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PLANNING COMMISSION MEETING AGENDA REGULAR MEETING

David Lambert, Chairman, Marianna Perakis, Vice Chairman
Toby Buechner, Carlton Faison, Tyler Fox, Michael W. Hutson, Tom Krent,
Lakshmi Malalahalli and John J. Tagle

October 24, 2023

7:00 P.M.

Council Chambers

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF MINUTES – September 26, 2023
4. PUBLIC COMMENT – For Items Not on the Agenda

CONDITIONAL REZONING AND SPECIAL USE APPROVAL

5. PUBLIC HEARING – CONDITIONAL REZONING AND SPECIAL USE APPROVAL - (CR JPLN2023-001) – Proposed Jax Kar Wash, North side of Big Beaver, East of Rochester (PIN 88-20-23-401-036), Section 23, From O (Office) to IB (Integrated Industrial & Business) District.

OTHER ITEMS

6. PUBLIC COMMENT – For Items on the Agenda
7. PLANNING COMMISSION COMMENT
8. ADJOURN

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling (248) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations

Televised Live, Government Channel WTRY (10 WideOpenWest and 17 Comcast) Replayed Wednesdays 3:00 pm, 6:00 pm and 11:00 pm

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:01 p.m. on September 26, 2023, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight’s meeting.

1. ROLL CALL

Present:

- Toby Buechner
- Carlton M. Faison
- Tyler Fox
- Michael W. Hutson
- Tom Krent
- David Lambert
- Lakshmi Malalahalli
- Marianna Perakis
- John J. Tagle

Also Present:

- Ben Carlisle, Carlisle Wortman & Associates
- R. Brent Savidant, Community Development Director
- Julie Quinlan Dufrane, Assistant City Attorney
- Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2023-09-055

Moved by: Fox
Support by: Malalahalli

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – September 12, 2023

Resolution # PC-2023-09-056

Moved by: Buechner
Support by: Perakis

RESOLVED, To approve the minutes of the September 12, 2023 Regular meeting as submitted.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

SPECIAL USE APPROVAL

5. PUBLIC HEARING – SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN REVIEW (SU JPLN2023-0019) – Proposed Clean Express Car Wash, West side of John R, North of Fourteen Mile (PIN 88-20-35-401-001), Section 35, Zoned GB (General Business) District

Mr. Carlisle reviewed the Clean Express Car Wash Special Use and Preliminary Site Plan application. He addressed the car wash location at the Oakland Mall, site circulation, proposed landscaping, architectural features, building size and number of vacuums. He reported the application is permitted as a Special Use in the GB zoning district and that it meets parking requirements. Mr. Carlisle noted the rendering provided in the agenda packet is not site specific but a general rendering of the proposed development.

In summary, Mr. Carlisle asked the Board to consider any public testimony during the Public Hearing and to consider in its deliberations site circulation, especially around the location of the parking lot entrance, building materials and color scheme, and if the plan meets the Special Use and Site Plan Review Design Standards as set forth in Sections 9.02.D and 8.06, respectively. Mr. Carlisle stated any approval of the application should be conditioned on site plan items identified in his report dated September 20, 2023.

Mr. Savidant announced the applicant provided a site-specific rendering after preparation of the Planning Consultant report. He said the rendering was emailed to Board members prior to tonight's meeting and is available to view on the Board's laptop and on the presentation screen. Mr. Savidant said a traffic study has been provided by the applicant but due to time constraints not yet reviewed by the City Traffic Engineer OHM.

Jacob Rilett of Mannik Smith Group, Consultant Dennis Miller and Oakland Mall owner Mario Kiezi were present.

Mr. Rilett provided a brief description of the modernized express car wash that has ninety locations throughout the Midwest. He highlighted its quick service, advanced water features and conservation and subscription membership. Mr. Rilett addressed stormwater management in relation to the overall mall property and topography.

A revised site plan was circulated among Board members that addressed site plan issues identified in the Planning Consultant report.

There was discussion, some comments related to:

- Ownership of the Oakland Mall property.
- Stormwater management in relation to the existing topography and mall property.
- Conservation of water usage.

- Construction of sidewalk connections per Engineering review.
- Relocation of dumpster.
- Bicycle parking.
- Landscaping; additional parking lot trees.
- Number of vacuums.
- Site circulation, as relates to entry and exit and Oakland Mall traffic.
- Stacking of vehicles.
- Employee parking.
- Relationship of application to Master Plan.
- Future development of mall property.

Mr. Miller said the car wash would be ready to facilitate high volumes during weekends and adverse weather conditions and signage would be provided to direct traffic. He addressed the in-and-out quick express service, selection of services and price range of membership. Mr. Miller said the facility would be community focused, offering fundraisers.

Mr. Kiezi gave a brief history of the Oakland Mall, its anchor stores and recently acquired stores. He said a Master Plan is in process to develop the entire mall property to incorporate mixed uses and change the overall view of the property. Mr. Kiezi addressed the mall’s advantageous location to the I-75 frontage and surrounding communities. He addressed ownership of the mall property, marketability of the site, ongoing site improvements and focus on acquiring quality tenants.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

There was a brief discussion on the revised site plan circulated by the applicant that addressed site items identified in the Planning Consultant report.

Mr. Savidant and Ms. Dufrane emphasized the importance of OHM reviewing the traffic study prior to consideration of site plan approval.

Resolution # PC-2023-09-057

Moved by: Buechner

Seconded by: Fox

RESOLVED, To postpone action on Special Use Approval and Preliminary Site Plan Approval to allow review of the traffic study by the City Traffic Engineer.

Yes: All present (9)

MOTION CARRIED

PRELIMINARY SITE PLAN APPROVAL

- 6. PRELIMINARY SITE PLAN APPROVAL (SP JPLN2023-0028) – Proposed John R Commons Townhome Development, West side of John R, north of Big Beaver (PIN 88-20-23-476-017), Section 23, Zoned MF (Multi-Family Residential) Zoning District

The applicant was not present. Mr. Savidant confirmed the applicant was notified via email that the item was on this evening’s agenda.

Resolution # PC-2023-10-058

Moved by: Fox
Seconded by: Malalahalli

RESOLVED, To postpone Preliminary Site Plan Approval for the proposed John R Commons Townhome Development.

Yes: All present (9)

MOTION CARRIED

OTHER ITEMS

- 7. PUBLIC COMMENT – For Items on the Agenda

There was no one present who wished to speak.

- 8. PLANNING COMMISSION COMMENT

There were general Planning Commission comments, some related to:

- Bicycle parking requirement.
- Demolition of former K-Mart Headquarters.
- Various on-going development projects.

- 9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:20 p.m.

Respectfully submitted,

David Lambert, Chair

Kathy L. Czarnecki, Recording Secretary

DATE: October 18, 2023

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING – CONDITIONAL REZONING AND SPECIAL USE APPROVAL - (CR JPLN2023-001) – Proposed Jax Kar Wash, North side of Big Beaver, East of Rochester (PIN 88-20-23-401-036), Section 23, From O (Office) to IB (Integrated Industrial & Business) District.

The applicant Jax Kar Wash seeks a conditional rezoning of the subject parcel from O (Office) to IB (Integrated Industrial & Business). The subject site is 3.38 acres in area. The applicant proposes an automatic car wash on the site.

The northern 125 feet of the property (approximately 0.77 acres) is zoned P (Vehicular Parking) district. The remaining southerly 2.61 acres is zoned O (Office) district. The applicant requests (per the application) to rezone only the portion of the property zoned O (Office) district. The legal description included in the Conditional Rezoning Agreement should be amended accordingly.

The applicant is voluntarily offering the following conditions:

1. Unless otherwise approved by the City, the use of the Property shall be limited to an automatic carwash.
2. The Property shall only be developed in accordance with the Site Plans.
3. Developer shall preserve the existing green space on the north side of the Property, being a minimum of 167 feet, as shown on the Site Plan as "Preserved Area" in its existing natural state and shall not use the Preserved Area for any purpose in connection with the automatic carwash use of the Property.

The Planning Commission is a recommending body for this application.

The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the project. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire. City Management supports the findings of fact contained in the report and the recommendations included therein.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Preliminary Site Plan Packet with supporting documents.
4. Public comment.

G:\CONDITIONAL REZONING\JPCR2023-001 BMW KAR WASH INC DBA JAX KAR WASH\PC Memo 10 24 2023.docx

**PC 2022.10.24
Agenda Item #5**

POTENTIAL RESOLUTION RECOMMENDING APPROVAL

PUBLIC HEARING – CONDITIONAL REZONING AND SPECIAL USE APPROVAL - (CR JPLN2023-001) – Proposed Jax Kar Wash, North side of Big Beaver, East of Rochester (PIN 88-20-23-401-036), Section 23, From O (Office) to IB (Integrated Industrial & Business) District.

Resolution # PC-2023-10-

Moved by:

Seconded by:

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O to IB conditional rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the north side of Big Beaver, east of Rochester, within Section 23, being approximately 3.38 acres in size, be **GRANTED** for the following reasons:

1. The Conditional Zoning request meets the following standards:
 - a. The request complies with the Master Plan.
 - b. The rezoning would permit greater flexibility in use and development of the property.
 - c. The conditions offered by the applicant reasonably protect the adjacent properties.
 - d. The rezoning would be compatible with surrounding zoning and land use.
 - e. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission hereby recommends to the City Council that the Special Use request for the automatic car wash, be **GRANTED** for the following reasons:

1. The Special Use request meets the following standards:
 - a. The proposed Special Use is compatible with adjacent uses.
 - b. The proposed Special Use is compatible with the Master Plan.
 - c. The proposed Special Use minimizes the effect of traffic including circulation and parking design.
 - d. The proposed Special Use is adequately served by public facilities and services.
 - e. The proposed Special Use complies with Zoning Ordinance standards.
 - f. The proposed Special Use does not unreasonably impact the quality of natural features and the environment.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the following site plan design considerations:

1. Provide conditional rezoning agreement prior to City Council consideration.

2. Provide amended legal description to accurately reflect the property zoned O Office.

Yes:

No:

MOTION PASSES/FAILS

POTENTIAL RESOLUTION RECOMMENDING DENIAL

PUBLIC HEARING – CONDITIONAL REZONING AND SPECIAL USE APPROVAL - (CR JPLN2023-001) – Proposed Jax Kar Wash, North side of Big Beaver, East of Rochester (PIN 88-20-23-401-036), Section 23, From O (Office) to IB (Integrated Industrial & Business) District.

Resolution # PC-2023-10-

Moved by:

Seconded by:

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O to IB conditional rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the north side of Big Beaver, east of Rochester, within Section 23, being approximately 3.38 acres in size, be **DENIED** for the following reasons:

1. The Conditional Rezoning request does not comply with the Master Plan.
2. The conditions offered by the applicant do not reasonably protect the adjacent properties.
3. The Conditional Rezoning would be incompatible with surrounding zoning and land use.
4. The Special Use request does not meet the standards of Section 9.03, specifically the following standard(s): _____.

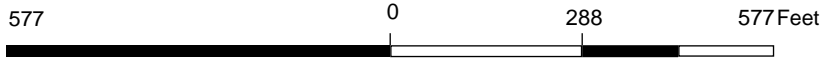
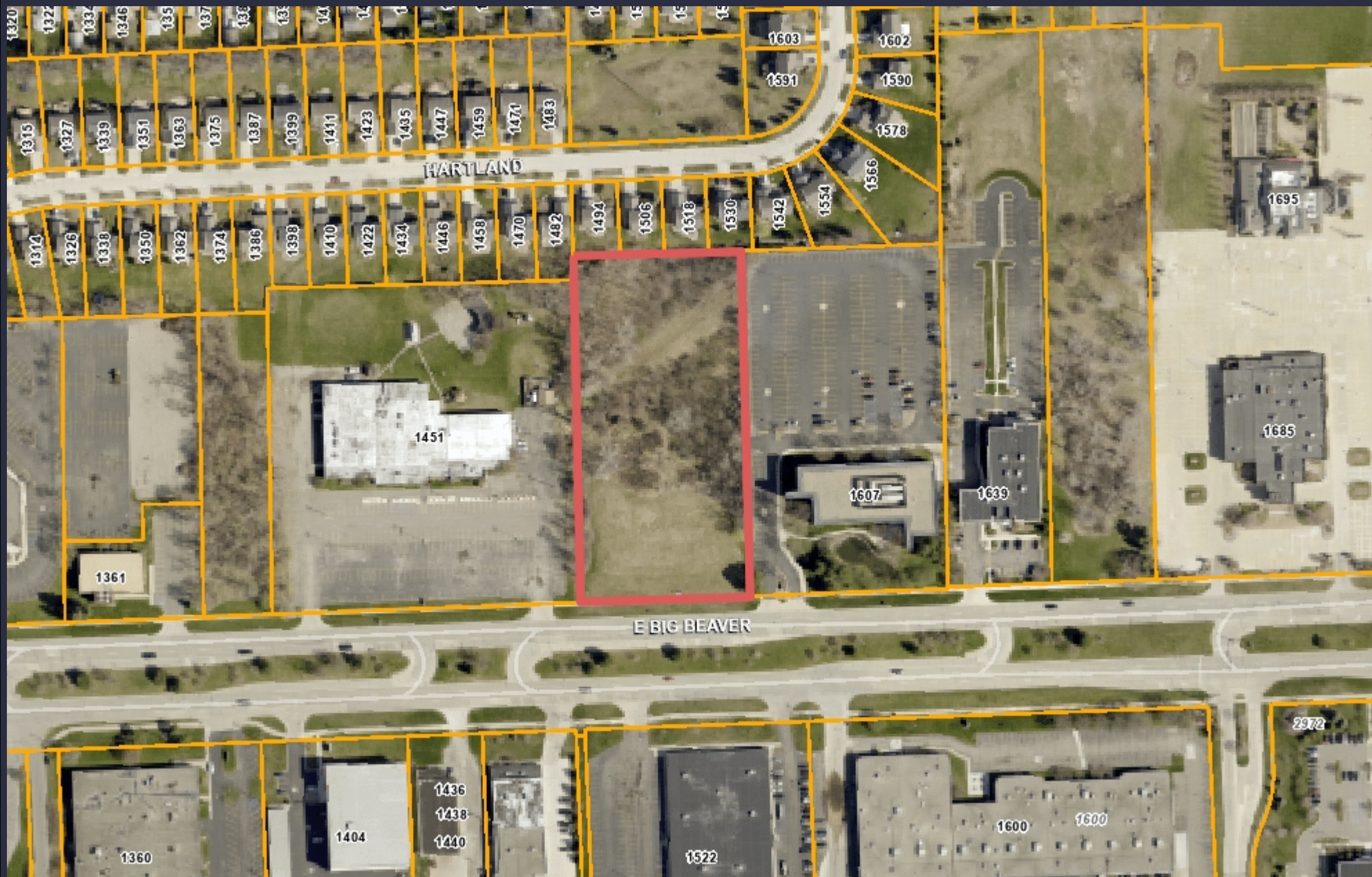
Yes:

No:

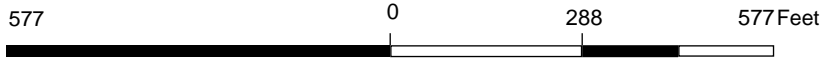
MOTION PASSES/FAILS



GIS Online



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.



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Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: October 9, 2023

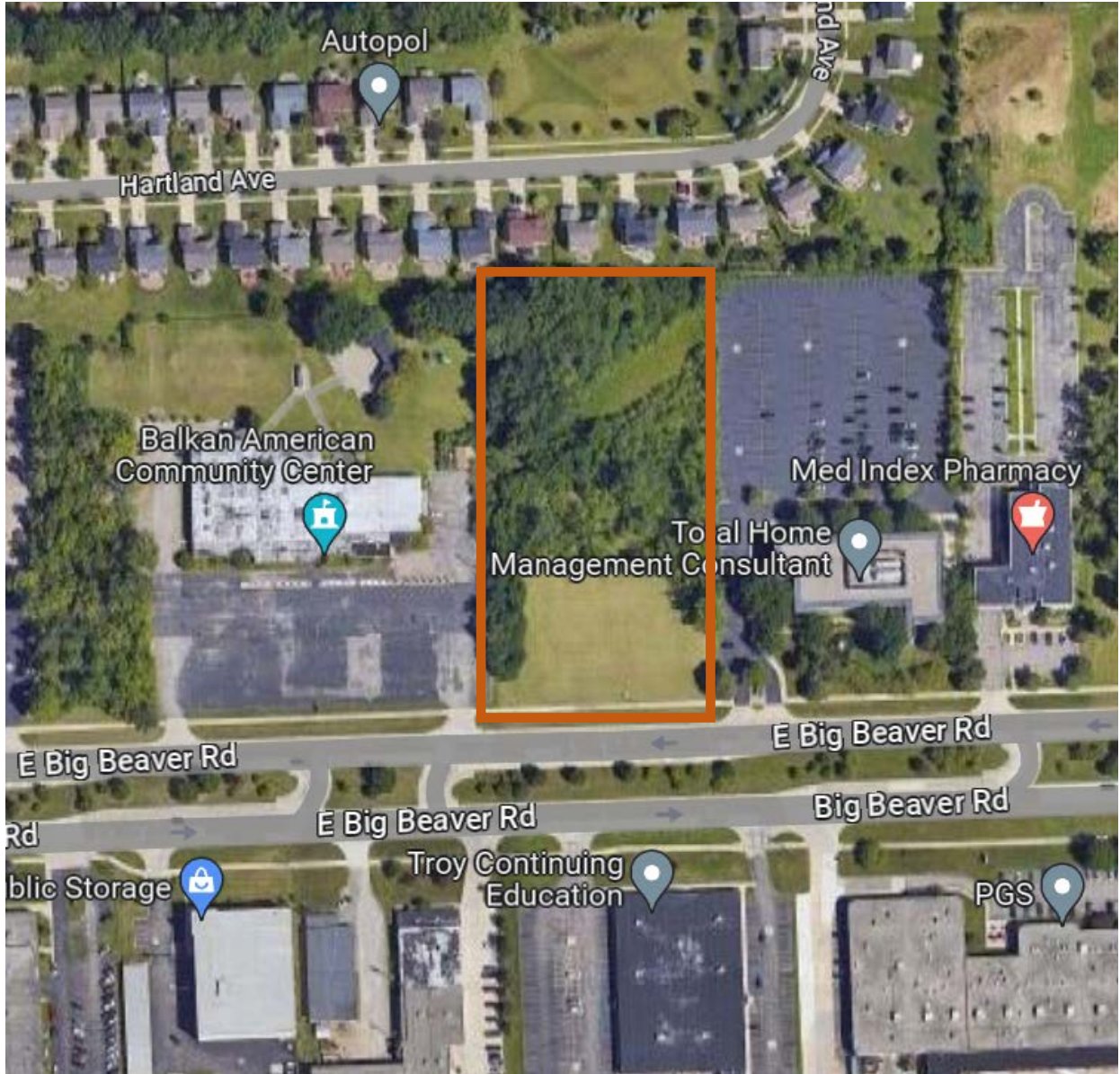
Rezoning Analysis, Special Use and Preliminary Site Plan For City of Troy, Michigan

Applicant:	Cunningham Limp Company
Project Name:	Jax Car Wash Big Beaver
Location:	North side of E. Big Beaver Rd between Rochester Road and John R Road
Zoning:	Currently zoned O, Office and P, Vehicular Parking Proposed rezoning to IB – Integrated Industrial and Business
Action Requested:	Conditional Rezoning to IB, Integrated Industrial and Business District, Special Use Approval and Preliminary Site Plan Review

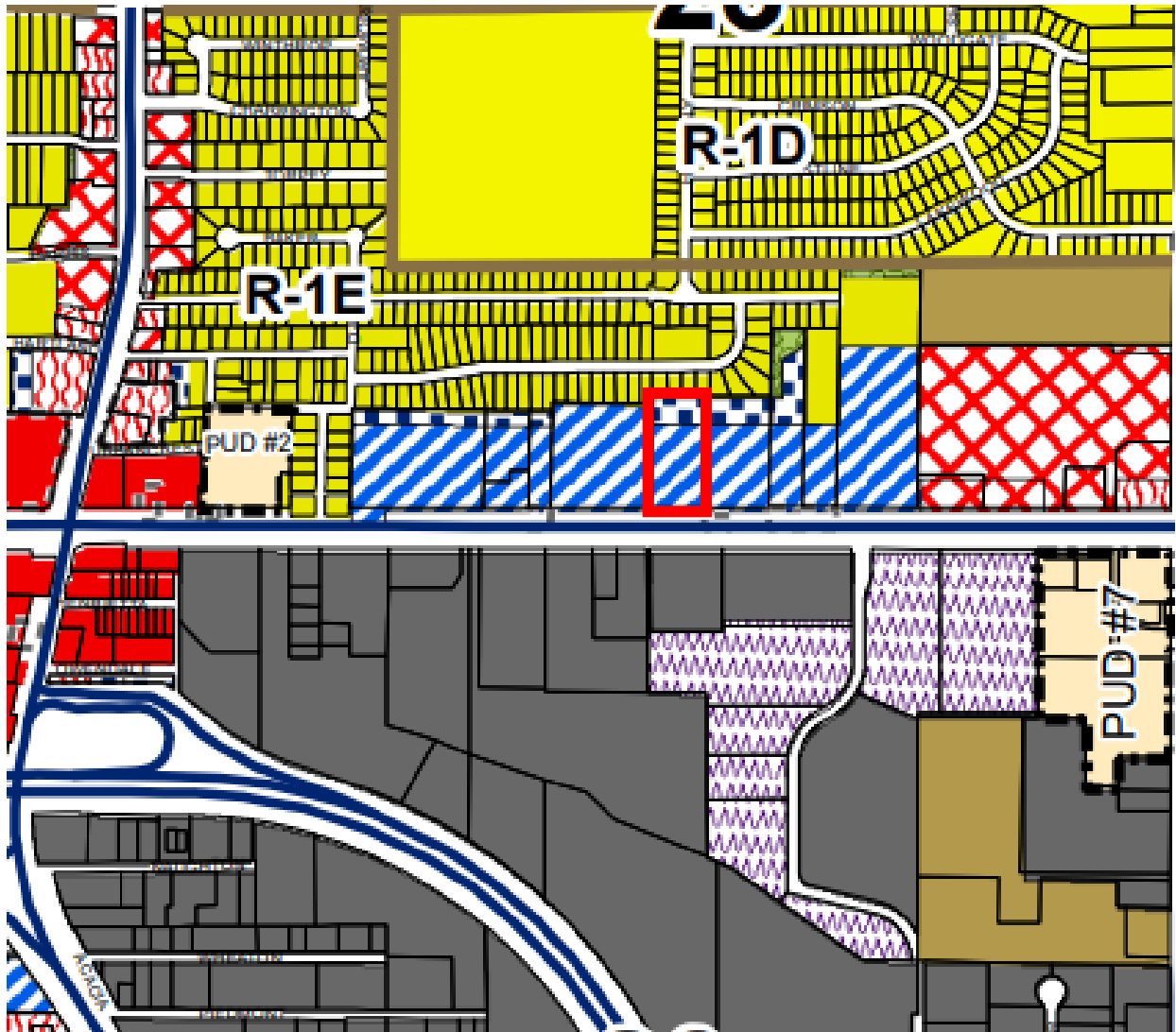
SITE/PROJECT DESCRIPTION/CURRENT USE

A Conditional Rezoning has been proposed for a 3.4-acre site to construct a Jax Car Wash. The site is located on the north side of E. Big Beaver Road east of Rochester Road and west of John R. Road. The current zoning is O - Office (approx. 3 acres) and P – Vehicular Parking (approx. 0.4 acres). O, Office zoning abuts E. Big Beaver Road to the south, and P, P, Parking zoning abuts the Office zoning to the south and terminates at the northern property line. The applicant is proposing a rezoning to IB-Integrated Industrial and Business for the entire site to accommodate the use of a commercial full-service car wash.

The site is undeveloped and bisected in the north by a pipeline. As part of the conditional rezoning the applicant proposes to construct a 7,000 sq/ft car wash with 22 vacuum stations. Vehicle washes are a special use in the IB district.



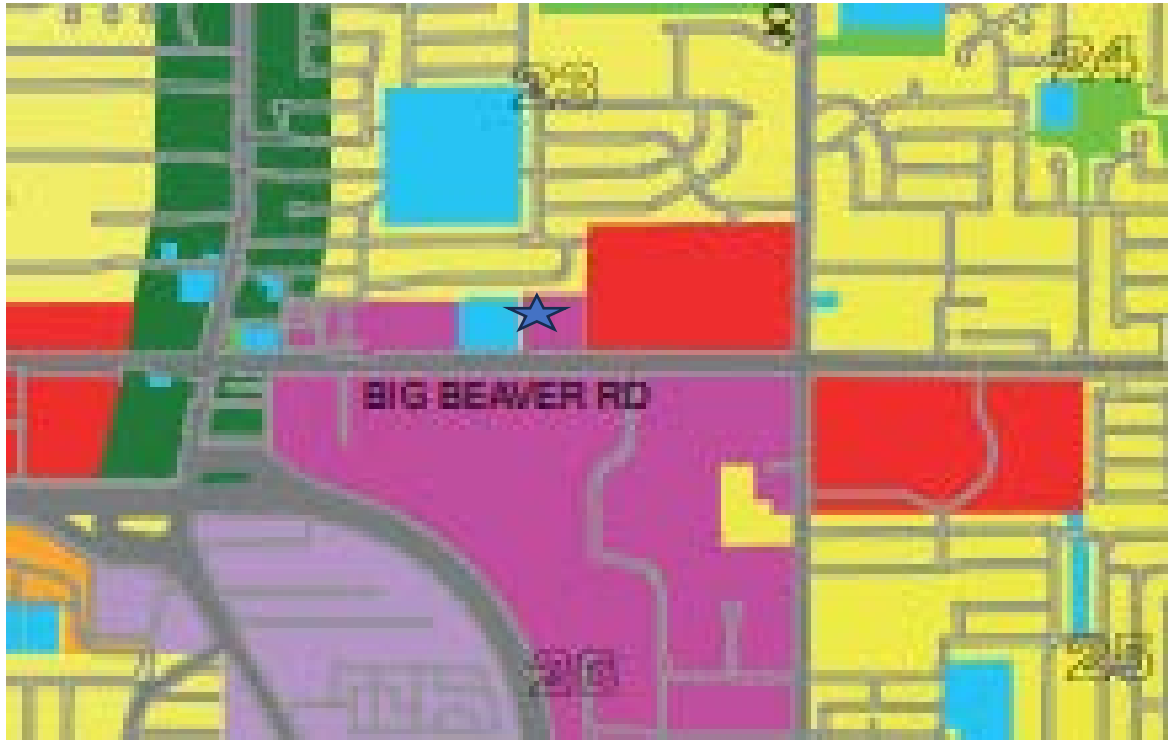
CURRENT ZONING




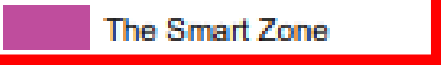













The site is currently zoned O, Office on the front adjacent to Big Beaver, and P, Parking adjacent to the single-family neighborhood to the north. P, Parking district is a legacy district that was intended to provide a buffer between more intense uses and less intense abutting residential district.

Direction	Zoning	Use
North	R1-E	Single Family Residential
South	IB, Integrated Industrial and Business District	Light manufacturing and assembly
East	O, Office	Medical Office
West	O, Office	Balkan American Community Center

MASTER PLAN



Future Land Use

- | | |
|---|---|
|  Single Family Residential |  The Smart Zone |
|  High Density Residential |  Automall |
|  Neighborhood Nodes |  The Transit Center |
|  South John R. Road |  21st Century Industrial |
|  Big Beaver Road |  Public and Quasi-Public |
|  Rochester Road |  Recreation and Open Space |
|  Maple Road |  15 Section Number |
|  Northfield | |

The site is future master planned as Smart Zone. The Smart Zone is intended to serve as a district with a special focus on high-technology uses that complement one another. The Smart Zone was strongly emphasized in the Big Beaver Corridor Study and is the only proposed district within the Study to be called out specifically as a Future Land Use category in the Master Plan. The Study calls this location a “paragon of innovation” and prescribes a combination of “signature” light industrial, research and development, and office uses. The Smart Zone recognizes the regionally prominent location for technologically advanced companies

The Study envisions the Smart Zone as a unique area dominated by high-technology uses which are at the cutting edge of innovation. Furthermore, much of this area is occupied by vacant or underutilized office and industrial facilities that could be readily redeveloped into Knowledge Economy uses or into uses that work in direct support of those uses.

Planning Commission should consider if the proposed rezoning to IB, Integrated Industrial and Business District for the intent to construct a car wash is consistent with the Smart Zone designation in the Master Plan.

REZONING CONDITIONS

The following conditions have been voluntarily offered by the applicant:

1. Unless otherwise approved by the City, the use of the Property shall be limited to an automatic carwash.
2. The Property shall only be developed in accordance with the Site Plans.
3. Developer shall preserve the existing green space on the north side of the Property, being a minimum of 167 feet, as shown on the Site Plan as "Preserved Area" in its existing natural state and shall not use the Preserved Area for any purpose in connection with the automatic carwash use of the Property.

If the Conditional Rezoning is recommended for approval by the Planning Commission, a Conditional Rezoning agreement will be drafted between the applicant and the City Attorney’s office prior to consideration by the City Council.

REZONING STANDARDS

According to Rezoning Procedures in Section 16.04C, a conditional rezoning may only be approved upon a finding and determination that all of the following are satisfied:

- a. The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.

- b. The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:
 - 1. A change in City policy since the Master Plan was adopted.
 - 2. A change in conditions since the Master Plan was adopted.
 - 3. An error in the Master Plan.
- c. The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.
- d. Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.
- e. The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.

Planning Commission to consider if the proposed conditional rezoning meets the standards set forth in section 16.04.C, specifically if the proposal meets the Master Plan.

NATURAL FEATURES

Topography: A topographic survey has been provided on sheet C-1.0. The site is relatively flat with approximately equal elevations across the site.

Wetlands: There are no wetlands present on the site.

Floodplain: The site is not located in a floodplain.

Woodlands: A tree inventory and replacement plan has been provided on Sheet T.1.0. The applicant surveyed a total of one hundred and ninety-four (194) trees on site. The site includes numerous invasive trees including silver maples, box elder, black locust, weeping willow, American elm, green ash, black willow and cottonwood. Of the total onsite trees, one hundred twenty-four (124) will be saved including thirty-three (33) woodland trees, one (1) landmark tree and one hundred sixty (160) invasive trees.

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	0 inches	0 inches
Woodland	84 inches	42 inches
Protected Tree	Inches Preserved	Credit

Landmark	17 inches	34 inches
Woodland	268 inches	536 inches
Protected Replacement Required	42 Inches	
Preservation Credit	570 Inches	
Total	0 inches of replacement required	
Total Tree Mitigation	0 inches of replacement required per the proposed tree preservation plan.	

Items to be addressed: none

SITE ARRANGEMENT

The applicant is proposing to construct a 7,000 sq/ft car wash with three (3) drive up pay stations and twenty-two (22) self-serve vacuum spaces. The site will be accessed from the westbound lanes of E. Big Beaver via a one lane entry to the east and one way exit to the west. There is additional access proposed from the adjacent property to the east which is an existing office building. The rear of the site will remain undeveloped in the form of preserved woodlands.

The nearest residential lot is approximately 250 feet from the closet vacuum and/or mechanical units. The applicant should confirm if there is any noise from the use that may impact nearby residential.

Items to be addressed: Confirm potential noise impact due to vacuums or car wash mechanical units.

AREA, WIDTH, HEIGHT, SETBACKS

Section 4.15 establishes the dimensional requirements for IB-Integrated Industrial and Business District. The requirements of IB Zoning District and the proposed dimensions are shown in the following table.

	Required	Provided	Compliance
Front (E. Big Beaver / South)	30-feet	142-feet	Complies
Side (East)	10-feet /20-feet combined	78-feet	Complies
Side (West)	10-feet /20-feet combined	152-feet	Complies
Rear (North)	20-feet	253-feet	Complies

Building Height	4-stories, 50 feet in height.	1-story, approx. 23 feet in height	Complies, but height dimensions not shown on elevations
Lot Coverage (Building)	40%	4.74%	Complies

Items to be addressed: *Include dimensions on elevations*

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided
Commercial / Vehicle Wash	2 spaces, plus 1 space per 1 employee on the largest typical shift. 8 employees plus 2 spaces = 10	10 general / employee parking spaces 22 self-serve vacuum parking spaces
Stacking	Plus 12 stacking spaces per bay for a semi- or fully-automatic wash = 12 stacking spaces	36 stacking spaces
Total	10 spaces plus 12 stacking spaces	10 general parking spaces, 22 vacuum spaces, and 36 stacking spaces

Overall, we find the site to be overparked with regards to ordinance requirements for stacking spaces and the applicant should confirm the need for number of vacuum spaces.

Items to be Addressed: *The applicant should remove/reduce the amount of stacking spaces and confirm number of vacuum spaces.*

SITE ACCESS AND CIRCULATION

The site will be accessed from the westbound lanes of E. Big Beaver via a one lane entry to the east and one way exit to the west. There is additional access proposed from the adjacent property to the east which is an existing office building. Traffic is directed to a stacking lane or left-hand turn upon entering the site.

Some confusion may be generated by customers entering the site to utilize the vacuum stations to which once completed, must exit the site via the west egress even if the desire is to enter the car wash stacking lane.

Items to be addressed: *Applicant should explain rational behind layout.*

LANDSCAPING

A landscaping plan has been provided on Sheet L-1.0. The following table discusses the development’s compliance with the landscape requirements set forth in Section 13.02.

	Required:	Provided:	Compliance:
Greenbelt Planting			
E. Big Beaver: 1 tree every 30 feet.	268 / 30 = 9	9 trees	Complies
Property Lines:			
<u>North (Residential):</u> Required one (1) large evergreen tree per ten (10) lineal feet, one (1) narrow evergreen tree per five (5) lineal feet or wall.	268 / 10 = 27 trees	41 existing trees + 6 new evergreen trees along north side of drive through.	Likely – There is sufficient existing vegetation throughout the rear portion of the lot however most trees are deciduous thus providing little screening during winter months.
<u>East (Office)</u> Required one (1) large evergreen tree per ten (10) lineal feet, one (1) narrow evergreen tree per five (5) lineal feet or wall.	550 / 10 = 55 trees	7 existing trees + 3 new trees	East side does not comply
<u>West (Office)</u> Required one (1) large evergreen tree per ten (10) lineal feet, one (1) narrow evergreen tree per five (5) lineal feet or wall.	550 / 10 = 55 trees	23 existing trees + 2 new trees	West side does not comply
Parking Lot			
Minimum of one (1) tree per eight (8) parking spaces	50 / 8 = 7 trees	9 new trees	Complies with number however, there are no internal parking lot landscaping.
Overall			
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material. Up to twenty-five percent (25%) of the required landscape area may be brick, stone, pavers, or other public plaza elements, but shall not include any parking area or required sidewalks.	20%	Over 20%	Complies

Items to be Addressed: 1). East and west property line screening should be brought into compliance via Table 13.02-B. Rezoning will differentiate uses between properties and require screening; and 2). Planning Commission to consider allowing landscaping outside of the parking area.

PHOTOMETRICS

Photometric plan was provided on Sheet SL-1.0. The applicant is proposing twelve (12) parking lot lights. The fixture and photometrics meets all requirements for the IB district.

Items to be Addressed: None

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations have been provided. The applicant is proposing brick veneer and split face block for the foundation. The applicant has provided a rendering showing color and architectural details. However, we note that elevations are mislabeled.

We note that the applicant did give a 3-D rendering but it does not show the site in context to Big Beaver or adjacent uses.

Items to be Addressed: (1) Elevations should show building dimensions per Section 8.05-A.12. (2) Provide a 3-D rendering of the building in context in context of Big Beaver and adjacent uses.

SPECIAL USE STANDARDS

For any special use, according to Section 9.02.D, the Planning Commission shall “...review the request, supplementary materials either in support or opposition thereto, as well as the Planning Department’s report, at a Public Hearing established for that purpose, and shall either grant or deny the request, take action on the request, or grant the request subject to specific conditions.”

Section 9.03 states that before approving any requests for Special Use Approval, the Planning Commission shall consider:

1. Compatibility with Adjacent Uses.
2. Compatibility with the Master Plan.
3. Traffic Impact.
4. Impact on Public Services.
5. Compliance with Zoning Ordinance Standards.
6. Impact on the Overall Environment.
7. Special Use Approval Specific Requirements.

SITE PLAN STANDARDS

The Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 8.06 outlines Site Plan Review Design Standards.

1. Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.
 - a. Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.
 - b. Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.
 - c. Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.
2. Development shall incorporate the recognized best architectural building design practices.
 - a. Foster a lasting impact on the community through the provision of high quality design, construction, and detailing.
 - b. Provide high quality, durable materials, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.
 - c. Develop buildings with creativity that includes balanced compositions and forms.
 - d. Design roofs that are appropriate to the architectural style of the building and create an appropriate visual exterior mass of the building given the context of the site.
 - e. For commercial buildings, incorporate clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, ground plane elements, and/or landscape planters.
 - f. Include community amenities that add value to the development such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public.
3. Enhance the character, environment and safety for pedestrians and motorists.
 - a. Provide elements that define the street and the pedestrian realm.
 - b. Create a connection between the public right of way and ground floor activities.
 - c. Create a safe environment by employing design features to reduce vehicular and pedestrian conflict, while not sacrificing design excellence.
 - d. Enhance the pedestrian realm by framing the sidewalk area with trees, awnings, and other features.
 - e. Improve safety for pedestrians through site design measures.

SUMMARY

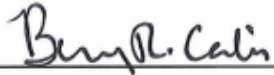
The Planning Commission is asked to hold a public hearing and consider public testimony. As part of the deliberations, the Planning Commission should:

1. Consider if the plan meets the rezoning standards
2. Consider if the plan meets special use standards
3. Consider if the plan meets design standards
4. Confirm potential noise impact due to vacuums or car wash mechanical units.
5. Discuss need for number of vacuum units
6. Discuss rationale behind layout

If the Planning Commission recommends approval of the conditional rezoning, the following site plan items should be addressed by the applicant:

- 1.) Include dimensions on elevations
- 2.) East and west property line screening should be brought into compliance via Table 13.02-B. Rezoning will differentiate uses between properties and require screening
- 3.) Planning Commission to consider allowing landscaping outside of the parking area.
- 4.) Provide a 3-D rendering of the building in context in context of Big Beaver and adjacent uses.

Sincerely,

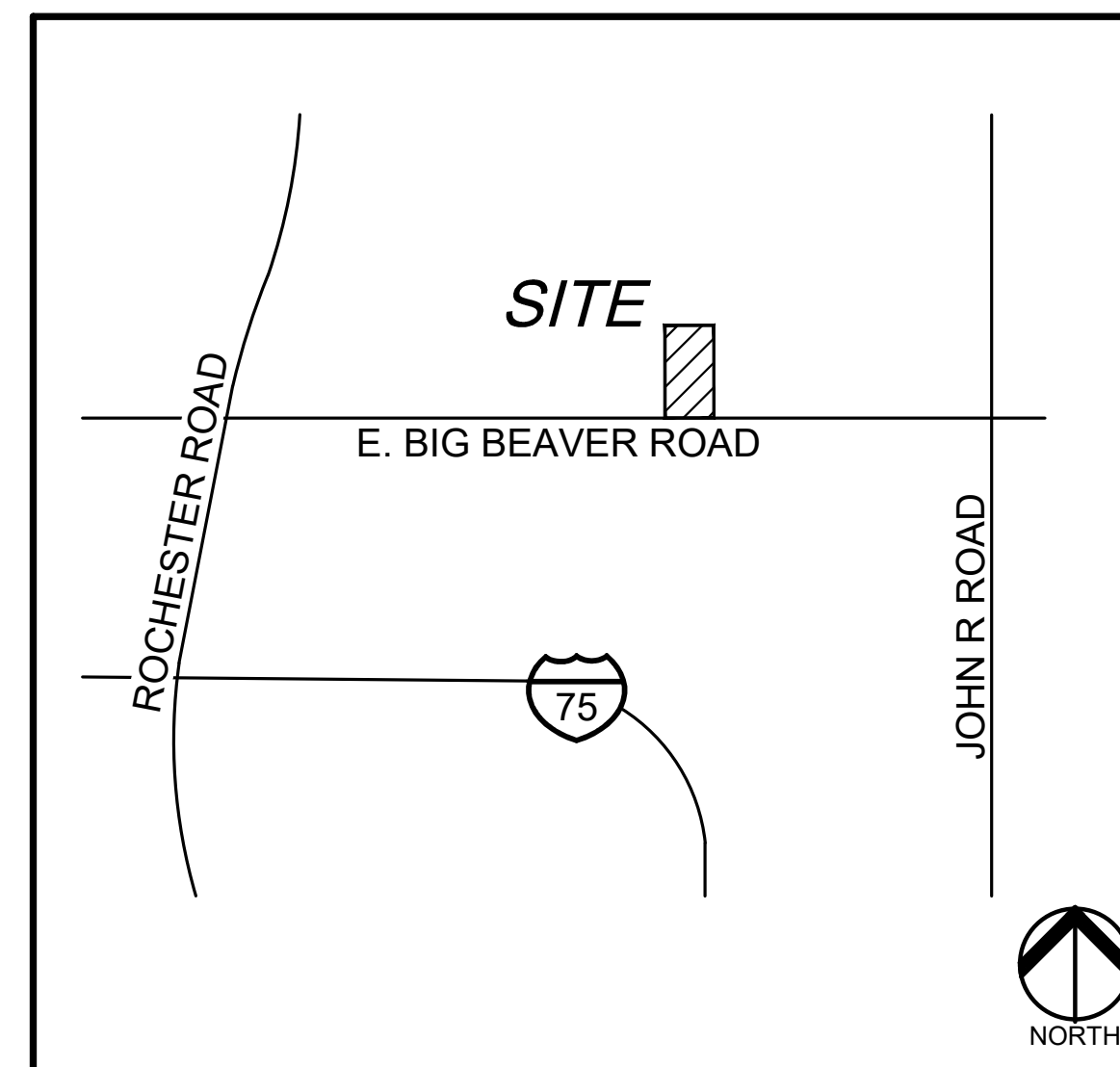


CARLISLE/WORTMAN ASSOC., INC.
Benjamin R. Carlisle, LEED AP, AICP

PRELIMINARY SITE PLAN
JAX CAR WASH
 BIG BEAVER ROAD
 TROY, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY			
AGENCY	DATE SUBMITTED	DATE APPROVED	PERMIT NUMBER
CONDITIONAL REZONING/SPECIAL USE	7/13/2023		



LOCATION MAP
NO SCALE

INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
C-1.0	TOPOGRAPHIC SURVEY
C-3.0	SITE PLAN
C-4.0	GRADING PLAN
C-6.0	UTILITY PLAN
C-9.0	NOTES AND DETAILS
C-9.1	DETAILS
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
T-1.0	TREE SURVEY
SL-1.0	PHOTOMETRIC PLAN
PE-2	ELEVATIONS
PFP-2	PRELIMINARY OVERALL FLOOR PLAN
	COLOR RENDERING - OVERVIEW
	COLOR RENDERING - VIEW 1

DESIGN TEAM

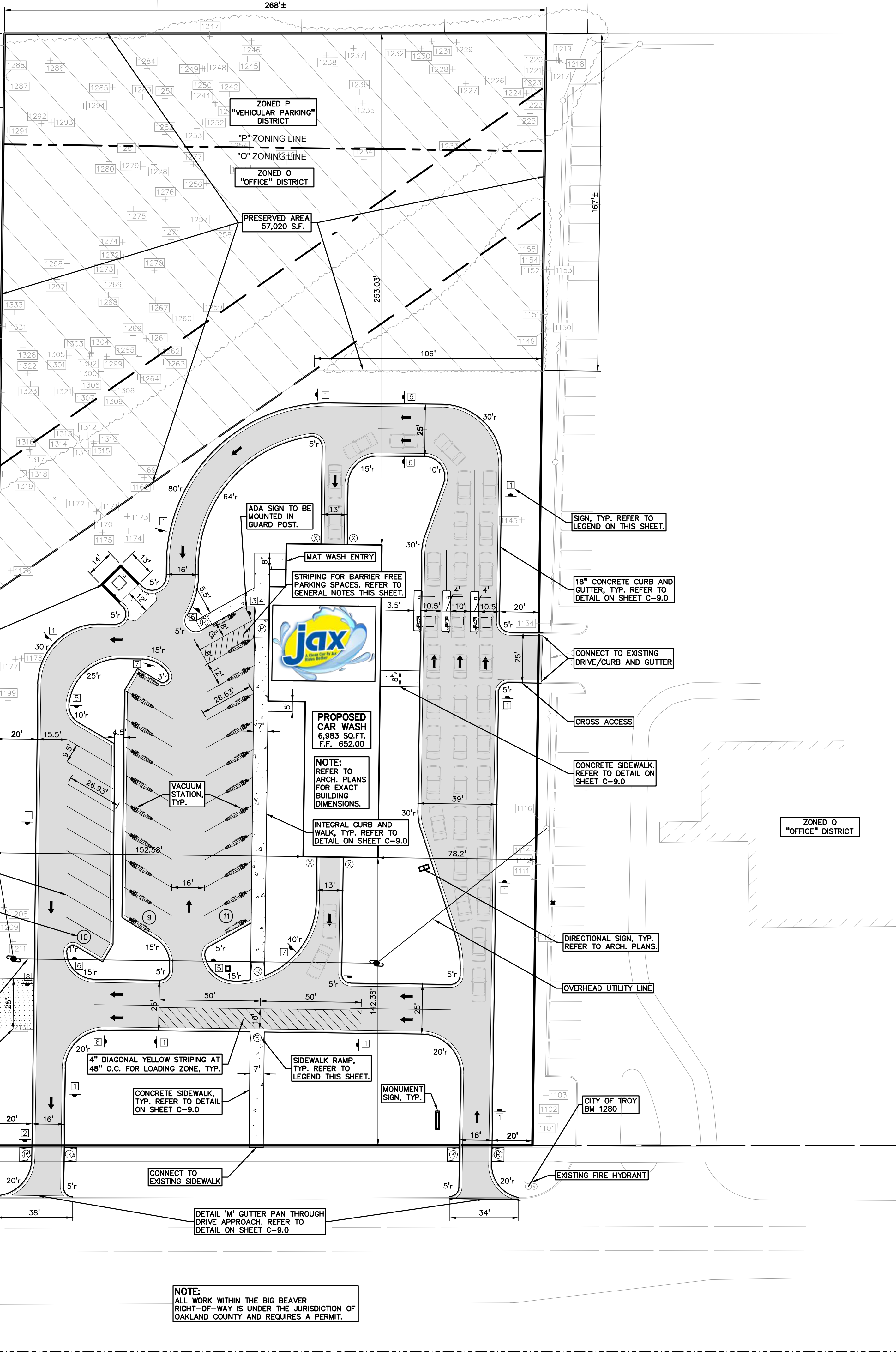
APPLICANT	CIVIL ENGINEER
CUNNINGHAM LIMP COMPANY 28970 CABOT DRIVE, SUITE 100 NOVI, MI 48377 CONTACT: LINDON IVEZAJ PHONE: 734-347-8200 EMAIL: LIVEZAJ@CLC.BUILD	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JAMES P. BUTLER, PE PHONE: 844.813.2949 EMAIL: J.BUTLER@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT
F.A. STUDIO 26261 EVERGREEN ROAD - STE 123 SOUTHFIELD, MI 48076 CONTACT: DAVID BRINKMEIER PHONE: 248.619.2354 EMAIL: DBRINKMEIER@FA.STUDIO	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: JANET EVANS, PLA PHONE: 844.813.2949 EMAIL: JEVANS@PEAGROUP.COM



REVISIONS	
DESCRIPTION	DATE



ZONED R-1C
"ONE FAMILY RESIDENTIAL"
DISTRICT



OH-ELEC (DTE-REF)
OH-CABLE (AT&T-REF)
OH-COAX (COMCAST)

ZONED O
"OFFICE" DISTRICT

CITY OF TROY
BM 1281

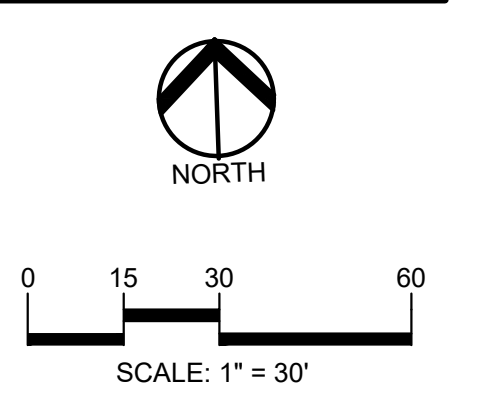
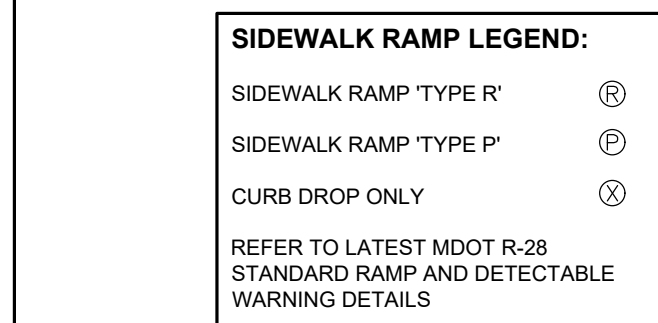
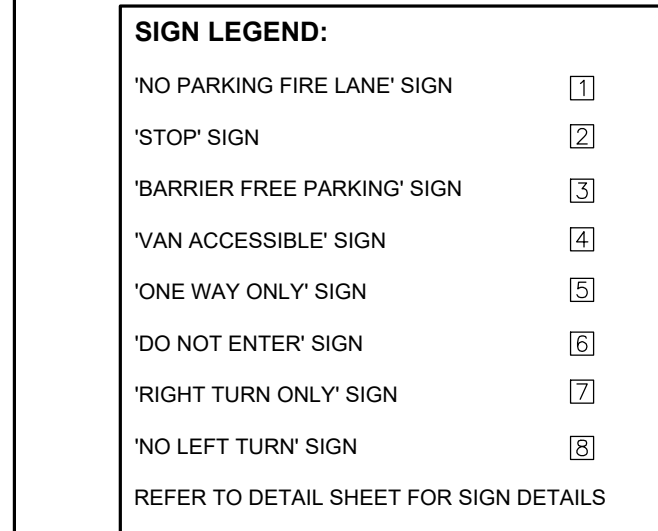
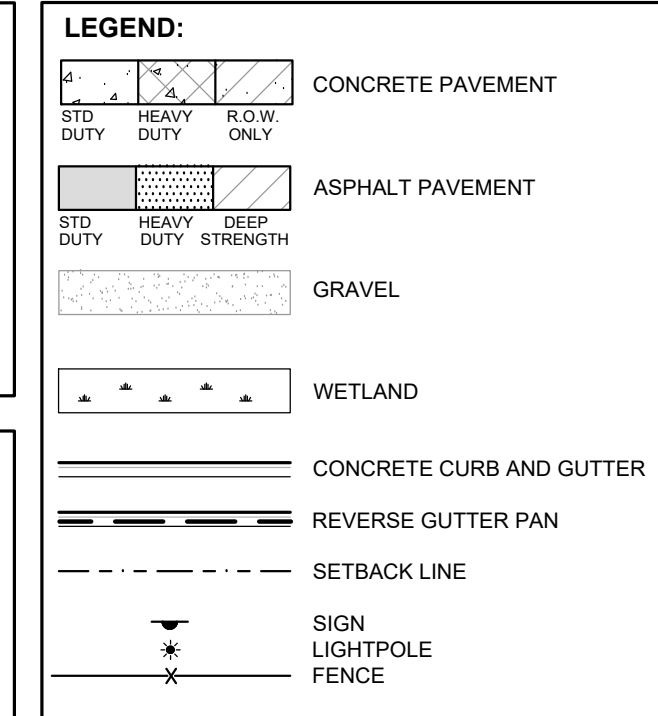
EXISTING FIRE HYDRANT

NOTE:
ALL WORK WITHIN THE BIG BEAVER
RIGHT-OF-WAY IS UNDER THE JURISDICTION OF
OAKLAND COUNTY AND REQUIRES A PERMIT.

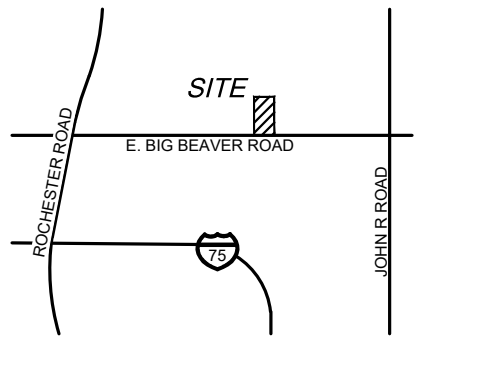
GENERAL NOTES:
THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.
- NO PARKING-FIRE LANE SIGNS SHALL BE POSTED ALONG ALL FIRE LANES AT 100 FOOT INTERVALS OR AS DIRECTED BY THE FIRE OFFICIAL.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE PAVING DETAILS.
- REFER TO NOTES & DETAILS SHEET FOR ON-SITE SIDEWALK RAMP DETAILS.

SITE DATA TABLE:
SITE AREA: 3.38 ACRES (147,372 SF.) NET AND GROSS
ZONING: O - OFFICE (PROPOSED REZONING TO B - INTEGRATED INDUSTRIAL AND BUSINESS)
PROPOSED USE: COMMERCIAL SERVICE - VEHICLE WASH (6,983 SF.)
BUILDING INFORMATION:
MAXIMUM ALLOWABLE BUILDING HEIGHT = 50 FT. (4 STORIES)
PROPOSED BUILDING HEIGHT = 1 STORY
BUILDING FOOTPRINT AREA = 6,983 SF.
BUILDING LOT COVERAGE = 4.74%
SETBACK REQUIREMENTS: REQUIRED: PROPOSED:
FRONT (SOUTH) 30' 142.36'
SIDE (EAST) 10' 78.2'
SIDE (WEST) 10' 152.58'
REAR (NORTH) 20' 253.03'
PARKING CALCULATIONS:
2 SPACES, PLUS 12 STACKING PER BAY FOR A SEMI OR FULLY AUTOMATIC WASH, PLUS 1 SPACE PER EMPLOYEE ON THE LARGEST TYPICAL SHIFT.
3 BAYS = 6 SPACES + 36 STACKING + 8 EMPLOYEES = 50 SPACES
TOTAL PARKING REQUIRED = 50 SPACES (STACKING/PARKING)
TOTAL PROPOSED PARKING SPACES = 68 SPACES INC. 1 H/C SPACES (STACKING/PARKING)
LOADING CALCULATIONS:
LOADING REQUIRED = 5,001 SF. TO 60,000 SF. = 1 SPACE, PLUS ONE SPACE PER ADDITIONAL 20,000 SF. (MINIMUM SIZE 10' X 50' OR 500 SF.)
LOADING PROVIDED = 2 SPACES (1,000 SF. IN FRONT OF BUILDING)
SITE SOILS INFORMATION:
ACCORDING TO THE USDA NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY FOR OAKLAND COUNTY, THE SITE CONSISTS OF THE FOLLOWING SOIL TYPES:
(12) BROOKSTON AND COLWOOD LOAMS - 4.1 ACRES - 78.8%
(52A) SELFRIDGE LOAMY SAND, 0 TO 3 PERCENT SLOPE - 0.4 ACRES - 8.1%
(59) URBAN LAND - 0.7 ACRES - 13.1%



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CLIENT
CUNNINGHAM LIMP COMPANY
28970 CABOT DRIVE, SUITE 100
NOVI, MICHIGAN 48377

PROJECT TITLE
JAX CAR WASH
VACANT BIG BEAVER ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



REVISIONS

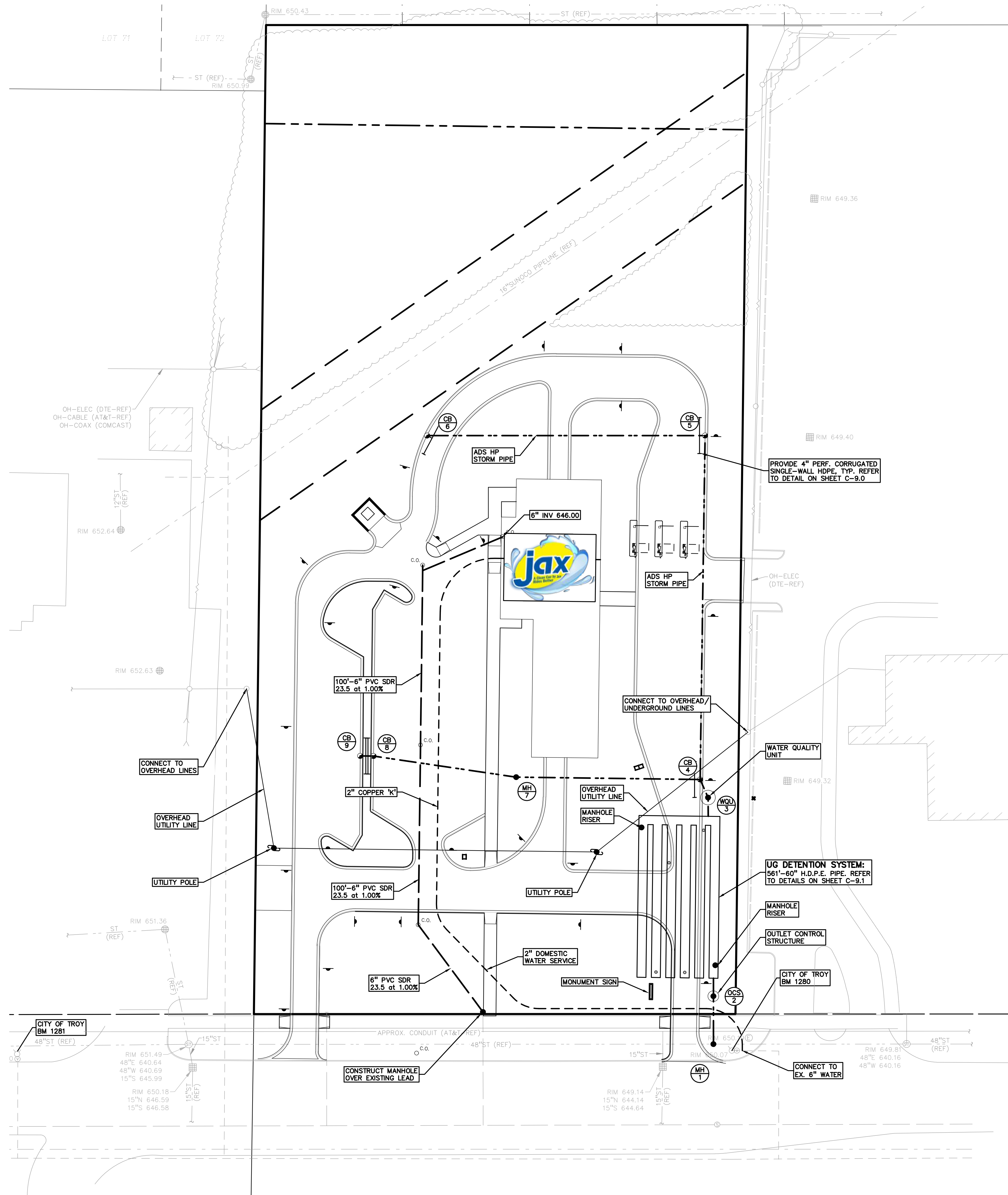
NO.	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:
JULY 13, 2023

DRAWING TITLE
PRELIMINARY SITE PLAN

PEA JOB NO.	23-0101
P.M.	JH
DN.	SWS
DES.	SWS
DRAWING NUMBER:	

S:\PROJECTS\2023\23-0101_JAX - NOV\DWG\3_SITE_PLAN(C)-1000M-25-0101.dwg



Site Drainage Data		
Select County:	Oakland	
Impervious Area:	1.67 acre	C = 0.95
Greenbelt Area:	0.66 acre	C = 0.25
Total Area (A):	2.33 acre	
Weighted Coefficient of Runoff (C):	0.75	
Rainfall Intensity		
Flood Control Time of Concentration, T _c =	15.00 min	

Rainfall Intensity		
Time of Concentration (T _c)	15.00 min	
Since T _c <= 15 min, I ₁ = 2.0 in/hr		
I ₁ = 30.2 / [(T + 9.17) ^{0.81}]	2.00 in/hr	
I ₁₀ = 50.12 / [(T + 9.17) ^{0.81}]	3.80 in/hr	
I ₁₀₀ = 83.3 / [(T + 9.17) ^{0.81}]	6.31 in/hr	

CPVC: Channel Protection Volume Control Volume		
V _{CPVC} = (4719)CA	8,246 cf	

CPRC: Channel Protection Rate Control Volume: Extended Detention		
VED = (6897)CA	12,053 cf	

CPRC Allowable Outlet Rate		
Q _{ED} = V _{ED} / (48*60*60)	0.07 cfs	

Water Quality Control		
Forebay Volume = (545)CA	952 cf	
Forebay Release Rate: Q _{VF} = VF/(48*60*60)	0.006 cfs	

100-Year Allowable Outlet Rate		
Since 2<A<100, Q _{rr} = 1.1055-0.206ln(A)		
Q _{rr} =	0.93 cfs/ac	

100-Year Peak Allowable Discharge		
Q _{100P} = Q _{rr} (A)	2.17 cfs	

100-Year Runoff Volume		
V _{100R} = (18,985)CA	33,176 cf	

100-Year Peak Inflow		
Q _{100P} = C(I ₁₀₀)A	11.03 cfs	

Storm Curve Factor (Vs/Vr)		
R = 0.206-0.15 x ln(Q _{100P} /Q _{100IN})	0.450	

100-Year Storage Volume		
V _s = R(V _{100R})	14,929 cf	

Infiltration will be provided. CPVC can be deducted:		
V ₁₀₀ = V _s - V _{CPVC}	6,683 cf	

V ₁₀₀ must be larger or equal to V _{ED} :		
Is V ₁₀₀ >= V _{ED} ?	No	
V ₁₀₀ =	14,929 cf	

Design Requirements for WQU 3		
Weighted Runoff Coefficient (C) =	0.75	
WQU Tributary Area (A) =	2.33	
WQU Time of Concentration (T _c) =	15.00 min	
(from Storm Sewer Calculations Spreadsheet)		

Mechanical Separator Sizing		
I ₁ = 30.2 / [(T + 9.17) ^{0.81}]	2.29 in/hr	
I ₁₀ = 50.12 / [(T + 9.17) ^{0.81}]	3.80 in/hr	

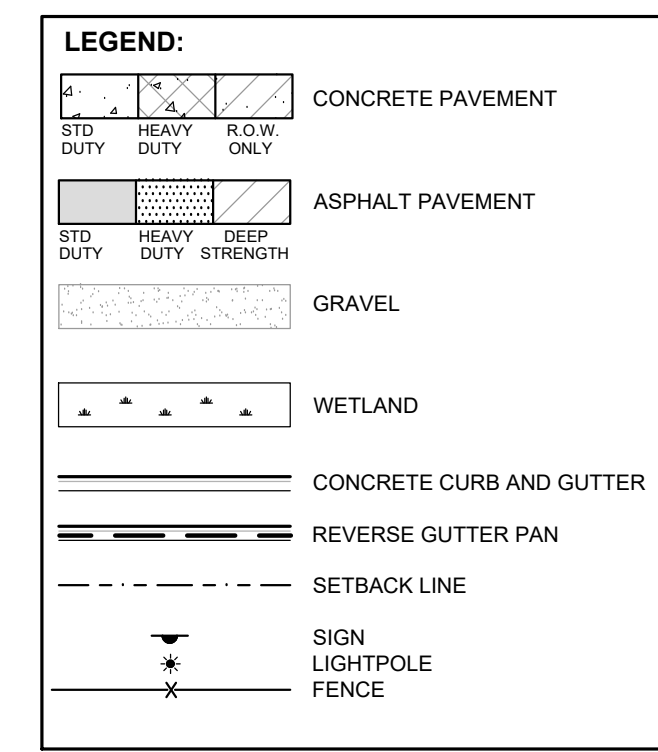
Treatment Flow Rate		
Q _{WQ} = C(I ₁)A	4.00 cfs	

Bypass Flow Rate		
10 Year Peak Inflow: Q _{100IN} =	6.64 cfs	

Select Unit:		
Selected Unit Treatment Flow Rate:	4.05 cfs	
Selected Unit Bypass Flow Rate:	call Contech cfs	

Design Requirements		
CPRC Extended Detention: V _{ED} =	12,053 cf	
CPRC Allowable Outlet Rate: Q _{ED} =	0.07 cfs	
100-Year Storage Volume, V ₁₀₀ =	14,929 cf	
100-Year Allowable Outlet Rate: Q _{rr} =	2.17 cfs	

Underground Detention Storage		
Required Storage Volume:	14,929 cf	
Pipe Diameter:	60 in	
Pipe Volume per Linear Foot:	19.63 cf/lf	
Total Pipe Length, L:	561 ft	
Pipe Storage Volume:	11,015 cf	
Storage in Stone backfill?	Y	
Porosity:	30 %	
Stone Storage Volume:	4,140 cf	
Stone Storage Volume per Linear Foot:	7.38 cf/lf	
Provided System Volume:	15,155 cft	
Lowest Grade over system:	649.0	
Required Cover over system:	2.00 ft	
Invert of Detention System:	642.00	
Invert of OCS:	641.90	

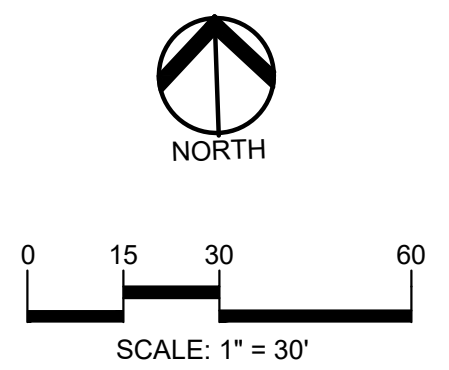


Storage in Circular Pipe Detention System		
Effective End Area of Pipe:	27.02 sf	
Effective Diameter of Pipe:	5.86 ft	
Effective Invert of System:	641.47	

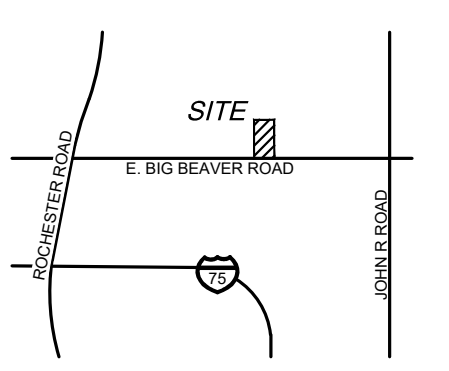
CPRC Volume		
Fill Area of CPRC Storage Volume (CPRC/L):	12,053 cf	
Φ:	237.80 degrees	
Φ:	4.15 radians	
Fill Area:	21.48 sf	
Effective Fill Depth (per method above):	4.35 ft	
V _{ED} Storage Elevation:	645.82	
Fill Depth:	3.92 ft	
Q _{ED} Outlet Rate:	0.07 cfs	
Avg. Head over Orifice (H _w): h=0.5y	1.96 ft	
Area of Orifice (A):	0.0100 sf	

A = Q _w / (0.62 * SQRT(2 * g * H _w))		
Enter Outlet Hole Diameter:	1 in	
Restriction Hole Area:	0.0055 sft	
Enter Number of Restriction Holes:	2	
Set orifice elevation at:	641.90	
Total Restriction Hole Area:	0.011 sft	
Actual Discharge (Q):	0.076 cfs	
Q = 0.62 * A * (2 * G * H _w) ^{0.5}		
Must be detained for at least 48 hours:	44.10 hrs	
Drain Time:	44.10 hrs	

100-year Volume		
Fill Area of 100-Year Storage Volume:	14,929 cf	
Φ:	26.61 degrees	
Φ:	5.45 radians	
Fill Area:	26.61 sf	
Effective Fill Depth (per method above):	5.61 ft	
V ₁₀₀ Storage Elevation:	647.08	
Fill Depth:	5.18 ft	
Q _{rr} Outlet Rate:	2.17 cfs	
Flow through Q _{ED} Orifice at this head:	0.129 cfs	
Q ₁₀₀ Allowed:	2.04 cfs	
Res. Head over Orifice (H _{res}): H _{res} =H ₁₀₀ -H _{res}	1.26 ft	
Area of Orifice (A):	0.3651 sf	
A = Q _w / (0.62 * SQRT(2 * g * H _w))		
Outlet Hole Diameter:	3.5 in	
Restriction Hole Area:	0.0668 sft	
Number of Restriction Holes:	5	
Set orifice elevation at:	645.82	
Total Restriction Hole Area:	0.3339 sft	
Actual Discharge (Q):	2.00 cfs	
Q = 0.62 * A * (2 * G * H _w) ^{0.5}		
Is this less than the Q _{rr} of:	2.17 cfs ? Yes	
Drain Time:	44.48 hrs	



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CLIENT
CUNNINGHAM LIMP COMPANY
28970 CABOT DRIVE, SUITE 100
NOVI, MICHIGAN 48377

PROJECT TITLE
JAX CAR WASH
VACANT BIG BEAVER ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



REVISIONS	

ORIGINAL ISSUE DATE:
JULY 13, 2023

DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	23-0101
P.M.	JH
DN.	SWS
DES.	SWS
DRAWING NUMBER:	

NOT FOR CONSTRUCTION **C-6.0**

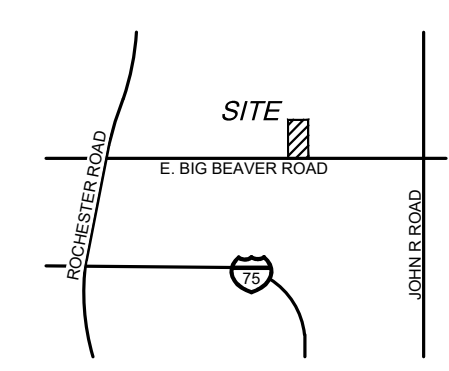
\\pea\proj\PROJECTS\2023\23-0101 - JAX - TROY\MP\2_SITE_PLAN(C-6.0)UTL-23-0101.dwg



0 15 30 60
SCALE: 1" = 30'



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28970 CABOT DRIVE, SUITE 100
NOVI, MICHIGAN 48377

PROJECT TITLE
JAX CAR WASH
VACANT BIG BEAVER ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



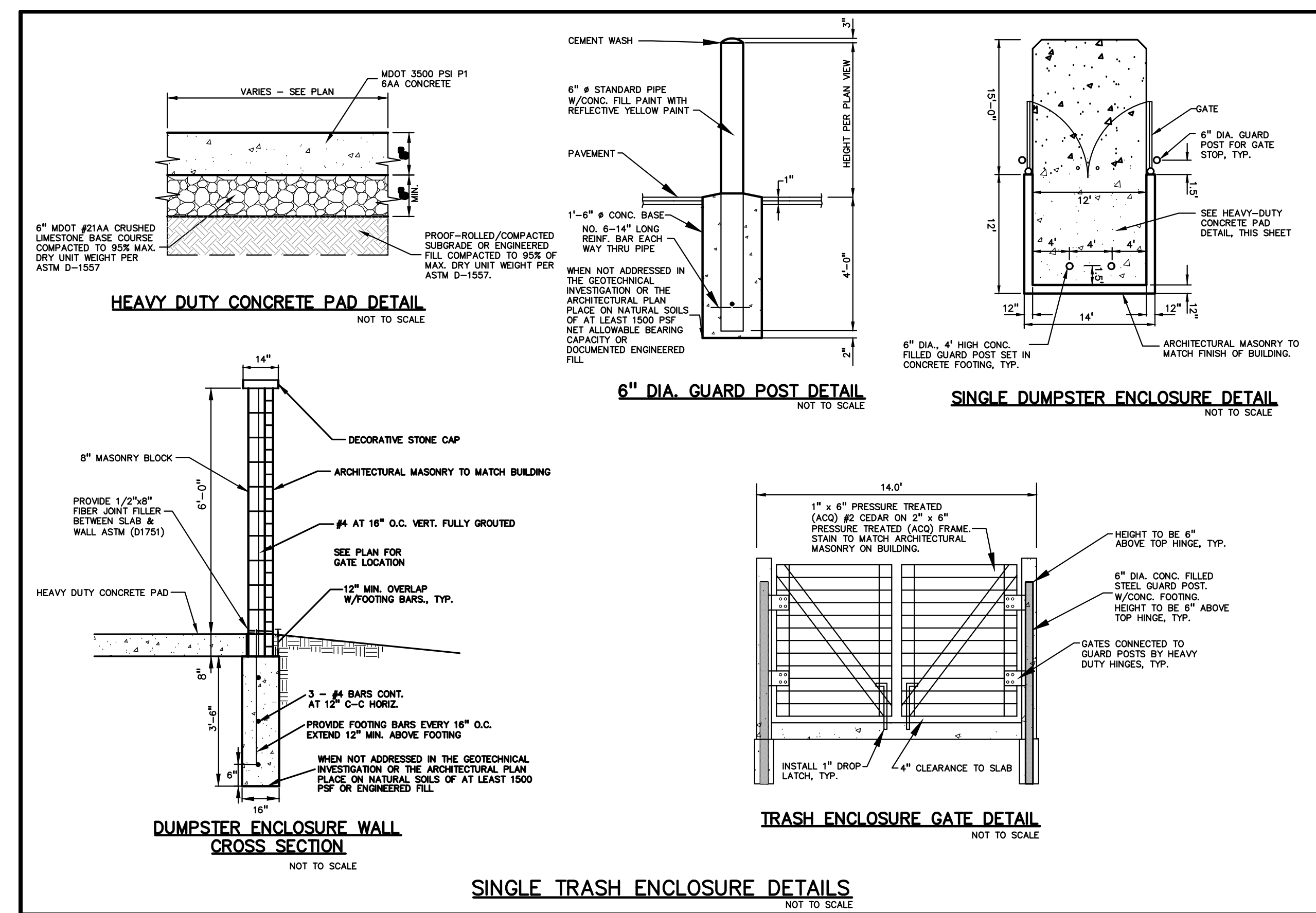
REVISIONS

OWNER REVIEW

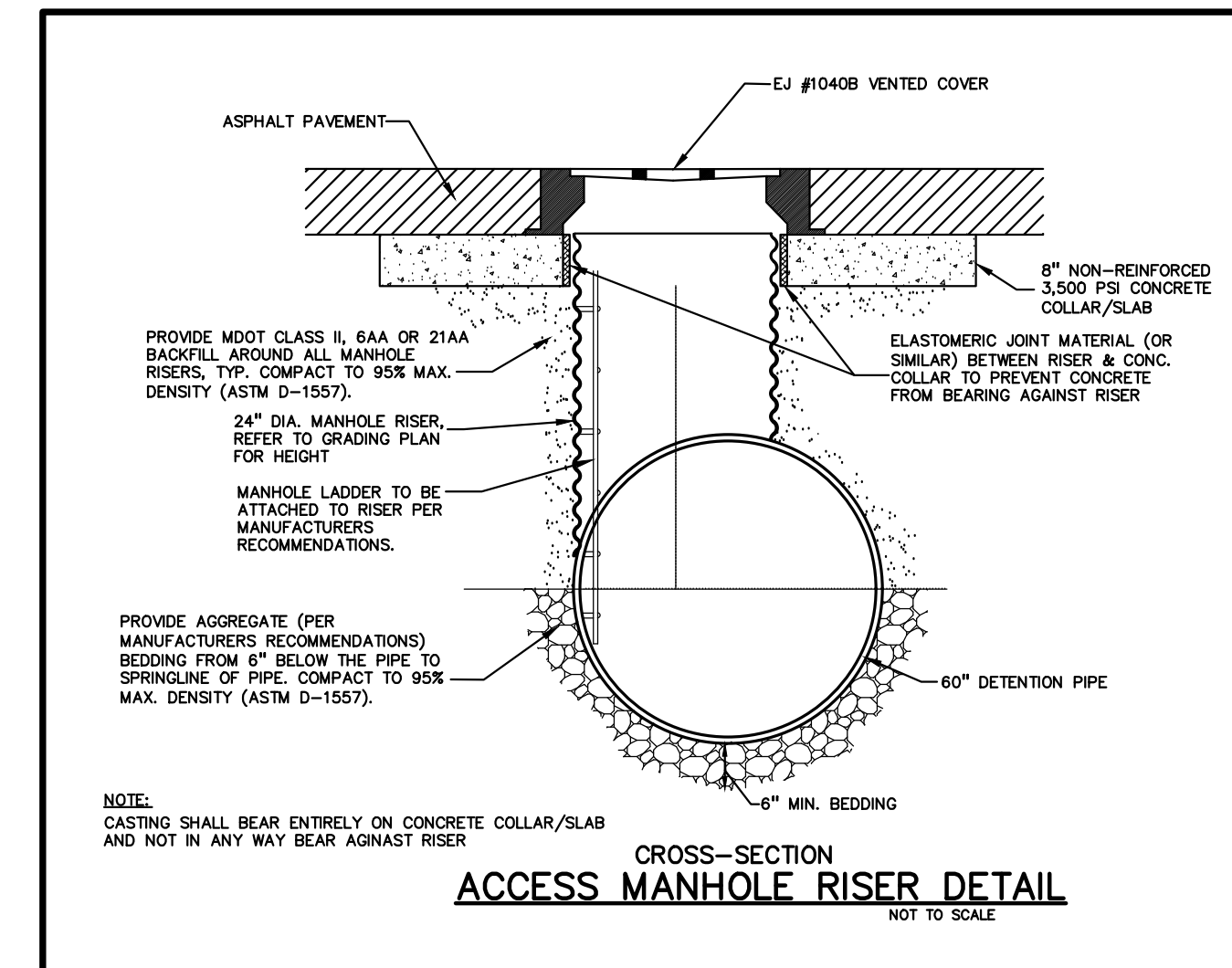
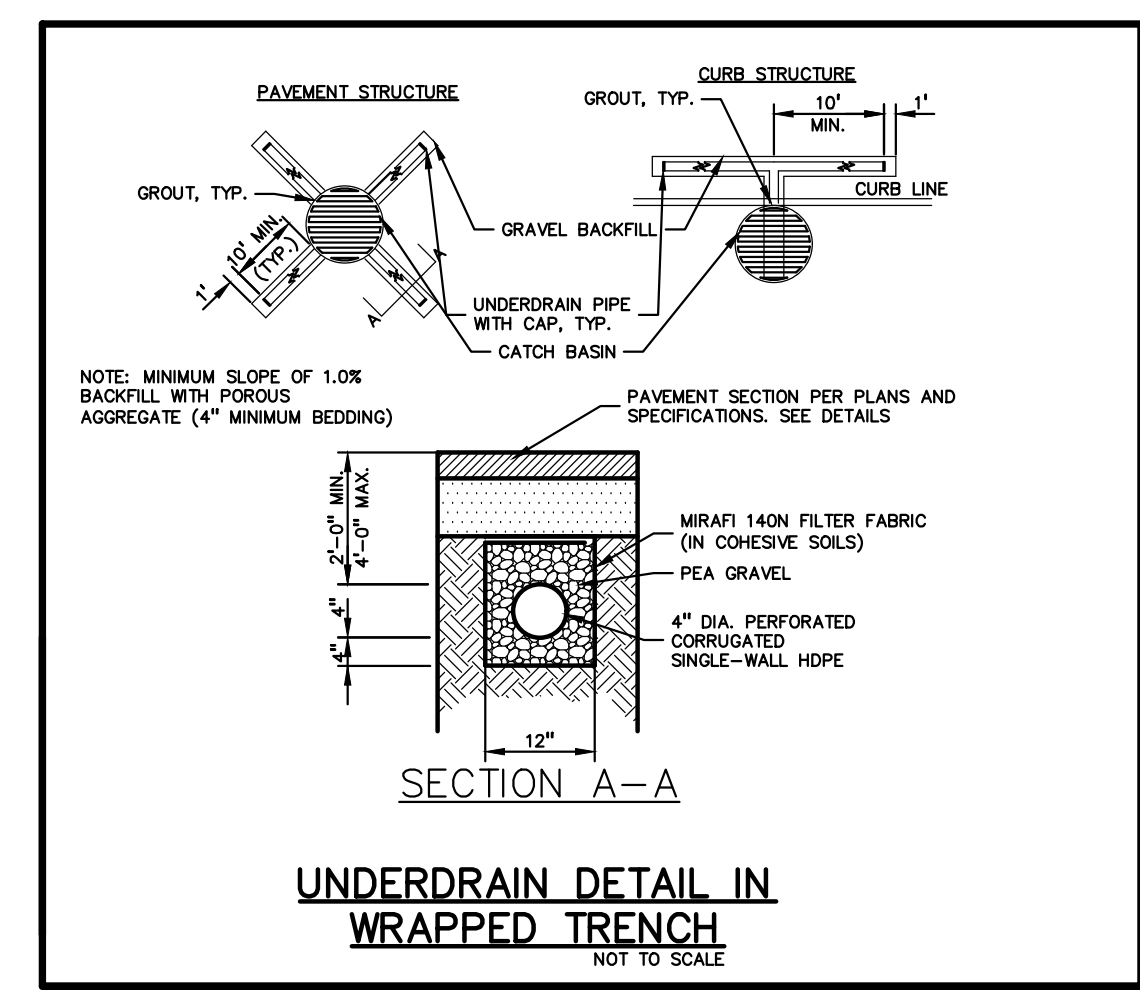
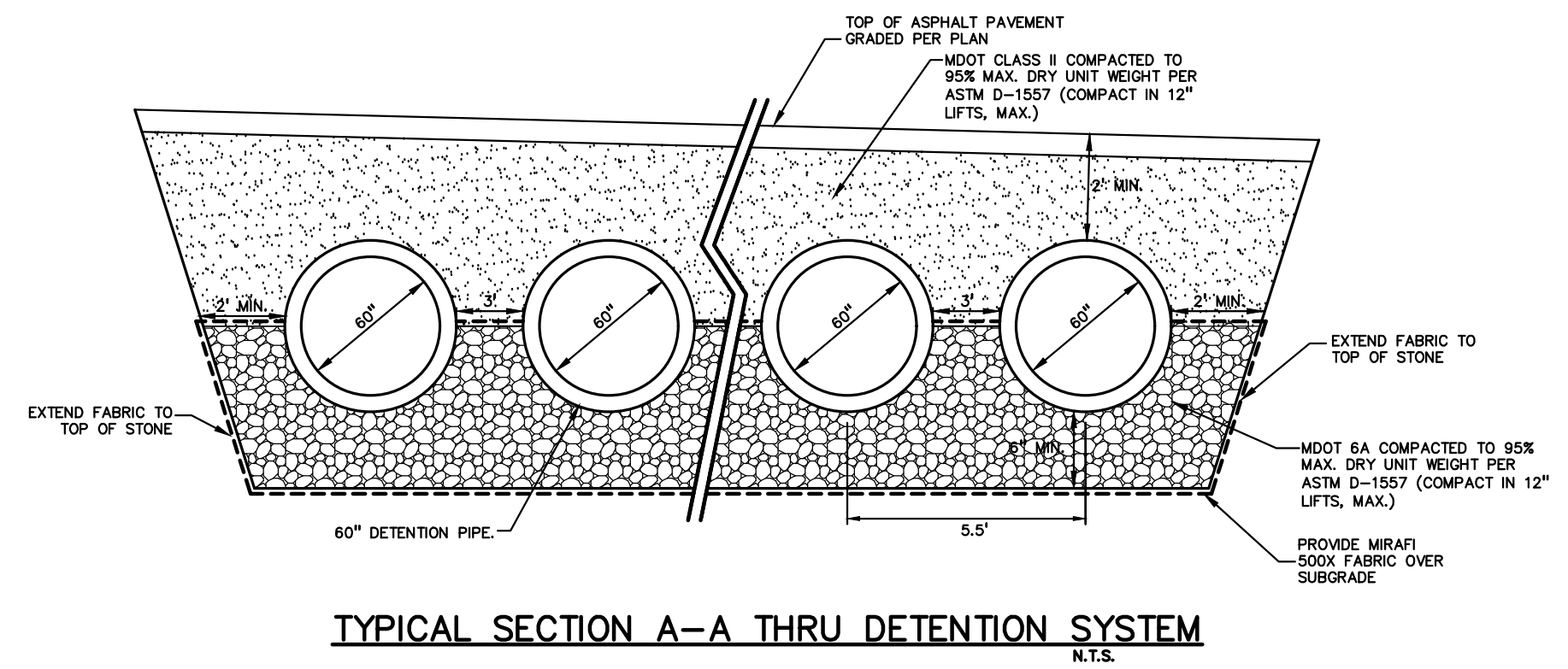
ORIGINAL ISSUE DATE:
JULY 13, 2023

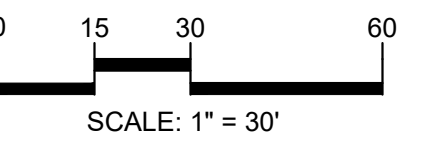
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DETAILS

PEA JOB NO. 23-0101
P.M. JH
DN. SWS
DES. SWS
DRAWING NUMBER:

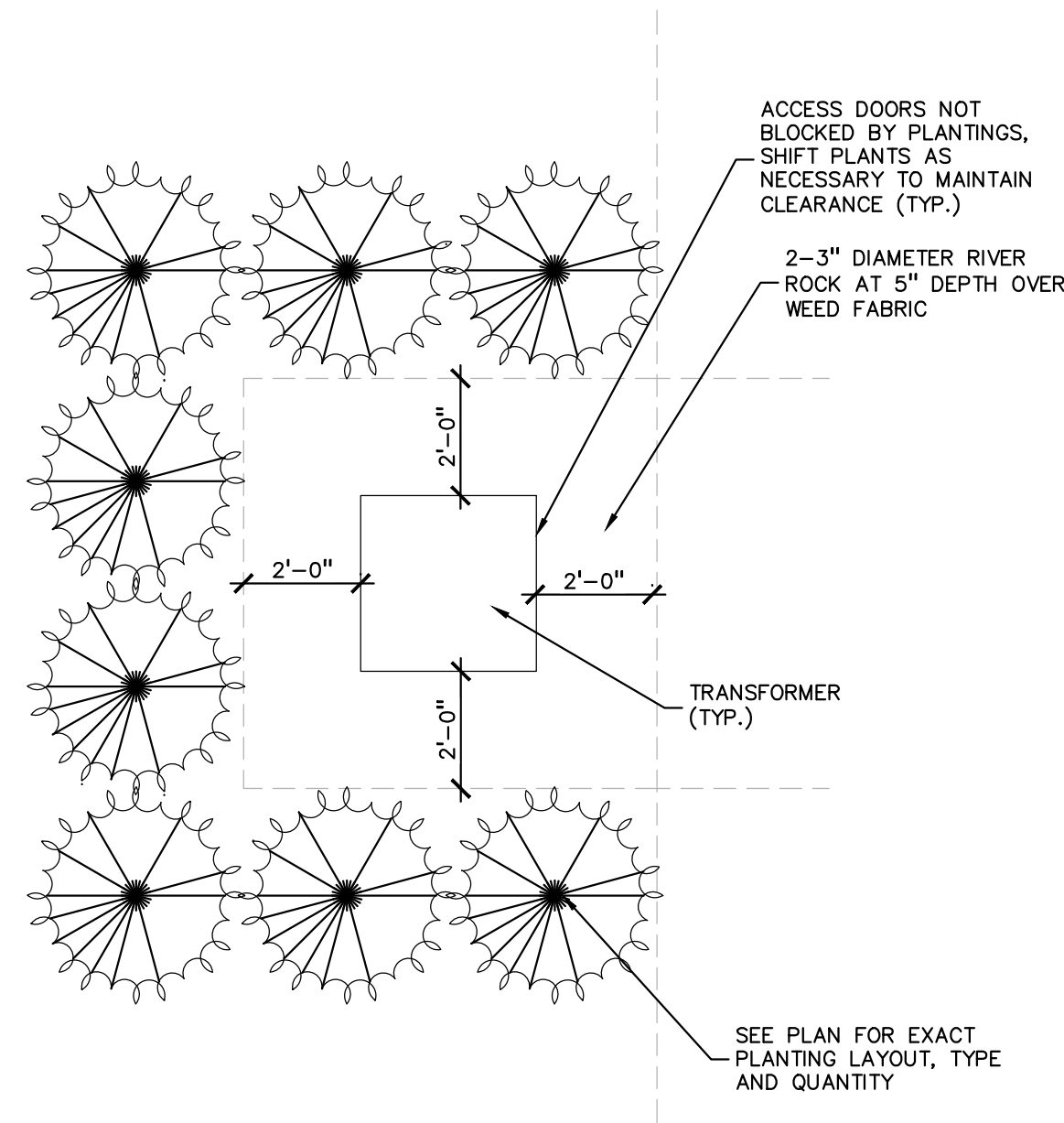


- NOTES:**
- CIRCULAR CSP SHALL CONFORM TO AASHTO M36 (ASTM-A760) AND SHALL BE MADE FROM ALUMINUMIZED TYPE II CORRUGATED 14 GAUGE STEEL CONFORMING TO AASHTO M274. THE USE OF CONTINUOUS WELDED SEAM PROCESS IN FABRICATION OF THE PIPES IS NOT PERMITTED. ALL PIPE AND FITTING CONNECTIONS REQUIRE MINIMUM 24" WIDE COUPLING BANDS.
 - DUAL WALL HDPE PIPE SHALL CONFORM TO AASHTO M 294 AND SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321.
 - ALL JOINTS ARE REQUIRED TO BE SOIL TIGHT.
 - PIPE TO BE DESIGNED FOR 1420" PAVEMENT LOADING.
 - CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO CONSTRUCTION.
 - UNDERGROUND DETENTION PIPES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

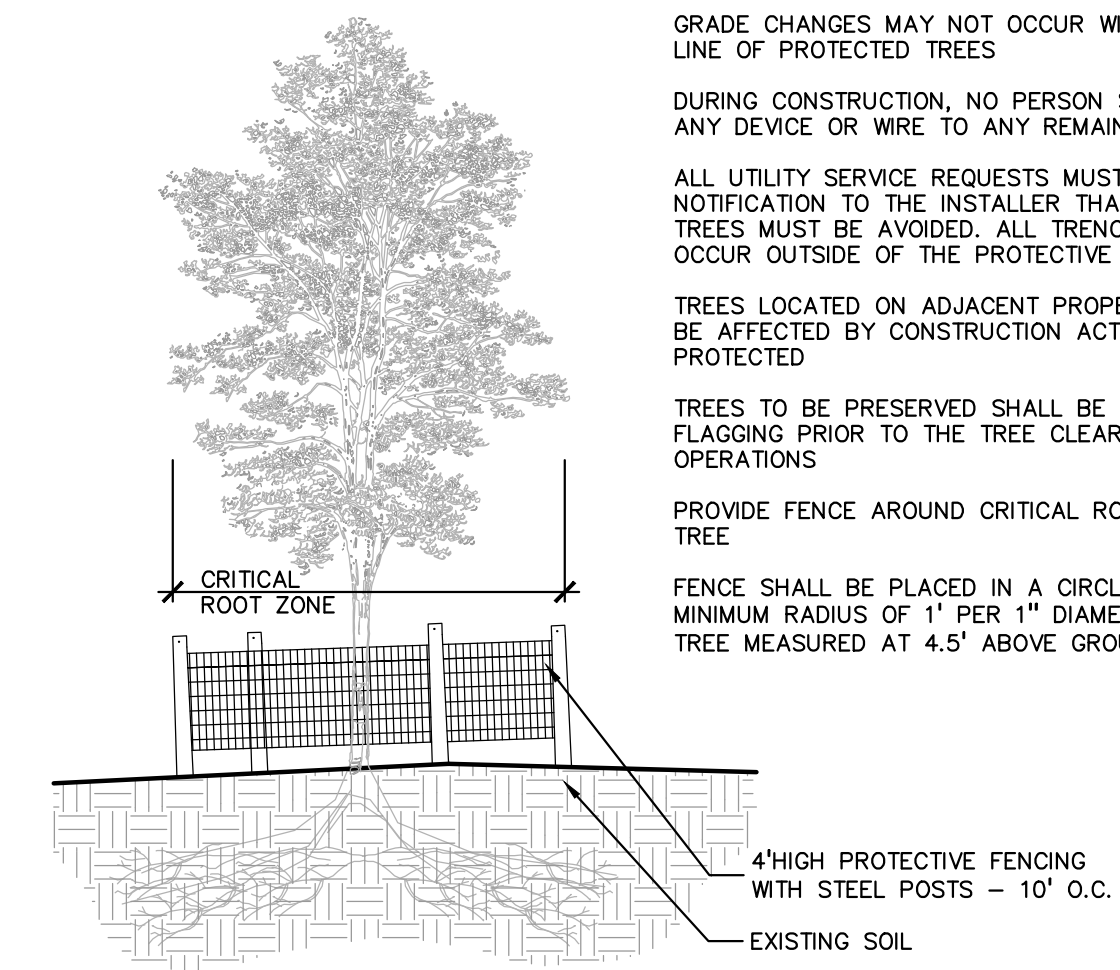




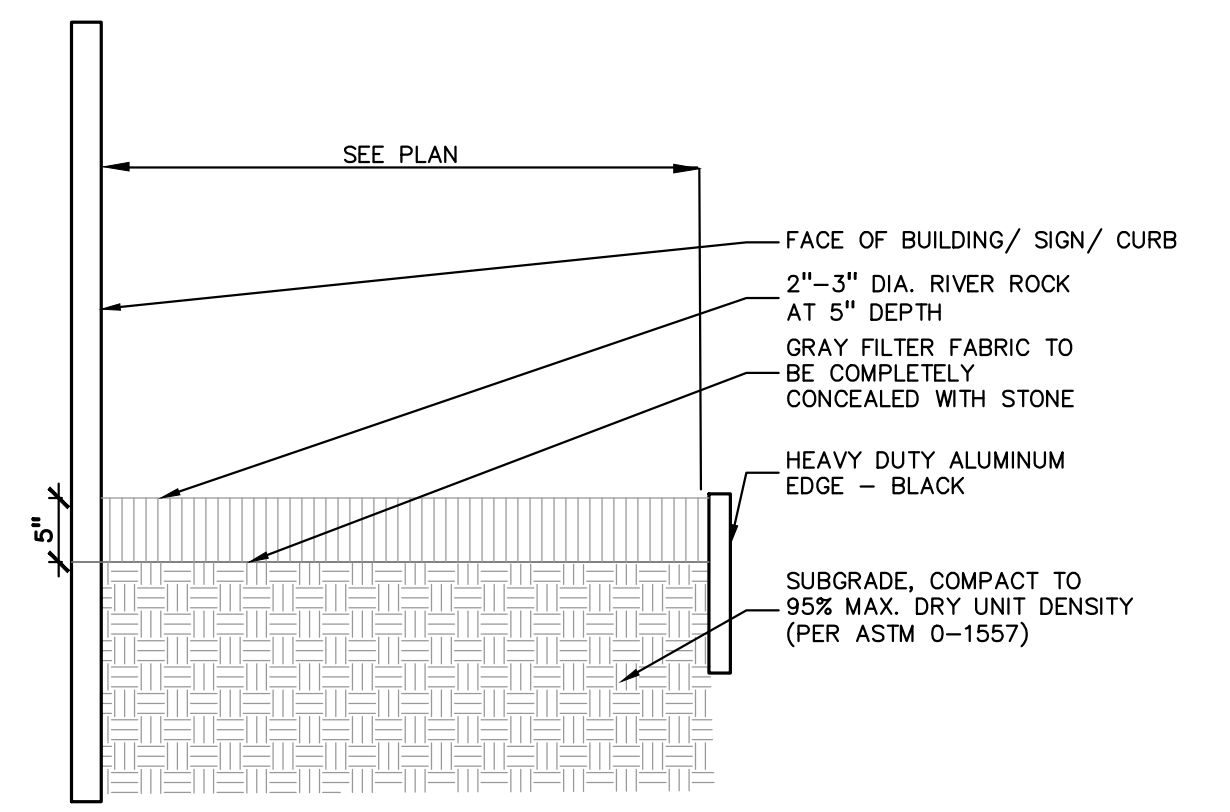
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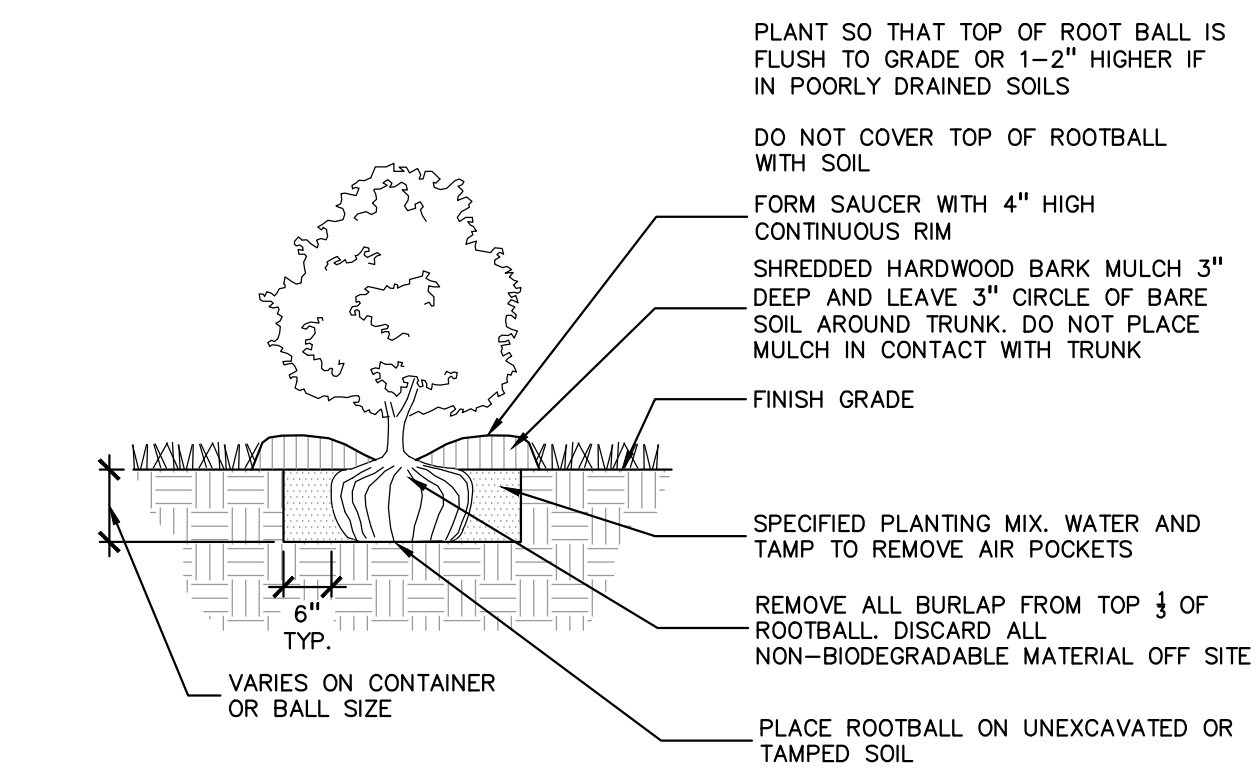
6 TRANSFORMER SCREENING DETAIL—FOR ACCESS REF. ONLY
SCALE: 1" = 3'-0"



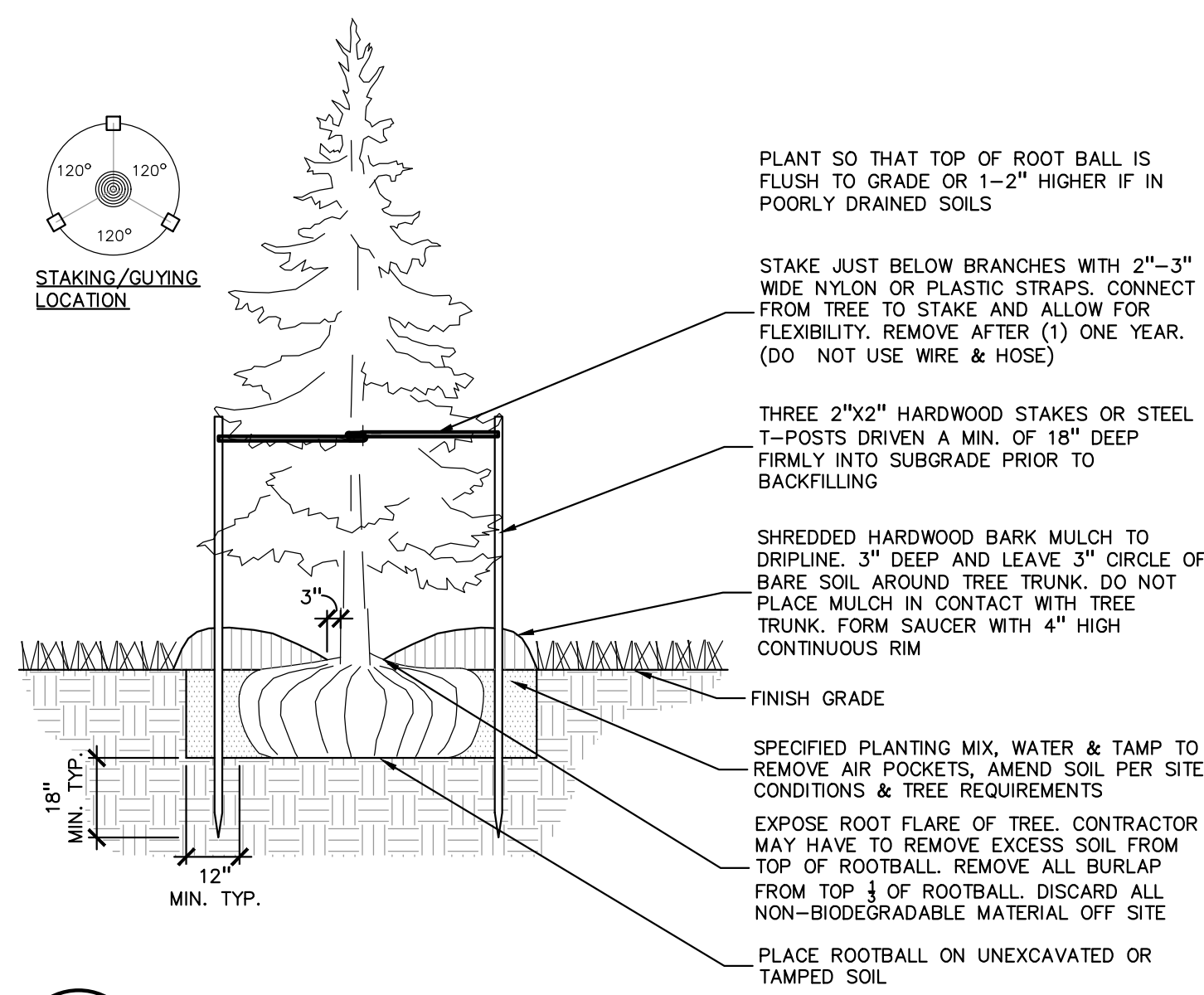
3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"



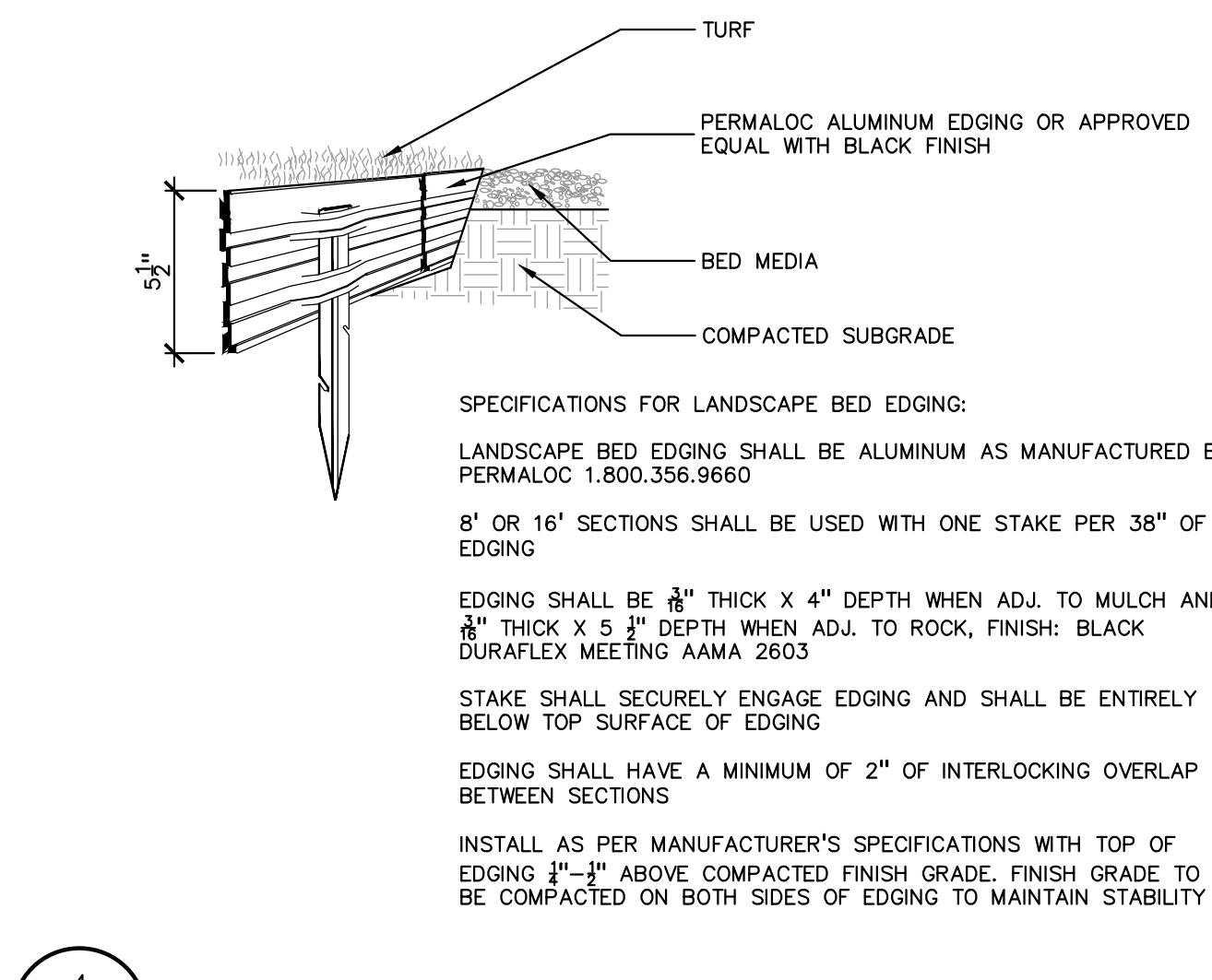
5 RIVER ROCK EDGE DETAIL
SCALE: 1 1/2" = 1'-0"



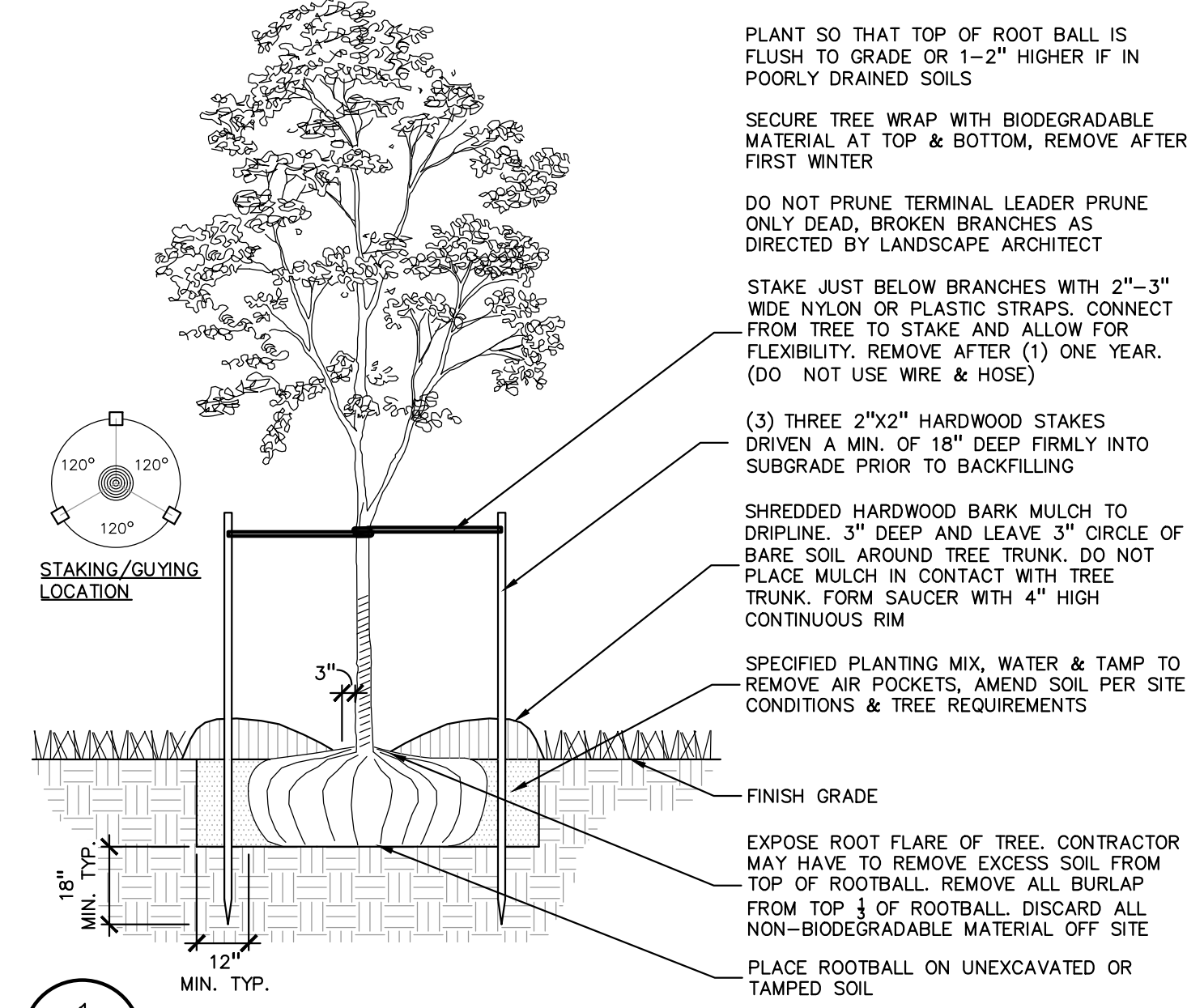
2 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



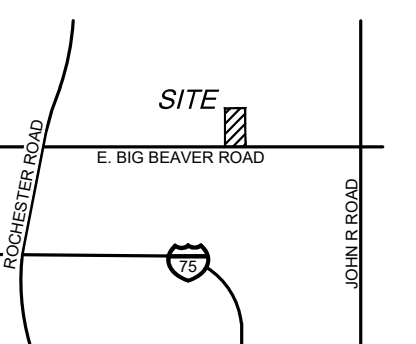
7 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



4 ALUMINUM EDGE DETAIL
SCALE: 1/2" = 1'-0"



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



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NOVI, MICHIGAN 48377

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REVISIONS

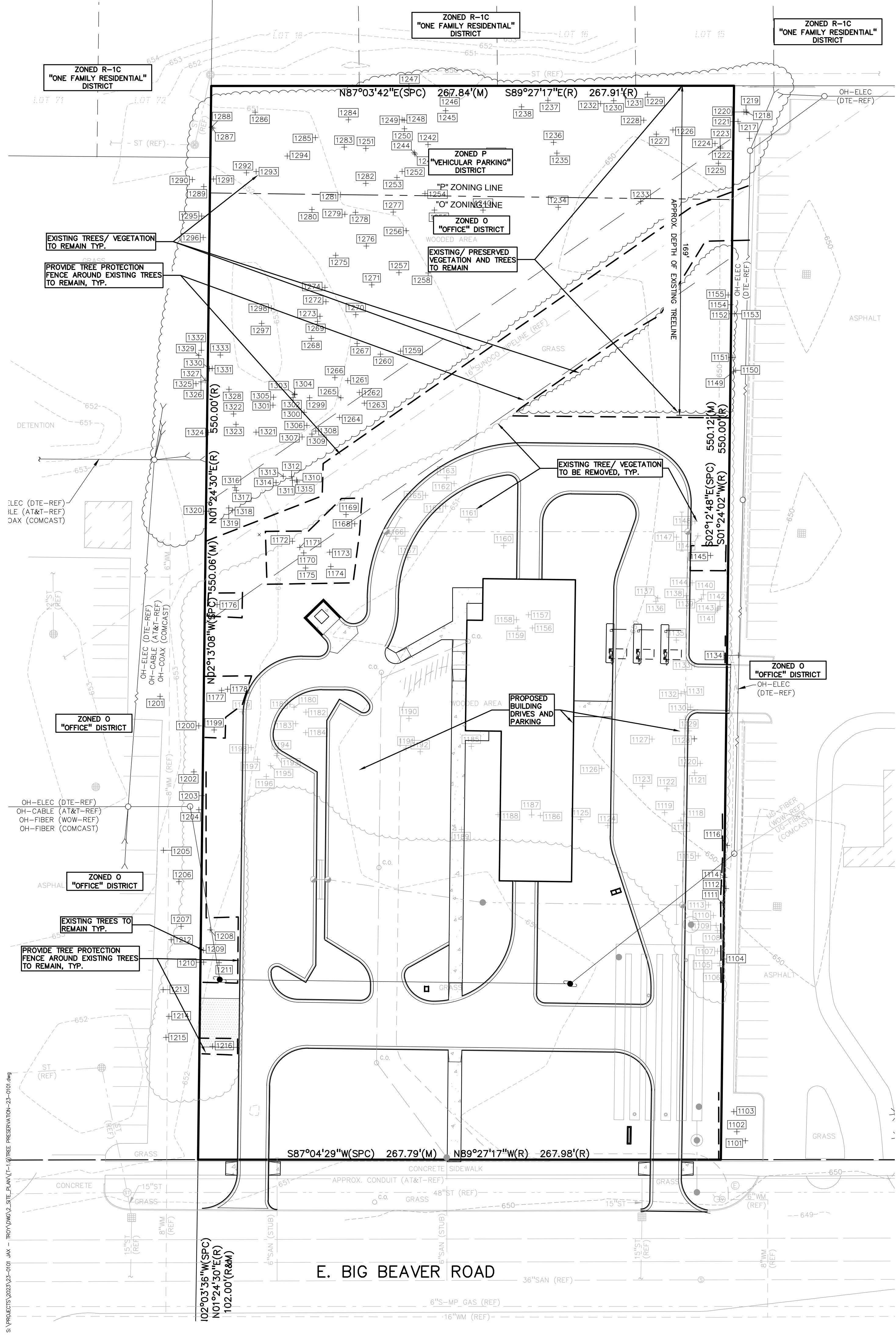
NO.	DESCRIPTION

ORIGINAL ISSUE DATE:
JULY 13, 2023

DRAWING TITLE
LANDSCAPE DETAILS

PEA JOB NO.	23-0101
P.M.	JH
DN.	BZ
DES.	JLE
DRAWING NUMBER:	

NOT FOR CONSTRUCTION



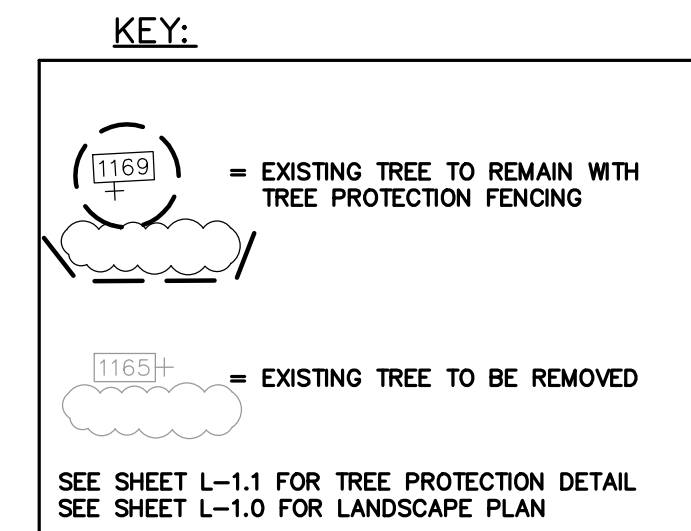
TREE INVENTORY/PRESERVATION CALCULATIONS

WOODLAND TREES
 WOODLAND TREES REMOVED: 11 (REPLACE AT 50% OF REMOVED DBH)
 84" DBH x 0.5 = 42" REPLACEMENT
 WOODLAND TREES SAVED: 33 (CREDIT OF 2X DBH)
 268" DBH x 2 = 536" CREDIT
 42 - 536 = -494
 0 DBH REQUIRED FOR WOODLAND REPLACEMENT

LANDMARK TREES
 LANDMARK TREES REMOVED: 0 (REPLACE AT 100% OF REMOVED DBH)
 DBH x 1 = 0" REPLACEMENT
 LANDMARK TREES SAVED: 1 (CREDIT OF 2X DBH)
 17" DBH x 2 = 34" CREDIT
 0 - 34 = -34
 0 TOTAL DBH REQUIRED FOR REPLACEMENT

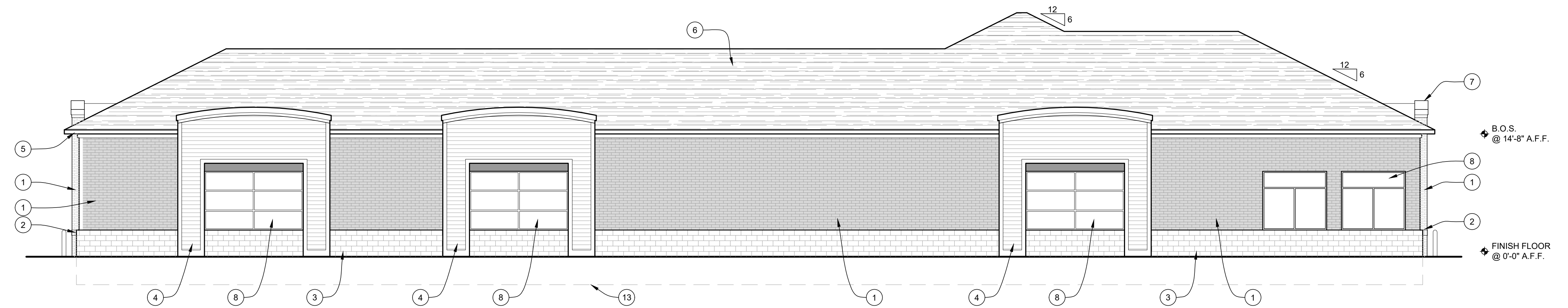
EXEMPT TREES (NO REPLACEMENT REQUIRED FOR EXEMPT TREES)
 SAVED EXEMPT TREES: 89 Trees
 EXEMPT TREES ON SITE: 143 Trees
 TOTAL SAVED TREES 6" AND ABOVE ON SITE: 122 Trees

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1101	RP	20	Red Pine	Pinus resinosa	Good		LANDMARK	S	N	-
1102	RP	20	Red Pine	Pinus resinosa	Good		LANDMARK	S	N	-
1103	RP	19	Red Pine	Pinus resinosa	Good		LANDMARK	S	N	-
1104	BX	6	Box elder	Acer negundo	Fair	x1	INVASIVE	S	N	-
1105	BX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1106	WW	19	Weeping Willow	Salix babingtonia	Fair	x2	INVASIVE	R	Y	-
1107	E	16	American Elm	Ulmus americana	Good		WOODLAND	R	Y	REPLACE
1108	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1109	CT	9	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1110	BR	7	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1111	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1112	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1113	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1114	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1115	BR	8	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1116	SM	7	Silver-Maple	Acer saccharinum	Fair		WOODLAND	S	N	-
1117	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1118	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1119	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1120	SM	12	Silver-Maple	Acer saccharinum	Poor	x4	INVASIVE	R	Y	-
1121	E	8	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1122	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1123	BP	11	Bradford Pear	Pyrus calleryana	Fair	x1	WOODLAND	R	Y	REPLACE
1124	CT	8	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1125	CT	8	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1126	CT	16	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1127	CT	10	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1128	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1129	CT	13	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1130	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1131	CT	14	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1132	CT	17	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1133	SM	7	Silver-Maple	Acer saccharinum	Poor		INVASIVE	S	N	-
1134	CT	7	Cottonwood	Populus deltoides	Fair	x1	INVASIVE	R	Y	-
1135	E	12	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1136	BR	7	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1137	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1138	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1139	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1140	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1141	CT	6	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1142	CT	6	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1143	CT	8	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1144	E	7	American Elm	Ulmus americana	Poor		INVASIVE	S	N	-
1145	CT	8	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1146	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1147	SM	6	Silver-Maple	Acer saccharinum	Good	x1	INVASIVE	R	Y	-
1148	SM	8	Silver-Maple	Acer saccharinum	Good	x1	INVASIVE	R	Y	-
1149	CT	6	Cottonwood	Populus deltoides	Fair	x1	INVASIVE	S	N	-
1150	CT	6	Cottonwood	Populus deltoides	Fair		INVASIVE	S	N	-
1151	CT	8	Cottonwood	Populus deltoides	Fair		INVASIVE	S	N	-
1152	CT	7	Cottonwood	Populus deltoides	Fair		INVASIVE	S	N	-
1153	CT	8	Cottonwood	Populus deltoides	Fair		INVASIVE	S	N	-
1154	CT	7	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1155	CA	6	Crab-Apple	Malus coronaria	Fair	x2	WOODLAND	S	Y	-
1156	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1157	CT	21	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1158	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1159	CT	13	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1160	E	6	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1161	BR	7	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1162	E	7	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1163	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1164	E	7	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1165	GP	6	Dowry Oak	Quercus pubescens	Fair		WOODLAND	R	Y	REPLACE
1166	BR	9	Bur oak	Quercus macrocarpa	Fair		WOODLAND	R	Y	REPLACE
1167	BR	9	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1168	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1169	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1170	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1171	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1172	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1173	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1174	E	10	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1175	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1176	BX	8	Box elder	Acer negundo	Fair	x1	INVASIVE	S	Y	-
1177	BX	18	Box elder	Acer negundo	Fair	x1	INVASIVE	S	Y	-
1178	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1179	BR	8	Bur oak	Quercus macrocarpa	Good		WOODLAND	R	Y	REPLACE
1180	CT	8	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1181	CT	8	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1182	CT	6	Cottonwood	Populus deltoides	Poor		INVASIVE	R	Y	-
1183	CT	19	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1184	CT	16	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1185	GA	6	Green Ash	Fraxinus pennsylvanica	Good		INVASIVE	R	Y	-
1186	CT	6	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1187	CT	7	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1188	CT	8	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1189	CT	6	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1190	BW	7	Black-Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1191	CT	7	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1192	CT	8	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1193	CT	9	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1194	CT	6	Cottonwood	Populus deltoides	Fair		INVASIVE	R	Y	-
1195	CT	12	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1196	CT	10	Cottonwood	Populus deltoides	Good		INVASIVE	R	Y	-
1197	GA	6	Green Ash	Fraxinus pennsylvanica	Good		INVASIVE	R	Y	-
1198	E	7	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1199	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1200	BW	12	Black-Willow	Juglans nigra	Good		WOODLAND	S	N	-
1201	BP	19	Bradford Pear	Pyrus calleryana	Fair		LANDMARK	S	N	-
1202	E	13	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1203	BR	9	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1204	TH	17	Thornapple-leaf-thorn	Crataegus spp.	Fair		LANDMARK	S	N	-
1205	BL	8	Black-Locust	Robinia pseudoacacia	Good		INVASIVE	S	N	-
1206	BL	8	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	N	-
1207	BL	12	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	N	-
1208	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1209	BL	19	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	Y	-
1210	BL	11	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	Y	-
1211	BL	11	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	Y	-
1212	E	11	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1213	EE	12	Siberian Elm	Ulmus pumila	Fair		INVASIVE	S	N	-
1214	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1215	BL	8	Black-Locust	Robinia pseudoacacia	Good		INVASIVE	S	N	-
1216	BL	7	Black-Locust	Robinia pseudoacacia	Fair		INVASIVE	S	Y	-

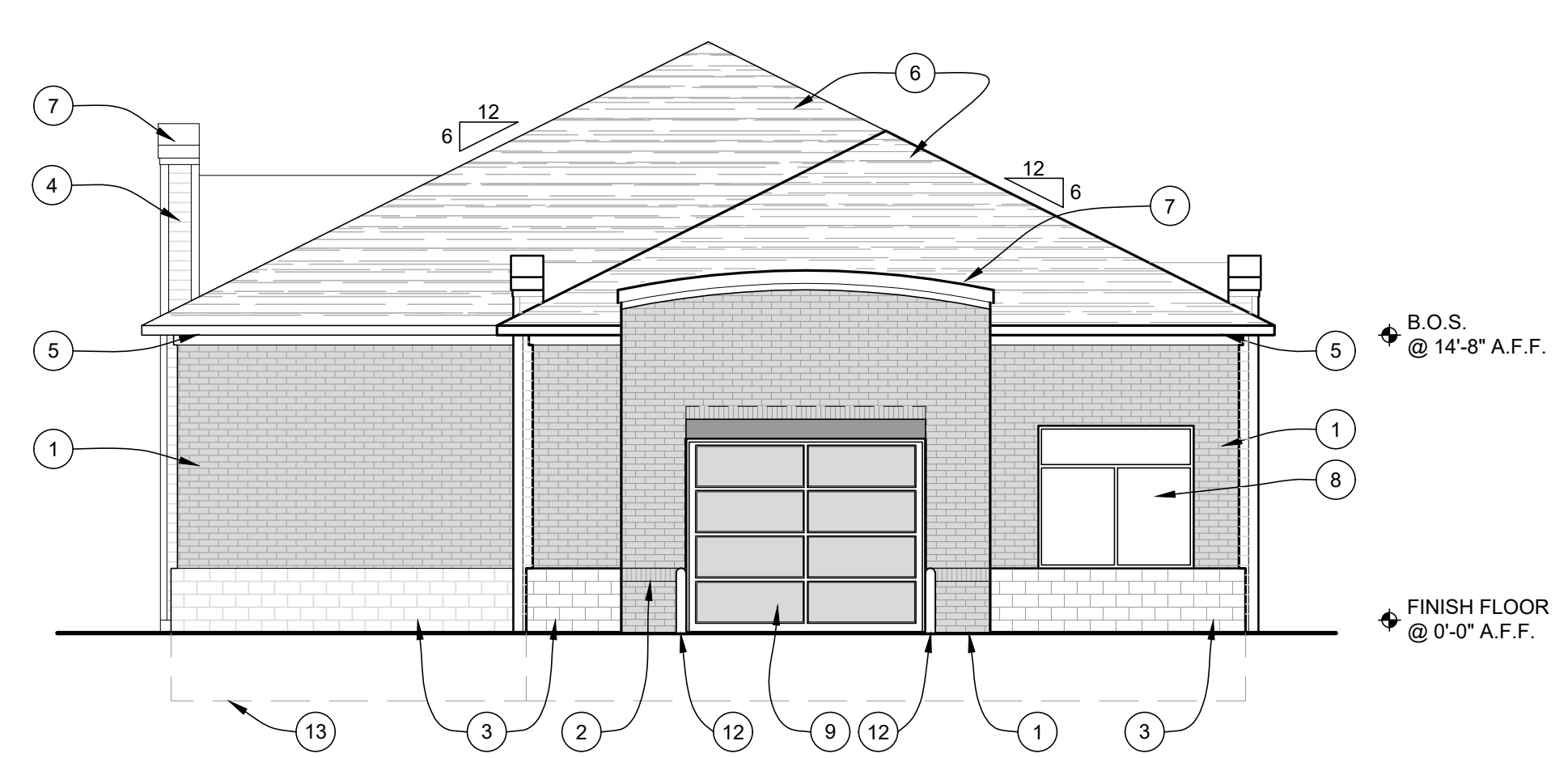


TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1217	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	N	-
1218	E	12	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1219	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1220	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	N	-
1221	E	6	American Elm	Ulmus americana	Good		INVASIVE	S	N	-
1222	BR	6	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1223	BR	9	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1224	BR	9	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1225	BR	8	Bur oak	Quercus macrocarpa	Fair		WOODLAND	S	Y	-
1226	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1227	E	8	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1228	CS	8	Sweet-Cherry	Prunus avium	Fair		INVASIVE	S	Y	-
1229	CA	7	Crab-Apple	Malus coronaria	Fair		WOODLAND	S	Y	-
1230	CA	6	Crab-Apple	Malus coronaria	Fair		WOODLAND	S	Y	-
1231	CA	6	Crab-Apple	Malus coronaria	Fair		WOODLAND	S	Y	-
1232	CA	6	Crab-Apple	Malus coronaria	Fair	x4	WOODLAND	S	Y	-
1233	BR	6	Bur oak	Quercus macrocarpa	Good		WOODLAND	S	Y	-
1234	E	8	American Elm	Ulmus americana	Good	x1	INVASIVE	S	Y	-
1235	E	10	American Elm	Ulmus americana	Fair	x2	INVASIVE	S	Y	-
1236	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1237	CA	6	Crab-Apple	Malus coronaria	Fair	x1	WOODLAND	S	Y	-
1238	BW	10	Black-Willow	Juglans nigra	Good		WOODLAND	S	Y	-
1239	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1240	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1241	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1242	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1243	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1244	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y	-
1245	BR	6	Black-Willow	Juglans nigra	Good		WOODLAND	S	Y	-
1246	BP	8	Bradford Pear	Pyrus calleryana	Fair		WOODLAND	S	Y	-
1247	BU	12	Sugar Maple	Acer saccharum	Good		WOODLAND	S	Y	-
1248	E	6	American Elm	Ulmus americana	Good		INVASIVE	S	Y	-
1249	E	7	American Elm	Ulmus americana	Good		INVASIVE	S		

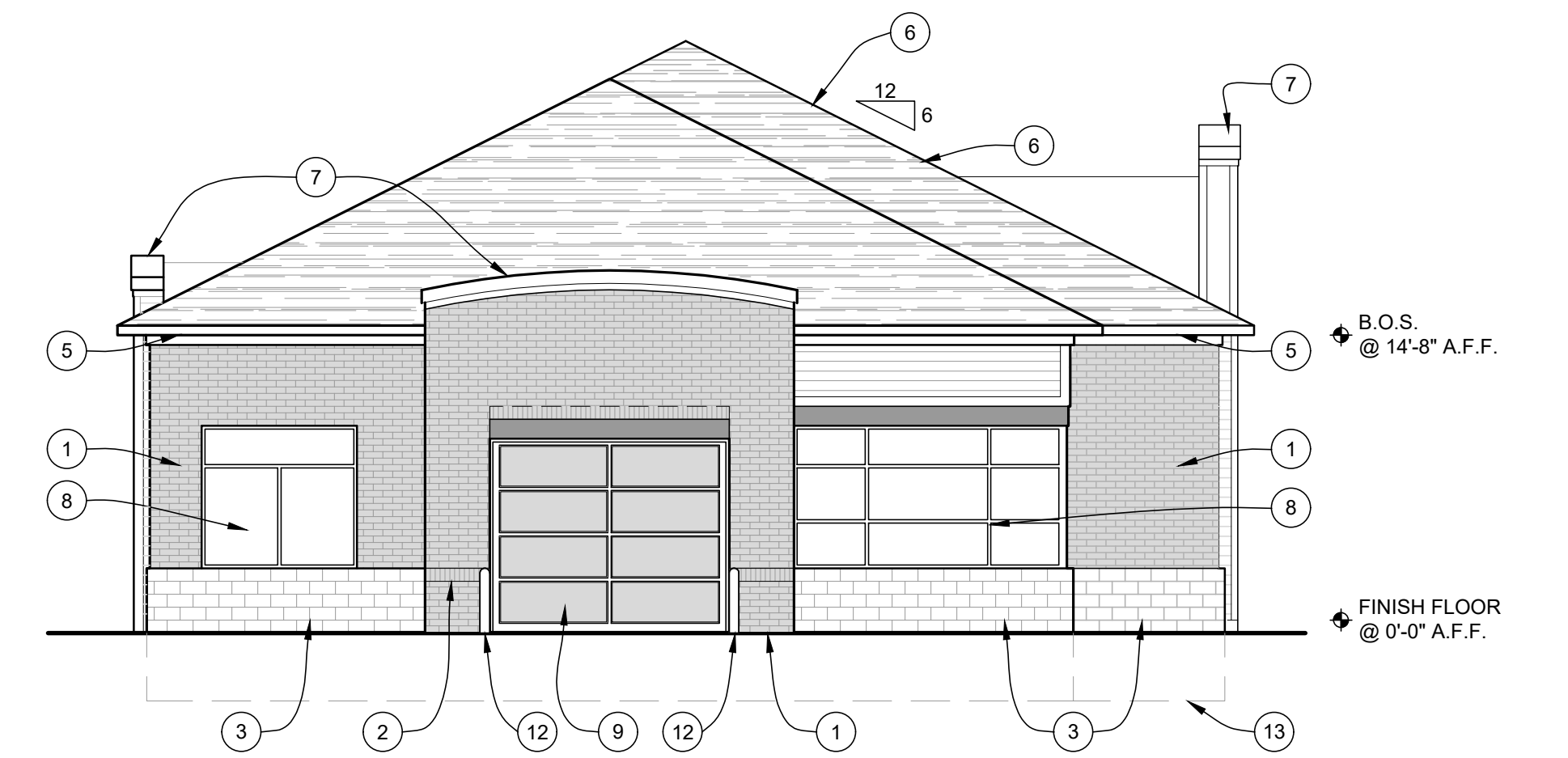
EXTERIOR MATERIAL SCHEDULE	
1	4" UTILITY BRICK
2	1/2" RECESSED BRICK SOLDIER COURSE
3	8" SPLIT-FACE CMU BLOCK
4	HORIZONTAL LAP SIDING W/ TRIM
5	1X6 FASCIA BOARD OVER 1X TRIM BOARD
6	ASPHALT SHINGLES
7	PRE-FINISHED METAL COPING
8	1" TINTED LOW 'E' INSUL. GLAZING IN CLEAR ANOD. ALUM. THERMAL BREAK FRAMES.
9	12'W x 10'H GLASS SECTIONAL INSULATED OVERHEAD GRADE DOOR W/ MOTOR OPERATED OPENER & INSULATED
10	CLEAR ANOD. ALUM. ENTRY DOOR W/ TEMPERED GLASS
11	HOLLOW METAL DOOR & FRAME
12	6" DIA. CONC. FILLED STEEL GUARD POSTS
13	CONCRETE TRENCH FOOTING BELOW
14	DASHED LINE DENOTED PROPOSED SIGNAGE LOCATION
15	1" TINTED INSUL. SPANDREAL IN CLEAR ANOD. ALUM. THERMAL BREAK FRAMES.



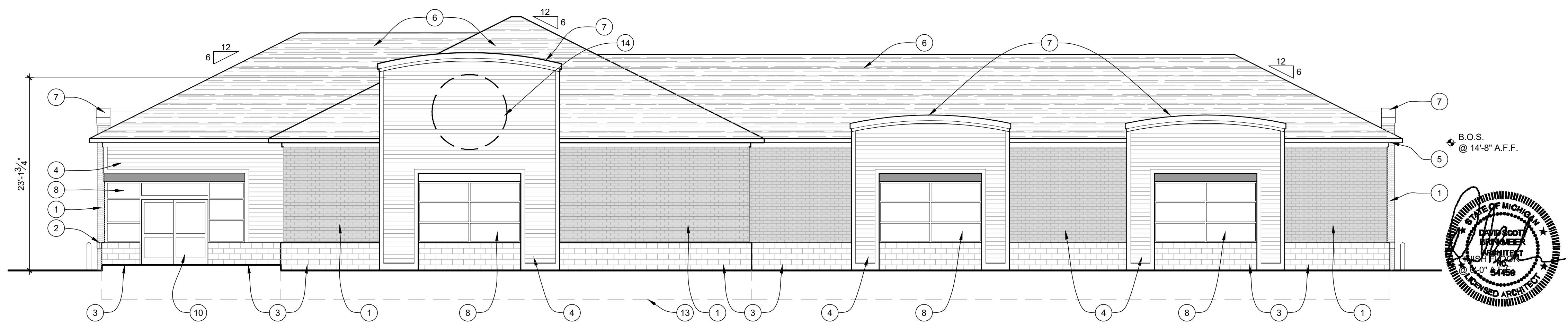
SOUTH ELEVATION
SCALE: 1/8" = 1'-0" 4



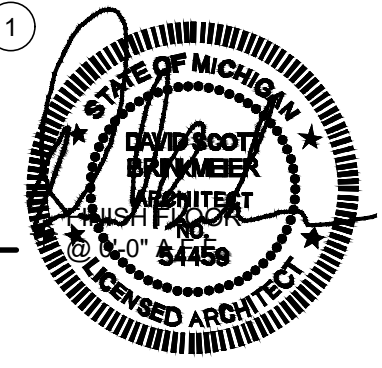
WEST ELEVATION
SCALE: 1/8" = 1'-0" 3



EAST ELEVATION
SCALE: 1/8" = 1'-0" 2

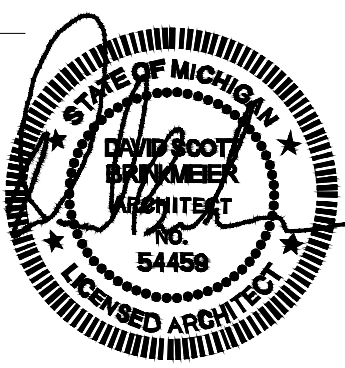
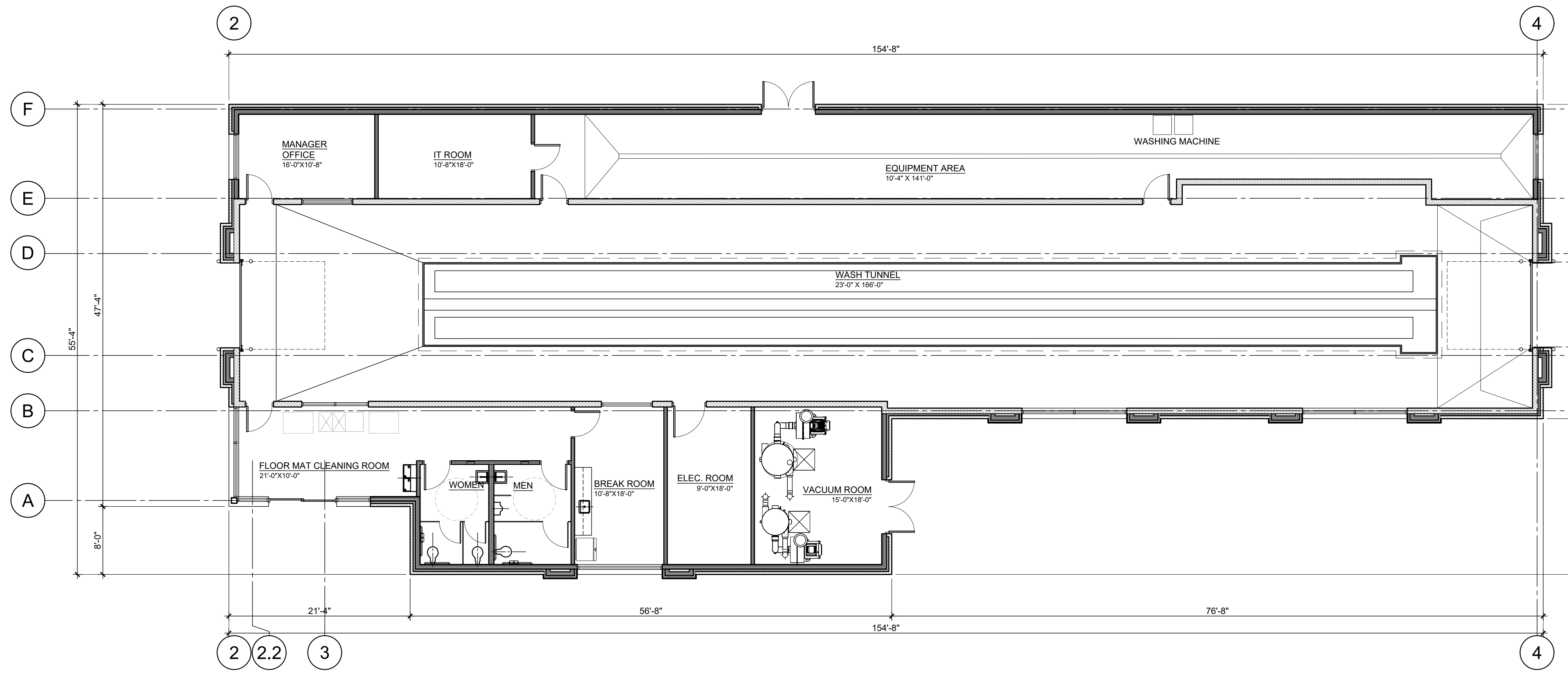


NORTH ELEVATION
SCALE: 1/8" = 1'-0" 1



PROJECT NAME:
JAX CAR WASH
EAST BIG BEAVER RD
TROY, MI

DATE:	ISSUED FOR:
6-6-23	SITE PLAN APPROVAL
DRAWING DATE:	PROJECT NUMBER:
7-14-23	22109
SHEET NUMBER:	
PE-2	



PRELIMINARY OVERALL FLOOR PLAN
SCALE: 1/8" = 1'-0"

PROJECT NAME:
JAX CAR WASH
EAST BIG BEAVER RD
TROY, MI

ISSUED FOR:	SITE PLAN APPROVAL
DATE:	4-14-23
DRAWING DATE:	7-14-23
PROJECT NUMBER:	22109
SHEET NUMBER:	PFP-2



Proposed Exterior Renderings for:



Cunningham-Limp
Building Better Communities

F.A.studio
design to inspire



Proposed Exterior Renderings for:



Cunningham-Limp
Building Better Communities

F.A.studio
design to inspire

CITY OF TROY CONDITIONAL REZONING APPLICATION

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48084
PHONE: 248-524-3364
FAX: 248-524-3382
E-MAIL: planning@troymi.gov



**CONDITIONAL REZONING
 REVIEW FEE
 \$1,500.00**
**ESCROW FEE
 \$1,500.00**

REGULAR MEETINGS OF THE CITY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH AT 7:00 P.M. AT CITY HALL.

PLEASE FILE A COMPLETE CONDITIONAL REZONING APPLICATION, TOGETHER WITH THE APPROPRIATE FEE, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

A PLANNING COMMISSION PUBLIC HEARING SHALL BE SCHEDULED FOLLOWING A DETERMINATION BY THE PLANNING DEPARTMENT THAT THE CONDITIONAL REZONING APPLICATION IS COMPLETE AND MEETS THE REQUIREMENTS OF THE TROY ZONING ORDINANCE.

1. NAME OF THE PROPOSED DEVELOPMENT: BMW KAR WASH INC. dba JAX KAR WASH
2. ADDRESS OF THE SUBJECT PROPERTY: VACANT LAND ON BIG BEAVER
3. CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: O
4. PROPOSED ZONING CLASSIFICATION OF SUBJECT PROPERTY: I-B
5. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88.20.23.401.036
6. APPLICANT:

NAME <u>Todd Gesund</u> COMPANY <u>JAX KAR WASH</u> ADDRESS <u>28845 Telegraph Rd.</u> CITY <u>Southfield</u> STATE <u>MI</u> ZIP <u>48034</u> TELEPHONE <u>248.514.5565</u> E-MAIL <u>Todd@jaxkarwash.net</u>	PROPERTY OWNER: NAME <u>Malik Abdulnoor</u> COMPANY <u>Big Beaver Hospitality Group, LLC</u> ADDRESS <u>2600 Auburn Rd., Suite 240</u> CITY <u>Auburn Hills</u> STATE <u>MI</u> ZIP <u>48226</u> TELEPHONE <u>(248) 419-5556</u> E-MAIL <u>joel@mladings.com</u>
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7. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
VICE PRESIDENT
8. SIGNATURE OF THE APPLICANT [Signature] DATE 7/12/23
9. SIGNATURE OF THE PROPERTY OWNER [Signature] DATE 7/13/23

BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC OF THE REQUEST FOR CONDITIONAL REZONING.

CONDITIONAL REZONING AGREEMENT

This Conditional Rezoning Agreement ("**Agreement**"), is hereby entered into by and between BMW KAR WASH. INC., a Michigan corporation, d/b/a JAX KAR WASH, having its office at 28845 Telegraph Road, Southfield, Michigan 48034 ("**Developer**"), and the CITY OF TROY, a Michigan municipal corporation, having its principal offices at 500 W. Big Beaver Road, Troy, Michigan 48084 ("**City**").

R E C I T A L S :

A. Developer is or will be the fee owner of certain vacant real property located at East Big Beaver Road, Troy, Michigan, as more particularly described on Exhibit A attached hereto (the "**Property**").

B. Developer intends to improve the Property with an automatic car wash.

C. In order to facilitate the development of the Property with an automatic car wash facility, Developer desires to have the Property rezoned from O – Office to IB – Integrated Industrial and Business.

D. Developer offers and agrees to use and develop the Property in accordance with this Agreement and any incorporated documents.

E. Any conditions, representations or promises included in the Agreement have been voluntarily offered by Developer to induce the City to rezone the Property to the proposed classification. Developer and the City agree that the rezoning and the terms of this Agreement provide for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the zoning district to which the Property is to be rezoned, except as otherwise allowed in the Agreement or approved by the appropriate variance; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the Michigan Zoning Enabling Act, MCL 125.3101, et. seq. and Chapter 39, Section 16.04 of the City of Troy Zoning Ordinance. The burden of the conditions on Developer is roughly proportionate to the burdens being created by the

development and the benefit which will accrue to the Property as a result of the requirements represented in the project and/or development.

F. The City of Troy Planning Commission at its _____, 2023 meeting passed a resolution recommending approval to City Council of the Developer's conditional rezoning request to rezone the Property from O – Office to _____, which incorporates Site Plan Approval.

G. The Troy City Council at its meeting on _____, 2023 passed a resolution approving the requested conditional rezoning as recommended by the Planning Commission, and has accepted Developer's offer to enter into this Conditional Rezoning Agreement, which incorporates preliminary site plan approval.

ARTICLE 1

DEFINITIONS AND COVENANTS

1.1 "Conditional Rezoning Agreement Documents" mean Chapter 39, Section 16.04 of the City's Zoning Ordinance, as amended, this Agreement and the Site Plan.

1.2 "Effective Date" means the date of _____, 2023, which is ten (10) days after the execution of this Conditional Rezoning Agreement by the City.

1.3 "Improvements" means (a) acquisition of building permits, (b) submission of required site bonds to the City, or (c) on-site improvements such as site grading, in-ground utility changes, and building staking.

1.4 "Site Plan" means the documents, drawings and submittals for the Property which constitute the site plan and related plans are identified and attached hereto at Exhibit B , as Sheet Nos.: _____.

1.5 "Troy Zoning Ordinance" means Chapter 39 of the Code of Ordinances of the City of Troy.

1.6 "Zoning Enabling Act" means State of Michigan's Act 110 of the Public Acts of 2006, as amended (MCLA §125.3101, et. seq., as amended).

ARTICLE 2

DESCRIPTION OF DEVELOPMENT

2.1 **Development Description.** The development involves the construction of an automatic car wash on the Property.

2.2 **Development Parcel.** The Property is described on Exhibit A, attached hereto, which also constitutes the entire property being rezoned.

2.3 **Development.** The Property shall be developed and improved only in accordance with the Conditional Rezoning Agreement Documents.

ARTICLE 3 CONDITIONS FOR REZONING

3.1 **Rezoning Conditions.** In consideration for the City's rezoning of the Property from its current classification of O – Office to IB – Integrated Industrial and Business, Developer agrees to be bound by the following conditions:

- a. Unless otherwise approved by the City, the use of the Property shall be limited to an automatic carwash.
- b. The Property shall only be developed in accordance with the Site Plans.
- c. Developer shall preserve the existing green space on the north side of the Property, being a minimum of 167 feet, as shown on the Site Plan as “Preserved Area” in its existing natural state and shall not use the Preserved Area for any purpose in connection with the automatic carwash use of the Property.

3.2 **Representation.** Developer represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions placed on the rezoning as set forth in this Agreement.

3.3 **Expiration.** Developer shall be subject to the expiration of the provisions of Section 16.04.E. of the Troy Zoning Ordinance and Section 6.2 of this Agreement.

ARTICLE 4 REZONING

4.1 **Rezoning and Zoning Map Amendment.** Directly after City Council's approval of this Agreement, City Council shall pass a Resolution rezoning the Property from the O - Office zoning classification to the IB – Integrated Industrial and Business classification. That Resolution shall also state that the City's Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE 5 DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5.1 **Right to Develop.** Developer shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents. The Site Plan

included in the Conditional Rezoning Agreement Documents is deemed approved and in compliance with the conditions as stated in Section 3.1.

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

5.3 **Compliance with City Ordinances.** Subject to obtaining any appropriate variances or waivers, Developer shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the Property, including signage.

5.4 **Amendment to Plans.** In the event that during the course of final site plan review, building permit review, or construction and development of the Property the City's Planning Department or Building Department determine that the engineering or building plans, as submitted by Developer, need to vary from the approved Site Plan, then the Building Department and/or Planning Department shall be empowered to administratively approve such change or variance, consistent with City Ordinances and any variances or waivers obtained by Developer, without amending this Agreement, provided that such changes or variances are consistent with the Conditional Rezoning Agreement Documents. Notwithstanding the foregoing, any change that materially affects Section 3.1 of this Agreement shall require an amendment of the Agreement.

5.5 **Minor Site Plan Modifications.** Minor modifications to the Site Plan may be required based on factors discovered during the preparation of civil and/or architectural drawings or in the filed during the construction of the Improvements. Minor modifications to the Site Plan shall be reviewed by City Staff for compliance with the Troy Zoning Ordinance and the intent of this Agreement. A minor modification is defined as any change that does not significantly or substantively alter the Site Plan or the conditions set forth in this Agreement. The determination of whether a change to the Site Plan is a minor modification is at the reasonable discretion of City Staff. If a modification requested is not minor, then the revised Site Plan shall be submitted to the Planning Commission for review and proposed recommendation to City Council for final approval. Any minor modification to the Site Plan must be approved by the City in writing.

ARTICLE 6 THE CITY'S RIGHTS AND OBLIGATIONS

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

6.2 **Expiration.** Conditional Rezoning approval shall expire following a period of two (2) years from the date of recording of this Agreement with the Oakland County Register of Deeds unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the right to use its reasonable discretion in determining if progress has been diligently pursued by Developer or if there is good cause for delay. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development. Notwithstanding the foregoing to the contrary, if any failure or inability of Developer to meet the conditions set forth in Section 3.1 is caused by delay beyond the reasonable control of Developer, such as war, civil insurrection, strike, inclement weather, inability to procure materials or labor, and the like, then Developer shall be given an extension of time to satisfy the aforesaid conditions equal to the period of delay.

6.3 **Enforcement.** The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the City obtains any relief as a result of such litigation, Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit as may be allowed by court rule or as may be ordered by a court of competent jurisdiction.

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

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

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES**

7.1 **City's Representations and Warranties.** The City represents and warrants to Developer as follows:

a. **Authority.** The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof. The City's authority shall be evidenced by appropriate resolutions of the City Council.

b. **Compliance.** The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Troy Zoning Ordinance.

c. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with Developer to bind the City.

d. **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities and signage, and any amendments thereto submitted by Developer.

e. **Use.** The intended land use for the Property is a permissible use under Section 4.15 IB – Integrated Industrial and Business District of the City's Zoning Ordinance.

f. **Validity of Use.** In the event that the Troy Zoning Ordinance is amended such that the use provided for in this Conditional Zoning Agreement for the Property is no longer a permitted use of right in the IB – Integrated Industrial and Business District, the use provided for in this Conditional Rezoning Agreement and continuation of those uses shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 14 of the Zoning Ordinances.

g. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. **Disclosure.** No representation or warranty by the City, or any statement or certificate furnished to Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a

material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

i. **Litigation.** The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

7.2 **Developer's Representations and Warranties.** Developer represents and warrants to the City as follows:

a. **Organization.** Developer is duly organized and validly existing, in good standing, under the laws of the State of Michigan, and has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

b. **Authorization.** The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Developer.

c. **Restraints.** Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Developer's organizational documents, or any agreement to which the Developer is a party or by which it is bound.

d. **Disclosure.** No representation or warranty by Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

e. **Litigation.** Developer has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.

f. **Financial.** Developer is financially able to develop the Property as depicted in the Site Plan and as outlined in this Agreement.

g. **Compliance with Laws.** Developer shall comply with all laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

h. **Taxes and Assessments.** After the Effective Date of this Agreement, the owner of the Property shall pay on or before the date by which penalties are assessed, all real estate taxes and special assessments, if any, levied against the Property.

ARTICLE 8 NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by electronic transmissions to the following addresses:

To City: Planning Director
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3364
 [Email: SavidantB@troymi.gov](mailto:SavidantB@troymi.gov)

With a Copy to: City Attorney
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3320
 [Email: bluhmlg@troymi.gov](mailto:bluhmlg@troymi.gov)

To Developer: Todd M. Gesund
 Jax Kar Wash
 28845 Telegraph Road
 Southfield, Michigan 48034
 Tel: (248) 514-5565
 [Email: todd@jaxkarwash.net](mailto:todd@jaxkarwash.net)

With a Copy to: John D. Gaber
 Williams, Williams, Rattner & Plunkett, P.C.
 380 N. Old Woodward Ave., Suite 300
 Birmingham, Michigan 48009
 (248) 642-0333
 [Email: jdq@wvrplaw.com](mailto:jdq@wvrplaw.com)

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier for next day delivery, two days after mailing by registered or certified mail, or the date of the transmission by electronic means if verified by confirmation. Any party may by notice given under this Conditional Zoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 9 MISCELLANEOUS

9.1 **Non-Liability of City, Officials and Employees.** No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to Developer for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

9.2 **Successors/Provisions Running With the Land.** This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Conditional Zoning Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds by Developer at the expense of Developer, and Developer will provide the Troy City Clerk with a recorded copy of this Agreement within thirty (30) days after approval by City Council. The Site Plan documents, drawings and submittals referenced in Section 2.4 are not required to be recorded and the City shall maintain all official drawings and submittals such documents in its books and records.

9.4 **Complete Agreement.** This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Zoning Agreement and it may not be amended or its terms varied except in writing and signed by the required parties, except for matters pursuant to Section 5.4 above.

9.5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and the provision of the Troy Zoning Code, the provisions of this Conditional Rezoning Agreement shall prevail.

9.6 **Default Remedies of Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured

with due diligence within such period, in which case the City has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, Developer's sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Conditional Zoning Agreement, or other injunctive or equitable relief as may be appropriate.

9.7 **Default Remedies of City.** Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Developer with written notice that Developer has failed to comply with an obligation under this Agreement, and Developer has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case Developer has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of Developer pursuant to this Conditional Rezoning Agreement, or other injunctive or equitable relief as may be appropriate.

9.8 **Third-Party Beneficiaries.** No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

9.9 **Severability.** The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

9.10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Zoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

9.11 **Governing Law.** This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement. Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this

Agreement in any courts other than those within Oakland County, Michigan. Nothing hereunder shall be construed to limit or prohibit Developer to petition or submit land use or zoning requests to the City after the Effective Date.

9.12 **Joint Drafting.** This Conditional Rezoning Agreement has been negotiated by the parties and each party has joined in and contributed to its drafting. Accordingly, there shall be no presumption favoring or burdening any of the parties based upon draftsmanship.

9.13 **Counterparts.** 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.

[signatures on following pages]

This Agreement has been executed by the parties on the date set forth above.

DEVELOPER:

BMW KAR WASH INC. d/b/a JAX KAR WASH, a Michigan limited liability company

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2023, by _____, _____ of BMW Kar Wash Inc., d/b/a Jax Kar Wash, a Michigan corporation, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

CITY:

CITY OF TROY, MICHIGAN,
a Michigan municipal corporation

By: _____
Ethan Baker
Its: Mayor

By: _____
M. Aileen Dickson
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ___ day of _____, 2023, by Ethan Baker, Mayor, on behalf of the City of Troy, a Michigan municipality.

Notary Public
_____ County, Michigan
Acting in _____ County
My Commission expires: _____

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this ___ day of _____, 2014, by M. Aileen Dickson, City Clerk, on behalf of the City of Troy, a Michigan municipality.

Notary Public
_____ County, Michigan
Acting in _____ County
My Commission expires: _____

Prepared by and when recorded return to:
John D. Gaber
Williams, Williams, Rattner & Plunkett, P.C.
380 N. Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land located in the City of Troy, County of Oakland, State of Michigan, described as follows:

Part of the Southeast $\frac{1}{4}$ of Section 23, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Beginning at a point located North 01 degrees 24 minutes 30 seconds East, 102.00 feet from the South $\frac{1}{4}$ corner of said Section 23; thence continuing North 01 degrees 24 minutes 30 seconds East, 550.00 feet; thence South 89 degrees 27 minutes 17 seconds East, 267.91 feet; thence South 01 degrees 24 minutes 02 seconds West, 550.00 feet; thence North 89 degrees 27 minutes 17 seconds West, 267.98 feet to the point of beginning.

Tax Parcel No.: 20-23-401-036

EXHIBIT B

SITE PLAN DOCUMENTS

The Site Plan and related plans referenced in Section 2.4 of the Conditional Rezoning Agreement are identified as follows and attached hereto:

**STATEMENT OF CONDITIONS
CONDITIONAL REZONING
TROY, MICHIGAN**

**BMW Kar Wash Inc., d/b/a Jax Kar Wash
Address: Vacant East Big Beaver Road
Parcel ID No.: 20-23-401-036**

A WRITTEN STATEMENT PREPARED BY THE APPLICANT THAT INCLUDES: (1) A LIST OF CONDITIONS PROPOSED BY THE APPLICANT; (2) CONFIRMS THE CONDITIONAL REZONING AGREEMENT WAS PROPOSED BY THE APPLICANT AND ENTERED INTO VOLUNTARILY; AND (3) CONFIRMS THAT THE PROPERTY SHALL NOT BE USED OR DEVELOPED IN A MANNER THAT IS INCONSISTENT WITH CONDITIONS PLACED ON THE REZONING.

The Applicant proposes that the following conditions be attached by the City to its rezoning of the property subject to this conditional rezoning ("Property") from O - Office and P - Vehicular Parking, to IB-Integrated Industrial and Business:

1. Unless otherwise approved by the City, the use of the Property shall be limited to an automatic car wash.
2. The Property shall only be developed in accordance with the site plans that are recommended for approval by the Troy Planning Commission and approved by the Troy City Council.
3. The Applicant shall preserve the existing green space on the north side of the Property, being a minimum of 167 feet, as shown on the site plan as "Preserved Area" (see attached drawing), in its existing natural state and shall not use the Preserved Area for any purpose in connection with the automatic car wash use of the Property.

The Applicant confirms that the attached Conditional Rezoning Agreement was proposed by the Applicant and entered into voluntarily by the Applicant.

The Applicant represents and confirms that the Property shall not be used or developed in a manner that is inconsistent with conditions placed on the rezoning.

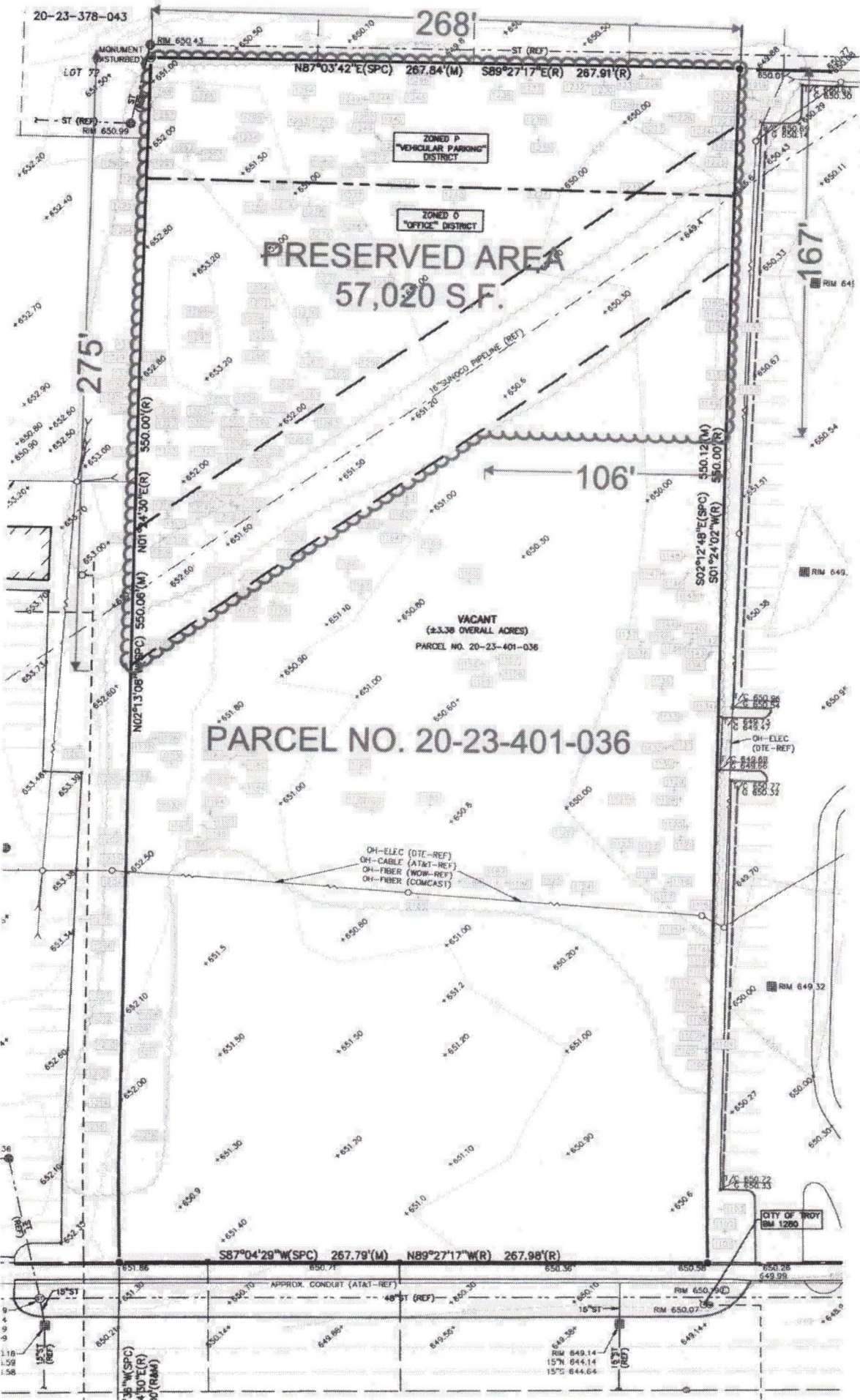
BMW Kar Wash Inc., d/b/s Jax Kar Wash, a Michigan corporation

By: T. M. A.

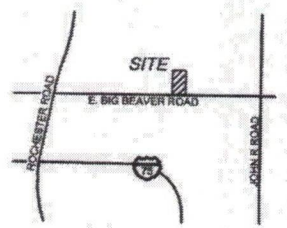
Name: Todd M. Berwick

Title: President

Dated: July 14, 2023



PEA GROUP
 t: 844.813.2949
 www.peagroup.com



CLIENT
CUNNINGHAM LIMP COMPANY
 28970 CABOT DRIVE, SUITE 100
 NOVI, MICHIGAN 48277

PROJECT TITLE
JAX CAR WASH
 VACANT BIG BEAVER ROAD
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN



ORIGINAL ISSUE DATE:
 JULY 13, 2023
 DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO.	23-0101
F.M.	JH
DN.	SWS
DES.	SWS
DRAWING NUMBER:	

C-1.0

**STATEMENT OF COMPATIBILITY
AS PER SECTION 9.03 OF THE ZONING ORDINANCE
SPECIAL USE APPROVAL APPLICATION
TROY, MICHIGAN**

JAX CAR WASH – EAST BIG BEAVER ROAD

**Address: Vacant East Big Beaver Road
Parcel ID No.: 20-23-401-036**

As required by the City's Special Use Approval Application Checklist, below please find the Applicant's responses indicating how its proposed automatic car wash use satisfies the special use approval general standards of Section 9.03 and specific vehicle wash standards of Section 6.29 of the City's zoning ordinance.

SECTION 9.03A SPECIAL USE STANDARDS

- 1. Compatibility with Adjacent Uses. The Special use shall be designated and constructed in a manner harmonious with the character of adjacent property and the surrounding area. In determining whether a Special Use will be harmonious and not create a significant detrimental impact, as compared to the impacts of permitted uses.**

Response - The proposed automatic car wash use is harmonious with the adjacent uses of property in this area of the City. The automatic car wash is a service business to provide for the needs of consumers both in the area and those traveling Big Beaver Road. A car wash will not adversely affect the Balkan American Community Center to the west, or the offices and the San Marino Club to the east of the subject property. These uses represent business and community uses which will not be impacted by the operations of the proposed car wash, which will likely service occupants of the adjacent uses. These are all nonresidential uses located on a major thoroughfare featuring many existing uses that service consumers from Big Beaver Road, just like the proposed car wash.

The proposed conditions of the requested rezoning also ensure the proposed car wash use and development will not detrimentally impact the single-family uses to the north of the subject property. The first condition restricts the use of the subject property to an automatic car wash to ensure the adjacent property owners that no other use will be permitted if the requested rezoning is approved. The second condition limits the development of the site to the proposed site plan submitted, ensuring that the adjacent property owners understand how the site will be developed. The landscape plan provides additional screening in the form of evergreen trees bordering the car wash operation on the north side, to further protect the neighbors from light and noise infiltration. The third condition provides that the rear 167 feet of the property which borders the single-family homes will be preserved in its existing natural wooded and vegetated state, restricted from further use and/or development by the Applicant. This preserved area will also border the back yard of the Balkan American Community Center, where its patrons engage in outdoor activities. Therefore, the conditions to this rezoning proposed by the Applicant make the proposed development harmonious with the residential uses to the north of the subject property by providing the substantial natural buffer to protect against any detrimental impacts.

Further, the automatic car wash is intended to service the adjacent and nearby single-family residents, office and community center patrons, as well as the businesses south of Big Beaver Road in this area. It is very similar in this regard to the Community Business (CB) zoning and uses at the nearby corner of John R and Big Beaver, such as the Kroger store, Walgreens and other stores and restaurants servicing these patrons. Therefore, the automatic car wash will be similar to such other commercial zoning and uses in this vicinity.

The conditions of the proposed car wash use also make such use more harmonious and less detrimental to the residences to the north than an office building which is permitted under the current O - Office zoning of the property. An office building could have a parking lot merely 30 feet from the north property line, with a building as close as 50 feet from the north property line pursuant to Section 4.16 of the zoning ordinance. The proposed car wash building will be located 250 feet from the north property line, and the use will preserve not less than 167 feet of the wood lands adjacent to the north property line in its existing natural condition, without any development. The Applicant submits that the proposed use could therefore have less impact on the neighboring residences than a permitted office building.

For these reasons, the proposed use, with the three (3) conditional rezoning conditions limiting the use and development of the subject property, make the proposed use compatible with the existing uses of the adjacent properties and will not be detrimental to the surrounding properties.

2. Compatibility with the Master Plan. The proposed Special Use shall be compatible and in accordance with the goals and objectives of the City of Troy Master Plan and any associated sub-area and corridor plans.

Response - The City's Future Land Use Map identifies the Property as being located in the "Smart Zone" designation, which is mostly found south of Big Beaver Road, not on the north side of Big Beaver Road, where the subject property is located. The properties located just to the east of the subject property are designated as "Big Beaver Road" by the Master Plan

The proposed car wash, while not a high-tech use contemplated by the Smart Zone designation, is supported in the Smart Zone by virtue of the underlying zoning district required to support many Smart Zone uses. Most of the Smart Zone area in the Master Plan is zoned IB - Integrated Industrial and Business District. This zoning district supports many of the uses described in the Smart Zone designation of the Master Plan. The IB zoning district also supports and permits vehicle washes as a permissible use, subject to obtaining special use approval. Therefore, by being a permissible use in the IB zoning district that facilitates most of the existing and future land uses within the Smart Zone, the proposed use is consistent with the City's Master Plan.

It should also be noted that the subject property, while vacant, is surrounded by existing buildings and is too small to accommodate many of the "campus" features the Master Plan suggests for the Smart Zone. However, the proposed development will feature generous landscaping, with no front yard parking, effective storm water management and quality building materials, which are compliant with the Smart Zone design standards. The proposed development will also comply with various Smart Zone building design elements. For example, the exterior elevation of the

building incorporates design elements at various heights, with durable maintenance-free materials in a timeless neutral color scheme, and the entrance is highlighted with a large area of glazing with signage for the public use portion of the building.

It also appears to be somewhat of an anomaly that the area where the subject property is located is designated Smart Zone, as it is practically surrounded by properties on the north side of Big Beaver Road with the Big Beaver Road designation and the Public and Quasi-Public designation of the Future Land Use Map. The Big Beaver Road designation in part highlights mixed uses to service existing and new residential development. Such objective is evidenced by the restaurants and retail shopping center, hockey rink and San Marino Club to the east of the subject property. The proposed car wash use is a use that also fits in the Big Beaver Road for a mixture of uses, to service nearby residential communities within the City, as well as vehicles traveling the major arterial Big Beaver Road.

3. **Traffic Impact.** The proposed Special Use shall be located and designed in a manner which will minimize the impact of traffic, taking into consideration: pedestrian access and safety; vehicle trip generation (i.e. volumes); types of traffic, access location, and design, circulation and parking design; street and bridge capacity and, traffic operations at nearby intersections and access points. Efforts shall be made to ensure that multiple transportation modes are safely and effectively accommodated in an effort to provide alternate modes of access and alleviate vehicular traffic congestion.

Response – The proposed site plan provides for efficient and safe vehicular traffic circulation on site. The size of the site allows for the use of one-way vehicle circulation throughout the entire site, minimizing vehicle conflicts. There are separate one-way entrance and exit drives to Big Beaver Road, which are located at the east and west ends of the site respectively. Such design is intended to maximize vehicle circulation and minimize vehicle conflicts. The vacuums are located on a one-way drive to enhance safety. Parking on-site is primarily for employees, and will be located off the west one-way drive which exits onto Big Beaver Road. The parking area will therefore have little activity, making this a safe location to isolate parking.

A pedestrian pathway will be installed along Big Beaver Road, with a sidewalk along the side of the building, to provide for safe pedestrian access where needed on the site.

Big Beaver Road is a major arterial which is designed to accommodate the traffic generated by the businesses, offices and other uses located on this corridor. With the in-fill development on Big Beaver Road over the past few years, the City has accommodated a substantial amount of development that increases traffic generation. Much of the traffic generated by the proposed car wash will be pass-by traffic, meaning travelers already on Big Beaver Road for other purposes will visit the site for a car wash, as opposed to dedicated trips to the car wash by area residents and other occupants. The proposed car wash services individual vehicles, so alternative modes of transportation would not apply to the proposed development.

4. **Impact on Public Services.** The proposed Special Use shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewerage

facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.

Response – The site borders Big Beaver Road, which is a major arterial roadway intended to service the uses and developments located on this roadway. The site is sufficiently serviced by all public utilities from Big Beaver Road. Storm water will be maintained by an underground detention system, flowing to the public storm sewer in Big Beaver Road. Jax practices environmentally friendly waste water discharge practices by filtering used water through a filter/sedimentation tank before discharge, and much of it is recycled for reuse in the car wash. A landscaped pathway will be provided along Big Beaver Road, with a sidewalk from the pathway through the development. The Applicant believes that the property is properly serviced by the existing public facilities and services and will not cause any unreasonable burden upon such facilities and services.

5. Compliance with Zoning Ordinance Standards. The proposed Special Use shall be designed, constructed, operated and maintained to meet the stated intent of the zoning districts and shall comply with all applicable ordinance standards.

Response – If the property is rezoned to IB – Integrated Industrial and Business, the proposed development should meet all applicable ordinance standards, including the use regulations and dimensional requirements and supplemental district standards of Section 4.15 of the zoning ordinance.

6. Impact on the Overall Environment. The proposed Special Use shall not unreasonably impact the quality of natural features and the environment in comparison to the impacts associated with typical permitted uses.

Response – Being subject to the conditions in the conditional rezoning, the proposed car wash will result in the preservation of the rear 167 feet of the site in its natural state, preserving the existing trees and vegetation on site, and limiting the footprint of the development to the front of the site. An office development, permitted under the current O - Office zoning of the property could easily have a parking lot merely 30 feet from the north property line, with a building as close as 50 feet from the north property line pursuant to Section 4.16 of the zoning ordinance, and would not preserve the existing natural features. Such office development would likely require more impervious surface area be installed for both the building footprint and the parking servicing such building. The office development would therefore negatively impact the quality of natural features that currently exist on the property, while the proposed development would preserve existing trees, vegetation and other natural features.

7. Special Use Approval Specific Requirements. The general standards and requirements of this Section are basic to all uses authorized by Special Use Approval. The specific and detailed requirements relating to particular uses and area requirements must be also satisfied for those uses.

Section 6.29 of the zoning ordinance provides specific standards for automatic car washes, which are satisfied as set forth below:

- A. The minimum lot size required for automobile or carwash establishments shall be fifteen thousand (15,000) square feet.**

Response - The property is approximately 148,000 square feet (3.4 acres), substantially in excess of the required minimum lot size.

- B. All washing activities shall be carried on within a building. Vacuuming activities shall be located at least fifty (50) feet from adjacent residentially zoned or used property.**

Response – All car washing activities will occur within the building. Vacuums on site are located more than 250 feet from the single-family homes to the north.

- C. Automatic carwash facilities shall have a mechanical dryer operation at the end of the wash cycle.**

Response – A mechanical air drying system that is computer controlled and energy efficient will be provided at the end of the wash cycle facing Big Beaver Road.

- D. All automatic carwash facilities must provide a demonstrated means at the exit ramp for each wash bay to prevent pooling of water or freezing.**

Response – The exit ramp has a heating system installed in the concrete exit drive, which together with the proper grading of the property and pitch of the paving prevents water from pooling or freezing.

SECTION 9.03B – OTHER FACTORS TO BE CONSIDERED

- 1. The nature and character of the activities, processes, materials, equipment, or conditions of operation; either specifically or typically associated with the use.**

Response – The proposed automatic car wash provides for all washing activities to occur within the enclosed building, thereby minimizing noise and any other adverse impacts on the neighboring properties. The public can utilize the free vacuums located next to the building. The vacuum turbines are located inside the building, so as to minimize noise impacts.

- 2. Vehicular circulation and parking areas.**

Response – The size of the site allows for the use of one-way vehicle circulation throughout the entire site, minimizing vehicle conflicts. There are separate one-way entrance and exit drives to Big Beaver Road, which are located at the east and west ends of the site respectively. Such design is intended to maximize vehicle circulation and minimize vehicle conflicts. The vacuums are also located on a one-way drive to enhance safety. Finally, the parking is located in a single area along a one-way drive at the west side of the site, except for the ADA parking spaces located next to the building.

3. Outdoor activity, storage and work areas.

Response – Outdoor activities on site will be limited. There are the three (3) automatic pay stations at the east side of the site. The free vacuums are located in a dedicated area on a one-way drive next to the building. Hand towel drying will be located at the exit of the building, which is a hallmark of all Jax car washes that its customers expect and appreciate.

4. Hours of operation.

Response – Jax typically operates 7:00 a.m. to 8:00 p.m. Monday – Saturday, and 8:00 a.m. to 6:00 p.m. on Sunday. Jax would like the flexibility to operate from 7:00 a.m. to 9:00 p.m. if market conditions justify such hours of operation.

5. Production of traffic, noise vibration, smoke, fumes, odors, dust, glare and light.

Response – Big Beaver Road is a major arterial which is designed to accommodate the traffic generated by the businesses, offices and other uses located on this corridor. With the in-fill development on Big Beaver Road over the past few years, the City has accommodated a substantial amount of development that increases traffic generation. Much of the traffic generated by the proposed car wash will be pass-by traffic, meaning travelers already on Big Beaver Road for other purposes will visit the site for a car wash, as opposed to dedicated trips to the car wash by area residents and other occupants.

The Applicant does not anticipate the creation of any noise vibration, smoke, fumes or odors generated from its car wash operations.

With respect to dust, the vacuums could be the only concern. To alleviate this concern, the main vacuum filter/separators where any dust may be generated will be located inside the building.

Glare and light to the neighboring residential neighbors to the north will be mitigated by the building and site activity being limited to the south portion of the site. The building is located approximately 250 feet from the north property line and the vehicle drives are located no closer than 178 feet from the north property line. As a condition to the rezoning, the portion of the property located north of the driveway will be preserved in its natural state with trees and other vegetation acting as a screen and a buffer for the residential neighbors to the north. Additionally, evergreen trees will be included in the landscape plan adjacent to the north driveways to add an additional layer of protection from vehicle lights. The site lighting will all be directed toward the building, away from the residential neighbors, and should be barely visible, if at all.

BMW Kar Wash Inc., d/b/s Jax Kar Wash, a Michigan corporation

By: T.M. Beard

Name: Todd M Beard

Title: Vice President

Dated: July 14, 2023

**STATEMENT IN SUPPORT OF
CONDITIONAL REZONING APPLICATION
TROY, MICHIGAN**

JAX CAR WASH – EAST BIG BEAVER ROAD

Address: Vacant East Big Beaver Road

Parcel ID No.: 20-23-401-036

A STATEMENT INDICATING WHY, IN THE OPINION OF THE APPLICANT, THE REZONING REQUESTED IS CONSISTENT WITH THE MASTER PLAN, AND WHY SUCH A REZONING IS CONSISTENT WITH ADJACENT ZONING DISTRICTS AND USES, AND WILL NOT BE DETRIMENTAL TO THE PROPERTY OF OTHER PERSONS LOCATED IN THE VICINITY

I. THE REZONING REQUESTED IS CONSISTENT WITH THE CITY'S MASTER PLAN.

The City's Future Land Use Map identifies the Property as being located in the "Smart Zone" designation, which is mostly found south of Big Beaver Road, not on the north side of Big Beaver Road, where the subject property is located. The properties located just to the east of the subject property are designated as "Big Beaver Road" with "Public or Quasi Public" to the west.

The proposed car wash, while not a high-tech use contemplated by the Smart Zone designation, is supported in the Smart Zone by virtue of the underlying zoning district required to support many Smart Zone uses. Most of the Smart Zone area in the Master Plan is zoned IB – Integrated Industrial and Business District. This zoning district supports many of the uses described in the Smart Zone designation of the Master Plan. The IB zoning district also supports and permits vehicle washes as a permissible use, subject to obtaining special use approval. Therefore, by being a permissible use in the IB zoning district that facilitates most of the existing and future land uses within the Smart Zone, the proposed use is consistent with the City's Master Plan.

It should also be noted that the subject property, while vacant, is surrounded by existing buildings and is too small to accommodate many of the "campus" features the Master Plan suggests for the Smart Zone. However, the proposed development will feature generous landscaping, with no front yard parking, effective storm water management and quality building materials, which are compliant with the Smart Zone design standards. The proposed development will also comply with various Smart Zone building design elements. For example, the exterior elevation of the building incorporates design elements at various heights, with durable maintenance-free materials in a timeless neutral color scheme, and the entrance is highlighted with a large area of glazing with signage for the public use portion of the building.

It also appears to be somewhat of an anomaly that the area where the subject property is located is designated Smart Zone, as it is practically surrounded by properties with the Big Beaver Road designation and the Public and Quasi-Public designation of the Future Land Use Map. The Big Beaver Road designation in part highlights mixed uses to service existing and new residential

development. Such objective is evidenced by the restaurants and retail shopping center, hockey rink and San Marino Club to the east of the subject property. The proposed car wash use is a use that also fits in the Big Beaver Road for a mixture of uses, to service nearby residential communities within the City, as well as vehicles traveling the major arterial Big Beaver Road.

II. THE REZONING REQUESTED IS CONSISTENT WITH ADJACENT ZONING DISTRICTS AND USES.

A. Compatibility With Adjacent Zoning Districts

A rezoning to the IB district would be compatible with the adjacent zoning districts when considering the restricted use proposed. With a conditional rezoning, the proposed rezoning would approve only the use of the subject property for an automatic car wash, which is a condition being offered by the Applicant. Therefore, this rezoning criteria should properly be viewed as whether the proposed automatic car wash (not all potential IB uses) would be consistent with adjacent zoning districts and uses.

The requested IB rezoning would be compatible with the zoning of the properties located south of Big Beaver Road, since they are currently zoned IB as well, making the requested rezoning merely an extension of the IB district, similar to what the City did with the Smart Zone Master Plan designation. With respect to compatibility with the adjacent office zoning to the east and west of the subject property, the rezoning restricted to the car wash use is a commercial zoning classification, which is similar to office zoning, as office uses are often present in business and commercial zones. The requested rezoning is compatible with the single-family residentially zoned property to the north because there are several properties zoned GB – General Business in the City that border single-family residentially zoned properties. The automatic car wash use is a use that is permitted in GB zoning districts in the City, and is therefore not unlike the mixture of commercial businesses located elsewhere in the City with GB zoning that border single-family zoning districts.

B. Compatibility With Adjacent Uses

The proposed automatic car wash use is also compatible with the adjacent uses of property in this area of the City. The automatic car wash is a service business to provide for the needs of consumers both in the area and those traveling Big Beaver Road. A car wash will not adversely affect the Balkan American Community Center to the west, or the offices and the San Marino Club to the east of the subject property. These uses represent business and community uses which will not be impacted by the proposed car wash, which will likely service occupants of the adjacent uses. These are all public, office or commercial-type uses located on a major thoroughfare featuring many existing uses that service consumers from Big Beaver Road, just like the proposed car wash.

The proposed conditions of the requested rezoning also make the proposed car wash use compatible with the single-family uses to the north of the subject property. The first condition restricts the use of the subject property to an automatic car wash to ensure the adjacent property owners that no other use will be permitted if the requested rezoning is approved. The second condition limits the development of the site to the proposed site plan submitted, ensuring that the adjacent property owners understand how the site will be developed. The third condition provides

that the rear of the property, a minimum of 167 feet, which borders the single-family homes will be preserved in its existing natural state, restricted from further use and/or development by the Applicant. This preserved area will also border the back yard of the Balkan American Community Center, where its patrons engage in outdoor activities. Therefore, the conditions to this rezoning proposed by the Applicant make the proposed use compatible with the residential uses to the north of the subject property by providing the substantial natural buffer to protect against any detrimental impacts.

Further, the automatic car wash is intended to service the adjacent and nearby single-family residents, office and community center patrons, as well as the businesses south of Big Beaver Road in this area. It is very similar in this regard to the Community Business (CB) zoning and uses at the corner of John R and Big Beaver, such as the Kroger store, Walgreens and other stores and restaurants servicing these patrons. Therefore, the automatic car wash will be similar to such other commercial zoning and uses in this vicinity.

For these reasons, the conditional rezoning requested to the IB district, with the three (3) conditions limiting the use and development of the subject property, make the requested rezoning consistent and compatible with the current zoning and the existing uses of the adjacent properties.

III. THE REZONING REQUESTED WILL NOT BE DETRIMENTAL TO THE PROPERTY OR OTHER PERSONS LOCATED IN THE VICINITY.

As discussed above, the automatic car wash will benefit area residents, tenants, employees and others, by providing a convenient opportunity for a quality car wash in this area. The automatic car wash will not be detrimental to area property owners or occupants because the conditions offered restrict the use to an automatic car wash, limit development to the approved site plan, and provide that the 167 feet at the rear of the property will be maintained in its current natural condition, preserving trees and other vegetation. Additional screening in the form of evergreen trees will be planted south of the preserved area as shown on the landscape plan, to further protect the neighbors from light and sound infiltration. The rezoning would be subject to these conditions proposed by the Applicant, which would ensure these protections.

Additionally, traffic generated should not be a concern because Big Beaver Road is a major thoroughfare capable of accommodating the traffic for the proposed car wash, much of which will be pass-by traffic.

BMW Kar Wash Inc., d/b/s Jax Kar Wash, a Michigan corporation

By: T.M. Berund

Name: Vice President

Title: Todd M. Berund

Dated: July 14, 2023

April 14, 2023

TO:

Mr. Brent Savidant
Community Development Director
City of Troy – Planning Department
500 W Big Beaver Road, Troy, MI 48084

Dear Mr. Savidant,

This letter represents several residents of West Oak subdivision that will be affected by the proposed development of a Jax Kar Wash ("Jax") on the City of Troy Parcel (88) 20-23-401-036.

We sincerely appreciate that you advised Jax to speak with the residents affected by their proposed development. Several of us met with Mr. Todd Gesund representing Jax on March 28th, 2023 to see their plans and renderings of the proposed development. We disagree with their point of view that this development will have a 'positive effect' on the property and our neighborhood.

Below are some of our concerns:

1. **Traffic flow on WB Big Beaver.** We were delighted when the City of Troy invested in adding lanes and improvements to the Big Beaver corridor. This improves the city's image and traffic flow along this signature artery of Troy. A car wash with its day long and week long ingress and egress of vehicles will impede this flow, more than an office or residential development would.
2. **Inconsistent Image.** A car wash is an industrial operation at best and is not consistent with the overall image of the Big Beaver corridor that we believe the city is planning for. We believe this development will have an adverse effect on a residential property values in the vicinity of Jax.
3. **Unnecessary for community needs.** To the extent a rezoning of the parcel is warranted, a car wash seems unnecessary for our community needs. There are plenty of car wash locations within a short drive from this location – Pro Car Wash at 3688 Rochester Rd and 3785 Rochester Rd.; Metro Auto Wash and Al's Car Wash on Big Beaver just east of Dequindre Rd; Paul's Auto Wash at 1350 Livernois; Your Car Wash at 366 W Maple; Express Car Wash at 1300 W Maple; and many more.
4. **Noise Level:** Jax will incorporate many above-ground equipment (pumps, blowers, etc.) that will be a constant source of noise, not to mention the several vacuuming stations that will have their own noise and potential for customers with loud car stereos. We disagree with Jax assertion that this noise will be no worse that the road noise from Big Beaver.

We sincerely hope that your office will take our concerns into account as you consider the rezoning and other development proposals from Jax.

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We respectfully ask that our subdivision residents be notified if there is an opportunity for us to add our concerns to any decision consideration by the City government. The individuals named below can be contacted to represent the residents whose signatures accompany this letter.

Sincerely,

Moorthy Vivek; 1482 Hartland Dr.; mvivek65@yahoo.com; 248-568-4874

Narendra Madurkar; 1494 Hartland Dr.; nmadurkar@yahoo.com; 248-925-7025

Makarand Phadke; 1470 Hartland Dr.; makarand.phadke@gmail.com; 248-633-3101

Alan Zhang; 1506 Hartland Dr.; szhang1@yahoo.com; 248-835-9941








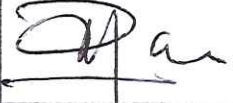


Lokesh Jayachandran, 1530 Hartland Dr.; kjlokesh@yahoo.com; 248-872-1689

And West Oak subdivision home owners

Encl:

Names and signatures of West Oak residents supporting this letter of concern




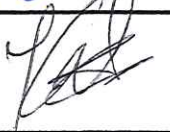
Petition to City of Troy to deny Jax Kar Wash near 1451 E. Big Beaver Rd from Hartland St. Home Owners

No:	Name	Address	Signature
1	S RIPRASANNA. NALAMATI	1206 HARTLAND DR, TROY, MI 48083	
2	BALWINDER CHANA	1207 HARTLAND DR, TROY, MI, 48083	
3	RAMI BASTI	1218 HARTLAND TROY 48083	
4	ARCHANA PANDEY	1231 HARTLAND Drive Troy	
5	Golda Lazar	1243 HARTLAND Drive, Troy	
6	VINU MURUGAN	1255 HARTLAND DR. TROY	
7	BALA THIRUKUMARAN	1278 HARTLAND DV TROY	
8	KARTHIK SAMYEL	1267 HARTLAND	
9	LAKSHMI VARADARAJAN	1266 HARTLAND DR TROY	
10	GOPINEELAM	1290 HARTLAND DR TROY	










Petition to City of Troy to deny Jax Kar Wash near 1451 E. Big Beaver Rd from Hartland St. Home Owners

No:	Name	Address	Signature
11	SHYAM ALEPALLY	1302 HARTLAND DR, 48083	A.S. Alepally
12	SATYANARAYANA RAO	1314 " " "	Chao
13	AMALAN LEON	1326 HARTLAND DR, TROY MI - 48083	Amalan
14	Michael Christie	1327 Hartland, TROY 48083	Michael Christie
15	Roshni Patel	1339 Hartland Drive ^{Troy, MI 48083} St	Roshni Patel
16	VIVEK SARADA	1351 HARTLAND DR. TROY, MI 48083	Vivek Sarada
17	XIN WEN	1338 HARTLAND DR. TROY MI	Xin Wen
18	SANDER GADG	1362 HARTLAND DR TROY MI	Sander Gadg
19	RAJESH GARG	1363 HARTLAND DR TROY MI	Rajesh Garg
20	GANSHI TETALI	1374 HARTLAND DR TROY MI	G. Ganesh Tetali

Petition to City of Troy to deny Jax Kar Wash near 1451 E. Big Beaver Rd from Hartland St. Home Owners

No:	Name	Address	Signature
21	SRINIVAS GOWDA	1386 HARTLAND ST TROY MI 48083	Smithe Gowde
22	BARAJA KAMANATH	1398 HARTLAND ST TROY MI 48083	Sarala R
23	George NAM	1399 HARTLAND 48083	
24	Shalby Aikaraj	1410 Hartland 48083	Shalby
25	ABRAHAM JOHN	1411 Hartland 48083	
26	Noble Thomas	1422 Hartland Dr Troy, MI 48083	Noble Thomas
27	Chandra Siddharthan	1446 Hartland Dr, Troy, MI 48083	
28	Ken Chiew	1458 Hartland Dr, Troy, MI 48083	
29	MOORTHY VIVEK	1482 HARTLAND DR, TROY, 48083	V. V. Vivek
30	Narendra Madurkar	1494 Hartland Dr, Troy, 48083	N. Madurkar

Petition to City of Troy to deny Jax Kar Wash near 1451 E. Big Beaver Rd from Hartland St. Home Owners

No:	Name	Address	Signature
31	LOKESH JAYACHANDRAN	1530 HARTLAND DR, TROY, MI-48083	
32	SHKELQIM RUMI	1542 HARTLAND DR TROY MI 48083	
33	SANJAY DIXIT	1590 HARTLAND DR TROY MI 48083	
34	PRIYA SAKORIKAR	1614 HARTLAND DR TROY MI 48083	
35	Xin Liu	1603 Hartland Dr. Troy, MI 48083	
36	AMIT ARORA	1591 Hartland Dr, Troy, MI-48083	
37	Nandkishor Whild	1518 Hartland Dr. Troy, MI-48083	
38	Alan Zhang	1506 Hartland Troy, MI 48083	
39	Dayakar Battepati	1471 Hartland Troy, MI 48083	
40	Suresh Gajula	1483 Hartland Troy MI 48083	