-11:30 am	Concurrent Sessions
11:30-12:00 pm	Networking Break in Exhibit Hall Michigan Black Caucus of Local Elected Officials Meeting
12:00 pm-1:15 pm	Luncheon
1:30-2:45 pm	Concurrent Sessions
2:45-3:15 pm	Networking Break in Exhibit Hall
3:15-4:30 pm	State & Federal Affairs Update
4:30-7:00 pm	Reception at League's Capital Office

*MML Insurance Programs Support Capital Conference

If your community is a member of the Fund and or Pool, MML Liability and Property Pool and Workers' Compensation Fund members are eligible for a \$50 discount on the Conference registration fee. For questions about the MML Pool and Fund membership please contact Jennifer Orr at jorr@mml.org or 800-653-2483.

** Alcoa Community Special

The Michigan Municipal League Foundation (MMLF) has received a grant from the Alcoa Foundation to be used for training local elected officials in the village of Mattawan, city of Farmington Hills, city of Traverse City, and Village of Eau Claire city and village officials in Ottawa and Muskegon counties. The mission of the Alcoa Foundation is to actively invest in the quality of life in Alcoa communities worldwide.

Student Agenda

10:00 am	Welcome
10:15 am	Mock Council Session
11:30 am	Lunch
1:00 pm	Insider's Tour of the Capitol
2:00 pm	Adjourn

Student Delegates

You are encouraged to bring students ages 15-19 from your community, to the Capital Conference. Through the generosity of the Michigan Municipal League Foundation's George D. Goodman Scholarship Fund, the attendance fee for student delegates has been waived.

Not only do we have a program tailored to the students, they also have the option of attending sessions on the regular agenda, or a combination of both. In providing students their own agenda for the day, we hope to give them a better understanding of how local and state government work and work together.

The supervision of students and arrangements for travel and lodging (including associated costs) are the responsibility of the host municipality, school or organization. Students may not attend unsupervised.

Register students by completing the Student Registration Form. Please complete only one form per attendee, but feel free to make as many copies as necessary.



Housing Reservation Process

Housing reservations will only be accepted at the headquarters hotel for registered Conference attendees. Fax the housing form with your personalized registration code to the hotel. A confirmation email containing your registration information, Conference username and password, a link to the housing form and your personalized code, will be sent within 48 hours of the League receiving your Conference registration form.

Headquarters Hotel

The Radisson Hotel, Lansing

See the reservation form at www.mml.org

111 North Grand Ave., Lansing, MI 48933

Phone: 517-482-0188 Fax: 517-487-6646

Flat Rate, \$129 (plus 7% city occupancy, 6% state sales tax and \$10 per night valet parking fee). After February 2, 2009 reservations accepted on space available basis only.

Sheraton Hotel, Lansing

Contact the hotel directly for reservations

925 S. Creyts Rd., Lansing, MI 48917

Phone: 517-323-7100; Fax: 517-323-2180

Single, double, triple and quad \$99 (plus 6% room assessment and 6% state sales tax). After February 10, 2009 reservations accepted on space available basis only.

State Taxes

To avoid having to pay state taxes on your hotel room, bring your proof of tax exempt status with you to the hotel.

- Pay your hotel bill with a check from your municipality or with a credit card that has your municipality's name on it.
- If you pay with a personal credit card or cash, your room will not be tax exempt.

2009 MML Capital Conference

Lansing Center, Lansing – Tuesday, March 3, 2009

Pre-Conference Education Program Registration Form

MUNICIPALITY or FIRM

LAST NAME

FIRST NAME

TITLE

BILLING ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL REQUIRED (Please print clearly. Confirmations sent via email)

Would you like to receive more training information from the MML by email? Yes No

FEES—EARLY REGISTRATION (if received by February 17)	MML Member	Nonmember	MML Fund or Pool Member	Alcoa Rate
<input type="checkbox"/> Essential Skills for Elected Officials (09C-01)	\$115	\$160	\$115	\$40
<input type="checkbox"/> Saving Money Through Risk Management (09C-02)	\$115	\$160	\$10	\$40
<input type="checkbox"/> Making Michigan a Box Office Hit (09C-03)	\$70	\$125	\$70	\$30
<input type="checkbox"/> Michigan Association of Municipal Attorneys Advanced Institute (09C-04)	\$115	\$160	\$115	\$40

FEE FROM TABLE ABOVE\$ _____

LATE FEE (if received after February 17) add \$35\$ _____

TOTAL FEE\$ _____

PAYMENT INFORMATION

- Check Enclosed (Payable to Michigan Municipal League)
- Credit Card: MasterCard Visa American Express

NUMBER

EXPIRATION DATE

NAME ON CREDIT CARD

SIGNATURE

TO REGISTER

1. Fax form to 734-662-6939, then
2. If paying by check please mail this form along with a check payable to the Michigan Municipal League, PO Box 7409, Ann Arbor, MI 48107-7409.
3. Credit card payments may be faxed or mailed to Michigan Municipal League, PO Box 7409, Ann Arbor, MI 48107-7409.

Pre-Conference Education Programs

Essential Skills for Elected Officials

Tuesday, March 3, 2009

This session is not only for those recently elected, but for every elected official who wants to serve his or her municipality more effectively. This day-long session can clarify many of the questions that you have had since you assumed office, and it covers basic information about the responsibilities of your office. At this session you will be able to network with many new and experienced elected officials. Topics such as conducting meetings the Open Meetings Act, and the Freedom of Information Act will be covered. Upon completion of the program attendees will:

1. Be able to cite provisions of the Freedom of Information Act that regulates and sets requirements for the disclosure of public records (including the exceptions and rationale for nondisclosure under certain circumstance).
2. Be able to identify the issues affecting local government in the state Legislature and of the importance of lobbying to assure the advocacy of local government interests.
3. Be able to schedule and conduct meetings within the guidelines of the Open Meetings Act.
4. List the tips to work with the media so that the local government message is accurately conveyed to the public.
5. Explain the laws that affect ethical standards for public officials at the state level and the reason for their importance.
6. Use the procedures and tips given to conduct an effective and time-efficient meeting. (09C-01)

- Check-in 8:30 am; Begin 9:00 am; Lunch; Adjourn 4:00 pm
- Lansing Center, Lansing 517-483-7400
- Speakers: A panel of experienced speakers
- Credits: CEU .6, EOA 6

Saving Money Through Risk Management

Tuesday, March 3, 2009

Come and learn how Risk Management can save you money. It's within your control! A solid Risk Management plan will enable you to enhance safety, minimize lawsuits, meet regulatory compliance standards, improve business decisions, and enhance asset management. Attendees will view a PowerPoint presentation, see examples of case studies, and have the opportunity to ask questions about the information provided. At the end of the program,

2009 Capital Conference

participants will be able to determine the true cost of accidents, analyze insurance options, and evaluate the causes of loss so that you can implement change to mitigate future claims. (09C-02)

- Check-in 8:30 am; Begin 9:00 am; Lunch; Adjourn 4:00 pm
- Lansing Center, Lansing 517-483-7400
- Speakers: A panel of experienced speakers
- Credits: CEU .6, EOA 6, CC3

Making Michigan a Box Office Hit

Tuesday, March 3, 2009

Lights, Camera, Action—Recently approved tax incentives have given Michigan communities a leg-up in the movie-making business. Learn how to capitalize on economic development opportunities associated with Hollywood. After attending this event community leaders will know how to register their communities with the film office; market their community as a movie making hot-spot; develop a streamlined permit process; and explain to others the positive economic impact the industry has on other communities. (09C-03)

- Check-in 12:30 pm; Begin 1:00 pm; Adjourn 4:00 pm
- Lansing Center, Lansing 517-483-7400
- Speakers: A panel of experienced speakers
- Credits: CEU .3, EOA 3, CC6

Michigan Association of Municipal Attorneys 23rd Annual Advanced Institute

Tuesday, March 3, 2009

Stay current on the latest legal issues affecting Michigan local governments. Attendees will hear various presentations from several experts who will review recent court decisions and legislation, challenges being faced, strategies and examples. The program will conclude with a cracker-barrel session at which the attorneys are asked to bring their quandaries and their successes. This is a perfect opportunity to "meet and greet" your colleagues while you network and exchange ideas and experiences. You will leave this session with a better understanding of current legal issues and the impact they will have on the municipalities you represent. You will be able to identify solutions to these questions. (09C-04)

- Check-in 8:30 am; Begin 9:00 am; Lunch; Adjourn 5:00 pm
- Lansing Center, 517-483-7400
- Speaker: A Panel of Experienced Speakers
- Credits: CEU .7, EOA 7



michigan municipal league

2009 MML Capital Conference Lansing Center - March 3-4, 2009

Delegate Registration Form - WEB

Registration Information

Municipality:	
Name:	
Nickname:	Title:
Address:	
City, ST, Zip:	
Phone:	Fax:
Email for Confirmation: (Hotel Housing Code will be sent to this address)	

Registration Type Price

Special Rates (for MML Members only)

- *Risk Management Member (\$100).....\$ _____
For more information, see the section on Registration Procedures.
- **Alcoa Community (\$75).....\$ _____
For more information, see the section on Registration Procedures.

Member Rates:

- Early Bird Rate, through 02/09/09 (\$150).....\$ _____
- Regular Rate, after 02/09/09 (\$185).....\$ _____

Nonmember Rate

- Non member Attendee (\$255).....\$ _____

Guest Rate

- Guest Attendee (\$50 before 02/09/09; \$60 after 02/09/09).....\$ _____

Guest Name: _____

Additional Activities

- Michigan Women in Municipal Government Breakfast (\$25).....\$ _____
- I am a First-Time Attendee\$ _____

Special Accommodations

- I require special accommodations/meal arrangements. Please describe:
- My guest requires special accommodations/meal arrangements. Please describe:

Payment Information

- Check** payable to the Michigan Municipal League
(Fax completed form to 734-662-6939, then send form with payment to:
Michigan Municipal League PO Box 7409 Ann Arbor, MI 48107-7409)
- Credit Card** (Visa, MasterCard, American Express)
(Fax completed form with credit card information to: 734-662-6939)

Card Number: _____

Exp. Date: _____

Name on Card: _____

Signature: _____

Registration Questions? Please call 734-669-6371 or email registration@mml.org

Registration Procedures

Registration Fee

The registration fee includes all educational sessions, handouts, refreshment breaks, lunch receptions, and Expo access. Additional registration fees apply for pre-conference events.

Cancellation Policy

All cancellations must be submitted in writing and are subject to a \$60.00 cancellation fee. No refunds will be given for cancellation requests received after Friday, February 27, 2009. Email cancellation requests to registration@mml.org or fax them to 734-662-6939

Persons with Disabilities and Special Needs

If you require special arrangements, including a special diet, please check the Special Accommodations box on the registration form and describe how we may assist you. If necessary, a League representative may contact you for further information.

Anti-Discrimination Policy

The League will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, familial status, height, weight, disability, or political beliefs.

Educational Credit Policy

If you arrive late for a program, have to leave early, or do not participate in program activities, your educational credits will be adjusted accordingly.



michigan municipal league

2009 MML Capital Conference
Lansing Center - March 3-4, 2009

Student Registration Form

Chaperone Name: _____

Organization Name: _____

Chaperone Phone #: _____

Students:		
Name	Nickname	Special Needs *
1		
2		
3		
4		
5		

* If a student attendee requires special accommodations related to facility access, communication, and/or diet, please describe the requirement in the appropriate box above. We are not able to accommodate such requests on site.

Registration Instructions

Please fax this registration form with your Capital Conference Delegate Registration form to 734-662-6939 or mail with your payment to: Michigan Municipal League, PO Box 7409 Ann Arbor, MI 48107-7409





CITY COUNCIL ACTION REPORT

December 2, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

SUBJECT: Standard Purchasing Resolution 1: Award to Low Bidders – Water System Materials

Background

- On November 12, 2008, bid proposals were received to furnish one-year requirements of water system materials.
- 184 vendors were notified via the MITN system with six (6) companies responding and one statement of no bid received.
- All items recommended represent the lowest bidder for each item.
- Estimated quantities of materials shall be purchased at quoted unit prices, and ordered on an as needed basis.

Financial Considerations

- Funds are available in the Water Division Operating Budget.

Legal Considerations

- ITB-COT 08-37, Water System Materials was competitively bid in accordance with Chapter 7 of the City Code, and opened with six bidders responding.

Policy Considerations

- Troy enhances the health and safety of the community through regular maintenance of the City's water and sewer system. (Outcome Statement I & II)

Options

- City management recommends awarding contracts to the following low bidders: East Jordan Iron Works of Oak Park, MI; Gunners Meters & Parts of Pontiac, MI; SLC Meter Service, Inc of Davisburg, MI and HD Supply Waterworks of Shelby Township, MI for an estimated total cost of \$25,158.52, \$86,765.00, \$15,083.80 and \$4,902.00 respectively, at unit prices contained in the bid tabulation opened November 12, 2008.

VENDOR NAME:			ISCO Industries		Cambridge Brass Inc	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #1			NO BID		NO-BID	
1	200	CURB BOX ITEMS 2 X 1 1/2" BLACK BUSHING	\$ -	\$ -	\$ -	\$ -
2	500	2" MINNEAPOLIS CURB BOX W/STEMS	\$ -	\$ -	\$ -	\$ -
3	50	2" Curb Box (Mueller #H10300-99002)	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Blank		Blank	
MODEL			Blank		Blank	
ITEM #2			NO BID		NO-BID	
1	350	CORPORATION STOPS 1" CORPORATION STOPS w/nuts	\$ 22.30	\$ 7,805.00	\$ 22.43	\$ 7,850.50
2	100	1 1/2" CORPORATION STOPS w/nuts	\$ 60.35	\$ 6,035.00	\$ 60.75	\$ 6,075.00
3	100	2" CORPORATION STOPS w/nuts	\$ 104.30	\$ 10,430.00	\$ 105.02	\$ 10,502.00
MANUFACTURER			Cambridge - No Lead		Cambridge Brass, Inc	
MODEL			No-Lead		301,302 Series	
ITEM #3			NO BID		NO-BID	
1	350	CURB STOPS (Ball Valve Type) 1" CURB STOPS w/nuts	\$ 46.20	\$ 16,170.00	\$ 46.49	\$ 16,271.50
2	100	1 1/2" CURB STOPS w/nuts	\$ 99.10	\$ 9,910.00	\$ 99.77	\$ 9,977.00
3	100	2" CURB STOPS w/nuts	\$ 156.45	\$ 15,645.00	\$ 157.52	\$ 15,752.00
MANUFACTURER			Cambridge - No Lead		Cambridge Brass, Inc	
MODEL			No-Lead		262 Series	
ITEM #4			NO-BID		NO-BID	
1	2	FULL CIRCLE REPAIR CLAMPS 3" X 7 1/2" Range 3.73-4.00 -Single Band	\$ -	\$ -	\$ -	\$ -
2	10	6" x 15" Range 6.84-7.64	\$ -	\$ -	\$ -	\$ -
3	10	8" x 12" FS2 Tapped OD 8.99-9.79	\$ -	\$ -	\$ -	\$ -
4	6	12" x 12 1/2" FS2 Tapped 13.20 - 14.00	\$ -	\$ -	\$ -	\$ -
5	6	12" x 15" FS2 Tapped 13.65-14.45	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Blank		Blank	
MODEL			Blank		Blank	
ITEM #5			NO BID		NO-BID	
1	100	BRASS FITTINGS 1" Copper to Copper Union w/nuts	\$ 15.05	\$ 1,505.00	\$ 15.12	\$ 1,512.00
2	100	1 1/2" Copper to Copper Union w/nuts	\$ 41.60	\$ 4,160.00	\$ 41.88	\$ 4,188.00
3	100	2" Copper to Copper Union w/nuts	\$ 67.90	\$ 6,790.00	\$ 68.34	\$ 6,834.00
4	100	1" x 90 Degree bend non-swivel less nuts	\$ -	\$ -	\$ -	\$ -
5	100	2" x 90 Degree bend non-swivel less nuts	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Cambridge - No Lead		Cambridge Brass, Inc	
MODEL			No-Lead		118 Series	
ITEM #6			NO BID		NO-BID	
<u>AC/Ductile Iron Pipe</u>						
1	40	1" x 8" Tap Saddle	\$ 74.90	\$ 2,996.00	\$ 75.41	\$ 3,016.40
2	20	2" x 8" Tap Saddle	\$ 85.85	\$ 1,717.00	\$ 86.43	\$ 1,728.60
3	40	1 1/2" x 12" Tap Saddle	\$ 122.50	\$ 4,900.00	\$ 123.33	\$ 4,933.20
4	40	2" x 12" Tap Saddle	\$ 124.70	\$ 4,988.00	\$ 125.55	\$ 5,022.00
<u>Ductile Iron Pipe</u>						
5	20	1" x 16" DI Tap Saddle	\$ -	\$ -	\$ -	\$ -
6	40	1 1/2 x 16" DI Tap Saddle	\$ -	\$ -	\$ -	\$ -
7	30	2" x 16" DI Tap Saddle	\$ -	\$ -	\$ -	\$ -
<u>Concrete Steel Pipe</u>						
8	10	2" x 16" Service Saddle	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Cambridge - No Lead		Cambridge Brass, Inc	
MODEL			No-Lead		810 Series	

VENDOR NAME:			ISCO Industries		Cambridge Brass Inc	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #7			NO-BID		NO-BID	
1	2	18" D-BOX BOTTOM SECTION	\$ -	\$ -	\$ -	\$ -
2	20	24" D-BOX BOTTOM SECTION	\$ -	\$ -	\$ -	\$ -
3	12	D-BOX RISER - SCREW IN TYPE 12"	\$ -	\$ -	\$ -	\$ -
4	20	D-BOX TOP - SECTION 16"	\$ -	\$ -	\$ -	\$ -
5	20	D-BOX TOP - SECTION 26"	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Blank		Blank	
MODEL			Blank		Blank	
ITEM #8			NO-BID		NO-BID	
1	12	6" x 7 1/2 MJ DI Solid Sleeve	\$ -	\$ -	\$ -	\$ -
2	4	12" MJ Split Rings	\$ -	\$ -	\$ -	\$ -
3	6	12" MJ Rings	\$ -	\$ -	\$ -	\$ -
4	1 length	24" Class 54 Ductile Iron Pipe	\$ -	\$ -	\$ -	\$ -
MANUFACTURER			Blank		Blank	
MODEL			Blank		Blank	
ITEM #9			NO BID		NO-BID	
DISCOUNT			Blank		Blank	
Parts Price List			Blank		Blank	
Dated			Blank		Blank	
ESTIMATED TOTAL AWARDED ITEMS:			N/A		N/A	
CONTACT INFORMATION:			8:30 AM to 4:30 PM		8 AM to 4:30 PM M - F	
Hrs of Operation			517-898-4190		Blank	
24 Hr Phone No.			Net 30 Days		Net 30 Days	
PAYMENT TERMS:			Per Manufacturer		Blank	
WARRANTY:			After Receipt of Release		5 - 7 Business Days	
DELIVERY:			N/A		Blank	
EXCEPTIONS:						
ACKNOWLEDGEMENT: Signed - Y or N			Yes		Yes	

PROPOSAL: One-Year Requirements of Water System Materials

ATTEST:

Diane Fisher
Emily Frontera
Linda Bockstanz

HIGHLIGHTED TYPE DENOTES LOW BIDDERS

Susan Leirstein CPPB
 Purchasing Director

VENDOR NAME:			East Jordan Iron Works		Gunnars Meters & Parts	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #1 CURB BOX ITEMS						
1	200	2 X 1 1/2" BLACK BUSHING	\$ 2.75	\$ 550.00	\$ 1.85	\$ 370.00
2	500	2" MINNEAPOLIS CURB BOX W/STEMS	\$ 26.38	\$ 13,190.00	\$ 26.75	\$ 13,375.00
3	50	2" Curb Box (Mueller #H10300-99002)	\$ -	\$ -	\$ 29.90	\$ 1,495.00
		MANUFACTURER	A Y McDonald		A Y McDonald	
		MODEL	5613		5613 - 5611	
ITEM #2 CORPORATION STOPS						
1	350	1" CORPORATION STOPS w/nuts	\$ 26.07	\$ 9,124.50	\$ 21.00	\$ 7,350.00
2	100	1 1/2" CORPORATION STOPS w/nuts	\$ 83.29	\$ 8,329.00	\$ 57.90	\$ 5,790.00
3	100	2" CORPORATION STOPS w/nuts	\$ 138.13	\$ 13,813.00	\$ 100.00	\$ 10,000.00
		MANUFACTURER	A Y McDonald		A Y McDonald	
		MODEL	4701		4701	
ITEM #3 CURB STOPS (Ball Valve Type)						
1	350	1" CURB STOPS w/nuts	\$ 57.20	\$ 20,020.00	\$ 43.50	\$ 15,225.00
2	100	1 1/2" CURB STOPS w/nuts	\$ 126.53	\$ 12,653.00	\$ 93.50	\$ 9,350.00
3	100	2" CURB STOPS w/nuts	\$ 201.40	\$ 20,140.00	\$ 151.50	\$ 15,150.00
		MANUFACTURER	A Y McDonald		A Y McDonald	
		MODEL	6104		6104	
ITEM #4 FULL CIRCLE REPAIR CLAMPS						
			NO-BID			
1	2	3" X 7 1/2" Range 3.73-4.00 -Single Band	\$ -	\$ -	\$ 82.00	\$ 164.00
2	10	6" x 15" Range 6.84-7.64	\$ -	\$ -	\$ 170.00	\$ 1,700.00
3	10	8" x 12" FS2 Tapped OD 8.99-9.79	\$ -	\$ -	\$ 195.00	\$ 1,950.00
4	6	12" x 12 1/2" FS2 Tapped 13.20 - 14.00	\$ -	\$ -	\$ 300.00	\$ 1,800.00
5	6	12" x 15" FS2 Tapped 13.65-14.45	\$ -	\$ -	\$ 325.00	\$ 1,950.00
		MANUFACTURER	Blank		Ford	
		MODEL	Blank		FS2	
ITEM #5 BRASS FITTINGS						
1	100	1" Copper to Copper Union w/nuts	\$ 17.58	\$ 1,758.00	\$ 13.20	\$ 1,320.00
2	100	1 1/2" Copper to Copper Union w/nuts	\$ 48.25	\$ 4,825.00	\$ 36.00	\$ 3,600.00
3	100	2" Copper to Copper Union w/nuts	\$ 78.74	\$ 7,874.00	\$ 58.50	\$ 5,850.00
4	100	1" x 90 Degree bend non-swivel less nuts	\$ -	\$ -	\$ 15.00	\$ 1,500.00
5	100	2" x 90 Degree bend non-swivel less nuts	\$ -	\$ -	\$ 95.00	\$ 9,500.00
		MANUFACTURER	A Y McDonald		A Y McDonald	
		MODEL	4758		4758	
ITEM #6 BRONZE TAPPING SADDLES w/cc THREADS						
		<u>AC/Ductilie Iron Pipe</u>				
1	40	1" x 8" Tap Saddle	\$ 155.18	\$ 6,207.20	\$ 72.50	\$ 2,900.00
2	20	2" x 8" Tap Saddle	\$ 155.18	\$ 3,103.60	\$ 83.00	\$ 1,660.00
3	40	1 1/2" x 12" Tap Saddle	\$ 204.80	\$ 8,192.00	\$ 118.00	\$ 4,720.00
4	40	2" x 12" Tap Saddle	\$ 204.80	\$ 8,192.00	\$ 120.00	\$ 4,800.00
		<u>Ductilie Iron Pipe</u>				
5	20	1" x 16" DI Tap Saddle	\$ 102.51	\$ 2,050.20	\$ 258.00	\$ 5,160.00
6	40	1 1/2 x 16" DI Tap Saddle	\$ 114.44	\$ 4,577.60	\$ 272.00	\$ 10,880.00
7	30	2" x 16" DI Tap Saddle	\$ 114.44	\$ 3,433.20	\$ 300.00	\$ 9,000.00
		<u>Concrete Steel Pipe</u>				
8	10	2" x 16" Service Saddle	\$ 234.32	\$ 2,343.20	\$ 245.00	\$ 2,450.00
		MANUFACTURER	JCM		JCM	
		MODEL	402,418,425		425	

Opening Date -- 11/12/08
 Date Prepared -- 11/17/08 sl

CITY OF TROY
 BID TABULATION
 WATER SYSTEM MATERIALS

VENDOR NAME:

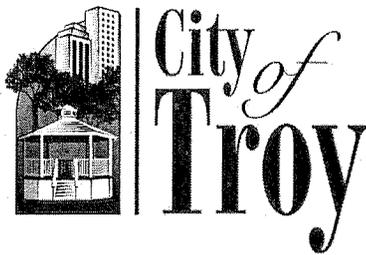
		East Jordan Iron Works		Gunnars Meters & Parts		
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #7		VALVE BOX PARTS				
1	2	18" D-BOX BOTTOM SECTION	\$ 37.48	\$ 74.96	\$ 46.00	\$ 92.00
2	20	24" D-BOX BOTTOM SECTION	\$ 39.98	\$ 799.60	\$ 54.00	\$ 1,080.00
3	12	D-BOX RISER - SCREW IN TYPE 12"	\$ 37.48	\$ 449.76	\$ 38.00	\$ 456.00
4	20	D-BOX TOP - SECTION 16"	\$ 29.16	\$ 583.20	\$ 45.00	\$ 900.00
5	20	D-BOX TOP - SECTION 26"	\$ 47.48	\$ 949.60	\$ 55.00	\$ 1,100.00
		MANUFACTURER	East Jordan Iron Works		EJIW	
		MODEL	8560		Blank	
ITEM #8		WATER MAIN FITTINGS				
1	12	6" x 7 1/2 MJ DI Solid Sleeve	\$ 47.79	\$ 573.48	\$ 145.00	\$ 1,740.00
2	4	12" MJ Split Rings	\$ 13.99	\$ 55.96	\$ 150.00	\$ 600.00
3	6	12" MJ Rings	\$ 11.36	\$ 68.16	\$ 90.00	\$ 540.00
4	1 length	24" Class 54 Ductile Iron Pipe (Per Ft)	\$ 126.46	\$ 2,529.20	\$ 144.50	\$ 2,890.00
		MANUFACTURER	Tyler / Griffin Pipe		EJIW	
		MODEL	Blank		Blank	
ITEM #9		PARTS FOR MUELLER IMPROVED FIRE HYDRANTS				
		DISCOUNT	NO-BID		NO-BID	
		Parts Price List	Blank		Blank	
		Dated	Blank		Blank	
ESTIMATED TOTAL AWARDED ITEMS:			\$ 25,158.52		\$ 86,765.00	
		CONTACT INFORMATION:				
		Hrs of Operation	7:30 AM to 4:30 PM		8 AM to 5 PM M - F	
		24 Hr Phone No.	313-255-3914		248-545-6304	
		PAYMENT TERMS:	Net 30 Days		Net 30	
		WARRANTY:	1 Year Per Manufacturer		1 Year	
		DELIVERY:	1 - 2 Weeks		1 Week - 10 Days	
		EXCEPTIONS:	Blank		All curb box /curb stop/ corp stops /Unions are manufacturered by AY McDonald & have been accepted in past bid proposals.	
ACKNOWLEDGEMENT: Signed - Y or N			Yes		Yes	

VENDOR NAME:			H.D. Supply Waterworks		S.L.C. Meter Service	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #1			<u>CURB BOX ITEMS</u>			
1	200	2 X 1 1/2" BLACK BUSHING	\$ 2.10	\$ 420.00	\$ 1.89	\$ 378.00
2	500	2" MINNEAPOLIS CURB BOX W/STEMS	\$ 28.30	\$ 14,150.00	\$ 26.83	\$ 13,415.00
3	50	2" Curb Box (Mueller #H10300-99002)	\$ 87.00	\$ 4,350.00	\$ 28.00	\$ 1,400.00
MANUFACTURER			AY McDonald & Mueller		A Y McDonald	
MODEL			AY 5613 & H10304		Blank	
ITEM #2			<u>CORPORATION STOPS</u>			
1	350	1" CORPORATION STOPS w/nuts	\$ 22.00	\$ 7,700.00	\$ 21.20	\$ 7,420.00
2	100	1 1/2" CORPORATION STOPS w/nuts	\$ 60.25	\$ 6,025.00	\$ 58.05	\$ 5,805.00
3	100	2" CORPORATION STOPS w/nuts	\$ 105.00	\$ 10,500.00	\$ 101.41	\$ 10,141.00
MANUFACTURER			A Y McDonald		A Y McDonald	
MODEL			4701 & 4701B		Blank	
ITEM #3			<u>CURB STOPS (Ball Valve Type)</u>			
1	350	1" CURB STOPS w/nuts	\$ 45.50	\$ 15,925.00	\$ 43.98	\$ 15,393.00
2	100	1 1/2" CURB STOPS w/nuts	\$ 98.00	\$ 9,800.00	\$ 94.50	\$ 9,450.00
3	100	2" CURB STOPS w/nuts	\$ 158.00	\$ 15,800.00	\$ 152.87	\$ 15,287.00
MANUFACTURER			A Y McDonald		A Y McDonald	
MODEL			6104		Blank	
ITEM #4			<u>FULL CIRCLE REPAIR CLAMPS</u>			
1	2	3" X 7 1/2" Range 3.73-4.00 -Single Band	\$ 42.91	\$ 85.82	\$ 35.85	\$ 71.70
2	10	6" x 15" Range 6.84-7.64	\$ 161.10	\$ 1,611.00	\$ 130.41	\$ 1,304.10
3	10	8" x 12" FS2 Tapped OD 8.99-9.79	\$ 194.00	\$ 1,940.00	\$ 116.21	\$ 1,162.10
4	6	12" x 12 1/2" FS2 Tapped 13.20 - 14.00	\$ 271.00	\$ 1,626.00	\$ 172.15	\$ 1,032.90
5	6	12" x 15" FS2 Tapped 13.65-14.45	\$ 315.00	\$ 1,890.00	\$ 185.00	\$ 1,110.00
MANUFACTURER			Smith Blair		Ford	
MODEL			261 & 265		Blank	
ITEM #5			<u>BRASS FITTINGS</u>			
1	100	1" Copper to Copper Union w/nuts	\$ 13.50	\$ 1,350.00	\$ 13.13	\$ 1,313.00
2	100	1 1/2" Copper to Copper Union w/nuts	\$ 37.00	\$ 3,700.00	\$ 36.04	\$ 3,604.00
3	100	2" Copper to Copper Union w/nuts	\$ 61.00	\$ 6,100.00	\$ 58.81	\$ 5,881.00
4	100	1" x 90 Degree bend non-swivel less nuts	\$ 18.00	\$ 1,800.00	\$ 11.61	\$ 1,161.00
5	100	2" x 90 Degree bend non-swivel less nuts	\$ 90.00	\$ 9,000.00	\$ 65.29	\$ 6,529.00
MANUFACTURER			AY McDonald & Mueller		A Y McDonald	
MODEL			AY 4758 & H15068		Blank	
ITEM #6			<u>BRONZE TAPPING SADDLES w/cc THREADS</u>			
<i>AC/Ductilie Iron Pipe</i>						
1	40	1" x 8" Tap Saddle	\$ 76.00	\$ 3,040.00	\$ 74.83	\$ 2,993.20
2	20	2" x 8" Tap Saddle	\$ 86.50	\$ 1,730.00	\$ 85.77	\$ 1,715.40
3	40	1 1/2" x 12" Tap Saddle	\$ 124.00	\$ 4,960.00	\$ 122.37	\$ 4,894.80
4	40	2" x 12" Tap Saddle	\$ 126.00	\$ 5,040.00	\$ 124.58	\$ 4,983.20
<i>Ductilie Iron Pipe</i>						
5	20	1" x 16" DI Tap Saddle	\$ 340.00	\$ 6,800.00	\$ 265.67	\$ 5,313.40
6	40	1 1/2 x 16" DI Tap Saddle	\$ 361.00	\$ 14,440.00	\$ 281.90	\$ 11,276.00
7	30	2" x 16" DI Tap Saddle	\$ 398.00	\$ 11,940.00	\$ -	\$ -
<i>Concrete Steel Pipe</i>						
8	10	2" x 16" Service Saddle	\$ 180.00	\$ 1,800.00	\$ 311.51	\$ 3,115.10
MANUFACTURER			AY McDonald / Smith Blair		A Y McDonald	
MODEL			AY 3825 / SB 362		Blank	

VENDOR NAME:

VENDOR NAME:			H.D. Supply Waterworks		S.L.C. Meter Service	
ITEM #	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM #7			NO-BID			
VALVE BOX PARTS						
1	2	18" D-BOX BOTTOM SECTION	\$ 42.00	\$ 84.00	\$ -	\$ -
2	20	24" D-BOX BOTTOM SECTION	\$ 45.00	\$ 900.00	\$ -	\$ -
3	12	D-BOX RISER - SCREW IN TYPE 12"	\$ 42.50	\$ 510.00	\$ -	\$ -
4	20	D-BOX TOP - SECTION 16"	\$ 35.00	\$ 700.00	\$ -	\$ -
5	20	D-BOX TOP - SECTION 26"	\$ 38.00	\$ 760.00	\$ -	\$ -
MANUFACTURER			Tyler/ Union		Blank	
MODEL			Tyler		Blank	
ITEM #8			NO-BID			
WATER MAIN FITTINGS						
1	12	6" x 7 1/2 MJ DI Solid Sleeve	\$ 47.00	\$ 564.00	\$ -	\$ -
2	4	12" MJ Split Rings	\$ 12.00	\$ 48.00	\$ -	\$ -
3	6	12" MJ Rings	\$ 10.00	\$ 60.00	\$ -	\$ -
4	1 length	24" Class 54 Ductile Iron Pipe	\$ 83.50	\$ 1,670.00	\$ -	\$ -
MANUFACTURER			Tyler / Union		Blank	
MODEL			Blank		Blank	
ITEM #9			0%			
PARTS FOR MUELLER IMPROVED FIRE HYDRANTS						
DISCOUNT			8%		0%	
Parts Price List			Mueller Co		AY & Ford	
Dated			2-Jun-08		4-16-08 & 8-08-08	
ESTIMATED TOTAL AWARDED ITEMS:			\$ 4,902.00		\$ 15,083.80	
CONTACT INFORMATION:			7:00 AM to 4:00 PM		8 AM to 5 PM M - F	
Hrs of Operation			248-521-4355		734-320-0215	
24 Hr Phone No.						
PAYMENT TERMS:			Net 30		Net 30 Days	
WARRANTY:			Per Manufacturer		Standard Manufacturer	
DELIVERY:			7 - 10 Days		2 - 3 Weeks	
EXCEPTIONS:			Blank		Blank	
ACKNOWLEDGEMENT: Signed - Y or N			Yes		Yes	

NO BID:
Etna Supply Company



CITY COUNCIL ACTION REPORT

December 5, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Development Services
 Steven J. Vandette, City Engineer *SJV*
 William J. Huotari, Deputy City Engineer *WJH*

SUBJECT: Traffic Committee Recommendations
 November 19, 2008

Background:

The Traffic Committee considered these items at the November 19, 2008 meeting and made the following recommendations (minutes attached):

- Recommend no changes at Torpey Drive and Rochester Road (Item 7).
- Recommend rescinding Traffic Control Order 08-07-MR (Item 4).
- Recommend that the YIELD signs on Ellenboro at Trombley be replaced by STOP signs (Item 5).
- Recommend that the YIELD sign on Enterprise at Robinwood be replaced with a STOP sign (Item 6).
- Recommend establishing fire lanes/tow away zones at 2477 West Maple, as recommended by the Fire Department.

Financial Considerations:

- Signs cost approximately \$115.

Policy Considerations:

- Troy has enhanced the health and safety of the community.

Options:

- Council can approve or deny the recommendations.

A regular meeting of the Troy Traffic Committee was held Wednesday, November 19, 2008 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sara Binkowski
Ted Halsey
Jan Hubbell
Gordon Schepke
Pete Ziegenfelder
Sam Jiang

ABSENT: John Diefenbaker
Richard Kilmer

Also present: Bill Huotari, Deputy City Engineer
Lt. David Livingston, Troy Police Dept.
Lt. Eric Caloia, Troy Fire Dept.
Judy Cholette, 1115 Torpey
Andrea Cholette, 1110 Torpey
Dale Zygnowicz, 6370 Elmoor
Joyce Mann, 1206 Torpey
William Cinader, 1096 Torpey
Brenda Krcek, 3330 Rochester
Burt Kassab, 31000 Northwestern, Farm. Hills
Denny Torpey, 12830 Rattalee, Davisburg
Peter Glasier, 3334 Rochester
Kathleen Novetsky, 3289 Mirage
Gary Abitheira, 3201 Mirage
Mike & Kari Messina, 3302 Mirage
Erin Maten, 1975 Enterprise
Stuart Glasier, 3334 Rochester
Bassem Basha, 767 Coachman

RESOLUTION #2008-11-35

Moved by Halsey
Seconded by Hubbell

To excuse Mr. Diefenbaker and Mr. Kilmer.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker and Kilmer)
MOTION CARRIED

2. Minutes – August 20, 2008RESOLUTION #2008-11-36

Moved by Hubbell

Seconded by Binkowski

To approve the August 20, 2008 minutes.

YES: All-5

NO: None

ABSENT: Diefenbaker and Kilmer

MOTION CARRIED

PUBLIC HEARING**3. Request for Sidewalk Waiver at 3331-3339 Rochester Road**

Burt Kassab, on behalf of Troy-Rochester Properties, LLC, requests a waiver for the sidewalk at 3331-3339 Rochester Road, on the Vanderpool side. The Sidewalks and Driveway Approaches (Chapter 34) ordinance requires that sidewalk be installed as part of the development of this parcel. The Public Works Department recommends denial of this waiver request. Petitioner has signed an "Agreement for Irrevocable Petition for Sidewalks."

Petitioner states that the neighborhood is already developed with no sidewalks existing, and a sidewalk would lead nowhere and connect to nothing. There are utility poles and a ditch which would make sidewalk installation difficult (photos attached). He mentioned that there is a perforated storm drain pipe alongside Vanderpool, and the Planning Department was in favor of the waiver.

Residents within 300 feet of the Rochester/Vanderpool intersection have been notified of the Public Hearing. One letter of objection (attached) to the waiver was received from Kraft Chiropractic Clinic, 3283 Rochester Road, which has since been rescinded. The writer was against a waiver on Rochester Road.

RESOLUTION #2008-11-37

Moved by Binkowski

Seconded by Hubbell

WHEREAS, City of Troy Ordinances, Chapter 34, Section 34.07.01 (D) allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Burt Kassab has requested a waiver of the requirement to construct sidewalk on the property because there are no other sidewalks in the area and there are physical conditions hindering sidewalk installation; and

WHEREAS, the Traffic Committee has determined the following:

- a. A variance will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and
- b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and
- c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED that the Traffic Committee grants a waiver of the sidewalk requirement for the property at 3331-3339 Rochester Road, on the Vanderpool side of the property, which is owned by Troy-Rochester Properties, LLC, until such time as physical conditions change.

YES: All-5
 NO: None
 ABSENT: Diefenbaker and Kilmer
 MOTION CARRIED

REGULAR BUSINESS

RESOLUTION #2008-11-08-38

Moved by Binkowski
 Seconded by Schepke

To consider Item 7 first.

YES: All-5
 NO: None
 ABSENT: Diefenbaker and Kilmer
 MOTION CARRIED

7. Install a NO LEFT TURN sign on Torpey Drive at Rochester Road

The Troy Police Department requests a NO LEFT TURN sign at this intersection to alleviate significant backups due to vehicles trying to turn left from Torpey to Rochester (see Mr. Huotari's report attached).

Lt. Livingston has observed the traffic and has seen backups, worse at the afternoon school dismissal times. The situation will be worse in the future when the new academy adds more grades. Currently it only has ninth graders.

Judy Cholette, 1115 Torpey, is very much against the left turn prohibition, as is Joyce Mann, of 1206 Torpey. She says it is often easier to turn left, as northbound traffic will stop and let drivers through to the center lane.

Property and business owners at that corner, Denny Torpey, Brenda Krcek, and Peter Glasier, believe they will all lose business if left turns are prohibited. It would be so inconvenient for their customers that they would shop elsewhere. Denny Torpey observed traffic last Friday and Monday, and said there was only about seven minutes of moderate inconvenience for motorists exiting Torpey onto Rochester.

All the residents who spoke said going north to go south is inconvenient and dangerous. There is no way to head south except by turning around in a side street or parking lot.

Mr. Huotari said Rochester Road reconstruction utility work will start in February of 2009, and actual construction early in 2010. The Rochester Road boulevard will be extended to Barclay, and the traffic signal currently at Charrington will be moved to the Torpey intersection.

Mr. Halsey thinks the schools could recommend that parents use an alternate route, such as Boyd Street, to access Rochester Road.

RESOLUTION #2008-11-08-39

Moved by Binkowski

Seconded by Schepke

Recommend no changes at Torpey Drive and Rochester Road.

YES: All-5

NO: None

ABSENT: Diefenbaker and Kilmer

MOTION CARRIED

4. Rescind Traffic Control Order 08-07-MR

At the August Traffic Committee meeting, Res. 2008-08-33 recommended installation of a DO NOT BLOCK DRIVEWAY sign on Maple Road, with yellow lights (if possible) blinking from 6:00 a.m. to 9:00 a.m., Monday-Friday, on the east side of the west driveway of Fire Station #4 (with the approval of the Road Commission for Oakland County).

RCOC will not permit the proposed yellow blinking lights on the DO NOT BLOCK DRIVEWAY sign, as it is not a typical installation as shown in the Michigan Manual of Uniform Traffic Control Devices. Therefore, TCO #08-07-MR should be rescinded.

RCOC will relocate the DO NOT BLOCK DRIVEWAY sign because installation information has to be recorded their inventory. (RCOC does not like to install these DO NOT BLOCK DRIVEWAY" signs because they are not enforceable. There is nothing in the Michigan Vehicle Code (MVC) that allows for a Traffic Control Order to be written in reference to them.) They prefer to install the Stop Bar so it is done in accordance with their material specifications. After the initial installation (\$500) is paid for by the city, RCOC will maintain it in the future at no cost to the City.

RESOLUTION #2008-11-40

Moved by Hubbell
 Seconded by Halsey

Recommend that Traffic Control Order #08-07-MR be rescinded.

YES: All-5
 NO: None
 ABSENT: Diefenbaker and Kilmer
 MOTION CARRIED

5. Install Stop Signs on Ellenboro at Trombley

Kari Messina, 3302 Mirage, has requested that the YIELD signs on Ellenboro at Trombley be replaced by STOP signs. She and her neighbors are concerned for the safety of students walking to Wattles Elementary School, and also for the middle-schoolers who wait for the school bus at that corner. There are no sidewalks in the area, and the residents feel that making traffic come to a complete stop at the corner would improve safety. Our consultants recommend no changes at the intersection (see attached report).

Gary Abithiera, 3201 Mirage, is concerned about safety because in winter it's dark and often icy when the children are walking to school and to the bus stop.

Kathleen Novetsky 3289 Mirage, said that Wattles Elementary School is the only one in Troy without a 4-way STOP near it. She mentioned that this Ellenboro/Trombley intersection is offset, not completely straight, which makes it trickier to maneuver. She also reports that motorists use Trombley as a cut-through between Rochester Road and Big Beaver.

Mike Messina, 3302 Mirage, would like all-way STOP signs at this intersection. He thinks there is too long a stretch of Trombley without any STOP signs to slow down traffic. MMUTCD does not recommend the use of STOP signs to slow traffic.

Mr. Schepke reported that two of his friends who live near the intersection support installation of STOP signs instead of the YIELD signs.

Mr. Halsey believes the schools need to educate the children about safety while walking to school. He has seen the kids walking on both sides and the middle of the street. Lt. Livingston will contact the school regarding a safety program for students who walk to school.

RESOLUTION #2008-11-41

Moved by Halsey
 Seconded by Schepke

Recommend that the YIELD signs on Ellenboro at Trombley be replaced by STOP signs.

YES: All-5
 NO: None
 ABSENT: Diefenbaker and Kilmer
 MOTION CARRIED

6. Install STOP Signs on Robinwood at Enterprise

Erin Maten of 1975 Enterprise requested that STOP signs be placed on Robinwood at Enterprise to replace the existing YIELD sign on Enterprise to improve safety for school children crossing Robinwood. Our traffic engineering consultant reviewed the request and recommends that the existing YIELD sign on Enterprise be changed to a STOP sign (see attached report).

Ms. Maten said that there are around 40 homes on Enterprise where children live, most of them fourth graders or younger. Children are not bussed to school. There is no sidewalk on the south side of Robinwood, so kids must cross Robinwood to reach the sidewalk on the north side. Kids also have to use the same route to reach Robinwood Park. Ms. Maten would like to have sidewalks on the south side of Robinwood, or at least a crosswalk.

Lt. Livingston will contact Troy's elementary school principals to develop a plan to educate teachers and students about safety while walking to school.

RESOLUTION #2008-11-42

Moved by Halsey

Seconded by Hubbell

Recommend installation of a STOP sign instead of the YIELD sign on Enterprise at Robinwood.

YES: All-5

NO: None

ABSENT: Diefenbaker and Kilmer

MOTION CARRIED

8. Establish Fire Lanes at 2477 West Maple Road

Section 8.28, Chapter 106, Troy City Code, provides for the establishment of fire lanes on private property. The Fire Department recommends that the fire lanes shown on the attached sketch be provided to allow proper deployment of and travel by emergency vehicles (fire, police, medical).

RESOLUTION #2008-11-43

Moved by Hubbell

Seconded by Halsey

Recommend establishing fire lanes/tow away zones at 2477 West Maple, as recommended by the Fire Department.

YES: All-5

NO: None

ABSENT: Diefenbaker and Kilmer

MOTION CARRIED

9. Public Comment

Joyce Mann, 1206 Torpey, expressed gratitude for the additional speed limit signs and police patrols on Torpey. She believes they are helping to slow traffic.

10. Other Business

Mr. Huotari reported on Baker Middle School. The school has made significant changes to improve safety and traffic flow in their parking lot.

Joyce Mann expressed a wish for more lighting in the parking lot, as she has seen vehicles hit the divider. Mr. Huotari said that the school would be responsible for lighting.

RESOLUTION #2008-11-44

Moved by Binkowski

Seconded by Hubbell

To not meet in December.

YES: All-5

NO: None

ABSENT: Diefenbaker and Kilmer

MOTION CARRIED

11. Adjourn

The meeting adjourned at 8:48 p.m.

Pete Ziegenfelder, Chair

Laurel Nottage, Recording Secretary

Reasons for sidewalk variance for 3331-3339 Rochester Road:

The property is located on the SWC of Vanderpool and Rochester Roads. We are requesting a sidewalk waiver for the proposed sidewalk on Vanderpool. As the attached sketch shows, we are installing the sidewalk on Rochester Road and connecting it with a crosswalk in the parking lot. The proposed sidewalk on Vanderpool does not connect with any other sidewalk (and in fact sort of dead ends at the nwc of the property). I believe that immediately west of the property, there is a culvert in front of the homes. Moreover, there are several utility poles and storm drains in the area where the proposed sidewalk is to be located and it would not be safe nor practical to install the sidewalk on the Vanderpool side. Additionally, the Planning Commission, at the site plan hearing, strongly recommended to the City Planner that the sidewalk requirement be waived for the Vanderpool side. Thank you for your consideration.

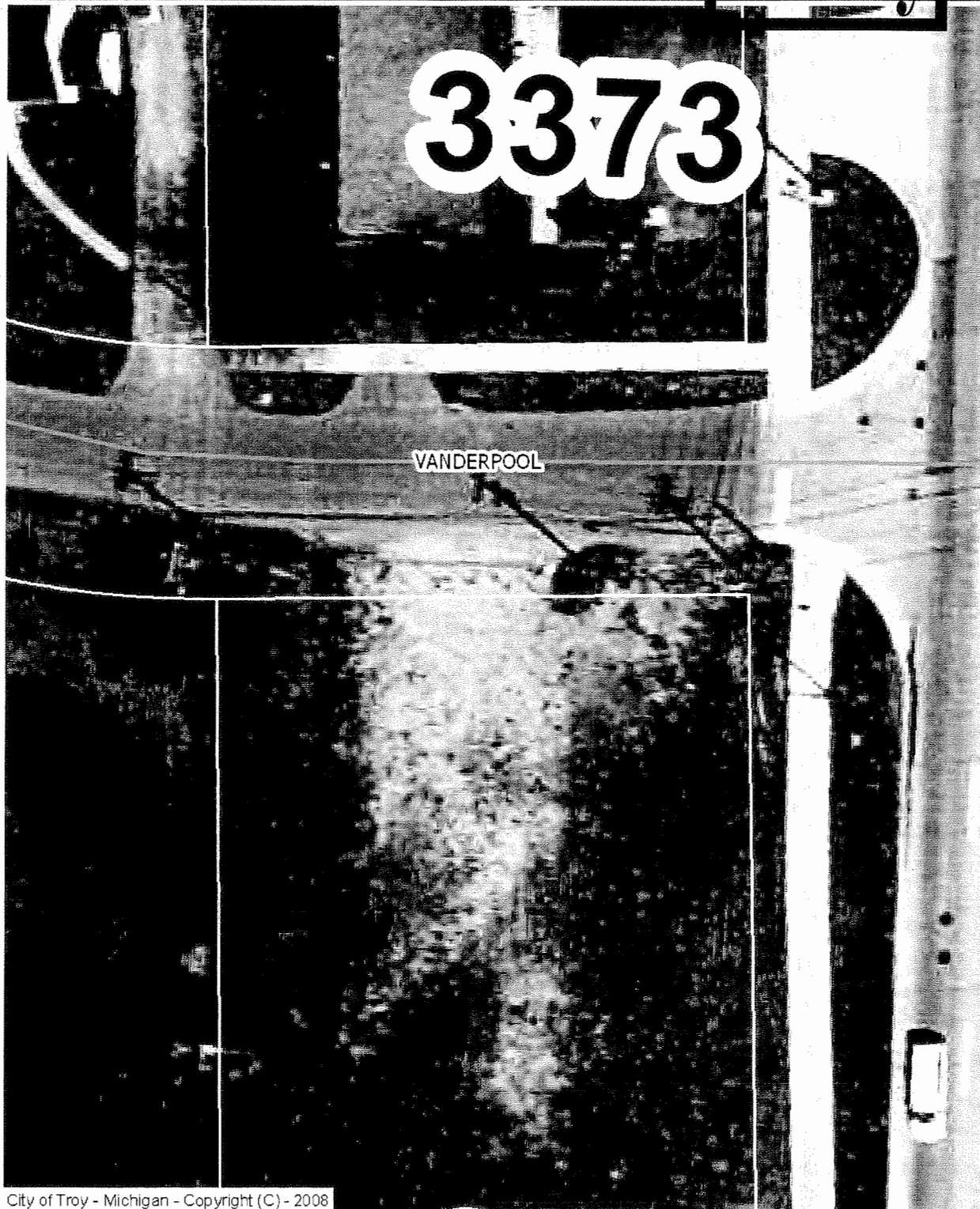
500 W. Big Beaver
Troy, MI 48064
(248) 552-1000

The City of Tomorrow...

ITEM 3



Geographical Information Systems Online



City of Troy - Michigan - Copyright (C) - 2008

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.

ITEM 3





October 1, 2008

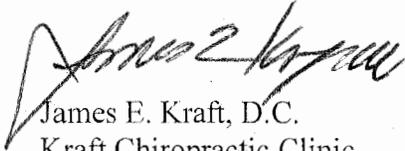
City of Troy
William J. Huotari
Deputy City Engineer

Re: Sidewalk Vanderpool, see attached

Mr. Huotari,

It is my opinion that a sidewalk should be required at the site listed on your notice. I see school children, bicycle riders, women with strollers, etc on a daily basis in that area. To approve the waiver would be a mistake and does not take into account the pedestrians.

Sincerely,



James E. Kraft, D.C.
Kraft Chiropractic Clinic
3283 Rochester Rd.
Troy, MI 48083
(248) 740-9100

RECEIVED

OCT 3 2008

ENGINEERING

TRAFFIC CONTROL ORDER #08-07-MR

LOCATION

Maple Road at Fire Station #4

REQUIREMENT OF ORDER

Resolved, that Traffic Control Order No. 08-07-MR is hereby approved for installation of "Do Not Block Driveway" sign on Maple Road, with yellow lights (if possible) blinking from 6:00 a.m. to 9:00 a.m., Monday-Friday on the east side of the west driveway of Fire Station #4 (with the approval of the Road Comm. for Oakland County)

DATE OF COUNCIL APPROVAL

9/8/08

Res. No. 2008-09-281-F-7b

William J. Huotari
Deputy City Engineer

Date

WORK ORDER SENT TO

DPW _____

By: _____

DATE INSTALLED

Authorized Signature

WHEN COMPLETED, PLEASE RETURN ORIGINAL TO TRAFFIC ENGINEERING

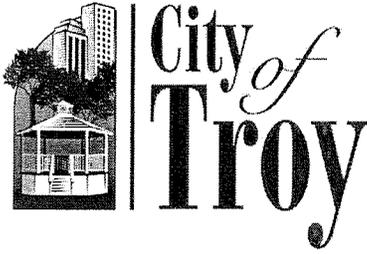
Traffic Engineering Dept. will distribute copies after installation to:

Date

Police Dept. _____

City Clerk _____

Fire Dept. _____



TRAFFIC COMMITTEE REPORT

October 30, 2008

TO: Traffic Committee

FROM: Bill Huotari, Deputy City Engineer

SUBJECT: Ellenboro at Trombley
Stop Sign Request

Background:

- Kari Messina of 3302 Mirage requested that STOP signs be placed on Ellenboro at Trombley.
- Ms. Messina stated that this intersection is used as a bus stop and also for children crossing Trombley to go to Wattles Elementary to the north.
- There are existing YIELD signs on Ellenboro at Trombley.
- This intersection was reviewed in May 2008 for the same request, but did not include a pedestrian count.
- A pedestrian count was performed on October 27 and October 28.
- The peak period for pedestrian traffic is between 2:15 and 4:15 in the afternoon. During this period there were a total of 42 north-south crossings made, 16 of these pedestrians were dropped off from the bus at 2:45 on the north east corner.
- A copy of the previous consultant report, traffic volume counts and new pedestrian counts are attached.
- The intersection did not meet warrants for a STOP sign on Ellenboro or Trombley with the previous request.
- The addition of the pedestrian count does not change the previous recommendation.

Recommendations:

- Staff recommends that no changes be made at the intersection and that the existing YIELD signs on Ellenboro at Trombley remain in place.

Suggested Resolutions:

- a. Recommend installation of STOP signs on Ellenboro at Trombley.
- b. Recommend no changes at the intersection of Ellenboro and Trombley.



HUBBELL, ROTH & CLARK, INC
Consulting Engineers

Principals
George E. Hubbell
Thomas E. Biehl
Walter H. Alix
Peter T. Roth
Michael D. Waring
Keith D. McCormack
Curt A. Christeson
Thomas M. Doran

Senior Ass **ITEM 5**
Frederick C. Navarre
Gary J. Tressel
Lawrence R. Ancypa
Kenneth A. Melchior
Dennis M. Monsere
Randal L. Ford
David P. Wilcox
Timothy H. Sullivan

Chief Financial Officer
J. Bruce McFarland

Associates
Thomas G. Maxwell
Nancy M.D. Faught
Jonathan E. Booth
Michael C. MacDonald
Marvin A. Olane
James C. Hanson
Richard F. Beaubien
William R. Davis
Daniel W. Mitchell
Jesse B. VanDeCreek
Robert F. DeFrain
Marshall J. Grazioli
Thomas D. LaCross

May 15, 2008

City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

Attn: Mr. William Huotari, P.E., Deputy City Engineer

Re: Intersection Traffic Controls for
Trombly/Ellenboro Intersection

HRC Job No. 20080338.02

Dear Mr. Huotari:

At your request, we have reviewed the intersection of Trombly and Ellenboro in the City of Troy. The intersection is located north of Big Beaver Road and west of Rochester Road in the center of section 22. The intersection review was completed to determine if traffic control devices are required to ensure safe and efficient travel based on the criteria prescribed in the Michigan Manual of Uniform Traffic Control Devices. Trombly is the more continuous collector road which at its east end connects to Rochester Road. Ellenboro is a lower volume local road which does not connect to either Big Beaver Road or Wattles Road. Ellenboro ends at Colebrook, one block from Trombly. Traffic volume data was collected at the intersection by the City. Twenty Four hour traffic on Trombly is 2,361 vehicles per day and 1,352 vehicles on Ellenboro. Because Trombly carries more traffic than Ellenboro, Ellenboro is considered the minor street at this intersection.

Traffic Crash Experience

Based on data from the City of Troy, four (4) traffic crashes were identified which have occurred at this intersection during the last three years. The most recent crash occurred in October 2007. Two of these crashes were right angle type crashes. The Traffic Improvement Association Traffic Crash Analysis Tool identified two additional crashes that occurred at the intersection between 2000 and 2005. Both of these were an angle type crash. The output of the Traffic Crash Analysis Tool is attached to provide additional details on the intersection crash history. The Michigan Manual on Uniform Traffic Control Devices indicates that multi-way stop control would be warranted at this intersection if we found five (5) angle type crashes in a one year period. Because there were only four angle crashes at this intersection over the more than seven year period (2000-2007), the traffic crash experience at this intersection does not meet the warrants for a multi-way stop.

Sight Distance

Our field review of this intersection showed houses on all four of the corners and a tree on the southeast corner (See Photo 1). These houses limit the visibility of motorists approaching the intersection on Ellenboro to see conflicting traffic on Trombley. The sight distance restriction suggests that two of the intersection approaches should be controlled. The appropriate form of intersection control can best be decided by determining the safe approach speed for vehicles approaching the intersection. The safe approach speed is the speed at which a vehicle can approach an intersection and still stop in time to avoid a collision with a vehicle on the cross street.



Photo 1 Northbound Ellenboro at Trombley

Two-way stop control is commonly used at the intersection of a minor road with a state highway or major arterial. Two-way stop control is also used where the application of the normal right-of-way rule is unduly hazardous such as in the case of restricted view (safe approach speed less than 10 mph). Because the safe approach speed is greater than 10 mph, two-way stop control would not be appropriate for this intersection.

The yield sign is used to protect traffic on one of two intersecting streets without requiring traffic on the other street to come to a complete stop. Instead, cross traffic is merely required to yield to any vehicle in the intersection or approaching so closely on the intersecting street as to constitute an immediate hazard. Since the safe approach speed for motorists approaching Trombley on Ellenboro is less than 25 mph, but greater than 10 mph, making yield signs on Ellenboro at Trombley the recommended signage. The yield signs should remain on the Ellenboro approaches to the intersection because Trombley carries the higher traffic volume.

Conclusions

Our review of the traffic crash experience indicates that the intersection does not meet the criteria for four-way stop control. However, sight distance restrictions indicate that some form of intersection control would be appropriate. Because the safe approach speed is less than 25 mph but greater than 10 mph, HRC recommends the yield signs on Ellenboro at Trombley remain in place.

Very truly yours,

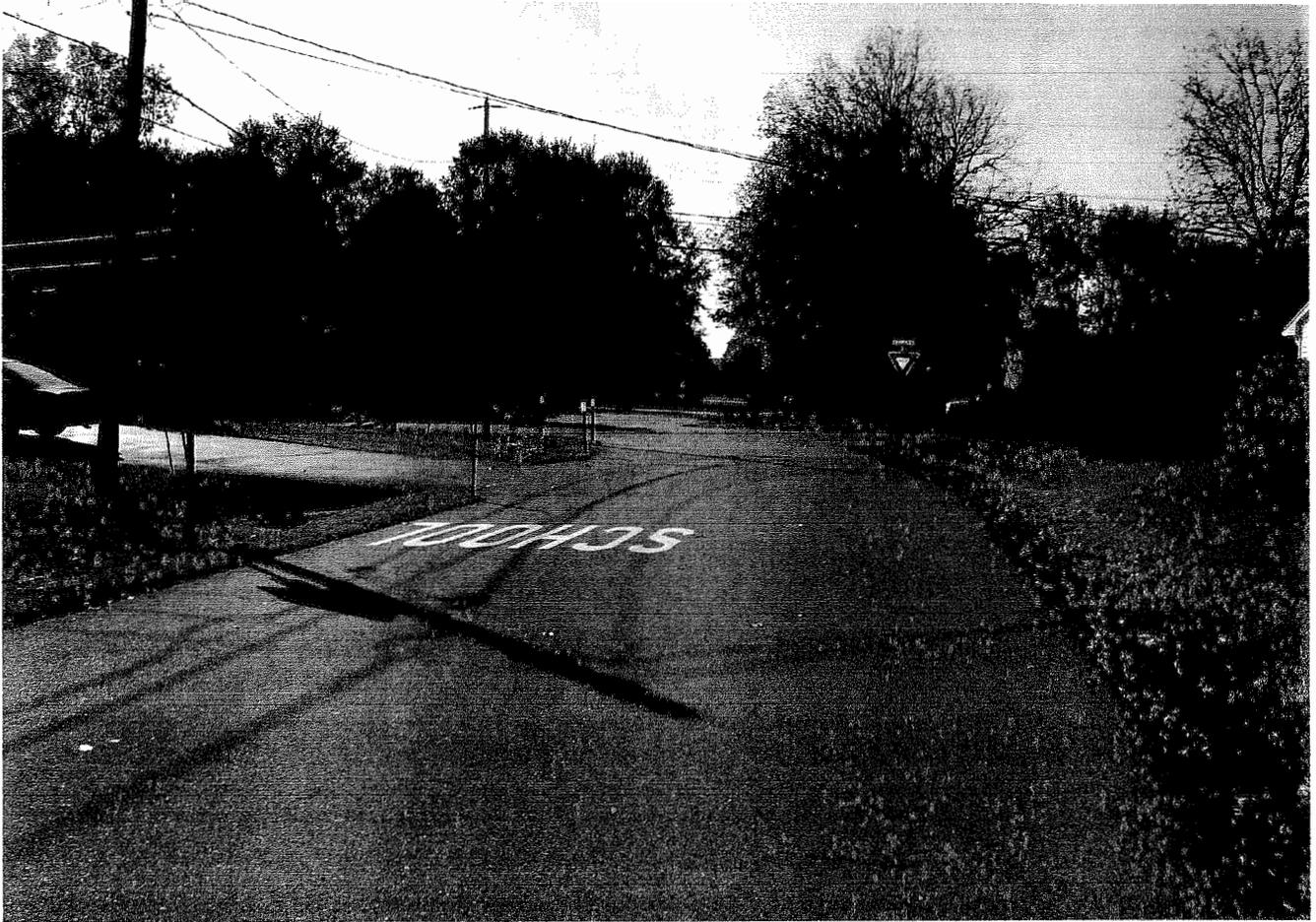
HUBBELL, ROTH & CLARK, INC.

A handwritten signature in black ink, appearing to read 'Colleen L. Hill', written in a cursive style.

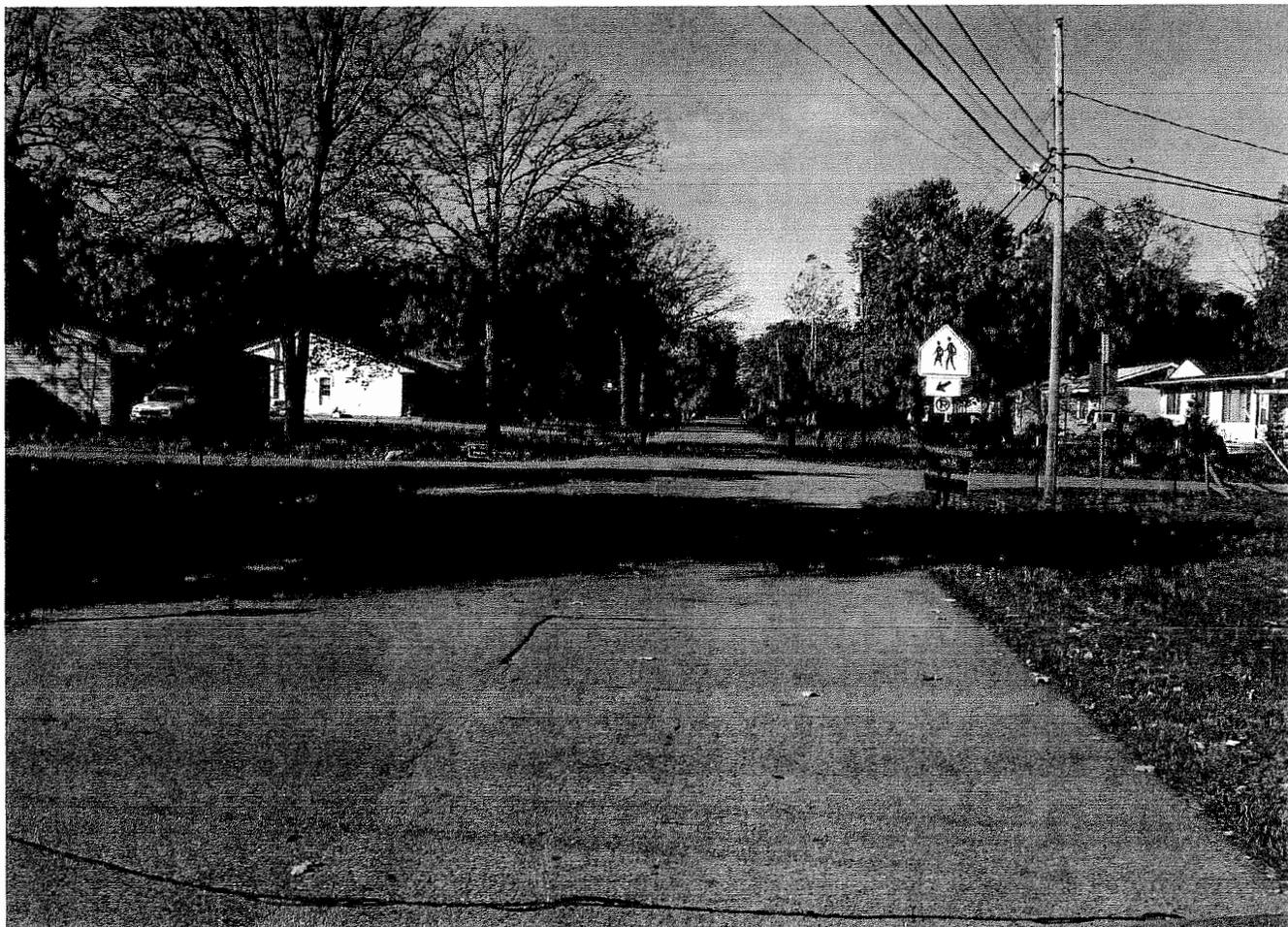
Colleen L. Hill, P.E., PTOE
Transportation Project Engineer

jmk
CLH/
pc:

HRC; W. Alix, File



ELLEN BORO



Trombley



Geographical Information Systems Online



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

Ellenboro & Trombley Pedestrian Count

- 1 **SOURCE:** Citizen request thru Traffic Engineering
- 2 **OBSERVATIONS:** In the area of Ellenboro and Trombley no sidewalks exist. Also on
3 the Oct. 27th and the 28th it was noted that, on occasion, both parents and students walked
4 down the middle of the street going and returning from school. It was also observed that
5 Vehicle traffic occasionally ignored the yield and pedestrian crossing (yellow) signs.
- 6 **ACTION TAKEN:** A traffic engineering technician was placed at the corner of
7 Ellenboro and Trombley to observe the number of people crossing at the intersection.
8 During the morning of the 27th at 07:30 7 students boarded the school bus at the north
9 east corner. At 08:30 student and parents started to make there way to the elementary
10 school one block north. From 08:30 thru 09:15 a total of 11 students along with 7 parents
11 passed thru the intersection. During the morning of the 28th at 07:30 9 students boarded
12 the school bus. And from 08:15 thru 09:15 18 students along with 9 parents crossed thru
13 the intersection. During the afternoon of the 27th at 2:45 a school bus dropped off 16
14 students at the north east corner if the intersection. The remaining 26 pedestrian count
15 which includes 2 parents going to and coming from the elementary school crossed the
16 intersection at the times and direction indicated on the accompanying chart.
- 17 **STATUS:** Open



TRAFFIC COMMITTEE REPORT

October 31, 2008

TO: Traffic Committee
FROM: Bill Huotari, Deputy City Engineer
SUBJECT: Enterprise at Robinwood
Stop Sign Request

Background:

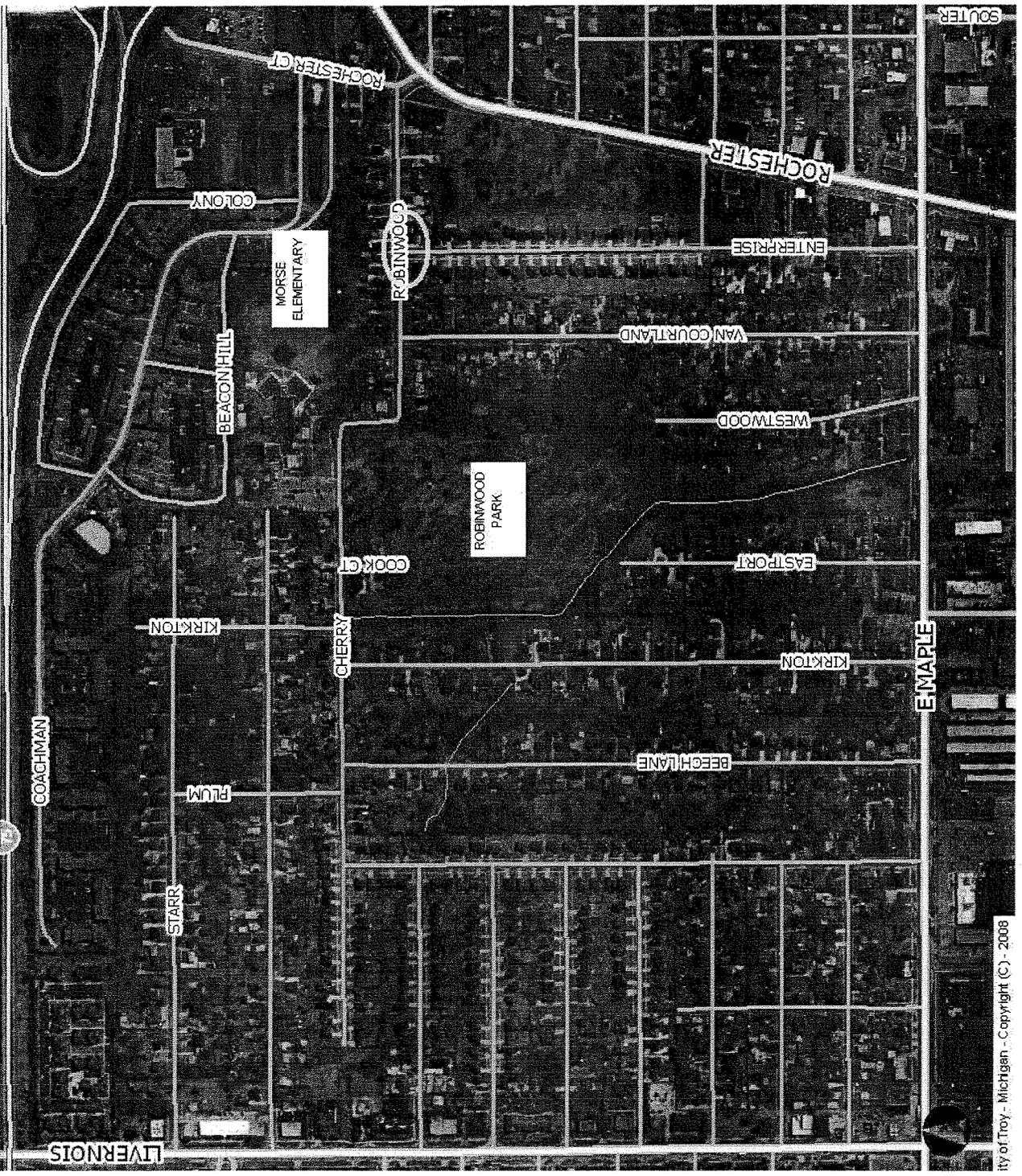
- Erin Maten of 1975 Enterprise requested that STOP signs be placed on Robinwood at Enterprise to replace the existing YIELD sign on Enterprise.
- Ms. Maten stated that this intersection is the primary route for children on Enterprise to cross Robinwood to go to Morse Elementary to the northwest.
- This intersection was previously considered by the Traffic Committee in January 2002. The installation of the current YIELD sign on Enterprise at Robinwood was approved by TCO #02-02-SS (Y). Minutes of the meeting are attached.
- The intersection was most recently reviewed in September 2008.
- Traffic volumes have increased slightly since 2002 and pedestrian counts were also performed with the most recent review of the intersection.
- The city requested that our traffic engineering consultant review the request and provide a report of their findings and recommendations.
- The report recommends that the existing YIELD sign be changed to a STOP sign based on findings that the safe approach speed on Enterprise is less than 10 mph.
- A copy of this report is attached along with supporting information.

Recommendations:

- Staff recommends that the existing YIELD sign on Enterprise at Robinwood be replaced with a STOP sign.

Suggested Resolutions:

- a. Recommend installation of a STOP sign on Enterprise at Robinwood.
- b. Recommend installation of STOP signs on Robinwood at Enterprise.
- c. Recommend no changes at the intersection of Enterprise at Robinwood.



8. **Install STOP Sign on Enterprise at Robinwood Street.**

Cindy Pennington, 1924 Westwood, requests a STOP sign on Enterprise at Robinwood. Ms. Pennington indicated that she sees confusion at the intersection as to who has the right of way at the intersection.

Enterprise used to be a stub street running north from Maple Road. A residential development at the end of Enterprise opened up the road to Robinwood; today the roadway runs from Maple to Robinwood. Robinwood serves as an access to the residential development in the area and to Morse Elementary School.

Recent traffic counts indicate that Enterprise carries around 280 vehicles in a day, and Robinwood carries around 2000 vehicles in a day. Average traffic volumes on Troy residential roadways range between 200 and 5000 vehicles per day.

Since this intersection has not been in existence for a long time, there haven't been significant crashes at the intersection that may have been prevented by a STOP sign.

A sight distance study showed no significant sight obstructions at the intersection. A fence and one shrub in the southeast corner may pose minor sight obstructions to a motorist.

Sgt. Redmond said that Enterprise is becoming a major cut-through street and traffic is increasing significantly. Robinwood and Enterprise also carry vehicles to and from Morse Elementary School.

Motion by Halsey
Supported by Kilmer

To recommend installation of a YIELD sign on Enterprise at Robinwood.

YEAS: 6

NAYS: 0

ABSENT: 1

October 10, 2008



Mr. William Huotari, P.E.
Deputy City Engineer
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Subject: Traffic Control Recommendation for the intersection of Robinwood Drive and Enterprise Drive
OHM JN: 0128-08-0050

Dear Mr. Huotari:

As requested, we have reviewed the Robinwood Drive/Enterprise Drive intersection to determine the proper traffic control. The subject intersection is a T-intersection located in the City of Troy, approximately 0.4 miles north of Maple Road and 650' west of Rochester Road. Enterprise Drive is a local street, which runs north-south forming T-intersections at both ends (with Maple Road to the south and Robinwood Drive to the north). Robinwood Drive is a local street running in the east-west direction. Morse Elementary School and Robinwood Park are located less than 1,000 feet west of the intersection along the north and south sides of Robinwood Drive respectively. The speed limit on both streets is 25 mph. There is currently a YIELD sign on Enterprise Drive, which is the northbound approach to the intersection. Reference the attachments for an aerial photograph and intersection photos.

Background on Traffic Control Determination

Based on the *Michigan Manual of Uniform Traffic Control Devices (MMUTCD)* there are four conditions where STOP signs may be warranted:

- At the intersection of a less important road with a main road where application of the normal right-of-way rule is unduly hazardous.
- On a street entering a through highway or street.
- At an unsignalized intersection in a signalized area.
- At other intersections where a combination of high speed, restricted view, or crash records indicate a need for control by the STOP sign.

Many times STOP signs are installed where they may not warranted. Traffic experts agree that unnecessary STOP signs:

- Cause accidents they are designed to prevent.
- Breed contempt for other necessary STOP signs.
- Waste millions of gallons of gasoline annually.
- Create added noise and air pollution.
- Increase, rather than decrease, speeds between intersections.

The use of "multiway-STOP" or "all-way" STOP sign installation is discouraged. The multiway-STOP warrant requires the volumes of traffic per approach leg on intersecting roads to be approximately equal.

The use of a YIELD sign is intended to assign the right-of-way at intersections where it is not usually necessary to stop before proceeding into the intersection. Conversely, the STOP sign is intended for use where it is usually necessary to stop before proceeding into the intersection. The following conditions should be fully evaluated to determine how the right-of-way should be assigned:

- Traffic Volumes: Normally, the heavier volume of traffic should be given the right-of-way.
- Approach Speeds: The higher speed traffic should normally be given the right-of-way.
- Types of Highways: When a minor highway intersects a major highway, it is usually desirable to control the minor highway.
- Sight Distance: Sight distance across the corners of the intersection is the most important factor and is critical in determining safe approach speeds.

Traffic Volumes

24-Hour traffic volumes were provided by the City of Troy. The counts indicate the average daily traffic (ADT) on Enterprise Drive to be 343 with Robinwood Drive at 2,170. The highest peak hour volumes along each road are 43 for Enterprise Drive and 280 on Robinwood Drive. The MMUTCD indicates that multi-way STOP control could be warranted if there were at least 300 vehicles per hour from the major street approaches and 200 units (vehicles, pedestrians and bicycles) per hour from the minor street approaches for the same eight hours on an average day. Based on the peak hour volumes alone, the option of multi-way STOP control does not meet warrants. In addition, the traffic volumes at the intersection are not directionally balanced, which is required for multi-way STOP control.

In addition to vehicular traffic, pedestrian traffic has also been counted at the intersection. The peak period for pedestrian traffic is between 2:15 and 3:30 in the afternoon. During this period there were a total of 43 north-south crossings made. With the pedestrian and vehicular traffic added together this location is still below warrant thresholds for multi-way STOP control. All vehicular and pedestrian traffic counts are provided as an attachment to this letter.

Crash Analysis

There have been no crashes recorded in the past four years at this intersection.

Approach Speeds

The approach speed limit on both streets is 25 mph. Speed limits alone cannot be used in this case to determine which direction of traffic should be assigned the right-of-way.

Types of Highways

Although both Enterprise Drive and Robinwood Drive are considered local streets, Robinwood Drive is considered the major road at this intersection based on the traffic volumes. The road with the heavier volume of traffic, Robinwood Drive, should be given the right-of-way.

Sight Distance

The only major sight distance obstructions at the intersection are the houses on the southeast and southwest quadrants. The houses and sight distance come into play when determining the safe approach speeds for the intersection. The safe approach speed is the speed at which a vehicle can approach an intersection and still stop in time to avoid a collision with a vehicle on the cross street. Safe approach speeds are determined through calculations.

Mr. William Huotari, P.E.
October 10, 2008
Page 3

When the safe approach speed is found to be greater than 10 mph for the minor road, a YIELD sign is commonly used. In this case, the safe approach speed on Enterprise Drive was found to be less than 10 mph; therefore a STOP sign is the recommended treatment. The safe approach speed calculation spreadsheet is attached for your reference.

Recommendation

OHM recommends that the intersection control be modified from a YIELD sign to a STOP sign on the Enterprise Drive northbound approach to the intersection. We recommend against modifying the intersection to multi-way STOP control.

Sincerely,
Orchard Hiltz & McCliment, Inc.



Steven M. Loveland, PE, PTOE
Traffic Project Engineer

Attachments:

- Aerial and Intersection Photos
- Traffic and Pedestrian Counts
- Safe Approach Speed Calculation Spreadsheet



Geographical Information Systems Online

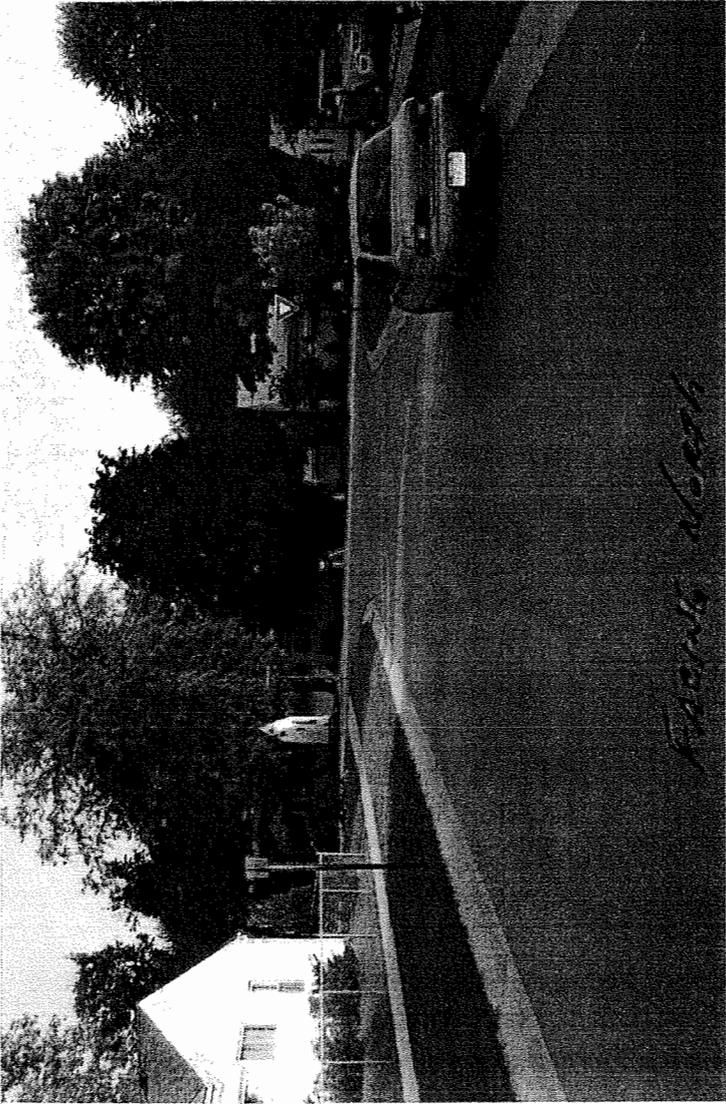


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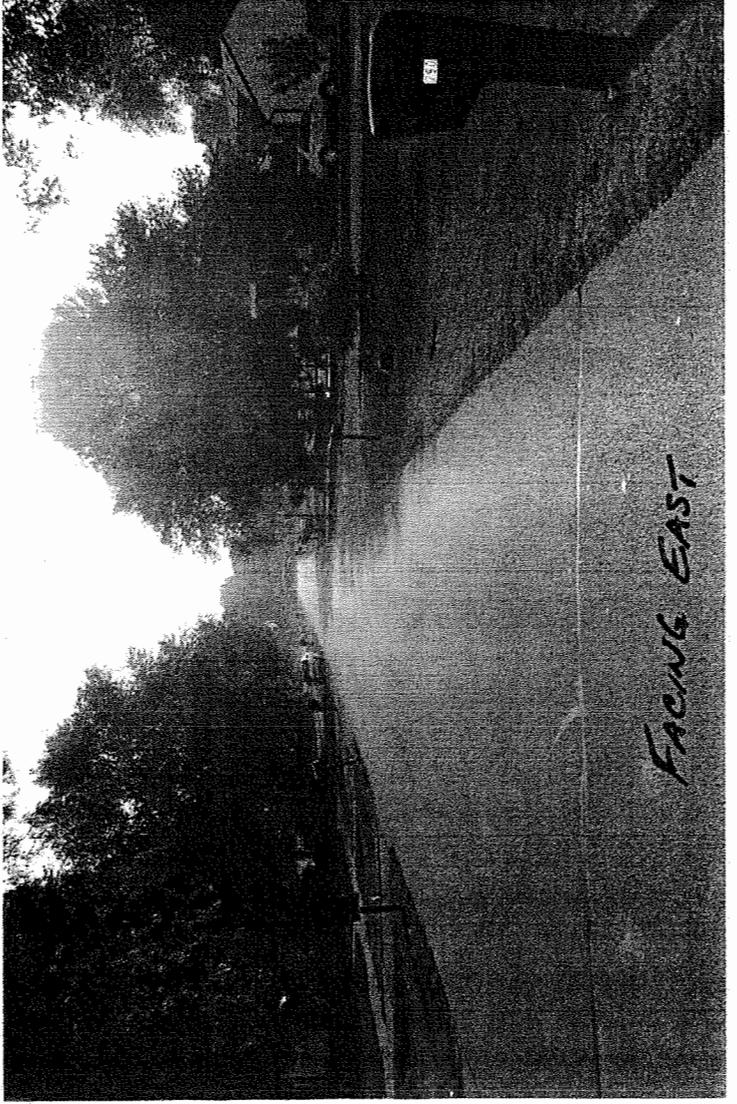


15510 S. 15th

ROBWOOD / ENTERPRISE #1



FACING WEST



FACING EAST

Safe Approach Speed Calculation

Enterprise and Robinwood
City of Troy, MI

Major = Robinwood
Local = Enterprise

Date: 10/9/2008

Analyst: S. Loveland

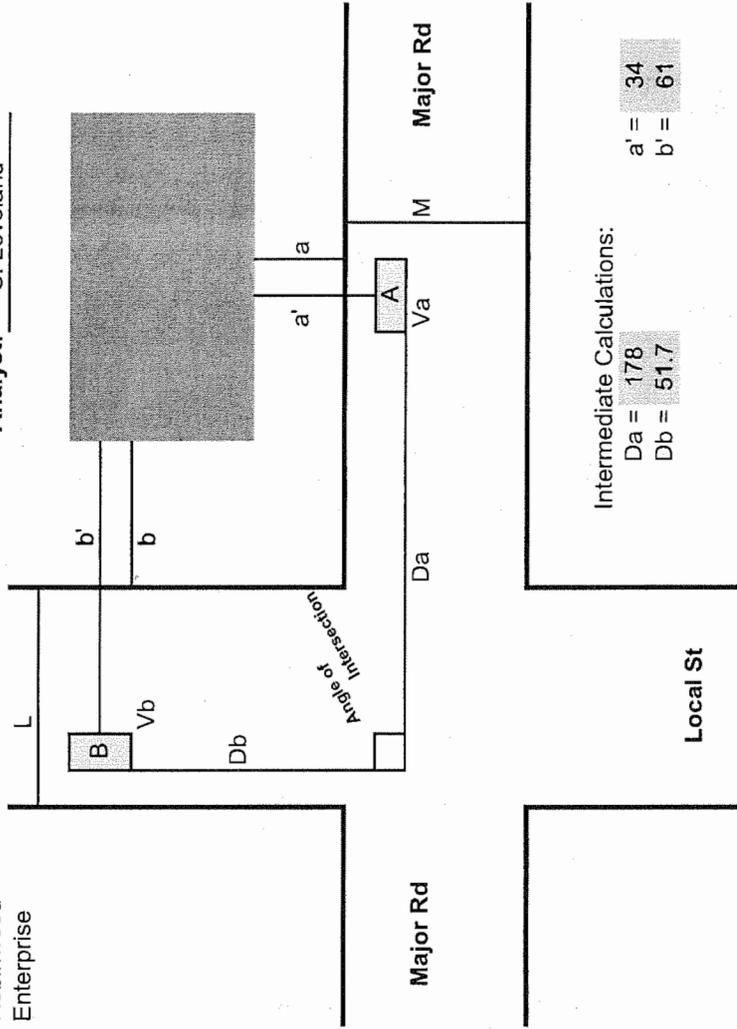
Measured:

Width of Roads
 Major: M = 24 (ft)
 Local: L = 24 (ft)

Distance to Obstruction
 a = 25 (ft)
 b = 46 (ft)

Angle of Intersection
 Delta = 90 (degrees)

Major Rd Posted
 Speed Limit = 25 (mph)



Assumed:

Speed of Vehicle A = Posted Speed Limit
 on Major Road + 5 (mph)
 Va = 30 (mph)

Perception / Reaction Time (AASHTO)
 t = 2.0 (sec)

Coefficient of friction (AASHTO)
 f = 0.40

Clearance distance in excess of safe stopping distance (AAA)
 C = 15 (ft)

Intermediate Calculations:
 Da = 178
 Db = 51.7
 a' = 34
 b' = 61

Calculated Safe Approach Speed for Vehicle
 Approaching on Local Rd
 Vb = 9.8 (mph)

Notes: Enter field measurements in yellow highlighted area.
 Blue fields are std. default values; change only for cause.
 Calculated by spreadsheet

Recommended ROW control for local street
 based on safe approach speed :

STOP Sign



TRAFFIC COMMITTEE REPORT

November 6, 2008

TO: Traffic Committee

FROM: Bill Huotari, Deputy City Engineer *WJH*

SUBJECT: Torpey Drive at Rochester
NO LEFT TURN Request

Background:

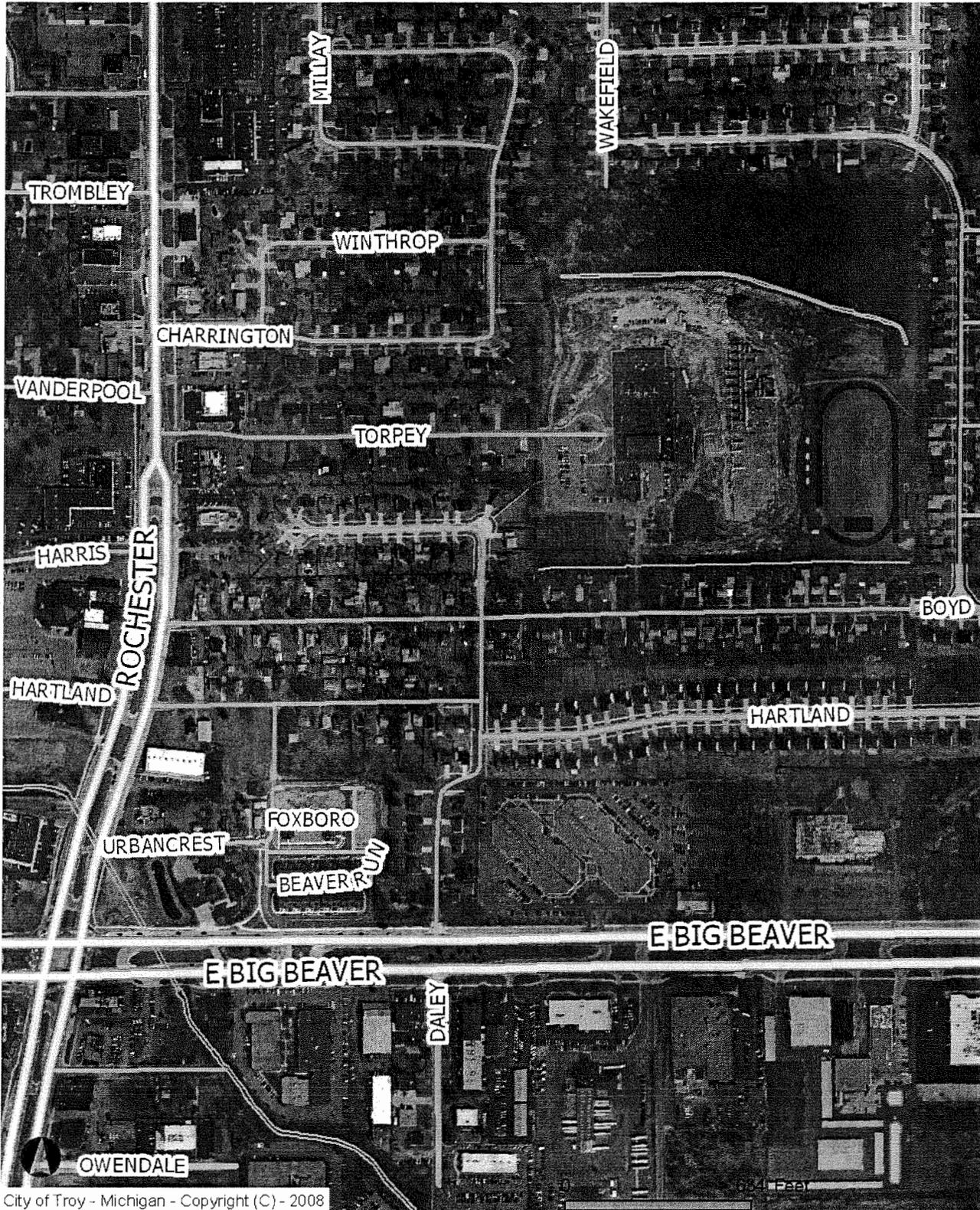
- The Troy Police Department requests that a "NO LEFT TURN" sign be placed at the intersection of Torpey Drive and Rochester Road.
- The sign would be limited to 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m., Monday through Friday so that during off-school times residents would still be able to make turns when traffic allowed.
- The Troy Police Department has already requested that buses leaving the Baker Middle School site use Torpey and Boyd, which the Troy School District has complied with.
- Bus routes to the south are exiting the site and accessing Boyd so that they can make a right turn at Rochester, travel north to the cross over, make a Michigan left and continue south on their route.
- Bus routes to the north are still using Torpey as they can make a right turn at Rochester and continue to the north.
- Significant backups are still occurring in the afternoon due to vehicles attempting to make a left turn from Torpey to Rochester.
- Placement of the sign would require that all traffic on Torpey turn right on Rochester during the specified hours.
- It is likely that additional vehicles would use Boyd to travel south on Rochester Road.

Recommendations:

- Staff recommends that a "NO LEFT TURN" sign be placed at the intersection of Torpey Drive and Rochester Road.

Suggested Resolutions:

- a. Recommend installation of a "NO LEFT TURN" sign at Torpey Drive and Rochester Road be placed limiting left turns between the hours of 7-9 a.m. and 2-4 p.m., Monday through Friday.
- b. Recommend no changes at Torpey Drive and Rochester Road.



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Geographical Information Systems Online

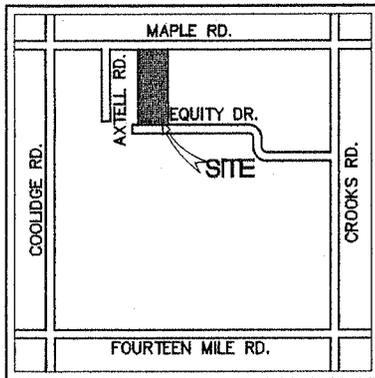
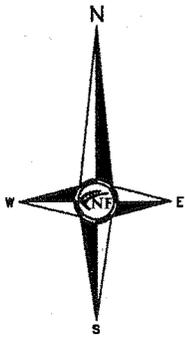


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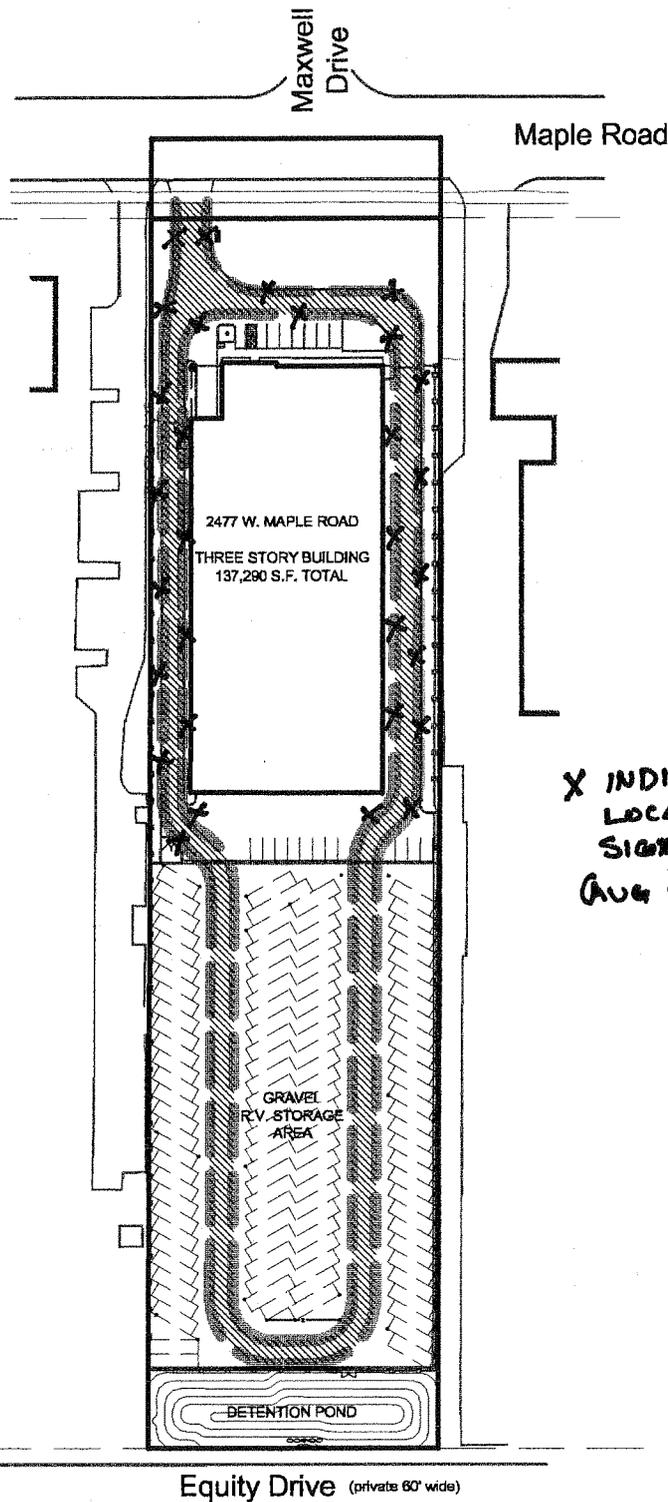
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2477 W. Maple Road

FIRE LANES

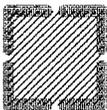


Location Map

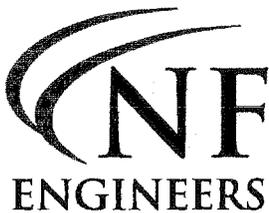


X INDICATES APPROXIMATE LOCATION OF FIRE LANE SIGNS (AUG 08)

LEGEND



DENOTES ON-SITE FIRE LANE



NOWAK & FRAUS ENGINEERS
1310 N. STEPHENSON HWY.
ROYAL OAK, MI 48067-1508
TEL. (248) 399-0886
FAX. (248) 399-0805

PREPARED FOR:

WEST MAPLE VENTURES LLC
10651 NORTHEND
FERNDAL, MI 48220

SCALE

N.T.S.

DATE

07-23-2008

DRAWN

S.R.M.

JOB NO.

8406-04

SHEET

1 of 1



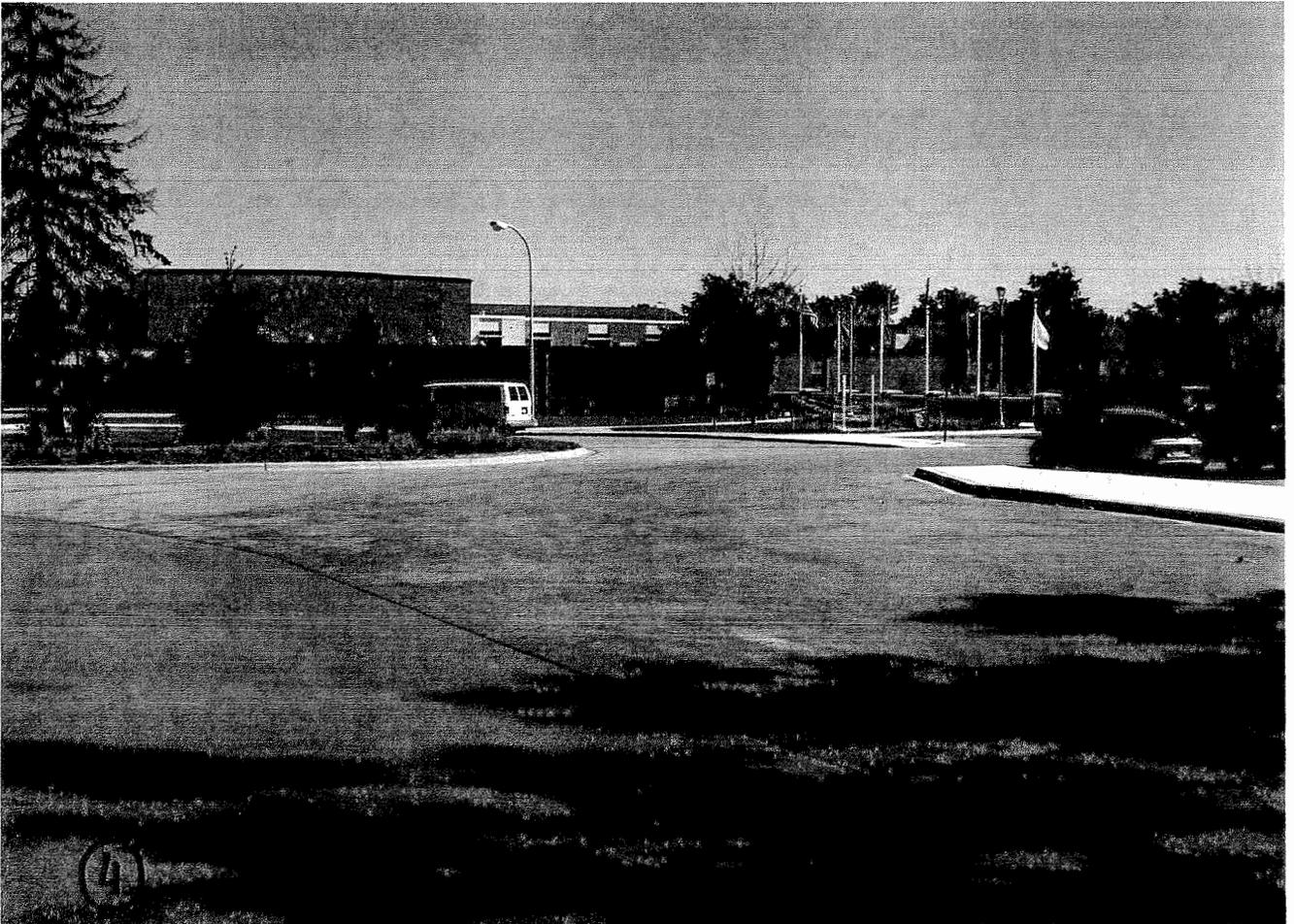
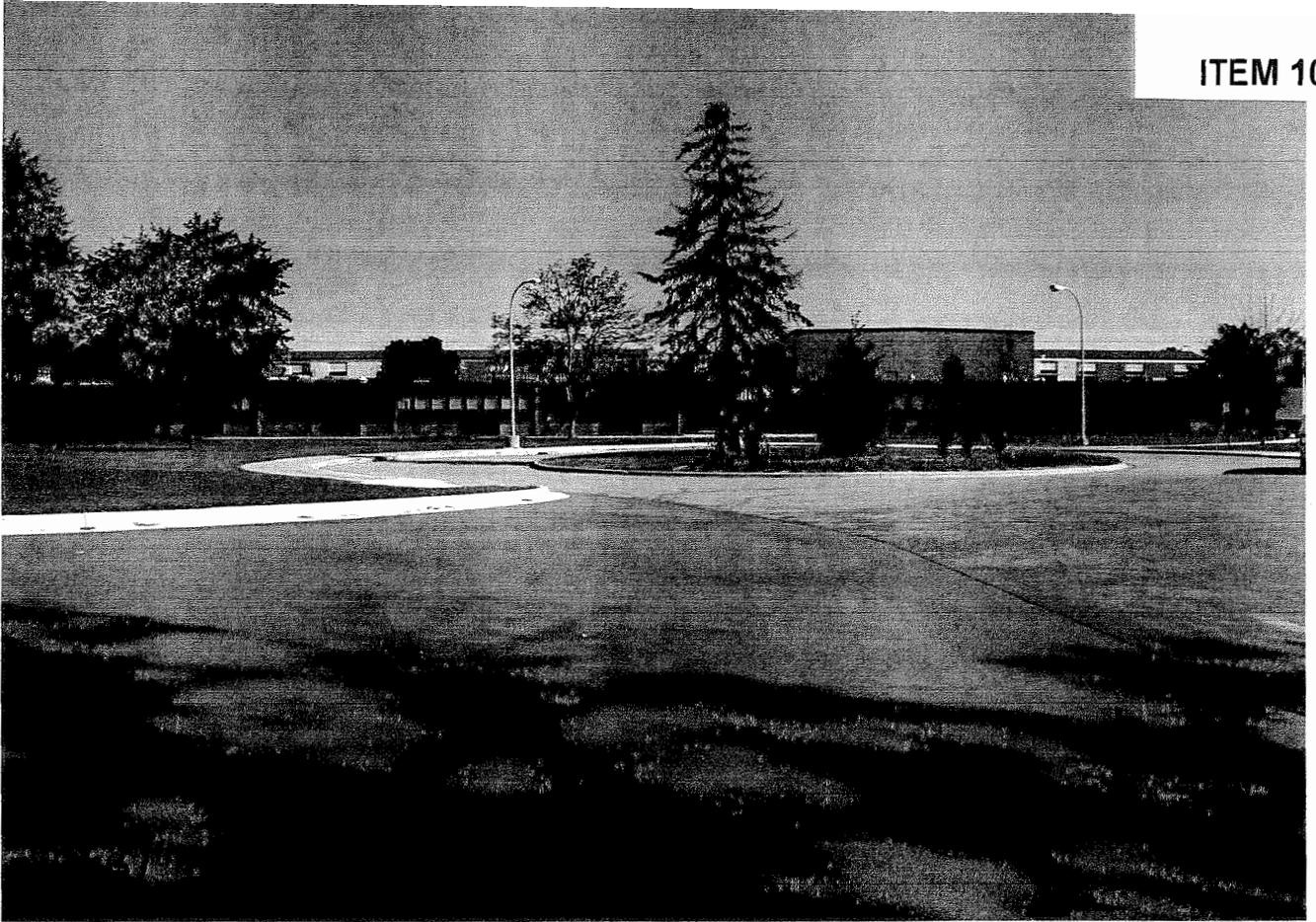
Geographical Information Systems Online

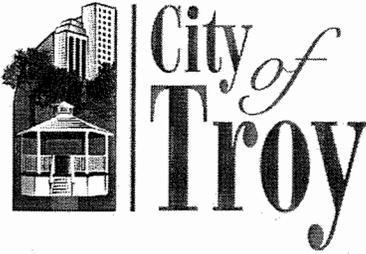


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CITY COUNCIL ACTION REPORT

December 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
 Steven J. Vandette, City Engineer
 Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC *PAT*

SUBJECT: Request for Approval of Purchase Agreement
 Wattles Road Improvements, Bristol to Worthington
 Project No. 01.106.5 – Parcel #1 – Sidwell #88-20-15-476-027
 Joan E. Facchini

Background:

- In connection with the proposed improvements to Wattles Road, from Bristol to Worthington, the Real Estate & Development Department received a Purchase Agreement from Joan E. Facchini. This parcel is located on the north side of Wattles Road, between Bristol and Rochester in the southeast ¼ of Section 15.

Financial Considerations:

- An appraisal was prepared by Raymond V. Bologna, CRE, MAI, and David J. Abraham, SRA, both State Certified Appraisers and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that \$40,000, plus closing costs for the acquisition of the property described in the purchase agreement is a justifiable amount for this acquisition.
- Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are included in the 2008-09 Major Road fund, account number 401479.7989.011065.

Legal Considerations:

- The format and content of the purchase agreement is consistent with documents previously accepted by City Council.

Policy Considerations:

- The purpose of this project is to relieve congestion, improve safety and improve the flow of traffic. (Outcome Statements I, II and III)

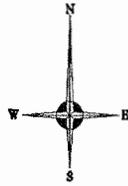
Options:

- City Management recommends that City Council approve the attached purchase agreement from Joan E. Facchini so that the City can proceed with the acquisition of this right-of-way.

RIGHT OF WAY ACQUISITION

EXHIBIT 'B'
PARCEL 1

NOTE: DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 40'

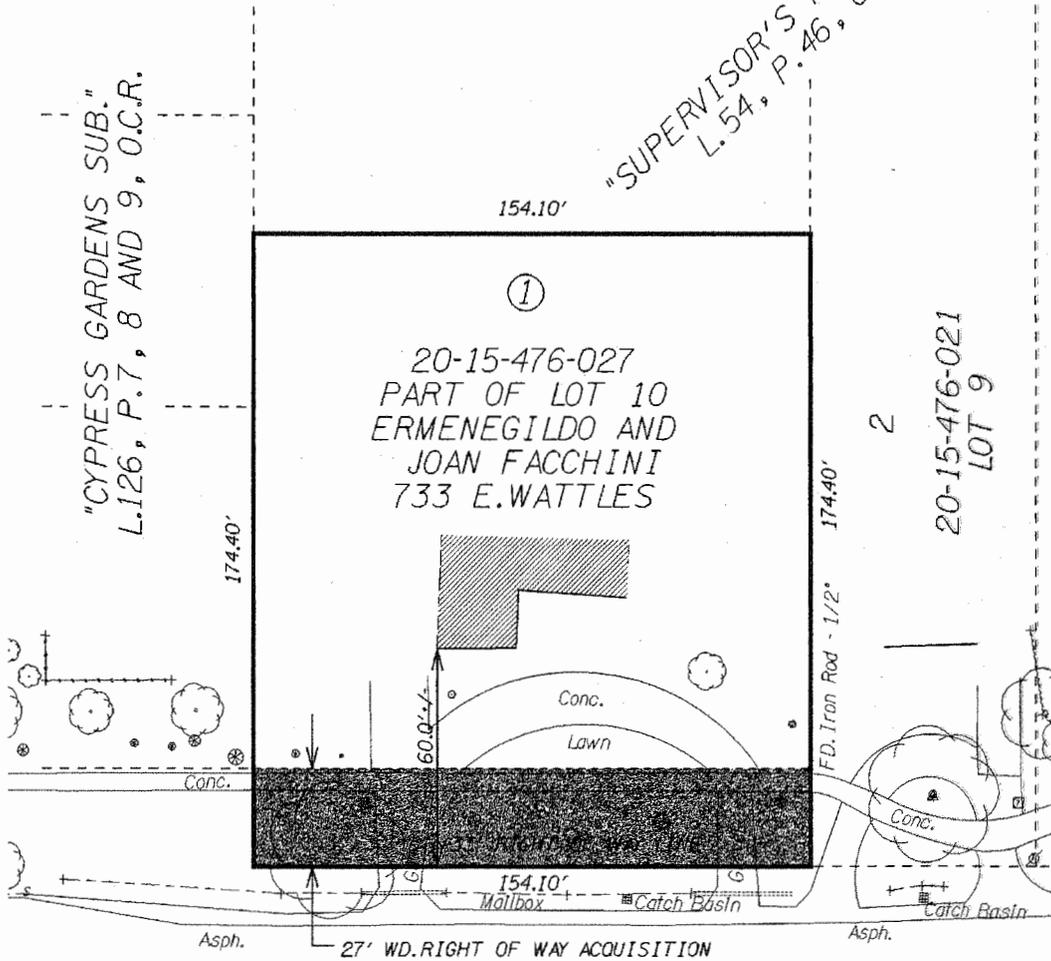
20-15-476-026
PART OF LOT 10

"SUPERVISOR'S PLAT NO. 14"
L. 54, P. 46, O.C.R.

"CYPRESS GARDENS SUB."
L. 126, P. 7, 8 AND 9, O.C.R.

①
20-15-476-027
PART OF LOT 10
ERMENEGILDO AND
JOAN FACCHINI
733 E. WATTLES

2
20-15-476-021
LOT 9



20-15-476-027
ERMENEGILDO AND JOAN FACCHINI
TOTAL AREA = 26,875 S.F.
R.O.W. ACQUISITION = 4,161 S.F.
REMAINDER = 22,714 S.F.

JOB NO. 20010397	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 2
DATE 04-14-08		OF 2

TIME - 14-APR-2008 07:46

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DESIGN FILE - V:\200103\20010397\FV\010397_001.dgn

USER NAME - dhobby

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Joan E. Facchini, survivor of herself and her deceased husband Ermenegildo Facchini, whose death certificate is attached (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Forty Thousand and no/100 Dollars (\$40,000) under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.
9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.

10. Additional conditions, if any:

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 8 day of DEC., 2008.

In presence of:

Scott Finlay
SCOTT FINLAY
Fred Prost
FRED PROST

CITY OF TROY (BUYER)

Patricia A. Pettit
PATRICIA A. PETITTO

SELLER:

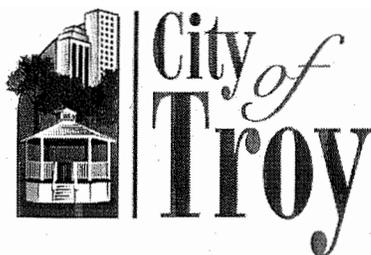
Joan E. Fachini
Joan E. Fachini

04-14-08
20010397
20-15-476-027

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

The South 27.00 feet of the South 174.40 feet of Lot 10 "Supervisor's Plat No. 14" a subdivision of part of the Southeast ¼ of Section 15, T2N, R11E, Troy Township (now City of Troy), Oakland County, Michigan, as recorded in Liber 54 of Plats, Page 46, Oakland County Records.
Said acquisition contains 4,161 square feet, or 0.096 acres, more or less.



CITY COUNCIL ACTION REPORT

December 8, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
 Steven J. Vandette, City Engineer
 Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC *PAP*

SUBJECT: Request for Approval of Purchase Agreement and
 Acceptance of Permanent Public Utility Easement
 Rochester Road Improvements, Torpey to Barclay
 Project No. 99.203.5 – Parcel 33 – Sidwell #88-20-22-276-056
 Douglas P. Blunden and Mary Ann Blunden

Background:

- In connection with the proposed improvements to Rochester Road, from Torpey to Barclay, the Real Estate & Development Department received a Purchase Agreement and Permanent Public Utility Easement from Douglas P. Blunden and Mary Ann Blunden. This parcel is located on the west side of Rochester Road, between Colebrook and Troywood in the northeast ¼ of Section 22.

Financial Considerations:

- An appraisal was prepared by Raymond V. Bologna, CRE, MAI, State Certified Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that \$72,100, plus closing costs for the acquisition of the property described in the purchase agreement and \$4,700 for the Permanent Public Utility Easement are justifiable amounts for this acquisition.
- Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are included in the 2008-09 Major Road fund, account number 401479.7989.992035.

Legal Considerations:

- The format and content of the purchase agreement and easement are consistent with documents previously accepted by City Council.

Policy Considerations:

- The purpose of this project is to relieve congestion, improve safety and improve the flow of traffic. (Outcome Statements I, II and III)

Options:

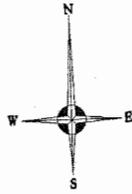
- City Management recommends that City Council approve the attached purchase agreement and accept the attached Permanent Public Utility Easement from Douglas P. Blunden and Mary Ann Blunden so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Blunden Purchase Agreement & PUE

RIGHT OF WAY ACQUISITION

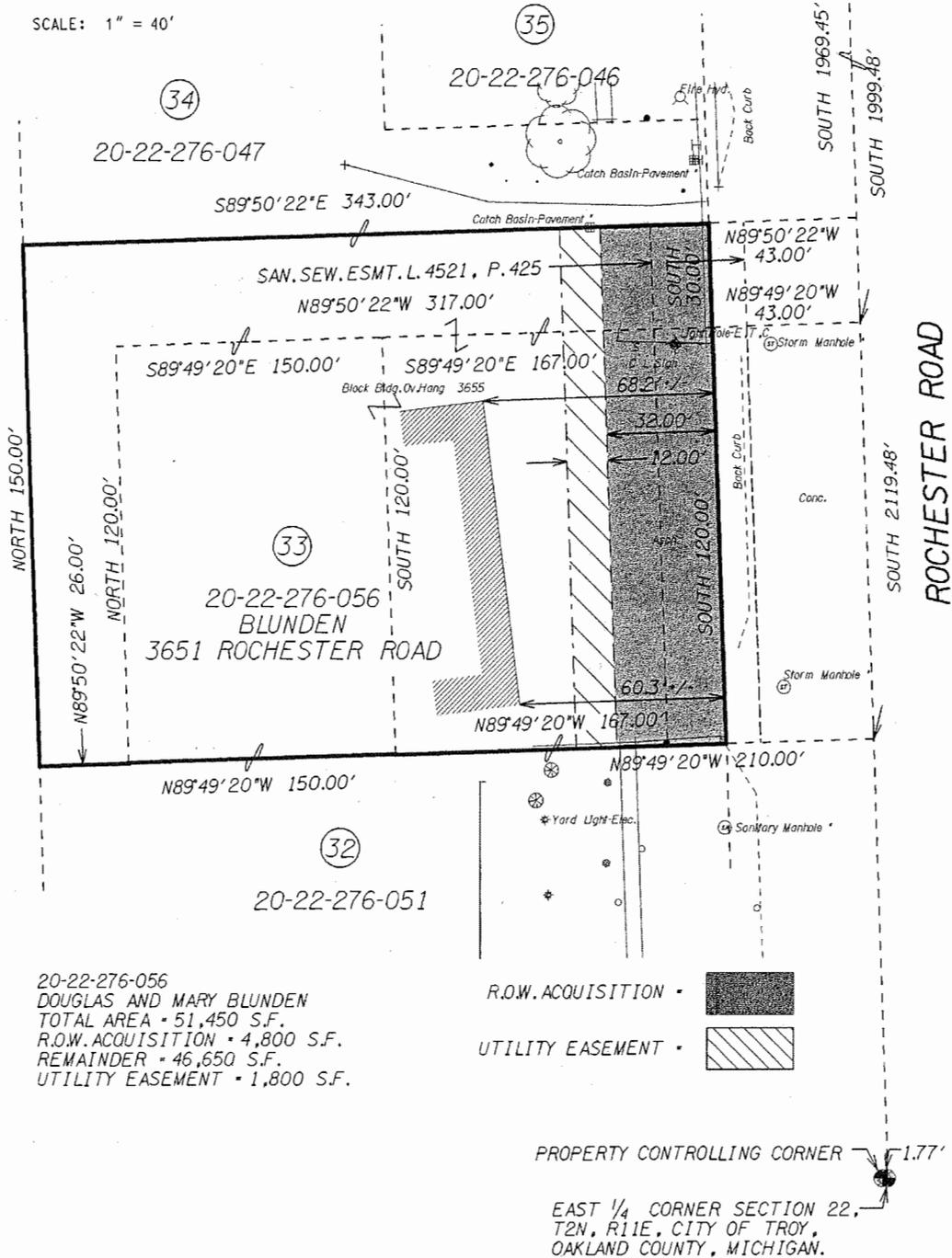
EXHIBIT 'B' PARCEL 33

NOTE: DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 40'

NORTHEAST CORNER SECTION 22,
T2N, R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.



20-22-276-056
DOUGLAS AND MARY BLUNDEN
TOTAL AREA • 51,450 S.F.
R.O.W. ACQUISITION • 4,800 S.F.
REMAINDER • 46,650 S.F.
UTILITY EASEMENT • 1,800 S.F.

R.O.W. ACQUISITION •
UTILITY EASEMENT •

PROPERTY CONTROLLING CORNER 1.77'
EAST 1/4 CORNER SECTION 22,
T2N, R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.

TIME • 14-AUG-2008 07:50
 PEN_TBL • J:\M\working\8691\back.dwg
 QUEUE • C:\pwin\CPBNTIFF
 CUR_TBL • J:\M\data\pwin\21.dwg
 DESIGN FILE • J:\1999\199904\19990476\cad\76\19990476.as33_001.dgn
 USER NAME • dthebert

REV. 08-13-08

JOB NO. 19990476	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH.	SHEET NO. 2
DATE 02-11-08		OF 2

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Douglas P. Blunden and Mary Ann Blunden, husband and wife (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Seventy-Two Thousand, One Hundred and no/100 Dollars (\$72,100) under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.

2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.

3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.

4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.

5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.

6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.

7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.

8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.

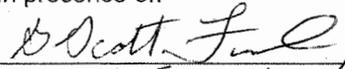
9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.

10. Additional conditions, if any:

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

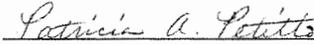
IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 8TH day of DECEMBER, 2008.

In presence of:

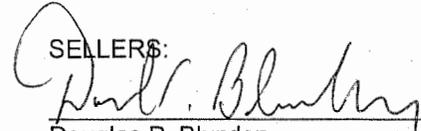

SCOTT FINLAY

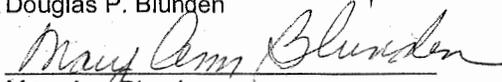

ANTONIO CICCHETTI

CITY OF TROY (BUYER)


PATRICIA A. PETITTO

SELLERS:


Douglas P. Blunden


Mary Ann Blunden

01-30-08
19990476
20-22-276-056
rev. 08-13-08

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

The East 32.00 feet of the following described property: Part of the Northeast $\frac{1}{4}$ of Section 22, T2N, R11E, City of Troy, Oakland County, Michigan, beginning at point distant South 1,969.45 feet and N89°50'22"W 43.00 feet from the Northeast corner of said Section 22; thence South 30.00 feet; thence N89°50'22"W 317.00 feet; thence South 120.00 feet; thence N89°50'22"W 26.00 feet; thence North 150.00 feet; thence S89°50'22"E 343.00 feet to the Point Of Beginning. Also beginning at a point distant South 1,999.48 feet and N89°49'20"W 43.00 feet from the Northeast corner of said Section 22; thence South 120.00 feet; thence N89°49'20"W 167.00 feet; thence North 120.00 feet; thence S89°49'20"E 167.00 feet to the Point Of Beginning. Said acquisition contains 4,800 square feet, or 0.110 acres, more or less.

PERMANENT UTILITY EASEMENT

Sidwell #88-20-22-276-056
Parcel #33

Douglas P. Blunden and Mary Ann Blunden, Grantors, whose address is: 3651 Rochester, Troy, MI 48083 for and in consideration of the sum of: Four Thousand, Seven Hundred and no/100 Dollars (\$4,700) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 grants to the Grantee a utility easement, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

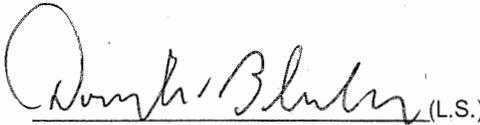
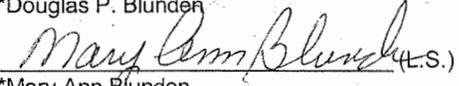
SEE ATTACHED EXHIBIT "A"

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee. The Grantee agrees to reimburse the Grantors all costs related to the relocation of two small signs to an approved location outside of the easement area, based on the lowest of three bids from an approved sign company.

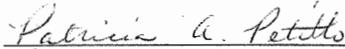
This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed THEIR signature(s) this 8TH day of DECEMBER, 2008.

 (L.S.)
*Douglas P. Blunden
 (L.S.)
*Mary Ann Blunden

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER, 2008, by Douglas P. Blunden and Mary Ann Blunden, husband and wife.


*PATRICIA A. PETITTO
Notary Public, OAKLAND County, Michigan
Acting in OAKLAND County, Michigan
My Commission Expires 12-31-11

Prepared by: Patricia A. Petitto
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

01-30-08
19990476
20-22-276-056
rev. 08-13-08

EXHIBIT 'A'

DESCRIPTION OF UTILITY EASEMENT

The West 12.00 feet of the east 44.00 feet of the following described property: Part of the Northeast ¼ of Section 22, T2N, R11E, City of Troy, Oakland County, Michigan, beginning at point distant South 1,969.45 feet and N89°50'22"W 43.00 feet from the Northeast corner of said Section 22; thence South 30.00 feet; thence N89°50'22"W 317.00 feet; thence South 120.00 feet; thence N89°50'22"W 26.00 feet; thence North 150.00 feet; thence S89°50'22"E 343.00 feet to the Point Of Beginning. Also beginning at a point distant South 1,999.48 feet and N89°49'20"W 43.00 feet from the Northeast corner of said Section 22; thence South 120.00 feet; thence N89°49'20"W 167.00 feet; thence North 120.00 feet; thence S89°49'20"E 167.00 feet to the Point Of Beginning.

Said easement contains 1,800 square feet, or 0.041 acres, more or less.



CITY COUNCIL ACTION REPORT

DATE: December 4, 2008

TO: Phillip L. Nelson, City Manager

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

SUBJECT: Preliminary Site Condominium Review – Adams Road Site Condominium, East side of Adams, South of South Boulevard, Section 6 – R-1A

Background:

- The Planning Commission recommended approval of Adams Road Preliminary Site Condominium Plan at the November 11, 2008 Regular meeting.
- The applicant is proposing a 5-unit site condominium on a 4.98-acre parcel. The development will utilize the One-Family Cluster Option (Section 34.70.00) which provides for reduced lot sizes and setbacks. The applicant is required to provide at least 30% open space; at least 25% of the open space shall be non-regulated wetlands.
- The applicant prepared a parallel plan that indicates that five units can be developed on the property using conventional R-1A area and bulk requirements.

Financial Considerations:

- There are no financial considerations for this item.

Legal Considerations:

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

Policy Considerations:

- The application is consistent with the following “Outcome Statements” as established at the July 1, 2008 Special Council meeting:
 - II. Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues.
 - III. Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world.

Options:

- City Council can approve the Preliminary Site Condominium Plan as submitted or with conditions.
- City Council can deny the Preliminary Site Condominium Plan.
- City Management recommends approval of the Adams Road Preliminary Site Condominium Plan.

Attachments:

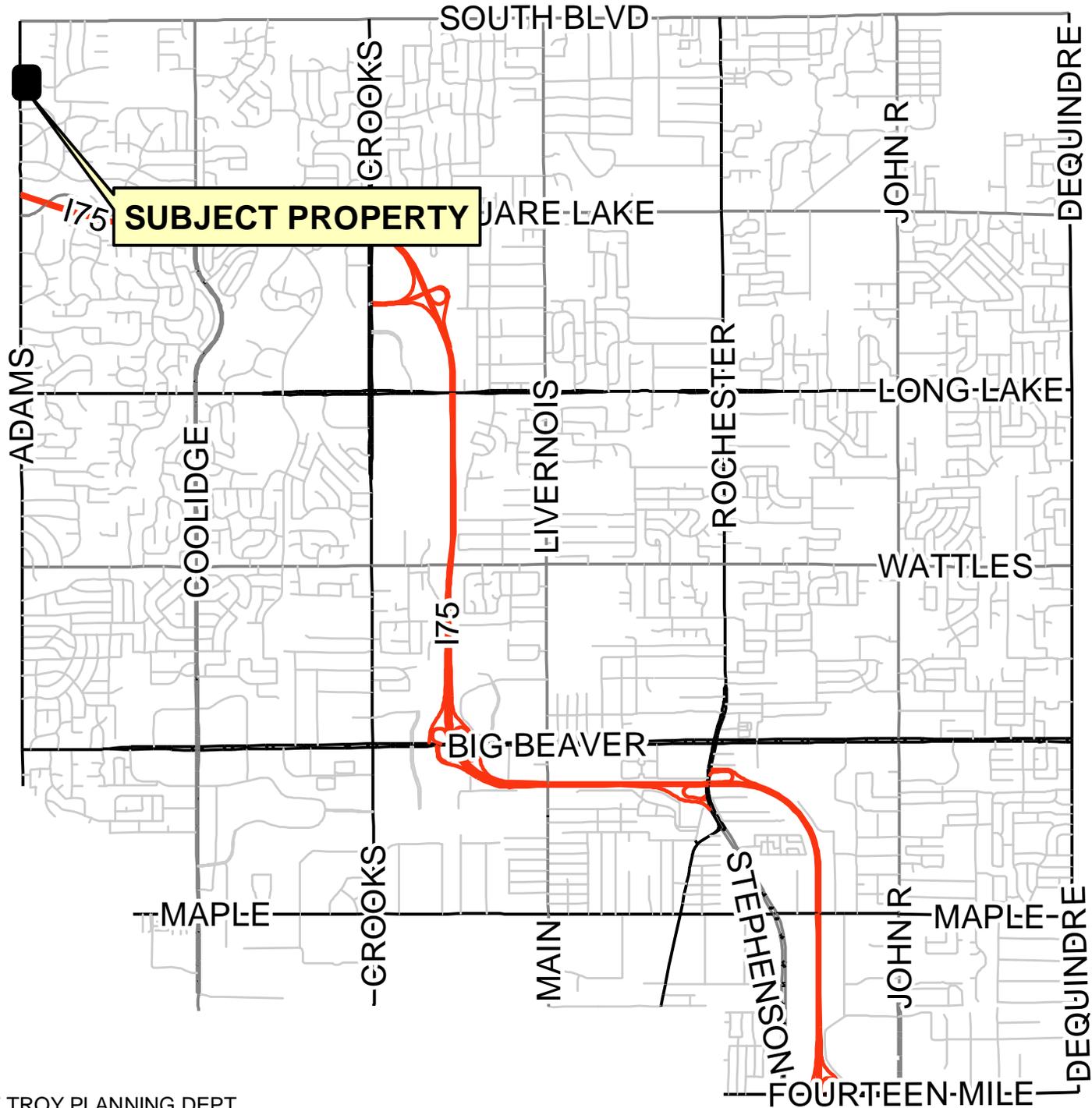
1. Maps.
2. Minutes from the November 11, 2008 Planning Commission Regular meeting.

Prepared by RBS/MFM

cc: Applicant
File/Adams Road Site Condominium

G:\SUBDIVISIONS & SITE CONDOS\Adams Road Site Condo Sec 6\CC Approval Adams Road Site Condo 12 15 08.docx

CITY OF TROY



SITE CONDOMINIUM SITE PLAN REVIEW
PROPOSED ADAMS ROAD SITE CONDOMINIUM
E SIDE OF ADAMS, S OF SOUTH BLVD.
SEC. 6

MEATH HUNT CIR

GALLOWAY BAY

DONEGAL

KILLARNEY

DUBLIN FAIR

SUBJECT PARCEL



LAKE CHARWOOD

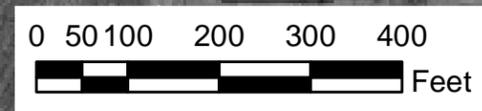
BEACH

ADAMS

LIMERICK

MALVERN

TEWKSBURY



SITE CONDOMINIUM SITE PLAN REVIEW
PROPOSED ADAMS ROAD SITE CONDOMINIUM
E SIDE OF ADAMS, S OF SOUTH BLVD.
SEC. 6

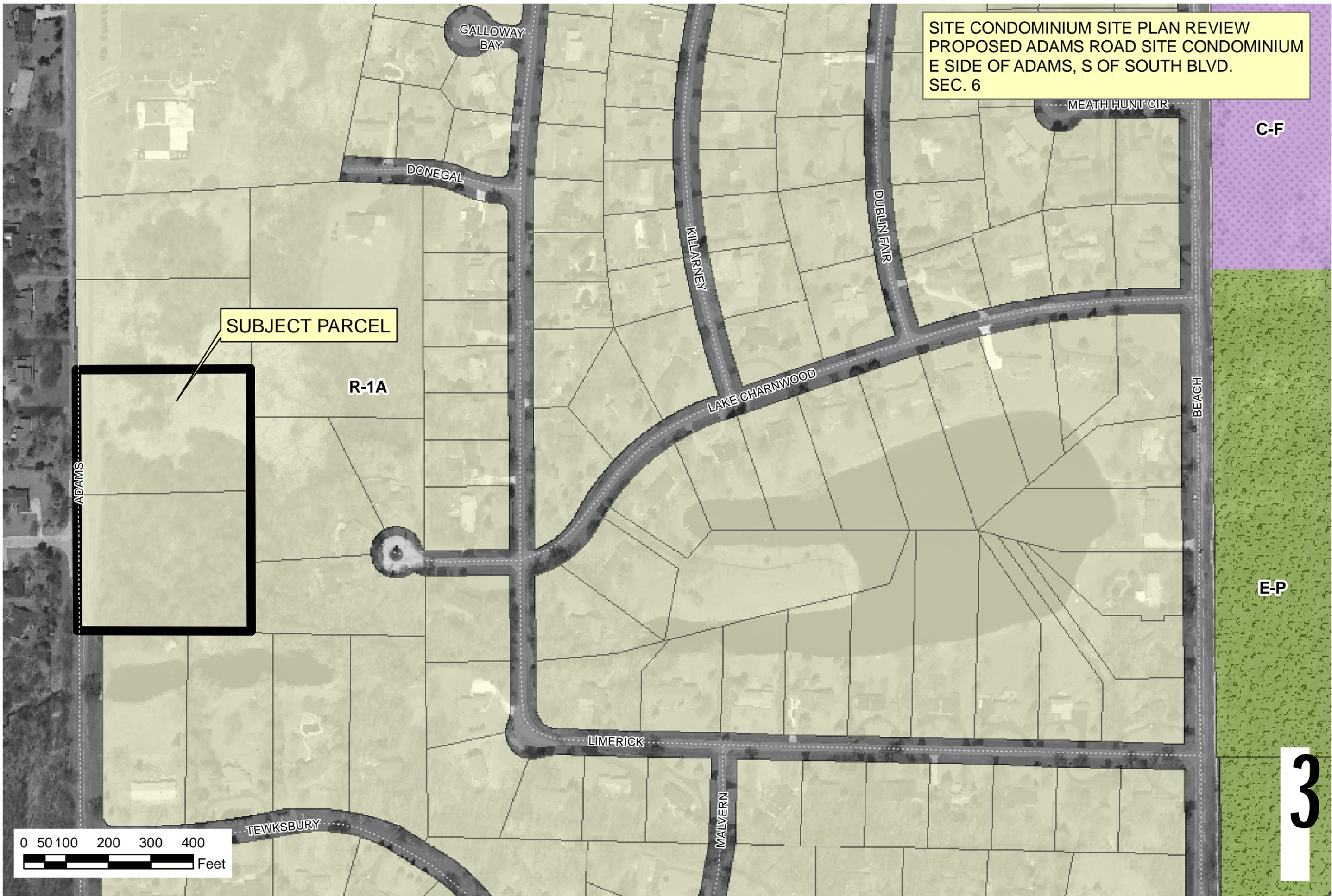
C-F

SUBJECT PARCEL

R-1A

E-P

3



SITE CONDOMINIUM SITE PLAN

9. **SITE CONDOMINIUM SITE PLAN REVIEW** – Adams Road Site Condominium (Renewal), 5 units/lots proposed, East side of Adams, South of South Blvd., Section 6, Zoned R-1A (One Family Residential) District

Mr. Savidant presented a summary of the Planning Department report on the proposed site condominium development, and reported it is the recommendation of City Management to approve the site condominium application as submitted.

There was a brief discussion as relates to revisions to the site plan, wetland delineations and MDEQ (Michigan Department of Environmental Quality) approval.

The petitioner, David Donnellon of Choice Group, 755 W. Big Beaver Road, Troy, was present. Mr. Donnellon addressed the proposed storm water management.

Chair Schultz opened the floor for public comment.

John Quasarano of 2862 Lake Charnwood, Troy, was present. He requested to view the site plan, of which a complete set was provided to him.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-133

Moved by: Sanzica
Seconded by: Strat

RESOLVED, That the Planning Commission recommends to City Council that the Preliminary Site Plan (Section 34.70.00 One-Family Cluster Option), as requested for Adams Road Site Condominium, including 5 units, located on the east side of Adams, south of South Boulevard, Section 6, within the R-1A zoning district, be granted.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

Plans are included with
Council agenda packets
and available for viewing at the
City Clerk's Office and the Troy Public Library



CITY COUNCIL ACTION REPORT

September 5, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Timothy L. Richnak, Public Works Director

SUBJECT: Agenda Item: Winter Maintenance Agreement, Road Commission for Oakland County

Background:

- Attached is a copy of the proposed 2008/2009 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.
- Since 2001 the City of Troy has serviced all county roads in Troy for snow and ice control.
- The amount of compensation to the City has increased by approximately two percent (2%) over last season's contract, which does not cover our cost but a higher level of service is provided and the Road Commission for Oakland County is in concurrence.
- It continues to be evident that this agreement is beneficial to both the RCOC and the City of Troy by allowing the City to administer Snow & Ice Control in a more timely and uniform manner to it's high priority roads and allowing the County to concentrate on it's highest priority roads, I-75 and M-59.

Financial Considerations:

- No additional staffing or equipment is required.

Legal Considerations:

- Legal counsel has reviewed the contract for form and legality.

Policy Considerations:

- Troy has enhanced the health and safety of the community.

Options:

- City management is in agreement with the measured lane mile figures as has been presented, and with the level of compensation for each road configuration; therefore we recommend that the proposed maintenance agreement be approved as printed.

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney



July 22, 2008

Mr. Timothy Richnak
Director of Public Works
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: 2008-2009 Winter Maintenance Agreement

Dear Mr. Richnak:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your City Council. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please note that the insurance provisions in Section V have been updated to include the Road Commission's current standard insurance requirements (see Exhibit C). If you have any comments on these provisions, you may contact Thomas Reiss, Legal Counsel, at 248-645-2000. Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in anyway to provide our citizens with the best road system possible.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/sll

Attachment

Board of Road Commissioners

Larry P. Crake
Chairman

Richard G. Skarritt
Vice-Chairman

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis M. Kolar
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lk. Rd.
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

TDD
248-858-8005

www.rcocweb.org



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE"

Board of Road Commissioners

Larry P. Crake
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis M. Kolar
Deputy Managing Director
County Highway Engineer

**Highway Maintenance
Department**

2420 Pontiac Lk. Rd.
Waterford, MI
48328

248-858-4881

FAX
248-858-7607

TDD
248-858-8005

www.rcocweb.org

July 29, 2008

Mr. Timothy Richnak
Director of Public Works
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: 2008-2009 Winter Maintenance Agreement - Exhibit C

Dear Mr. Richnak:

Enclosed is the Exhibit C Insurance Requirement, which was not included with the 2008-2009 Winter Maintenance Agreement that was mailed to you recently.

Please attach a copy of this exhibit to both copies of the agreement.

I am sorry for any inconvenience this may have caused.

Sincerely,

Jay Carter, P.E.
Maintenance Operations Engineer

/sll

Attachment

WINTER MAINTENANCE AGREEMENT

Under 1951 PA 51, As Amended

This Agreement made this _____ day of November, 2008, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, hereinafter referred to as the "BOARD", and the City of Troy, Oakland County Michigan, a Municipal Corporation hereinafter referred to as the "CITY", witnesseth as follows to-wit:

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for the winter maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for the winter maintenance of said roads under the terms of this Agreement and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement.

Winter maintenance ("Winter Maintenance"), as herein required to be performed by City, shall include the following minimum requirements:

SNOW AND ICE CONTROL: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel. Ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel.

II

City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Oakland County Drain Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

Only during that part of the year that the City is providing snow removal or ice control under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$249,691.36, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

35% in December 2008
65% in March 2009

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The usual maintenance guidelines and standard practices utilized by the Board, including but not limited to, the Board adopted Winter Maintenance Guidelines, shall control. Should any dispute arise as to the character or extent of Winter Maintenance or to City's performance hereunder, the controversy may be referred to an arbitration board consisting of the Road Commission for Oakland County Director of Highway Maintenance, the Public Works Director and a third person to be chosen by them for settlement thereof.

V

The City shall acquire and maintain, during the term of the Agreement, statutory Worker's Compensation Insurance, automobile and comprehensive general liability insurance coverage as described in Exhibit C attached hereto covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Certificates of insurance for each policy providing for 30 days notice of cancellation, termination or material change shall be provided to the Board, and are attached as Exhibit D.

VI

The City further agrees to comply with all relevant laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of the particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2008, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2009, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit B).

Witnesses:

CITY OF TROY
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

WINTER MAINTENANCE
2008-2009
CITY OF TROY

EXHIBIT A

Long Lake Road

Extending from Adams to Dequindre

1.54 miles at \$3,252.78 per mile	\$ 5,009.28
0.16 miles at \$4,615.14 per mile	\$ 738.42
3.47 miles at \$5,692.38 per mile	\$ 19,752.56
0.86 miles at \$7,020.96 per mile	<u>\$ 6,038.03</u>
TOTAL	\$ 31,538.29

John R Road

Extending from Fourteen Mile Road to South Boulevard

1.15 miles at \$3,252.78.00per mile	\$ 3,740.70
0.32 miles at \$4,615.14 per mile	\$ 1,476.84
4.37 miles at \$5,692.38 per mile	\$ 24,875.70
0.38 miles at \$7,020.96 per mile	<u>\$ 2,667.96</u>
TOTAL	\$ 32,761.20

Big Beaver

Extending from Adams to Dequindre

3.40 miles at \$5,692.38 per mile	\$ 19,354.09
2.61 miles at \$7,020.96 per mile	<u>\$ 18,324.71</u>
TOTAL	\$ 37,678.80

Crooks Road

Extending from Maple Road to South Boulevard

0.38 miles at \$3,252.78 per mile	\$ 1,236.06
0.26 miles at \$4,615.14 per mile	\$ 1,199.94
3.08 miles at \$5,692.38 per mile	\$ 17,532.53
1.40 miles at \$7,020.96 per mile	<u>\$ 9,829.34</u>
TOTAL	\$ 29,797.87

Livernois Road

Extending from Maple Road to South Boulevard

1.31 miles at \$3,252.78 per mile	\$ 4,261.14
0.34 miles at \$4,615.14 per mile	\$ 1,569.15
3.05 miles at \$5,692.38 per mile	\$ 17,361.76
0.43 miles at \$7,020.96 per mile	<u>\$ 3,019.01</u>
TOTAL	\$ 26,211.06

WINTER MAINTENANCE
2008-2009
CITY OF TROY

EXHIBIT A

Maple Road

Extending from Dequindre to Coolidge
5.01 Miles at \$5,692.38 per mile

\$ 28,518.83

South Boulevard

Extending from Dequindre to Adams
5.96 Miles at \$3,252.78 per mile

\$ 19,386.57

Dequindre Road

Extending from Fourteen Mile to South Boulevard

2.16 Miles at \$3,252.78 per mile

\$ 7,026.00

3.98 Miles at \$5,692.38 per mile

\$ 22,655.67

TOTAL

\$ 29,681.67

Adams Road

Extending from South Troy City Limits to South Boulevard

4.34 Miles at \$3,252.78 per mile

\$ 14,117.07

TOTAL

\$249,691.36

CITY OF TROY
 EXHIBIT A
 (Continued)

TWO LANES

(\$3,252.78 per mile)

1.54 miles	\$ 5,009.28
1.15 miles	\$ 3,740.70
0.38 miles	\$ 1,236.06
1.31 miles	\$ 4,261.14
5.96 miles	\$ 19,386.57
2.16 miles	\$ 7,026.00
<u>4.34 miles</u>	<u>\$ 14,117.07</u>
16.84 miles	\$ 54,776.82

THREE LANES

(\$4,615.14 per mile)

0.16 miles	\$ 738.42
0.32 miles	\$ 1,476.84
0.26 miles	\$ 1,199.94
<u>0.34 miles</u>	<u>\$ 1,569.15</u>
1.08 miles	\$ 4,984.35

FOUR OR FIVE LANES

(\$5,692.38 per mile)

3.47 miles	\$ 19,752.56
4.37 miles	\$ 24,875.70
3.40 miles	\$ 19,354.09
3.08 miles	\$ 17,532.53
3.05 miles	\$ 17,361.76
5.01 miles	\$ 28,518.83
<u>3.98 miles</u>	<u>\$ 22,655.67</u>
26.36 miles	\$150,051.14

SIX OR MORE LANES

(\$7,020.96 per mile)

0.86 miles	\$ 6,038.03
0.38 miles	\$ 2,667.96
2.61 miles	\$ 18,324.71
1.40 miles	\$ 9,829.34
<u>0.43 miles</u>	<u>\$ 3,019.01</u>
5.68 miles	\$ 39,879.05

TOTAL 49.96 miles \$249,691.36

35% in December, 2008	\$ 87,391.98
65% in March, 2009	<u>\$162,299.38</u>
	\$249,691.36

EXHIBIT C

ROAD COMMISSION FOR OAKLAND COUNTY

**SPECIAL PROVISION
FOR
INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE**

Section 107.10 of the Michigan Department of Transportation 1996 Standard Specifications for Construction is to be superseded with or replaced by the following:

Insurance Coverage:

The Contractor, prior to execution of the contract, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. **Workmen’s Compensation Insurance:** To provide protection for the Contractor’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker’s disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** To afford protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

1. Bodily Injury Liability		or: Single Limit: Bodily Injury
Each Person:	\$1,000,000	and Property Damage
Each Occurrence	\$1,000,000	Each Occurrence: \$1,000,000
Aggregate	\$2,000,000	Aggregate: \$2,000,000

Property Damage Liability:

Each Occurrence:	\$250,000
Aggregate:	\$250,000

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

- 2. **Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability) –** The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability		Single Limit: Bodily Injury
Each Person	\$ 500,000	and Property Damage Liability
Each Occurrence	\$1,000,000	Each Occurrence: \$2,000,000

Property Damage Liability:

Each Occurrence:	\$1,000,000
------------------	-------------

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- c. Excess and Umbrellas Insurance – The Contractor may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. The Contractor shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner’s Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor’s Public Liability Insurance.
- e. Notice – The Contractor shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the Contractor cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- f. Reports – The Contractor or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.
- g. A sample copy of the Road Commission for Oakland County Certificate of Insurance (Form 92) is included in the proposal. A certificate will be forwarded to the successful bidder along with the Contract and bond forms. The Insurance Certificate, properly executed, must be provided to the Road Commission for Oakland County, before the award of the contract by the Board of County Road Commissioners, County of Oakland.

RISKMichigan Municipal
**MANAGEMENT
AUTHORITY****CERTIFICATE OF COVERAGE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder except to the extent shown below. This certificate does not amend, extend or alter the coverage contained in the Authority's Joint Powers Agreement and coverage attachments thereto.

This is to certify that a Self-Insured Program has been undertaken by the member listed below through the Authority pursuant to Act 138 P.A. 1982.

The coverage provided by the Authority is as follows:

1. Liability coverage for general liability, automobile (including Michigan no-fault) law enforcement and public officials liability; in the sum of \$15,000,000 each occurrence inclusive of loss adjustment and defense costs.
2. Property Coverage including loss to real & personal property, to amounts stipulated in coverage documents and overview for this member.
3. Motor Vehicle Physical Damage Coverage for the vehicles stipulated in the Coverage Document.
4. Information only:
5. The entity named below is included in the scope of protection as additional insured and loss payee, only as respects claims arising from the purchase or lease of vehicles or other property. Losses, if any, will be adjusted with the member and payable to the member and the following, as their interest may appear:
6. Other (as described here): **The scope of protection includes the Road Commission for Oakland County as additional insured, only as respects claims which may arise from work done by the City of Troy in conjunction with the Winter Road Maintenance Agreement.**

Authority membership and coverage are continuous in nature, and bear no expiration or termination date, however, should the member identified below withdraw from the Authority, or its Authority Membership be otherwise terminated, the Authority will endeavor to notify the certificate holder in writing thirty (30) days in advance thereof, but failure to furnish such notice will impose no obligation or liability of any kind upon the Authority, or its representatives.

Certificate Holder:

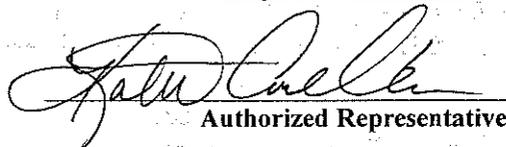
Road Commission for Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328

Member:

City of Troy
500 West Big Beaver
Troy, MI 48084

Distribution:

MMRMA Underwriting

Member Number: 137**Effective Date of Membership: 11/8/1990****Date Issued: September 11, 2008**
Authorized Representative



michigan municipal league

**Michigan Municipal League
Workers' Compensation Fund**

CERTIFICATE OF MEMBERSHIP

The Michigan Municipal League Workers' Compensation Fund, approved by the Director
of the Workers' Compensation Agency as a group self-insured,
certifies that

Troy, City Of

is a member in good standing of the Fund,
for the year expiring

July 1, 2009

and as such is approved by the Agency as a self-insurer.
Employer's Liability coverage of

\$500,000

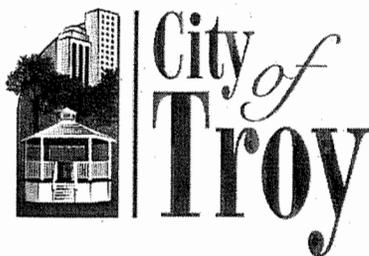
is included.

Michael J. Forster

July 1, 2008

Effective Date

NOTE: This certificate is proof that your entity has complied with The Workers'
Compensation Agency by becoming a Member of the Michigan Municipal League
Workers' Compensation Fund. Copies of this certificate may be provided to third parties
as evidence that the required workers' compensation coverage is in place.



CITY COUNCIL ACTION REPORT

December 3, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
 Steven J. Vandette, City Engineer
 Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC *ppp*

SUBJECT: Request for Approval of Purchase Agreement and Acceptance of Permanent Public Utility Easement and Grading and Temporary Construction Permit
 Rochester Road Improvements, Torpey to Barclay
 Project No. 99.203.5 – Parcel #42 – Sidwell #88-20-22-226-072
 Hi-Tech Investment Company

Background:

- In connection with the proposed improvements to Rochester Road, from Torpey to Barclay, the Real Estate & Development Department received a Purchase Agreement, Permanent Public Utility Easement, and Grading and Temporary Construction Permit from Hi-Tech Investment Company. This parcel is located on the west side of Rochester Road, between Troywood and Wattles in the northeast ¼ of Section 22.

Financial Considerations:

- An appraisal was prepared by Raymond V. Bologna, CRE, MAI, State Certified Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser. Staff believes that \$67,718, plus closing costs for the acquisition of the property described in the purchase agreement; \$7,267 for the Permanent Public Utility Easement; and \$80 for the Grading and Temporary Construction Permit are justifiable amounts for this acquisition.
- Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are included in the 2008-09 Major Road fund, account number 401479.7989.992035.

Legal Considerations:

- The format and content of the purchase agreement, easement and permit are consistent with documents previously accepted by City Council.

Policy Considerations:

- The purpose of this project is to relieve congestion, improve safety and improve the flow of traffic. (Outcome Statements I, II and III)

Options:

- City Management recommends that City Council approve the attached purchase agreement and accept the attached Permanent Public Utility Easement and Regrading and Temporary Construction Permit from Hi-Tech Investment Company so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Hi-Tech Purchase Agreement, PUE & RGTCP

RIGHT OF WAY ACQUISITION

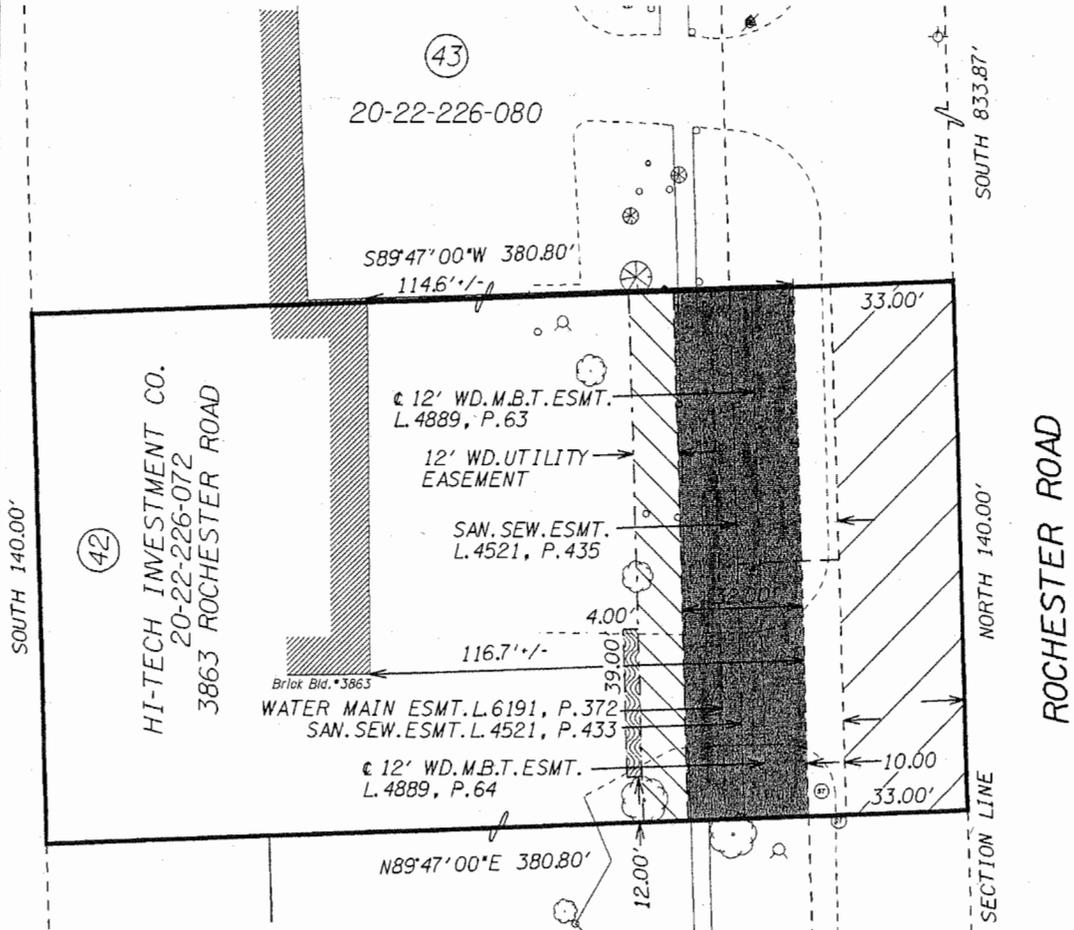
EXHIBIT 'B' PARCEL 42

NOTE: DESCRIPTION TAKEN FROM RECORD.



SCALE: 1" = 40'

NORTHWEST CORNER SECTION 23,
T2N. R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.



(42)
HI-TECH INVESTMENT CO.
20-22-226-072
3863 ROCHESTER ROAD

Brick Bld. #3963
WATER MAIN ESMT. L. 6191, P. 372
SAN. SEW. ESMT. L. 4521, P. 433

12' WD. M.B.T. ESMT. L. 4889, P. 64

N89°47'00"E 380.80'

20-22-226-072
HI-TECH INVESTMENT COMPANY
TOTAL AREA - 51,912 S.F.
R.O.W. ACQUISITION - 4,480 S.F.
EXISTING 33' R.O.W. - 4,620 S.F.
REMAINDER - 42,812 S.F.
UTILITY EASEMENT - 1,680 S.F.

- STATUTORY R.O.W. -
- R.O.W. ACQUISITION -
- UTILITY EASEMENT -
- REGRAVING AND TEMPORARY CONSTRUCTION PERMIT -

PROPERTY CONTROLLING CORNER 1.77'

EAST 1/4 CORNER SECTION 22,
T2N. R11E, CITY OF TROY,
OAKLAND COUNTY, MICHIGAN.

USER NAME: dthebert
 DESIGN FILE: F:\1999\199904\19990476\cad\19990476.dwg
 DATE: 01-29-08
 PLOT FILE: F:\1999\199904\19990476\plot\19990476.plt
 PLOT DATE: 01-29-08
 PLOT TIME: 11:13
 PLOT USER: dthebert

JOB NO. 19990476	HUBBELL, ROTH & CLARK, INC. CONSULTING ENGINEERS 555 HULET DRIVE BLOOMFIELD HILLS, MICH. P.O. BOX 824 48303-0824	SHEET NO. 2
DATE 01-29-08		OF 2

REV. 02-28-08

CITY OF TROY
AGREEMENT TO PURCHASE REALTY
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Hi-Tech Investment Company, a Michigan Co-Partnership (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

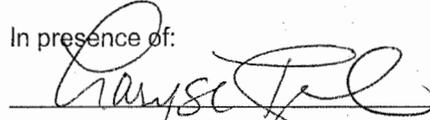
for a public project within the City of Troy and to pay the sum of Sixty-Seven Thousand, Seven Hundred, Eighteen and no/100 Dollars (\$67,718) under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.
9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.
10. Additional conditions, if any:

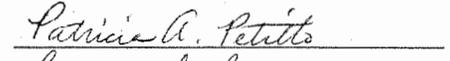
SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this 1st day of DECEMBER, 2008.

In presence of:

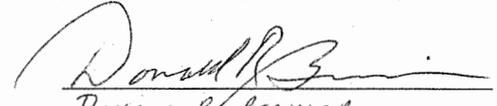

LARISSA FLOOD
& Scott Family
G. SCOTT FINLEY

CITY OF TROY (BUYER)


PATRICIA A. PETITTO

SELLERS:

HI-TECH INVESTEMENT COMPANY,
A MICHIGAN CO-PARTNERSHIP


DONALD R. BERNIER

02-06-08
1999476
20-22-226-072

EXHIBIT 'A'

DESCRIPTION OF RIGHT OF WAY ACQUISITION

The West 32.00 feet of the East 75.00 feet of the following described property: Beginning at a point distant South along the East line of said Section 22, 833.87 feet from the Northeast corner of said Section 22; thence S89°47'00"W 380.80 feet; thence South 140.00 feet; thence N89°47'00"E 380.80 feet; thence North 140.00 feet along the East line of said Section to the Point Of Beginning
Said acquisition contains 4,480 square feet, or 0.103 acres, more or less.

PERMANENT UTILITY EASEMENT

Sidwell #88-20-22-226-072
Parcel #42

Hi-Tech Investment Company, a Michigan Co-Partnership, Grantors, whose address is: 3863 Rochester, Troy, MI 48083 for and in consideration of the sum of: Seven Thousand, Two Hundred, Sixty-Seven and no/100 Dollars (\$7,267) paid by the CITY OF TROY, a Michigan Municipal Corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 grants to the Grantee a utility easement, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE ATTACHED EXHIBIT "A"

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee. The Grantee agrees to reimburse the Grantors all costs related to the relocation of the current sign to an approved location outside of the easement area, based on the lowest of three bids from an approved sign company.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed HIS signature(s) this 1st day of DECEMBER, 2008.

HI-TECH INVESTMENT COMPANY, A
MICHIGAN CO-PARTNERSHIP

Donald R. Bernier (L.S.)
* DONALD R. BERNIER

* (L.S.)

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 1st day of DECEMBER, 2008, by DONALD R. BERNIER, of Hi-Tech Investment Company, a Michigan Co-Partnership.

Patricia A. Petitto
* PATRICIA A. PETITTO
Notary Public, OAKLAND County, Michigan

Acting in OAKLAND County, Michigan

My Commission Expires 12-31-11

Prepared by: Patricia A. Petitto
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURES

02-06-08
1999476
20-22-226-072

EXHIBIT 'A'

DESCRIPTION OF PUBLIC UTILITY EASEMENT

The West 12.00 feet of the East 87.00 feet of the following described property: Beginning at a point distant South along the East line of said Section 22, 833.87 feet from the Northeast corner of said Section 22; thence S89°47'00"W 380.80 feet; thence South 140.00 feet; thence N89°47'00"E 380.80 feet; thence North 140.00 feet along the East line of said Section to the Point Of Beginning
Said acquisition contains 1,680 square feet, or 0.039 acres, more or less.

REGRADING AND TEMPORARY CONSTRUCTION PERMIT

Sidwell # 88-20-22-226-072
Project # 99.203.5
Parcel #42

Hi-Tech Investment Company, a Michigan Co-Partnership, Grantor(s), whose address is 3863 Rochester Road, Troy, MI 48083, for and in consideration of the sum of Eighty and no/100 Dollars (\$80.00) paid by the CITY OF TROY, a Michigan Municipal Corporation, hereinafter called the CITY, whose address is 500 West Big Beaver Road, Troy, Michigan, hereby grants to the CITY, during the construction of and for a period of six (6) Months after completion of Rochester Road Improvements, Torpey to Barclay, the right to move men, equipment, and materials on and through, and to store equipment, materials, and excavated matter on the following described property, located in the City of Troy, to-wit:

SEE ATTACHED EXHIBIT "A"

IN FURTHER CONSIDERATION, the premises so disturbed by reason of the exercise of any of the foregoing powers, shall be reasonably restored to its original condition by the City.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representative, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures(s) this 15th day of DECEMBER, 2008.

HI-TECH INVESTMENT COMPANY, A
MICHIGAN CO-PARTNERSHIP

Donald R. Bernier (L.S.)
*DONALD R. BERNIER

* (L.S.)

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 15th day of DECEMBER 2008, by DONALD R. BERNIER of Hi-Tech Investment Company, a Michigan Co-Partnership.

Patricia A. Petitto
PATRICIA A. PETITTO
Notary Public, OAKLAND, County, Michigan
Acting in OAKLAND County, Michigan

My Commission Expires 12-31-11

Prepared by: Patricia A. Petitto
500 West Big Beaver
Troy, MI 48084

Return to: City Clerk, City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

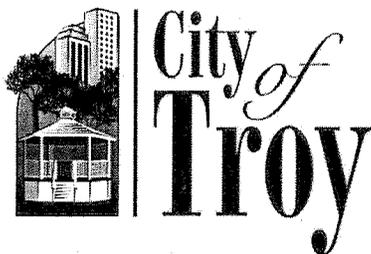
02-06-08
1999476
20-22-226-072

EXHIBIT 'A'

DESCRIPTION OF REGRADING AND TEMPORARY CONSTRUCTION EASEMENT

The North 39.00 feet of the South 51.00 feet of the West 4.00 feet of the East 91.00 feet of the following described property: Beginning at a point distant South along the East line of said Section 22, 833.87 feet from the Northeast corner of said Section 22; thence S89°47'00"W 380.80 feet; thence South 140.00 feet; thence N89°47'00"E 380.80 feet; thence North 140.00 feet along the East line of said Section to the Point Of Beginning

Said permit contains 156 square feet, or 0.004 acres, more or less.



CITY COUNCIL ACTION REPORT

December 3, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Asst. City Manager/Economic Development Services
Steven J. Vandette, City Engineer

SUBJECT: Agenda Item - Private Agreement for Andrew St. Sanitary Sewer Extension
Project No. 06.405.3

Background:

- This sanitary sewer extension will provide service to previously vacant parcel without sanitary sewer. Construction of the new house on this parcel (698 Andrew) is nearly complete. The Engineering Department has reviewed the plans for this project and recommends approval. The plans include sanitary sewer, sidewalks, and soil erosion.

Financial Considerations:

- The owner has provided the necessary escrow deposit and paid the cash fees in accordance with the attached Private Agreement.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- Consistent with Goal III of the City of Troy 2008-2010 Goals & Objectives policy (Troy is rebuilding for a healthy economy reflecting the values of a unique community in a changing and interconnected world).

Options:

- Council can approve or deny the recommendation.

cc: Tonni Bartholomew, City Clerk (Original Agreement)
James Nash, Financial Services Director

Prepared by: G. Scott Finlay, PE

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **06.405.3**

Project Location: **NW 1/4 Section 4**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this ___ day of _____, 20__ by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **George Thomas** whose address is **1715 South Blvd., Troy, MI 48098** and whose telephone number is **248-521-2400** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Sanitary Sewer and Sidewalk** in accordance with plans prepared by **Nowak & Fraus** whose address is **46777 Woodward, Pontiac, MI 48342** and whose telephone number is **248-332-7931** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **19,557.00**. This amount will be deposited with the City in the form of (check one):

- Cash
- Certificate of Deposit & 10% Cash
- Irrevocable Bank Letter of Credit & 10% Cash
- Check
- Performance Bond & 10% Cash

Refundable cash deposit in the amount of \$ **2,000.00**. This amount will be deposited with the City in the form of (check one):

- Cash
- Check

Non-refundable cash fees in the amount of \$ **1,584.00**. This amount will be paid to the City in the form of (check one):

- Cash
- Check

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy

Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this _____ day of _____, 20_____.

OWNERS

CITY OF TROY

By:

By:



Please Print or Type GEORGE THOMAS

Louise E. Schilling, Mayor

Please Print or Type

Tonni Bartholomew, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 3d day of December, A.D. 2008, before me personally appeared George Thomas known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Laurel Nottage

NOTARY PUBLIC, Oakland County, Michigan

acting in Oakland County

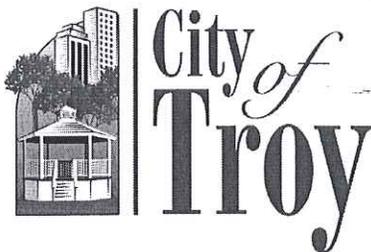
My commission expires: 10-12-2011

Detailed Summary of Required Deposits & Fees
Andrew St. Sanitary Sewer Extension
06.405.3

<u>TOTAL ESCROW DEPOSITS (Refundable):</u>	<u>\$19,557</u>
 <u>CASH FEES (Non-Refundable):</u>	
Water Main Testing and Chlorination	<u>\$0</u>
Engineering Review Fee (Private Improvements)	<u>\$0</u>
Plan Review and Construction Inspection Fee (Public Improvements)	<u>\$1,584</u>
 <u>CASH DEPOSITS (Refundable):</u>	
Street Cleaning/Road Maintenance	<u>\$2,000</u>

Approval of Contract for the Installation of Municipal Improvements (Private Agreement) for Andrew St. Sanitary Sewer Extension, Project No. 06.405.3

RESOLVED, that the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and George Thomas, is hereby approved for the installation of sanitary sewer, sidewalks, and soil erosion on the site and in the adjacent right of way, and the Mayor and City Clerk are authorized to execute the documents, a copy of which shall be attached to the original Minutes of this meeting.



CITY COUNCIL ACTION REPORT

RECEIVED

DEC 05 2008

CITY OF TROY
CITY MANAGER'S OFFICE

TO: ^{PN} Phillip L. Nelson, City Manager

FROM: Charles Craft, Chief of Police *Charles C*
David Livingston, Lieutenant, Troy Police Department *DL #307*

SUBJECT: License Agreement with St. Joseph Catholic Chaldean Church

Background:

- St. Joseph Catholic Chaldean Church, located at 2442 E. Big Beaver, is a growing community and several large events are hosted at their place of worship each year. These events attract huge crowds that have precipitated the involvement of the Troy Police Department to conduct traffic details at these events for the last several years.
- Several steps have been taken to minimize the traffic congestion that occurs in this area during these special services, predominantly during Christmas and Easter celebrations, where overflow traffic often spills over to the nearby Wexford Condominiums, located west of the church, and the Morel East residential subdivision, located east of the church.
- One step that was taken three years ago was to allow the church to use the City owned property located just south of the church property to accommodate the overflow parking.
- A license agreement was reached between the City of Troy and St. Joseph Catholic Chaldean Church to allow the church to use the property for overflow parking for a period of three (3) years.
- The current agreement expired October 17, 2008 and the church has an interest in renewing it.

Financial Considerations:

- The licensee (St. Joseph Church) will pay \$ 1.00 for the use of the property.
- The use of the property for overflow parking reduces the number of police personnel needed to police these events thereby minimizing overtime costs often associated with these details.
- St. Joseph Church will pay one-half of the overtime costs incurred by the Troy Police Department to service these events.

Legal Considerations:

- The City of Troy attorney's office has reviewed the current license agreement between the City and St. Joseph Catholic Chaldean Church and has made the necessary changes and updates for a renewal of the license agreement.

- There is also an easement on the property belonging to the Henry-Graham Drain Drainage District.
- A license agreement between St. Joseph Catholic Chaldean Church and the Henry-Graham Drain Drainage District was approved and signed by a representative from St. Joseph Catholic Chaldean Church. The agreement is to be sent to the Oakland County Water Resources Commissioner for his signature upon City Council approval of the license agreement between the City of Troy and St. Joseph Catholic Chaldean Church.

Policy Considerations:

- By allowing for the orderly parking of overflow vehicles at these events traffic congestion is minimized, allowing for safer use of the roadway (Big Beaver).
- The use of the property for overflow parking has greatly reduced parking problems in the Wexford Condominium complex and in the Morel East subdivision. Previously, cars would park illegally in these areas to the point where fire apparatus would not be able to effectively respond to a fire scene to any homes in those areas.
- The use of the property for overflow parking will enhance the health and safety of the community.

Options:

- The City of Troy Police Department recommends the renewal of this license agreement for a period of three years.

Reviewed and approved as to legality:



Lori Grigg Bluhm, City Attorney



November 24, 2008

John P. McCulloch
DRAIN COMMISSIONER
OAKLAND COUNTY

Kevin R. Larsen
CHIEF DEPUTY
DRAIN COMMISSIONER

Lieutenant David Livingston
Special Operations Section, Troy Police Dept.
500 West Big Beaver Rd.
Troy, Michigan 48084

**RE: ST. JOSEPH CHALDEAN CATHOLIC CHURCH;
EASEMENT USE AGREEMENT-HENRY GRAHAM DRAIN
DRAINAGE DISTRICT**

Dear Lt. Livingston:

Please be advised that the Drainage Board for the Henry-Graham Drain Drainage District approved the limited seasonal use of the District's easement as requested by the church. This approval is subject to the church entering into a License Agreement, between the church and the District, and the conditions contained therein.

Please find enclosed the agreement to be executed by the appropriate representatives for the church. Please return this document along with proof of insurance and written permission from the City of Troy as required by items 6 and 13, respectively, of the agreement. Upon our receipt of the executed document, the Water Resources Commissioner (formerly Drain Commissioner) will execute on behalf of the District. A copy of this document will be returned to you or the church.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: 

Paul E. Dove, Right-of-Way Supervisor

Phone: (248) 858-0984

PED/kmb

Enclosure



One Public Works Drive
Building 95 West
Waterford, MI 48328-1907
www.oakgov.com/drain
P 248.858.0958
F 248.858.1066

LICENSE AGREEMENT FOR LIMITED ACTIVE USE OF EASEMENT

THIS LICENSE AGREEMENT entered into this _____ day of November, 2008, between **ST. JOSEPH CHALDEAN CATHOLIC CHURCH**, whose address is **2442 E. Big Beaver, Troy, Michigan** (“Licensee”) and the **HENRY-GRAHAM DRAIN DRAINAGE DISTRICT**, a Michigan Statutory Corporation, acting through the Drainage Board for the **HENRY-GRAHAM DRAIN** pursuant to Act No. 40 of the Public Acts of 1956 (“**Drain Code**”), as amended, whose address is the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Bldg. 95 West, Waterford, Michigan 48328-1907, (“**District/Licensors**”).

WITNESSETH

WHEREAS the **District/Licensors** has an easement over the parcel of property described as follows:

T.2N., R.11E., Section 25 part of the Northeast ¼ of the Northwest ¼ beginning at a point S. 00°01'28"W., 968.66 ft. and N. 89°28'44"E., 1305.52 ft. and N. 00°13'40"W., 956.34 ft. and S. 89°38'09"E., 869.24 ft. and S. 00°12'46"E., 673.50 ft. and N. 89°31'04"E., 113.43 ft. from the Northwest section corner; thence N. 89°31'04"E., 325.00 ft.; thence S. 00°16'19"E., 700.00 ft.; thence S. 89°31'04"W., 325.00 ft.; thence N. 00°16'19"W., 700.00 ft. to the Point of Beginning. Said easement described on **Attachment “A”**.

AND WHEREAS the **District/Licensor** at this time has no immediate plan to utilize its easement area, and all parties are willing to enter into a license agreement whereby the **Licensee** will be entitled to use and maintain the above-described easement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is expressly agreed that:

1. The parties hereto intend and hereby agree to enter into a License Agreement covering the above-described easement. Said Agreement is to commence upon the execution hereof and approval by the **District/Licensor** and is to run to for a term of three years. The **Licensee** understands and agrees that this Agreement does not change or extinguish the existing easement rights of the **Licensor** with regard to entering upon this property to inspect, maintain, repair or improve its facilities, with no compensation paid to the **Licensee**, within this area which this agreement is subject to.

2. Anything in this Agreement to the contrary notwithstanding, the **District/Licensor** may terminate this Agreement at any time for any reason upon written notice to the **Licensee** by certified mail. The **Licensee** may terminate the Agreement by giving notice to the **District/Licensor** by certified mail at least thirty (30) days prior to the expiration date. Upon termination of this agreement, the **Licensee** will immediately vacate the premises without further court action.

3. In full consideration of this Agreement, the **Licensee** will pay **\$1.00**. Additionally, **Licensee** shall not utilize said easement in any manner that could interfere with the operation of the Drain or increase the cost to the **District/Licensor** of performing any of its work thereon. **Licensee** shall reimburse the **District/Licensor** for any such costs.

4. The **Licensee** hereby recognizes and agrees that it may utilize the easement only for the specific use set forth herein and that the authorized use is subservient to the easement of the **District/Licensor**. Further, that the said use of the easement by **Licensee** shall be subject to the paramount rights of the **District/Licensor**; and should said use interfere with the operation, maintenance, repair or improvement of the Drain, then upon written notice, the **Licensee** shall immediately terminate its use of the easement.

5. The limited active use of the described easement, temporary vehicular parking in conjunction with the **Licensee's** use of the adjacent property as a religious facility, will be permitted for the term of this License. The use of the easement is limited to the time of the Christmas and Easter religious events. No storage of equipment or materials will be allowed. All other uses not specifically allowed are prohibited. The **Licensee** will not construct any type of temporary or permanent buildings or structures on the described easement. The **Licensee** also agrees that they will not alter the existing grade nor change current drainage.

6. The **Licensee** will assume all liability for injury, death, damages, and all other claims and hold the **District/Licensor** harmless for any such claims, including the cost of defense against such claims, which are a result of this License Agreement, to both persons and property arising out of or occurring on the easement. **Licensee** shall obtain and maintain General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate protecting the **District/Licensor** from any and all claims arising from the **Licensees** or its guests, invitees, and employees use of the easement. **Licensee** shall name **District/Licensor** as an additionally insured party for the term of this Agreement.

BK.

6. **CONT'D.** This insurance policy will contain the standard **30-day** cancellation clause, which shall notify the **District/Licensor** regarding pending cancellation or material alteration of the coverage. **Licensee** will provide a copy of the insurance policy to the **District/Licensor**.

7. This Agreement shall automatically terminate without further notice in the event **Licensee** moves from, vacates, or sells their adjacent premises, or in the event that the **Licensor** elects to terminate this Agreement for any purpose. This Agreement shall also automatically terminate without further notice in the event that **Licensee** does not maintain liability insurance as outlines in Paragraph 6 of this Agreement or in any other way fails to meet the terms and conditions of this Agreement. **Licensee** bears the burden to notify the **District/Licensor** immediately by certified mail of their intent to move from, vacate or sell their adjacent premises. Furthermore, this Agreement is not assignable from the **Licensee** to another party.

8. During the continuance of this Agreement, the **Licensor** reserves the right to go upon the easement at all times to inspect, maintain, repair or improve its Drain. If the **District/Licensor** must remove any improvements or landscaping which **Licensee** has installed upon the easement for this purpose, **Licensee** understands and agrees that no compensation will be paid to them for the damage and/or removal of improvements made by the **Licensee** upon the easement. The **Licensee** also agrees to hold all public agencies and utility companies harmless, if any **Licensee-installed** improvement is damaged and/or removed by someone other than **Licensee**.

10. If at any time during the term of this Agreement the easement area is damaged, the **Licensee** agrees to restore the property to an acceptable condition per **District/Licensor** specifications.



11. If there is failure upon the part of **Licensee** to meet the terms and conditions of this License Agreement, **Licensee** agrees to reimburse to the **District/Licensor** all costs for attorney and/or litigation fees if it should become necessary in order to gain compliance with the terms and conditions of this mutual agreement. This will include all costs in the event of any future claims at a future time as a result of this License Agreement and/or the construction, maintenance, and/or demolition and renovation, if any, of the proposed drive upon this **City-owned** property.

12. This Agreement may be renewed for additional three (3) year terms upon request by the **Licensee** if all conditions of compliance to the Agreement are met by the **Licensee** and circumstances at the site have not changed significantly. The Agreement and any renewals of the Agreement are subject to final approval by the **District/Licensor**.

13. **Licensee** acknowledges that the subject property, which includes the easement area, is owned by the City of Troy. As part of this Agreement, **Licensee** shall obtain written permission from the City to use the subject property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on DECEMBER 3, _____, 2008.

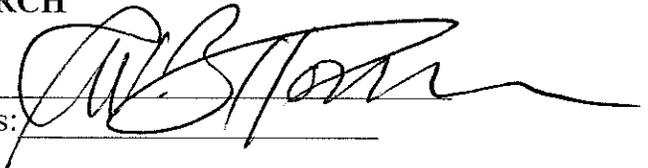
WITNESSETH:

ST. JOSEPH CHALDEAN CATHOLIC CHURCH

Donal Livingston

By: _____

Its: _____



By: _____

Its: _____



STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____ A.D., 2008, by _____ and _____.

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

WITNESSETH:

**HENRY-GRAHAM DRAIN
DRAINAGE DISTRICT**

**JOHN P. McCULLOCH, Chairman of
the Drainage Board for the Henry-Graham
Drainage District**

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 2008 by **JOHN P. McCULLOCH, Oakland County Water Resources Commissioner, Chairman of the Drainage Board for the HENRY-GRAHAM DRAINAGE DISTRICT.**



**DESCRIPTION OF HENRY-GRAHAM
DRAINAGE EASEMENT**

Beginning at a point on the West parcel line distant North 255 ft. from the Southwest parcel corner; thence Northerly along the West parcel line 805 ft. to the Westerly Northwest parcel corner; thence Easterly along the parcel line 40 ft.; thence Southerly parallel to and 40 ft. East of the West parcel line 817 ft.; thence Southeasterly to a point on the South parcel line distant East 70 ft. from the Southwest parcel corner; thence Westerly along the South parcel line 56 ft.; thence Northwesterly to the Point of Beginning.

Part of Sidwell No. 20-25-126-018

PED/kmb

Kimberly Brown's files\D:\dove\LicenseAgree(Limited)\08.Eas\HenryGraham(StJoseph)\08.03-(11/10/08)

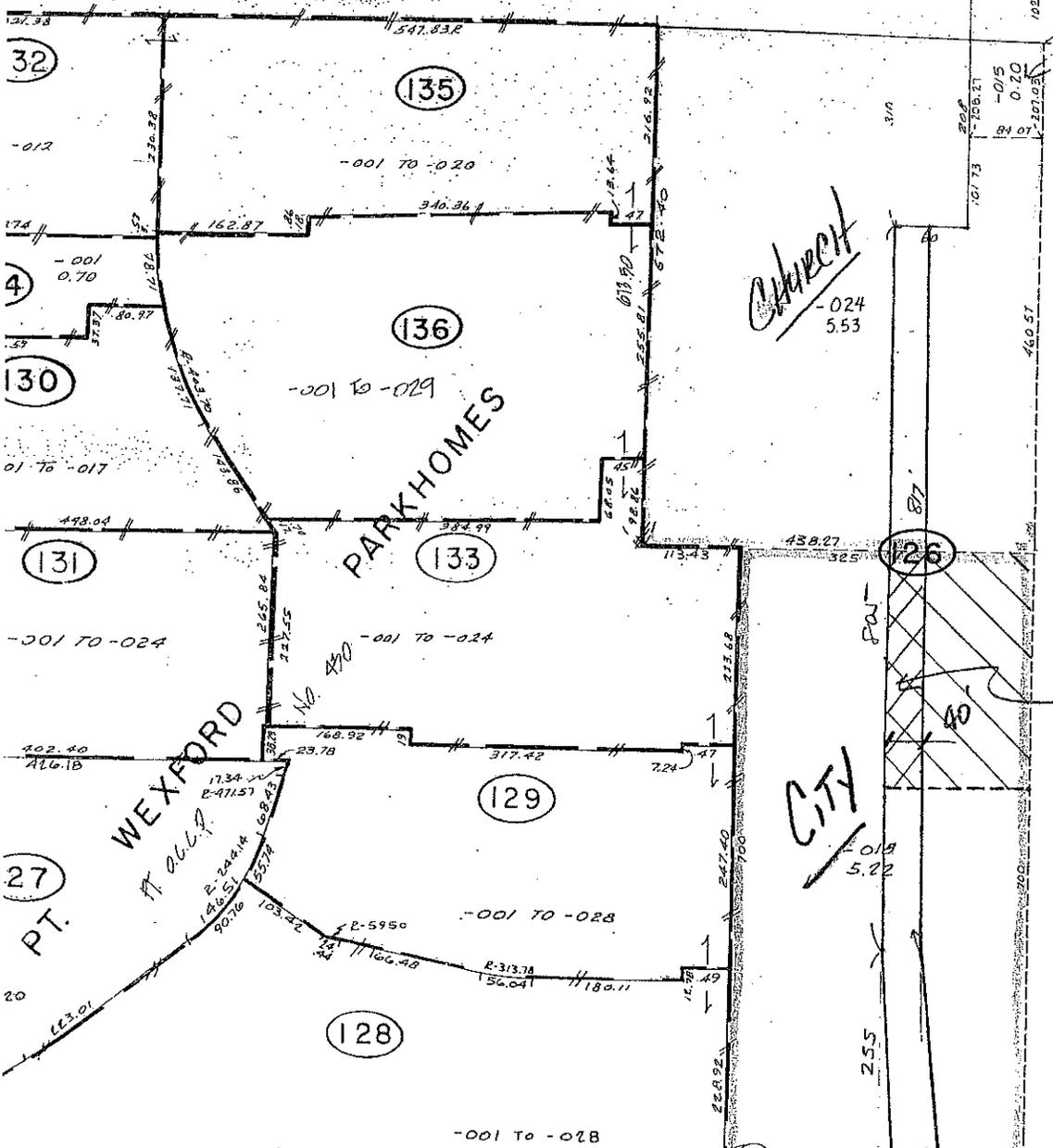
DESCRIPTION OF PARCEL 88-20-25-126-018 (Taken from County Tax Roll):

T2N, R11E, Sec 25 Part of the NE 1/4 of the NW 1/4 Beginning at a point South 00 degrees 01 minutes 28 seconds West, 968.66 feet & North 89 degrees 28 minutes 44 seconds East, 1305.52 feet & North 00 degrees 13 minutes 40 seconds West, 956.34 feet & South 89 degrees 38 minutes 09 seconds East, 869.24 feet & South 00 degrees 12 minutes 46 seconds East, 673.50 feet & North 89 degrees 31 minutes 04 seconds East, 113.43 feet from the NW Section Corner; Thence North 89 degrees 31 minutes 04 seconds East, 325.00 feet; Thence South 00 degrees 16 minutes 19 seconds East, 700.00 feet; Thence South 89 degrees 31 minutes 04 seconds West, 325.00 feet; Thence North 00 degrees 16 minutes 19 seconds West, 700.00 feet to the point of beginning. Containing 5.22 acres.

DESCRIPTION OF PARKING EASEMENT AT PARCEL 88-20-25-126-018

Part of the Northeast ¼ of the Northwest ¼ of Section 25, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being described as: Commencing at the Northwest Corner of said Section 25; thence South 00 degrees 01 minutes 28 seconds West 968.66 feet and North 89 degrees 28 minutes 44 seconds East, 1305.52 feet and North 00 degrees 13 minutes 40 seconds West 956.34 feet and South 89 degrees 38 minutes 09 seconds East 869.24 feet and South 00 degrees 12 minutes 46 seconds East 673.50 feet and North 89 degrees 31 minutes 04 seconds East 287.43 feet to the Point of Beginning; thence continuing North 89 degrees 31 minutes 04 seconds East 151.00 feet; thence South 00 degrees 16 minutes 19 seconds East 265.98 feet; thence South 89 degrees 31 minutes 04 seconds West 154.00 feet; thence North 00 degrees 18 minutes 51 seconds East 266.00 feet to the Point of Beginning. Containing 40,561 Square Feet or 0.931 Acres, more or less.

BEAVER 20-24F RD. 83.80



H-G. ESMT


DARKING AREA

286-003 125	285-004 62	284-005 62	283-006 60	176 282-007 60	281-008 60	280-009 60	279-010 60	278-011 60	277-012 75	175 174 173 172 171 170 169 168 167 166 165 164 163 162 161 160 159 158 157 156 155 154 153 152 151 150 149 148 147 146 145 144 143 142 141 140 139 138 137 136 135 134 133 132 131 130 129 128 127 126 125 124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109 108 107 106 105 104 103 102 101 100	276-001 75	275-002 60	177 274-003 60	273-004 60	272-005 60	177 271-006 60	270-007 60	269-008 60	268-009 60	267-010 60	266-011 60	265-012 60	264-013 60	263-014 60	262-015 60	261-016 60	260-017 60	259-018 60	258-019 60	257-020 60	256-021 60	255-022 60	254-023 60	253-024 60	252-025 60	251-026 60	250-027 60	249-028 60	248-029 60	247-030 60	246-031 60	245-032 60	244-033 60	243-034 60	242-035 60	241-036 60	240-037 60	239-038 60	238-039 60	237-040 60	236-041 60	235-042 60	234-043 60	233-044 60	232-045 60	231-046 60	230-047 60	229-048 60	228-049 60	227-050 60	226-051 60	225-052 60	224-053 60	223-054 60	222-055 60	221-056 60	220-057 60	219-058 60	218-059 60	217-060 60	216-061 60	215-062 60	214-063 60	213-064 60	212-065 60	211-066 60	210-067 60	209-068 60	208-069 60	207-070 60	206-071 60	205-072 60	204-073 60	203-074 60	202-075 60	201-076 60	200-077 60	199-078 60	198-079 60	197-080 60	196-081 60	195-082 60	194-083 60	193-084 60	192-085 60	191-086 60	190-087 60	189-088 60	188-089 60	187-090 60	186-091 60	185-092 60	184-093 60	183-094 60	182-095 60	181-096 60	180-097 60	179-098 60	178-099 60	177-100 60
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CERTIFICATE OF INSURANCE

Scan Code
CERT

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN
 Lansing, Michigan 48909

Name and Address of Certificate Holder:

AMENDED

Named Insured and Address:

CITY OF TROY
500 W. BIG BEAVER
TROY, MI. 48084

ST JOSEPH CHALDEAN CATHOLIC CHURCH
2442 E. BIG BEAVER
TROY, MI. 48083

Issue Date: **09/16/2008**

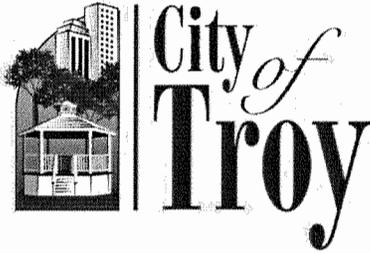
This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at their last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability • Specifically Described Autos (Symbol 7) <input type="checkbox"/> Hired Auto (Symbol 8) <input type="checkbox"/> Non-Owned Auto (Symbol 9)		Eff. Exp.	Combined Single Limit Each Accident \$
Worker's Disability Compensation		Eff. Exp.	Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ Each Accident (Employer's Liab.) Bodily Injury by Disease \$ Each Employee Bodily Injury by Disease \$ Policy Limit
Comprehensive General Liability or Commercial Package <input checked="" type="checkbox"/> Including <input type="checkbox"/> Excluding Products-Completed Operations <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured on the Comprehensive General Liability Policy. <input type="checkbox"/> Excluding:	S-2701284	Eff. 07/17/2008 Exp. 07/17/2009	Each Occurrence \$ 1,000,000 Products Aggregate \$ 2,000,000 General Aggregate \$ 2,000,000
Owners' or Contractors' Protective Liability		Eff. Exp.	Each Occurrence \$ General Aggregate \$
Products - Completed Operations Liability		Eff. Exp.	Each Occurrence \$ Products Aggregate \$
Umbrella Liability		Eff. Exp.	Limit \$
Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included		Eff. Exp.	Limit \$ Type: Describe:
Other		Eff. Exp.	

X *Alice Akers* (SK)
 Authorized Signature

4105
 Agent No.

(248) 656-3388
 Agent Phone Number



CITY COUNCIL ACTION REPORT

December 9, 2008

TO: Phillip L. Nelson, City Manager

FROM: Brian Murphy, Assistant City Manager/Economic Development Services
Steve Vandette, City Engineer *SV*

SUBJECT: Allocation of 2009 Tri-Party Program Funds

Background:

- Tri-Party program funds can only be used to improve County roads within the City of Troy.
- Participants in the program are required to identify project locations on an annual basis.
- A historical report of Troy's Tri-Party program participation is attached.
- It is recommended that the 2009 Tri-Party program be allocated to concrete slab replacements on County Roads.

Financial Considerations:

- The City of Troy allotment for the 2009 Tri-Party program is \$544,591 with one-third (1/3) or \$181,530 of the allotment being the City's share.
- The Board of Road Commissioners for the County of Oakland (Board) and the Oakland County Board of Commissioners (County) accounts for the remaining two-thirds (2/3) or \$363,061.
- An additional \$50,585 in Tri-Party funds remains from Troy's 2008 allocation, which can be applied to projects in 2009 on County Roads.
- The total allotment for projects in 2009 is therefore \$595,176 with one-third (1/3) or \$198,392 of the allotment being the City's share.
- The City's share would be included in the Major Road fund once an agreement has been established between the City and the Board.
- These agreements would be presented for consideration at a later date for the purposes of fixing the rights and obligations of each party and establishing the methodology for requesting reimbursement from the Board.

Legal Considerations:

- The future cost participation agreements will be consistent with previously approved Cost Participation Agreements between the city and Board as approved by the Legal Department and City Council.

Policy Considerations:

- Troy has enhanced the safety of the community (Goal I)
- Troy adds value to properties through maintenance or upgrades of infrastructure and quality of life venues (Goal II)

Options:

- It is recommended that City Council approve the use of 2009 Tri-Party program funds in the amount of \$544,591 and the remaining 2008 Tri-Party program funds in the amount of \$50,585, for concrete slab replacements on County Roads, with \$198,392 being the City's share.



December 1, 2008

RECEIVED

DEC 8 2008

ENGINEERING

Mr. Phillip L. Nelson, Manager
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084-5285

RE: FY 2009 Tri-Party Program

Dear Mr. Nelson:

Your participation is requested in the FY 2009 Tri-Party Program for road improvements. The fiscal year governing this program is October 1, 2008 through September 30, 2009. The Oakland County Board of Commissioners has approved a Tri-Party budget of \$2,250,000 to create a \$6,750,000 program for FY 2009. A total of \$3,375,000 will be designated for townships and a total of \$3,375,000 will be designated for cities and villages.

The distribution formula and method of calculation of Tri-Party allocations have remained the same. For cities and villages, it includes RCOC road miles and three-year average annual accidents. For townships, the most recent census population figures are combined with RCOC road miles and three-year annual accidents. The figures for these three factors (population, miles and accidents) are calculated as the individual community's percentage of the total of each factor in each type of community. For example, county road accidents in a city or village are divided by the total of all county road accidents in all cities and villages. The distribution formulas have been used for years in an attempt to most equitably distribute the Tri-Party dollars.

Separate formulas are used because population in the city/village equation would skew the results toward more densely populated cities with fewer RCOC road miles. In Townships, on the other hand, population has been used as a determining factor to prevent the distribution from being skewed toward townships with high road miles and small populations.

Board of Road Commissioners

Larry P. Crake
Commissioner

Richard G. Skarritt
Commissioner

Eric S. Wilson
Commissioner

Brent O. Bair
Managing Director

Dennis G. Kolar
Deputy Managing Director
County Highway Engineer

Programming Division
Engineering Department

31001 Lahser Road
Beverly Hills, MI
48025

248-645-2000

FAX
248-645-0618

TDD
248-645-9923

www.rcocweb.org



$$\text{City / Village Formula: Community Allocation} = \frac{\text{Ad}_{cv}(\text{Ca} + \text{Rm})}{2}$$

Where: Ad_{cv} = Total Amount for distribution to cities and villages

Ca = Community % of total accidents on county roads in cities and villages

Rm = Community % of total county road miles in cities and villages

(Note that accidents are an annual average for a three-year period)

$$\text{Township Formula: Community Allocation} = \frac{\text{Ad}_T(\text{Ca} + \text{Pc} + \text{Rm})}{3}$$

Where: Ad_T = Total Amount for distribution to townships

Ca = Community % of total accidents on county roads in all townships

Pc = Community % of total population in all townships

Rm = Community % of total county road miles in all townships

(Note that accidents are an annual average for a three-year period)

Although the method of calculation and the factors involved have remained the same, the data on which those calculations are based has changed.

Population data is changed only after a decennial census or if the Census Bureau issues revised numbers. The new data includes the most recent counts from the 2000 Census.

As in the past, RCOC road miles change only to reflect abandonment's, transfers of jurisdiction, or the addition of new roads.

The most recent traffic accident data available from the Traffic Improvement Association of Oakland County is used. Currently, the average annual crash data from 2003 to 2005 is being used.

Your program allotment for this year is **\$544,591** amount of which your share will be **\$181,530**. Any funds remaining from previous years or earlier projects may be added to this amount for use in 2009. You may use these funds to select a new project, continue funding a previous project, or save them to fund a future project. If you do not wish to participate in this program, please contact me as soon as possible, so your program allotment can be distributed as necessary.



The Tri-Party Program operates as follows:

- 1) Projects intended for 2009 construction must be selected and submitted with a local board or council resolution by February 2009.
- 2) Project locations and concepts must be approved by the County Board and the Road Commission for Oakland County.
- 3) Projects that cost more than the allocation may be selected if the community provides the additional funding.
- 4) Funding agreements must be executed before bids are accepted. On larger projects, a separate agreement for preliminary engineering or right of way may be executed prior to initiation of these phases.
- 5) Projects that improve road safety take precedence over other project types, i.e. congestion or drainage.
- 6) Due to the Road Commission's current road project commitments, preliminary and construction engineering may need to be provided by consultant engineers at a maximum rate of 10% and 15%, respectively, of estimated construction costs.

A schedule of events has been established as detailed below. If you are unable to meet any of the dates below, please inform me as soon as possible.

DEADLINE	ACTIVITY
January 2009	Potential project locations submitted to Programming Division for review.
February 2009	Local council resolutions and project commitments submitted for projects to be constructed in 2009.
March 2009	Project approval for Road Commission and County Board.
April – November, 2009	Design, bidding and/or construction period.

I urge you to consider your options for projects now and involve your council members early in the process. Please contact me as soon as possible for cost estimates. The closer we follow the above schedule, the more successful our 2009 Tri-Party construction season will be.



A list of suggested project locations is attached. The list indicates some project possibilities collected from local officials, citizens, police reports, accident locations, Department of Citizen Services, and Road Commission staff. The list is not in priority order and most do not yet have cost estimates. Also shown are some typical costs for comparison purposes.

In addition, a historical report of your community's Tri-Party Program participation is also attached. The report lists the projects that have been completed with their associated costs. The report also shows the allocations that have been reserved for future Tri-Party projects.

Please contact me at (248) 645-0000, extension 2266 for further discussion or assistance.

Sincerely,

Thomas G. Noechel
Programming Supervisor

TGN/sk

2009 TRI-PARTY PROGRAM

CITY OF TROY

ALLOCATION FOR 2009: \$544,591

The following list contains typical safety projects with general costs for your information. Actual project costs will vary depending on location and a preliminary concept and estimate should be requested. Below is the list of potential project sites recommended over the past year or so by citizens and officials; many of these have not been field checked.

SAFETY PROJECTS	GENERAL COSTS
Additional right turn lane at intersection	\$100,000 per approach
Approach paving – subdivision street	\$ 50,000
Approach paving – primary road	\$ 75,000
Passing lane	\$ 60,000
Widen for 150-200' center left-turn lane	\$200,000 per approach
Shoulder paving one side	\$ 45,000 per mile

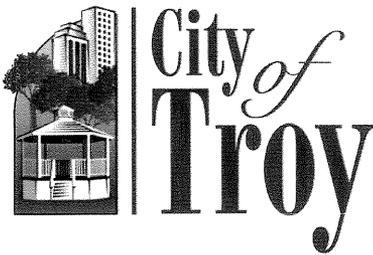
POTENTIAL PROJECT LOCATIONS

Crooks Road, Homestead to South Boulevard	Widen
Dequindre Road, Long Lake Road to South Boulevard	Widen to 5 lanes
John R Road, 14 Mile Road to Maple Road	Resurface
John R Road, Long Lake Road to South Boulevard	Widen to 5 lanes
Livernois Road, Long Lake Road to South Boulevard	Widen to 5 lanes
Livernois Road, I-75 to Town Center Drive	Widen to 6 lane boulevard
Livernois Road at South Boulevard	Improve intersection (w/City of Rochester Hills)
Long Lake Road, Adams Road to east of Coolige Highway	Widen
South Boulevard, Adams Road to Dequindre Road	Widen to 5 lanes
South Boulevard, Crooks Road to Livernois Road	Pave shoulders & cut hill
Square Lake Road at Livernois Road	Improve intersection
Various Locations	Concrete Repair

ROAD COMMISSION FOR OAKLAND COUNTY
TRI-PARTY PROGRAM
1980-2008

PROJECT DESCRIPTION	C	Date of Agrmt	PROJ. NO.	1980-95 Tri-Party	1996-97 Tri-Party	1998-99 Tri-Party	2000-01 Tri-Party	2002-03 Tri-Party	2004 Tri-Party	2005 Tri-Party	2006 Tri-Party	2007 Tri-Party	2008 Tri-Party	2009 Tri-Party	PROJ TOTAL
TROY (13-Tim Greimel, 19-Tim Burns, 20-Chuch Moss, 24-George W. Suarez)															
14 Mile @ I-75*	C		32990	11,306											11,306
John R-overlay*	C	7/22/1985	35291	108,183											108,183
Crooks & Livernois-overlays*	C		36161	132,117											132,117
Crooks, B Beaver to Wattles-widen to 5 In!*	C	7/21/1986	36641	70,759											70,759
Crooks@B Beaver/John R@Maple-add right turn In!*	C	8/26/1987	37501	153,934											153,934
14 Mile, John R-Dequindre*	C	8/10/1989	38591	63,218											63,218
John R @ Cumberland & Wattles!*	C	10/6/1988	38611	260,212											260,212
John R @ Wattles!*	C	8/10/1989	39591	263,927											263,927
Maple @ John R & Chicago!*	C	6/21/1990	40201	128,739											128,739
14 Mile, John R to Dequindre-resurface*	C	4/26/1991	39601	179,458											179,458
Long Lk, I-75 to Livernois-widen to 5 In!*	C	12/1/1993	40931	582,368											582,368
John R n 14 Mile-reconst median turnarounds*	C	5/7/1992	41271	21,692											21,692
Livernois, 16 Mile-Town Ctr-widen to 5 In!*	C	8/2/1995	42831	251,187											251,187
Livernois, Wattles-Braemer-widen 2 to 5 In!*	C	11/20/2001	45101	339,875	347,802	635,617	635,618								1,958,912
14 Mile @ I-75-add dual left turn lanes*	C	7/16/1997	43811	38,050	152,500										190,550
Dequindre, Long Lk to Auburn-PE		4/25/2002	46901					42,500							42,500
Dequindre, Long Lk to Wattles-CONST Est Final 4/07		8/23/2003	44431	991				344,717	1,246						346,954
Crooks, Square Lk to S Blvd-CONST		8/10/2006	47971					492,747	287,153						779,900
Big Beaver, Rochester to Dequindre-Widen to 6 lanes!*	C	7/14/2005	48461							406,638					406,638
Crooks/Long Lake/Livernois*	C	9/28/2006	48551					118,239		596,141	1,245				715,625
Livernois, Maple to Big Beaver RRR Est \$835,000		3/22/2007	49021									544,994	290,006		835,000
Big Beaver/Dequindre/John R Concrete Repair		4/24/2008	49311										204,000		204,000
future project					0	0	0	0	0	0	0	0	50,585	544,591	595,176
TOTAL				2,606,016	500,302	635,617	635,618	879,964	406,638	406,638	596,141	546,239	544,591	544,591	8,302,355

C*means project is complete and/or has used all the available tri-pary
!means the project is being administered by the community



CITY COUNCIL ACTION REPORT

December 10, 2008

TO: Phillip L. Nelson, City Manager
FROM: Charles T. Craft, Chief of Police *CTC*
SUBJECT: Request to Temporarily Waive Parking Restriction

Background:

- The resident at 865 Vanderpool is requesting that the parking restriction on Vanderpool Street be temporarily waived for the north side of the street on December 20, 2008 from 5:00 P.M. until 10:00 P.M. for a family Christmas party.
- Both sides of Vanderpool are posted no parking.
- The waiving of the restriction would not significantly impact emergency vehicle traffic.
- The restriction waiver would be limited to five (5) vehicles and all contact info for the resident will be on file with Troy Communications Center should the need arise for the vehicles to be moved.

Financial Considerations:

- N/A

Legal Considerations:

- City Ordinance prohibits parking on Vanderpool; therefore, City Council action is required to grant a variance.

Policy Considerations:

- Troy has enhanced the safety and health of the community.

Options:

- Approve or deny request.

A regular meeting of the Troy Traffic Committee was held Wednesday, August 20, 2008 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

PRESENT: Sara Binkowski
Ted Halsey
Jan Hubbell
Richard Kilmer
Pete Ziegenfelder
Sam Jiang

ABSENT: John Diefenbaker
Gordon Schepke

Also present: Bill Huotari, Deputy City Engineer
Lt. David Livingston, Troy Police Dept.
Lt. Eric Caloia, Troy Fire Dept.
Joyce Mann, 1206 Torpey
Mark Dziatczak, 1197 Kinlock Dr.
Colleen Hill, Hubbell, Roth and Clark - Consultant

RESOLUTION #2008-08-29

Moved by Kilmer
Seconded by Hubbell

To excuse Mr. Diefenbaker and Mr. Schepke.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker, Schepke)
MOTION CARRIED

2. Minutes – April 16, 2008

RESOLUTION #2008-08-30

Moved by Hubbell
Seconded by Halsey

To approve the July 16, 2008 minutes.

YES: All-5
NO: None
ABSENT: 2 (Diefenbaker, Schepke)
MOTION CARRIED

REGULAR BUSINESS**3. Request for Directional Sign at Lancer Court and Babcock Drive****RESOLUTION #2008-08-31**

Moved by Binkowski
 Seconded by Hubbell

To replace the old “No Outlet” sign with a new, more visible sign and add a second No Outlet sign on the opposite corner.

YES: All-5
 NO: None
 ABSENT: 2 (Diefenbaker, Schepke)
 MOTION CARRIED

4. Request for Stop Sign on Torpey Drive at Baker Middle School**RESOLUTION #2008-08-32**

Moved by Hubbell
 Seconded by Binkowski

To table this item until the September meeting. Mr. Huotari will be meeting with school officials on August 21 for further discussion and possible resolution.

YES: All-5
 NO: None
 ABSENT: 2 (Diefenbaker, Schepke)
 MOTION CARRIED

5. Traffic Issues at Fire Station #4**RESOLUTION #2008-08-33**

Moved by Halsey
 Seconded by Kilmer

To

- (a) Install two signs on Maple Road at Fire Station #4, Do Not Enter and Authorized Vehicles Only on one post on each side of the west driveway
- (b) Install Do Not Block Driveway sign on Maple Road, with yellow lights (if possible) blinking from 6:00 a.m. to 9:00 a.m., Monday through Friday, on the east side of the west driveway of Fire Station #4
- (c) Remove Fire Department Parking Only signs at Fire Station #4, with approval from the Road Commission for Oakland County (RCOC).

YES: All-5
 NO: None
 ABSENT: 2 (Diefenbaker, Schepke)
 MOTION CARRIED

6. Install No U-Turn Signs on Northfield Parkway at Troy High School**RESOLUTION #2008-08-34**

Moved by Hubbell

Seconded by Halsey

To install No U-Turn Signs on Northfield Parkway between Durand Drive and the northerly driveway to Troy High School.

YES: All-5

NO: None

ABSENT: 2 (Diefenbaker, Schepke)

MOTION CARRIED

7. Signage on 14 Mile at Panera Bread Driveway

Presented as information only.

8. Public Comment

No one else wished to address the committee.

9. Other Business

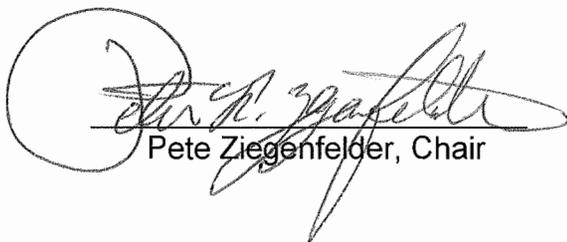
There was discussion about signage at Troy Marketplace, on Big Beaver east of Rochester. Lt. Livingston is waiting for results of a traffic study before recommending times for additional turn prohibitions.

Joyce Mann, 1206 Torpey, spoke about Item 4, Torpey Drive, which had been tabled. She has lived on Torpey for over twenty years, and reported that traffic is horrible. Since the International Academy opened, it is even worse, and it is dangerous for her to pick up her mail and newspaper. Motorists drive too fast, and yell at the mail carrier to get out of the way. She doesn't think the stop sign will have any effect.

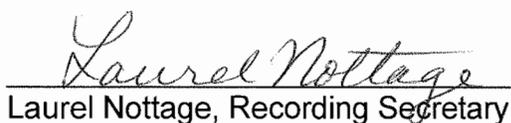
Lt. Livingston will have the radar trailer placed on Torpey to register traffic speeds and warn motorists to slow down.

10. Adjourn

The meeting adjourned at 8:28 p.m.



Pete Ziegenfelder, Chair



Laurel Nottage, Recording Secretary

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES – ROUGH –
OCTOBER 1, 2008

A Regular Meeting of the Troy Advisory Committee for Persons with Disabilities was held Wednesday, October 1, 2008, in the lower level Conference Room at City Hall. Done called the meeting to order at 7:03 p.m.

Present: C. Buchanan, member M. Chaffee, member
D. Chong, student A. Done, member
P. Hammond, member E. Kempen, member
L. Patton, member J. Stewart, alternate
A. Vasudevan, student

Present: M. Grusnick, staff

Absent: K. Clark, member
B. Harrell, member
P. Lin, member
K. Mayer, alternate
S. Murphy, alternate

ITEM III – APPROVAL OF MINUTES OF MEETING OF SEPTEMBER 3, 2008

Buchanan made a motion to approve the minutes of September 3, 2008; supported by Kempen; all voted in favor.

ITEM IV – PUBLIC COMMENT

ITEM V - SCHEDULED PRESENTATIONS

Cathy Russ, Library Director, attended and provided a handout with information on collections, equipment and services available at the Troy Public Library. Cathy and Loraine Campbell, Museum Manager, are members of the Troy Historical Commission. They have invited a member of the ACPD to act as a liaison of these two committees.

Lori Bluhm, City Attorney, was in attendance and distributed a Reference Book with information regarding the Open Meetings Act, Disability Rights Law, etc. This will be distributed to new members of this Committee also. Lori also clarified that the committee does not need to excuse or unexcuse absent members.

ITEM VI – UNFINISHED BUSINESS

Done, Hammond and Vasudevan will be handling the display case at the Troy Public Library for October which is Disabilities Awareness Month. Done will contact Susan Werpetinski, previous member of this Committee, for assistance.

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES – ROUGH –
OCTOBER 1, 2008

ITEM VII – NEW BUSINESS

Committee members are requested to contact Grusnick, Done or another member if they are not able to attend the monthly meeting.

Chaffee, Kempen and Done attended the Planning Commission meeting on 9/23/08. The Planning Commission welcomes this Committee's input regarding mobility issues for trails and pathways, lighting, etc. Done, Hammond and Chaffee will attend the 10/28/08 meeting of the Planning Commission.

The Woodside Bible Church will be hosting Pathways on 11/28/08 from 8:00 a.m. to 11:45 a.m. This is a conference focused on housing and rights for the disabled. Buchanan will reserve a table to display our brochures.

Chaffee will contact Cindy Stewart regarding creating a web page for this Committee to post minutes and links to upcoming events.

Done reported that the term for Chairperson will end in November and requested that nominations be given at the November meeting.

ITEM VIII – REPORTS

ITEM IX – MEMBER COMMENT

Chaffee made a motion that Council remove Sean Murphy from this Committee; Hammond supported; all in favor.

Stewart donated a service directory for persons with disabilities to be shared with this Committee.

ITEM X – ADJOURNMENT

Meeting adjourned at 9:07 p.m.

Angela Done
Chairperson

Kathy Jearls, Recording Secretary

ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES – FINAL –
OCTOBER 1, 2008

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Present: C. Buchanan, member M. Chaffee, member
D. Chong, student A. Done, member
P. Hammond, member E. Kempen, member
L. Patton, member J. Stewart, alternate
A. Vasudevan, student

Present: M. Grusnick, staff

Absent: K. Clark, member
B. Harrell, member
P. Lin, member
K. Mayer, alternate
S. Murphy, alternate

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ITEM X – ADJOURNMENT

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Angela Done
Chairperson

Kathy Jearls, Recording Secretary

The Chairman, Ted Dziurman, called the meeting of the Building Code Board of Appeals to order at 8:30 A.M., on Wednesday, November 5, 2008 in the Lower Level Conference Room of the Troy City Hall.

PRESENT: Ted Dziurman
Rick Kessler
Bill Nelson
Tim Richnak
Frank Zuazo

ALSO PRESENT: Mark Stimac, Director of Building & Zoning
Paul Evans, Housing & Zoning Inspector Supervisor
Pam Pasternak, Recording Secretary

ITEM #1 – APPROVAL OF MINUTES – MEETING OF OCTOBER 1, 2008

Motion by Kessler
Supported by Richnak

MOVED, to approve the minutes of the meeting of October 1, 2008 as written.

Yeas: All – 5

MOTION TO APPROVE MINUTES CARRIED

ITEM #2 – VARIANCE REQUESTED. RALPH GARABEDIAN, 2644-2648

LOVINGTON, for relief of the dwelling unit separation wall in the attic of a two family dwelling required by Section 317.1 of the Michigan Residential Code. The petitioner is the owner of a two-family dwelling originally constructed in 1969. Recently the home was inspected as part of a property maintenance issues at the property. It was discovered that the fire resistance rated wall separating the two dwelling units did not extend through the attic of the units. Section 317.1 of the Michigan Residential Code requires that this wall extend to the underside of the roof sheathing. Upon being cited for this deficiency, the petitioner filled application for appeal of this item.

This item last appeared before this Board at the meeting of October 1, 2008 and was postponed to allow Building Department Staff to contact Mr. Garabedian regarding his intentions on this property.

Mr. Stimac explained that Mr. Garabedian installed the required separation wall at the same time he replaced the roof. The Building Department inspected the property and it is in compliance. The petitioner has not officially withdrawn his request, and Mr. Stimac stated that because this request still appears on the Agenda, the Board has to take action on it.

Motion by Richnak
Supported by Kessler

ITEM #2 – con't.

MOVED, to deny the request of Ralph Garabedian, 2644-2648 Lovington, for relief of the dwelling unit separation wall in the attic of a two family dwelling required by Section 317.1 of the Michigan Residential Code.

- Petitioner has installed the required separation wall therefore there is no justification for the variance.

Yeas: All – 5

MOTION TO DENY REQUEST CARRIED

ITEM #3 – VARIANCE REQUESTED. DALE B. SCHMIDT, 6768 MERRICK DR., for relief of Chapter 83 to install a 48” high aluminum fence.

The petitioner was not present and this Item was moved to the end of the Agenda, Item #6, to allow the petitioner the opportunity to be present.

ITEM #4 – VARIANCE REQUESTED. STANLEY FRANKEL, REPRESENTING SOMERSET PLACE LLC, 2301 W. BIG BEAVER, for relief of Chapter 85 to erect a 2nd wall sign, 177 square feet in area on an existing building.

Mr. Stimac explained that the petitioner is requesting relief of the Sign Ordinance to erect a 2nd wall sign, 177 square feet in area. Chapter 85.02.05 (C) (3) allows one wall sign for each building not to exceed 10% of the area of the front of the structure to a maximum size of 200 square feet in area in the office zoned districts. Currently there is an existing wall sign on the building measuring 134 square feet in area.

Mark Greenstone was present representing Stanley Frankel, Jim Dunn Counsel for North Private Bank, and Larry Lavanway of Levanway signs were also present.

Mr. Kessler informed the petitioner that this Board can grant a variance if the petitioner were to prove a hardship.

Mr. Dunn stated that this building does not have a monument sign and there is a great deal of mature foliage in front of the building. Recently they held a Board of Directors meeting, and one of the Board members had difficulty finding this location. Clients approaching the bank will have difficulty trying to find the location. This office has moved from Bloomfield to Troy and the plans are for this to become their corporate office. They are hoping to expand and lease another floor in this building. Mr. Dunn also stated that they do not have plans to erect a monument sign. The proposed sign will be offset and will be very similar to the existing sign. This proposed sign will balance the building and would be aesthetically pleasing. There is a need to make their presence known as there are a large number of existing banks located along Big Beaver.

ITEM #4 – con't.

Mr. Dziurman asked how much space was leased by North Private and how much space by UBS.

Mr. Greenstone stated that North Private has 16,000 square feet of space and UBS has 24,000 square feet. Mr. Greenstone also stated that the proposed sign will be 6/10 of 1% of the square footage of the north elevation of the building.

Mr. Zuazo stated that he believes the proposed sign looks like a camouflage color and asked if a contrasting color may work better.

Mr. Greenstone stated that the sign is on glass panels and the UBS sign is also in white and seems to show up very well against the blue glass.

Mr. Richnak asked if a monument sign could be erected.

Mr. Stimac stated that this property was originally established as part of a consent judgment, and believes ground signs were addressed in that document.

Mr. Richnak stated that the petitioner indicated that they would not request a ground sign in the future and Mr. Greenstone confirmed that was correct.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written approvals or objections on file.

A discussion began regarding the possible verbiage of the consent judgment and how it would relate to a ground sign.

Mr. Greenstone stated that the petitioner is willing to commit to not requesting a monument sign in the future.

Motion by Nelson
Supported by Richnak

MOVED, to grant Stanley Frankel, representing Somerset Place LLC, 2301 W. Big Beaver, relief of Chapter 85 to erect a 2nd wall sign, 177 square feet in area on an existing building.

- The property owner would be restricted from applying for an additional ground sign.
- Variance is not contrary to public interest.
- Variance will not have an adverse effect to surrounding property.
- The sign area will result in a small percentage of the overall building elevation.

ITEM #4 – con't.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED**ITEM #5 – VARIANCE REQUESTED. BEAUMONT SERVICES, 44201 DEQUINDRE,**
for relief of Chapter 85 to erect nine (9) 24" x 60" banners on light poles.

Mr. Stimac explained that the petitioner is requesting relief of Chapter 85 to erect nine (9) 24" x 60" banners on light poles around the property at Beaumont Hospital. Chapter 85.02.05 (C) (2) allows a maximum of two signs for this development. Currently this site has more than two signs as based upon previous variances granted by the Building Code Board of Appeals.

Mr. John Rogers of Beaumont Services was present. Mr. Rogers explained that they are asking for these banners due to the construction that is ongoing at this property. Mr. Rogers stated that they feel that patients and visitors are over whelmed because of the construction and they are trying to show patients that patient care is the most important factor.

Mr. Dziurman asked if the petitioner would have to come back before this Board if the variance was only granted for a certain time frame.

Mr. Stimac stated that a variance very similar to this one was granted for a period of time as those banners were announcing a special event. This Board does have the option of making this a permanent variance so that the petitioner would not have to come before the Board again.

Mr. Richnak asked if the petitioner was looking for a specific time period.

Mr. Rogers said that these banners are made of a material that would need to be replaced within eighteen months and furthermore thinks that the construction will last between one and two years from now.

Mr. Richnak asked if the petitioner was planning to put up different banners in the future.

Mr. Rogers said that he did not believe so but could not say with 100% certainty. If another variance was required, Mr. Rogers said that he would be more than willing to come back before this Board.

Mr. Zuazo asked if these banners would be replaced with banners that were the same size.

Mr. Rogers said that was correct.

ITEM #5 – con't.

The Chairman opened the Public Hearing. No one wished to be heard and the Public Hearing was closed.

There are no written objections or approvals on file.

Mr. Stimac cautioned the Board as the Sign Ordinance does not address the copy on a sign. Officially this Board cannot approve the message that is on a sign.

Mr. Dziurman stated that he would be concerned if there was advertising on the sign.

Mr. Richnak stated that he believes these banners would be good for this campus as the construction creates a hardship and the campus is being expanded.

Mr. Zuazo asked what would happen if someone put up a banner and then incorporated advertising into it.

Mr. Stimac stated that the Sign Ordinance is silent with regards to content. A 200 square foot sign at an office building can include advertisement.

Motion by Kessler
Supported by Richnak

MOVED, to grant Beaumont Services, 44201 Dequindre relief of Chapter 85 to erect nine (9) 24" x 60" banners on light poles.

- Banners may be in place for a period of eighteen (18) months.
- 18 month time frame is due to the temporary nature of the material of the banners.

Yeas: All – 5

MOTION TO GRANT VARIANCE FOR A PERIOD OF EIGHTEEN (18) MONTHS
CARRIED

ITEM #6 (ITEM #3) – VARIANCE REQUESTED. DALE B. SCHMIDT, 6768 MERRICK DR., for relief of Chapter 83 to install a 48" high aluminum fence.

Mr. Stimac explained that the petitioner is requesting relief of the Ordinance to install a 48" high fence. This property is a double front corner lot. It has a 40' minimum front yard setback along both Merrick and Kimberly. Chapter 83 limits the height of fences in front setbacks to a maximum height of 30". The site plan submitted indicates this 4' high fence setback 30' from the property line along Kimberly.

ITEM #6 – con't.

This item last appeared before this Board at the meeting of October 1, 2008 and was postponed to allow the petitioner to re-submit a more detailed site plan; and, also to allow the petitioner the opportunity to stake out the property showing both the proposed location of the fence, and the location of the fence that would comply with the Ordinance.

Mr. Schmidt provided Board members with nineteen (19) pictures of this property, indicating where he would like to put the fence and also showing where the fence would be placed in order to comply with the Ordinance.

Mr. Kessler asked what was behind the evergreen trees.

Mr. Schmidt stated that his air conditioning unit was in this location and asked what the proper distance was from the house to the air conditioning unit.

Mr. Stimac stated that the distance is addressed in the manufacturer's installation instructions.

A discussion began between Board members and Mr. Schmidt regarding the pictures he provided. Mr. Schmidt believes he originally asked for 9' or 10' from the pavers.

Mr. Kessler suggested cutting the pavers back to make them the same size as a standard walkway, which would be both functional as well as aesthetically pleasing.

Mr. Richnak stated that some of the shrubs in the air conditioning area may need to be removed and the pavers moved back into that area. Because the shrubs are so close to the air conditioner there may not be enough air flow around the unit to allow it to operate efficiently. If the shrubs were moved, the walkway could be moved and the variance request would not be as large.

Mr. Schmidt did not think that the type of fencing he wants to put in would screen the air conditioner from people going by the area.

Mr. Richnak stated that he could put shrubs on the outside of the fence that would help to screen the air conditioner.

Mr. Schmidt asked for an explanation regarding fences and corner lots.

Mr. Stimac explained that because Mr. Schmidt's house is on a corner it shares a front yard with the neighbor behind him. Mr. Stimac also stated that Mr. Schmidt could put up a 30" high picket fence along his property line and that would comply with the Ordinance.

ITEM #6 – con't.

Mr. Kessler stated that this is a newer upscale neighborhood of Troy and believes that screening of the air conditioner unit would be important to neighbors. Mr. Kessler also stated that he would like to grant a minimum variance to this property. A 4' wide walkway is more than sufficient and he would like the petitioner to supply the Building Department with the exact measurement from the edge of the walkway to the house.

Mr. Dziurman reminded Board members that there are two (2) written approvals in file and there are four (4) written objections on file.

Motion by Richnak
Supported by Nelson

MOVED, to grant Dale Schmidt, 6768 Merrick Dr. relief of Chapter 83 to install a 48" high aluminum fence.

- Modify location of fence such that it is not located farther south than the existing pavers around the air conditioning unit.
- Petitioner is encouraged to put landscaping along the outside of the fence.

Yeas: All – 5

MOTION TO GRANT VARIANCE CARRIED

Mr. Stimac stated that he will go out to this site and determine how far the fence will be from the house.

The Building Code Board of Appeals meeting adjourned at 9:28 A.M.

Ted Dziurman, Chairman

Pam Pasternak, Recording Secretary

The Regular Meeting of the Troy City Planning Commission was called to order by Chair Schultz at 7:30 p.m. on November 11, 2008, in the Council Chambers of the Troy City Hall.

1. ROLL CALL

Present:

Michael W. Hutson
Philip Sanzica
Robert Schultz
Thomas Strat
John J. Tagle
Lon M. Ullmann

Absent:

Mark Maxwell
Mark J. Vleck
Wayne Wright

Also Present:

Mark F. Miller, Planning Director
R. Brent Savidant, Principal Planner
Christopher Forsyth, Assistant City Attorney
Zak Branigan, Carlisle/Wortman Associates
Bradley Raine, Student Representative
Kathy Czarnecki, Recording Secretary

Chair Schultz announced the petitioner for Agenda items #7 and #8 requested to postpone both items to the next regularly scheduled meeting. Chair Schultz pointed out that five (5) affirmative votes would be required for any approval or recommendation to City Council.

Resolution # PC-2008-11-127

Moved by: Sanzica
Seconded by: Hutson

RESOLVED, To remove Agenda items #7 and #8.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

Chair Schultz said residents would receive notification by mail when the items are scheduled on a future agenda.

2. APPROVAL OF AGENDA

Resolution # PC-2008-11-128

Moved by: Tagle
Seconded by: Strat

RESOLVED, To approve the Agenda as revised.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

3. MINUTES – October 28, 2008 Special/Study Meeting

Mr. Forsyth indicated he was not in attendance and asked that the minutes reflect that Lori Grigg Bluhm was present.

Resolution # PC-2008-11-129

Moved by: Tagle
Seconded by: Hutson

RESOLVED, To approve the minutes of the October 28, 2008 Special/Study Meeting as amended.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

4. PUBLIC COMMENTS – Items not on the Agenda

There was no one present who wished to speak.

REZONING REQUESTS

5. PUBLIC HEARING – REZONING APPLICATION (Z 732) – Proposed Office Building, South side of Wattles Road, East of Rochester Road (1100 and 1120 Wattles Road), Section 23, From R-1C (One Family Residential) to O-1 (Low Rise Office) District

Mr. Miller presented a summary of the Planning Department report on the proposed rezoning request. He addressed the newly adopted Master Plan as relates to neighborhood nodes, and briefly explained the charge of the Planning Commission in its interpretation of the neighborhood node in relation to the proposed rezoning request. Mr. Miller apologized that the sketches of a potential office development, provided by the applicant, were not included in the meeting packet, but indicated they were distributed to members prior to the beginning of tonight's meeting.

It is the recommendation of City Management that if the Planning Commission determines that the subject parcel lies within the neighborhood node, the applicant consider submitting a conditional rezoning application that could potentially serve as an appropriate transition between residential and non-residential uses.

Mr. Forsyth emphasized the sketch of the potential office development would not play a part in deliberation of the rezoning request.

The petitioner, Salvatore DiMercurio of Brentwood Land Development, 48705 Hayes Road, Shelby Township, was present. Stefano Mularoni was also present. Mr. DiMercurio briefly addressed the proposed site, of which a conceptual drawing was displayed. He indicated his willingness to commit to a conditional rezoning.

PUBLIC HEARING OPENED

No one was present to speak.

PUBLIC HEARING CLOSED

A brief discussion followed relating to the interpretation of the neighborhood node, the proximity of the proposed rezoning to residential, and the application process for conditional rezoning.

Mr. Miller suggested postponement of the traditional rezoning request if it is the intent of the Planning Commission to offer the petitioner the opportunity to go forward with a conditional rezoning application.

Resolution # PC-2008-11-130

Moved by: Strat
Seconded by: Sanzica

RESOLVED, To postpone the rezoning request to deal with a conditional rezoning.

Discussion on the motion on the floor.

Chair Schultz addressed concerns with a conditional rezoning.

Vote on the motion on the floor.

Yes: Sanzica, Strat, Tagle
No: Hutson, Schultz, Ullmann
Absent: Maxwell, Vleck, Wright

MOTION FAILED

Resolution # PC-2008-11-131

Moved by: Hutson
Seconded by: Ullmann

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1C to O-1 rezoning request, located on the south side of Wattles, east of

Rochester Road, within Section 23, being approximately 2.39 acres in size, be denied, for the following reason:

1. The request is incompatible with existing zoning and in conflict with the Master Plan's conceptual idea of an economic node at this location.

Yes: Hutson, Schultz Ullmann
No: Sanzica, Strat, Tagle
Absent: Maxwell, Vleck, Wright

MOTION FAILED

Mr. Forsyth clarified that a recommendation to deny the proposed rezoning request would go forward to City Council.

6. PUBLIC HEARING – REZONING APPLICATION (Z 733) – Proposed Maple Business Center, North side of Maple Road, East of Castleton (2795 E. Maple Road), Section 25, From R-1E (One Family Residential) to B-1 (Local Business) District

Mr. Miller presented a summary of the Planning Department report on the proposed rezoning request. He addressed the newly adopted Master Plan as relates to neighborhood nodes and the proposed rezoning. It is the recommendation of City Management to deny the rezoning request for reasons as specified in the Planning Department report. Mr. Miller said City Management would support a conditional rezoning application if the applicant were to acquire the parcel to the west and combine it with the subject parcel.

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

Arthur Kalajian, petitioner and project architect, 1871 Austin Drive, Troy, was present. Visual boards of the potential development were displayed.

Terrey Barash, property owner, 2795 E. Maple Road, Troy, was present. Mr. Barash expressed his desire to expand his valet parking business and make site improvements.

Mr. Kalajian addressed the potential development as relates to the transition to residential, proposed site improvements and the property across the street. He indicated the adjacent property owner is not interested in selling his property.

Brother of Terrey Barash [did not sign in] addressed the conditions of the site and encouraged going forward with the site improvements.

PUBLIC HEARING OPENED

Robert Henkle of 1642 Castleton, Troy, was present. He spoke in opposition of the proposed rezoning request.

Randolph Grieser of 2775 E. Maple, Troy, was present. He spoke in opposition of the proposed rezoning request as submitted.

PUBLIC HEARING CLOSED

There was a brief discussion in which several members expressed opposition to the proposed rezoning because of its proximity to residential.

Resolution # PC-2008-11-132

Moved by: Hutson
Seconded by: Ullmann

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to B-1 rezoning request, located on the north side of Maple Road, east of Castleton, within Section 25, being approximately 0.84 acres in size, be denied, for the following reasons:

1. The rezoning is incompatible with single family uses and zoning districts to the north.
2. Developing this parcel in a way that is consistent with the standards of Neighborhood Node B in the City of Troy Master Plan would be difficult due to its small size and narrow width.
3. Rezoning this small, narrow parcel promotes poor access management.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED**SITE CONDOMINIUM SITE PLAN**

9. SITE CONDOMINIUM SITE PLAN REVIEW – Adams Road Site Condominium (Renewal), 5 units/lots proposed, East side of Adams, South of South Blvd., Section 6, Zoned R-1A (One Family Residential) District

Mr. Savidant presented a summary of the Planning Department report on the proposed site condominium development, and reported it is the recommendation of City Management to approve the site condominium application as submitted.

There was a brief discussion as relates to revisions to the site plan, wetland delineations and MDEQ (Michigan Department of Environmental Quality) approval.

The petitioner, David Donnellon of Choice Group, 755 W. Big Beaver Road, Troy, was present. Mr. Donnellon addressed the proposed storm water management.

Chair Schultz opened the floor for public comment.

John Quasarano of 2862 Lake Charnwood, Troy, was present. He requested to view the site plan, of which a complete set was provided to him.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-133

Moved by: Sanzica
Seconded by: Strat

RESOLVED, That the Planning Commission recommends to City Council that the Preliminary Site Plan (Section 34.70.00 One-Family Cluster Option), as requested for Adams Road Site Condominium, including 5 units, located on the east side of Adams, south of South Boulevard, Section 6, within the R-1A zoning district, be granted.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

SITE PLAN REVIEW

10. **SITE PLAN REVIEW (SP 883-C)** – Proposed Addition and Parking Lot Expansion and Consent Judgment Amendment, Heartland Health Care Skilled Nursing Facility (925 South Blvd.), South side of South Blvd., East of Livernois, Section 3, Zoned R-1B (One Family Residential) and O-1 (Low Rise Office) Districts (controlled by Consent Judgment)

Mr. Savidant presented a summary of the Planning Department report on the proposed site plan, and reported it is the recommendation of City Management to approve the site plan as submitted. Mr. Savidant addressed the placement of speed humps along the south parking thoroughfare lanes of the Heartland Health property as a deterrent to cut-through traffic.

Peter DeLoof, attorney, 301 N. Main Street, Ann Arbor, was present to represent the petitioner. Also present were Brion Harrigan of HCR ManorCare and George Ostrowski of Nowak & Fraus. A colored rendering was displayed. Mr. DeLoof addressed conversations with the neighboring property owners and homeowners association. He indicated groundbreaking is projected for early spring.

Chair Schultz opened the floor for public comment.

Jill Duggan of 4702 Rivers Edge, Troy, was present. Ms. Duggan spoke unfavorably of the existing parking situation.

David Merrill of 6908 Livernois, Troy, was present. Mr. Merrill expressed his concern with cut-through traffic, and spoke favorably of the petitioner working with this concern.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-134

Moved by: Tagle
Seconded by: Strat

RESOLVED, That the Planning Commission recommends to City Council that Preliminary Site Plan Approval, pursuant to a proposed Amendment to Consent Judgment, for a revised site plan, located at the southeast corner of South Boulevard and Livernois Road, being 5.48 acres in size, within Section 3, within the R-1B and O-1 zoning districts, be approved.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

SITE PLAN RENEWAL

11. SITE PLAN RENEWAL (SP 944) – Existing Office/Research Building, Proposed Parking Lot Expansion, East side of Stephenson Hwy (466 Stephenson Hwy), North of Fourteen Mile Road, Section 35 – R-C (Research Center) and O-M (Office Mid-Rise) Districts

Mr. Savidant presented a summary of the Planning Department report on the proposed site plan renewal, and reported it is the recommendation of City Management to approve the site plan as submitted.

Rob Krochmal, 7115 Orchard Lake Road, West Bloomfield, was present to represent the petitioner.

Chair Schultz opened the floor for public comment.

There was no one present who wished to speak.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-135

Moved by: Sanzica
Seconded by: Tagle

RESOLVED, That the proposed Parking Lot Expansion at 466 Stephenson Highway, located on the east side of Stephenson Highway, north of 14 Mile Road, located in Section 35, on approximately 3.38 acres in area, within the R-C and O-M zoning districts, be granted.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED**PLANNED UNIT DEVELOPMENT**

12. **PLANNED UNIT DEVELOPMENT (PUD 10)** – Proposed Big Beaver and Kilmer Planned Unit Development, Northeast Corner of Big Beaver and Kilmer, Section 22, Currently Zoned O-1 (Low Rise Office) and R-1E (One Family Residential) Districts

Zak Branigan of Carlisle Wortman Associates reported on the recent revisions of the proposed PUD development. It is their recommendation that the Planning Commission recommends to the City Council that the proposed PUD Concept Development Plan be approved, conditioned on the applicant agreeing to include provisions in the development agreement to prohibit public traffic to the flex spaces within the residential units and the optional spaces attached to units 11 and 12, a limitation on deliveries, or other measures meant to preempt potential parking and circulation concerns.

The petitioner, Ryan Marsh of Landus Development, 32121 Woodward Avenue, Royal Oak, was present. Mr. Marsh addressed the neighborhood support, executed lease and viability of the project. He asked the Commission's support and recommendation of the proposed Concept Development Plan.

There was brief discussion relating to deceleration lane, traffic management, storm water management and landscaping.

Chair Schultz opened the floor for public comment.

There was no one present who wished to speak.

Chair Schultz closed the floor for public comment.

Resolution # PC-2008-11-136

Moved by: Tagle
 Seconded by: Strat

WHEREAS, The Planning Commission reviewed a Concept Development Plan for a Planned Unit Development, pursuant to Article 35.50.01, as requested by Landus Development for the BBK Mixed-Use Development Planned Unit Development (PUD 10), located on the northeast corner of Big Beaver and Kilmer, located in Section 22, within the O-1 and R-1E zoning districts, being approximately 2.546 acres in size; and

WHEREAS, The City's Planning Consultant Richard Carlisle of Carlisle/Wortman Associates, Inc. prepared a memorandum dated November 6, 2008 that recommends Concept Development Plan approval of BBK Mixed-Use Development Planned Unit Development; and

WHEREAS, The proposed PUD meets the Standards for Approval set forth in Article 35.30.00; and

BE IT FINALLY RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval for BBK Mixed-Use Development Planned Unit Development be granted.

Yes: All present (6)
 Absent: Maxwell, Vleck, Wright

MOTION CARRIED**OTHER ITEMS**13. **APPROVAL OF 2009 PLANNING COMMISSION MEETING SCHEDULE**

Mr. Miller briefly presented the proposed 2009 Planning Commission meeting schedule.

A brief discussion followed.

Resolution # PC-2008-11-137

Moved by: Strat
 Seconded by: Tagle

RESOLVED, That the Troy City Planning Commission hereby establishes the following schedule for their meetings during the calendar year 2009:

1. Regular Meetings will be held on the second Tuesday of each month, with the exception of September 8th.

2. Special/Study Meetings will be held on the first and fourth Tuesday of each month, as necessary, with the exception of May 5th, May 26th, July 7th, November 3rd, November 24th and December 22nd.
3. If additional Special/Study Meetings become necessary, alternate Special/Study Meeting dates may be set at the discretion of the Commission.

Yes: All present (6)
Absent: Maxwell, Vleck, Wright

MOTION CARRIED

14. PUBLIC COMMENTS – Items on Current Agenda

There was no one present who wished to speak.

15. PLANNING COMMISSION COMMENTS

Items briefly discussed were:

- Master Plan neighborhood nodes.
- Conditional rezonings.
- Development design guidelines.
- Zoning Ordinance restructure.
- Joint meetings with City of Birmingham.
- Planning articles of interest.

The Regular Meeting of the Planning Commission adjourned at 9:54 p.m.

Respectfully submitted,



Robert M. Schultz, Chair



Kathy L. Czarnecki, Recording Secretary

The Special/Study Meeting of the Troy City Planning Commission was called to order by Chair Schultz at 7:30 p.m. on November 25, 2008 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Present:

Michael W. Hutson
Mark Maxwell
Robert M. Schultz
Thomas Strat
John J. Tagle
Mark J. Vleck
Lon M. Ullmann

Absent:

Philip Sanzica
Wayne Wright

Also Present:

Mark F. Miller, Planning Director
R. Brent Savidant, Principal Planner
Christopher Forsyth, Assistant City Attorney
Zak Branigan, Carlisle/Wortman Associates, Inc.

2. APPROVAL OF AGENDA

Resolution # PC-2008-11-138

Moved by: Vleck
Seconded by: Maxwell

RESOLVED, To approve the Agenda as submitted.

Yes: All present (7)
Absent: Sanzica, Wright

MOTION CARRIED

3. MINUTES

Resolution # PC-2008-11-139

Moved by: Tagle
Seconded by: Strat

RESOLVED, To approve the minutes of the November 11, 2008 Regular meeting, as presented.

Yes: Hutson, Schultz, Strat, Tagle, Ullmann, Vleck
Abstain: Maxwell
Absent: Sanzica, Wright

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one who wished to speak.

5. BOARD OF ZONING APPEALS (BZA) REPORT

Mr. Strat presented the BZA Report. General discussion followed.

6. DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REPORT

Mr. Miller announced there was no DDA meeting in November.

7. PLANNING AND ZONING REPORT

Mr. Miller announced that three items received approval by City Council at the November 24, 2008 Regular meeting:

- McDonald's Restaurant with drive thru (Consent Judgment), located at northwest corner of Rochester and Big Beaver.
- Heartland Health Care Nursing Home and Rehabilitation Facility (Consent Judgment), located at the southeast corner of South Boulevard and Livernois.
- Temporary Merchant Business Ordinance.

Mr. Miller announced upcoming items for the December 1, 2008 and December 15, 2008 City Council Regular meetings.

STUDY ITEMS

8. ZONING ORDINANCE COMPREHENSIVE REWRITE ZOTA 234 – KICK OFF MEETING

Mr. Miller introduced the item.

Zak Branigan of Carlisle/Wortman Associates, Inc. summarized the Approach and Work Plan from their proposal to rewrite the Zoning Ordinance.

General discussion followed.

Chairman Schultz called a break at 8:55 p.m.

The meeting reconvened at 9:00 p.m.

9. MASTER PLAN AND INTERPRETATION CONSISTENCY OF REZONING REQUESTS

Mr. Miller led an informal discussion involving the challenges associated with considering rezoning applications involving property situated in or near “economic nodes” classified in the Master Plan.

General discussion followed.

10. BIRMINGHAM/TROY MULTI-MODAL TRANSIT CENTER JOINT PLANNING / ZONING UPDATE

Mr. Miller provided an update on the Transit Center project.

The Planning Commission discussed joint planning efforts and the upcoming joint meeting on December 2, 2008.

OTHER ITEMS

11. PUBLIC COMMENT – Items on Current Agenda

There was no one who wished to speak.

12. PLANNING COMMISSION COMMENT

ADJOURN

The Special/Study Meeting of the Planning Commission adjourned at 10.45 p.m.

Respectfully submitted,

Robert M. Schultz, Chair

R. Brent Savidant, Principal Planner



CITY COUNCIL REPORT

November 24, 2008

TO: Phillip L. Nelson, City Manager

FROM: Charles T. Craft, Chief of Police
Wendell Moore, Research & Technology Administrator

SUBJECT: 2008 Year-To-Date Calls for Police Service Report

Background:

- Each quarter the police department publishes a year-to-date report comparing current year calls for service, criminal offenses, clearance rates, traffic crashes and citations issued, to the same time period of the previous year.
- The report's format complies with the National Incident Based Reporting System. All offenses within an incident are reported.
- Group A Crime decreased 1.0% (26 incidents) from the 2007 level. Within the group, the following categories show significant variations:
 - Breaking and Entering: Up 17.5% (36 incidents)
 - Destruction/Damage to Property/Vandalism: Down 12.5% (37 incidents)
 - Robbery: Down 30.8% (4 incidents)
 - Motor Vehicle Theft: Up 14.8% (16 incidents)
 - Assault Offenses: Down 7.3% (34 incidents)
 - Drug/Narcotics Offenses: Down 12.4% (21 incidents)
- Group B Crime decreased 31.2% (372 incidents). Significant changes occurred in the following:
 - Disorderly Conduct: Down 56.2% (100 incidents)
 - Drunk Driving: Decreased 20.7% (72 incidents)
 - Reports of Runaway Children: Increased 200.0% (10 incidents)
- Total incidents of crime (Group A & B combined) decreased by 10.6% (398 incidents).
- Clearance rates (the percentage of offenses for which a perpetrator has been prosecuted, or positively identified but not prosecuted) continue to be high, 29.8% for Group A Crime, and 81.8% for Group B Crime. In total, 44.0% of all reported crime has been cleared.
- Arrests have decreased 2.3% (20 arrests) for Group A crime, and 28.3% (284 arrests) for Group B crime. Overall, arrests decreased by 16.1% (304 arrests).
- Group C (non-criminal) calls for police service decreased by 5.1% (1,372 incidents).
- Year-to-date reported traffic crashes and traffic citations issued totals are as follows:
 - Property Damage crashes decreased 3.8% (73 crashes).
 - Injury crashes are down 9.4% (41 crashes).

- Fatal crashes increased by two (5 crashes in 2008, 3 crashes in 2007).
- Hazardous traffic citations issued are down 8.7% (652 citations).
- Non-hazardous traffic citations issued are down 8.5% (53 citations)
- License/title/registration citations decreased 9.1% (165 citations)
- Parking citations decreased 47.1% (294 citations)
- Overall, all calls for police are down 5.6% (1,720 calls for service)

Financial Considerations:

- None

Legal Considerations:

- None

Policy Considerations:

- Troy has enhanced the safety and health of the community.

Troy Police Department

January through September 2008/2007 Comparison

Group A Crime Categories	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Y-T-D		Percent	Y-T-D		Percent	Y-T-D		Y-T-D		
	2008	2007	Change	2008	2007	Change	2008	2007	Change	2008	Percent
Arson	5	3	66.7%	6	3	100.0%	0	1	-	0	0.0%
Assault Offenses	429	463	-7.3%	444	470	-5.5%	104	129	-19.4%	107	24.1%
Bribery	1	0	+	2	0	+	0	0	NC	1	50.0%
Breaking and Entering	242	206	17.5%	243	209	16.3%	19	29	-34.5%	17	7.0%
Counterfeiting/Forgery	36	21	71.4%	36	22	63.6%	8	3	166.7%	2	5.6%
Destruction/Damage/Vandalism	260	297	-12.5%	276	316	-12.7%	15	3	400.0%	15	5.4%
Drug/Narcotic Offenses	148	169	-12.4%	234	237	-1.3%	170	187	-9.1%	218	93.2%
Embezzlement	58	53	9.4%	60	57	5.3%	49	33	48.5%	26	43.3%
Extortion/Blackmail	1	1	NC	2	1	100.0%	0	0	NC	1	50.0%
Fraud Offenses	156	149	4.7%	166	157	5.7%	40	25	60.0%	32	19.3%
Gambling Offenses	0	1	-	0	2	-	2	0	+	0	0.0%
Homicide Offenses	1	2	-50.0%	2	2	NC	2	2	NC	2	100.0%
Kidnapping/Abduction	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Larceny/Theft Offenses	1,033	1,042	-0.9%	1,063	1,075	-1.1%	411	434	-5.3%	347	32.6%
Motor Vehicle Theft	124	108	14.8%	126	117	7.7%	7	7	NC	5	4.0%
Pornography/Obscene Material	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Prostitution Offenses	4	0	+	4	0	+	5	0	+	4	100.0%
Robbery	9	13	-30.8%	9	13	-30.8%	2	7	-71.4%	1	11.1%
Sex Offenses, Forcible	27	28	-3.6%	27	28	-3.6%	7	4	75.0%	8	29.6%
Sex Offenses, Nonforcible	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Stolen Property Offenses	9	8	12.5%	17	17	NC	13	10	30.0%	16	94.1%
Weapon Law Violations	6	11	-45.5%	12	12	NC	6	6	NC	11	91.7%
Group A Total	2,549	2,575	-1.0%	2,729	2,738	-0.3%	860	880	-2.3%	813	29.8%
Group B Crime Categories											
Bad Checks	31	36	-13.9%	33	38	-13.2%	18	7	157.1%	14	42.4%
Curfew/Loitering/Vagrancy	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Disorderly Conduct	78	178	-56.2%	87	191	-54.5%	25	19	31.6%	30	34.5%
Driving Under the Influence	275	347	-20.7%	328	412	-20.4%	283	321	-11.8%	323	98.5%
Drunkenness	0	0	NC	0	0	NC	0	0	NC	0	0.0%
Family Offenses, Nonviolent	18	13	38.5%	18	15	20.0%	0	1	-	1	5.6%
Liquor Law Violations	56	71	-21.1%	102	144	-29.2%	92	163	-43.6%	95	93.1%
Peeping Tom	1	2	-50.0%	1	2	-50.0%	1	0	+	1	100.0%
Runaway (Under 18)	15	5	200.0%	15	5	200.0%	0	0	NC	0	0.0%
Trespass of Real Property	12	9	33.3%	17	11	54.5%	10	3	233.3%	12	70.6%
All Other	336	533	-37.0%	425	604	-29.6%	290	489	-40.7%	363	85.4%
Group B Total	822	1,194	-31.2%	1,026	1,422	-27.8%	719	1,003	-28.3%	839	81.8%
Group A and B Total	3,371	3,769	-10.6%	3,755	4,160	-9.7%	1,579	1,883	-16.1%	1,652	44.0%
Above data includes both completed and attempted offenses.											

Troy Police Department

January through September 2008/2007 Comparison

Description	INCIDENTS			OFFENSES			ARRESTS			CLEARANCES	
	Y-T-D		Percent Change	Y-T-D		Percent Change	Y-T-D		Percent	Y-T-D	
	2008	2007		2008	2007		2008	2007		2008	Percent
Alarms	2,699	2,744	-1.6%	2,699	2,744	-1.6%	NA	NA	NA	NA	NA
All Other	22,878	24,205	-5.5%	23,142	24,582	-5.9%	365	461	-20.8%	NA	NA
Group C Miscellaneous Total	25,577	26,949	-5.1%	25,841	27,326	-5.4%	365	461	-20.8%	NA	NA
Group E Fire Total	131	81	61.7%	131	81	61.7%	NA	NA	NA	NA	NA
Grand Totals	29,079	30,799	-5.6%	29,727	31,567	-5.8%	1,944	2,344	-17.1%	1,652	44.0%
Traffic Crashes and Citations											
Reportable Traffic Crashes			<u>2008 Alcohol Involved Crashes</u>								
Personal Injury	394	435	-9.4%	15 Incidents--3.8% involved alcohol.							
Property Damage	1,825	1,898	-3.8%	21 Incidents--1.2% involved alcohol.							
Fatal	5	3	66.7%	0 Incidents--0.0% involved alcohol.							
Total Reportable	2,224	2,336	-4.8%	36 Incidents--1.6% of all reportable crashes involved alcohol.							
Private Property Crashes	704	739	-4.7%								
Crashes Grand Total	2,928	3,075	-4.8%								
Traffic Citations											
Hazardous	6,838	7,490	-8.7%								
Non-hazardous	574	627	-8.5%								
License, Title, Registration	1,644	1,809	-9.1%								
Parking	330	624	-47.1%								
Traffic Citations Total	9,386	10,550	-11.0%								

DATE: December 2, 2008
 TO: Phil Nelson, City Manager
 FROM: Mark Stimac, Director of Building & Zoning
 SUBJECT: Permits issued during the Month of November 2008

	NO.	VALUATION	PERMIT FEE
<u>INDUSTRIAL</u>			
Add/Alter	3	\$54,600.00	\$745.00
Repair	2	\$97,000.00	\$1,200.00
Fire Repair	1	\$3,195.00	\$95.00
Sub Total	6	\$154,795.00	\$2,040.00
<u>COMMERCIAL</u>			
Shell New	1	\$211,000.00	\$2,225.00
Fnd./Shell New	1	\$347,676.00	\$3,595.00
Add/Alter	19	\$1,462,583.00	\$16,395.00
Kiosk	2	\$0.00	\$70.00
Sub Total	23	\$2,021,259.00	\$22,285.00
<u>RESIDENTIAL</u>			
New	5	\$871,343.00	\$9,305.00
Add/Alter	25	\$500,715.00	\$7,120.00
Garage/Acc. Structure	2	\$18,200.00	\$330.00
Repair	2	\$42,633.00	\$570.00
Sub Total	34	\$1,432,891.00	\$17,325.00
<u>TOWN HOUSE/CONDO</u>			
Add/Alter	2	\$1,510.00	\$660.00
Repair	1	\$5,000.00	\$115.00
Sub Total	3	\$6,510.00	\$775.00
<u>INSTITUTIONAL/HOSPITAL</u>			
Completion	1	\$31,955,319.00	\$161,925.00
Sub Total	1	\$31,955,319.00	\$161,925.00
<u>RELIGIOUS</u>			
Repair	1	\$4,000.00	\$95.00
Sub Total	1	\$4,000.00	\$95.00

MISCELLANEOUS

Satellite/Antennas	1	\$0.00	\$36.00
Signs	34	\$0.00	\$3,705.00
Fences	6	\$0.00	\$110.00
Sub Total	41	\$0.00	\$3,851.00
TOTAL	109	\$35,574,774.00	\$208,296.00

PERMITS ISSUED DURING THE MONTH OF NOVEMBER 2008

	NO.	PERMIT FEE
Mul. Dwel. Insp.	326	\$3,260.00
Cert. of Occupancy	28	\$9,690.75
Plan Review	58	\$18,134.49
Microfilm	29	\$576.00
Building Permits	109	\$208,296.00
Electrical Permits	124	\$6,630.00
Heating Permits	92	\$6,650.00
Air Cond. Permits	26	\$1,615.00
Plumbing Permits	57	\$2,606.00
Storm Sewer Permits	11	\$672.00
Sanitary Sewer Permits	8	\$304.00
Sewer Taps	11	\$11,426.00
TOTAL	879	\$269,860.24

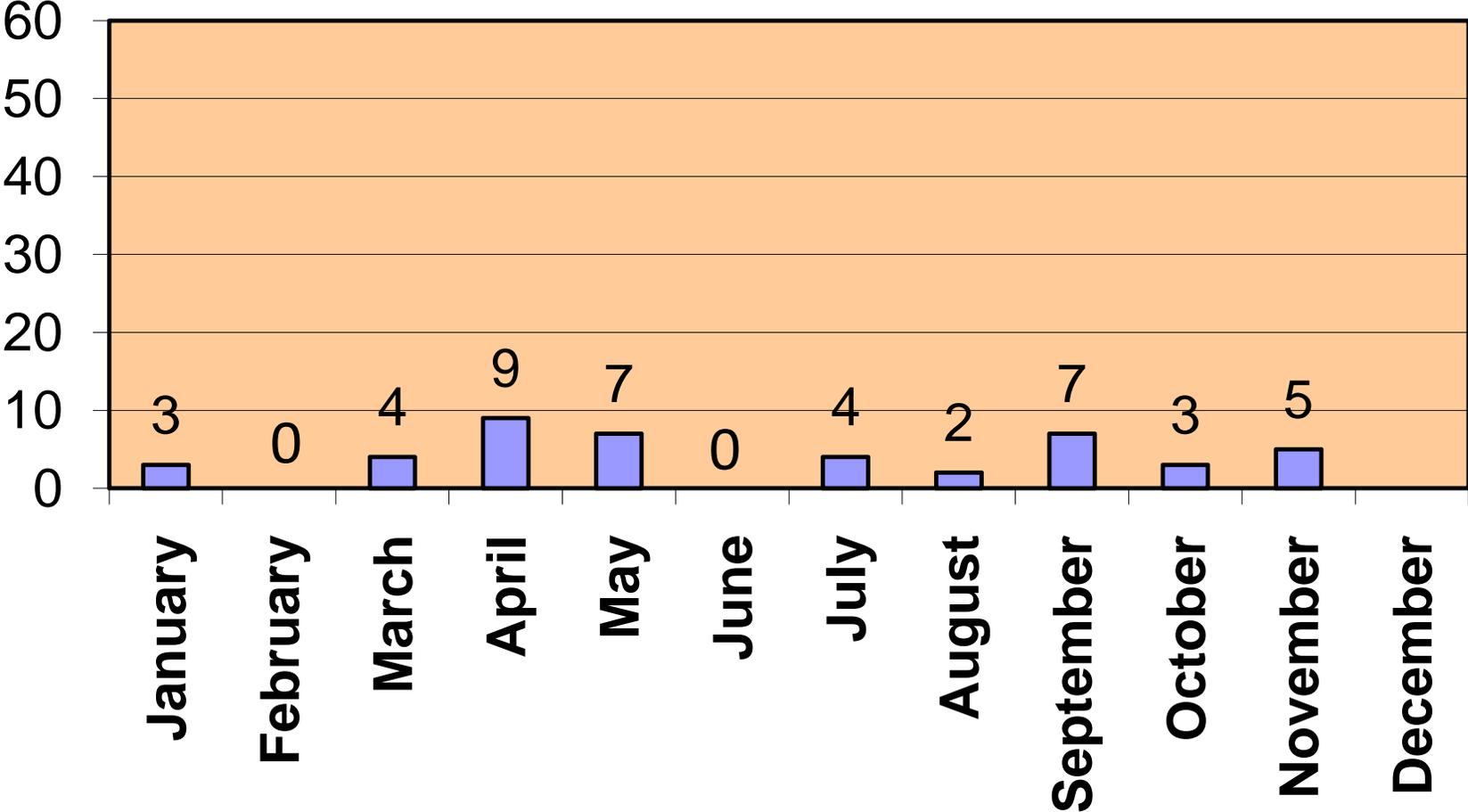
LICENSES & REGISTRATIONS ISSUED DURING THE MONTH OF NOVEMBER 2008

	NO.	LICENSE FEE
Mech. Contr.-Reg.	34	\$170.00
Elec. Contr.-Reg.	14	\$210.00
Master Plmb.-Reg.	9	\$45.00
Sign Inst. - Reg.	4	\$40.00
E. Sign Contr-Reg.	2	\$30.00
Bldg. Contr.-Reg.	14	\$140.00
F.Alarm Contr.-Reg.	1	\$15.00
TOTAL	78	\$650.00

BUILDING PERMITS ISSUED

	<u>BUILDING PERMITS 2007</u>	<u>PERMIT VALUATION 2007</u>	<u>BUILDING PERMITS 2008</u>	<u>PERMIT VALUATION 2008</u>
JANUARY	119	\$7,595,008.00	71	\$4,678,432.00
FEBRUARY	101	\$8,056,092.00	81	\$5,464,681.00
MARCH	135	\$9,204,932.00	107	\$3,480,525.00
APRIL	140	\$4,844,929.00	141	\$10,518,298.00
MAY	170	\$11,201,261.00	161	\$4,357,036.00
JUNE	183	\$6,057,272.00	161	\$8,178,329.00
JULY	134	\$5,755,737.00	160	\$10,497,107.00
AUGUST	149	\$10,867,085.00	122	\$15,981,779.00
SEPTEMBER	151	\$15,498,043.00	134	\$13,136,548.00
OCTOBER	194	\$13,663,761.00	114	\$3,760,152.00
NOVEMBER	136	\$16,386,272.00	109	\$35,574,774.00
DECEMBER	102	\$4,572,214.00	0	\$0.00
TOTAL	1714	\$113,702,606.00	1361	\$115,627,661.00

SINGLE FAMILY DWELLING PERMITS 2008



BRIEF BREAKDOWN OF NON-RESIDENTIAL BUILDING PERMITS
ISSUED DURING THE MONTH OF NOVEMBER 2008

Type of Construction	Builder or Company	Address of Job	Valuation
Commercial, Add/Alter	HORIZON RETAIL CONSTRUCTION INC	2800 W BIG BEAVER Q-111	134,233
Commercial, Add/Alter	SYNERGY GROUP INC	755 W BIG BEAVER 1800	350,000
Commercial, Add/Alter	NEMER PROPERTY GROUP	3155 W BIG BEAVER 125	162,500
Commercial, Add/Alter	SYNERGY GROUP INC	755 W BIG BEAVER 1800	150,000
Commercial, Add/Alter	OSPREY CONSTRUCTION & DEVELOPME	2800 LIVERNOIS 450	279,650
Commercial, Add/Alter	DESIGNSTRUCT	2037 W MAPLE	140,000
Total Commercial, Add/Alter			1,216,383
Commercial, Fnd/Shell New	CAPITAL BUILDING COMPANY, LLC	3331 ROCHESTER 3339	347,676
Total Commercial, Fnd/Shell New			347,676
Commercial, Shell New	SYNERGY GROUP INC	755 W BIG BEAVER 150	211,000
Total Commercial, Shell New			211,000
Inst./Hosp., Completion	BEAUMONT SERVICES CO	44201 DEQUINDRE EM CTR	31,955,319
Total Inst./Hosp., Completion			31,955,319
Records 10			Total Valuation: 33,730,378

Church of Saint Alan

3077 Gloucester, Troy, MI 48084

1-248-649-5510



This letter is being sent to thank you and the Troy Police Department for patrolling our property on Election Day, November 4th.

The presence of the officers with their welcoming smiles added to the evening.

We especially want to thank Officer Andy Breidenich for taking the time to speak to a small boy. The boy approached him by saying, "When I get big, I want to be just like you." What a beautiful example for all to witness. The officer knelt down and explained how being an officer means helping and serving people; always being ready to help.

The world needs more folks like this to be an example to all of us.

We thank all of you for your dedication.

God's blessings and Happy Thanksgiving,

Sister Mary Choiniere SSJ
Sister Mary Choiniere, SSJ
Pastoral Associate

MaryAnn Farrell
MaryAnn Farrell
Parish Secretary

CC: CITY MANAGER
D/C MAYER
CAPT. SCATER
OFF. BREIDENICH / DEPT FILE
CAPT. MCIT / MURPHY
BB

November 28, 2008

RECEIVED

DEC 03 2008

CITY OF TROY
CITY MANAGER'S OFFICE

Michelle Musial
1717 Beech Lane
Troy, MI 48083

Troy City Hall
ATTN: Louise Schilling
500 W. Big Beaver
Troy, MI 48084

Dear Mayor Louise Schilling,

I am writing to you today to applaud your and the state's efforts regarding the recycling program in the state of Michigan. The standard recycling processes including paper and plastic, along with the implementation of SOCCRA, have contributed to what I believe to be one of the most beneficial, easy, and effective program in the entire country. SOCCRA's new curbside recycling guidelines, which went into effect in July of this year, have already shown impact throughout participating communities.

As I had mentioned, the ease and practicality of the program makes it so simple to participate. No longer can residents complain that recycling takes too much effort and doesn't make a difference. All it takes is a recycling bin, a quick glance at the guidelines, and taking out the bin right along with your trash. Along with that, no longer are the paper products so regulated to the point where it takes more time figuring out what is recyclable and what isn't. Under SOCCRA's new program, almost all paper materials, from phone books to newspapers to paper cups and paperboard are acceptable. To go with this improvement, what I believe to be the most beneficial aspects of your recycling program are the financial and nature-saving aspects. As for monetary compensation, according to SOCCRA's website, SOCCRA communities are each rebated \$860,000 per year. In fact, it is stated that SOCCRA saved enough energy to power all of the homes in Beverly Hills for the entire year. Also, not to be ignored, 221,000 trees were saved, and the carbon dioxide emissions not released were equivalent to taking 8,300 cars off the road. These benefits, along with the convenient drop off centers locally, provide for an enthused and proud college student in a participating SOCCRA community.

In conclusion, each of the communities that participate in the SOCCRA recycling program have seen numerous benefits within their communities. The expansion of numerous materials including papers, plastics, and electronic equipment, as well as the ease of placing these products either on your curbside with your trash or to your local drop off center, has made it convenient to contribute to this ultra-beneficial initiative. The results of this have been both positive for the environment as well as the economy. Trees are being saved, and wallets are getting fatter. What else could you possibly ask for from a program that deals with trash? But with the help from organizations and public officials like you, we see the truth in the time-old saying "one man's trash is another man's treasure." Again, we applaud you.

Sincerely,

Michelle Musial

Michelle Musial

GEORGE D. BARAHAL, PH.D.

Fully Licensed Psychologist

22455 Chatsford Circuit
Southfield, MI 48034-6242

Telephone: (248) 358-0643

Fax: (248) 358-3759

December 1, 2008

Police Chief Charles Craft
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Dear Chief Craft,

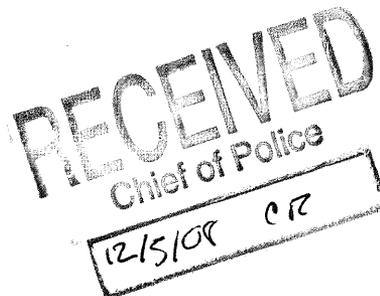
I am writing this letter to express my sincere appreciation for the services and treatment received by the excellent police officers in your department who recognized that I was having a diabetic reaction, when they stopped me in Troy, Michigan on the night of November 24, 2008. I was driving home after teaching a class at the Central Michigan University, Auburn Hills Campus. I was stopped by police officers who immediately called Alliance Mobil Health and their ambulance team also reacted with a high degree of efficiency to medically check my condition.

I am a 91 year old Naval Officer Veteran of World War II who is still working professionally as a clinical psychologist and as a professor of psychology. I am a supporter of Police Officer Associations with their widow's pensions, functions, and activities. I found Police Officer, Brian Jones, Badge Number 71, to be exceedingly kind, empathetic, and considerate, who manifested a high degree of efficiency and professionalism. He is a quintessential police officer that you, as Police Chief, and your community, can be very proud of! All of the other members of your team were also exceedingly helpful, and I want to thank them all.

Sincerely,

G. Barahal, PhD

George D. Barahal, Ph.D.
Professor Emeritus of Psychology,
Wayne State University
Chief Psychologist and Director,
Human Potential Counseling Center
Board Certified and Diplomate, The
American College of Forensic Examiners



CC: City Mgr
D/C Mayor
CAPTAINS
OFF. BRIAN JONES/FILE
BB



Carlo,

Thanks so much for your
help. Please extend my thanks
to the Larson Middle School
group who come & raked
leaves for me on 11/14/08

It was most appreciated

Jo Giroux
5134 Abington, Troy

4210 Frostedwood Ct J-03e

Troy Mich 48099.

Nov. 19/08.

Dear Carla,

I want to thank you, Troy People Concerned
and Troy Parks and Recreation Department
for putting me on your Free leaf raking

Program.

I'm a low income senior and I really
appreciate all your help.

Larson Middle School Teachers and students came to
rake my leaves Friday Nov 14th, they gathered
14 bags of leaves so I am very grateful for their help.
I wrote them a thank you letter for their
wonderful act of kindness

Again thank you again.

Sincerely

Emily A. Lambert

1-248 614 0118

**Troy Youth Assistance Board Meeting
October 16, 2008 Final Minutes**

Present: Leonette Ciepielowski, Robin Beltramini, Robin Lilly, George Zielinski, Nancy Piotrowski, Bruce Baxter, Brian Goul, Wendy Underwood, Dale Zygnowicz, Paul Scobie.

Call to order: Leonette called the meeting to order at 6:06 p.m. All rose for the Pledge of Allegiance.

Minutes: Robin B. moved to approve the minutes of September 18, 2008. Nancy seconded; so moved.

Treasurer's Report: George Zielinski:

- George presented September 2008 Treasurers Report. Wendy moved to approve report. Bruce seconded; so moved.
- George followed up with the last New Beginnings recipient who will be attending OCC in January at which time the finale payout will take place.

Communications:

- Leonette accepted a check in the amount of \$556.00 on behalf of TYA from City of Troy / Casual for a Cause at City Council meeting on Monday, October 6.

Caseworker's Report:

- VOLUNTEER ORIENTATION-W are very excited about a number of prospective new TYA volunteers who will be attending orientation sessions on October 23, Leonette, Nancy and myself will be available for both morning and afternoon sit downs to familiarize these individuals with TYA and to learn more about their skills and interests.
- YOUTH RECOGNITION-It is not too early to be thinking about our 2009 37th Annual Youth Recognition Event. Even though April 22 is a ways off, planning will begin in the coming weeks. Please speak with me if you have interest in serving on this committee as we hope to have an initial get together in November.
- YOUTH ASSISTANCE COORDINATION COUNCIL BREAKFAST- The Oakland County Youth Assistance Coordinating Council will hold it yearly sponsor and volunteer appreciation event on Friday, November 14, 2008 at the Iroquois Club in Bloomfield Hills at 7:30 AM. Invites will go out in the coming days.
- CASEWORK-During September, five new referrals cam into TYA-all from police sources. Our caseload as of September 30, 2008 stood at 43-26 boys and 17 girls

Executive Committee Report:

- The membership committee will be holding a volunteer training and Orientation on Thursday October, 23.

Committee Reports:

A. Camp/Skill Building: Brian Goul:

- Just received request for fifth grade camp. Summer camp went well.

B. Family Education:

- The September 30th presentation “Kids Who Want Everything And Think They Should Get It.” was a big success, feed back was good.
- Dr. William Pollack is scheduled to appear Monday November 3, for parents and November 4 for professionals.

C. Fundraising- Vacant:**D. Mentors Plus-Bruce Baxter:**

- There is a lack of mentors. Were working on ideas to recruit new mentors. Nancy will check with Non-profit group to see if they can promote Mentors PLUS.

E. Membership- Nancy Piotrowski**F. Publicity- Amy Johnson:**

- Leonette spoke with a woman from William Beaumont who has agreed to promote our Family Ed. Events.

E. Youth Involvement-

- It's that time of year Leonette will check with school to see if they'd like to participate in candy collection.

H. Youth Recognition-Committee

- Need to set date for committee; will check at next board meeting for any one to join.

School Reports:

- No report

Old Business:

- TYA Banner has been finalized and we should be receiving it soon.
- Volunteer Recruitment discussed in Executive comments.

New Business:

- Coordination Council Volunteer and Sponsor Appreciation invitations should be arriving soon; it is set for November 14th.

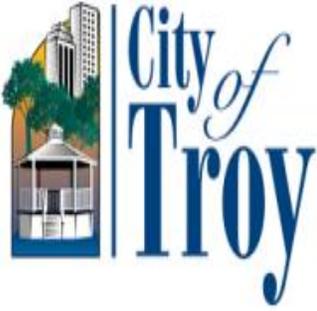
Community Information From Organization/Agencies Liaisons:

- Robin B reports next big event will be to vote. Spoke about the Charter Amendment Petition. Veterans Day November 11, 11:00 a.m. a Memorial will be held.
- Trick or Treat on the Village Green Saturday, October 25 from 1-3 pm, Troy Museum, Trick or Treat among the trees: Saturday, October 25, at various evening times, Troy Nature Center.
- Brian reports that on Thursday, October 23 from 12:30-2 p.m., Happy Halloween Party at Troy Community Center, Boo Bash: Saturday, October 25, from 10 am- 12:45 pm, Spooky Evening Family Story Time: Thursday, October 30, 7 pm, Troy Library, Creepy Comedy Show: Saturday, October 25, 2 pm Troy Library. Halloween Afterglow: Saturday, November 1, 6:30-8:30 pm, Troy Community Center Indoor Pool.
- Wendy Reports Negotiations are still going strong, she answered some question as best she could that some people had, also invited us to the Troy High Play being held October 16- 20.

Adjourned: 7:05 p.m.

Next meeting will be November 20, 2008 @ 6:00 p.m.

Respectively submitted, Robin Lilly, Secretary



TO: Members of Troy City Council
FROM: Lori Grigg Bluhm, City Attorney
Susan M. Lancaster, Assistant City Attorney
DATE: December 9, 2008
SUBJECT: Frank Lawrence v. City of Troy

Oakland County Circuit Court Judge Andrews has dismissed the lawsuit filed by Frank Lawrence against the City of Troy. In his attached opinion, Judge Andrews ruled that the City did not violate the Freedom of Information Act. Frank Lawrence filed a Freedom of Information Act request, seeking information from the police department that was relevant to a civil infraction ticket issued to his brother, Thomas Lawrence. The City denied the request, since it was perceived as a circumvention of the prohibition against discovery in civil infraction actions, as set forth in Michigan Court Rule 2.302 (A). In addition, Mr. Lawrence's Freedom of Information request sought several items that were exempt from disclosure under the Freedom of Information Act.

Since the case was a Freedom of Information Act challenge, it was decided at a very early date after the filing, without the necessity of going through the discovery process. Judge Andrews' dismissal of the case is a final order, although it is always possible that Mr. Lawrence will appeal the decision or ask for reconsideration. Upon information and belief, there is a pending case in the 52-4 district court, challenging the civil infraction tickets issued to Thomas Lawrence. This pending action may have some bearing on whether or not an appeal is taken. A claim of appeal must be filed on or before December 22, 2008.

We will update you if there is any subsequent activity in this matter. In the meantime, please let us know if you have any questions.

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

FRANK LAWRENCE, JR.

Plaintiff,

-vs-

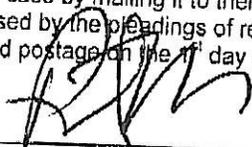
Case No. 08-095176-CZ
Hon. Steven N. Andrews

CITY OF TROY,

Defendant.

FRANK LAWRENCE, JR.
Plaintiff in pro per
941 Westview Road
Bloomfield Hills, MI 48304

CITY OF TROY-CITY ATTORNEY'S OFFICE
Lori Grigg Bluhm (P46908)
Susan M. Lancaster (P33168)
Attorneys for Defendant
500 West Big Beaver Road
Troy, MI 48084

Proof of Service
I certify that a copy of the above instrument was served upon the attorneys of record or the parties not represented by counsel in the above case by mailing it to their addresses as disclosed by the pleadings of record with prepaid postage on the 1st day of December, 2008.

P. Menna

OPINION AND ORDER

At a session of said Court, held in the Court House, in the City of Pontiac, Oakland County, Michigan, this 1st day of December, 2008.

PRESENT: THE HONORABLE STEVEN N. ANDREWS, Circuit Judge

This matter is before the Court on Plaintiff's motion for summary disposition pursuant to MCR 2.116(C)(9) and (10) and Defendant's motion for summary disposition pursuant to MCR 2.116(I)(2). The Court dispenses with oral argument. MCR 2.119(E)(3).

Plaintiff filed this action against Defendant City of Troy alleging violations of the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.*, arising out of his FOIA request submitted to the Troy Police Department. Plaintiff's FOIA request sought information regarding the traffic stop of Plaintiff's brother, Thomas Lawrence, who was issued a two-count civil infraction ticket on October 4, 2008 by Troy Police Officer Strong.

Particularly, Plaintiff sought the full names of the police officers involved in the traffic stop, video and audio tapes of the traffic stop, radio transmissions guidelines, goals and quotas regarding traffic stops in any given time period, and any records regarding disciplinary proceedings for the police officers involved in the traffic stop (Plaintiff's Exhibit 2: FOIA request).

In his motion for summary disposition, Plaintiff argues that there is no lawful basis for Defendant City's refusal to produce the records. Plaintiff argues that Defendant's refusal to do so was frivolous, as Plaintiff did not seek information of a personal nature. Plaintiff contends that the City's denial letter cited a non-existent statute, did not specify with particularity the reasons for denial, and did not separate exempt from non-exempt information (and release the non-exempt records). Plaintiff contends that the ongoing civil action exception is not applicable, citing *Taylor v Lansing Board of Water and Light*, 272 Mich App 200; 725 NW2d 84 (2006). And, Plaintiff's brother did not cause Plaintiff to submit the FOIA request; it was Plaintiff's idea. Plaintiff maintains that he did not seek embarrassing information or records of a personal nature. Plaintiff argues that because the City's denial of his FOIA request was arbitrary and capricious, Plaintiff is entitled to damages.

In response, Defendant moves for summary disposition under MCR 2.116(l)(2). Defendant notes initially that the "non-existent" statute actually only provided incorrect capitalization in its citation to MCL 15.243(1)(d), as (D); Defendant argues that there is nothing arbitrary or capricious about this typographical error.

Defendant counters that its denial of Plaintiff's FOIA request was specifically and properly denied under MCL 15.243(1)(d). Moreover, a letter was sent to Plaintiff explaining the City's position regarding discovery requests submitted as FOIA requests. Defendant City contends that it was justified in sending the denial letter (Defendant's Exhibit B).

First, the information sought by Plaintiff appears to be Plaintiff's attempt at a circumvention of discovery preclusion in civil infraction actions, MCR 2.302(A)(3). Defendant submits that the two citations issued to Thomas Lawrence are both civil infractions: first, no proof of insurance carries a mandatory court fine of \$25.00 with proof of insurance and a mandatory \$145.00 fine without proof of insurance. Second, failure to change address on driver's license carries a fine of \$100.00. Defendant maintains that the Secretary of State does not abstract points for either charge, and that a defendant is entitled to set the matter for hearing and by doing so has access to a court to argue any discovery motion allowed under the Michigan Court Rules and case law.

Defendant City argues that Plaintiff's motion for summary disposition should be denied because the information requested by Plaintiff's FOIA request was otherwise exempt: First, Defendant maintains that the police report and other documentation concerning the matter do not contain the name of the second officer

on the scene. Second, Defendant contends that the video and audio tapes and radio transmissions of the traffic stop are exempt from public disclosure because they would constitute an unwarranted invasion of an individual's privacy, *Michigan Federation of Teachers and School Related Personnel, AFT AFF-CIO v University of Michigan*, 481 Mich 657; 753 NW2d 28 (2008). The information sought by Plaintiff regarding audible information between an officer and police dispatch frequently contains transmissions of private and confidential information such as witness names and addresses, VIN numbers, plate numbers and social security numbers. In this regard, Defendant City avers that such information is only supplied to defendants or their attorneys who complete a Discovery Request Video/Audio Tape Order Form (Defendant's Exhibit D). Defendant maintains that in civil infraction cases, video and audio tapes are never supplied to members of the public. Third, guidelines, goals and quotas regarding traffic stops in any given time period are exempt from disclosure under MCL 15.243(1)(t)(v) and (vi). Fourth, disciplinary records of the police officers are exempt from release under MCL 15.243(1)(t)(ix).

The FOIA is an act requiring full disclosure of public records unless a statutory exemption precludes the disclosure of information. *Messenger v Consumer & Industry Services*, 238 Mich App 524, 531; 606 NW2d 38 (1999); MCL 15.243(1)(d). When a public body refuses to disclose a requested document under the act, and the requester sues to compel disclosure, the public body bears the burden of proving that the refusal was justified under the act. MCL 15.240(1). Our Supreme Court has consistently recognized that the FOIA is a "disclosure statute." *State Employees Ass'n v Dep't of Management & Budget*, 428 Mich 104, 109; 404 NW2d 606 (1987).

The FOIA does not require that information be recorded; it only gives a right of access to records in existence. *Bredemeier v Kentwood Bd of Ed*, 95 Mich App 767, 771; 291 NW2d 199 (1980). The nonexistence of a record is a defense for the failure to produce or allow access to the record. *Hartzell v Mayville Community School District*, 183 Mich App 782; 455 NW2d 411 (1990).

Here, Defendant City's response to Plaintiff's request noted that the request sought information regarding a civil infraction (traffic ticket) pending with the City, and instructed Plaintiff to direct his request to either the City Attorney's Office or the Oakland County Prosecutor's Office (Defendant's Exhibit B). The City's Letter also informed Plaintiff that a denial can be appealed to the Troy City Manager (*Id.*). Plaintiff did not avail himself of the opportunity to appeal the denial of his request, but instead filed this lawsuit.

In any case, it appears that the denial was proper. Plaintiff's request sought information regarding his brother's pending civil infraction citations. Under MCR 2.303(A)(3), discovery is not permitted in civil infraction actions. Plaintiff's FOIA request appears to be his attempt to circumvent this discovery preclusion, and to obtain information beyond that allowed by Michigan Court Rules and outside of the court forum.

Notwithstanding, the information sought by Plaintiff is otherwise exempt. MCL 15.243(1)(b) provides an exemption for investigating records compiled for law enforcement purposes, to the extent that disclosure as a public record interferes with law enforcement proceedings and would constitute an unwarranted invasion of personal privacy. Here, the information sought implicates personal information of

officers and witnesses, and police investigation techniques and guidelines.

Accordingly, Plaintiff is not entitled to damages based on his claim of "arbitrary and capricious" acts.

WHEREFORE IT IS HEREBY ORDERED that Plaintiff's motion for summary disposition is denied.

IT IS FURTHER ORDERED that Defendant's motion for summary disposition is granted pursuant to MCR 2.116(1)(2).

This Order resolves all pending claims and closes this case. MCR 2.602

STEVEN N. ANDREWS

STEVEN N. ANDREWS, Circuit Judge

A TRUE COPY
RUTH JOHNSON
Oakland County Clerk, Register of Deeds
By: [Signature]
Deputy



CITY COUNCIL REPORT

December 5, 2009

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services
Timothy L. Richnak, Public Works Director

SUBJECT: Community Development Block Grant Information

Background:

- Oakland County will allow participating communities to spend a maximum of 45% of their annual CDBG allocation on public services. This action will ensure compliance with federal regulations. We are currently allocating 44.09% of the funds for public services and servicing 81 seniors. As listed on the attached information senior residents that are being served are disabled (33), between the age of 80 and 94 meeting income guidelines (25), other seniors age 62 and above with income below \$14,700 (13) and other seniors age 62 and above with income between \$14,701 - \$18,000 (10).

Financial Considerations:

- The budgeted amount includes funds for lawn service, snow removal, spring and fall yard clean up, gutter cleaning, tree trimming and tree removal.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- Enhance the livability and safety of the residents through CDBG funding. (goal #1)

Options:

- CDBG funds are subject to federal procurement standards. The City of Troy has the option to self administer or procure a service provider to administer CDBG eligible projects on its behalf. CDBG funds may not be treated as gifts or donations.

CDBG APPROPRIATIONS:		PUBLIC SERVICES AMOUNT	%
2001	\$213,290.00	\$50,000	23.44%
2002	\$213,290.00	\$50,000	23.44%
2003	\$213,290.00	\$60,000	28.13%
2004	\$195,344.00	\$70,000	35.83%
2005	\$184,795.00	\$70,000	37.88%
2006	\$166,316.00	\$70,000	42.09%
2007	\$165,141.00	\$70,000	42.09%
2008	\$158,321.00	\$71,010	44.09%
2009	\$158,321.00 (tentative)	\$71,010.00	44.09%

Following is a synopsis of our Home Chore Program details:

Total Residents:	=	81
Residents qualified due to disability:	=	33
Residents between 80 & 94 yrs old (Could qualify by disability but used low income	=	25
Residents with income below \$14,700 (This figure is the "extremely low income" amount established by the U.S. Department of Housing and Urban Development)	=	13
Residents with income between \$14,701 - \$18,000	=	10

7. U.S Department of Housing and Urban Development (HUD) Income Limits – The federally funded Community Development Block Grant (CDBG) program relies on U.S. Department of Housing and Urban Development annual income level data to determine program eligibility. The following income limits for HUD funded programs are effective as of 2/19/08.

PERSONS PER HOUSEHOLD	EXTREMELY LOW INCOME (30%)	VERY-LOW INCOME (50%)	LOW INCOME (80%)
1	14,700	24,450	39,150
2	16,800	27,950	44,750
3	18,850	31,450	50,350
4	20,950	34,950	55,900
5	22,650	37,750	60,400
6	24,350	40,550	64,850
7	26,000	43,350	69,350
8	27,700	46,150	73,800



CITY COUNCIL REPORT

December 10, 2008

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance and Administration
Carol K. Anderson, Parks and Recreation Director

SUBJECT: 2008 Best in Aquatics Award

Background:

The City of Troy received the **2008 International Aquatics Award** presented by Aquatics International Magazine. This tenth annual award competition honors the industry's outstanding aquatic facilities. Entries are judged on facility programming, promotional materials, aquatic amenities and community involvement. The Troy Family Aquatic Center and Troy Community Center were in the Class 2 Suburban category, population 50,000 to 499,000.

As winners of the award, the City receives a *Best of Aquatics* plaque and permission to use the *Best of Aquatics* logo on promotional material. In addition, there is a special acknowledgement in the November/December 2008 issue of *Aquatics International* (attached).

This is a prestigious honor and represents the City and Department's dedication in serving the Community.

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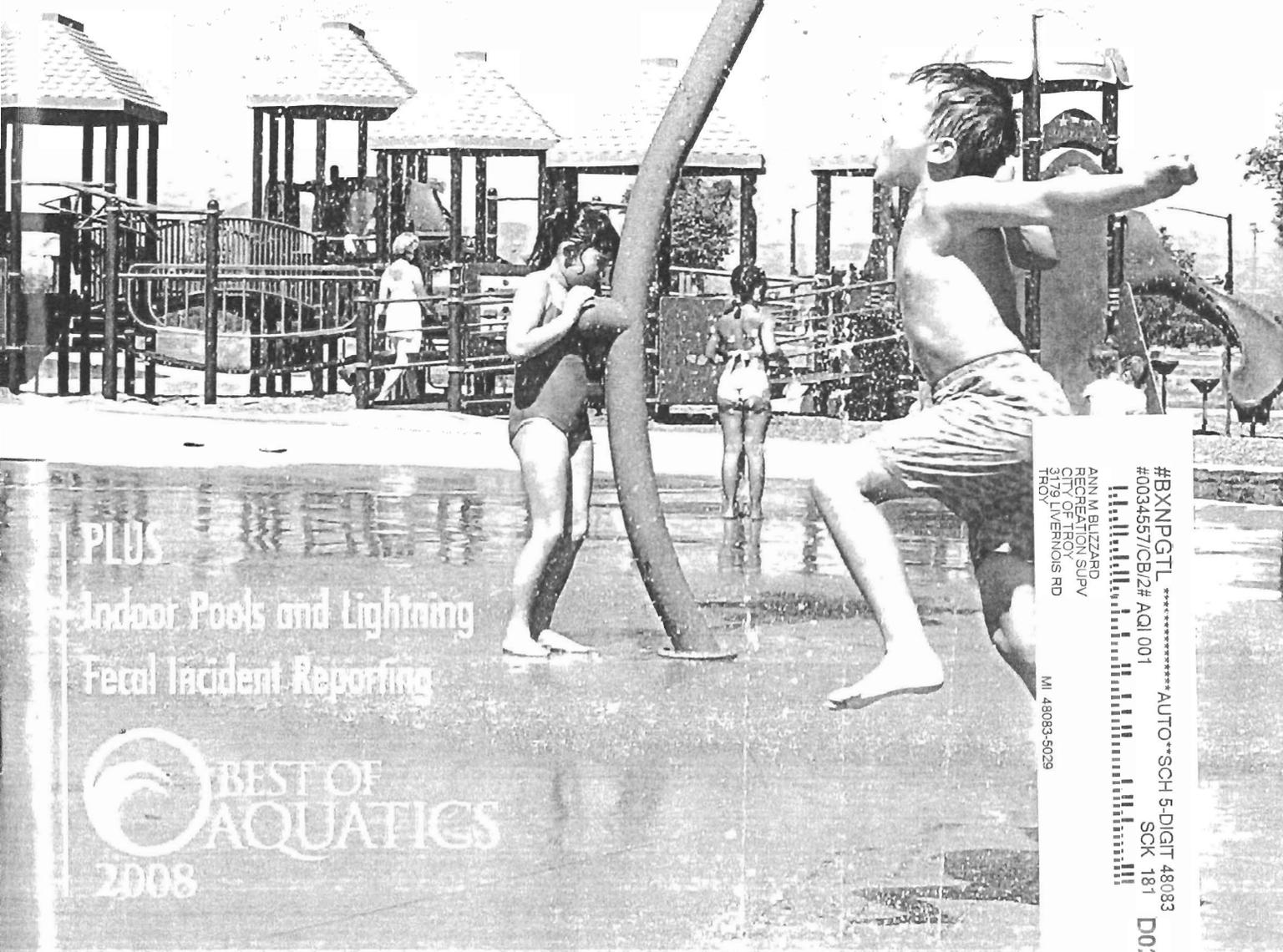
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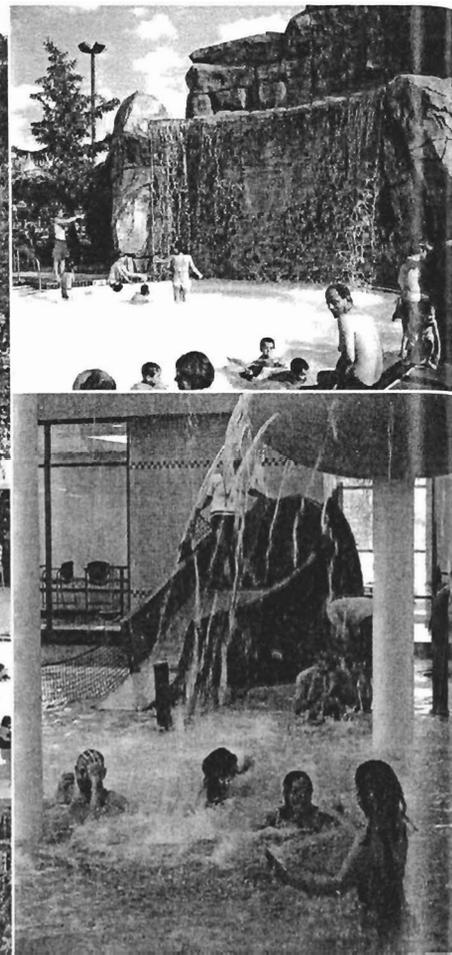


BEST OF
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2008

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HOY
MI 48083-5029



BEST OVERALL COMMITMENT TO AQUATICS CLASS 2 (between 50,000 and 499,999 population)

TROY FAMILY AQUATIC CENTER AND TROY COMMUNITY CENTER INDOOR POOL | TROY, MICH.

While troubled big-city neighbor Detroit struggles to keep its head above water, Troy, Mich., is content to dive in deep — literally. Named the Wolverine State’s “Sportstown” by *Sports Illustrated* in 2003, it is home to the Troy Family Aquatic Center, a visible commitment to physical activity and liquid leisure.

Troy’s sprawling aquatic center recently celebrated its 16th summer season, while the indoor pool and spa at the nearby Troy Community Center just blew out six candles. TFAC has invested so much energy and money into bulking up its fun features that the facility would fit just fine into Orlando or Las Vegas: Amenities include a tube slide; body slide; sand play area; sand volleyball space; spraypads; water tree; 20-foot-wide waterfall; concessions; and an 11,000-square-foot, heated main pool with a 130-foot, zero-depth edge.

But the future Michael Phelpses of the world need not worry; TFAC doesn’t disappoint. Six 25-yard swimming lanes are designated for those prepar-

JUDGE’S COMMENT

“*[This facility] demonstrates improvement over the years and solid growth.*”

ing for London 2012, or those who just want to keep in shape.

The year-round indoor aquatics facility at the TCC also has options for those who want to stay active: four lap lanes, a warm-water therapy pool and a leisure pool with several slides spilling

into it. And when it comes to programming, both venues offer an extensive array of swim lessons for preschoolers (seven different classes), older kids and teens, as well as lifeguarding instruction and private lessons.

It doesn’t come as a shock to hear that last year more than 56,000 Troy residents, nonresident employees and guests splashed around TFAC, which opened its doors on Memorial Day and provides work for 80 people. Venues such as TFAC and TCC go a long way toward making a city a great place for raising families, and it looks as if people outside Michigan have taken notice. Troy was honored this year as one of CNN Money’s “Best Places to Live.” — *Neal Broverman*

HIGHLIGHTS

FACILITIES

- TFAC: Beach-entry outdoor leisure pool with lap lanes; children’s spray pool; 177-foot-long water slide; 175-foot-long tube slide; dry-play area; sand volleyball courts; and outdoor picnic area
- TCC: Indoor leisure pool; therapy pool; and water playground equipment

PROGRAMMING

- Learn-to-swim classes
- Water aerobics
- Birthdays, party and private event rentals
- American Red Cross lifeguarding

Troy Facilities Awarded International Title for Best Overall Commitment to Aquatics

Troy, MI. The Troy Family Aquatic Center (TFAC) and the Troy Community Center (TCC) indoor pool have won international recognition from *Aquatics International Magazine* in their November/December *Best of Aquatics* issue available on-line at http://aquaticintl.com/2008/nov_dec/BOA_Slideshow/1a.html.

TFAC celebrated its 16th summer season this year and the indoor pool at the TCC its sixth year of operation. The facilities garnered attention in Class 2 of the international competition, competing against other facilities serving significantly larger communities in the 50,000 to 499,999 population category and being recognized as having the “Best Overall Commitment to Aquatics.” Approximately 82,000 people live in Troy.

“TFAC has invested so much energy ... into bulking up its fun features that the facility would fit just fine into Orlando or Las Vegas,” wrote Neal Broverman for the magazine. Broverman went on to commend the city’s “visible commitment to physical activity and liquid leisure.”

The facilities and programs at TFAC and the TCC are designed for fun and fitness and the Troy Parks and Recreation Department is committed to the health and well-being of its citizens — young and old — providing a wide variety of aquatic activities and programs.

“Swimming is a life-long skill and (we) recognize this skill can start at any age,” said Ann Blizzard, recreation supervisor. “Staff at both facilities have worked hard to ensure the entire community’s needs are met.”

The growth in the department’s swim lesson programs is evidence of their dedication and commitment to aquatics. The entire swim lesson program at both facilities was completely revamped prior to the opening of the indoor pool at the TCC and lesson plans are reviewed yearly and provided to all staff to ensure unity and consistency for programs at both pools. Swim instructors receive quarterly in-services for quality assurance. There are also senior and adaptive swim programs.

“The Troy Parks and Recreation Department’s aquatic facilities provide fun, recreation, social and health benefits and demonstrate the department’s commitment to enhancing the quality of life for our citizens,” said Blizzard.

As part of the rigorous and competitive award evaluation process, the facilities exceeded standards for excellence in the following areas: success in achieving their mission; ensuring the highest level of training for staff including lifeguards, water safety instructors and other employees; recruiting, training and utilizing volunteers; marketing and promotion of the facilities; community involvement; inclusion of all community members regardless of their physical ability; growth in attendance, programs and participation; major challenges met over a five year period and environmental efforts toward green technology.

“We are honored to be recognized with the award for best overall commitment to aquatics,” said Carol Anderson, director of Parks and Recreation. Anderson attributes the aquatics staff and the support of the city council and administration, along with the involvement of residents for Troy’s thriving aquatics program.

The city of Troy was also recently acknowledged by CNNMoney.com as one of the top 100 cities to live in the country.

“Venues such as TFAC and TCC go a long way toward making a city a great place for raising families,” said Broverman.



CITY COUNCIL REPORT

December 8, 2008

TO: Mayor and City Council

FROM: Phillip L. Nelson, City Manager
John M. Lamerato, Assistant City Manager/Finance & Administration

SUBJECT: Submittal of the 2008 Comprehensive Annual Financial Report (CAFR)

We are pleased to present the Comprehensive Annual Financial Report (CAFR) prepared by City staff and reviewed by the City's auditors, the Rehmann Robson Group, for the period ending June 30, 2008.

Hard copies of the CAFR are attached to your agenda materials, and are available for public viewing at the City Clerk's Office, the Library and on the City's web site.

If you have any questions about the information contained within this document, please contact us.

Hard copies of the CAFR will be delivered and available for public viewing on December 12, 2008.