



TROY CITY COUNCIL

REGULAR MEETING AGENDA

JUNE 9, 2025

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Nastasi", with a large, sweeping flourish at the end.

Frank Nastasi
City Manager



Chapter 14A – Elected and Appointed Persons' Ethics Ordinance Section 14.3 Annual Training and Acknowledgement

We, the undersigned Members of Troy City Council, have reviewed *Chapter 14A – Elected and Appointed Persons' Ethics Ordinance*, understand its contents, and agree to be bound by its provisions.

Signed this 25th day of November, 2024.



Mayor Ethan Baker



Council Member Theresa Brooks




Council Member Rebecca Chamberlain-Creanga



Council Member Hirak Chanda



Mayor Pro Tem Mark Gunn



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

June 9, 2025 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast

or on Local Access Cable Channels

(WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: Pastor Debbie Stottele from Troy Church of the Nazarene **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

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C-1 St. Nicholas Greek Orthodox Church Opa Fest Presentation 1

C-2 Proclamation to Honor the Winners of the 4th Troy Public Library Card Design Contest (*Presented by: Ethan Baker, Mayor*) 1

C-3 Presentation of Schematic Design and Opinion of Probable Cost for New Library Facility (*Presented by: Peter Bolek, President and Director of Design, HBM Architects, LLC*) 1

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D-1 No Carryover Items 1

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INVOCATION: Pastor Debbie Stottele from Troy Church of the Nazarene

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of June 9, 2025, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 St. Nicholas Greek Orthodox Church Opa Fest Presentation

C-2 Proclamation to Honor the Winners of the 4th Troy Public Library Card Design Contest (*Presented by: Ethan Baker, Mayor*)

C-3 Presentation of Schematic Design and Opinion of Probable Cost for New Library Facility (*Presented by: Peter Bolek, President and Director of Design, HBM Architects, LLC*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Planned Unit Development (PUD021 JPLN2024-0012) – Proposed Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North Side of Big Beaver, West Side of Coolidge (3100 W. Big Beaver; PIN 88-20-19-476-002, 88-20-19-476-003 and 8820-19-430-004), Section 19, Presently Zoned PUD (Planned Unit Development Zoning District (*Introduced by: Ben Carlisle, Carlisle Wortman*))

Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

WHEREAS, The applicant Forbes Frankel Troy Ventures LLC submitted a Conceptual Development Plan application for a Planned Unit Development, located on the northwest corner of Big Beaver and Coolidge, in Section 19, approximately 40 acres in area; and,

WHEREAS, The applicant also submitted a Preliminary Development Plan application for Phase 1A of the proposed Planned Unit Development, including internal roads and utilities; and,

WHEREAS, The Concept Development Plan proposes multiple phases for a mixed-use development including up to 500,000 square feet office, up to 300,000 square feet of retail, up to 750 residential units and up to 250 hotel rooms and open space public amenities; and,

WHEREAS, The Concept Development Plan contemplates the development of up to 17 acres of the site by U of M Health, a constitutional corporation per the Michigan Constitution; and,

WHEREAS, The Concept Development Plan will be implemented through submittal of Preliminary Development Plans for each phase of development; and,

WHEREAS, Each Preliminary Development Plan will require a Planning Commission public hearing and City Council public hearing prior to approval; and,

WHEREAS, The proposed Concept Development Plan meets the Standards for Approval set forth in Section 11.03.

THEREFORE, BE IT RESOLVED, That the Concept Development Plan for the proposed Somerset West Planned Unit Development be **APPROVED**.

BE IT FURTHER RESOLVED, That the Preliminary Development Plan for Phase 1A of the Somerset West Planned Unit Development be **APPROVED**.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the attached Planned Unit Development Agreement; and the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the Planned Unit Development Agreement for Somerset West Planned Unit Development on behalf of the City; a copy shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to record the executed Somerset West Planned Unit Development Agreement with the Oakland County Register of Deeds.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the petitioner to submit the Final Development Plan for Phase 1A pursuant to Section 11.08 of Chapter 39.

Yes:

No:

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. ***NOTE TO THE PUBLIC:*** *City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.*

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Historic District Commission, Zoning Board of Appeals

a) Mayoral Nominations:

Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

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

Global Troy Advisory Committee

Appointed by Mayor

12 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan		11/8/2027	Council Member
Bica-Grodsky	Lisa	9/23/2025	10/30/2026	
Cheriguene	Sadia	10/20/2024	10/30/2026	
Chezick	Edward	12/20/2024	10/30/2025	

Fakhoury	Awni	9/28/2023	10/30/2027	
Gunasekar	Vinaya	1/8/2026	7/31/2024	Student - Graduates 2025
Mohideen	Syeda	9/28/2023	10/30/2027	
Natcheva	Daniela	11/8/2021	10/30/2025	
Noguez-Ortiz	Carolina	12/20/2024	10/30/2025	BRA exp 4/30/2026
Sekhri	Suneel	11/5/2023	10/30/2027	
Vacancy			10/30/2025	MiVida Burrus resigned 5/22/2025
Vacancy			10/30/2026	Philippe Cicchini resigned 3/25/2025
Zhou	Yudong	12/7/2024	10/30/2025	

Nominations to the Global Troy Advisory Authority:**Term Expires: 7/31/2025****Student**

Term currently held by: Vinaya Gunasekar

Term Expires: 10/30/2025

Term currently held by: Vacancy – MiVida Burrus resigned

Term Expires: 10/30/2026

Term currently held by: Vacancy-Philippe Cicchini resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Batool	Syeda	3/5/2026	
Comiskey	Ann M.	12/22/2026	
Devulapalli	Ramachandram	8/29/2026	
Dicker	Susanne Forbes	12/26/2026	
Haight	Michelle	10/8/2025	
Lee	Seojin Sarah	4/21/2025	Student – Graduates 2026
Marshall	Everett	1/3/2027	Student – Graduates 2027
Mehta	Susheilla	1/20/2025	
Rao	Rishi	5/21/2026	Student – Graduates 2025

Local Development Finance Authority (LDFA)

Appointed by Mayor
 5 Regular Members
 Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2027	Resident Member	
Baker	Ethan		City Council Term	Alternate; City Council	City Council exp. 11/2027; DDA; GTAC, LDFA
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/2025
Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	4/4/2026	6/30/2028	Resident Member	
Smieliauskas	Fabrice	4/9/2026	6/30/2028	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2027	Resident Member	Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023)

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027

Resident Member

Term currently held by: Vacant – N. Vitale resigned 7/17/21

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Faiz	Iqbal	6/7/2025	
Frisen	Sande	1/2/2027	BCBA exp 1/1/2030
Murrish	Dale	2/6/2027	
Vassallo	Joseph	10/16/2026	Brownfield Redev Auth exp 4/30/27

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

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

Historic District Commission

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Adams	John Howard	3/5/2026	5/15/2027		BOR exp 1/31/26; HDC exp 5/15/27
Chambers	Barbara	1/18/2025	3/1/2026	HC Recommendation	
Emerson	Rosalyn	9/2/2026	3/1/2026		
Murrish	Dale	2/6/2027	5/15/2027		
Rahman	Sadek	10/15/2022	3/1/2026		
Swaminathan	Abi	9/2/2025	5/15/2027		
Vacancy			3/1/2025	W. Kent Voigt (Deceased)	

Nominations to the Historic District Commission:

Term Expires: 3/1/2028

Term currently held by: Vacancy - W. Kent Voigt (Deceased)

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Frisen	Sande	1/2/2027	Architectural Engineer	BCBA exp 1/1/2030

Zoning Board of Appeals

Appointed by Council
7 Regular Members; 2 Alternates
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Bossenbroek	Michael	3/7/2025	4/30/2026		

Chambers	Barbara	1/23/2026	1/31/2027	Alternate; Historic Dist exp 3/1/2026; HDSC	
Desmond	Thomas	5/6/2026	4/30/2027		
Eisenbacher	David	3/21/2027	4/30/2025		Requests Reappointment
Forster	Jeffrey	1/22/2026	1/31/2027	Alternate; Personnel Bd exp 4/30/27; ZBA Alt exp 1/31/27	
Fox	Tyler	6/15/2024	12/31/2025	PC Rep on ZBA	
Green	Aaron	4/1/2027	4/30/2025		Requests Reappointment
Kenkre	Mahendra	4/10/2026	4/30/2027		
McCauley	James	3/7/2025	4/30/2026		

Nominations to the Zoning Board of Appeals:**Term Expires: 4/30/2028**

Term currently held by: David Eisenbacher

Term Expires: 4/30/2028

Term currently held by: Aaron Green

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Frisen	Sande	1/2/2027	Architectural Engineer
Hashmi	Amin	7/31/2025	
Sabaj	Noah	2/28/2026	
Walters	Kelly	11/27/2025	

Yes:

No:

I-3 No Closed Session Requested**I-4 Bid Waiver - Troy Downtown Development Authority Landscape Improvements to Big Beaver and I-75 Upper Embankments (*Introduced by: Kurt Bovensiep, Public Works Director*)****Suggested Resolution**

Resolution #2025-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the I-75/Big Beaver Landscape Improvements Upper Embankments to *Warren Contractors & Development, Inc., of Shelby Township, MI*, for an amount not to exceed \$1,799,720.33 at unit prices contained in the 2025 cost proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to *OHM Advisors, of Livonia, MI*, for Construction Administration, Construction Observation, Construction Layout, and Field Testing for an estimated total cost of \$225,000 at unit prices contained in the attached proposal; not to exceed budgetary limitations; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a project contingency amount of \$300,000; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

Yes:

No:

I-5 Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Firefighters Park Sprague Drain Habitat Improvement and Budget Amendment
(Introduced by: Kurt Bovensiepe, Public Works Director)

Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Firefighters Park Sprague Drain Habitat Improvement to low bidder meeting specifications, *V.I.L. Construction, Inc of Sterling Height, MI* at unit prices contained in the bid tabulation with the Value Engineered quantities, opened June 12, 2024, for an estimated total cost of \$1,376,525.00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services to Hubbell, Roth, and Clark, Inc (HRC) at unit prices contained in the attached proposal for an estimated total cost of \$163,846.00; not to exceed budgetary limitations; a copy of the proposal shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a project contingency amount of \$101,223.00; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Budget Amendment to the Drains Capital Fund for \$1,003,839.00

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed bid and proposal documents, including bonds, insurance certificates and all other specified requirements.

Yes:

No:

I-6 2025 City Council Meeting Schedule (Introduced by: Frank Nastasi, City Manager)Suggested Resolution

Resolution #2025-06-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on the following date at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, June 30, 2025

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes:

No:

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for DiscussionSuggested Resolution

Resolution #2025-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:

No:

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Suggested Resolution
Resolution #2025-06-

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Minutes-Draft – May 19, 2025

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 1: Award to Low Bidder Contract 25-06 – Sections 29 and 34 Pavement Rehabilitation**

Suggested Resolution
Resolution #2025-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-06, Sections 29 & 34 Pavement Rehabilitation, to *Pro-Line Asphalt Paving Corporation, 11797 29 Mile Road, Washington, MI 48095*, for their low bid of \$1,174,919.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 30% of the original bid cost.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder Contract 25-07 – Sections 16, 18 and 21 Pavement Rehabilitation**

Suggested Resolution
Resolution #2025-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 25-07, Sections 16, 18 and 21 Pavement Rehabilitation, to *Florence Cement Company, 51515 Corridor, Shelby Twp., MI 48315*, for their low bid of \$1,504,666.20.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 20% of the original bid cost.

- c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Police Department and Department of Public Works Streets Equipment Garage and Fleet Garage Roof Replacements, and Standard Purchasing Resolution**

4: Oakland County Extended Purchasing Contract – Fleet Garage Smoke Hatch Replacements

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council hereby **AWARDS** contracts for roof replacements for the Police Department and the Department of Public Works Streets Equipment Garage and Fleet Garage to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated combined cost of \$800,600 at unit prices contained in the bid tabulation opened May 15, 2025 a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations, and Troy City Council hereby **AWARDS** a contract to *Garland-DBS, Inc. of Cleveland, OH* as per the OMNIA Partners Cooperative Purchasing Contract #R230401 for \$1,375,065.98; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for smoke hatch replacements for the Department of Public Works Fleet Garage to *National Restoration of Milford, MI* for an estimated cost of \$78,486 as per the Oakland County Extended Purchasing Cooperative Contract #009849 as detailed in the attached proposal a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed contract documents, including bonds, insurance certificates and all other specified requirements.

J-5 Appointment of SOCRRA Representative and Alternate Representative

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiepe, Public Works Director as the SOCRRA Representative and Ashely Tebedo, Administrative Services Manager as the Alternate SOCRRA Representative with terms expiring on June 30, 2026.

J-6 Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Walnut Lake No. 1 - Prepayment

Suggested Resolution

Resolution #2025-06-

WHEREAS, Pursuant to the petitions filed with the Oakland County Water Resources Commissioner by the Charter Township of West Bloomfield and the City of Southfield, proceedings have been taken under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, for the location, establishment and construction of the Evergreen-Farmington Sanitary Drain (the "Petitioned Project"), consisting of all improvements necessary to bring the previously established Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, and that now serve the Evergreen-Farmington Sanitary Drain located in the City of Auburn Hills, the Village of

Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, the City of Orchard Lake Village, the City of Southfield, the City of Troy and the Charter Township of West Bloomfield in the County of Oakland, Michigan, as set forth in Attachment A, and said Petitioned Project having been determined to be necessary for the public health; and,

WHEREAS, On November 17, 2020, the Drainage Board for the Evergreen-Farmington Sanitary Drain approved the Final Order of Determination for the Petitioned Project, and on June 22, 2021 approved a Final Order of Apportionment of the cost of the Petitioned Project to be borne by the several public corporations as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100.00%; and,

WHEREAS, On January 20, 2023, the Drainage Board issued its Evergreen-Farmington Sanitary Drain Bonds, Series 2023 in the principal amount of \$121,070,000 for the purpose of financing part of the Petitioned Project; and,

WHEREAS, On April 22, 2025, the Drainage Board approved and adopted Special Assessment Roll No. 2-A for the Evergreen-Farmington Sanitary Drain, relating to the Evergreen-Farmington Sanitary Drain Bonds, Series 2025 to be issued to finance a second portion of the Petitioned Project; and,

WHEREAS, The 2025 Bonds will be payable from the collection of special assessments against the Public Corporations as set forth in Roll No. 2-A, as may be adjusted at the time the 2025 Bonds are sold, as provided in one or more orders of the Chairperson of the Drainage Board, said special assessments to be duly confirmed as provided in the Drain Code; and,

WHEREAS, Prior to the issuance of the 2025 Bonds, the Drainage Board has notified the City of Troy to permit, should the City of Troy determine expedient, to prepay the assessment set forth in Roll No. 2-A and avoid interest charges associated with the anticipated 2025 Bonds; and,

WHEREAS, The Drainage Board has requested that the City of Troy adopt a resolution and affirming its intention to prepay its assessment set forth on Roll No. 2-A and forward the same

by June 27, 2025, and make full payment of the assessment set forth on Roll No. 2-A by August 6, 2025;

NOW, THEREFORE, BE IT RESOLVED, That the City of Troy hereby **CONFIRMS** that it will pay in full, its assessment in the amount of \$441,000.00, as set forth on Roll No. 2-A.

BE IT FURTHER RESOLVED, That the City of Troy hereby **ACKNOWLEDGES** that the aggregate amount assessed and the amount assessed against each public corporation, including the City of Troy may be adjusted at the time the 2025 Bonds are sold, as provided in one or more orders of the Chairperson of the Drainage Board.

BE IT FURTHER RESOLVED, That the City of Troy Treasurer is **DIRECTED** to notify the Drainage Board for the Evergreen-Farmington Sanitary Drain of its intention to submit payment no later than July 21, 2025.

BE IT FURTHER RESOLVED, That all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby **ARE RESCINDED**.

State of Michigan)
)ss
County of Oakland)

I hereby certify that the foregoing constitutes a true and correct copy of the resolution adopted by the City Council of the City of Troy, County of Oakland, State of Michigan, at a regular meeting held on the 9th day of June, 2025, and that the meeting was conducted and public notice was given pursuant to and in full compliance with the Open Meetings Act, Act 267 of the Michigan Public Acts of 1976.

M. Aileen Dickson, MMC, MiPMC 3
City Clerk

**J-7 2025 Oakland County Local Road Improvement Program - Lakeview/Cunningham –
Project No. 20.106.5**

Suggested Resolution
Resolution #2025-06-

RESOLVED, That Troy City Council hereby **APPROVES** the 2025 Oakland County Local Road Improvement Program agreement between the City of Troy and the Board of Commissioners of the County of Oakland for \$389,722 at an estimated cost to the City of Troy of \$205,139 for the removal and replacement of select concrete pavement on Cunningham and Lakeview, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

**J-8 Traffic Signal Agreements - Rochester Road, Barclay to Trinway, Project No.
02.206.5**

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council hereby **APPROVES** the attached Agreements for Traffic Control Devices with the Road Commission for Oakland County (RCOC) for the installation of traffic signals as part of the Rochester Road, Barclay to Trinway project at the following locations: Rochester Road (NB) & X-Over south of Long Lake Signal No. 1628 and Rochester Road (SB) & X-Over north of Long Lake Signal No. 1629, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreements, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-9 Agreement for Traffic Control Device – Transportation Alternative Program (TAP) for Troy’s Non-Motorized Pathway Network – Pedestrian Hybrid Beacon (HAWK)

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council hereby **APPROVES** the attached Agreement for Traffic Control Device with the Road Commission for Oakland County (RCOC) for the installation of Pedestrian Hybrid Beacon (HAWK) as part of the TAP projects at Long Lake Road in front of Jaycee Park, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Acceptance of a Permanent Easement and Approval for Compensation, TAP Pathways Project 2025C0108, Parcel #88-20-11-226-031

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for public roadways, public utilities and sidewalks from Troy Bowl Bar, LLC, owner of the property having Sidwell #88-20-11-226-031.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** compensation for the permanent easement and temporary grading permit in the amount of \$58,464.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Staff to expend any necessary costs incurred to meet closing requirements and recording costs in an amount not to exceed \$4,000.00.

BE IT FINALLY RESOLVED, That City Staff **SHALL RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Private Agreement – Contract for Installation of Municipal Improvements – Kroger Retail Fuel Center – Project No. 24.908.3

Suggested Resolution

Resolution #2025-06-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and The Kroger Company for the installation of Water Service, Sanitary Service, Storm Sewer, Detention Basin, Asphalt/Concrete Pavement & Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-12 Wadie Zari v. City of Troy

Suggested Resolution
Resolution #2025-06-

RESOLVED, That the City Attorney's Office is hereby **AUTHORIZED** and **DIRECTED** to defend the City of Troy in the matter of *Wadie Zari v. City of Troy* (Oakland County Circuit Court, Case No. 25-215108-NO), and is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses required to adequately represent the City.

J-13 City of Troy v Craig Cassani

Suggested Resolution
Resolution #2025-06-

RESOLVED, That Troy City Council **APPROVES** the proposed Stipulated Final Order for Payment of Just Compensation and Statutory Attorney Fees and Surrender of Possession and Vesting of Title in the City of Troy v Cassani condemnation case, Oakland County Circuit Court case number 2025-213311 CC, and **AUTHORIZES** payment in the amounts stated therein, and further **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy, and a copy is to be **ATTACHED** to the original Minutes of this meeting.

J-14 Request to Rescind a Previous Resolution and Grant a Revised Permanent Easement to Sprague Drain Drainage District – Firefighters Park, Sidwell #88-20-05-300-006

Suggested Resolution
Resolution #2025-06-

WHEREAS, On May 19, 2025, Troy City Council granted a permanent easement to Sprague Drain Drainage District, under the jurisdiction of the Oakland County Water Resource Commission, and,

WHEREAS, Because of subsequent discussions between the Engineering Department and the Water Resource Commission, a minor revision is required for the easement document;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **RESCINDS** Resolution #2025-05-080-J-9.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES AND GRANTS** the attached revised permanent easement to the Sprague Drain Drainage District for the purpose of operation, maintenance, repair and replacement of the drain systems in Firefighters Park, Sidwell #88-20-05-300-006.

BE IT FINALLY RESOLVED, That Troy City Council **DIRECTS** the Mayor and City Clerk to **EXECUTE** the easement document on behalf of the City of Troy.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Global Troy Advisory Committee-Final – January 28, 2025
- b) Civil Service Commission (Act 78) -Final – April 9, 2025
- c) Zoning Board of Appeals-Final – April 15, 2025

O-2 Department Reports:

- a) Troy Public Library Space Needs and Benchmarks Planning Report

O-3 Letters of Appreciation: None Submitted

- a) To Renee Hazen from Andy Mui

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

P. COUNCIL COMMENTS:

P-1 No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

Respectfully submitted,



Frank A. Nastasi
City Manager

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

July 14, 2025.....Special Meeting/Closed Session-City Manager/City Attorney Evaluations
October 6, 2025Special Meeting/Closed Session-City Manager/City Attorney Evaluations

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 30, 2025 Regular Meeting
July 14, 2025 Regular Meeting
July 28, 2025 Regular Meeting
August 11, 2025 Regular Meeting
August 25, 2025 Regular Meeting
September 8, 2025 Regular Meeting
September 29, 2025 Regular Meeting
October 6, 2025 Regular Meeting
October 20, 2025 Regular Meeting
November 10, 2025 Regular Meeting
November 17, 2025 Regular Meeting
December 1, 2025 Regular Meeting
December 15, 2025 Regular Meeting

**Proclamation to Honor the Winners of the 4th
Troy Public Library Card Design Contest**

WHEREAS, The **Troy Public Library** has 60,215 card holders across the City of Troy, who have access to over 300,000 physical and digital resources, as well as to hundreds of programs, speakers, and events per year. The Troy Public Library welcomes approximately 450 new Library card holders per month and there is a Troy Library card holder in approximately 66% of the households in Troy, who have checked out over one million items in the last fiscal year; and

WHEREAS, The Troy Public Library Card Design Contest has revealed impressive, local artistic talent over the years, while also giving the Troy community a platform in which to compete. In 2025, the Troy Library held its fourth Library Card Design Contest, where artists were challenged to submit a creative design in a medium of their choice for a limited run of new Troy Library cards, in three age categories: Youth, Teen, and Adult; and

WHEREAS, The winner in the Youth age group was **Kanishka Suresh Babu**, whose design won over 100 others in her category. Kanishka is 12 years old and attends Boulan Park Middle School. She has always been passionate about drawing since she was a child, starting with scribbles. Kanishka loves the TPL and believes it is one of the best places in Troy, with many books and kind staff members who are ready to help; and

WHEREAS, The winner in the Teen age group was **Viha Kini**, whose design won over 10 other teen submissions. Viha, a 7th grade student at Boulan Park Middle School, is 13 years old. She loves books and art and has been drawing since the age of four. She has always loved expressing ideas in art and would draw pictures for everything. Viha enjoys using the TPL's book collection and attending programs; and

WHEREAS, The winner in the Adult category is **Kristina Le**, whose design won over 24 other entries. Kristina has always been drawn to art ever since she could hold a pencil and drew all over the walls in her house as a child. When she saw this opportunity to share her love of the Library, she knew she had to enter. Kristina often visits the TPL's children's section with her two kids who enjoy the toy rotation and how there's always something new whenever they visit; and

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby congratulate **Kanishka Suresh Babu, Viha Kini, and Kristina Le**, for their winning designs in the **Fourth Library Card Design Contest**; and

BE IT FURTHER RESOLVED, That the Mayor and City Council thank the winners of the **Library Card Design Contest** for showing the breadth of creativity within our community. All residents are invited to visit the Troy Public Library and swap out existing cards for a winning design -- or to apply for a new card if you do not have one -- to continue to make the Troy Public Library one of our busiest and most cherished public institutions.

Presented this 9th Day of June 2025



500 West Big Beaver
Troy, MI 48084
troymi.gov

E-01

CITY COUNCIL AGENDA ITEM

Date: June 6, 2025

To: Frank A. Nastasi, City Manager



From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING - PLANNED UNIT DEVELOPMENT – (PUD021 JPLN2024-0012) –
Proposed Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North side of Big Beaver, West side of Coolidge (3100 W. Big Beaver; PIN 88-20-19-476-002, 88-20-19-476-003 & 88-20-19-430-004), Section 19, Presently zoned PUD (Planned Unit Development) Zoning District.

The applicant Forbes Frankel Troy Ventures LLC seeks Conceptual Development Plan (CDP) approval and Preliminary Development Plan (PDP) approval for Phase 1A for Somerset West Planned Unit Development (PUD). The project features a mixed-use project including up to 750 residential units, 500,000 square feet of office, 300,000 square feet of retail, a 250-room hotel and associated amenities and open space. The subject site is approximately 40 acres in size. Approximately 17 acres is proposed to be owned and developed by the University of Michigan Medicine, which is a Constitutional Corporation per the Constitution of Michigan of 1963. The attached reports provide more background on the project.

The project was introduced to the Planning Commission on September 10, 2024. A public hearing was held on April 22, 2025 and postponed by the Planning Commission with direction provided. The Planning Commission recommended approval of the project on May 13, 2025 by a vote of 9-0.

A public hearing is scheduled for this item on June 9, 2025.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc. for April 22, 2025 Planning Commission meeting.
3. Minutes from April 22, 2025 Planning Commission Regular meeting (excerpt).
4. Minutes from May 13, 2025 Planning Commission Regular meeting (excerpt).
5. Report prepared by Carlisle/Wortman Associates, Inc. for May 13, 2025 Planning Commission meeting.
6. Concept Development Plan and Preliminary Development Plan for Phase 1A.
7. PUD Agreement
8. Public comment

AMENDED AND RESTATED
PLANNED UNIT DEVELOPMENT AGREEMENT

Between

FORBES/FRANKEL TROY VENTURES LLC,
a Michigan limited liability company

and

THE CITY OF TROY,
a Michigan municipal corporation

When recorded return to:

CITY OF TROY
CITY CLERK
500 W. BIG BEAVER ROAD
TROY, MI 48084

AMENDED AND RESTATED
PLANNED UNIT DEVELOPMENT AGREEMENT

This Amended and Restated Planned Unit Development Agreement (this “Agreement”) is made the ____ day of _____, 2025 (the “Effective Date”), by and between FORBES/FRANKEL TROY VENTURES LLC, a Michigan limited liability company (“Owner”), whose address is 100 Galleria Officentre, Suite 427, Southfield, Michigan 48034, and the CITY OF TROY, a Michigan municipal corporation (the “City”), whose address is 500 West Big Beaver Road, Troy, Michigan 48084.

RECITALS

A. Diamond Troy JV LLC, a Delaware limited liability company (“Diamond”), and the City entered into that certain Planned Unit Development Agreement, dated October 17, 2007 and recorded with the Oakland County, Michigan Register of Deeds on October 26, 2007 at Liber 39703, Page 493 (the “Original PUD Agreement”), with respect to certain real property described on **Exhibit A** attached hereto (the “Original PUD Property”).

B. The Original PUD Property consisted of approximately 40 acres on two (2) parcels of property, commonly known as Parcel I which was approximately 12 acres and Parcel II which was approximately 28 acres (the “Original Parcel II”).

C. The Original PUD Property was previously used for office purposes, as the former Kmart World Headquarters, which was originally constructed between approximately 1972 and 1976, together with related accessory site improvements, including roads, parking areas, landscaping, sidewalks and signage.

D. The former Kmart World Headquarters was closed and vacated by the Kmart Corporation (now known as Sears Holdings Management Corporation), and was recently demolished by Owner.

E. On December 29, 2009, Diamond conveyed the entire Original PUD Property (Parcel I and Parcel II) to Owner by that certain Covenant Deed by Diamond to Owner which was recorded on January 26, 2010 in Liber 41795 at Page 206 with the Oakland County, Michigan Register of Deeds.

F. Diamond intended to develop the Original PUD Property in accordance with The Concept Development Plan for The Pavilions of Troy that was approved by the City Council on October 15, 2007 (the “Original CDP”) and the Conceptual Plan that was part of the Original CDP which was approved by the City and included in The Pavilions of Troy CDP Book (the “Original Conceptual Plan”).

G. Owner does not desire to develop the PUD Property in accordance with the Original CDP or the Original Conceptual Plan.

H. The City and Owner desire to terminate the Original CDP and the Original Conceptual Plan.

I. On April 29, 2024, Owner submitted to the City a Planned Unit Development Concept Development Plan (CDP) Application and Application to Amend the Zoning District Map in order to amend the Original PUD Agreement (the “Application”). The Application included an amended concept development plan for the development of the Original PUD Property, as generally shown on **Exhibit B** attached hereto (the “Amended Concept Development Plan” or the “Amended CDP”), and a Preliminary Development Plan

(as defined below) for Phase I of the development of the PUD Property which includes infrastructure and roads which is attached hereto as **Exhibit C** (the “Infrastructure PDP”).

J. On May 10, 2024, the Original Parcel II was subdivided and split into two (2) parcels, resulting in (i) the creation of a new parcel of property, containing approximately 7.28 acres, which has a separate tax parcel identification number of 20-19-476-003 and is shown on the Amended CDP as Parcel II.A (“Parcel II.A”) and (ii) the remaining portion of the Original Parcel II comprising Parcel II.B, Parcel II.C, Parcel II.D, Parcel II.E, Parcel II.F, Parcel II.G, Parcel II.H and Parcel II.J, each as shown on the Amended CDP, and retaining its existing tax parcel identification number of 88-20-19-476-002 (the “Remaining Parent Parcel”).

K. On or about June 6, 2025, a portion of the Remaining Parent Parcel was further subdivided to create two (2) additional parcels of property as shown on the Amended CDP as Parcel II.B and Parcel II.J which subdivided parcels were consolidated with and became a part of Parcel II.A, resulting in Parcel II.A containing approximately 12.089 acres in total.

L. As of the date hereof, Owner is the fee simple owner of the entire Original PUD Property which currently consists of approximately 40 acres in total including Parcel I which is approximately 12 acres, the Remaining Parent Parcel which is the remaining portion of the Original Parcel II and currently consists of approximately 15.911 acres (the “Modified Remaining Parent Parcel”) and Parcel II.A which currently consists of approximately 12.089 acres as shown on the Amended CDP and more particularly described on Exhibit F attached hereto (collectively, the “PUD Property”).

M. Owner intends to execute and record a Declaration against the Modified Remaining Parent Parcel and Parcel II.A.

N. On March 6, 2025, Owner held an informal meeting with representatives of the adjoining neighborhoods to the PUD Property at the Somerset North community room, soliciting their comments to the Amended Concept Development Plan and the Infrastructure PDP in accordance with Section 11.06(B) of Troy's Zoning Ordinance (as defined below).

O. In accordance with Chapter 39, Article 11, Section 11.06 of Troy's Zoning Ordinance that is in effect as of the Effective Date (collectively, "Troy's Zoning Ordinance"), Owner attended several pre-application meetings with the Planning Department of the City, together with the staff and outside consultants, prior to submitting the Amended Concept Development Plan and the Infrastructure PDP to the Planning Commission.

P. The City and Owner have sought and received extensive review, counsel and advice from their respective representatives, staff, officials, attorneys and consultants.

Q. Pursuant to Section 11.06(B) of Troy's Zoning Ordinance, and after review of the Amended Concept Development Plan and the Infrastructure PDP, the Planning Commission held a public hearing on May 13, 2025 with respect to the Amended Concept Development Plan, the Infrastructure PDP and this Agreement where the Planning Commission recommended to the City Council (as defined below) the approval of the Amended Concept Development Plan, the Infrastructure PDP and this Agreement as provided in the Planning Commission Minutes which are attached hereto as **Exhibit D**.

R. The City Council received and reviewed the Planning Commission recommendation and held a public hearing on June 9, 2025, with proper notice, to consider the Amended Concept Development Plan, the Infrastructure PDP and this Agreement.

S. On June 9, 2025, after review of the Amended Concept Development Plan, the Infrastructure PDP and this Agreement and the full consideration of the Planning Commission recommendation, the City Council approved the Amended Concept Development Plan, the Infrastructure PDP and this Agreement. A copy of the City Council Resolution No. _____ is attached hereto as **Exhibit E**.

T. The City and Owner desire to amend and restate the Original PUD Agreement in its entirety in order to provide for the development of a mix of uses on the PUD Property as generally shown on the Amended Concept Development Plan and in accordance with the terms set forth herein.

U. All references to ordinance sections in this Agreement, unless otherwise stated, are to Troy's Zoning Ordinance.

NOW, THEREFORE, the City and Owner, in consideration of mutual covenants of, and benefits derived by each of the Parties to this Agreement, agree to amend and restate the Original PUD Agreement as follows:

I. DEFINITIONS

The following definitions shall apply to this Agreement, all defined terms used in this Agreement shall have the definitions described in this Article I:

“Agreement” shall mean this Amended and Restated Planned Unit Development Agreement, together with all attached exhibits, which are incorporated herein by reference, and any amendments thereto.

“Application” has the meaning set forth in Recital I.

“Amended Concept Development Plan” or “Amended CDP” has the meaning set forth in Recital I.

“City” shall mean the City of Troy, a Michigan municipal corporation.

“City Council” shall mean the City of Troy City Council.

“Consent Judgment” shall mean that certain Consent Judgment pertaining only to Parcel I, dated May 9, 1973, entered by the Oakland County, Michigan Circuit Court (the “Court”) pursuant to the agreement of Sheffield Development Company, a Michigan Co-Partnership, as Plaintiff, and the City of Troy, a Michigan municipal corporation, as Defendant, Oakland County Circuit Court Civil Action No. 70-69246, as amended by that Order Amending Judgment, dated November 22, 1977, entered by the Court, as further amended by that Stipulation to Modify Judgment and Order, dated September 25, 1980, entered by the Court, as further amended by that Third Order Amending Judgment, dated November 4, 1992, entered by the Court (Successor Plaintiff substituted: The Prudential Insurance Company of America, a New Jersey corporation), as further amended by that Consent Fourth Order Amending Judgment, dated December 10, 1998, entered by the Court (Successor Plaintiffs substituted: WHC-SIX Real Estate Limited Partnership, a Delaware limited partnership, and Kmart corporation, a Michigan corporation), as further amended by that Fifth Order Amending Consent Judgment, dated November 28, 2006, entered by the

Court (Successor Plaintiffs substituted: Diamond Troy JV LLC, a Delaware limited liability company, GM Equities LLC, a Michigan limited liability company, Kmart Corporation, a Michigan corporation, and Sheffield Office II, L.L.C., a Delaware limited liability company), as further amended by that Sixth Order Amending Consent Judgment, dated January 7, 2013, entered by the Court (Successor Plaintiffs substituted: Sears Holdings Management Corporation, a Delaware corporation, Owner and Sheffield Owner, LLC, a Delaware limited liability company).

“Declaration” shall mean a Declaration of Easements, Covenants, Conditions and Restrictions by Owner which may be recorded by Owner against the Modified Remaining Parent Parcel and Parcel II.A subsequent to the Effective Date. In the event of any conflict between the Declaration and the terms of this Agreement, the terms of this Agreement shall control.

“Development Standards” shall mean, collectively, the City of Troy Development Standards, Details and Specifications for the engineering, design and construction of public improvements and private improvements within the City which are set forth in Troy’s Zoning Ordinance and are in effect as of the Effective Date. Subject to any deviations permitted under this Agreement or Troy’s Zoning Ordinance, the development of the PUD Property under this Agreement shall be consistent with the Development Standards that are in effect as of the Effective Date and the development of the PUD Property will not be subject to any modifications, changes or amendments to such Development Standards from and after the Effective Date unless Owner agrees in writing to such modifications, changes or amendments.

“Effective Date” has the meaning set forth in the preamble.

“Final Development Plan” and/or “FDP” shall mean one or more Final Development Plans, as defined in Section 11.08 of Troy’s Zoning Ordinance, that are submitted by Owner for all or any portion of the PUD Property.

“Infrastructure Improvements” shall mean the sanitary sewer, storm sewer, water system, and other utility improvements to be installed by Owner within the PUD Property, if any, which the City acknowledges may include renovations or improvements to the existing utility facilities.

“Infrastructure PDP” has the meaning set forth in Recital I.

“Master Deed” shall mean any Master Deed which may be recorded by Owner against all or any portion of the PUD Property subsequent to the Effective Date. In the event of any conflict between the Master Deed(s) and the terms of this Agreement, the terms of this Agreement shall control.

“Master Plan” shall mean the City of Troy’s Master Plan, Plan Troy 2040, as adopted and revised in accordance with the Michigan Planning Enabling Act, PA 33 of 2008.

“Original Concept Development Plan” or “Original CDP” has the meaning set forth in Recital G.

“Original Parcel II” has the meaning set forth in Recital B.

“Owner” shall mean Forbes/Frankel Troy Ventures LLC, a Michigan limited liability company, and its successors and assigns with respect to all or any portion of the PUD Property.

“Parcel I” shall mean that portion of the PUD Property consisting of approximately twelve (12) acres and identified as Parcel I on the drawing attached hereto as **Exhibit F**.

“Parcel II.A” has the meaning set forth in Recital J.

“Parties” or “Parties” shall mean Owner and the City and their respective successors and assigns.

“Permitted Uses” shall mean the permitted uses contemplated by the Amended Concept Development Plan or any other similar or accessory uses which are permitted or approved by the City Zoning Administrator. All Permitted Uses and approved deviations set forth in this Agreement are permitted to be mixed within and throughout the PUD Property. The mix of uses within the PUD Property may occur vertically (i.e. a mix of uses existing within one or more structures) and/or horizontally (i.e. a mix of uses existing adjacent to one another on one horizontal plane and/or in one or more neighboring structures). It is acknowledged and agreed by the Parties that two or more single or multiple story structures containing a mix of uses may exist adjacent to one another.

“Planning Commission” shall mean the City of Troy Planning Commission.

“Preliminary Development Plan” and/or “PDP” shall mean one or more Preliminary Development Plans as set forth and defined in Section 11.07 of Troy’s Zoning Ordinance that is/are submitted by Owner with respect to all or any portion of the PUD Property.

“PUD Documents” shall mean, collectively:

- (i) Troy’s Zoning Ordinance including the PUD Regulations.
- (ii) This Agreement.
- (iii) The Amended Concept Development Plan.

- (iv) Any and all PDP's approved by the City Council for the PUD Property.
- (v) Any and all FDP's that are administratively approved.
- (vi) Any and all amendments to the Amended Concept Development Plan which are approved by Owner and the City.
- (vii) The resolution in the official City Council minutes for the meeting at which approval is received.
- (viii) City of Troy's Master Plan.

"PUD Regulations" shall mean Title V of the Troy City Code, Chapter 39, Section 11.01 et. seq.

"PUD Property" has the meaning set forth in Recital L.

"Remaining Parent Parcel" has the meaning set forth in Recital J.

"Troy's Zoning Ordinance" has the meaning set forth in Recital O.

II. GENERAL PROVISIONS

1. The Parties acknowledge that all of the foregoing Recitals, together with the foregoing definitions, are true and accurate and binding upon the Parties, their successors and assigns, and are incorporated in this Agreement and made a part hereof in the same manner and to the same extent as if such Recitals and/or definitions were set forth in detail at this point. All Exhibits attached hereto are made a part hereof in the same manner and to the same extent as if they were set forth in detail in this Agreement at those points in this Agreement where each such Exhibit is referenced.

2. At this time, all of the PUD Property is currently owned by Owner, and Owner has provided the City with evidence of ownership. The City acknowledges that Owner has the sole discretion to transfer (including, without limitation, the sale, lease, conveyance, assignment, license, or other permit to use) any part or all of the PUD Property

without the consent of the City, subject to the terms of Paragraph 41 of this Agreement. The provisions of this Agreement and Troy's Zoning Ordinance shall be enforceable against any successor or assign of Owner and their respective successors and assigns, subject to the terms of Paragraph 41 of this Agreement. Owner agrees to inform any purchaser or ground lessee of all or any portion of the PUD Property of the provisions of this Agreement. Following any transfer of all or any portion of the PUD Property, the transferee shall be obligated to notify the City of such transfer of ownership, in accordance with MCL 211.27(a), et. seq. As used in the preceding sentence, "transfer of ownership" is defined in MCL 211.27(a) et. seq.

3. The City, through the City Council, hereby determines that: (a) the Amended Concept Development Plan and the Infrastructure PDP complies with the requirements of the PUD Regulations; and (b) this action to amend and restate the Original PUD Agreement is beneficial to the general health, safety and welfare of the citizens of the City.

4. The City Council hereby agrees with the recommendation of the Planning Commission that the Amended Concept Development Plan, the Infrastructure PDP and this Agreement are consistent with the intent, purpose and objectives of the City, as described in the PUD Regulations and the several City plans for future land use.

5. The Original Conceptual Plan and the Original CDP are terminated and of no further force or effect and are null and void. The Amended Concept Development Plan, the Infrastructure PDP and this Agreement are hereby approved and Owner is hereby granted the right, power and authority to proceed to develop the PUD Property in

accordance with the Amended Concept Development Plan, this Agreement and the PUD Documents. Owner may proceed to submit one or more PDP's and FDP's in accordance with Troy's Zoning Ordinance. Each PDP shall be submitted for approval to the Planning Commission with corresponding traffic and parking studies. The scope of the traffic and parking studies shall be reviewed by the City Engineer consistent with Troy's Zoning Ordinance and this Agreement. To the extent required by applicable law, the traffic studies may also need to be reviewed and approved administratively by the Road Commission for Oakland County and the Michigan Department of Transportation.

6. In accordance with Troy's Zoning Ordinance, the City hereby permits and approves the Amended Concept Development Plan and the Infrastructure PDP including any deviations from Troy's Zoning Ordinance that are necessary or convenient to accomplish the Amended Concept Development Plan and the Infrastructure PDP.

7. Upon execution of this Agreement, all terms and conditions of this Agreement are hereby deemed to RUN WITH THE LAND in perpetuity.

8. This Agreement shall be fully binding upon all successors-in-interest, heirs and assigns of whatever kind or nature, including, without limitation, all purchasers of any kind, successors in fee, ground lessees, lessees, sublessees and assigns, regardless of the nature, type or form of such sale, conveyance, lease, assignment or any other form of transfer, conveyance or license to use. Such transfers and conveyances further include, without limitation, sale, lease or other transfer or conveyance of or license to use any condominium unit(s) or other form of land division, now known or later created, whatsoever that may be established now or in the future on the PUD Property. The City acknowledges

and agrees that Owner may freely assign any part or all of its right, title, and/or interest in and to this Agreement, and any term, covenant or condition hereof, to any other person or entity without consent of the City, subject to the terms of Paragraph 41 of this Agreement.

9. Any Declaration, Master Deed or similar document encumbering the PUD Property shall expressly reference this PUD Agreement. A copy of the Declaration and any Master Deed recorded against the PUD Property shall be provided to the City promptly after being recorded with the Oakland County, Michigan Register of Deeds.

10. Pursuant to Section 11.06 of Troy's Zoning Ordinance, this Agreement is deemed effective and in full force and effect upon the Effective Date.

11. The City shall cause this Agreement to be recorded with the Oakland County, Michigan Register of Deeds against the PUD Property. This recordation shall occur within fourteen (14) days after the Effective Date. In the event the City fails to record this Agreement within fourteen (14) days after the Effective Date, then Owner may record a fully executed original of this Agreement with the Oakland County, Michigan Register of Deeds. The party recording this Agreement shall provide the other party with a time stamped recorded copy promptly following recordation.

12. Upon the execution of the Original PUD Agreement, the PUD Property was rezoned to a Planned Unit Development District in accordance with the PUD Regulations, and the City took all necessary steps to amend the Zoning Map to designate the PUD Property as a Planned Unit Development District. Upon the execution of this Agreement by the Parties, the PUD Property remains zoned a Planned Unit Development, and the

Original PUD Agreement is amended, restated, replaced and superseded by this Agreement in its entirety.

13. Where any term or provision of this Agreement is in conflict with the provisions of Troy's Zoning Ordinance, the Development Standards, or any other City administrative rule or regulation, the terms of this Agreement (including the Amended Concept Development Plan and the Infrastructure PDP) shall control. The PUD Regulations in effect as of the Effective Date (a copy of which is attached hereto as **Exhibit G**) will govern this Agreement, and notwithstanding anything herein to the contrary, any amendment of such existing PUD Regulations from or after the Effective Date shall not govern, control or in any way affect the terms, conditions, interpretation and/or enforcement of this Agreement. All sections of Troy's Zoning Ordinance referenced in this Agreement refer to those sections of Troy's Zoning Ordinance in effect as of the Effective Date, and except for the Development Standards, Building Code, and Fire Code provisions, future amendments to such Troy's Zoning Ordinance shall not govern, control or in any way effect the terms, conditions, interpretation and/or enforcement of this Agreement. Except for the Development Standards, the Building Code and the Fire Code provisions, the Parties may, but are not obligated to, mutually and voluntarily agree to amend this Agreement to include any amendments or subsequent updates to Troy's Zoning Ordinance and/or the PUD Regulations. Except as expressly set forth in this Agreement, Owner shall comply with those Development Standards, Building Code, and Fire Code provisions that are effective as of the date any given FDP approval is granted.

14. All terms, provisions and conditions of this Agreement are authorized by applicable state and federal laws and constitutions. This Agreement is valid, entered into on a voluntary basis, and represents a permissible exercise of authority by the City.

15. All requirements and conditions of this Agreement are necessary, reasonable and in compliance with Troy's Zoning Ordinance.

16. The Parties shall act in good faith (in both time and substance) whenever there is a requirement to take action or give consent under this Agreement.

17. In the event that any portion of this Agreement is invalid or unenforceable, as determined by a Court of competent jurisdiction, the remaining portions of this Agreement shall remain fully enforceable, valid and in full force and effect.

18. For purposes of providing notices required or authorized under this Agreement, such notice shall be given to the applicable Party to be notified, by personal delivery (supported by an affidavit of service) or shall be sent via a recognized national overnight delivery service, marked for and guaranteeing "next business day" delivery service, all charges prepaid, or shall be sent via certified or registered U.S. Mail, return receipt requested, with postage fully paid, and addressed as follows:

Notice to the **City**:

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084
Attention: City Clerk

With copy to:

City of Troy
500 West Big Beaver Road
Troy, Michigan 48084
Attention: Community Development Director

With copy to: City of Troy
500 West Big Beaver Road
Troy, Michigan 48084
Attention: City Attorney

Notice to **Owner**: Forbes/Frankel Troy Ventures LLC
c/o The Forbes Company, LLC
100 Galleria Officentre, Suite 427
Southfield, Michigan 48034
Attn: Nathan Forbes

With a copy to: Honigman LLP
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
Attn: David J. Jacob, Esq.

Notice shall be effective on the date of receipt (in the case of personal delivery), or on the first business day following the deposit of such notice with the recognized national overnight delivery service or on the date of receipt in the case of certified or registered U.S. Mail. Any Party may change any of the addresses or the designated recipients of notice by following the notice procedure, as set forth above. Notice may be given by counsel for and on behalf of a Party.

19. The Agreement shall be governed and construed in accordance with the laws of the State of Michigan with venue and proper jurisdiction in the County of Oakland, State of Michigan, without regard to principles of conflict of laws.

20. This Agreement supersedes any and all prior inconsistent agreements and plans (including the Original PUD Agreement, the Original CDP and the Original Conceptual Plan), rules or administrative orders between the Parties relative to the PUD Property. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge that the Consent Judgment materially impacts Owner's ability to develop

Parcel I in accordance with the Amended Concept Development Plan. If Owner desires to amend the Consent Judgment in order to allow the development of Parcel I for any uses permitted under this Agreement which are consistent with the Amended Concept Development Plan, the City shall cooperate with Owner and agrees to execute an amendment to the Consent Judgment and/or Motion to Amend the Consent Judgment, which allows Owner to develop Parcel I in accordance with this Agreement and the Amended Concept Development Plan including, but not limited to, for any uses permitted under this Agreement, subject to (a) the City's reasonable approval of the form of such amendment(s) and (b) the approval of and execution by all other parties to the Consent Judgment of such amendment(s). Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Owner shall have the right, but not the obligation, to apply for a Preliminary Development Plan which allows Owner to develop Parcel I consistent with the terms of the Consent Judgment. The City agrees to amend the Amended CDP and this Agreement, as necessary, to allow for any such office use under the Consent Judgment on Parcel I, provided, that such amendment is otherwise consistent with the PUD Regulations.

21. Regardless of the Master Plan (including any amendments, modifications, supplements and/or amendments and restatements thereto), other planning documents and/or zoning or other Troy Ordinance changes or amendments which may be adopted or affect the PUD Property, the Permitted Uses shall not be deemed in the future to be legal non-conforming uses, but rather shall continue to be permitted uses, subject to and in accordance with this Agreement and the Amended CDP.

22. Any amendment to this Agreement and/or any Exhibit attached hereto, must be in writing and approved as to form and substance by each of the Parties, and any such amendment or modification to this Agreement or any Exhibit shall be approved by the City Council pursuant to the procedures set forth in the PUD Regulations. Following the conveyance by Owner of any portion of the PUD Property, the successor Owner of that portion of the PUD Property shall, in accordance with the terms of this Agreement, be entitled to amend this Agreement with respect to such successor Owner's property; provided, however, such amendment shall be in compliance with any Declaration, Master Deed, deed restriction or other encumbrance that relates to the right, power and authority of such successor Owner to approve such an amendment and provided that the amendment is mutually agreeable to the City, Owner (if Owner still then owns a portion of the PUD Property), such successor Owner and all other successor Owners of the PUD Property. Further, notwithstanding anything to the contrary in this Agreement, (a) so long as Forbes/Frankel Troy Ventures LLC or any affiliate thereof owns all or any part of the PUD Property, the written consent and approval of Forbes/Frankel Troy Ventures LLC and any of its affiliates that then own any portion of the PUD Property shall be required to any amendment to this Agreement, and any amendment to this Agreement that is executed without the written consent and approval of Forbes/Frankel Troy Ventures LLC and such affiliates shall be null and void and of no effect, (b) all successor Owners of Parcel I unless such successor Owner is an affiliate of Forbes/Frankel Troy Ventures LLC (i.e., successor Owners to Forbes/Frankel Troy Ventures LLC unless such successor Owner is an affiliate of Forbes/Frankel Troy Ventures LLC) will not have the right to approve, and all successor

Owners of Parcel I unless such successor Owner is an affiliate of Forbes/Frankel Troy Ventures LLC will not be required to execute, any amendments to this Agreement or the Amended Concept Development Plan relating solely to Parcel II.A and/or the Modified Remaining Parent Parcel, (c) the Owner of Parcel II.A as of the Effective Date and all successor Owners of Parcel II.A will have the unilateral right and authority to enter into any amendment to this Agreement and/or the Amended Concept Development Plan without the approval of any successor Owner of Parcel I or any successor Owner of the Modified Remaining Parent Parcel so long as such amendment does not increase the obligations or liabilities of the successor Owner of Parcel I under this Agreement as it relates to Parcel I or the successor Owner of the Modified Remaining Parent Parcel under this Agreement as it relates to the Modified Remaining Parent Parcel or reduce the rights of such successor Owner of Parcel I under this Agreement as it relates to Parcel I or such successor Owner of the Modified Remaining Parent Parcel under this Agreement as it relates to the Modified Remaining Parent Parcel and (d) the Owner of the Modified Remaining Parent Parcel as of the Effective Date and all successor Owners of the Modified Remaining Parent Parcel will have the unilateral right and authority to enter into any amendment to this Agreement and/or the Amended Concept Development Plan without the approval of any successor Owner of Parcel I or any successor Owner of Parcel II.A so long as such amendment does not increase the obligations or liabilities of the successor Owner of Parcel I under this Agreement as it relates to Parcel I or the successor Owner of Parcel II.A under this Agreement as it relates to Parcel II.A or reduce the rights of such successor Owner of Parcel I under this Agreement as it relates to Parcel I or such successor Owner of Parcel II.A under this Agreement as it

relates to Parcel II.A. Any amendments to or modifications of this Agreement, or the Exhibits attached hereto, shall be recorded by the City with the Oakland County, Michigan Register of Deeds, following the effective date of such amendment or modification.

23. The Parties to this Agreement represent that they have read this Agreement, have reviewed it with legal counsel and understand and agree to the terms and conditions hereof.

24. Each person signing this Agreement on behalf of any Party hereby represents and warrants that he/she is a duly authorized representative and agent to that respective Party and that he/she has the full authority to bind said Party to all the covenants, warranties, representations, terms and conditions of this Agreement under all applicable local, state and federal laws and regulations.

III. THE CONCEPT DEVELOPMENT PLAN AND THE DEVELOPMENT OF THE PUD PROPERTY

25. The City hereby grants Owner the right to use and develop the PUD Property as set forth in this Agreement, any provision in Troy's Zoning Ordinance, Development Standards, laws, regulations or codes notwithstanding. Specifically, Owner shall have the right, but shall not be obligated, to develop up to 300,000 square feet of retail, up to 500,000 square feet of office, up to 750 residential units and a hotel containing up to 250 guest rooms, together with ancillary amenities normally associated with a hotel use such as, without limitation, a business center, meeting rooms, restaurants/bars, pool, fitness center on Parcel I, Parcel II.A and the Modified Remaining Parent Parcel; provided, however, that no building constructed on Parcel I shall be more than five (5) stories with a

building height not to exceed fifty (50) feet. The foregoing densities represent the maximum densities that Owner is permitted to construct on Parcel I, Parcel II.A and the Modified Remaining Parent Parcel without the additional approval of the City Council; provided, however, that if the square footage of retail space and/or office space and/or the number of residential units and/or hotel rooms is less than the maximum densities provided above, then at the sole election of Owner, the amount of square footage of retail space and/or office space and the number of residential units and/or hotel rooms that is less than such maximum densities may be reallocated by Owner in Owner's sole discretion to any of the other densities set forth above, provided, that any reallocation of such densities from such maximum densities satisfy the current parking requirements set forth in Troy's Zoning Ordinance as of the Effective Date unless any subsequent modifications, amendments or changes to such parking requirements are approved by Owner in Owner's sole discretion. For example and illustration purposes only, (i) the reduction in the number of hotel rooms from 250 rooms to 200 rooms would reduce the parking requirements for the PUD Property by 50 off-street parking spaces, which would allow for an additional 15,000 square feet of office or professional space, excluding medical offices, and (ii) the reduction in the square footage of retail space from 300,000 square feet to 200,000 square feet would reduce the parking requirements for the PUD Property by 400 parking spaces, which would allow for an additional 120,000 square feet of office or professional space, excluding medical offices, or an additional 200 multi-family residential dwelling units or an additional 400 efficiency dwelling units. Owner will have the right, in Owner's sole discretion, to determine the allocation of the available unused square footage, units and/or hotel rooms to the other

Permitted Uses, including having the right to allocate all of the available unused square footage, units and hotel rooms to a single Permitted Use if Owner so elects in Owner's sole discretion, provided, that any such allocation (a) is subject to and shall not exceed the maximum densities set forth above and (b) satisfies the current parking requirements set forth in Troy's Zoning Ordinance as of the Effective Date unless any subsequent modifications, amendments or changes to such parking requirements are approved by Owner in Owner's sole discretion.

In connection with the Permitted Uses, Owner agrees that any hotel initially developed on the PUD Property shall be a minimum four-star hotel, as rated by AAA (or other equivalent rating and rating service).

26. The Parties acknowledge that the Amended Concept Development Plan provides a conceptual overview for the development of the PUD Property and is not intended to be comprehensive. The specific design of each PDP submittal for the PUD Property will depend upon the size, mixture of uses, configuration and/or Owner's determination of the economic and market feasibilities of such PDP submittal. Owner agrees to incorporate quality materials, workmanship, and design, as well as concepts in architectural design, amenities, pedestrian crossing, open space, and green space as generally described on **Exhibit H** attached hereto.

27. The Parties acknowledge and agree that as of the Effective Date there is no formal development schedule for the development of the PUD Property. Owner intends for the development of the PUD Property to be a multiple phase development as

currently contemplated on the Amended Concept Development Plan, each of which phases shall include the associated Infrastructure Improvements within and necessary to serve each such phase. Owner contemplates that there will be no more than five (5) phases for the development of the PUD Property including Parcel I, Parcel II.A and the Modified Remaining Parent Parcel. The City acknowledges and agrees, however, that Owner shall be afforded maximum flexibility in the sequencing and phasing of the development of the PUD Property to attract investment and end users consistent with the Amended Concept Development Plan. The sequence, timing and designation of which part of the PUD Property is to be developed and, accordingly, each phase of the development of the PUD Property, and the uses to be included in the respective PDP, shall be determined by Owner, in Owner's sole discretion, but shall be subject to the terms of this Agreement. If Owner changes or modifies any phase of the development of the PUD Property after Owner previously designated the same, each such modified phase of the development must include the associated Infrastructure Improvements within and necessary to serve such phase, so that it can operate without the use of any other Infrastructure Improvements on any other portion of the PUD Property, and each such modified phase shall comply with the Development Standards and Troy's Zoning Ordinance. At any time that Owner elects in Owner's sole discretion, Owner shall be permitted to apply for all approvals relating to the construction and development of any portion or phase of the PUD Property that Owner elects in Owner's sole discretion to develop including PDP approval and FDP approval, and the City shall be obligated to promptly review and process such requests for approval when requested by Owner as provided for under the PUD Regulations. After Owner has

obtained all necessary approvals to commence construction or development of any portion or phase of the PUD Property, Owner shall be permitted, but is not required, to commence construction and development of any such portion or phase of the PUD Property at any time that Owner elects in Owner's sole discretion, and the City shall be obligated to promptly review and process any requests relating thereto when requested by Owner as provided for under the PUD Regulations.

28. The City recognizes that the Permitted Uses, the property lines, the boundaries of any phases, or any other attributes, characteristics or features described in or shown on the Amended Concept Development Plan and the Infrastructure PDP may need to change in light of market demand, end-user requirements, development patterns, and other factors outside of the control of Owner. Therefore, except for the maximum densities provided in Paragraph 25 of this Agreement, this Agreement provides Owner with maximum flexibility in design and use to permit and foster a higher quality of development and a better overall project than would be accomplished under conventional zoning without sacrificing established community values, and to permit the Permitted Uses, the property lines, the boundaries of any phases, and any other attributes, characteristics or features described in or shown on the Amended Concept Development Plan and/or the Infrastructure PDP to be enlarged or reduced, at the sole discretion of Owner, so long as Owner complies with the Development Standards. The City Zoning Administrator may allow similar or accessory uses to the Permitted Uses within each development area. For purposes of this Agreement and consistent with Troy's Zoning Ordinance, the term "accessory uses" shall mean uses that are supplemental or

subordinate to the principal building on a parcel of land or development area and shall be on the same parcel of land or development area as the principal building, structure or use they serve.

29. Modifications regarding the density (but not to exceed the maximum densities set forth in Paragraph 25 of this Agreement), mix of types of buildings, number of units per buildings shall be permitted under this Agreement to allow Owner flexibility and as may be reasonably necessary to comply with the applicable Troy Ordinances, laws and regulations. Owner shall have the right, in its sole discretion, to modify interior floor plans subject to compliance with all other Troy Ordinances. Minor or ordinary course modifications to the PUD Documents resulting from engineering considerations, site conditions, or other governmental requirements may be processed and approved by the City Zoning Administrator or his or her designee whose approval will not be unreasonably withheld, delayed or conditioned, and any such approved modifications shall not require an amendment to this Agreement.

30. All improvements to be constructed by Owner on the PUD Property shall comply with all building codes, except that if there are conflicts between the building codes and the terms of this Agreement, the terms of this Agreement shall control.

31. It is understood by the Parties that any proposed PDP may deviate from some of the requirements of Troy's Zoning Ordinance. Each requested deviation from Troy's Zoning Ordinance shall be expressly identified in each such proposed PDP submittals for the PUD Property. If the City approves a PDP, then the identified deviations

of Troy's Zoning Ordinance which are incorporated into the approved PDP shall also be deemed approved.

32. The Community Development Director or his or her designee may administratively approve accessory structures and/or use(s) for the PUD Property that is/are not otherwise designated on the PDP or FDP. Such accessory structures and/or uses may include accessory structures for the outdoor sale of merchandise or food, such as a kiosk. Owner shall otherwise comply with any County or State or local regulations concerning the sale of food in any such accessory building.

33. Other than as expressly provided for in this Agreement, the City shall not require any additional land use related permits or approvals for the development of the PUD Property in accordance with this Agreement, such as site plan approval under Article 8 of Troy's Zoning Ordinance, special land use approval under Article 9 of Troy's Zoning Ordinance, or variances under Article 15 of Troy's Zoning Ordinance.

34. Owner shall construct and install improvements and/or connections tying into the municipal water and sanitary sewer systems, consistent with the applicable FDP. Such improvements shall be designed and constructed in accordance with the applicable FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, approved engineering construction plans, Troy's Zoning Ordinance and all other applicable Oakland County, Michigan and State of Michigan standards, codes, regulations, ordinances and laws. Consistent with the applicable FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, all water and sanitary system

improvements that are so required shall be completed in connection with the construction of the buildings to be erected in the applicable phase and shall be completed, approved and dedicated to and accepted by the City, if required, to the extent necessary to service all proposed and existing facilities, structures and uses within such phase to be served thereby.

35. Owner shall, at its sole expense, construct and install storm water and retention and/or detention systems consistent with the applicable FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP. Such improvements shall be designed and constructed in accordance with the applicable FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, approved engineering construction plans, Troy's Zoning Ordinance and all other applicable Oakland County, Michigan and State of Michigan standards, codes, regulations, ordinances and laws. Consistent with the applicable FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, all storm water and retention and/or detention system improvements that are so required shall be completed in connection with the construction of the buildings to be erected in the applicable phase and shall be completed, approved and dedicated to and accepted by the City, if required, to the extent necessary to service all proposed and existing facilities, structures and uses within such phase to be served thereby.

36. Owner shall dedicate all water mains and sanitary sewer mains within the PUD Property to the City and, in connection therewith, shall grant in the Declaration or otherwise grant to the City mutually acceptable easements for the maintenance, repair and

replacement of all sanitary sewer and water lines. Following the installation of such lines, Owner's project engineer shall notify the City that such lines have been installed, and the City shall promptly inspect such lines. The City shall approve such lines so long as they have been installed in accordance with the engineering plans approved as part of the applicable Final Development Plan. Following the City's inspection and approval of such lines, the City shall accept the dedication of such lines to the City as public improvements.

37. Notwithstanding anything contained in this Agreement to the contrary, subject to approval by the Oakland County Road Commission, the parties acknowledge that the offsite traffic improvements described on **Exhibit I** attached hereto which are to be performed with respect to the portions of Big Beaver Road, Coolidge Highway and Cunningham Drive that are located adjacent to and along the PUD Property as described and shown on **Exhibit I** attached hereto (the "Offsite Traffic Improvements") are the only offsite traffic improvements that are required to be completed in connection with the development of the PUD Property. The Offsite Improvements will be completed by Owner at Owner's sole cost.

38. Except as otherwise provided by this Agreement and the FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, the Parties acknowledge and agree that Owner will have the right to develop the PUD Property in incremental phases as necessary to support the improvements contemplated by each PDP submittal including, without limitation, the installation of Infrastructure Improvements pursuant to the Infrastructure PDP, interior roadways and parking facilities. The specifics of the proposed phasing will be determined

by Owner in Owner's sole discretion and identified upon submittal to the City of each Preliminary Development Plan submitted in connection with the development of the PUD Property, provided, that Owner shall not be obligated to install any infrastructure, utilities and/or parking facilities beyond that which are mutually determined necessary to support the improvements contemplated by such PDP submittal. The City acknowledges and agrees that Owner, or its successor(s), may determine that more than one PDP and FDP will be submitted to complete the development of the PUD Property. The sequence, timing and designation of which part of the PUD Property is to be developed, and the uses to be included in the respective PDP, shall be determined by Owner, in its sole discretion, but shall be subject to the terms of this Agreement and the FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP.

39. The City shall grant to Owner and its contractors and subcontractors all City permits and authorizations necessary to modify the existing utilities including electric, telephone, gas, cable television, water, storm and sanitary sewer to the PUD Property and to otherwise develop and improve the PUD Property in accordance with this Agreement and the FDP that has been approved by the City Council or such other applicable governmental authority who is required to approve such FDP, provided, that Owner has first made all requisite applications for permits, complied with the requirements for such permits, and paid all required fees. Any applications for permits from the City will be processed in the customary manner. The City will fully cooperate with Owner in connection with Owner's applications for any necessary county, state, federal or utility

company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Concept Development Plan and this Agreement.

40. All signage for the PUD Property will comply with Title VIII, Chapter 85, known as the City of Troy Sign Ordinance that is in effect as of the Effective Date which is attached hereto as Exhibit J.

41. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Agreement, Troy's Zoning Ordinance and the PUD Regulations do not apply to, and are not enforceable against, a constitutional corporation as formed pursuant to, and governed by, the Constitution of Michigan of 1963 (a "Constitutional Corporation") with respect only to the first seventeen (17) acres of the PUD Property in the aggregate that any one or more such Constitutional Corporations own; provided, however, that if a Constitutional Corporation at any one time owns more than seventeen (17) acres of the PUD Property in the aggregate, such Constitutional Corporation may, in its sole discretion, designate which portion of the PUD Property that it owns which will constitute the portion of the PUD Property that the provisions of this Agreement, the Troy Ordinances and the PUD regulations will not apply to, and will not be enforceable against, up to but not to exceed seventeen (17) acres in the aggregate. For avoidance of doubt, no portion of the PUD Property in excess of the first seventeen (17) acres that is owned by one or more Constitutional Corporations will be exempt from the provisions of this Agreement, Troy's Zoning Ordinance and the PUD Regulations. Notwithstanding anything contained in this Agreement to the contrary, if a Constitutional Corporation owns any portion of the PUD Property, the total amount of square footage of any office space that is constructed by such

Constitutional Corporation on such portion of PUD Property will be applied to the maximum amount of 500,000 square feet of office space that Owner can develop on the PUD Property pursuant to Paragraph 25 of this Agreement. Upon the request of the City or Owner after a Constitutional Corporation completes the construction of any buildings on any portion of the PUD Property that it owns, such Constitutional Corporation will certify to the requesting party in writing the total amount of office space that has been so constructed by such Constitutional Corporation on such portion of the PUD Property.

42. The parcel splits depicted on the Amended Concept Development Plan are for illustrative purposes only. The parties agree and acknowledge that the Land Division Act, MCL 560.101 et seq. governs and controls the number of remaining and allotted splits for Parcel I, Parcel II.A. and the Modified Remaining Parent Parcel.

43. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURES
APPEAR ON FOLLOWING PAGES.]**

**[SIGNATURE PAGE TO AMENDED AND RESTATED PLANNED UNIT
DEVELOPMENT AGREEMENT BETWEEN FORBES/FRANKEL TROY
VENTURES LLC AND THE CITY OF TROY]**

IN WITNESS WHEREOF, each of the undersigned have executed this Amended
and Restated Planned Unit Development Agreement as of the day and year first above-
written.

WITNESSES:

CITY:

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan Baker

Its: Mayor

WITNESSES:

CITY:

CITY OF TROY,
a Michigan municipal corporation

By: _____
M. Aileen Dickson

Its: City Clerk

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

This instrument was acknowledged before me on _____, 2025, by
Ethan Baker, known to be the person described in and who executed the foregoing Amended
and Restated Planned Unit Development Agreement and acknowledged before me that
he/she executed the same on behalf of the CITY OF TROY, Michigan, a Michigan
municipal corporation.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____.
My commission expires: _____.
Acting in the County of _____.

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

This instrument was acknowledged before me on _____, 2025, by M.
Aileen Dickson, known to be the person described in and who executed the foregoing
Amended and Restated Planned Unit Development Agreement and acknowledged before
me that he/she executed the same on behalf of the CITY OF TROY, Michigan, a Michigan
municipal corporation.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____.
My commission expires: _____.
Acting in the County of _____.

**[SIGNATURE PAGE TO AMENDED AND RESTATED PLANNED UNIT
DEVELOPMENT AGREEMENT BETWEEN FORBES/FRANKEL TROY
VENTURES LLC AND THE CITY OF TROY]**

WITNESSES:

OWNER:

FORBES/FRANKEL TROY VENTURES
LLC, a Michigan limited liability company

By: _____
Name: Nathan Forbes
Its: Authorized Signatory

-and-

By: _____
Name: Stanley Frankel
Its: Authorized Signatory

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

 This instrument was acknowledged before me on _____, 2025, by
Nathan Forbes, known to be the person described in and who executed the foregoing
Amended and Restated Planned Unit Development Agreement and acknowledged before
me that he/she executed the same on behalf of FORBES/FRANKEL TROY VENTURES
LLC, a Michigan limited liability company.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____.
My commission expires: _____.
Acting in the County of _____.

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

 This instrument was acknowledged before me on _____, 2025, by
Stanley Frankel, known to be the person described in and who executed the foregoing
Amended and Restated Planned Unit Development Agreement and acknowledged before
me that he/she executed the same on behalf of FORBES/FRANKEL TROY VENTURES
LLC, a Michigan limited liability company.

Print Name of Notary Public: _____
Notary Public, State of _____, County of _____.
My commission expires: _____.
Acting in the County of _____

TABLE OF EXHIBITS

Exhibit A — Legal Description of the Original PUD Property

Exhibit B — Amended Concept Development Plan

Exhibit C — Infrastructure PDP

Exhibit D — Planning Commission Minutes and Resolutions

Exhibit E — City Council Resolution

Exhibit F — Legal Description and Depiction of the PUD Property

Exhibit G — PUD Regulations

Exhibit H — Design Quality Examples

Exhibit I — Offsite Traffic Improvements

Exhibit J – Sign Ordinance

EXHIBIT A

Legal Description of the Original PUD Property

[See attached.]

LIBER 39703 PG 528

EXHIBIT "A"Legal Description for PUD Property

PARCEL I: (Part of Tax I.D. No.: 20-19-430-002)^{PA}
Commencing at the Southeast Corner of Section 19, T2N, R11E, City of Troy, Oakland County, Michigan; thence N00°01'30"W 1240.08 feet along the East line of said Section 19; thence S89°30'00"W 60.00 feet for a PLACE OF BEGINNING; thence S89°30'00"W 1007.36 feet along the North right-of-way line of Cunningham Drive (100.00 feet wide); thence continuing 24.33 feet along the arc of a 285.00 foot radius circular curve to the left, with a central angle of 04°53'29", having a chord which bears S87°03'17"W 24.32 feet along the North right-of-way line of said Cunningham Drive; thence N00°01'30"W 537.20 feet; thence N89°49'05"E 631.62 feet along the South line of "Sheffield Manor Subdivision" as recorded in Liber 142, Pages 22-24, Oakland County Records; thence S00°01'30"E 88.57 feet; thence N89°58'30"E 400.00 feet; thence S00°01'30"E 440.77 feet along the West right-of-way line of Coolidge Highway (120.00 feet wide) to the Place of Beginning, containing 11.81 acres of land, more or less. Being subject to easements, conditions, exceptions and restrictions of record, if any.

DESCRIPTION OF PARCEL II: (Tax I.D. No.: 20-19-476-001)
Commencing at the Southeast Corner of Section 19, T2N, R11E, City of Troy, Oakland County, Michigan; thence N00°01'30"W 120.00 feet along the East line of said Section 19; thence S89°30'00"W 60.00 feet for a PLACE OF BEGINNING; thence S44°48'54"W 42.60 feet; thence S89°30'00"W 903.00 feet; thence N00°01'30"W 12.00 feet; thence S89°30'00"W 227.00 along the North right-of-way line of Big Beaver Road (204.00 feet wide); thence N45°15'40"W 42.22 feet; thence N00°01'30"W 824.57 feet along the East right-of-way line of Cunningham Drive (100.00 feet wide); thence along the Southeasterly right-of-way line of said Cunningham Drive 289.06 feet along the arc of a 185.00 foot radius circular curve to the right, with a central angle of 89°31'26", having a chord which bears N44°44'15"E 260.54 feet; thence N89°30'00"E 1006.55 feet (recorded as 1006.53 feet) along the South right-of-way line of said Cunningham Drive; thence S00°01'30"E 1020.06 feet (recorded as 1020.04 feet) along the West right-of-way line of Coolidge Highway (120.00 feet wide) to the Place of Beginning. EXCEPTING that part of Parcel II described as follows: Commencing at the Southeast Corner of Section 19, T2N, R11E, City of Troy, Oakland County, Michigan; thence N00°01'30"W 120.00 feet along the East line of said Section 19; thence S89°30'00"W 60.00 feet; thence S44°48'54"W 25.53 feet for a PLACE OF BEGINNING; thence continuing S44°48'54"W 17.07 feet; thence S89°30'00"W 903.00; thence N00°01'30"W 12.00 feet; thence N89°30'00"E 915.03 feet along the Northerly right-of-way line of said Big Beaver Road to the Place of Beginning. Said parcel, less its exception contains 28.18 acres of land, more or less. Being subject to easements, conditions, exceptions and restrictions of record, if any.

EXHIBIT B

Amended Concept Development Plan

[See attached]

Project Vision

Somerset Collection West is intended to build on the rich heritage of the Somerset Collection and the Big Beaver Corridor.

With a strong sense of place and a mix of uses, Somerset West will be a unique destination for the local community, and the region.

A distinctive environment that focuses on walkability, open space, connectivity, and beautiful landscaping will highlight a blend of architecture consistent with the Somerset aesthetic.

Somerset West will be a regional destination supported by all aspects of good planning, unique architecture, open space, and sustainability to attract year-round activity and living.

Executive Summary

Somerset Collection West will be a destination for the local and regional communities alike. A mix of uses, including a world-class medical facility, highly amenitized residential living, food and beverage options and support services, will highlight the parcel of land formerly known as the Kmart Headquarters.

A carefully blended mix of medical office, residential, hospitality, service retail, food and beverage and health & wellness, will be a source of pride for local residents and the broader community.

This exemplary development promises to build on the rich history of the Somerset Collection and will certainly provide a stimulus to the Big Beaver Corridor. An increased tax base and a wide range of job opportunities, living options combined with the re-birth of an obsolete property will highlight the continuation of the development of the Big Beaver Corridor.

Somerset West will provide the City of Troy an unparalleled development that will include:

- Walkability for local residents and year-round community activities.
- Open space for residents, employees, and the community to enjoy.
- A mix of uses will highlight a generous amount of green space.
- Somerset West will be a catalyst for future investments and set a benchmark for further development along the Big Beaver Corridor.

Somerset West is designed to take advantage of its premier location by building a mix of uses in a highly intended active blend of open space connecting all its uses at urban/suburban scale.

Amenities

A world-class healthcare facility developed by University Michigan Medicine, which is their first endeavor into Oakland County. University of Michigan Medicine currently does not have a facility east of I-275, this facility will service Oakland County and save patients countless hours of not having to travel to and from Ann Arbor. It will also provide much needed employment opportunities for highly educated and a highly skilled workforce. The site will be a walkable live, work, and play community with a generous park and open spaces. The park will have unlimited programming opportunities and over an acre of green space, it will serve as a meeting place for many. The site will have world class landscape design, contemporary street and pedestrian lighting and public seating. Residential components will complement the medical facility and consist of several opportunities of best in class rental units and for sale units. Best in class dining will complement the Somerset Collection to the east with outdoor dining opportunities and generous sidewalks to contribute to a world class develop.

Land Use

Somerset West PUD provides a wide variety of uses arranged horizontally and vertically to ensure compatibility with the PUD and the adjacent neighbors. A community park setting with pedestrian access surrounded by medical treatment facility and office, retail shops, offices, restaurants, fitness center, hotel, and residences of varying types. Uses shall be located in appropriate locations on the site, per the Use Diagram.

Permitted Use

Office Uses (Up to 500,000 square feet)

- General, professional, medical treatment facility, ambulatory care center with multiple medical specialties, and medical offices (including, but not limited to clinics, laboratories, and offices for similar professions, including veterinarians)
- Research facility.
- Financial institutions, such as banks or credit unions, drive through windows are permitted at one facility.
- Publicly owned and operated facility, including post office, libraries, museums, community and meeting, government offices, meeting, facilities, and recreation facilities.
- Schools, including university.
- Similar uses to the above, consistent with the intent of this PUD, as determined by the Planning Commission, provided parking is sufficient.

Retail Uses (Up to 300,000 square feet)

- General and specialty retail, including, but not limited to the following:
- Professional convenience services such as salons, spas, retail dry cleaners.
- Sales of hard and soft goods and other merchandise such as apparel, crafts, electronics, gifts, home furnishing, medical supplies, toys, pharmaceuticals, limited to 20,000 SF per floor.
- Food Stores such as grocery store and specialty or gourmet markets, bakery, flowers shops, shops, nursery, delis, coffee shops, cafés, etc.
- Full-service restaurants, bars, breweries, and distilleries.
- Restaurants – takeout, coffee, shops, ice cream shops, deli, or café (drive-through windows are not permitted)
- Entertainment uses – cinemas, live theaters, performing arts center, indoor recreation, billiard halls, and dance studios.
- Accessory structures and uses customarily incidental to the listed uses, and otherwise compatible with a pedestrian orientation environment, such as temporary and permanent outdoor pavilions, plazas, outdoor seating, outdoor performance stages, kiosk, sales stands, mobile sales cards, outdoor café, seating, food trucks, to be approved administratively.
- Similar uses to the above, consistent with the intent of this PUD, as determined by the Planning Commission, provided parking is sufficient.

Residential Uses (Up to 750 units)

- Multifamily Buildings (Condominiums Apartments)
- Townhomes and lofts
- Live work units
- Senior housing (independent and assisted-living)
- Similar uses to the above, consistent with the intent of this PUD, as determined by the Planning Commission, provided parking is sufficient.

Hotel Uses (Up to 250 rooms)

- Hotel
- Similar uses to the above, consistent with the intent of this PUD, as determined by the Planning Commission, provided parking is sufficient.

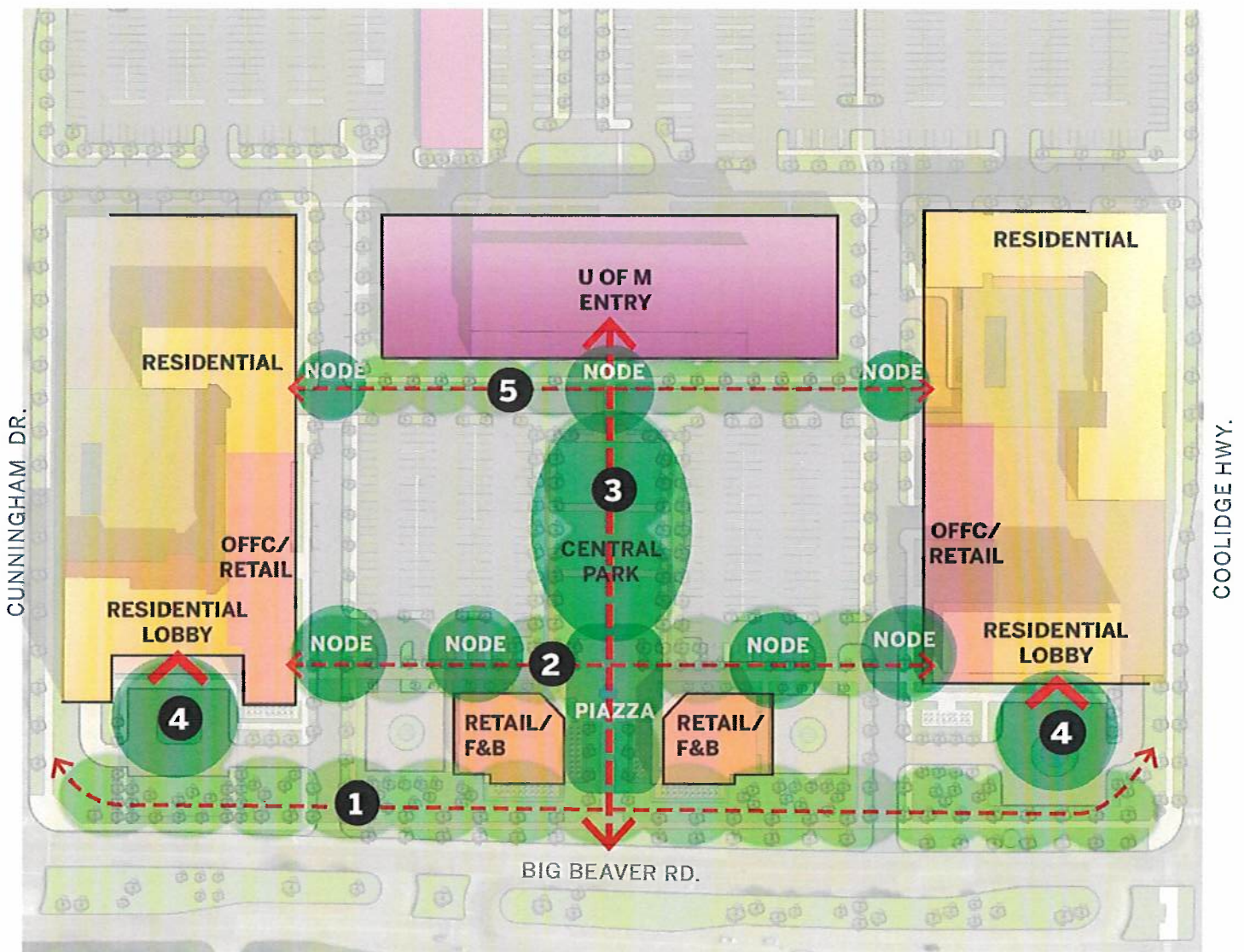
Public Benefit and Public Impact Statement

The Somerset West PUD will offer a best in class healthcare facility by University Michigan Medicine, which is currently not available in Oakland county. The public benefit of a medical facility by the University of Michigan is unmeasurable and will have a positive impact on the health and well-being of hundreds of thousands City of Troy and Oakland County residences. Not to mention the removal of a blighted 975,000 square foot building, parking structure and surface lots. The development will provide increased tax revenue for The City of Troy, Oakland County and The State of Michigan. This development will provide a one of a kind live, work, and play environment not currently found in southeastern Michigan, with best in class for rent apartments, best in class for sale condominium units and best in class dining options.

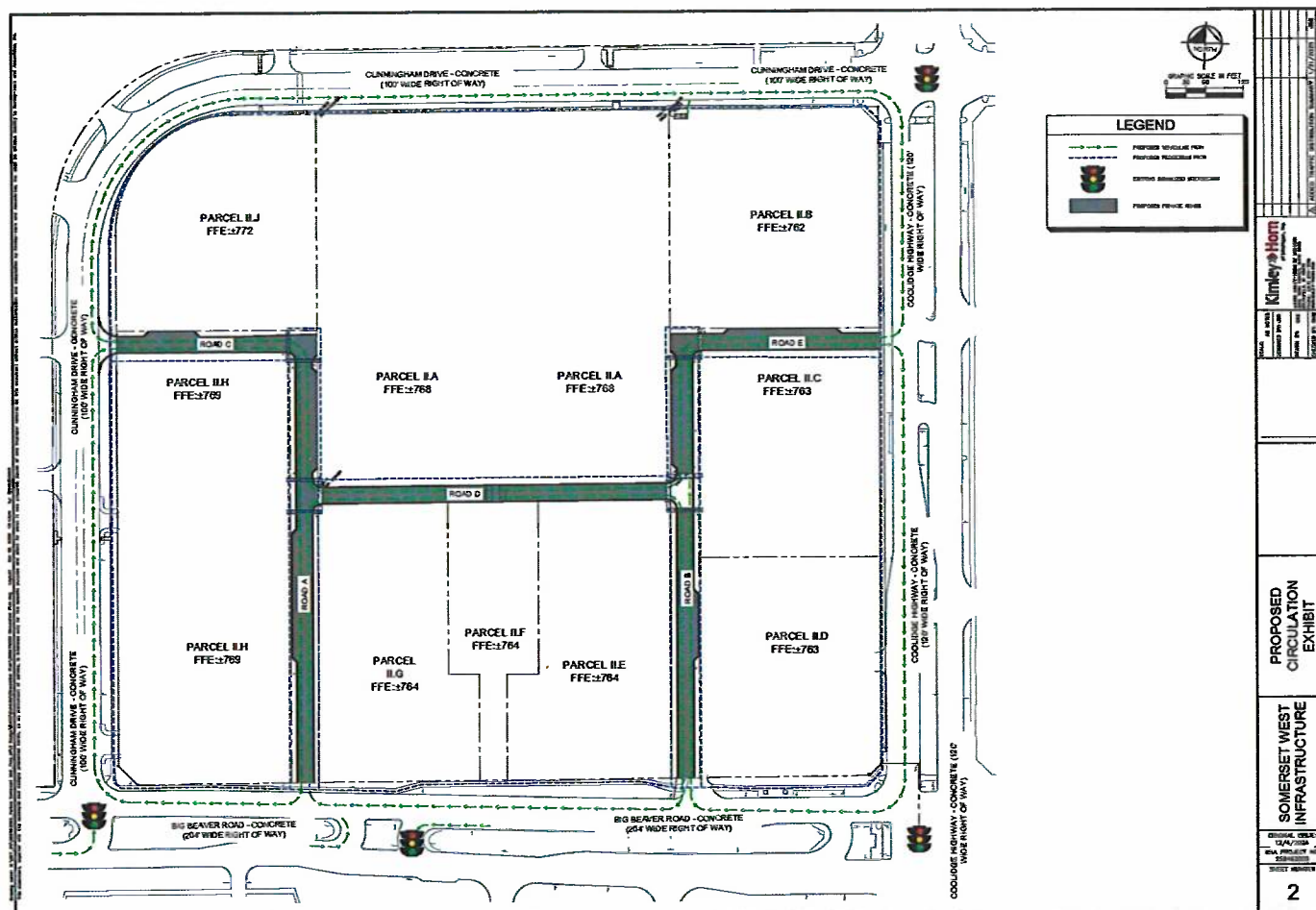
Design and Place Making

The design ideas of the master plan will focus on creating vibrant “nodes” of activity with an identifiable character. The development allows both residents and guest to meet several daily needs, emphasizing walkability and connectivity.

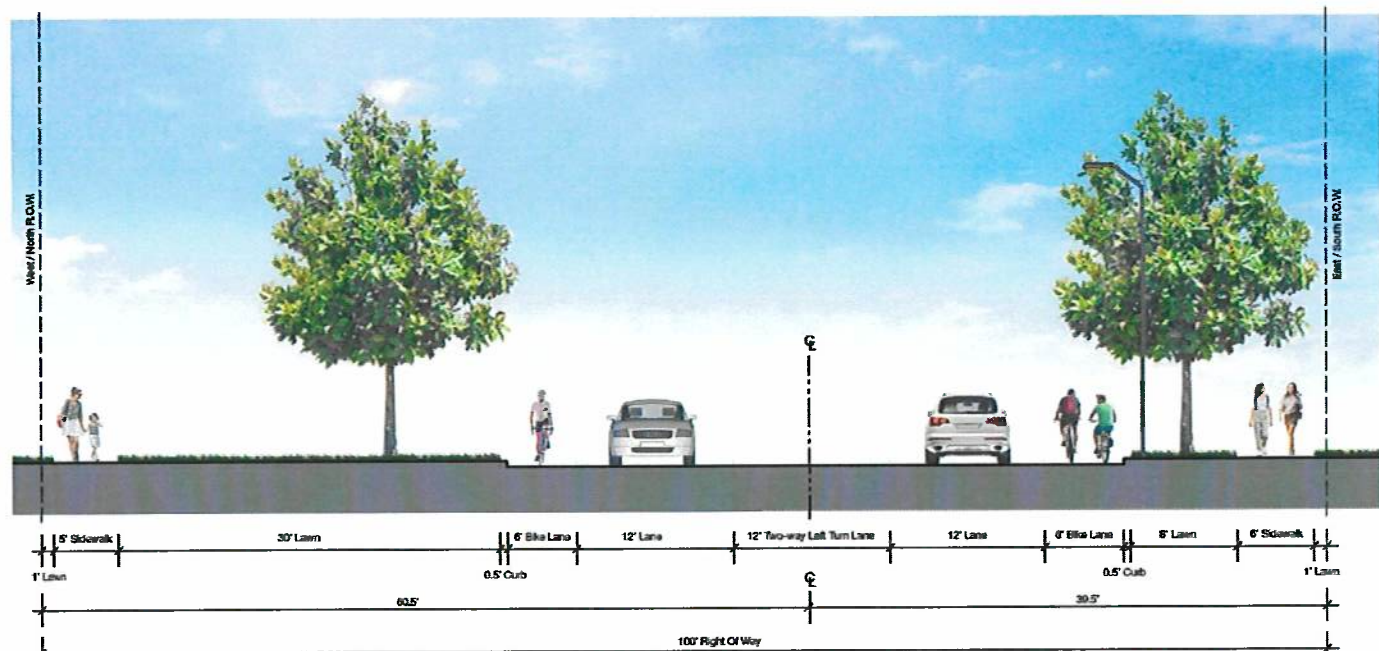
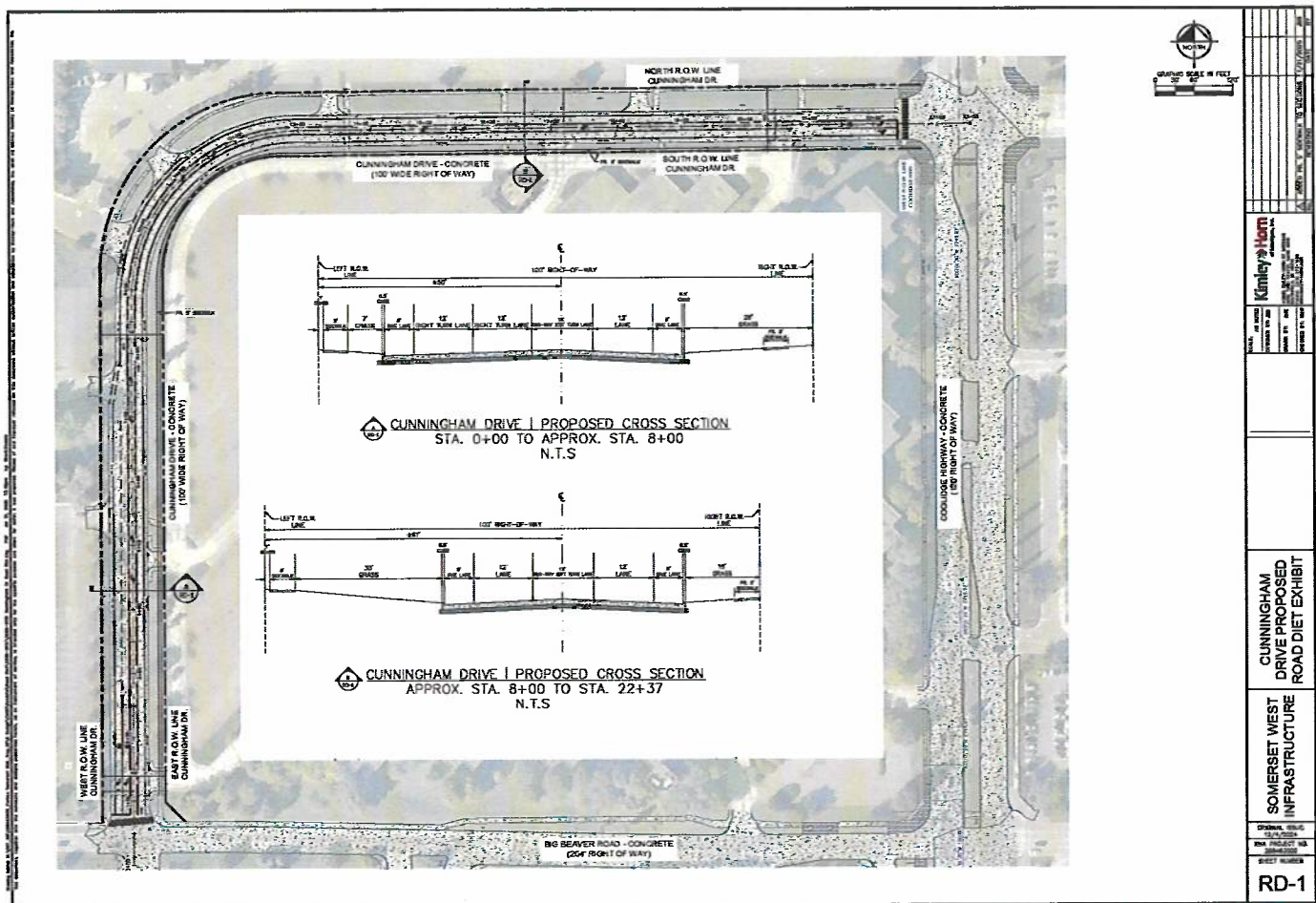
1. Big Beaver Landscape Corridor
2. Promenade / Restaurant Row – East-West connection with intermediate landscaped nodes and center piazza
3. Central Park / Pedestrian Spine – North-South connection from piazza through central park to university of Michigan medical facility entry
4. Landscaped Drop Off Zones – Residential Drop Off Zones set back from Big Beaver Road
5. Residential Walk – University of Michigan medical facility entry court and east-west residential connector



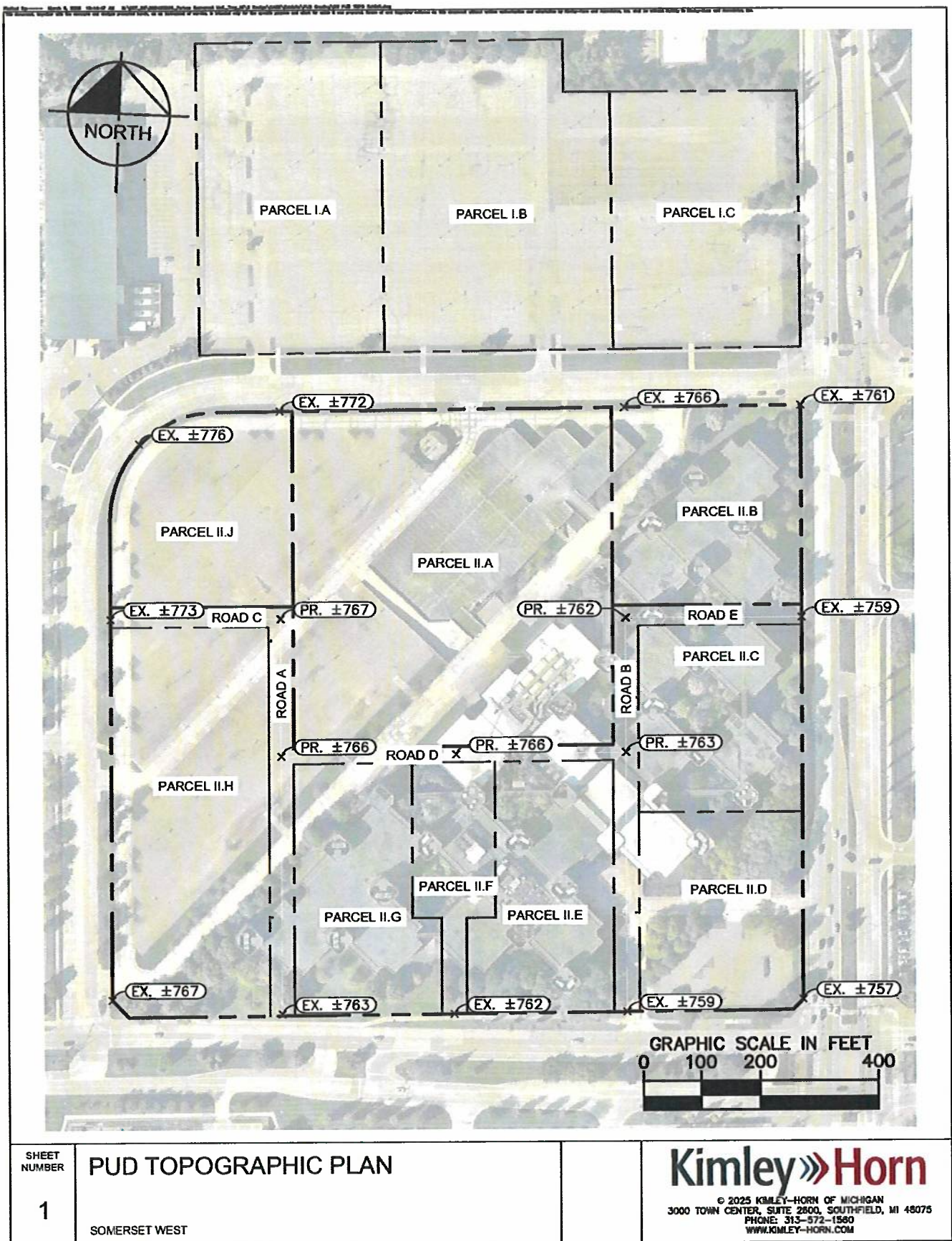
Site-generated traffic is expected to predominantly (80%) approach the site via the Big Beaver corridor. Approximately 20% of site-generated traffic is expected to approach the site via Coolidge Highway. The distribution assumptions are based on a review of surrounding land uses, prevailing traffic volumes/patterns, characteristics of the street system, and the ease with which motorists can travel over various sections of that system. The internal site circulation plan provides connectivity between uses, promotes pedestrian activity, and emphasizes a park environment for residents, employees, and visitors to visit multiple uses in a single trip.



Cunningham Drive Proposed Cross Section



Cross Section B (Above)



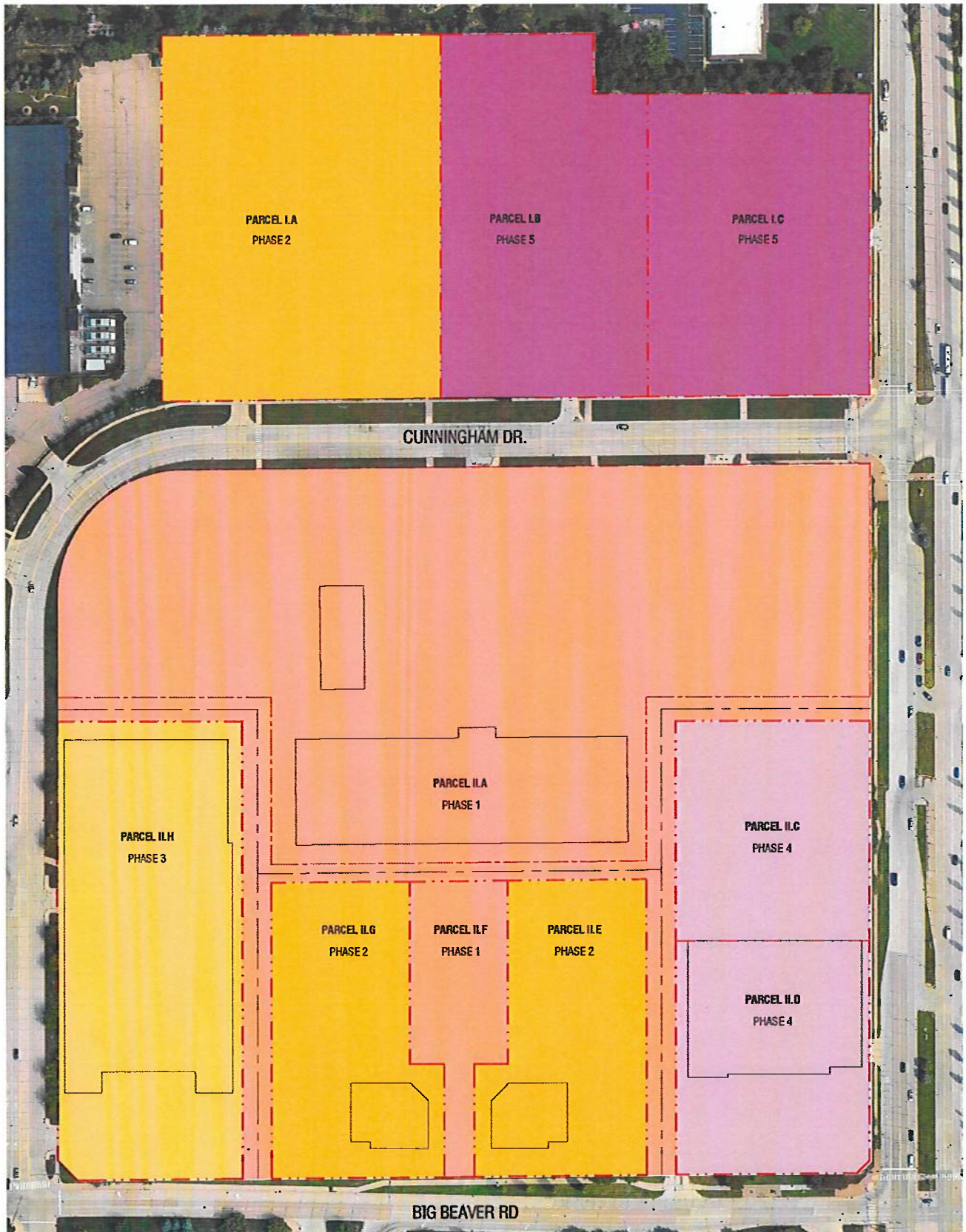


--- Indicates Parcel I.A and II.A are contemplated to be sold to a Constitutional Corporation



Use Diagram

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ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025

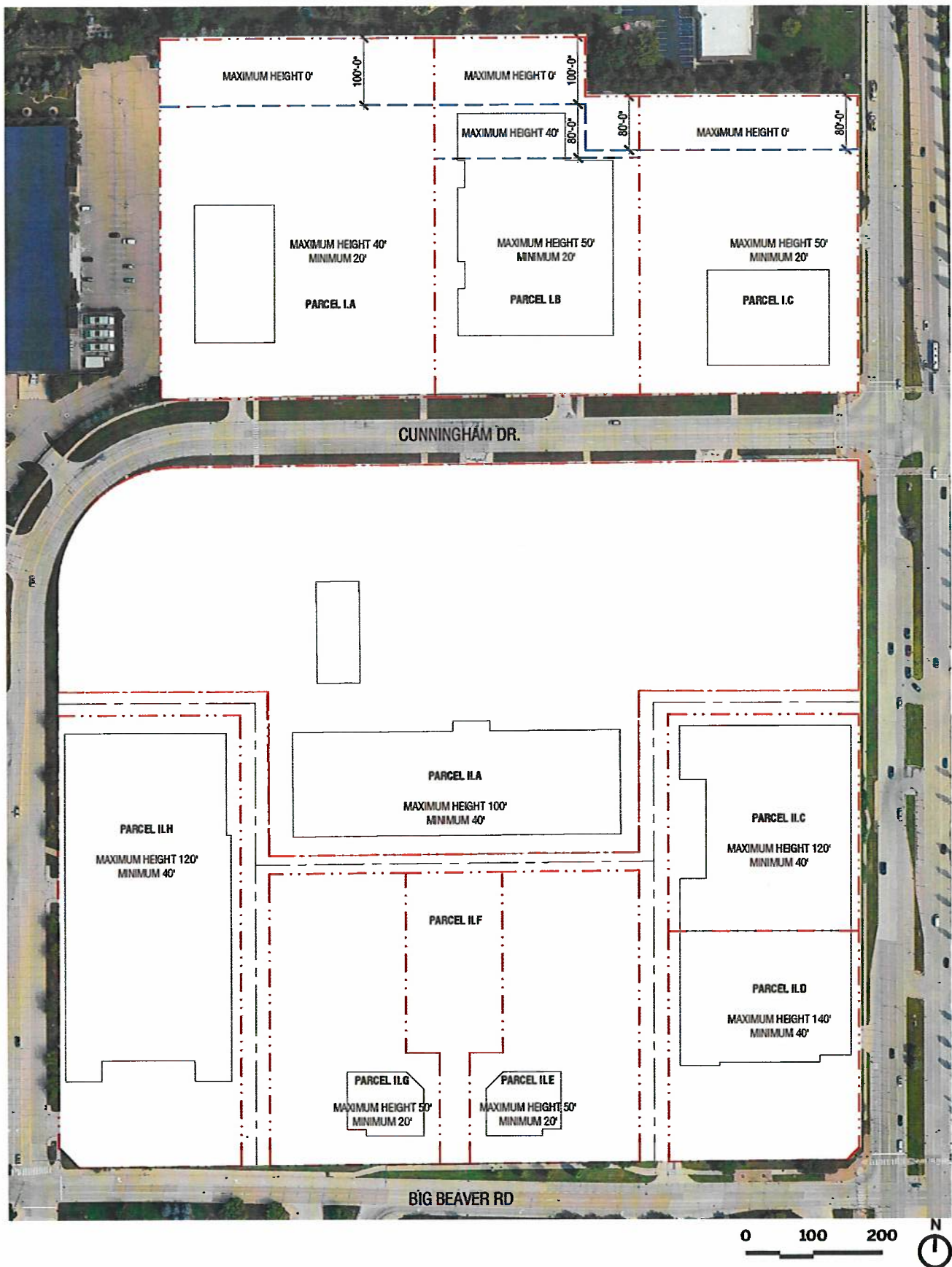


- Phase 1 (Applicant seeks concurrent PDP Approval for Phase 1 with CDP Approval)
- Phase 2 Phase 3 Phase 4 Phase 5



Phasing Diagram

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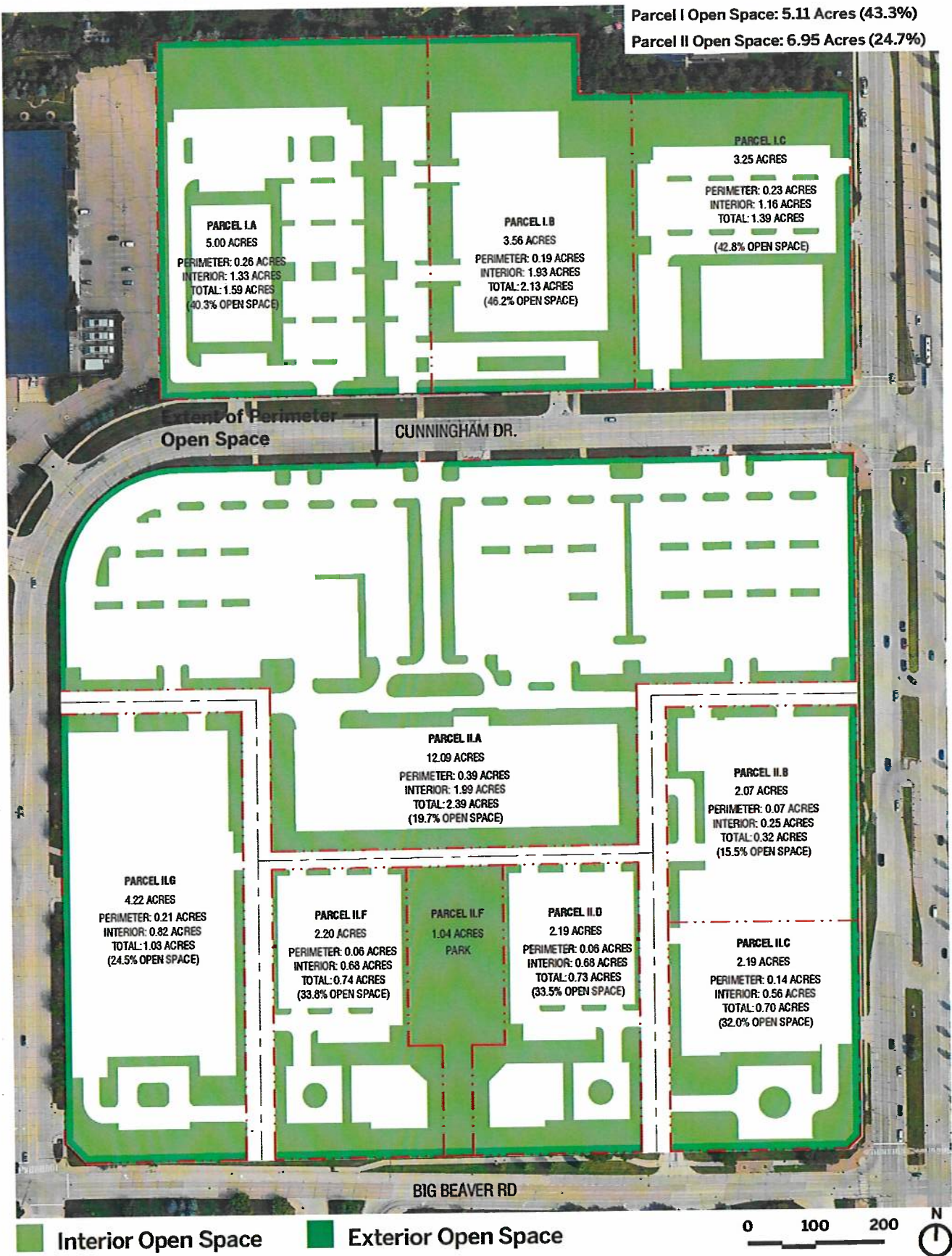
Height Diagram

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ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025



3D Height Diagram

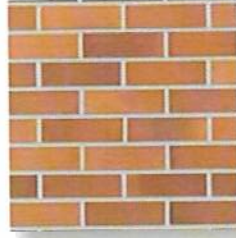
Open Space elements will be provided throughout the entire site. Open Space will exceed the minimum 15% requirement of the Big Beaver Zoning District



Open Space Diagram



**1. Masonry
(Red Brick)**



**2. Masonry
(Brown Brick)**



**3. Masonry
(Charcoal Brick)**



**4. Masonry
(White Brick)**



**5. Cast-In-Place or
Precast Concrete
(Light Gray)**



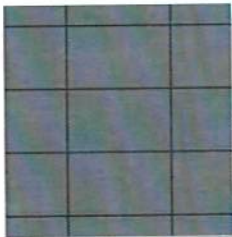
**6. Stone
(Cream)**



**7. Stone
(Light Gray)**



**8. Stone
(Off White)**



**9. Metal
(Gray)**



**10. Metal
(Dark Gray)**



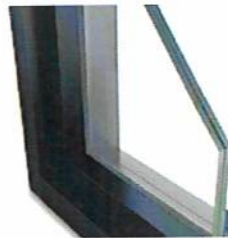
**11. Wood
(Light Brown)**



**12. Wood
(Brown)**



**13. Fiber
Cemente**



14. Glass

Architectural Characteristics and Materials

The general architectural character will reflect the fine qualities and traditions in the City of Troy and neighboring communities. Each structure will have its own identifying architecture that will work in harmony with buildings throughout the PUD to provide a cohesive and pleasant visual appearance. Building façade characteristics will offer a high degree of three dimensionality; scale and proportions suitable for each use; shade and shadow; and textures found in best-in-class architecture.

Building architecture to comply with the Big Beaver Corridor standards, however the City Council based on recommendations from the Planning Commission may waive certain requirements in lieu of good architectural design and quality materials.

Note Key:



1. Masonry



2. Metal



3. Glass

Note Key:



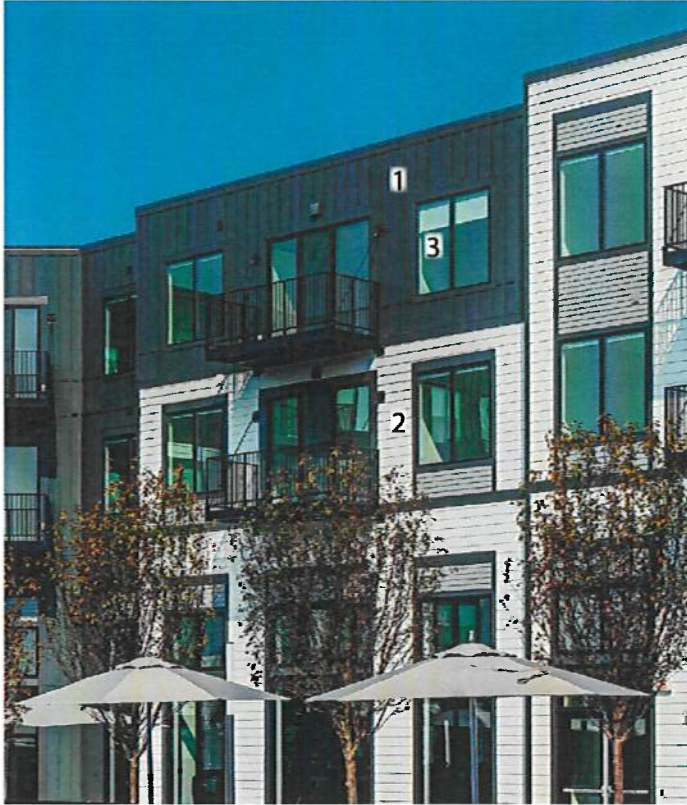
1. Masonry



2. Metal



Architectural Characteristics



Note Key:



1. Metal



2. Fiber Cement



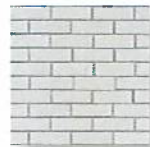
3. Glass



Note Key:

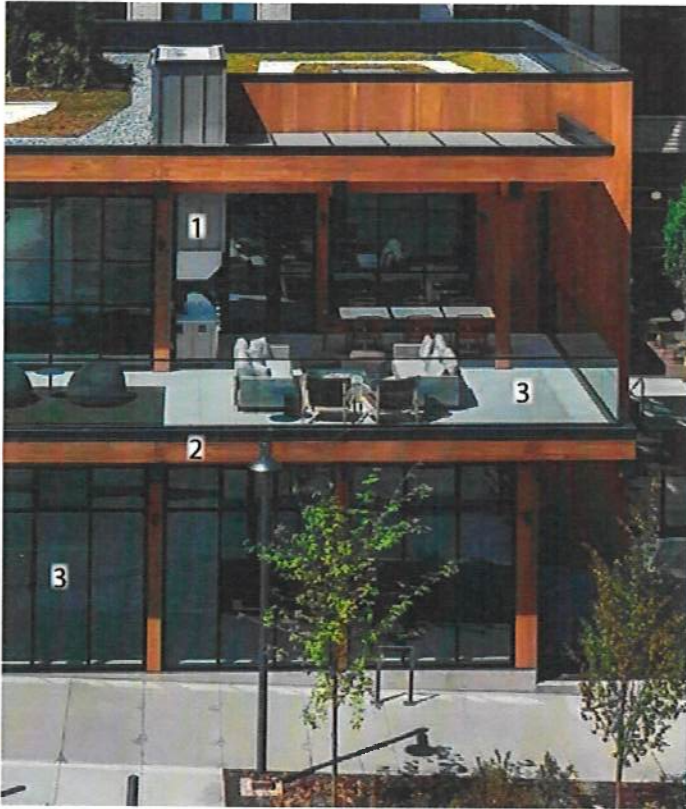


1. Masonry



2. Glass





Note Key:



1. Metal



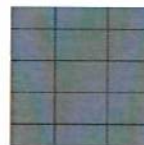
2. Wood



3. Glass



Note Key:



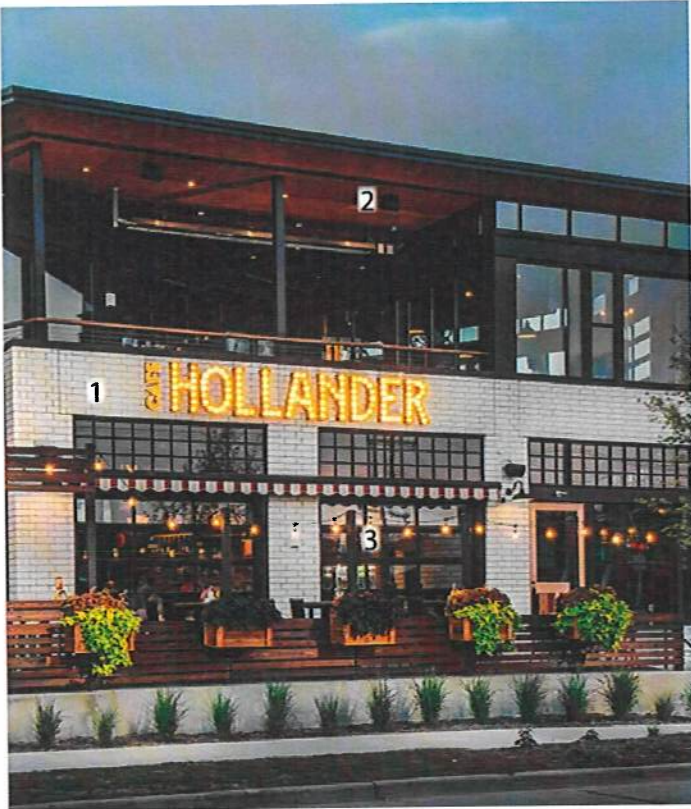
1. Metal



2. Glass

Architectural Characteristics

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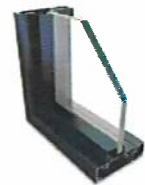
Note Key:



1. Masonry



2. Wood



3. Glass



Note Key:



1. Precast
Concrete



2. Glass

Architectural Characteristics

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Aerial Looking Northwest



Aerial Looking North

Overall Views

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Aerial Looking North



Pedestrian Spine Looking North

Center Pedestrian Spine Views

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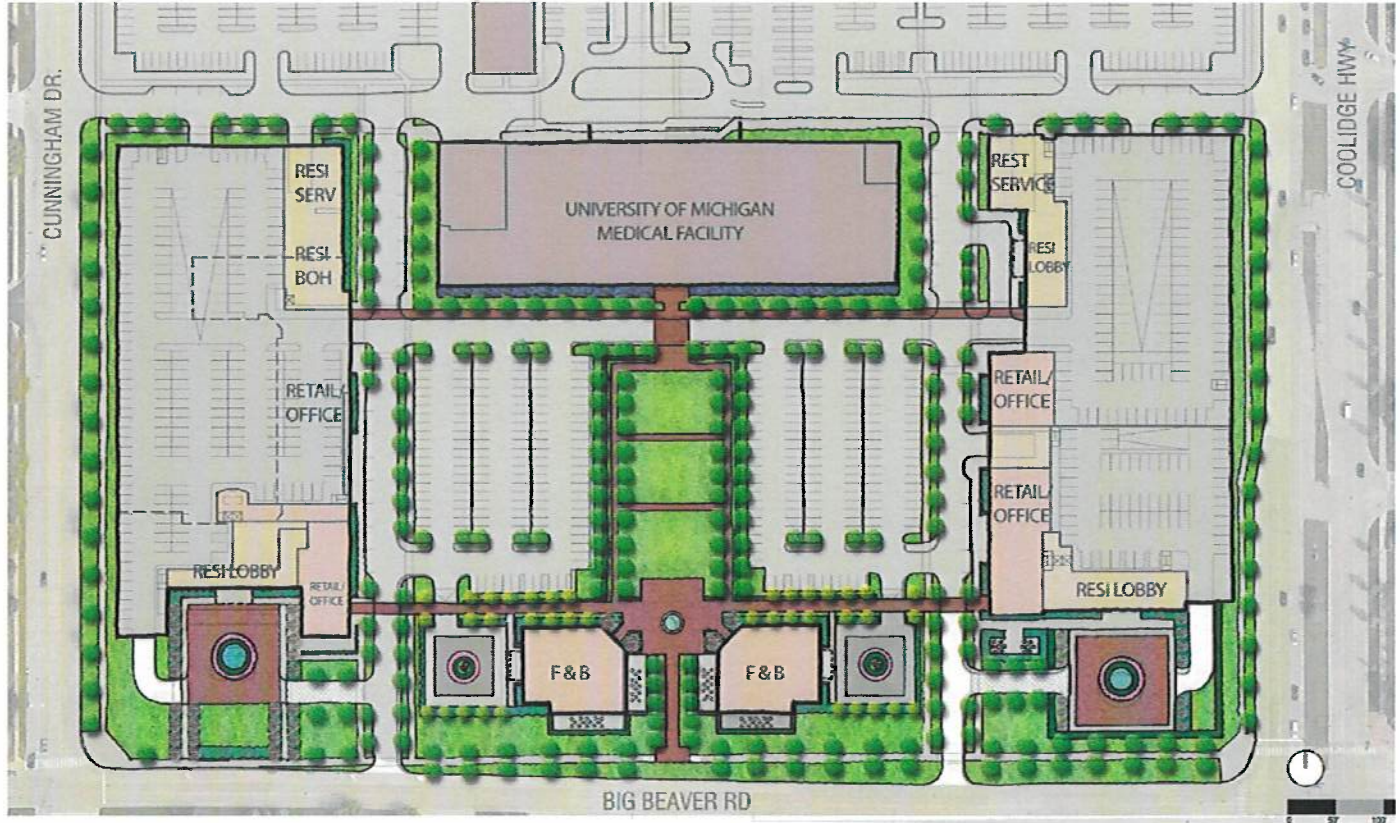
Piazza Looking Northeast



Piazza Looking Southwest

Piazza Views

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Landscape Design Aesthetic

The general landscape design aesthetic throughout the site will be one that is cohesive, unifies the site and complements the architecture. A mix of deciduous shade and ornamental trees, evergreen trees, shrubs, perennials, annuals, and groundcovers will be utilized to provide an organizing framework with seasonal interest throughout the site.



Plant Material

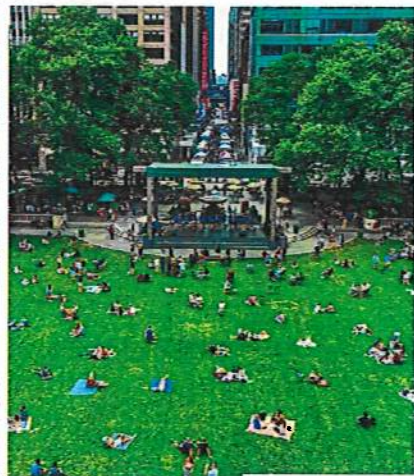
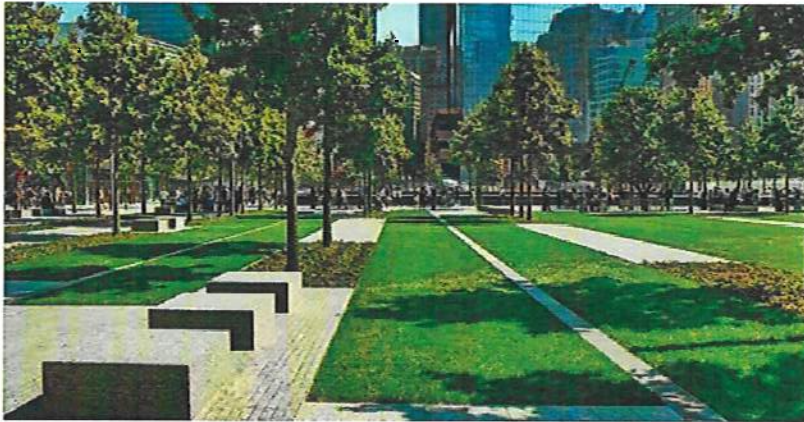
Evergreen and/or deciduous hedges will be incorporated to screen potentially objectionable views into parking lots and service areas and help define pedestrian / vehicular zones. Various plant types will be included to complement the character of the buildings. The landscape will include plant materials that are hardy to the Midwest region, utilizing native plants where appropriate. Planting materials will be specified to help conserve water.

Tree and shrub sizes will meet or exceed the minimum city standards. The size, quantity and spacing will be appropriate for the location in the initial placement and its projected appearance at maturity.



Open Park Space

A central open park space will be provided within the development to provide opportunities for residents, business employees, and visitors as well as the general public to enjoy a moment of respite during the day or experience a multitude of programmed or non-programmed activities during the evenings and /or weekends. The large, central, open park area will allow for flexibility in programming and usage of the park. The park will consist of appropriately scaled pedestrian walkways, lighting and trees for shade and scale. A hedge will line the outside perimeter of the park to help define the edges between pedestrian and vehicular zones as well as screen views into the adjoining parking lots. Both intimate as well as more interactive seating opportunities will also be incorporated throughout the park.



Site Furnishings

Pedestrian scaled site furnishings will be located strategically throughout the site and align with other elements along the streets and within the park. Seating will be durable, comfortable, attractive, anchored, and easy to maintain. A variety of bench types, low seat walls or other seating types will be provided in public and common spaces. Trash receptacles will be conveniently located near benches and other activity nodes, but not immediately adjacent to seating. Trash receptacles, bike racks and other potential site amenities will be of similar product family or style and will be complementary with the street lighting.



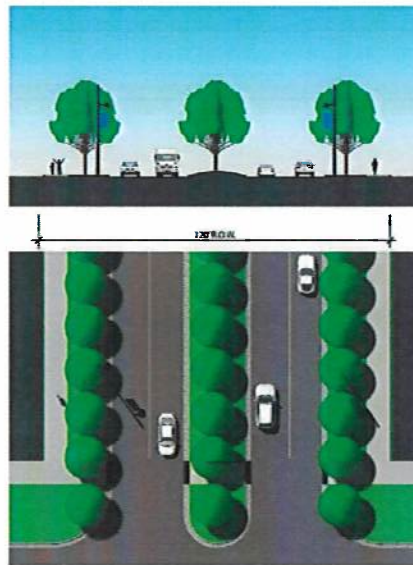
Greenbelts

Greenbelt landscape will be provided along Big Beaver Rd., Coolidge Highway, and Cunningham Drive per city ordinance. These greenbelts will be developed to follow the intent of The Big Beaver Design Guidelines and provide visual relief and interest for the development.

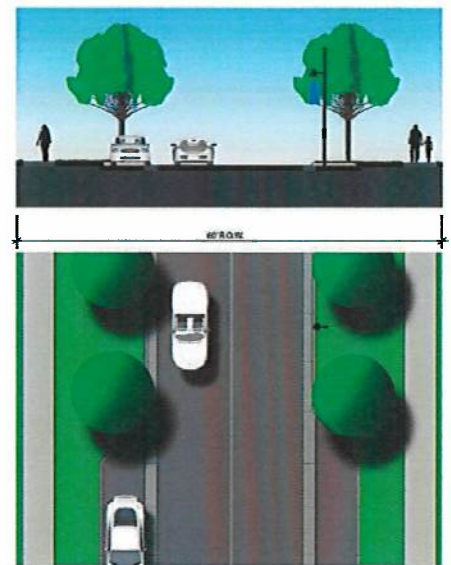
- **Big Beaver (Primary Corridor A - 204' ROW)**- A double row of large shade trees will line both sides of the widened sidewalk along the north side of Big Beaver to help create a unified aesthetic along Big Beaver, toward transforming the road into a world-class blvd.
- **Coolidge Highway (Arterial Road - 120' ROW)** – A single row of large, shade trees to help buffer, soften and scale down the buildings and parking deck will line Coolidge Highway. Shrub plantings will be installed along the base of the buildings and parking deck to soften and present a more pedestrian scale feel along the roadway and sidewalk.
- **Cunningham Drive (Collector Road - 60' ROW)** – A single row of large, shade trees to help buffer, soften and scale down the buildings and parking deck will line Cunningham Drive. Shrub plantings will be installed along the base of the buildings and parking deck to soften and present a more pedestrian scale feel along the roadway and sidewalk.



Primary Corridor A



Arterial Road



Collector Road

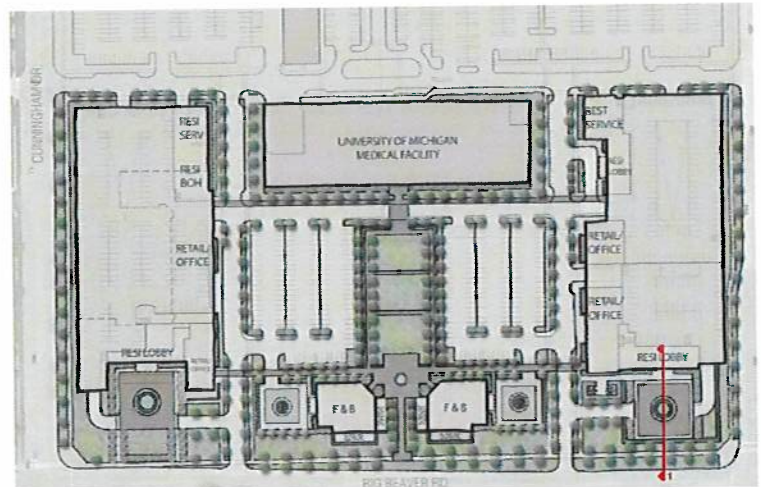
All greenbelts will include appropriately scaled sidewalks, landscaping, lighting, and street amenities consistent with the Big Beaver Design guidelines.

Thoughtful consideration will be used in addressing the views into the site from the major intersections and roadways. Key views into the site will occur at the intersections of Coolidge Highway and Big Beaver Rd. as well as Cunningham Dr. and Big Beaver Rd. to help connect the residential developments to the surrounding community. A purposeful opening in the landscape will also occur mid-block along Big Beaver Rd. to allow for visual and pedestrian connections deep into the site and up to the proposed U of M medical facility.



Note Key:

1. Double Row of Shade Trees in Lawn Along Big Beaver Road
2. 8' Wide Concrete Sidewalk
3. Center Island Landscape - Mix of Evergreen, Deciduous, and Ornamental Plants
4. Low Evergreen Hedge to Screen Parking Areas
5. Shade Trees Along Entry Drive Aisle Beyond
6. Ornamental Building Foundation Plantings



Key Map

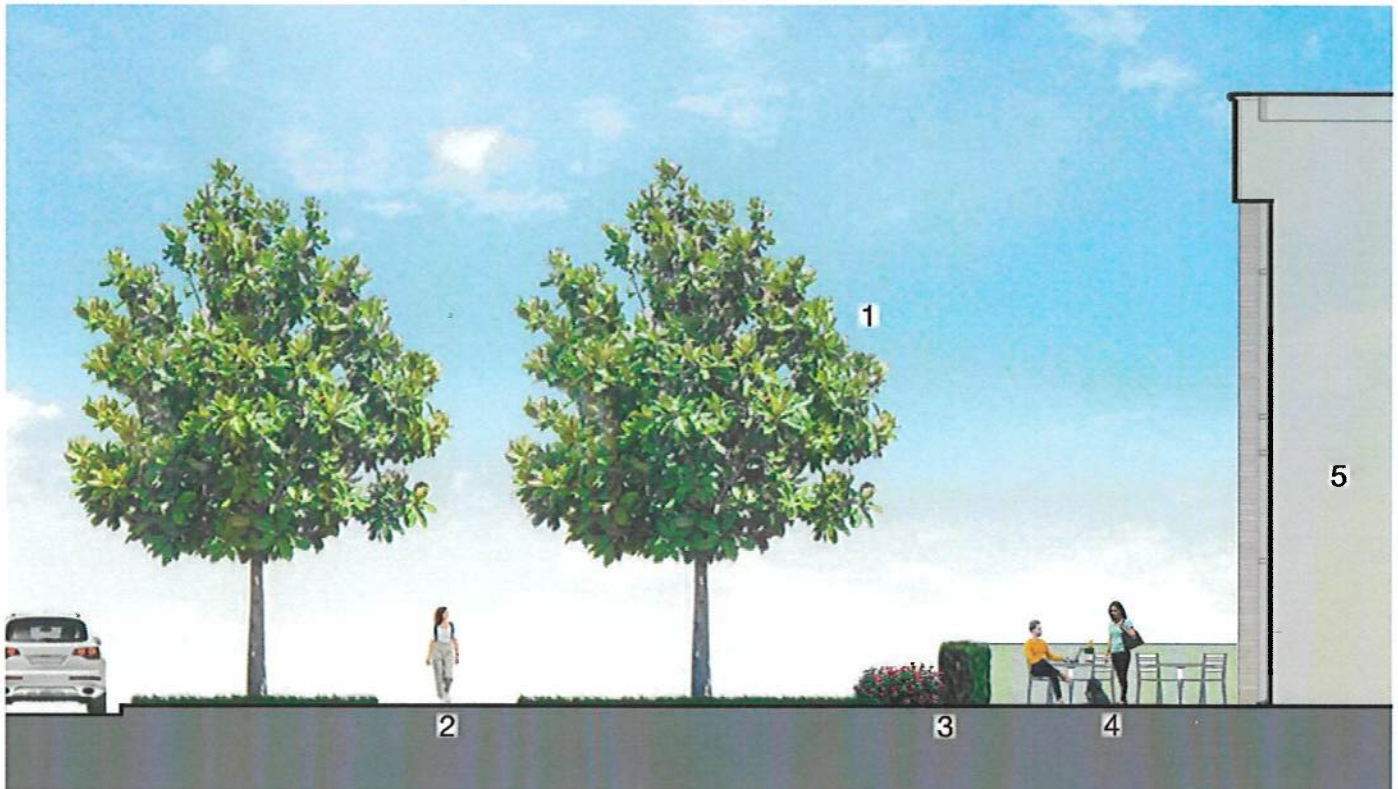
General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 1

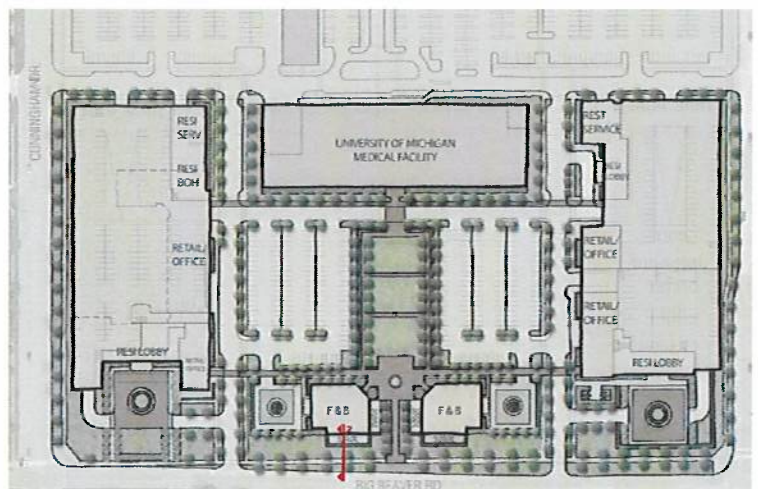
Residential Auto Court | Big Beaver Rd.

SOMERSET WEST › THE FORBES COMPANY
GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025



Note Key:

1. Double Row of Shade Trees in Lawn
2. 8' Wide Concrete Sidewalk
3. Evergreen / Deciduous Hedge with Ornamental Foreground Plantings
4. Outdoor Seating / Dining
5. Restaurant



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 2

Restaurant Terrace | Big Beaver Rd.

SOMERSET WEST › THE FORBES COMPANY
GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025

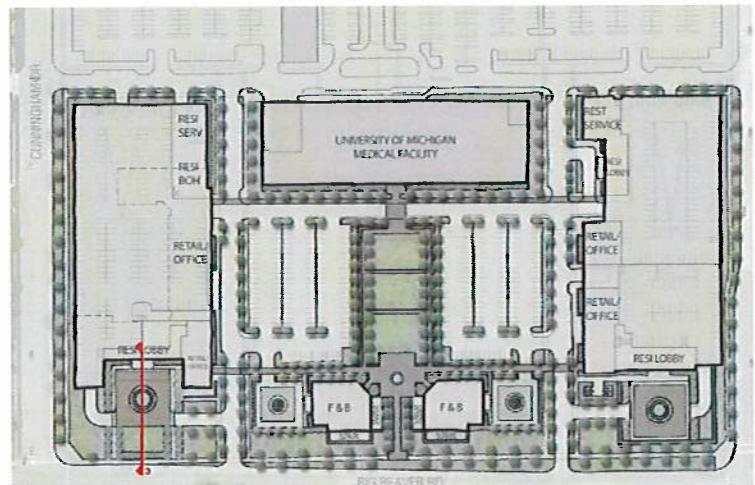


Note Key:

1. Shade Trees Beyond
2. 8' Wide Concrete Sidewalk
3. Evergreen / Deciduous Hedge with Ornamental Foreground Plantings
4. Ornamental Foundation Plantings
5. Center Island Landscape - Mix of Evergreen, Deciduous, and Ornamental Plants

Residential / Restaurant Drop-off Zones

All drop off zones will be landscaped to provide a welcoming environment. Ornamental trees, shrubs, perennials, annuals, and groundcovers will be incorporated to provide scale and seasonal interest.



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

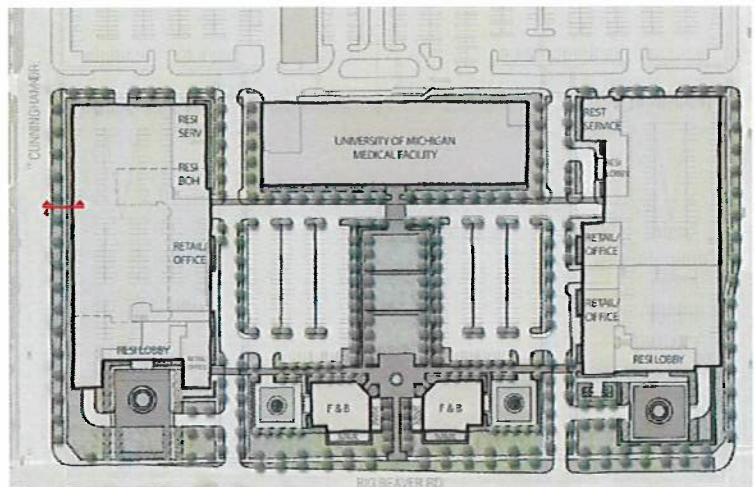
Section 3

Drop-off Zones | Big Beaver Rd.



Note Key:

1. Single Row of Large Shade Trees in Lawn
2. Minimum 5' Wide Concrete Sidewalk
3. 6' Wide Bike Lane
4. Foundation Plantings
5. Existing Street Lighting



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 4

Typ. Streetscape | Cunningham Dr.

SOMERSET WEST › THE FORBES COMPANY
 GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025



Note Key:

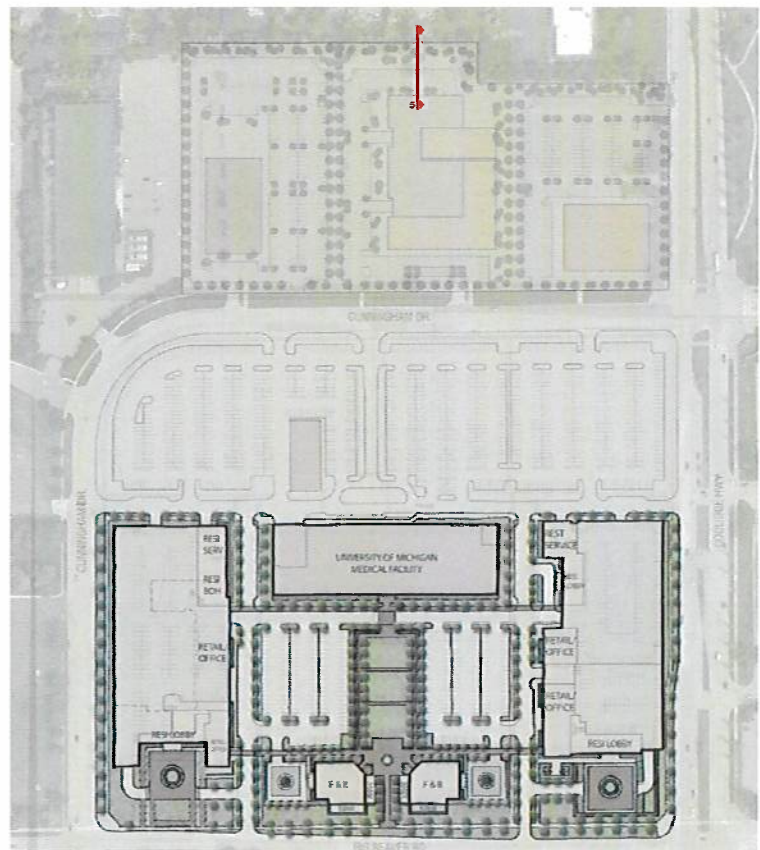
1. Mix of Existing Deciduous and Evergreen Trees on Berm
2. Mix of Shade and Understory Trees in Lawn
3. Future Building and Foundation Plantings

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Northern Buffer Zone

Currently the site has a landscaped berm on the north end of the site adjacent to the residential neighborhood. The berm will be maintained, and additional plantings will be added, if required, in accordance with the current zoning ordinance. A 100-foot set back from the property line to the face of any proposed buildings will be implemented relative to residential houses. A 40-foot set back from the property line to the building face of any proposed buildings will be implemented relative to the existing church.



Section 5

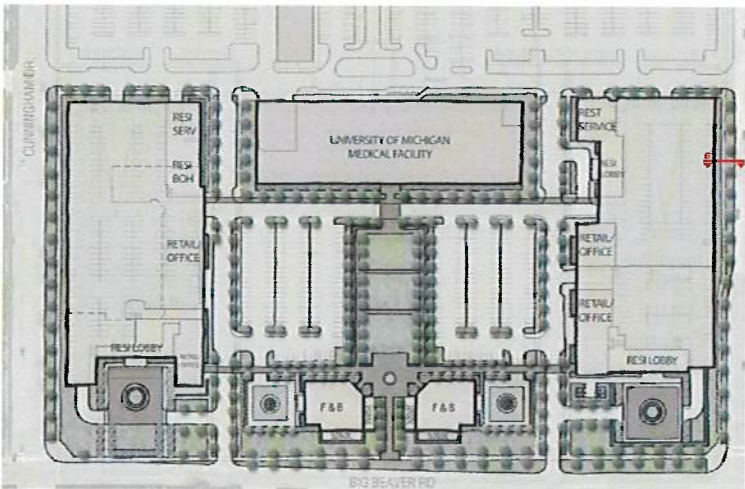
Northern Buffer Zone

SOMERSET WEST › THE FORBES COMPANY
GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025



Note Key:

- 1. Single Row of Large Shade Trees in Lawn
- 2. 8' Wide Concrete Sidewalk
- 3. Foundation Plantings



Key Map

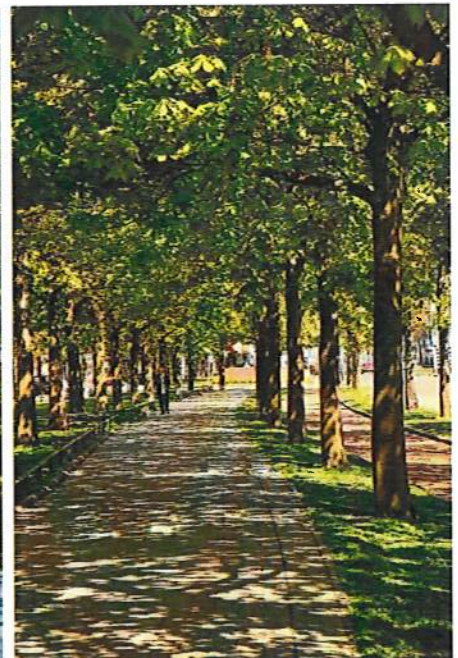
General Note:

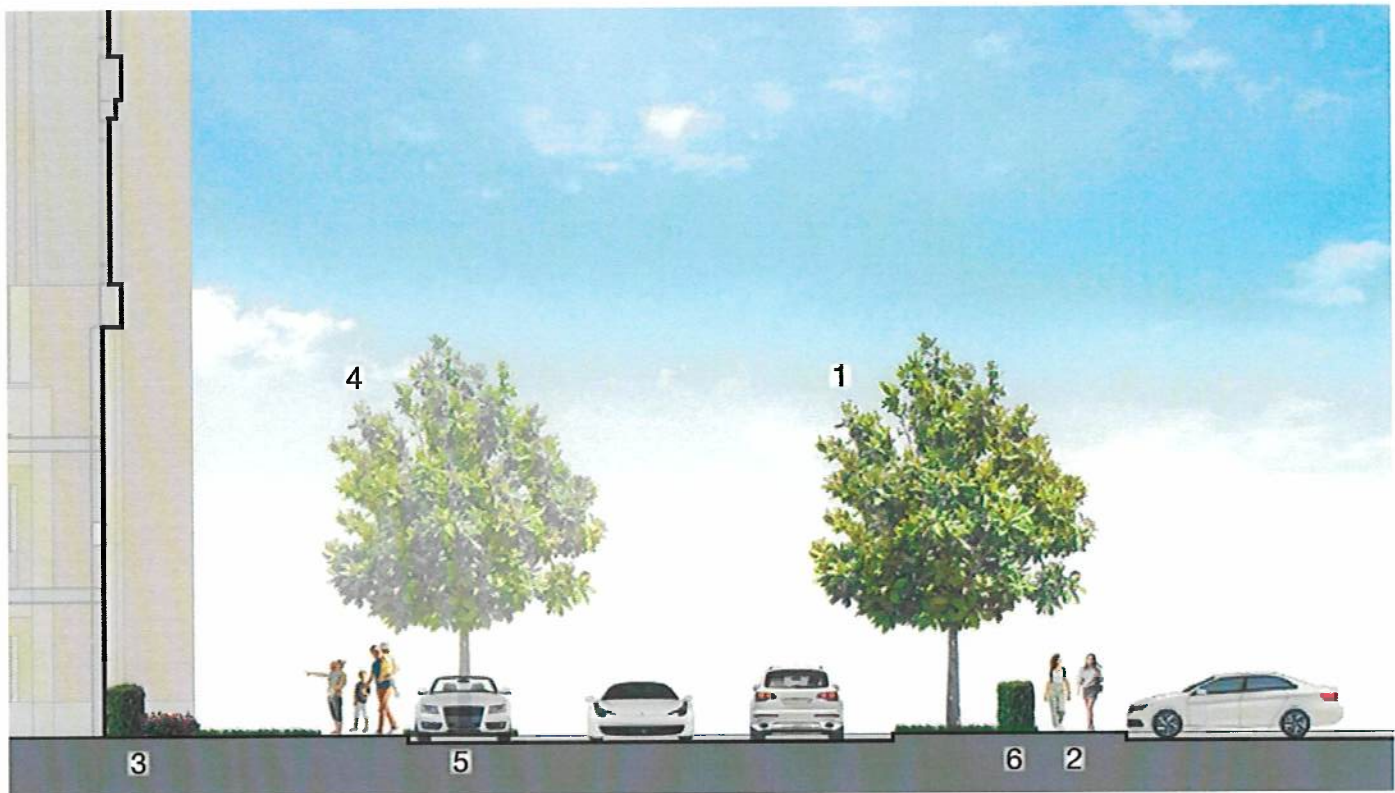
All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines



Interior Streetscapes

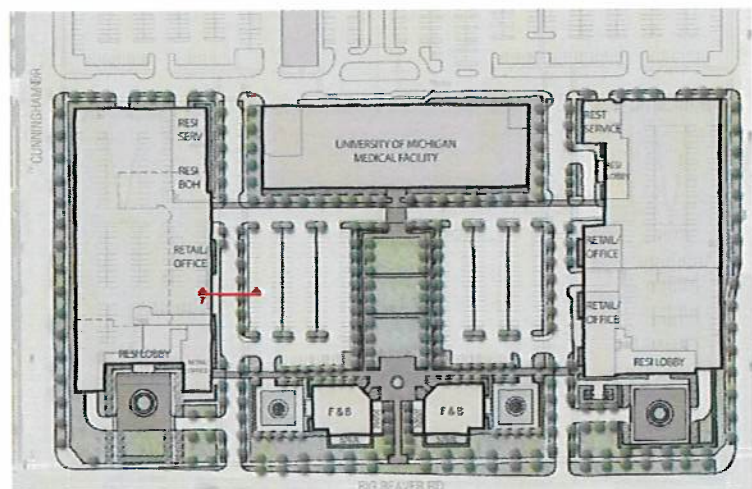
The development's interior streetscape will integrate trees, site furnishings and pedestrian scaled street lighting to create a unified design. Street trees and plantings will be used in locations to provide scale and unify pedestrian areas. Sidewalks will be a generous eight feet wide with street trees planted in lawn buffer zones adjacent to the street to separate pedestrians from vehicular traffic. In locations where parallel parking occurs, sidewalks will abut the parking areas to allow for clear access in and out of vehicles.





Note Key:

1. Single Row of Large Shade Trees in Lawn
2. Minimum 6' Wide Concrete Sidewalk
3. Ornamental Foundation Plantings
4. Street Trees Beyond
5. Parallel Parking
6. Evergreen Hedge to Screen Parking



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 7

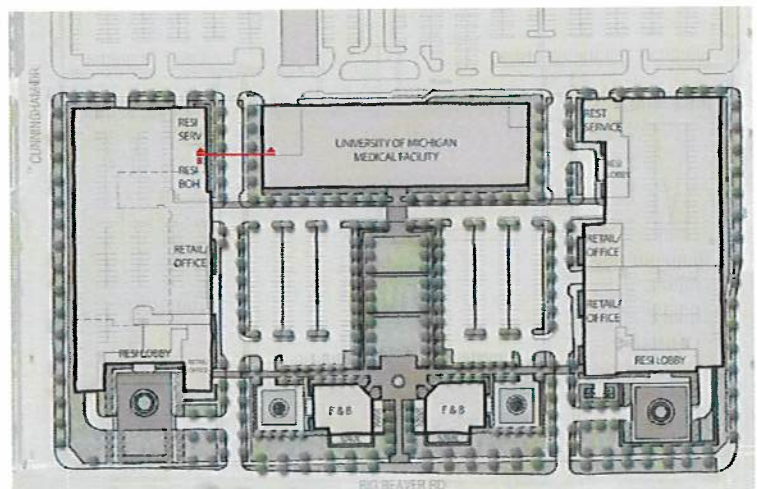
Typ. Interior Streetscape

SOMERSET WEST › THE FORBES COMPANY
 GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025



Note Key:

1. Single Row of Large Shade Trees in Lawn
2. Minimum 6' Wide Concrete Sidewalk
3. Ornamental Foundation Plantings
4. Street Tree Beyond
5. Parallel Parking
6. University of Michigan Medical Facility



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 8

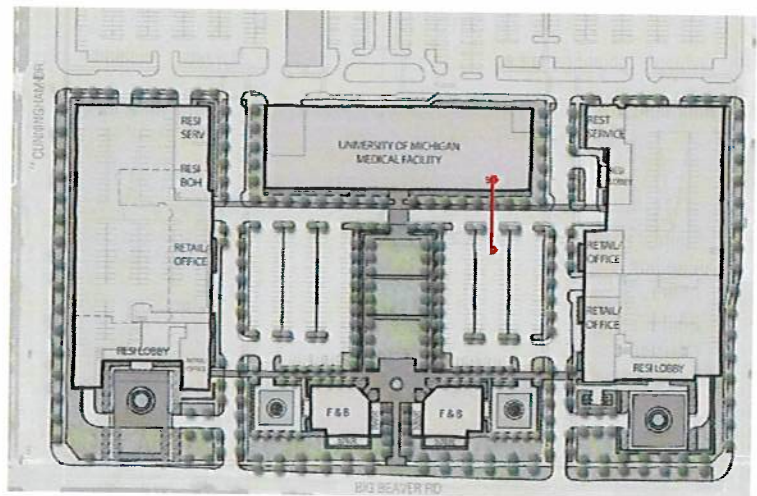
Typ. Interior Streetscape

SOMERSET WEST › THE FORBES COMPANY
GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025



Note Key:

1. Single Row of Large Shade Trees in Lawn
2. Minimum 6' Wide Concrete Sidewalk
3. University of Michigan Medical Facility
4. Ornamental Foundation Plantings
5. Large Shade Trees and Lawn in Parking Lot Islands
6. Street Trees Beyond
7. Parking Lot



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 9

Typ. Interior Streetscape

SOMERSET WEST › THE FORBES COMPANY
 GRISSIM METZ ANDRIESE ASSOCIATES › MARCH 7, 2025

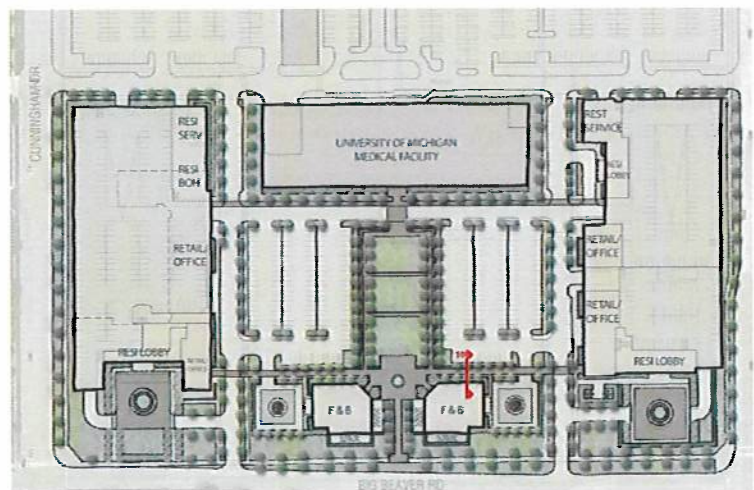


Note Key:

1. Double Row of Shade Tree
2. Specialty Sidewalk Paving Along Promenade
3. Evergreen Hedge to Screen Parking
4. Ornamental Foundation Plantings
5. Pedestrian Lighting
6. Seating Along Promenade
7. Restaurant

Sidewalk and Specialty Paving

Sidewalk paving throughout the development will incorporate typical medium broom finished concrete. Key intersection crosswalks, the promenade, plaza, and residential building entrances will consist of a variety of specialty paving materials, ranging from exposed aggregate concrete to clay brick or precast concrete pavers. Varying patterns and materials will help distinguish pedestrian passageways and gathering spaces to create interest, emphasize entries and differentiate use areas.



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 10

East/West Pedestrian Promenade

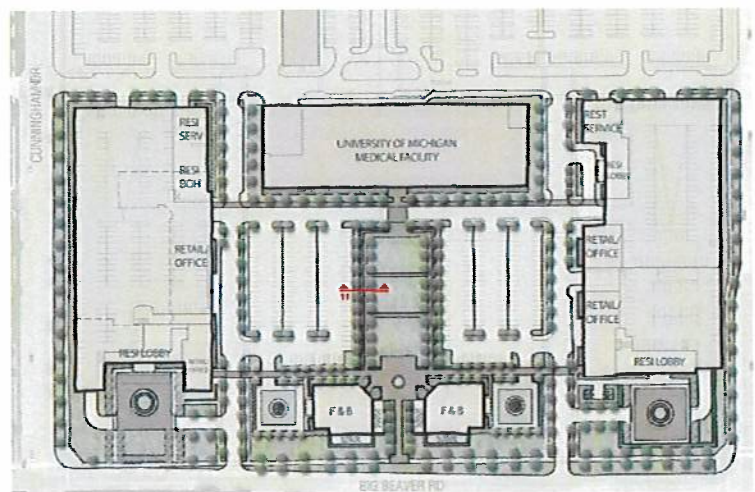


Note Key:

1. Double Row of Large Shade Trees in Lawn
2. Minimum 6' Wide Sidewalk
3. Evergreen Hedge to Screen Parking
4. Open Lawn Park Space

Parking Lot Landscaping

The parking lots will be screened from surrounding perimeter streets to the largest extent possible, to create a more pedestrian focused atmosphere. Moderate height evergreen or deciduous shrub hedges will be implemented for this purpose. Perimeter streets as well as interior parking lot islands will be landscaped with lawns, landscape bed plantings, and trees.



Key Map

General Note:

All landscape to meet or exceed City of Troy Landscape Standards and follow Big Beaver Design Guidelines

Section 11

Parking Abutting Open Park Space

May 8, 2025

City of Troy Planning Commission
500 W. Big Beaver Rd
Troy, Michigan 48084

RE: CPD Application Questions – Somerset West PUD

Planning Commissioners,

Below you will find our response to what we believe to be the resolution that you voted on April 22, 2025 regarding the CPD Application for the Somerset West PUD.

- 1. Specify the 17 acres that is anticipated to be purchased by a Constitutional Corporation (University of Michigan) This is now illustrated on the Use Plan/Diagram in the updated CDP Application.*
- 2. Show how the Constitutional Corporation (University of Michigan) will develop the 17 acres. We confirmed with the University of Michigan that the renderings that were shown to you as part of Mr. Forbes' presentation for their building are accurate and what they are intending to build. At the next meeting we will provide some examples of the materials that they will be using. The University does not have any drawings or plans that illustrate potential future expansions of their building or uses.*
- 3. Remove the following from Permitted Use list: repair shop, trade school, drive thru, hardware store, appliance sales, townhomes, single family homes and nursing homes. We will remove trade school from the permitted office uses although they are currently permitted under the existing PUD agreement; we will remove repair shop, hardware store and appliance sales from the permitted retail uses although they are currently permitted under the existing PUD agreement; we will remove single family and nursing homes from the permitted residential uses although they are permitted under the existing PUD Agreement. This can be found on the written uses page in the updated application. However, we have not removed townhomes as we believe this could be a good use on the northern 12 acres as a buffer between new commercial and existing single-family homes. Regarding drive-thru's, the application presented on April 22, 2025 prohibited drive-thru's for restaurants; however, the application does indicate a potential drive-thru for a bank use, which the planning department was supportive of, has minimal stacking lanes, no impact on walkability, and is permitted in the Big Beaver Zoning District.*
- 4. Re-examine open space south of U of M Health, increasing its size from 1 acre. The revised application will not provide for any changes to the park. The required open space is 15%, we exceed that on both the northern 12-acre parcel at approximately 43% open space and approximately 26% open space on the southern 28-acre parcel. We feel that the proposed 1-acre urban park plus the east-west pedestrian spaces in an urban setting provides more than adequate green space and common areas for the development. Additionally, if we were to increase the size of the urban park, we would have to reduce the size of our parking areas abutting the park which are needed to service the buildings and potential retail/restaurant uses that front Big Beaver. We have already received concerns from potential restaurant users regarding the available parking based upon the current plan,*

so we believe any further increase in the size of the urban park will compromise our ability to develop these buildings for their potential uses.

5. Provide a phasing timeline for construction. The updated application will have an updated phasing diagram which illustrates five phases for the project.

6. Specify square footage/unit minimums and maximums for residential, retail, office, and hotel use. The application and the Amended and Restated PUD Agreement already provide maximum uses but because of the unknown economic and development climate, that the PUD Agreement is a perpetual agreement and that uses and demand for uses may change over time, we are unable to provide minimum uses. Our intent is to have a mixed use development, especially given the current economic climate. We know there was a concern raised at the last meeting about this site being developed entirely for office use. Given the current economic climate and abundance of availability of office space in Troy and other surrounding areas, we do not believe that should be a real concern.

7. Narrow the scope of uses in Use Diagram to allow more specificity as it relates to specific sites. We have removed the additional uses on the contemplated Constitutional Corporation 12-acre site on the 28-acre site but have maintained the other potential uses to maximize our ability to develop a mixed use development in the future.

8. Address PUD Standards. See comments to Section 11.3 standards for approval below:

SECTION 11.03 STANDARDS FOR APPROVAL

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

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

2. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare. The addition of Michigan Medical to the City of Troy and Oakland County will provide unmeasurable health benefits to the residents of the City of Troy and the entire Oakland County area.

3. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations. We intend to develop a live, work, dine, play environment with pedestrian connectivity, and a public/urban park. The project will draw visitors from the region and will provide amenities, services and housing opportunities to Troy residents.

4. Long-term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations. We have demolished a 1,000,000 square-foot blighted, vacant and functionally obsolete office building which had approximately 14 acres of surface parking.

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

amenities. Our plan focuses on the central park with pedestrian connectivity east, west, north and south. The required open space is 15%, we exceed that on both the northern 12-acre parcel at approximately 43% open space and approximately 26% open space on the southern 28-acre parcel.

6. Appropriate land use transitions between the PUD and surrounding properties. Lower scale/ height of buildings and/or residential on the northern 12 acres will provide a nice transition between existing single-family homes to the north and commercial uses on the south 28 acres. The proposed setback of 100' adjacent to the existing residences and 80' setback adjacent to the church are also what is currently permitted under the existing PUD agreement.

7. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development. Features will include high efficiency heating/cooling systems and glazing systems. The University of Michigan also intends to build a LEED certified building on its parcel.

8. Innovative and creative site and building designs, solutions and materials. Building designs will include shade, shadow and textural studies and sun movement studies.

9. The desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces. The central park and landscaping of the overall development will be designed to enhance the sense of place and human interactions. Areas of focus will be the central park, connectivity, walkability and outdoor dining.

10. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities. Offsite improvements will be made to both Big Beaver Road and Coolidge Highway to mitigate any concerns from the City of Troy and Oakland County traffic consultants. The entire development will encourage and provide for walkability to reduce the need for motorized vehicles, along with potential connectivity to the Somerset Collection and other surrounding developments.

11. For the appropriate assembly, use, redevelopment, replacement and/or improvement of existing sites that are occupied by obsolete uses and/or structures. We have demolished a 1,000,000SF blighted, vacant and functionally obsolete office building.

12. A complementary variety of housing types that is in harmony with adjacent uses. Apartments, townhomes, condominiums, and senior housing are all contemplated uses.

13. A reduction of the impact of a non-conformity or removal of an obsolete building or structure. We have demolished a 1,000,000SF blighted, vacant and functionally obsolete office building.

14. A development consistent with and meeting the intent of this Article, which will promote the intent of the Master Plan or the intent of any applicable corridor or sub-area plans. If conditions have changed since the Plan, or any applicable corridor or sub-area plans were adopted, the uses shall be consistent with recent development trends in the area. We intend to develop a mixed-use development.

15. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed Planned Unit Development. In determining whether

these relationships have been appropriately addressed, consideration shall be given to the following:

- a. The bulk, placement, and materials of construction of the proposed structures and other site improvements.
- b. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.
- c. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.
- d. The hours of operation of the proposed uses.
- e. The location, amount, type and intensity of landscaping, and other site amenities. Many

of these items are shown in the CDP and addressed in the Amended and Restated Agreement or will otherwise be addressed as part of the preliminary development plans that will be submitted to the Planning Commission for each phase of the development.

16. Parking shall be provided in order to properly serve the total range of uses within the Planned Unit Development. The sharing of parking among the various uses within a Planned Unit Development may be permitted. The applicant shall provide justification to the satisfaction of the City that the shared parking proposed is sufficient for the development and will not impair the functioning of the development, and will not have a negative effect on traffic flow within the development and/or on properties adjacent to the development. The intention is for each parcel within the development to be able to self-park but if the proposed development of any phase of the development or a parcel warrants shared parking, this will be addressed as part of the preliminary development plan that will be submitted to the Planning Commission for such parcel.

17. Innovative methods of stormwater management that enhance water quality shall be considered in the design of the stormwater system. An underground stormwater retention system will be designed to handle all stormwater retentions required for the south 28-acre site. The north 12 acres will be serviced by a separate stormwater retention system.

18. The proposed Planned Unit Development shall be in compliance with all applicable Federal, State and local laws and ordinances, and shall coordinate with existing public facilities. We agree other than with respect to the parcels that will be owned by a constitutional corporation which are not subject to such laws and ordinances.



Robert A. Peters, Director
Architectural Design and Planning

cc: Brent Savidant

**CITY OF TROY
PLANNED UNIT DEVELOPMENT
CONCEPT DEVELOPMENT PLAN (CDP) APPLICATION
AND APPLICATION TO AMEND THE ZONING DISTRICT MAP**

CITY OF TROY PLANNING DEPARTMENT
500 W. BIG BEAVER
TROY, MICHIGAN 48064
PHONE: 248-524-3364
E-MAIL: planning@troymi.gov



CONCEPT DEVELOPMENT PLAN FEE
\$3,000.00

ESCROW FEE
\$5,000.00

PRIOR TO THE SUBMISSION OF AN APPLICATION FOR APPROVAL OF A PLANNED UNIT DEVELOPMENT, THE APPLICANT SHALL HOLD A PRE-APPLICATION MEETING WITH THE PLANNING DEPARTMENT OF THE CITY AND ANY CITY STAFF AND OUTSIDE CONSULTANTS AS DEEMED APPROPRIATE BY THE CITY.

DATE OF PRE-APPLICATION MEETING: _____ *1/25/25*

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.

-
1. NAME OF THE PROPOSED DEVELOPMENT: Somerset West
 2. LOCATION OF THE SUBJECT PROPERTY: 3100 Big Beaver, Troy Michigan 48064
 3. ZONING CLASSIFICATION(S) OF THE SUBJECT PROPERTY: Planned Unit Development Subject to the terms of the Planned Unit Development agreement, dated October 17, 2007 and recorded with the Oakland County, Michigan Register of Deeds on October 26, 2007 at Liber 38703 in Page 493
 4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88-20-19-476-002, 88-20-19-476-003 and 88-20-19-430-004
 5. APPLICANT:

NAME _____	PROPERTY OWNER: NAME _____
COMPANY <u>Forbes Frankel Troy Ventures LLC</u>	COMPANY <u>Forbes Frankel Troy Ventures LLC</u>
ADDRESS <u>100 Galleria Officentre, Suite 427</u>	ADDRESS <u>100 Galleria Officentre, Suite 427</u>
CITY <u>Southfield</u> STATE <u>MI</u> ZIP <u>48034</u>	CITY <u>Southfield</u> STATE <u>MI</u> ZIP <u>48034</u>
TELEPHONE <u>248-827-4600</u>	TELEPHONE <u>248-827-4600</u>
E-MAIL <u>nforbes@theforbescompany.com</u>	E-MAIL <u>nforbes@theforbescompany.com</u>
 6. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
The Applicant and the Property Owner are the same entity.
 7. ATTACHED HERETO IS A SIGNED STATEMENT BY THE APPLICANT INDICATING THE APPLICANT HAS THE AUTHORITY TO EXECUTE A BINDING AGREEMENT COVERING ALL PARCELS IN THE PROPOSED P.U.D.
 8. SIGNATURE OF APPLICANT See Attached DATE _____
 9. SIGNATURE OF PROPERTY OWNER *[Signature]* DATE *2/25/25*
- BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC AS TO THIS REQUEST FOR PLANNED UNIT DEVELOPMENT.

Notarial Certificate

(State of Michigan)
() ss
(County of Oakland)

On this 25th day of FEBRUARY, 20 25, personally
appeared before me:

NATHAN FORBES

Known [☐ or produced identification] to me to be the individual who executed the
foregoing document and acknowledged the same as a free act and deed for uses and
purposes therein expressed.


Notary Public

Brenda Walton
Notary Public – State of Michigan
Oakland County
My Commission Expires: October 1, 2029
Acting in the county of OAKLAND,

**PLANNED UNIT DEVELOPMENT
CONCEPT DEVELOPMENT PLAN (CDP)
PRE-APPLICATION MEETING CHECKLIST**

THE APPLICANT SHALL PROVIDE A MINIMUM OF THREE (3) COPIES OF THE FOLLOWING ITEMS, PLUS ONE (1) CD CONTAINING AN ELECTRONIC VERSION OF THE APPLICATION, TO THE PLANNING DEPARTMENT AT OR BEFORE THE PRE-APPLICATION MEETING. SEE SECTION 11.06(A).

- ☒ A SKETCH PLAN OF THE PROPOSED PLANNED UNIT DEVELOPMENT
- ☒ LEGAL DESCRIPTION OF THE PROPERTY, SCALE DRAWING AND THE TOTAL NUMBER OF ACRES IN THE PROJECT
- ☒ TOPOGRAPHICAL MAP OF THE PROJECT SITE
- ☒ A STATEMENT OF ALL PROPOSED USES IN THE PROJECT
- ☒ THE KNOWN DEVIATIONS SOUGHT FROM THE ORDINANCE REGULATIONS OTHERWISE APPLICABLE
- ☒ THE NUMBER OF ACRES TO BE PRESERVED AS OPEN OR RECREATIONAL SPACE AND THE INTENDED USES OF SUCH SPACE
- ☒ ALL KNOWN NATURAL RESOURCES, NATURAL FEATURES, HISTORIC RESOURCES AND HISTORIC FEATURES; WHICH ARE TO BE PRESERVED
- ☒ A LISTING AND SPECIFICATION OF ALL SITE DEVELOPMENT CONSTRAINTS

PLANNED UNIT DEVELOPMENT CONCEPT DEVELOPMENT PLAN (CDP) CHECKLIST

THE FOLLOWING INFORMATION AND MATERIALS ARE NECESSARY FOR SUBMISSION. FOR A DETAILED DESCRIPTION OF REQUIRED ITEMS, SEE SECTION 11.06(C) OF THE ZONING ORDINANCE.

- ☒ REQUIRED FEE
- ☒ ONE (1) CD CONTAINING AN ELECTRONIC VERSION OF THE APPLICATION AND ONE (1) COPY OF THE DRAFT DEVELOPMENT AGREEMENT (PDF Format)

The application shall include **TWO (2) hard copies of the following information and materials, which shall be in a plan format together with a narrative explanation.**

- ☒ **Date(s) and location of all meetings with representatives of adjoining neighborhoods, minutes and attendance record(s) of such meeting(s).** 3/6/2025 at Somerset Collection North
- ☒ **Certified boundary survey including legal description of the property, scale drawing and the total number of acres in the project.**
- ☒ **Development concept:** A summary explanation of the development concept shall describe the project and explain how the project will meet the intent of the PUD option as set forth in Section 11.01 and the criteria for consideration as a PUD as set forth in Section 11.03 hereof, as those sections reasonably apply to the site.
- ☒ **Density:** The maximum density of the overall project and the maximum density for each proposed use and phase.
- ☒ **Road system:** A general description of the road system and circulation pattern; the location of roads, entrances, exits and pedestrian walkways; a statement whether roads are intended to be public or private. 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 vehicle traffic congestion particularly as it pertains to the improvements along major roads.
- ☒ **Utilities:** A general description and location of both on-site and off-site utilities including proposed water, sanitary sewer, storm sewer systems and utility lines; a general indication of the size and location of stormwater detention and retention ponds, and a map and text showing off-site utilities, existing and proposed, which will provide services to the project.
- ☒ **Open space/common areas:** A general description of proposed open space and common areas; the total area of open space; the total area of open space in each proposed phase; the proposed uses of open space and common areas.
- ☒ **Uses:** A list of all proposed uses; the location, type and land area to be devoted to each use, both overall and in each phase; a demonstration that all of the proposed uses are permitted under this Article.
- ☒ **Development guidelines:** A plan of the site organization, including typical setback and lot dimensions; the minimum lot sizes for each use; typical minimum and maximum building height and size; massing models; conceptual building design; and the general character and arrangement of parking; fencing; lighting; berming; and building materials.
- ☒ **Parking and Traffic:** A study of the parking requirements and needs; a traffic impact study and analysis.
- ☒ **Landscaping:** A general landscaping plan; a landscape plan for entrances; a landscape plan for overall property perimeters; any theme/streetscape design; any proposed irrigation.
- ☒ **Natural resources and features:** Floodway/floodplain locations and elevations; wetlands and watercourses; woodlands; location and description of other natural resources and natural features.

**PLANNED UNIT DEVELOPMENT
CONCEPT DEVELOPMENT PLAN (CDP) CHECKLIST
(page 2)**

- ☒ *Phasing information:* The approximate location, area and boundaries of each phase; the proposed sequence of development, including phasing areas and improvements; and the projected timing for commencement and completion of each phase.
- ☒ *Public services and facilities:* A description of the anticipated demand to be generated by the development for public sewer, water, off-site roads, schools, solid waste disposal, off-site drainage, police and fire; a description of the sufficiency of each service and facility to accommodate such demands; the anticipated means by which any insufficient services and facilities will be addressed and provided.
- ☒ *Historical resources and structures:* Their location, description and proposed preservation plan.
- ☒ *Site topography.*
- ☒ *Signage:* General character and location of entrance and internal road system signage; project identification signage; and temporary or permanent signage proposed for any other locations.
- ☒ *Amenities.*
- ☒ *Zoning classification:* Existing zoning classifications on and surrounding the site.
- ☒ *Specification of deviations:* A specification of all deviations proposed from the regulations which would otherwise be applicable to the underlying zoning and to the proposed uses, which are proposed and sought for any phase or component of the Planned Unit Development; the safeguards, features and/or planning mechanisms proposed to achieve the objectives intended to be accomplished by any regulation from which a deviation is being sought.
- ☒ *Community impact statement:* A community impact statement, which shall provide an assessment of the developmental, ecological, social, economic and physical impacts of the project on the natural environmental and physical improvements on and surrounding the development site. Information required for compliance with other ordinance provisions need not be duplicated in the community impact statement.

**ALL HARD COPY DRAWINGS SHALL BE FOLDED, STAPLED, SEALED AND SIGNED
BY A STATE OF MICHIGAN PROFESSIONAL ENGINEER, REGISTERED ARCHITECT,
REGISTERED LANDSCAPE ARCHITECT, OR PROFESSIONAL COMMUNITY PLANNER**

PLANNING COMMISSION AGENDAS ARE ELECTRONIC

Project Vision

Somerset Collection West is intended to build on the rich heritage of the Somerset Collection and the Big Beaver Corridor.

With a strong sense of place and a mix of uses, Somerset West will be a unique destination for the local community, and the region.

A distinctive environment that focuses on walkability, open space, connectivity, and beautiful landscaping will highlight a blend of architecture consistent with the Somerset aesthetic.

Somerset West will be a regional destination supported by all aspects of good planning, unique architecture, open space, and sustainability to attract year-round activity and living.

Executive Summary

Somerset Collection West will be a destination for the local and regional communities alike. A mix of uses, including a world-class medical facility, highly amenitized residential living, food and beverage options and support services, will highlight the parcel of land formerly known as the Kmart Headquarters.

A carefully blended mix of medical office, residential, hospitality, service retail, food and beverage and health & wellness, will be a source of pride for local residents and the broader community.

This exemplary development promises to build on the rich history of the Somerset Collection and will certainly provide a stimulus to the Big Beaver Corridor. An increased tax base and a wide range of job opportunities, living options combined with the re-birth of an obsolete property will highlight the continuation of the development of the Big Beaver Corridor.

Somerset West will provide the City of Troy an unparalleled development that will include:

- Walkability for local residents and year-round community activities.
- Open space for residents, employees, and the community to enjoy.
- A mix of uses will highlight a generous amount of green space.
- Somerset West will be a catalyst for future investments and set a benchmark for further development along the Big Beaver Corridor.

Somerset West is designed to take advantage of its premier location by building a mix of uses in a highly intended active blend of open space connecting all its uses at urban/suburban scale.

Amenities

A world-class healthcare facility developed by University Michigan Medicine, which is their first endeavor into Oakland County. University of Michigan Medicine currently does not have a facility east of I-275, this facility will service Oakland County and save patients countless hours of not having to travel to and from Ann Arbor. It will also provide much needed employment opportunities for highly educated and a highly skilled workforce. The site will be a walkable live, work, and play community with a generous park and open spaces. The park will have unlimited programming opportunities and over an acre of green space, it will serve as a meeting place for many. The site will have world class landscape design, contemporary street and pedestrian lighting and public seating. Residential components will complement the medical facility and consist of several opportunities of best in class rental units and for sale units. Best in class dining will complement the Somerset Collection to the east with outdoor dining opportunities and generous sidewalks to contribute to a world class develop.

**CITY OF TROY
PLANNED UNIT DEVELOPMENT
PRELIMINARY DEVELOPMENT PLAN (PDP) APPLICATION**

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



PRELIMINARY DEVELOPMENT PLAN FEE
\$1,500.00

ESCROW FEE
\$5,000.00

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 PLANNED UNIT DEVELOPMENT PRELIMINARY DEVELOPMENT PLAN APPLICATION, TOGETHER WITH THE APPROPRIATE FEES, NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE DATE OF THAT MEETING.

1. NAME OF THE PROPOSED DEVELOPMENT: Phase 1A- Somerset West Infrastructure
2. LOCATION OF THE SUBJECT PROPERTY: 3100 W. Big Beaver, Troy, Michigan 48084
3. DATE OF CONCEPT DEVELOPMENT PLAN APPROVAL BY CITY COUNCIL: Owner seeks concurrent approval of Phase 1A with CDP Approval
4. DESCRIPTION OF PROJECT PHASE: Underground utilities, storm detention, roadways and curbs
5. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88-20-19-476-002 and 88-20-19-476-003

- | | |
|--|--|
| 6. APPLICANT:
NAME <u>Nathan Forbes</u>
COMPANY <u>Forbes Frankel Troy Ventures LLC</u>
ADDRESS <u>100 Galleria Officentre, Suite 427</u>
CITY <u>Southfield</u> STATE <u>MI</u> ZIP <u>48034</u>
TELEPHONE <u>248-827-4600</u>
E-MAIL <u>nforbes@theforbescompany.com</u> | PROPERTY OWNER;
NAME <u>Nathan Forbes</u>
COMPANY <u>Forbes Frankel Troy Ventures LLC</u>
ADDRESS <u>100 Galleria Officentre, Suite 427</u>
CITY <u>Southfield</u> STATE <u>MI</u> ZIP <u>48034</u>
TELEPHONE <u>248-827-4600</u>
E-MAIL <u>nforbes@theforbescompany.com</u> |
|--|--|

7. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:

8. SIGNATURE OF APPLICANT _____ DATE _____

9. SIGNATURE OF PROPERTY OWNER Nathan Forbes DATE 2/25/25

BY THIS SIGNATURE, THE PROPERTY OWNER AUTHORIZES THE PLACEMENT OF A SIGN ON THE PROPERTY TO INFORM THE PUBLIC AS TO THIS REQUEST FOR PLANNED UNIT DEVELOPMENT PRELIMINARY DEVELOPMENT PLAN APPROVAL.

Notarial Certificate

(State of Michigan)
() ss
(County of Oakland)

On this 25th day of FEBRUARY, 20 25, personally
appeared before me:

NATHAN FORBES

Known ☐ or produced identification] to me to be the individual who executed the
foregoing document and acknowledged the same as a free act and deed for uses and
purposes therein expressed.


Notary Public

Brenda Walton
Notary Public – State of Michigan
Oakland County
My Commission Expires: October 1, 2029
Acting in the county of OAKLAND.

EXHIBIT C

Infrastructure PDP

[See attached]

BASIS OF DESIGN

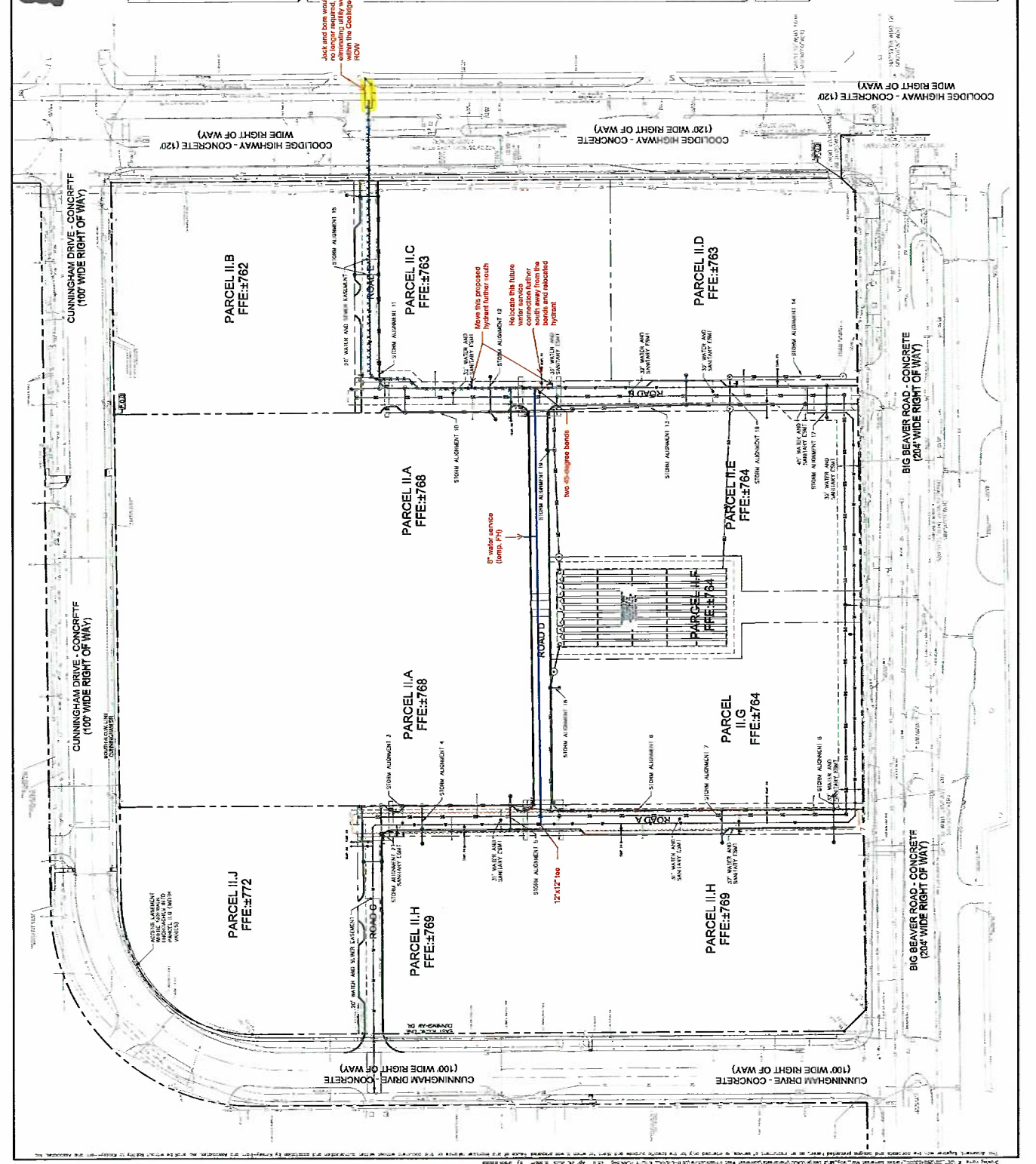


EXHIBIT D

Planning Commission Minutes and Resolutions

[See attached]

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:02 p.m. on May 13, 2025, in the Council Chamber of the Troy City Hall. Chair Perakis and Vice Chair Malalahalli presented opening remarks relative to the role of the Planning Commission and procedure for 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-2025-028

Moved by: Faison
Support by: Buechner

RESOLVED, To approve the agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – April 22, 2025

Resolution # PC-2025-05-029

Moved by: Malalahalli
Support by: Lambert

RESOLVED, To approve the minutes of April 22, 2025 Regular meeting as submitted.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

Mary Ellen Barden, 2105 Babcock; addressed the agenda material provided to Planning Commission for their meetings.

PLANNED UNIT DEVELOPMENT

5. PLANNED UNIT DEVELOPMENT – (PUD021 JPLN2024-0012) – Proposed Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North side of Big Beaver, West side of Coolidge (3100 W. Big Beaver, PIN 88-20-19-476-002, 88-20-19-476-003 and 88-20-19-430-004), Section 19, Presently Zoned PUD (Planned Unit Development) Zoning District

Mr. Carlisle explained the three step approval process of the Somerset West Planned Unit Development (PUD) application. He reviewed the proposed Concept Development Plan (CDP) and Preliminary Development Plan (PDP) for Phase 1A since last reviewed at the Planning Commission April 22, 2025 Regular meeting. Mr. Carlisle specifically addressed the applicant's responses to the eight conditions cited in the motion to postpone.

In summary, Mr. Carlisle asked the Planning Commission in its deliberations to consider if the Concept Development Plan meets the PUD Standards set forth in Section 11.03 and if the Preliminary Development Plan for Phase 1A meets the Site Plan Review Design Standards set forth in Section 8.06.

Some comments among Board and administration related to:

- Outline of 17 acres purchased by the University of Michigan (U of M Health).
- Open space requirements.
- Application of the PUD Agreement in relationship to the Zoning Ordinance requirements.

Ms. Dufrane suggested the Board incorporate in its Resolution any considerations it might want City Council to address.

Nate Forbes of Forbes Frankel Troy Ventures LLC addressed the company's continuing reinvestment in the Somerset Collection, their philosophical interest in the Big Beaver corridor and the City of Troy and the demolition of the former K-Mart Headquarters. He presented a video of the proposed mixed-use project, bringing attention to the pedestrian walkways and beautifully landscaped areas. The presentation included renderings of the mixed-use project, open space, medical facility, parking, elevations, building materials and color schemes.

Some comments during discussion related to the following:

- Expanse and vision of the open space.
- Demolition of the former K-Mart Headquarters at a cost of \$6.5 million.

- Townhomes and drive-through uses; applicant addressed reason to keep uses in the PUD Agreement.
- Construction of residential units as relates to the Consent Judgment.
- Parking; deck and surface only, no underground.
- Unknown economic and development climate.
- Installation of the infrastructure is not dependent on U of M Health development.
- U of M Health presence increases interest in Troy community and ancillary uses.
- High standards held by both U of M Health and the applicant.
- Concept Plan illustration; consideration to include pictures and renderings.

Ms. Dufrane expressed how the applicant and the administration are trying to achieve a balance between predictability and flexibility in the PUD Agreement. She reminded the Board that each phase of the development will be before them for consideration.

Mr. Forbes addressed how they are dependent on market fluctuations. He said they will find the balance and build an exceptional mixed-use project.

Chair Perakis opened the floor for public comment.

- Mary Ellen Barden, 2105 Babcock; addressed the impact of the project to her home during construction phase, shared pictures of existing unsightly condition behind her home, asked the applicant to provide an appropriate barrier to alleviate her concerns and concerns of the neighbors to the north.
- Jasper Gill, 3120 Newport; spoke in support of the proposed project, addressed its positive economic impact.

Chair Perakis closed the floor for public comment.

Resolution # PC-2025-05-030

Moved by: Fox

Support by: Faison

WHEREAS, The applicant Forbes Frankel Troy Ventures LLC submitted a Conceptual Development Plan application for a Planned Unit Development, located on the northwest corner of Big Beaver and Coolidge, in Section 19, approximately 40 acres in area; and

WHEREAS, The applicant also submitted a Preliminary Development Plan application for Phase 1A of the proposed Planned Unit Development, including internal roads and utilities; and

WHEREAS, The Concept Development Plan proposes multiple phases for a mixed-use development including up to 500,000 square feet of office, up to 300,000 square feet of retail, up to 750 residential units and up to 250 hotel rooms and open space public amenities; and

WHEREAS, The Concept Development Plan contemplates the development of up to 17 acres of the site by U of M Health, a constitutional corporation per the Michigan Constitution; and

WHEREAS, The Concept Development Plan will be implemented through submittal of Preliminary Development Plans for each phase of development; and

WHEREAS, Each Preliminary Development Plan will require a Planning Commission public hearing and City Council public hearing prior to approval; and

WHEREAS, The proposed Concept Development Plan meets the Standards for Approval set forth in Section 11.03.

THEREFORE BE IT RESOLVED, That the Planning Commission recommends to City Council that Concept Development Plan Approval for the proposed Somerset West Planned Unit Development be **granted**.

BE IT FINALLY RESOLVED, That the Planning Commission recommends to City Council that Preliminary Development Plan Approval for Phase 1A of the Somerset West Planned Unit Development be **granted**.

Discussion on the motion on the floor.

Ms. Dufrane clarified that each Preliminary Development Plan granted approval is given three years to complete construction per the Zoning Ordinance regulations. She said the applicant can request an extension of any approved Preliminary Development Plan and that request would be handled administratively. Ms. Dufrane said any substantial revisions to any approved plan would bring the item back to the Planning Commission for consideration.

Mr. Lambert said he feels the applicant should be granted flexibility because (1) the applicant has demolished the former K-Mart Building; (2) the applicant is bringing in the U of M Health facility as an important anchor; and (3) the applicant is providing multi uses for both businesses and residential units to supplement the Somerset Collection. Mr. Lambert said he is confident the applicant heard the comments expressed this evening from one neighbor to the north and is assured the applicant will accommodate all the neighbors to the north with a nice view of the project.

Vote on the motion on the floor.

Yes: All present (9)

MOTION CARRIED

CONDITIONAL REZONING

6. PUBLIC HEARING – CONDITIONAL REZONING APPLICATION (JPCR2025-002) – Proposed Northland Enclave, West side of Corporate, North of Long Lake (5455 Corporate, PIN 88-20-08-451-004), Section 8, From O (Office) Zoning District to CB (Community Business) and MF (Multifamily) Zoning Districts

Mr. Buechner exited the meeting at 8:25 p.m.; returned at 8:27 p.m.

Mr. Carlisle reviewed the Conditional Rezoning application for Northland Enclave. He addressed how the application relates to the Master Plan (North Troy Special Area Plan) and the voluntary conditions offered by the applicant. He said removing an underperforming office building and repurposing the site for commercial and residential use is consistent with the overall intent of the transformation of North Troy. Mr. Carlisle addressed the site layout and circulation, parking, landscaping, lighting, floor plans, elevations, building materials and color schemes.

In summary, Mr. Carlisle asked the Planning Commission in its deliberations to consider if the application meets the Conditional Rezoning Standards (Section 16.04.C.3) and Site Plan Review Design Standards (Section 8.06). He said any approval should be subject to the conditions identified in the Planning Consultant report dated May 6, 2025.

A video presentation prepared by the applicant was shown.

Erion Nikolla of Eureka Innovation Development and Project Engineer James Butler of PEA Associates were present. The applicant distributed to the Board members updated printouts of the site plan, site layout, landscape plan, elevations, building materials and various colored renderings.

Mr. Nikolla addressed the challenge of repurposing the building and their mission to offer economically attainable and viable housing. Mr. Nikolla explained the shared access easement to the south. He said demolition is scheduled in the summer and construction would start as soon as final engineering plans are approved. Mr. Nikolla addressed the price range for the mix of two and three story homes (\$300,000+).

Some comments during discussion related to the following:

- Internal vehicular and pedestrian circulation.
 - Turning radiuses of trucks at the northwest corner.
 - Safety concerns of the drive aisle.
 - Crosswalks provided.
- Style, design, color scheme, building material of residential units.
- Commercial tenants; small uses, no restaurant.
- Landscaping.
 - Arborvitae, evergreens, retaining rock wall between residential and commercial.
 - Existing landscaping to the south remains.
 - Landscaping to the north will be replaced.

- Gravel walking path; approximately one acre.
- Placement/location of mechanical equipment.
- Design of entrance to the project.
- Front doors of residential units limit outdoor seating, engagement with neighbors.
- Consideration by applicant to create front porches.
- Consideration by applicant to add seating (benches) in center courtyard.
- Consideration to mirror commercial front and rear elevations.

Mr. Nikolla confirmed the voluntary conditions offered are:

- 7 foot wide by 7 foot deep front walkways.
- Additional benches.
- Facades of the retail building mimic each other.
- Approval of the Site Plan application.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

Moved by: Fox

Support by: Buechner

RESOLVED, That the Planning Commission hereby recommends to the City Council that the O (Office) to CB (Community Business) and MF (Multifamily) Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the West side of Corporate, North of Long Lake (5455 Corporate, PIN 88-20-08-451-004), within Section 8, being approximately 8.22 acres in size, be **granted**, for the following reasons:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning would be compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

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

1. Increase stacking by one (1) space.
2. Provide screening around exterior air conditioning units.
3. Reduce lighting levels to 0.1 footcandles along retail boundaries adjacent to residential.
4. Provide color renderings of side and rear (garage) elevations.
5. Redesign the residential walkups to the doors to be 7 foot wide.
6. Include additional park benches on the property for public seating.

7. Redesign the facade on the rear of the commercial building to mimic aspects from the front of the commercial building.
8. Include the Site Plan as a voluntary condition of the Conditional Rezoning application to the satisfaction of the City Attorney.

Discussion on the motion on the floor.

Ms. Dufrane said the motion is okay but noted she does not necessarily like the wording *'to the satisfaction of the City Attorney'* when it is a voluntary Conditional Rezoning Agreement.

Mr. Buechner spoke in support of the application. He said it is a great reuse of an office building, he likes the green area, the walking path, play area and the offer of the missing middle housing.

Mr. Fox spoke in support of the application. He said it offers an affordable housing product.

Vote on the motion on the floor.

Yes: All present (9)

MOTION CARRIED

SPECIAL USE APPROVAL AND PRELIMINARY SITE PLAN APPROVAL

7. **SPECIAL USE APPLICATION (SU JPLN2024-0031)** – Proposed Barbat Troy Vehicle Fueling/Multi Use Station, Southeast corner of Crooks Road and South Boulevard (1981 South Boulevard, PIN 88-20-04-100-059), Section 4, Currently Zoned NN (Neighborhood Node "U") District

Mr. Carlisle reviewed the Special Use and Preliminary Site Plan application for the Barbat Troy Vehicle Fueling/Multi Use Station since last considered by the Planning Commission at their February 25, 2025 Regular meeting, at which time a Public Hearing was conducted. Mr. Carlisle outlined the applicant's responses to the issues identified in the motion to postpone.

In summary, Mr. Carlisle asked the Planning Commission in its deliberations to consider if the application meets the Site Plan Review Design Standards (Section 8.06) and the Special Use Standards (Section 9.03). Mr. Carlisle asked any approval of the Site Plan and Special Use application be subject to 1) consider eliminating signage/graphics on the canopy face and have it be metal or brick to match the building; 2) acknowledge on the site plan that the fueling center and restaurant is to be constructed and opened at the same time; and 3) provide a 3D model of the canopy and building in context with the surrounding site.

Present were Duane Barbat, Eric Williams of Stonefield Engineering and Project Architect John Abro.

Some comments during discussion related to the following:

- Shared driveway; turning radiuses for trucks.
- Fuel truck delivery; approximately one hour, six times a month, potential to block traffic maneuverability.
- Parking; location of barrier-free space.
- Number of existing fueling stations in the area.
- Public comment received at the public hearing; majority in opposition.
- Project will serve the northbound traffic.
- Applicant agrees to acknowledge on site plan that restaurant and convenience store will open at the same time as fueling station.
- Elevations; consideration to break up masonry walls, add articulation, landscaping; consideration to center entrance door.
- Canopy striping/color required by *Shell* brand.
- Location of the bike rack.
- Location of EV charging stations; one station serves four cars at one time; infrastructure in place for additional EV charging stations.
- Hours of operation; fueling center/convenience store 24/7, restaurant 10 a.m. to 11 p.m.

Mr. Fox stated he does not support the development because it is an autocentric use at a major intersection of the City. He noted many residents spoke in opposition at the public hearing. Mr. Fox said he sees no difference between the development under consideration this evening and the El Car Wash that the Board denied.

Mr. Barbat respectfully disagreed. He said a car wash is 100% auto related. Mr. Barbat said their product in addition to fuel offers food, convenience store items, and an opportunity for families and friends to gather.

Moved by: Lambert
Support by: Krent

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Barbat Troy Vehicle Fueling/Multi Use Station, Southeast corner of Crooks and South Boulevard (1981 South Boulevard), Section 4, Currently Zoned NN (Neighborhood Node) District, be granted, subject to the following conditions:

1. Fueling center and restaurant to be constructed and opened concurrently.
2. Design features to the building to be approved by Planning staff per Planning Commission comments during tonight's meeting.
3. Include bike rack relocation on the site.

Discussion on the motion on the floor.

Mr. Lambert said the proposed use is much better than the condition of the Rite Aid building on site. He said with respect to the other fueling centers in the neighborhood, the role of the Planning Commission is to consider what is in the best interest of the community at that location.

Chair Perakis recalled the businesses to the east were happy about the project.

Ms. Malalahalli spoke in support and expressed appreciation to the applicant for working with the Board.

Vote on the motion on the floor.

Yes: Buechner, Faison, Hutson, Krent, Lambert, Malalahalli, Perakis, Tagle
No: Fox

MOTION CARRIED**OTHER ITEMS****8. PUBLIC COMMENT – For Items on the Agenda**

There was no one present who wished to speak.

9. PLANNING COMMISSION COMMENT

There were general comments, some related to:

- Mr. Savidant announced the Planning Commission May 27, 2025 meeting is still scheduled. He said the administration and sub-committee are continuing to work on the zoning language for the revised Master Plan.
- Mr. Hutson addressed the role of the Board in its consideration of a conditional rezoning application.
- Mr. Krent announced an Oakland County Planners Gathering on May 20.
- Ms. Dufrane reported good news on two Tollbrook legal cases.
- Ms. Dufrane addressed Mr. Hutson's comments on the Board's consideration of the conditional rezoning this evening. She said it became clear, after much discussion on the site plan, that it was important to ask the applicant for clarification if the site plan was a voluntary condition to the conditional rezoning application.

10. ADJOURN

The Regular meeting of the Planning Commission adjourned at 10:31 p.m.

Respectfully submitted,



Marianna J. Perakis, Chair



Kathy L. Czarnecki, Recording Secretary

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EXHIBIT E

City Council Resolution

[See attached]

EXHIBIT F

Legal Description and Depiction of the PUD Property

[See attached]

LEGAL DESCRIPTION OF PARCEL I

A PARCEL OF LAND LOCATED IN THE CITY OF TROY, OAKLAND COUNTY, MICHIGAN, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 00 DEGREES 21 MINUTES 23 SECONDS EAST 102.01 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 19, AND NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, 360.04 FEET AND NORTH 00 DEGREES 21 MINUTES 23 SECONDS EAST, 1008.94 FEET AND SOUTH 89 DEGREES 38 MINUTES 37 SECONDS EAST, 872.52 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 680.20 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 05 SECONDS EAST, 958.62 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST, 88.57 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST, 400.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST, 440.77 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 1007.36 FEET; THENCE SOUTHWESTERLY 299.93 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST (RADIUS OF 285.00 FEET, CENTRAL ANGLE OF 60 DEGREES 17 MINUTES 48 SECONDS, LONG CHORD BEARS SOUTH 59 DEGREES 21 MINUTES 06 SECONDS WEST 286.28 FEET); THENCE NORTH 89 DEGREES 38 MINUTES 37 SECONDS WEST, 104.94 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART DESCRIBED AS FOLLOWS: PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 00 DEGREES 21 MINUTES 23 SECONDS EAST 102.01 FEET ALONG THE NORTH AND SOUTH QUARTER LINE OF SECTION 19, AND NORTH 89 DEGREES 30 MINUTES 00 SECONDS EAST, 360.04 FEET AND NORTH 00 DEGREES 21 MINUTES 23 SECONDS EAST, 1008.94 FEET AND SOUTH 89 DEGREES 38 MINUTES 37 SECONDS EAST, 872.52 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST; THENCE NORTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, 680.20 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 05 SECONDS EAST, 327.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST, 537.20 FEET; THENCE SOUTHWESTERLY 275.60 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST (RADIUS OF 285.00 FEET, CENTRAL ANGLE OF 55 DEGREES 24 MINUTES 21 SECONDS, LONG CHORD BEARS SOUTH 56 DEGREES 54 MINUTES 21 SECONDS WEST 264.99 FEET); THENCE NORTH 89 DEGREES 38 MINUTES 37 SECONDS WEST, 104.94 FEET TO THE POINT OF BEGINNING.

EASEMENT PARCEL:

TOGETHER WITH EASEMENT RIGHTS AS CREATED, LIMITED AND DEFINED IN THAT CERTAIN RECIPROCAL RESTRICTION, PARKING AND

EASEMENT AGREEMENT RECORDED IN LIBER 13116, PAGE 679, OAKLAND COUNTY RECORDS.

LEGAL DESCRIPTION OF PARCEL II.A

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86'51'32"W (RECORDED AS S89'30'00"W) 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING; THENCE S87'20'02"W 323.99 FEET; THENCE SO2'39'58"E (RECORDED AS SO0'01'30"E) 239.52 FEET; THENCE S86'51'32"W (RECORDED AS S89'30'00"W) 548.00 FEET; THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 244.07 FEET; THENCE S87'20'02"W 318.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 148.83 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE 289.06 FEET ALONG A CURVE TO THE RIGHT HAVING A 185.00 FEET RADIUS WITH A CENTRAL ANGLE OF 89'31'26" WHOSE CHORD BEARS N42'05'47"E (RECORDED AS N44'44'15"E) 260.54 FEET; THENCE N86'51'32"E (RECORDED AS N89'30'00"E) 1006.55 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE S02'39'58"E (RECORDED AS SO0'01'30"E) 342.17 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING CONTAINING 12.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

LEGAL DESCRIPTION OF THE MODIFIED REMAINING PARENT PARCEL

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86'51'32"W (RECORDED AS S89'30'00"W) 60.00 FEET TO THE POINT OF BEGINNING; THENCE S42'10'26"W (RECORDED AS S44'48'54"W) 25.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BIG BEAVER ROAD (204 FEET WIDE); THENCE S86'51'32"W (RECORDED AS S89'30'00"W) 1142.03 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID BIG BEAVER ROAD; THENCE N47'54'08"W (RECORDED AS N45'15'40"W) 42.22 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE CONTINUING NO2'39'58"W (RECORDED AS NO0'01'30"W) 675.74 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE N87'20'02"E 318.01 FEET; THENCE SO2'39'58"E (RECORDED AS SO0'01'30"E) 244.07 FEET; THENCE N86'51'32"E (RECORDED AS N89'30'00"E) 548.00 FEET; THENCE NO2'39'58"W (RECORDED AS NO0'01'30"W) 239.52 FEET; THENCE N87'20'02"E 323.99 FEET; THENCE SO2'39'58"E (RECORDED AS SO0'01'30"E) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING, CONTAINING 16.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.



Use Diagram

SOMERSET WEST › THE FORBES COMPANY
ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025

EXHIBIT G

PUD Regulations

[See attached]

Exhibit G

ARTICLE 11

PLANNED UNIT DEVELOPMENT

SECTION 11.01 INTENT

- A. The intent of the [Planned Unit Development](#) option is to permit flexibility in the design and use of residential and non-residential land which, through the implementation of an overall development plan, when applicable to the site, will:
1. Encourage developments that will result in a long-term contribution to social, environmental and economic sustainability in the City of Troy.
 2. Permit development patterns that respond to changing public and private needs.
 3. Encourage flexibility in design and use that will result in a higher quality of development and a better overall project than would be accomplished under conventional zoning, and which can be accommodated without sacrificing established community values.
 4. Provide for the long-term protection and/or preservation of natural resources, natural features, and/or historic and cultural resources.
 5. Promote the efficient use and conservation of energy.
 6. Encourage the use, redevelopment and improvement of existing sites where current ordinances do not provide adequate protection and safeguards for the site or its surrounding areas, or where current ordinances do not provide the flexibility to consider redevelopment, replacement, or adaptive re-use of existing structures and sites.
 7. Provide for enhanced housing, employment, recreation, and shopping opportunities for the citizens of Troy.
 8. Ensure the compatibility of design and use between various components within the PUD and with neighboring properties and uses.
 9. Ensure development that is consistent with the intent of the [Master Plan](#).
- B. A Planned Unit Development project is viewed as an integrated development concept. To that end, the provisions of this Article are not intended to be used as a device for avoiding the zoning requirements that would otherwise apply, but rather to allow flexibility and mixture of uses, and to improve the design, character and

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quality of new development. The use of a Planned Unit Development to permit variations from other requirements of this Ordinance shall only be approved when such approval results in improvements to the public health, safety and welfare in the area affected, and in accordance with the intent of this Article.

SECTION 11.02 USES PERMITTED

The uses permitted within a [Planned Unit Development](#) shall be consistent with the intent of the [Master Plan](#) or the intent of any applicable corridor or sub-area plans. If conditions have changed since the Plan, or any applicable corridor or sub-area plans were adopted, the uses shall be consistent with recent development trends in the area. Other land uses may be authorized when such uses are determined to be consistent with the intent of this Article. Physical standards relating to matters such as [building height](#), bulk, density, parking and setbacks will be determined based upon the specific Planned Unit Development PUD plan presented, and its design quality and compatibility with adjacent uses, rather than being based upon the specific standards contained in the underlying zoning districts or in those districts within which the proposed uses otherwise occur. A Planned Unit Development PUD, approved in accordance with the provisions of this Article, replaces the underlying zoning districts as the basis upon which the subject property is developed and its uses are controlled.

SECTION 11.03 STANDARDS FOR APPROVAL

A [Planned Unit Development](#) project may be applied for in any [zoning district](#). In order to be considered for the Planned Unit Development option, it should be demonstrated that the following standards will be met, as reasonably applicable to the site:

- A. The proposed development shall be applied for by a person or entity who has the legal right to execute a binding agreement covering all parcels in the PUD.
- B. The applicant shall demonstrate that through the use of the PUD option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:
 1. A mixture of land uses that would otherwise not be permitted without the use of the PUD provided that other objectives of this Article are also met.
 2. A public improvement or public facility (e.g. recreational, transportation, safety and security) which will enhance, add to or replace those provided by public entities, thereby furthering the public health, safety and welfare.
 3. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be infeasible or unlikely to be achieved absent these regulations.

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4. Long-term protection and preservation of natural resources, natural features, and historic and cultural resources, of a significant quantity and/or quality in need of protection or preservation, and which would otherwise be unfeasible or unlikely to be achieved absent these regulations.
5. A compatible mixture of [open space](#), landscaped areas, and/or pedestrian amenities.
6. Appropriate land use transitions between the PUD and surrounding properties.
7. Design features and techniques, such as green building and low impact design, which will promote and encourage energy conservation and sustainable development.
8. Innovative and creative site and building designs, solutions and materials.
9. The desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces.
10. The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities.
11. For the appropriate assembly, use, redevelopment, replacement and/or improvement of existing sites that are occupied by obsolete uses and/or structures.
12. A complementary variety of housing types that is in harmony with adjacent uses.
13. A reduction of the impact of a non-conformity or removal of an obsolete building or structure.
14. A development consistent with and meeting the intent of this Article, which will promote the intent of the [Master Plan](#) or the intent of any applicable corridor or sub-area plans. If conditions have changed since the Plan, or any applicable corridor or sub-area plans were adopted, the uses shall be consistent with recent development trends in the area.
15. Includes all necessary information and specifications with respect to structures, heights, setbacks, density, parking, circulation, landscaping, amenities and other design and layout features, exhibiting a due regard for the relationship of the development to the surrounding properties and uses thereon, as well as to the relationship between the various elements within the proposed [Planned Unit Development](#). In determining whether these relationships have been appropriately addressed, consideration shall be given to the following:

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- a. The bulk, placement, and materials of construction of the proposed structures and other site improvements.
- b. The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.
- c. The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.
- d. The hours of operation of the proposed uses.
- e. The location, amount, type and intensity of landscaping, and other site amenities.

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

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

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

SECTION 11.04 CONSISTENCY WITH MASTER PLAN

In the event that an applicant proposes a [Planned Unit Development](#) wherein the predominant use or uses would not be consistent with the intent of the [Master Plan](#), applicable corridor or sub-area plans, recent development trends in the area, or this Article, the City may consider initiating an amendment to the Master Plan or applicable corridor or sub-area plans. If an applicant proposes any such uses, the applicant shall provide supporting documentation in advance of or simultaneous with the request for [Concept Development Plan Approval](#).

SECTION 11.05 SUMMARY OF THE APPROVAL PROCESS

A. Step One: Conceptual Development Plan Approval. The procedure for review and

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approval of a PUD shall be a three-step process. The first step shall be application for and approval of a [Concept Development Plan](#), which requires a legislative enactment amending the zoning district map so as to reclassify the property as a [Planned Unit Development](#). A proposed Development Agreement shall be included and incorporated with the Concept Development Plan, to be agreed upon and approved coincident with said Plan. The Concept Development Plan and Development Agreement shall be approved by the [City Council](#) following the recommendation of the [Planning Commission](#). Such action, if and when approved, shall confer upon the applicant approval of the Concept Development Plan and shall rezone the property to PUD in accordance with the terms and conditions of the Concept Development Plan approval.

B. Step Two: [Preliminary Development Plan](#) Approval. The second step of the review and approval process shall be the application for and approval of a Preliminary Development Plan (preliminary site plan) for the entire project, or for any one or more phases of the project. City Council shall have the final authority to approve and grant Preliminary Development Plan approvals, following a recommendation by the Planning Commission.

C. Step Three: Final Development Plan Approval. The third step of the review and approval process shall be the review and approval of a Final Development Plan (final site plan) for the entire project, or for any one or more phases of the project, and the issuance of building permits. Final Development Plans for Planned Unit Developments shall be submitted to the Zoning Administrator for administrative review, and the [Zoning Administrator](#), with the recommendation of other appropriate City Departments, shall have final authority for approval of such Final Development Plans.

SECTION 11.06 STEP ONE: CONCEPT DEVELOPMENT PLAN APPROVAL

A. Preapplication Meeting. Prior to the submission of an application for approval of a Planned Unit Development, the applicant shall meet informally with the Zoning Administrator of the City, together with such staff and outside consultants as deemed appropriate by the City. The applicant shall present at such conference, or conferences, a sketch plan of the proposed Planned Unit Development, as well as the following information:

1. A legal description of the property and the total number of acres in the project;
2. A topographical map of the site;
3. A statement as to all proposed uses;
4. The known deviations sought from the ordinance regulations otherwise applicable;

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5. The number of acres to be preserved as open or recreational space and the intended uses of such space;

6. All known natural resources, natural features, historic resources and historic features; which of these are to be preserved; and

7. A listing and specification of all site development constraints.

- B. Concept Development Plan. Thereafter, a [Concept Development Plan](#) conforming to the application provisions set forth herein shall be submitted. A proposed Development Agreement shall be incorporated with the Concept Development Plan submittal and shall be reviewed and approved coincident with the Plan. Such submissions shall be made to the [Zoning Administrator](#), who shall present the same to the [Planning Commission](#) for consideration at a regular or special meeting. The Concept Development Plan shall constitute an application to amend the zoning district map. Before making a recommendation to the [City Council](#), the Planning Commission shall hold a Public Hearing on the proposal. Prior to the Planning Commission scheduling a Public Hearing, the applicant shall arrange for one (1) or more informal meetings with representatives of the adjoining neighborhoods, soliciting their comments and providing them to the Planning Commission. The City shall be advised in advance as to the scheduling and location of all such meetings.

Thereafter, the Planning Commission shall make a recommendation to the City Council with regard to the Concept Development Plan. A Public Hearing shall be scheduled before the City Council, at which time Council will consider the proposal along with the recommendations of the Planning Commission, the City staff, and comments of all interested parties. The City Council shall then take action to approve, approve with conditions, or disapprove the Concept Development Plan. The City Council shall set forth in their resolution the reasons for such action, including any reasons for denial.

- C. Application. The application for approval of a Concept Development Plan shall include the information and materials set forth herein, which shall be in a plan format together with a narrative explanation. The Zoning Administrator shall have the authority to waive certain information and materials if it is determined that such information and materials do not affect compliance with this Ordinance.
1. Development Concept. A summary explanation of the development concept shall describe the project and explain how the project will meet the intent of the PUD option as set forth in [Section 11.01](#) and the criteria for consideration as a PUD as set forth in [Section 11.03](#) hereof, as those sections reasonably apply to the site.
 2. Density. The maximum density of the overall project and the maximum density for each proposed use and phase.

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3. Road System. A general description of the road system and circulation pattern; the location of roads, entrances, exits and pedestrian walkways; a statement whether roads are intended to be public or private. 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 vehicle traffic congestion particularly as it pertains to the improvements along major roads.
4. Utilities. A general description and location of both on-site and off-site utilities including proposed water, sanitary sewer, storm sewer systems and utility lines; a general indication of the size and location of stormwater detention and retention ponds, and a map and text showing off-site utilities, existing and proposed, which will provide services to the project.
5. Open Space/Common Areas. A general description of proposed **open space** and common areas; the total area of open space; the total area of open space in each proposed phase; and the proposed uses of open space and common areas.
6. Uses. A list of all proposed uses; the location, type and land area to be devoted to each use, both overall and in each phase; and a demonstration that all of the proposed uses are permitted under this Article.
7. Development Guidelines. A plan of the site organization, including typical setback and lot dimensions; the minimum lot sizes for each use; typical minimum and maximum **building height** and size; massing models; conceptual building design; and the general character and arrangement of parking; fencing; lighting; berming; and building materials.
8. Parking and Traffic. A study of the parking requirements and needs; and a traffic impact study and analysis.
9. Landscaping. A general landscaping plan; a landscape plan for entrances; a landscape plan for overall property perimeters; any theme/streetscape design; and any proposed irrigation.
10. Natural Resources and Features. Floodway/floodplain locations and elevations; wetlands and watercourses; woodlands; and location and description of other natural resources and natural features.
11. Phasing Information. The approximate location, area and boundaries of each phase; the proposed sequence of development, including phasing areas and improvements; and the projected timing for commencement and completion of each phase.

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12. Public Services and Facilities. A description of the anticipated demand to be generated by the development for public sewer, water, off-site roads, schools, solid waste disposal, off-site drainage, police and fire; a description of the sufficiency of each service and facility to accommodate such demands; and the anticipated means by which any insufficient services and facilities will be addressed and provided.

13. Historical Resources and Structures. Their location, description and proposed preservation plan.

14. Site Topography.

15. Signage. General character and location of entrance and internal road system signage; project identification signage; and temporary or permanent signage proposed for any other locations.

16. Amenities.

17. Zoning Classification. Existing zoning classifications on and surrounding the site.

18. Specification Of Deviations. A specification of all deviations proposed from the regulations which would otherwise be applicable to the underlying zoning and to the proposed uses, which are proposed and sought for any phase or component of the [Planned Unit Development](#); the safeguards, features and/or planning mechanisms proposed to achieve the objectives intended to be accomplished by any regulation from which a deviation is being sought.

19. Community Impact Statement. A community impact statement, which shall provide an assessment of the developmental, ecological, social, economic and physical impacts of the project on the natural environmental and physical improvements on and surrounding the development site. Information required for compliance with other ordinance provisions need not be duplicated in the community impact statement.

D. Standards for Approval. In making a determination as to whether to approve a proposed Planned Unit Development proposal, the [Planning Commission](#) and the [City Council](#) shall be guided by the intent and criteria as set forth in [Sections 11.01 through 11.04](#), as reasonably applicable to the site.

E. Planned Unit Development Agreement. In conjunction with a request for [Concept Development Plan](#) approval, the applicant shall submit one or more proposed documents which, when agreed upon by all parties, shall serve as the PUD Agreement. As a part of the Concept Development Plan approval process, the applicant and the City Council shall each authorize execution of a PUD

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Development Agreement. The PUD Development Agreement shall include, but shall not be limited to, items such as the following:

1. A summary description of the nature and character of the proposed development, including uses, densities and site improvements as approved in the Concept Development Plan.
 2. A statement of the conditions upon which [Conceptual Development Plan Approval](#) by the [City Council](#) is based, with particular attention given to those conditions, which are unique to this particular PUD Plan. These conditions may include matters such as, but not limited to, architectural standards, building elevations and materials, site lighting, pedestrian facilities, and landscaping.
 3. A summary of the public improvements (streets, utilities, etc.) and any other material benefits offered by the applicant, which are to be carried out in conjunction with the proposed PUD development, along with a summary of the financial guarantees which will be required and provided in order to ensure completion of those improvements, as well as the form of such guarantees which will be acceptable to the City.
 4. A document specifying and ensuring the maintenance of any open space or common areas contained within the PUD development (e.g. through a property owners association, or through conveyance to the City with maintenance deposit, etc.)
 5. A statement that if there is a conflict between the Zoning Ordinance, the Conceptual Development Plan and the Planned Unit Development Agreement, the Planned Unit Development Agreement shall control.
 6. Upon the granting of Concept Development Plan approval, the [Planned Unit Development Agreement](#) shall be recorded in the office of the Oakland County Register of Deeds by the City of Troy, referencing the legal description of the subject property.
- F. Effect of Concept Development Plan Approval. If the City Council approves the Concept Development Plan and the Development Agreement, the zoning map shall be amended to designate the property as a Planned Unit Development. Such action, if and when approved, shall confer Concept Development Plan approval for five (5) years (herein to be referred to as CDP Period). The five year CDP Period commences upon the effective date of adoption of the ordinance that rezones the parcel to PUD by City Council.

During the CDP Period, the applicant shall be permitted to submit at least one (or more, at the option of the applicant, if the project is proposed in phases) Preliminary Development Plan application(s), seeking Preliminary Development

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Plan approval in the manner hereinafter provided. Upon the submittal of the first Preliminary Development Plan for one (1) or more phases of the PUD project, the five (5) year expiration period shall no longer apply to the CDP and the CDP shall remain in full force and effect for the development of the entire PUD project, including without limitation, the development of all future phases of the entire PUD Property. Any submittals of Preliminary Development Plans shall comply with all the requirements of [Article 8, Site Plan Review](#) for Preliminary Site Plan submittals and any additional requirements of the [Zoning Administrator](#) reasonably needed to demonstrate consistency with the CDP and compliance with [Section 11.07](#). Any [Preliminary Development Plans](#) that do not comply with these requirements shall not be considered submittals for purposes of this Paragraph. After submittal of the first Preliminary Development Plan, the timing for the issuance of permits and construction of the PUD project and/or all future phases, shall, be determined as set forth in [Section 11.08.F](#).

Upon the request of the applicant, prior to the expiration of the [Concept Development Plan](#), the [City Council](#) may extend the expiration date of the Concept Development Plan. In determining whether to extend the expiration date of the Concept Development Plan, approval of an extension may be granted if the ordinances and laws applicable to the project have not changed in a manner which would substantially affect the project as previously approved.

In the event of the expiration of the Concept Development Plan, the applicant may either make application for a new Concept Development Plan or make application for some other zoning classification. Following Final Development Plan Approval for one or more phases or for the entire PUD, no use or development of the subject property may occur which is inconsistent with the approved Final Development Plan and Development Agreement. There shall be no use or development of the subject property until a new Concept Development Plan or rezoning is approved.

SECTION 11.07 STEP TWO: PRELIMINARY DEVELOPMENT PLAN APPROVAL

- A. Development of property classified as a PUD shall require [Preliminary Development Plan](#) approval, which shall be granted by City Council following a recommendation by the Planning Commission. Application(s) shall be submitted to the Planning Commission and [City Council](#) for review and approval consistent with the approved Concept Development Plan.
- B. Preliminary Development Plan approval may be applied for and granted with respect to the entire PUD development or as to one (1) or more phases. However, if the project is developed in phases, the design shall be such that upon completion, each phase or cumulative result of approved phases shall be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure protection of natural resources and

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the health, safety, and welfare of the users of the [Planned Unit Development](#) and properties in the surrounding area.

The Preliminary Development Plan shall specify the public improvements required to be constructed in addition to and outside of the proposed phase or phases for which approval is sought, which are determined to be necessary in order to support and service such phase or phases.

Further, the Preliminary Development Plan may require the recordation of permanent or temporary easements, open space agreements, and other instruments in order to ensure the use and development of the public improvements on the property as proposed and/or to promote and/or protect the public health, safety and welfare in a manner consistent with the intent and spirit of this Article.

C. Except as herein otherwise modified, [Preliminary Development Plan](#) approval shall be based upon the requirements, standards and procedures set forth in [Article 8, Site Plan Review](#). In addition to the information required in Article 8, the applicant shall also submit the following:

1. A demonstration, including map and text, that the requirements of [Section 11.07.B](#) hereof have been met.
2. To the extent not provided by the information submitted in accordance with Article 8, Site Plan Review, the following additional information and documentation shall be submitted:
 - a. Sufficient information to demonstrate compliance with any applicable project design standards as approved during [Concept Development Plan](#) review.
 - b. A site plan showing the type, location and density of all structures and uses.
 - c. A plan showing all [open spaces](#), including preserves, recreational areas, and historic resources, including but not limited to all similar such uses and spaces, and the purpose proposed for each area.
 - d. Expert opinion of an independent consultant with regard to a market need for the use or uses proposed and the economic feasibility of the project.
 - e. A specification of all deviations proposed from the regulations, which would otherwise be applicable to the underlying zoning and to the proposed uses.

This specification shall state the reasons and mechanisms to be utilized for the protection of the public health, safety and welfare in lieu of the regulations, which would otherwise apply to a traditional development.

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f. Additional landscaping details as required by the [Planning Commission](#) and/or the [City Council](#) in order to achieve a specific purpose consistent with the spirit of this Article.

g. The general improvements which will constitute a part of each phase or phases proposed, including, without limitation, lighting, signage, visual and noise screening mechanisms, utilities, and further including the aesthetic qualities of the general improvements.

D. The [Planning Commission](#) shall proceed with the review of a [Preliminary Development Plan](#) for either the entire PUD development or for any one or more phases thereof in the manner herein specified and in accordance with the provisions of [Article 8, Site Plan Review](#). The Planning Commission shall determine that:

1. The Preliminary Development Plan continues to meet and conform to the criteria for, the intent of and the objectives contained in the approved Concept Development Plan. In the event that the Planning Commission determines that the Preliminary Development Plan does not continue to meet or conform to the criteria for, the intent of and/or the objectives contained in the approved Concept Development Plan, the Planning Commission shall make this determination a part of their recommendation.

2. The Preliminary Development Plan meets the requirements, standards and procedures set forth in [Article 8, Site Plan Review](#) and any other applicable requirements as set forth in this Article.

E. At the conclusion of the Planning Commission's review, the Planning Commission shall either recommend approval of the Preliminary Development Plan, with or without conditions, or recommend denial. If the Planning Commission recommends denial, the minutes of the meeting shall include the reasons for recommending denial. If approval is recommended with conditions, the minutes shall include a statement of the conditions.

Following receipt of the Planning Commission's recommendation of a Preliminary Development Plan, the [City Council](#) shall either approve the Preliminary Development Plan, with or without conditions, or deny the Preliminary Development Plan. If City Council determines the Preliminary Development Plan does not conform to the Concept Development Plan, the applicant shall either revise the Preliminary Development Plan to so conform, or, shall seek an amendment to the Concept Development Plan in accordance with [Section 11.09](#).

F. City Council's approval of the Preliminary Development Plan shall be effective for a period of three (3) years, during which period of time the applicant is authorized to submit a Final Development Plan (final site plan, engineering and construction plans) for site improvements, together with all other documents necessary for Final

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Development Plan approval and the issuance of Building Permits. The applicant may apply to the City for extension of the three (3) year period for approval of the Preliminary Development Plan.

SECTION 11.08 STEP THREE: FINAL DEVELOPMENT PLAN APPROVAL

Upon receipt of [Preliminary Development Plan](#) approval, the applicant shall be entitled to submit a Final Development Plan for the entire development (or one or more phases) to the [Zoning Administrator](#) for its review and approval, and the Zoning Administrator shall have final authority for the review and requested approval of Final Development Plans. In conjunction with the application for approval of a Final Development Plan, the applicant shall submit evidence of completion of the Preliminary Development Plan Approval process in accordance with this Article. Following its review of the Final Development Plan, the Zoning Administrator shall approve, approve with conditions, or disapprove the Final Development Plan. In the event of denial, the Zoning Administrator shall set forth in writing the reasons for such action. Construction shall commence in accordance with the Final Development Plan within two (2) years from the date of approval. The applicant may apply to the Planning Commission for an extension of the one (1) year period within which to commence construction upon good cause shown.

SECTION 11.09 AMENDMENT

Any proposed amendment of the [Planned Unit Development](#) which seeks to alter the intent, the conditions or terms of the [Concept Development Plan](#) as approved and/or the terms or conditions of Final Development Plan approval, shall be presented to and considered by the [Planning Commission](#) and the [City Council](#) at Public Hearings, following the procedures set forth for Concept Development Plan approval.

SECTION 11.10 PUBLIC NOTICE FOR PLANNED UNIT DEVELOPMENT PUBLIC HEARINGS

- A. All applications for a Planned Unit Development shall require public notice and a public hearing. [Section 3.04, Public Notice](#) Requirements sets forth notification requirements for all public hearings.
- B. A sign shall be placed on the subject property to inform the public that an application for a Planned Unit Development has been filed, and to indicate the location of information regarding the request.

SECTION 11.11 ABANDONMENT

- A. Abandonment of [Concept Development Plan](#). Following any action evidencing

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abandonment of the Concept Development Plan, whether through failure to proceed during the Concept Development Plan period as required under this Article, or through notice of abandonment given by the property owners, applicants or their successors. The [City Council](#) shall be entitled to take any necessary and appropriate action to rescind the Concept Development Plan approvals, to invalidate any related Development Agreements, and to rezone the subject property from PUD to an appropriate classification. Abandonment shall be deemed to rescind any and all rights and approvals granted under and as part of the Concept Development Plan, and the same shall be deemed null and void. Evidence of such actions shall be recorded in the office of the Oakland County Register of Deeds, and referenced to the subject property.

- B. Abandonment of [Preliminary Development Plan](#). Approved Preliminary Development Plans for which a Final Development Plan has not been submitted as required under [Section 11.08](#) shall be considered abandoned for the purposes of this Article. The applicant may request a twelve (12) month extension of Preliminary Development Plan approval, which will be considered and acted upon by the City Council following a Public Hearing. A written request for extension must be received by the City before the expiration of the three (3) year Preliminary Plan Approval period.
- C. Abandonment of Final Development Plan. Approved Final Development Plans, upon which construction does not commence within a two (2) year period from the date of a Final Development Plan approval, shall be considered abandoned for the purposes of this Article. The applicant may request a twelve (12) month extension of Final Development Plan approval, which will be considered and acted upon by the [City Council](#) following a Public Hearing. A written request for extension must be received by the City before the expiration of the two (2) year Final Plan Approval period.

SECTION 11.12 APPEALS

The Zoning Board of Appeals shall have no authority in matters covered by this Article. Modifications to plans or proposals submitted under this Article shall be processed in accordance with the amendment procedures covered under [Section 11.09](#) hereof.

SECTION 11.13 VIOLATIONS

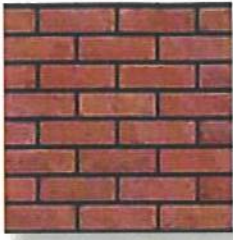
Any violation of the approved PUD Final Plan or the PUD Agreement shall be considered a violation of the Zoning Ordinance, which shall be subject to the enforcement actions and penalties described in [Section 3.08](#).

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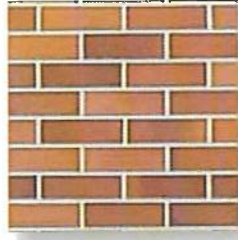
EXHIBIT H

Design Quality Examples

[See attached]



**1. Masonry
(Red Brick)**



**2. Masonry
(Brown Brick)**



**3. Masonry
(Charcoal Brick)**



**4. Masonry
(White Brick)**



**5. Cast-In-Place or
Precast Concrete
(Light Gray)**



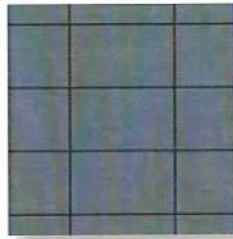
**6. Stone
(Cream)**



**7. Stone
(Light Gray)**



**8. Stone
(Off White)**



**9. Metal
(Gray)**



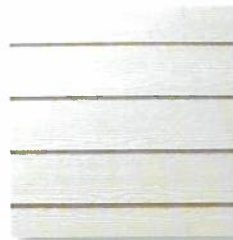
**10. Metal
(Dark Gray)**



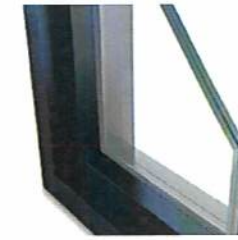
**11. Wood
(Light Brown)**



**12. Wood
(Brown)**



**13. Fiber
Cement**



14. Glass

Architectural Characteristics and Materials

The general architectural character will reflect the fine qualities and traditions in the City of Troy and neighboring communities. Each structure will have its own identifying architecture that will work in harmony with buildings throughout the PUD to provide a cohesive and pleasant visual appearance. Building façade characteristics will offer a high degree of three dimensionality; scale and proportions suitable for each use; shade and shadow; and textures found in best-in-class architecture.

Building architecture to comply with the Big Beaver Corridor standards, however the City Council based on recommendations from the Planning Commission may waive certain requirements in lieu of good architectural design and quality materials.

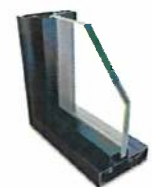
Note Key:



1. Masonry



2. Metal



3. Glass

Note Key:



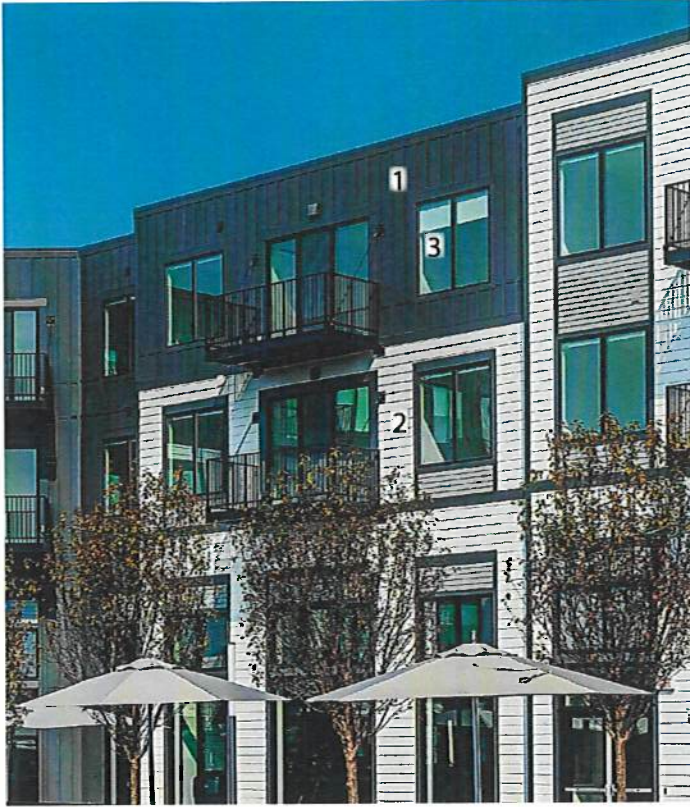
1. Masonry



2. Metal



Architectural Characteristics



Note Key:



1. Metal



2. Fiber Cement



3. Glass



Note Key:



1. Masonry

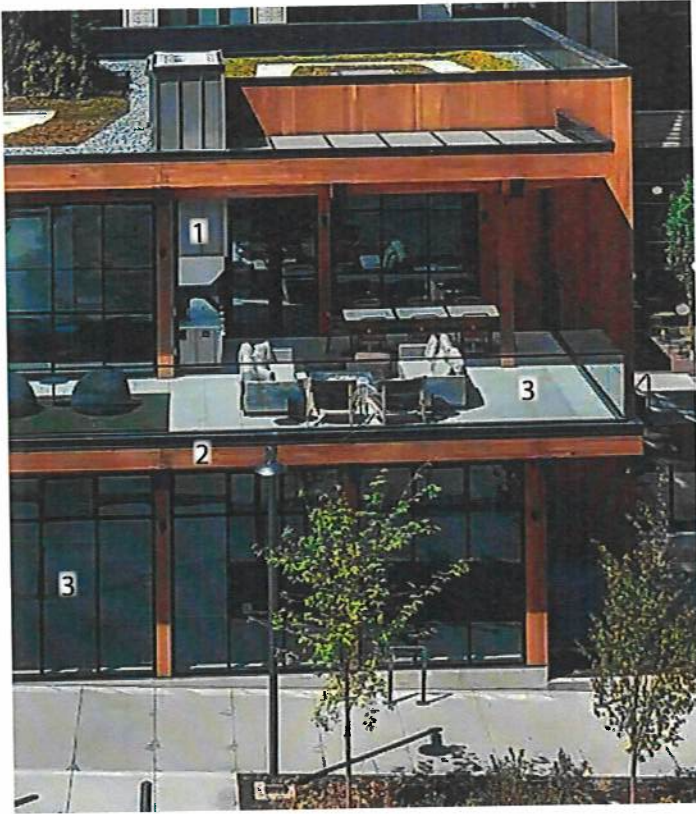


2. Glass



Architectural Characteristics

SOMERSET WEST › THE FORBES COMPANY
ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025



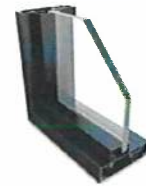
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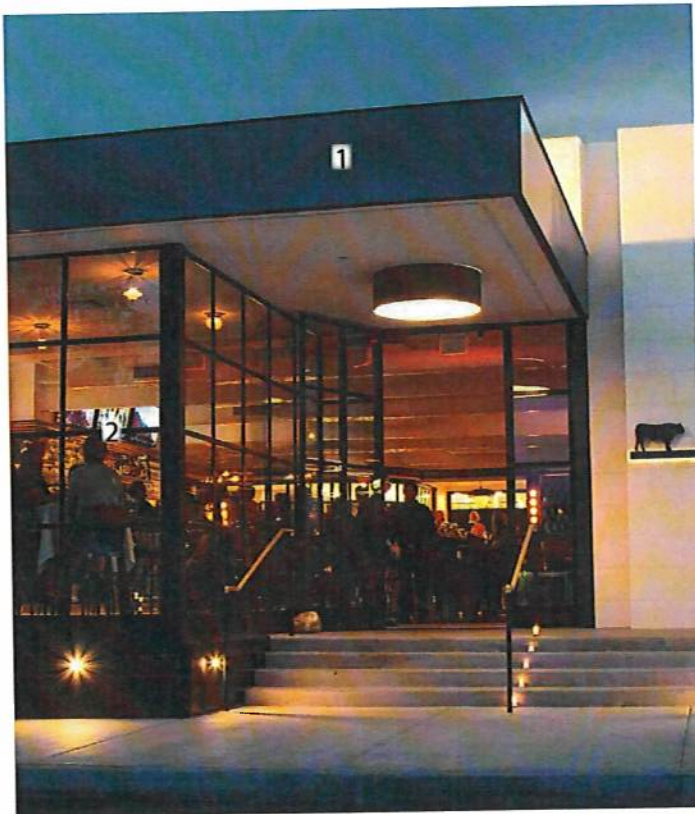
1. Metal



2. Wood



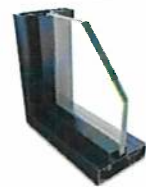
3. Glass



Note Key:



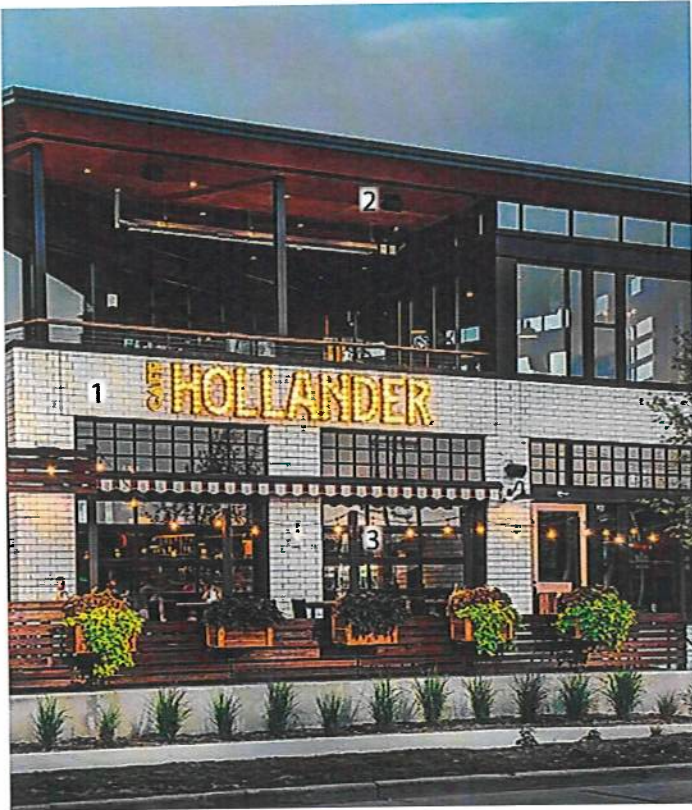
1. Metal



2. Glass

Architectural Characteristics

SOMERSET WEST › THE FORBES COMPANY
ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025



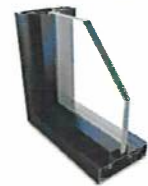
Note Key:



1. Masonry



2. Wood



3. Glass



Note Key:



1. Precast
Concrete



2. Glass

Architectural Characteristics

SOMERSET WEST › THE FORBES COMPANY
ELKUS MANFREDI ARCHITECTS › MARCH 7, 2025

EXHIBIT I

Offsite Traffic Improvements

I. Big Beaver Road

- a. Relocate west bound turn around to make it an east bound turn around including the relocation of the existing traffic signal in connection therewith as generally shown on the attached plan.
- b. Remove existing east bound to west bound turn around as generally shown on the attached plan.
- c. Extend the deceleration lane on the west bound side of Big Beaver as generally shown on the attached plan.

II. Coolidge Highway

- a. Extend the deceleration lane on the south bound side of Coolidge Highway as generally shown on the attached plan.

III. Cunningham Drive

- a. Reduce the existing 4 lanes of Cunningham Drive in each direction to 2 lanes in each direction with a center lane that will be located in between the 2 lanes.
- b. Install bike lanes on each side of Cunningham Drive along the adjacent properties to Cunningham Drive.

EXHIBIT J

TROY SIGN ORDINANCE
CHAPTER 85

Chapter 85 - Signs

85.01.00 Administration

85.01.01 Title, Purpose and Severability

A. Short Title: This Ordinance shall be known as and may be cited as the City of Troy Sign Ordinance.

B. Findings and Purpose:

1. It is hereby determined that proliferation of signs in the City is unduly distracting to motorists and pedestrians, creates a traffic hazard, and reduces the effectiveness of signs needed to direct and warn the public. Too many signs can overwhelm the senses, impair sightlines and vistas, create feelings of anxiety and dismay, affect the tranquility of residential areas, impair aesthetics and degrade the quality of a community.
2. It is also determined that the appearance of the City is marred by proliferation of signs.
3. It is also determined that proliferation of signs restricts light and air.
4. It is also determined that proliferation of signs negatively affects property values. This Ordinance promotes safe, well-maintained, vibrant and attractive residential and business neighborhoods while accommodating the need for signs to function for the purposes for which they are intended.
5. It is also determined that the individual user's rights to convey a message must be balanced against the public's right to be free of signs which unreasonably compete with one another, distract drivers and pedestrians, and create safety concerns and confusion. This Ordinance is intended to balance the individual user's desire to attract attention with the citizens' right to be free of unreasonable distractions.
6. It is also determined that proliferation of signs results in an inappropriate use of land. The purpose of this Ordinance is to control the occurrence and size of signs in order to reduce the aforementioned negative effects.
7. It is also determined that there is a unique value to signs which provide a means of exercising constitutional freedom of expression.
8. It is also determined that the signs of least value to people within the City are those which carry commercial messages other than the advertisement of any product, service, event, person, institution or business located on the premises where the sign is located (off premise sign) or indicates the sale or rental of such premises.
9. It is further determined that off premise signs are unduly distracting to motorists and residents because of the periodic changing of the message on such signs and because such signs are generally larger and are predominantly located along busy highways where several businesses are located in close proximity to each other, thereby posing a greater risk to the City's interest in traffic safety and aesthetics. Additionally, off-premises signs can also deter the redevelopment of a parcel or limit the redevelopment potential of a site due to extended lease periods for off-premises signs.
10. It is further determined a proliferation of off premise signs creates confusion and the perception of visual clutter in conflict with one of the goals and themes of the

Chapter 85 - Signs

City of Troy Master Plan. This Ordinance supports the purposes and recommendations of various area specific plans adopted in support of orderly development and ensures that signs are located, designed, constructed, installed and maintained in a way that protects life, health, property, and the public welfare.

11. It is also determined that the regulations contained in this Ordinance are the minimum amount of regulation necessary to achieve its purposes.
12. It is also determined that restrictions in this Ordinance on the size of signs, their height and placement on real estate, are the minimum amount necessary to achieve its purposes.

(Rev. 09-24-2018; Effective 10-04-2018)

- C. Severability: If any court of competent jurisdiction shall declare any part of this Ordinance to be invalid, such ruling shall not affect any other provisions of this Ordinance.

(Rev. 09-24-2018; Effective 10-04-2018)

85.01.02 Enforcement:

- A. This Chapter shall be administered and enforced by the Zoning Administrator as provided for in Chapter 3 of the Troy City Code.

(Rev. 06-07-2010)

- B. Responsibility of Compliance: The owner of any property on which a sign is placed, and the person maintaining said sign are equally responsible for the condition of the sign and the area in the vicinity thereof.

- C. Removal of Signs: Should any sign be found unsafe, insecure, improperly constructed or not in accordance with the requirements of this Chapter, the Sign Erector and/or Owner shall be required to make the sign safe, secure and otherwise in compliance with the requirements of this Chapter.

(Rev. 09-24-2018; Effective 10-04-2018)

- 85.01.03 Definitions: For the purpose of this chapter, certain terms, words and tenses used herein, shall be interpreted or defined as follows:

Amortization: Amortization refers to the grace period in which a sign that becomes nonconforming as a result of an amendment to this Chapter must be removed, which allows the owner of such sign to recoup their investment in the sign prior to its removal.

(Rev. 09-24-2018; Effective 10-04-2018)

Board of Appeals: Board of Appeals means the Building Code Board of Appeals.

Business Development: One or more uses within a building or buildings that share common parking facilities.

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Department: The Planning Department of the City of Troy, its officers, inspectors and other employees.

(Rev. 06-07-2010)

Display Time: The amount of time a message and/or graphic is displayed on an Electronic Message Sign.

(Rev. 09-24-2018; Effective 10-04-2018)

Dissolve: A mode of messaging transition on an Electronic Message Sign accomplished by varying the light intensity or pattern, in which the first message gradually appears to dissipate and lose legibility with the gradual appearance and legibility of the second message.

(Rev. 09-24-2018; Effective 10-04-2018)

Dynamic Frame Effect: An Electronic Message Sign frame effect in which the illusion of motion and/or animation is used.

(Rev. 09-24-2018; Effective 10-04-2018)

Electronic Message Sign (EMS): A sign or portion of a sign, that displays an electronic image or video, which may or may not include text, including any sign or portion of a sign that uses changing lights or similar forms of electronic display such as LED to form a sign message with text and or images wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. This definition includes without limitation television screens, plasma screens, digital screens, flat screens, LED displays, video boards, and holographic displays.

(Rev. 09-24-2018; Effective 10-04-2018)

Fade: A mode of message transition on an Electronic Message Sign accomplished by varying the light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

(Rev. 09-24-2018; Effective 10-04-2018)

Frame: A complete, static display screen on an Electronic Message Sign.

(Rev. 09-24-2018; Effective 10-04-2018)

Frame Effect: A visual effect on an Electronic Message Sign applied to a single frame. See also Dynamic Frame Effect.

(Rev. 09-24-2018; Effective 10-04-2018)

Ground Sign: A freestanding sign supported by one or more uprights, braces, or pylons located in or upon the ground and not attached to any building.

Illuminance: The amount of light falling upon a real or imaginary surface, commonly called "light level" or "illumination". Measured in foot candles (lumens/square foot).

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(Rev. 09-24-2018; Effective 10-04-2018)

LED: Light emitting diode

(Rev. 09-24-2018; Effective 10-04-2018)

Major Thoroughfare: A street which is intended to serve a large volume of traffic for both the immediate area and the region beyond. Any street with a right of way existing or proposed, of one hundred twenty (120) feet or greater as designated in the City of Troy Master Plan.

(Rev. 09-24-2018; Effective 10-04-2018)

Off Premise Sign: A sign that may include a commercial message, and directs attention to any business, profession, product, activity, commodity, or service offered, sold, manufactured or furnished on property or premises other than that upon which the sign is located.

(Rev. 09-24-2018; Effective 10-04-2018)

Owner: A person, firm, partnership, association or corporation and/or their legal successors that own real property or personal property. For purposes of this Chapter, the term owner may also refer to a lessee in possession of the subject real or personal property.

(Rev. 09-24-2018; Effective 10-04-2018)

Person: Any individual firm, partnership, association or corporation and their legal successors.

Premise: A tract or parcel of land with the buildings thereon.

(Rev. 09-24-2018; Effective 10-04-2018)

Projecting Sign: A sign which is affixed to any building or part thereof, or structure, which extends beyond the building wall or parts thereof, or structure, by more than twelve (12) inches.

Public Property: All publicly-owned property, including streets, rights-of-way, and everything affixed thereto and there over.

Road Closure Construction Sign: A sign permitted when road lane(s) adjacent to a property are closed, due to road construction activity, for a period of 30 or more calendar days.

(Rev. 06-07-2010)

Roof line: The vertical distance measured from the established grade to the highest point of the roof surface for flat roofs, the deck line of mansard roofs, and the average height between eaves and ridge boards for gable, hip and gambrel roofs.

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Roof Sign: A sign that is erected, constructed or maintained upon, and projects above or beyond the roof or parapet.

Scroll: A mode of message transition on an Electronic Message Sign in which the message appears to move vertically across the display surface.

(Rev. 09-24-2018; Effective 10-04-2018)

Sign: A sign means any structure or wall or other object used for the display of any message, and includes but is not limited to any bill, poster, placard, handbill, flyer, painting, balloon, streamer or other similar object in any form whatsoever which may contain printed or written matter in words, symbols, or pictures, or in any combination thereof attached to or affixed to the ground or any structure.

(Rev. 09-24-2018; Effective 10-04-2018)

Sign Erector: Any person engaged in the business of erecting, altering, or removing signs on a contractual or hourly basis.

Temporary Sign: A sign constructed of paper, cloth, canvas, plastic, cardboard, wall board, plywood or other like material without a permanent foundation or otherwise permanently attached to the ground that appears to be intended or is determined by the Zoning Administrator to be displayed for a limited time.

(Rev. 09-24-2018; Effective 10-04-2018)

Transition: A visual effect used on an Electronic Message Sign to change from one message to another.

(Rev. 09-24-2018; Effective 10-04-2018)

Travel: A mode of message transition on an Electronic Message Sign in which the message appears to move horizontally across the display surface.

(Rev. 09-24-2018; Effective 10-04-2018)

Wall Sign: A sign attached to, painted on, or placed flat against the exterior wall or surface of any building, no portion of which projects more than 12 inches from the wall, and which may not project above the roof or parapet line.

Zoning Administrator: The City Manager or his/her designee, the person charged with the administration of this Ordinance.

85.01.04 Requirements for Permits

- A. Permit Required: It is unlawful for any person to erect, re-erect, alter or relocate any sign without obtaining a permit from the Zoning Administrator and paying the applicable permit fee, as set forth in Chapter 60 of the City Code.

(Rev. 06-07-2010)

Exceptions:

1. Sign Permits shall not be required for street signs, which are erected by the City, State or Federal Government for street direction or traffic control.
2. Sign Permits shall not be required for signs located on the interior of buildings.
3. Sign Permits shall not be required for signs that are not visible from any adjacent right-of-way which do not exceed thirty-six square feet.
4. Sign Permits shall not be required for small ground signs for uses other than one and two family dwellings, as long as the signs are not more than two square feet in area.
5. Sign Permits shall not be required for temporary signs, as set forth in Section 85.03.02 of this Chapter.
6. Sign Permits shall not be required for flags that are allowed by Section 85.03.05.

(Rev. 09-24-2018; Effective 10-04-2018)

B. Permit Application: Applications for sign permits shall be made upon forms provided by the Department and shall contain the following information:

1. Name, address and telephone number of applicant.
2. Name and address of the Sign Erector.
3. Location of the building or structure to which the sign is to be attached or lot where the sign is to be erected.
4. Position of the sign in relation to nearby buildings, structures, property lines, and existing or proposed rights-of-way.
5. The zoning district of the real property where the sign is to be located.
6. Plans and specifications for the proposed sign and the method of construction and attachment to the building or placement in the ground.

(Rev. 09-24-2018; Effective 10-04-2018)

7. If deemed necessary by the Zoning Administrator, stress sheets and calculations, bearing the signature and seal of a registered professional engineer or architect, which show the structure as designed for dead load and wind pressure, and demonstrate that the proposed sign will satisfy the regulations adopted by the City of Troy.

(Rev. 09-24-2018; Effective 10-04-2018)

8. Such other information as the Zoning Administrator may require to demonstrate that the proposed sign would meet full compliance with this and other applicable laws of the City of Troy and the State of Michigan.

(Rev. 06-07-2010)

- C. Permit Fees: Permit fees are as set forth in Chapter 60 of the City Code.

(Rev. 09-24-2018; Effective 10-04-2018)

85.01.05 Prohibited Signs

- A. Signs in Right-of-Way: No sign shall be located in, project into, or overhang a public right-of-way or dedicated public easement, except as provided below:

1. Signs established and maintained by the City, County, State, or Federal Governments may be located in the right of way.
2. Banners for City sponsored events may be permitted on publicly owned property, subject to the approval of the City Manager.

(Rev. 09-24-2018; Effective 10-04-2018)

3. In its discretion, City Council may approve an agreement to allow residential development identification signs in the medians of boulevard entrance streets. Any such agreement shall require continuing liability insurance and also provide satisfactory maintenance of the sign, as well as any other condition that is deemed necessary by the Troy City Council to protect the right of way. The agreement must also indicate the City Council's approval of the proposed design and materials for the sign. The residential development identification sign shall not exceed five feet in height, and shall not be more than 50 square feet in area. The height of such signs shall not exceed 30" when located in the corner clearance area depicted in Figure 85.01.05 A.

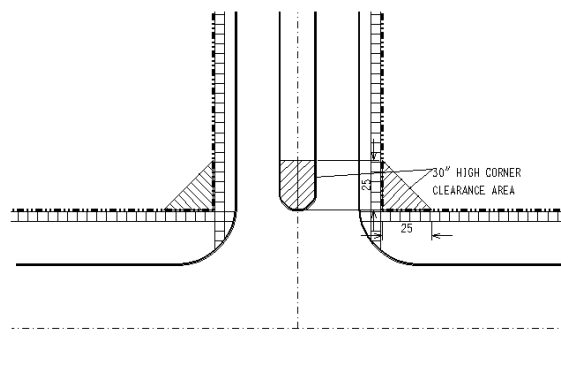


Figure 85.01.05 A

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- B. Corner Clearance: Signs higher than 30 inches shall be prohibited in the triangular area formed at the intersection of any two street right-of-way lines (existing or proposed) by a straight line drawn between said right-of-way lines at a distance along each line of 25 feet from their point of intersection. No sign shall be located in that area, or project into, or overhang into the area.
- C. Roof Projecting Signs: Roof projecting signs are prohibited.
- D. Fire Escapes: No signs of any kind shall be attached to or placed upon a building in such a manner as to obstruct any fire escape.
- E. Support Location: No pole, cable or support of any nature shall be placed on any publicly owned property, street right-of-way, or proposed street right-of-way.
- F. Traffic Interference: No advertising device shall be erected or maintained which simulates or imitates in size, color, lettering, or design any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse traffic.
- G. Flashing Signs: Flashing or intermittent illumination of signs shall be prohibited.
- H. Off Premise Signs: Off premise signs are prohibited in all zoning districts. This prohibition is applicable only to signs displaying commercial messages.

(Rev. 09-24-2018; Effective 10-04-2018)

85.01.06 Inspections

- A. Concealed Work: In cases where fastenings are to be installed and enclosed in such a manner that the Inspector cannot easily remove material to see the fastenings and material used, the Sign Erector must advise the Zoning Administrator so that the inspection may be made before concealment.
- B. Compliance Certification: All signs shall be inspected at original installation; if found to comply with this chapter, the sign shall be issued a certificate of compliance.
- C. Inspections of Existing Signs: The Zoning Administrator can inspect existing signs to determine compliance with the provisions of this chapter.

(Rev. 06-07-2010)

85.01.07 Non-Conforming Signs:

- A. Intent: It is the intent of this Chapter to encourage eventual elimination of signs that, as a result of an amendment to this Chapter, becomes non-conforming. It is considered as much a subject of health, safety, and welfare as the prohibition of new signs in violation of this Chapter. It is the intent, therefore, to administer this

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Chapter to facilitate the removal of non-conforming signs while simultaneously avoiding any unreasonable invasion of established private property rights.

(Rev. 09-24-2018; Effective 10-04-2018)

B. Continuance: A non-conforming sign shall be maintained in good condition. A non-conforming sign may be continued, but shall not be:

1. Replaced by another non-conforming sign; or
2. Structurally altered so as to prolong the life of the sign; or
3. Expanded; or
4. Re-established after damage or destruction to the sign, if the estimated expense of reconstruction exceeds 50% of the estimated replacement cost of the sign.
5. Continued for more than eight (8) years after receiving notification that the sign does not comply with the size, height, and/or setback provisions of this Chapter as amended.

(Rev. 09-24-2018; Effective 10-04-2018)

C. Removal: A non-conforming sign shall be removed upon a showing that it is unsafe, unduly distracting to motorists or pedestrians, creates a traffic hazard, or reduces the effectiveness of signs needed to direct and warn the public.

(Rev. 09-24-2018; Effective 10-04-2018)

D. EMS Illumination Non-Conformity: Any sign existing as of the effective date of this subsection that exceeds the EMS illumination levels permitted under Section 85.03.06 shall be modified and/or adjusted and made to comply with the provisions of 85.03.06 within 30 days of the effective date of this subsection.

(Rev. 09-24-2018; Effective 10-04-2018)

E. For purposes of amortization, after the effective date of this subsection, the Zoning Administrator shall cause to be made a list of every existing sign that fails to comply with Section 85.01.05 H, and the size, height, and/or setback provisions of Chapter 85 as amended, and shall provide written notification to the permit holder of each such non-conforming sign describing the non-conformity and advising the permit holder that the sign may be continued for a period not to exceed eight (8) years from the date of such notification.

(Rev. 09-24-2018; Effective 10-04-2018)

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85.01.08 Appeals:

A. Procedure

1. Any person aggrieved by any decision, ruling or order from the Building Inspector, Zoning Administrator, or any other City official in connection with an application for a sign permit may appeal that decision to the Board of Appeals and request a variance from the requirements of this Chapter. The appeal shall be made by filing an application for a hearing with the Department. The application shall specify the grounds for the appeal. The Zoning Administrator shall transmit the application and all other documents relating to the appeal to the Board of Appeals. Upon receipt of the Appeal Application, the Building Inspector shall administratively establish a date of the Public Hearing. The public hearing shall be scheduled within 30 days of the receipt of a complete application or placed on the agenda of the next occurring agenda of the Board of Appeals, whichever is later, in order to meet the notice requirements set forth below.

(Rev. 09-24-2018; Effective 10-04-2018)

2. The Zoning Administrator shall notify all owners of real property within 300 feet of the real property that is proposed as the site of the sign subject to the appeal. The notice shall be sent by U.S. Mail to the owners at the address listed with the Troy Assessing Department, and shall be postmarked no less than 14 days before the date of the Public Hearing.

(Rev. 06-07-2010)

3. A final decision on an appeal shall be made by the Board of Appeals within 30 days of the public hearing, unless a final decision is tabled or postponed for the purpose of receiving additional information needed to make a final decision or if it is tabled or postponed at the request of the applicant.

(Rev. 09-24-2018; Effective 10-04-2018)

B. Powers of the Board of Appeals

1. Subject to the provisions of the following subsection, the Board of Appeals shall grant specific variances from the requirements of this Chapter, upon a showing of each of the following:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. Exceptional characteristics of the property for which the variance is sought make compliance with the requirements of this Chapter substantially more difficult than would be the case for the great majority of properties in the same zoning district. Characteristics of property which shall be considered include exceptional narrowness, shallowness, smallness, irregular shape, topography, vegetation, and other similar characteristics; and

(Rev. 09-24-2018; Effective 10-04-2018)

- b. The characteristics which make compliance with the requirements of this Chapter difficult must be related to the premises for which the variance is sought, not some other location; and

(Rev. 09-24-2018; Effective 10-04-2018)

- c. The characteristics which make compliance with the requirements of this Chapter difficult shall not be of a personal nature; and

(Rev. 09-24-2018; Effective 10-04-2018)

- d. The characteristics which make compliance with the requirements of this Chapter difficult must not have been created by the owner of the premises, a previous owner, or the applicant; and

(Rev. 09-24-2018; Effective 10-04-2018)

- e. The proposed variance will not be harmful or alter the essential character of the area in which the property is located, will not impair an adequate supply of light and air to adjacent property, or unreasonably increase congestion in public streets, or increase the danger of fire or endanger public safety, or unreasonably diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, comfort, morals or welfare of the inhabitants of the City.

(Rev. 09-24-2018; Effective 10-04-2018)

- 2. Limitation on Variances: In no case shall any variance be granted that would result in a sign that exceeds the height, size, or setback provisions of this Chapter by 25% or that would increase the number of signs permitted by this Chapter by more than 25%.

(Rev. 09-24-2018; Effective 10-04-2018)

85.01.09 Violations

- A. It shall be unlawful for any person to erect, construct, maintain, enlarge, alter, move, or convert any sign in the City of Troy, or cause or permit the same to be done, contrary to or in violation of any of the provisions of this Chapter. Any person violating any of the provisions of this Chapter shall be responsible for committing a Municipal Civil Infraction subject to the provisions of Chapter 100 of the Code of the City of Troy. Each day that a violation continues is deemed a separate Municipal Civil Infraction. Sanctions for each violation of Chapter 85 shall include a fine of not more than \$500, costs, damages and injunctive orders as authorized by Chapter 100. Any sign constituting an immediate hazard to health and safety is deemed a nuisance and may be removed by the Zoning Administrator at the expense of the owner of the sign or other responsible party, in the discretion of the Zoning Administrator.

Chapter 85 - Signs

(Rev. 06-07-2010)

- B. Signs in Public Right-of-Way: In addition to the penalties prescribed in paragraph 85.01.09 A, any sign erected in violation of this Chapter may be removed by the Zoning Administrator or his/her authorized representative and stored in a safe location for at least 48 hours. During this period of time, the owner of the sign may obtain the sign from the Zoning Administrator upon request and payment of a fee of Fifty Dollars (\$50) for each sign to cover the costs of removal and storage. After 48 hours, the Zoning Administrator may dispose of the sign.

(Rev. 06-07-2010)

- C. Public Nuisance: Signs installed after the effective date of the adoption or subsequent amendment of this Chapter that are in violation of this Chapter are hereby declared to be public nuisances, and may be abated by the City. The City can take any legal action to abate the public nuisance. The collection of removal fees from the Owner, Sign Erector, or other responsible person shall not preclude the City from prosecuting the responsible person.

85.02.00 General Provisions

85.02.01 Construction Requirements

- A. Material Requirement: All signs shall be designed and constructed in conformity to the provisions for materials, loads, and stresses of the latest adopted edition of the Michigan Building Code and the requirements of this Chapter.
- B. Fastenings: All signs must be erected in such a manner and with such materials to remain safe and secure during the period of use and all bolts, cables, and other parts of such signs shall be kept painted and free from corrosion. Any defect due to the fault of the Sign Erector shall be repaired by the Sign Erector.
- C. Revolving Signs: Signs that revolve shall make no more than four complete revolutions per minute.

(Rev. 09-24-2018; Effective 10-04-2018)

- D. Revolving Signs: Signs that revolve shall make no more than four complete revolutions per minute.
- E. Proximity to Electrical Conductors: No sign shall be erected so that any part, including cables, guys, etc, will be within six feet of any electrical conductor, electric light pole, street lamp, traffic light, or other public utility pole or standard.

85.02.02 Illuminated Signs:

- A. Illumination: Only listed electrical devices shall be used for the illumination of signs. These listed electrical devices shall be installed in accordance with the requirements of the regulations adopted by the City of Troy. No open spark or flame

Chapter 85 - Signs

may be used for display purposes unless specifically approved by the Zoning Administrator.

(Rev. 06-07-2010)

- B. Shielding from Residential Districts: Any lighting used to illuminate signs shall be directed away from and shall be shielded from any adjacent residential zoning districts and shall not adversely affect driver visibility on adjacent public thoroughfares.

- C. Electronic message signs shall be permitted subject to the sign regulations set forth in Section 85.03.06.

(Rev. 09-24-2018; Effective 10-04-2018)

85.02.03 Identification of Sign Erector:

- A. Sign Erector's Imprint: Every sign, other than temporary signs herein defined, must carry the identification of the Sign Erector, in clearly legible letters.
- B. Re-hanging: In case of re-hanging or re-erection of any sign, the Sign Erector must place his/her identification and the date of the re-hanging on the sign.

85.02.04 Measurement of Signs:

- A. Sign Area: For the purpose of this Chapter, the area of the sign shall include the total area within any circle, triangle, rectangle or other geometric shape enclosing the extreme limits of writing, representation, emblem or any similar figure, together with any frame, ground sign support, or other material forming an integral part of the display or used to differentiate such sign from the background against which it is placed, and is further calculated as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

1. Single Face Sign: For a single face sign, the area shall be computed as the total exposed exterior surface in square feet.
2. Multi-faced Signs: When the sign has two or more faces, the area of all faces shall be included in computing the area of the sign.

Exceptions:

1. For a sign that has two or more faces placed back to back, the area shall be computed as one-half the total exposed exterior surface area in square feet.
2. For a sign that has two or more faces so arranged that the faces are greater than 24 inches from one another or such sign with any two faces that form a "V" is greater than 15 degrees, the area shall be computed as a single face sign.

3. Ground Signs: Support poles, bases, reveals, or similar components not exceeding 24 inches in thickness or depth shall not be included in the area computation.

(Rev. 09-24-2018; Effective 10-04-2018)

4. Wall Signs: When a sign consists solely of writing, representation, emblems, logos, or any other figure or similar character which is painted or mounted on the wall of a building or a self-supporting wall or fence, without distinguishing border, the area of such sign shall be computed as if it were framed by a border consisting of horizontal and vertical lines touching the outer limits of the sign and extending not more than one foot from smaller sign elements. However, in no instance shall there be any line having a dimension of less than one foot.

(Renumbered: 09-24-2018; Effective 10-04-2018)

- B. Sign Height: The height of the sign is measured from the ground to the highest point of the sign from the ground.

85.02.05 Allowable Signs:

- A. The Zoning District Regulations and Table 85.02.05 set forth the allowable signs in each zoning district. These are in addition to the signage that is exempted from permits by Section 85.01.04 A.
- B. Nothing in this Chapter shall be construed so as to prohibit ideological or non-commercial advertising on any sign on which commercial advertising is allowed.

C. Specific Zoning District Regulations

1. R-1 One Family Residential and RT One Family Attached Residential Districts: Signs in R-1 and RT districts shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. For non-single family uses, one sign not to exceed 100 square feet in area.

(Rev. 09-24-2018; Effective 10-04-2018)

- b. For one, two, and multiple family housing development entrances, a maximum of two signs not exceeding a total of 100 square feet in area.

(Rev. 09-24-2018; Effective 10-04-2018)

- c. For one, two, and multiple family housing developments under construction, one sign not to exceed 100 square feet in area is

allowed until such time as a certificate of occupancy is issued for all units in the development.

(Rev. 09-24-2018; Effective 10-04-2018)

2. Multiple-Family, UR Urban Residential, MHP Manufactured Housing and C-F Community Facilities Districts: Signs in MF, UR, MHP and CF Districts shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. One sign not to exceed 100 square feet in area.
(Rev. 09-24-2018; Effective 10-04-2018)
- b. One additional sign not to exceed 36 square feet in area.
(Rev. 09-24-2018; Effective 10-04-2018)
- c. No sign shall be located closer than 30 feet to any property line of an adjacent R-1 or RT District.

(Rev. 09-24-2018; Effective 10-04-2018)

3. Office, OM Office Mixed Use and R-C Districts: Signs in O, OM, and RC districts shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. One ground sign for each building in accordance with Table 85.02.05.
(Rev. 09-24-2018; Effective 10-04-2018)
- b. One additional ground sign for each building, not to exceed thirty-six square feet in area, if the site fronts on a major thoroughfare.
(Rev. 09-24-2018; Effective 10-04-2018)
- c. Any number of wall signs, such that the total combined area of all wall signs for each tenant shall not exceed 10% of the front area of the structure or tenant area. Wall signs must be located on the face of the area that is occupied by the tenant.

(Rev. 09-24-2018; Effective 10-04-2018)

- d. No sign shall be located closer than 30 feet to any property line of an adjacent R-1 or RT district.

(Rev. 09-24-2018; Effective 10-04-2018)

4. CB, Community Business, GB General Business and PV Planned Vehicle Sales: Signs in CB, GB, and PV shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. One ground sign in accordance with Table 85.02.05.

(Rev. 09-24-2018; Effective 10-04-2018)

- b. The required setback for ground signs from adjacent residentially zoned property shall be the same as for buildings within the zoning district.

(Rev. 09-24-2018; Effective 10-04-2018)

- c. Any number of wall signs, such that the total combined area of all wall signs for each tenant shall not exceed 10% of the front area of the structure or tenant area. Wall signs must be located on the face of the area that is occupied by the tenant.

(Rev. 09-24-2018; Effective 10-04-2018)

- d. An automobile dealership within the PV district shall be allowed one additional ground sign not to exceed thirty-six (36) square feet in area per side.

(Rev. 09-24-2018; Effective 10-04-2018)

- 5. IB, Integrated Industrial and Business District: Signs in the IB District shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. One ground sign in accordance with Table 85.02.05.

(Rev. 09-24-2018; Effective 10-04-2018)

- b. One additional ground sign, not to exceed thirty-six square feet in area, if the site fronts on a major thoroughfare.

(Rev. 09-24-2018; Effective 10-04-2018)

- c. Any number of wall signs, such that the total combined area of all wall signs for each tenant shall not exceed 10% of the front area of the structure or tenant area. Wall signs must be located on the face of the area that is occupied by the tenant.

(Rev. 09-24-2018; Effective 10-04-2018)

- d. No sign shall be located closer than 50 feet to any property line of an adjacent R-1 or RT district.

(Rev. 09-24-2018; Effective 10-04-2018)

- 6. BB Big Beaver, MR Maple Road, and NN Neighborhood Node Districts: Signs in the BB, MR, and NN Districts shall be allowed as follows:

(Rev. 09-24-2018; Effective 10-04-2018)

- a. One ground sign for each building in accordance with Table 85.02.06.

(Rev. 09-24-2018; Effective 10-04-2018)

- b. One additional ground sign for each building, not to exceed thirty-six square feet in area if the site fronts on a major thoroughfare.

(Rev. 09-24-2018; Effective 10-04-2018)

- c. Any number of wall signs, such that the total combined area of all wall signs for each tenant shall not exceed 10% of the front area of the structure or tenant area. Wall signs must be located on the face of the area that is occupied by the tenant.

(Rev. 09-24-2018; Effective 10-04-2018)

- d. Interior or exterior signs, including signs affixed to windows, must comply with the Transparency Requirements of the Zoning Ordinance.

(Rev. 09-24-2018; Effective 10-04-2018)

- e. One pedestrian-scaled wall sign or projecting sign per tenant, provided it does not exceed twelve square feet in area and does not project more than forty eight (48) inches from the wall.

(Rev. 09-24-2018; Effective 10-04-2018)

TABLE 85.02.05 STANDARDS FOR GROUND SIGNS			
Zoning District	Minimum Setbacks*	Maximum Height	Maximum Area
All R and C-F	10 ft.	12 ft.	See Section 85.02.05 C (1) & 85.02.05 C (2)
All CB, GB, BB, IB, MR, NN, O, R-C and-PV	0 ft.	10 ft.	50 sq. ft.
	20 ft.	20 ft.	100 sq. ft.

* Indicates setback from existing street right-of-way, or from planned right-of-way (as indicated in Master Thoroughfare Plan), whichever is greater.

(Rev. 09-24-2018; Effective 10-04-2018)

85.03.00 General Exceptions: The regulations of this Chapter shall be subject to the following exceptions.

85.03.01 Special Event Signs

Chapter 85 - Signs

- A. Signs that will be displayed for a period of seven (7) consecutive days or less are allowed as long as a Special Event Sign permit is issued. The application for a Special Event sign permit shall be submitted to the Zoning Administrator, and shall include the following:

(Rev. 09-24-2018; Effective 10-04-2018)

1. Plans indicating the following:
 - a. Site layout (building location, parking, etc.)
 - b. Number, size and location of proposed signs, including banners, flags, cold air balloons, and other forms of signage.
2. Documentation detailing desired dates for the placement of the Special Event signs.
3. If the applicant for the Special Event Sign permit is not the property owner of the site where the signage is proposed to be located, then the written approval of property owner must be submitted with the application.
4. The required application fee, as set forth in Chapter 60 of the Troy City Code.

Exception: All fees for a Special Event sign application shall be waived for all non-profit applicants who provide satisfactory proof of the non-profit status to the Zoning Administrator.

- B. A Special Event Sign permit shall be issued for not more than seven (7) consecutive days within any twelve (12) month period.
- C. No more than four off-site signs related to a Special Event may be permitted. Such off-site signs shall each be limited to six (6) square feet in area. Applicant must also submit written approval from the owners of properties where the off-site Special Event Signs are proposed to be located. This permission must be provided prior to the issuance of a permit.

85.03.02 Temporary Signs

- A. Temporary signs as defined in Section 85.01.03 are allowed without a permit subject to the following:
1. Size of Temporary Signs: The total aggregate sign area of all temporary signs on any one site shall not exceed fourteen (14) square feet. The maximum size of individual temporary signs shall not exceed six square feet in area. Temporary signs shall not be higher than forty-two (42) inches above average mean grade of the yard on which it is placed.

Exceptions:

- a. For uses other than one and two family dwellings, temporary signs for buildings under construction shall be a maximum size of 10% of the square foot area of the front of the structure, and not more than 10 feet in height.
- b. One temporary sign located on vacant land that is for sale or for lease, when the parcel exceeds two acres in area, shall be allowed to have a size equal to 15 square feet of sign area per acre of land or 15 square feet of sign area per 100 lineal feet of thoroughfare frontage. In no case shall the sign be allowed to exceed 100 square feet of sign area or be more than 10 feet in height.

(Rev. 09-24-2018; Effective 10-04-2018)

2. Location of Temporary Signs:

- a. Temporary signs shall not be attached to any utility pole or be located within any public right-of-way.
- b. Temporary signs shall not be located closer than twenty (20) feet to the edge of the traveled portion of the roadway and shall not be located in a dedicated right-of-way.
- c. Temporary signs shall not be erected in such a manner that they will or reasonably may be expected to interfere with, obstruct, confuse or mislead traffic.
- d. Temporary signs cannot be placed or constructed so as to create a hazard of any kind.
- e. Prior to the erection or placement of a temporary sign, the permission of the property owner where the sign is to be located must be secured.
- f. Signs shall be located so as to comply with the corner clearance requirements of Section 85.01.05 B.
- g. Temporary signs shall not be illuminated except as provided in Section 85.03.06.

(Rev. 09-24-2018; Effective 10-04-2018)

- 3. Time Limitations for Temporary Signs: Temporary signs shall be removed within 60 days of placement, except for temporary signs that are located on real property that is for sale or lease.

(Rev. 09-24-2018; Effective 10-04-2018)

85.03.03 Road Closure Construction Signs

One sign, not exceeding 36 square feet in area, shall be permitted for each owner or tenant of a building located on property adjacent to a road lane that is closed due to construction activity for a period of 30 or more calendar days. Ground signs shall not exceed 10 feet in height and shall be located outside of the right-of-way. Wall signs shall be placed flat against the exterior surface of the building, shall not project more than 12 inches from the building surface, and shall not project above the roof or parapet line. Signs shall be removed upon the opening of all road lanes adjacent to the property.

(Renumbered:. 09-24-2018; Effective 10-04-2018)

85.03.04 Signs on Motor Vehicles

- A. No person, corporation, partnership or other legal business entity shall attach a sign to a motor vehicle, trailer, or other mobile structure where the primary use of such structure is to provide a base for such sign or to constitute the sign itself. This provision shall not be interpreted to prohibit identification signs on vehicles used for normal business purposes, nor shall it be interpreted to prohibit bumper stickers.

(Rev. 09-24-2018; Effective 10-04-2018)

- B. No person shall place a sign on a motor vehicle offered for sale or trade except as follows:

1. Properly licensed auto dealerships and properly licensed used car lots may place signs on motor vehicles located on the dealership lot.
2. The owner of a motor vehicle may place a sign on or within the vehicle provided:
 - a. The vehicle is located only on the vehicle owner's residential property; and
 - b. Not more than one vehicle with a sign is displayed on the residential property.

(Rev. 09-24-2018; Effective 10-04-2018)

3. The owner of non-residential property may place or allow to be placed a sign on or within the vehicle provided that not more than one vehicle is displayed on the nonresidential property

(Rev. 09-24-2018; Effective 10-04-2018)

- C. Proof that the vehicle described in the citation issued for violating this Section was parked in violation of this Section, together with proof that the defendant named in

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the citation was at the time of the cited parking the registered owner of the vehicle constitutes a presumption that the registered owner is responsible for the violation.

(Renumbered; Rev. 09-24-2018; Effective 10-04-2018)

- D. Signs on motor vehicles allowed under this Section do not require permits.

(Renumbered; Rev. 09-24-2018; Effective 10-04-2018)

85.03.05 Flags

(Renumbered: 06-07-2010)

A flag adopted by the federal government, a state government, or the local government may be displayed under the law that adopts its use and as provided below in the following subsections:

(Rev. 09-24-2018; Effective 10-04-2018)

- A. In residentially zoned districts, two flags and one flag pole may be displayed. Each flag may not exceed 15 square feet in area and the flag pole may not exceed 25 feet in height.

(Rev. 09-24-2018; Effective 10-04-2018)

- B. In nonresidential zoned districts, 4 flags and two flag poles may be displayed. Each flag may not exceed 15 square feet in area and the flag poles may not exceed 30 feet in height.

(Rev. 09-24-2018; Effective 10-04-2018)

- C. One small flag of no more than one square foot in area may be attached to vehicles on display for sale or rent at vehicle sales and service establishments. Such flags must be no higher than two feet above the height of the vehicle as if it were displayed at grade level.

(Rev. 09-24-2018; Effective 10-04-2018)

- D. Flags allowed under this Section do not require permits.

(Rev. 09-24-2018; Effective 10-04-2018)

85.03.06 Electronic Message Signs:

- A. Where Permitted:

1. Electronic Message Signs (EMS) shall be permitted solely as a ground sign subject to the requirements of the zoning district in which it is located. However, only one (1) EMS shall be permitted per premise.

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2. EMS shall be subject to the maximum height and area requirements set forth in Section 85.02.05, provided that the EMS portion of any ground sign shall not exceed fifty (50) square feet.

(Rev. 09-24-2018; Effective 10-04-2018)

B. Illumination:

1. No such electronic changeable copy sign shall display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle;
2. EMS illumination shall not exceed 0.3 foot candles above ambient light levels based upon EMS illumination measurement criteria set forth in Section 85.03.06 B (3) and Table 85.03.06.

(Rev. 09-24-2018; Effective 10-04-2018)

Table 85.03.06	
Sign Area Versus Measurement Distance	
Area of Sign sq. ft.	Measurement (ft.)
10	32
15	39
20	45
25	50
30	55
35	59
40	63
45	67
50	71
55	74
60	77
65	81
70	84
75	87
80	89
85	92
90	95
95	97
100	100
110	105
120	110
130	114
140	118
150	122
160	126

170	130
180	134
190	138
200	141
*For signs with an area in square feet other than those specifically listed in the table (i.e., 12 sq ft, 400 sq ft, etc.), the measurement distance may be calculated with the following formula: Measurement Distance = $\sqrt{\text{Area of Sign Sq. Ft.} \times 100}$	

3. EMS Illumination Measurement Criteria: The illuminance of an EMS shall be measured with an illuminance meter set to measure foot candles accurate to at least two decimals. Illuminance shall be measured on all sides, at night, with the EMS off, and again with the EMS displaying a white image for a full color-capable EMS, or a solid message for a single-color EMS. Sign measurements shall be taken at night. All measurements shall be taken as close as practical to a perpendicular plane of the sign, measured at a height of 60 inches, at the distance determined by the total square footage of the EMS as set forth in the accompanying Sign Area of a Sign versus Measurement Distance table.

(Rev. 09-24-2018; Effective 10-04-2018)

C. Message Display and Communication:

1. The display time of an EMS shall not be less than one minute per message display.
2. The transition or change of message shall appear instantaneous without the use of special effects such as dissolve or fade.
3. An EMS shall not exhibit any characteristics of movement or flashing and shall not use techniques defined as dynamic frame effect, scroll, or travel.
4. No EMS message display shall resemble or simulate any warning or danger signal, or any official traffic control device, sign, signal or light or have the brilliance or intensity that will interfere with any official traffic sign, device or signal.
5. An EMS shall not include any audio message.

(Rev. 09-24-2018; Effective 10-04-2018)

D. Miscellaneous:

1. No sign shall be permitted to operate unless it is equipped with:
 - a. A default mechanism that will cause the sign to revert immediately to a black screen if the sign or any component thereof malfunctions.

- b. A non-glare panel covering the electronic changeable copy display or other equivalent method approved by the city to substantially reduce glare.
 - c. Dimming Capabilities: All permitted EMS shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions.
 - d. A written certification from a sign manufacturer or other approved testing agency that the light intensity has been preset to conform to the brightness and display standards established herein and that the preset levels are protected from end user manipulation by password protected software or other method.
- 2. The owner or controller of said electronic changeable copy sign must adjust the sign to meet these brightness standards in accordance with this chapter. The adjustment must be made immediately upon notice of non-compliance from the City.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04 CITY COUNCIL AGENDA ITEM



Date: June 3, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Bid Waiver: Troy Downtown Development Authority Landscape Improvements to Big Beaver and I-75 Upper Embankments (Introduced by Kurt Bovensiep, Public Works Director)

History

In January of 2022 the Troy Downtown Development Authority approved a contract with OHM Advisors to begin efforts to redesign the landscaping in the district. The process began by studying the necessary improvements to the Troy Downtown Development Authority District specifically to publicly owned property in efforts to improve placemaking, beautification, enhanced mobility and connectivity, and the associated components.

The concluded conceptual design and theme provided by OHM Advisors was presented to the Troy Downtown Development Authority Board for discussion on September 26, 2022. The discussion provided consensus to move forward with the official adoption of the conceptual design at the October 19, 2022, regularly scheduled meeting.

On October 19, 2022, the Troy Downtown Development Authority approved a contract with OHM Advisors to complete preliminary design and engineering, final design and engineering, and bidding assistance.

On January 17, 2024, The Troy Downtown Development Authority approved a contract award for the I-75/Big Beaver landscape improvements to Warren Contractors & Development, Inc., of Shelby Township, MI, for an amount not to exceed \$3,467,058.02 with an additional contingency amount of \$150,000 but not to exceed budgetary limitations. The board also approved a contract with *OHM Advisors, of Livonia, MI*, for Construction Administration, Construction Observation, Construction Layout, and Field Testing for an estimated total cost of \$375,500 but not to exceed budgetary limitations. At the April 16, 2025, regularly scheduled DDA meeting the board approved an additional \$55,000 to OHM's existing agreement to fulfill their responsibilities for Construction Administration until project completion. This was a result of unexpected permitting issues through MDOT and the FHWA. Additionally, there was significant staff time used to determine solutions for the contaminated groundwater under the viaduct.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

The January 17, 2024, construction contract approval included a reduced scope of work that eliminated the improvements to the upper embankments through a value engineering process. Funds have now become available to add these improvements back into the original project.

Since Warren Contractors & Development, Inc. and OHM are most familiar with the project and can seamlessly continue with the items that were originally valued engineered out of the project it would be in the City of Troy's best interest to waive the bid process and continue with both organizations.

Purchasing

Pricing for the Upper Embankments was included in the original bid and Warren Contractors & Development, Inc. was the low bidder meeting specifications. Unit pricing to add the Upper Embankments back to the project has been evaluated by the City of Troy and OHM Advisors and determined that the pricing appropriately reflects industry increases over the last year from the original bid. Additionally, OHM provided an opinion substantiating that waiving the bid process and awarding to Warren Contractors & Development, Inc.;

1. Work can be amended to the existing MDOT permit, avoiding potentially lengthy re-permitting.
2. Warren has been working at the location this past year and has a good relationship with MDOT and RCOC, accommodating requests to adjust lane closures as needed.
3. Re-bidding this work now would delay the start of work until late 2025 or 2026 which may result in higher pricing, as now is not the optimal time to bid work.
4. Warren has committed to starting the work in August 2025, to have a majority of the work completed in the 2025 calendar year, with final completion by May 2026.

Warren Contractors & Development, Inc., is proposing a total cost of \$1,799,720.33 as detailed in the attached proposal.

The current contract for engineering and design services with OHM Advisors was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a fee for Construction Administration, Construction Observation, Layout/Staking, and Materials Testing for a total cost of \$225,000 as detailed in the attached proposal.

Financial

The approved 2026 budget for the Troy Downtown Development Authority includes \$3 million for corridor improvements and will be charged to the DDA's account #248.728.974.130- Land Improvements Various under Project Number 2026DDA001.

Recommendation

City Administration recommends approving a contract award for the I-75/Big Beaver landscape improvements Upper Embankments to *Warren Contractors & Development, Inc., of Shelby Township, MI*, for an amount not to exceed \$1,799,720.33 but not to exceed budgetary limitations. City Administration also recommends approving a contract with *OHM Advisors, of Livonia, MI*, for Construction Administration, Construction Observation, Construction Layout, and Field Testing for an estimated total cost of \$225,000 but not to exceed budgetary limitations. City administration also requests authority to expense an additional \$300,000 as a contingency for the project.

May 27, 2025

Mr. Kurt Bovensiep
City of Troy
Public Works Director
4693 Rochester Road
Troy, MI 48085

RE: Big Beaver / DDI Upper Embankment Improvements
Pricing from Warren Contracting

Dear Mr. Bovensiep:

The landscape improvements proposed for the I-75 and Big Beaver interchange were originally put to bid in the Spring of 2024. Pricing from the first round of bidding was not favorable, so the City bid the project again in the Fall of 2024 and included alternates in the bidding process to provide some value engineering options. After the second round of bids, the City awarded a contract to Warren Contractors and Development Co. from Shelby Township, MI. To fit the budget in 2024, this contract did not include the alternate identified as the "Upper Embankment" work, which creates landscape areas along the northbound and southbound exit ramps as they approach Big Beaver.

The City and DDA have now identified funding available in 2025 and desire to proceed with this work. With Warren Contracting still on site completing the first contract and previously bidding on this work, the City requested OHM work to negotiate 2025 pricing with Warren Contracting.

Attached, you will find a cost proposal in the amount of \$1,799,720.33 from Warren Contracting. We have reviewed the pricing and would recommend the City consider awarding this work to Warren Contracting. We believe this is in the City's best interest for the following reasons:

1. Work can be amended to the existing MDOT permit, avoiding potentially lengthy re-permitting.
2. Warren has been working at the location this past year and has a good relationship with MDOT and RCOC, accommodating requests to adjust lane closures as needed.
3. Re-bidding this work now would delay the start of work until late 2025 or 2026 which may result in higher pricing, as now is not the optimal time to bid work.
4. Warren has committed to starting the work in August 2025, to have a majority of the work completed in the 2025 calendar year, with final completion by May 2026.

We have include a copy of Warren's pricing and schedule. If you have any additional questions or concerns, please contact us.

Sincerely,
OHM Advisors



Rhett Gronevelt, PE
Principal

Cc: Alex Parent, PE Project Manager, OHM Advisors

Line	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1.00	LS	\$ 89,000.00	\$ 89,000.00
2	Bonding	1.00	LS	\$ 20,000.00	\$ 20,000.00
3	Traffic Control/Minor Traffic Devices	1.00	LS	\$ 30,000.00	\$ 30,000.00
Subtotal:					\$ 139,000.00
<u>ALTERNATE #1 UPPER EMBANKMENT LANDSCAPING</u>					
4	Temporary Tree Protection	1,500.00	FT	\$ 5.50	\$ 8,250.00
5	Tree, Rem, 2 inch and smaller	111.00	EA	\$ 60.00	\$ 6,660.00
6	Earthwork Landscaping Areas (Strip 12")	4,770.00	SYD	\$ 20.00	\$ 95,400.00
7	Earthwork Restoration Areas (Strip 4")	9,260.00	SYD	\$ 5.00	\$ 46,300.00
8	Topsoil Surface, Furnish, 4" Depth	1,060.00	CYD	\$ 47.50	\$ 50,350.00
9	Seeding, Type 1	9,260.00	SYD	\$ 3.80	\$ 35,188.00
10	Planting Mix, 12" Depth	1,590.00	CYD	\$ 71.50	\$ 113,685.00
11	Double Shredded Hardwood Mulch, 4" Depth	4,770.00	SYD	\$ 5.35	\$ 25,519.50
12	Mulch Anchoring	9,260.00	SYD	\$ 0.60	\$ 5,556.00
13	Mulch Blanket	9,260.00	SYD	\$ 1.50	\$ 13,890.00
14	Juniper Hetzi 8' to 10' ht. (*2)	42.00	EA	\$ 560.00	\$ 23,520.00
15	Added Picea abies, 10' ht.	51.00	EA	\$ 670.00	\$ 34,170.00
16	Added Picea glauca var. densata, 10' ht.	22.00	EA	\$ 670.00	\$ 14,740.00
17	Added Pinus strobus, 10' ht.	41.00	EA	\$ 670.00	\$ 27,470.00
18	Added Cornus alba 'Ivory Halo', #2 cont.	354.00	EA	\$ 33.00	\$ 11,682.00
19	Added Physocarpus opulifolius 'Center Glow', #1 cont.	165.00	EA	\$ 22.00	\$ 3,630.00
20	Added Pennisetum alopecuroides 'Hameln', #1 cont.	353.00	EA	\$ 22.00	\$ 7,766.00
21	Added Allium 'Summer Beauty', #1 cont.	917.00	EA	\$ 22.00	\$ 20,174.00
22	Added Echinacea purpurea 'Sombrero Lemon Yellow, #1 cont.	780.00	EA	\$ 22.00	\$ 17,160.00
23	Added Narcissus sp., Bulbs	1,934.00	EA	\$ 3.50	\$ 6,769.00
24	Added Automatic Underground Irrigation System (*3)	1.00	LS	\$ 80,300.00	\$ 80,300.00
25	Added Landscape Maintenance and Warranty	1.00	LS	\$ 55,000.00	\$ 55,000.00
Subtotal:					\$ 703,179.50

Line	Description	Quantity	Unit	Unit Price	Amount
<u>ALTERNATE #2 - UPPER EMBANKMENT STONE FEATURE</u>					
26	Earthwork NW West Embankment (*1)	1.00	LS	\$ 83,000.00	\$ 83,000.00
27	Earthwork NW East Embankment	1.00	LS	\$ 73,000.00	\$ 73,000.00
28	Earthwork SE West Embankment	1.00	LS	\$ 70,000.00	\$ 70,000.00
29	Earthwork SE East Embankment	1.00	LS	\$ 83,000.00	\$ 83,000.00
30	Stone Embankment, Type 2	9,870.00	SFF	\$ 36.00	\$ 355,320.00
31	Added Concrete Header, Type 3	1,095.00	LF	\$ 190.00	\$ 208,050.00
32	Underdrain Outlet, 4 inch	-	LF	\$ 39.00	\$ -
33	Underdrain, Outlet Ending, 4 inch	-	EA	\$ 120.00	\$ -
Subtotal:					\$ 872,370.00
<u>ALTERNATE #3 - UPPER EMBANKMENT ELECTRICAL</u>					
34	Conduit, Directional Bore, 4 inch	0.01	LF	\$ 83.00	\$ 0.83
35	Conduit, Schedule 40, 1 1/2 inch	1,460.00	FT	\$ 13.50	\$ 19,710.00
36	DB Cable, in Conduit, 600V, 1/C#4	1,975.00	FT	\$ 4.00	\$ 7,900.00
37	DB Cable, in Conduit, 600V, 1/C#6	2,560.00	FT	\$ 4.00	\$ 10,240.00
38	Cable, Equipment Grounding Wire, 1/C#4	1,975.00	FT	\$ 4.00	\$ 7,900.00
39	Cable, Equipment Grounding Wire, 1/C#6	840.00	FT	\$ 3.00	\$ 2,520.00
40	Hh, Polymer Conc	3.00	EA	\$ 2,500.00	\$ 7,500.00
41	Receptacle w/ foundation	14.00	EA	\$ 2,100.00	\$ 29,400.00
Subtotal:					\$ 85,170.83

COST TOTAL: \$ 1,799,720.33

- (*1) Item #26 assumes layout can be changed and there are no major earthwork cuts or haul offs (<500 cyd)
 (*2) Item #14 are Juniper Hetzi 8-10' tall
 (*3) Irrigation Price based on attached VE Design

By: Nick Cerullo
Date: 5/27/2025

1

PHASE 2 UPPER EMBANKMENTS SCHEDULE
CITY OF TROY I-75/Big Beaver Landscape Improvments

By: Nick Cerullo
Date: 5/27/2025

WBS	Task Description	Start Date	End Date	Work Days	Calendar Days	6-Oct					13-Oct					20-Oct					27-Oct					3-Nov					10-Nov					17-Nov					24-Nov					1-Dec				
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S			
	EAST SIDE - SOUTH EMBANKMENT AREAS																																																	
1.0	Earthwork	8/4/25	8/29/25	20	26																																													
2.0	Underground Electrical and Irrigation Main	8/18/25	8/29/25	10	12																																													
3.0	Concrete Header	8/25/25	10/3/25	30	40																																													
4.0	Stone Pavers	9/26/25	10/23/25	20	28																																													
5.0	Irrigation/Restoration/Landscape	10/16/25	11/12/25	20	28																																													
6.0	WEST SIDE - NORTH EMBANKMENT AREAS																																																	
7.0	Earthwork	10/6/25	10/31/25	20	26																																													
8.0	Underground Electrical and Irrigation Main	10/20/25	10/31/25	10	12																																													
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11.0	Seasonal Limitations / Winter Shutdown	1/3/26	4/3/26	66	91																																													
12.0	Irrigation/Restoration/Landscape	4/6/26	5/1/26	20	26																																													
13.0	Project Cleanup / Punchlist	5/4/26	5/8/26	5	5																																													
14.0																																																		
				160																																														

WBS	Task Description	Start Date	End Date	Work Days	Calendar Days	8-Dec					15-Dec					22-Dec					29-Dec					5-Jan					12-Jan					19-Jan					26-Jan					2-Feb						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
	EAST SIDE - SOUTH EMBANKMENT AREAS																																																			
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14.0																																																				
				160																																																

WBS	Task Description	Start Date	End Date	Work Days	Calendar Days	9-Feb					16-Feb					23-Feb					2-Mar					9-Mar					16-Mar					23-Mar					30-Mar					6-Apr						
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
	EAST SIDE - SOUTH EMBANKMENT AREAS																																																			
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PHASE 2 UPPER EMBANKMENTS SCHEDULE
CITY OF TROY I-75/Big Beaver Landscape Improvments

By: Nick Cerullo
Date: 5/27/2025

WBS	Task Description	Start Date	End Date	Work Days	Calendar Days	13-Apr					20-Apr					27-Apr					4-May				
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	<u>EAST SIDE - SOUTH EMBANKMENT AREAS</u>																								
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13.0	Project Cleanup / Punchlist	5/4/26	5/8/26	5	5																				
14.0																									
				160																					

May 27, 2025

Mr. Kurt Bovensiep
City of Troy
Public Works Director
4693 Rochester Rd.
Troy, MI 48085

RE: Proposal for Construction Phase Services
Big Beaver / DDI Upper Embankment Improvements

Dear Mr. Bovensiep:

Starting back in 2022, OHM Advisors worked closely with a Steering Committee to develop landscape improvement concepts for the 3.5 mile stretch of Big Beaver Road. After receiving bids for Phase 1 of the improvements, the “Upper Embankment” portions of the DDI improvements listed as an Alternate were not included for 2024 construction. With the initial contract nearing completion the City/DDA identified 2025 funding and is considering contracting with Warren Excavating for the Upper Embankment. OHM has worked with the contractor to negotiate price and final scope of work. We understand the City of Troy will consider this price and if awarded, desires to have OHM Advisors assist with the construction oversight of this Upper Embankment work. This letter presents our proposed scope of services for contract administration, construction field services, and testing.

SCOPE OF SERVICES

Task 1: Contract Administration

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of the project from contractor initiation to completion of final punch list items and project closeout.

- Organize and schedule abbreviated Pre-Construction meeting with contractor, sub-contractor(s) and Owner representative(s) and other project stakeholders to coordinate project delivery, schedules, and meetings.
- Confirm Shop Drawings, Product Data and Samples align with the continued intent of the project.
- Review and monitor Contractor’s construction schedule.
- Provide responses to field questions and Request for Information (RFIs).
- Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner’s representative to review project, coordinate open issues and construction schedule. (estimated 8 progress meetings for project)
- Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- Prepare and process Change Orders for City review and approval.
- Reconcile field estimated quantities between OHM inspectors and Contractor and Certify the contractor’s Application for Payment, monthly.
- Prepare and perform a final punch list walk through with the Contractor and an Owner representative(s).
- Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- Confirm the completion of the final punch list.



Task 2: Construction Observation Services

This task includes on-site construction observation by an OHM Construction Technician and design team technical leaders performed during the construction phase of the project.

- ▶ OHM construction technician to generally provide full-time observation during excavation, grading, utility installation, paving, landscape and irrigation installation (based on the Contractor's 4 month working schedule).
- ▶ Design team members to perform regular as needed site visits to evaluate the contractor's progress and review progress of building construction and prepare field observation reports for documentation of conditions and follow up requirements. Design team members to provide part-time observation during installation of plantings, site features, site hardscapes, and specialty lighting installation and adjustments.
- ▶ OHM representative will communicate observed deficiencies to the Contractor and Owner.
- ▶ Prepare daily construction observation reports documenting work completed each day when on site noting field installed conditions and any variance to the design.
- ▶ Earthwork Operations: observe subgrade preparation, including installation and compaction of engineered fill, subbase, and aggregate base material. Observe trench excavation operations, preparation of trench bottom and placement of bedding layers, and placement and compaction of trench backfill. Sample and evaluate fill soils and determine moisture content/compaction, and gradation.
- ▶ Observe concrete placement, perform appropriate field testing (temperature, slump, air content, unit weight and yield), mold compression test cylinders, and observe concrete finishing and curing operations.

Task 3: Construction Layout

This task includes layout of stakes for construction by OHM's surveyors and field technicians to ensure precise and accurate layout of constructed improvements in accordance with the construction documents. OHM Advisors has included staking at the following milestones.

- ▶ Rough grading, including limits of excavation and fill.
- ▶ Hardscape and site features, including concrete header, limits of stone embankment, limits of pavers and location of light fixture foundations.
- ▶ Landscape areas, including limits of landscape beds and seeding areas.

In accordance with the construction documents, the City / OHM Advisors will provide initial staking. Should the Contractor fail to protect stakes, re-staking will be completed as an additional service.

Task 4: Field Testing

This task includes testing services performed during the construction phase of the project.

- ▶ Project engineer to coordinate field testing with contractor while on-site and schedule accordingly to perform the following:
 - Sampling and testing granular and aggregate fill materials.
 - Foundation soil classification and field bearing verification tests.
 - Density testing during reinforced zone material placement and compaction.



COMPENSATION & SCHEDULE

OHM Advisors will perform the outlined services above based on hourly basis not to exceed, in accordance with our current contract with the City. The following are the estimated costs for the project:

TASK	FEE
Task 1: Contract Administration Services	\$46,500
Task 2: Construction Observation Services	\$132,000
Task 3: Construction Layout	\$22,500
Task 4: Field Testing	\$24,000
TOTAL	\$225,000

ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- OHM Advisors point of contact for this project is Kurt Bovensiep.

ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

(Signature)

Rhett Gronevelt
(Name)

Principal
(Title)

May 27, 2025
(Date)

City of Troy
OWNER

(Signature)

(Name)

(Title)

(Date)

Cc: Alex Parent, Project Manager, OHM Advisors



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM



Date: June 3, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
G. Scott Finlay, City Engineer
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications-
Firefighters Park Sprague Drain Habitat Improvement and Budget Amendment
(Introduced by Kurt Bovensiep, Public Works Director)

History

In late 2022, the US Environmental Protection Agency (EPA) awarded the City of Troy a \$100,000 Great Lakes Restoration Initiative (GLRI) grant under Grant Number# 00E03266 for preliminary engineering services to design the Sprague Drain Habitat Improvement project. The City contracted Hubbell, Roth, and Clark, Inc (HRC) to provide engineering services for the project. The project aimed to create habitat features that would improve fish and wildlife habitat in the Rouge River and addressed three Beneficial Use Impairments (BUIs). In October 2023, the City received approval for \$901,700 under Grant Number# 00E03520 in funding to construct the project.

Despite the challenges that the City of Troy faced in the design process, such as EGLE permitting—which took over six months—the City advertised this project for bids on May 20, 2024. The City received four bids, with the lowest bid amounting to \$2,060,800, which exceeded the implementation grant allocated for the construction of this project. Three factors created this cost increase:

1. Added features to make the overall project better.
2. The City's ability to deliver more outcomes with some additional work.
3. General construction cost increases experienced in the area.

The original scope of the grant agreement was restoring 1,500 linear feet of the stream through the creation of a bankfull bench, restoring 4 acres of riparian habitat, and performing 5 acres of invasive species control. Since the design grant submittal, the scope of the project had been adjusted slightly and resulted in better project outcomes. For example, the length of stream restoration increased by 100 ft and the invasive species control area increased from 5 to 8.5 acres. A more detailed site investigation revealed additional invasive species areas within the park that required treatment. It was considered feasible and practical to address all invasive species control measures simultaneously. The untreated invasive species area could potentially have impacted the treated areas if it had not been addressed comprehensively.



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CITY COUNCIL AGENDA ITEM

By conducting a more detailed analysis during the initial design phase and completing the geomorphology study, it was determined that improving floodplain connectivity and creating a bankfull bench in the existing channel was limited and required removing a significant number of trees. To preserve the trees and enhance stream functionality, while still incorporating park amenities, the most viable alternative identified was to relocate the stream. Additionally, the adjacent grass detention basin was converted into a wetland habitat to enhance water quality and natural habitat by 1.25 acres. Overall, the proposed design not only achieved the promised outcomes of the grant but also enhanced overall stream functionality.

The table below compares the project outcomes required by the grant agreement with the proposed outcomes in this project:

Project Outcomes		Required by Grant Agreement	Proposed
Stream Restoration	ft	1500	1600
Riparian Habitat Restoration	acre	4	4.2
Invasive Species Control	acre	5	8.5
Creating riparian wetland habitat	acre	0	1.25

Because of the benefits that this project offered to the drainage district, the City actively explored various approaches to make the project happen. This included seeking additional financial support and considering adjustments to the scope of work while ensuring the project still met grant requirements.

Since the project would provide flood mitigation benefits, the City Administration is proposing to allocate an additional \$240,000 for its construction. Furthermore, the City revised the project scope relating to restoring park amenities impacted by this project to lower the construction cost. For instance, the proposed ADA-compliant pedestrian bridge was removed from the project (saving \$500,000), and the amount of earthwork was reduced (saving \$90,000), while still achieving the outcomes promised in the previous design and grant applications.

With the adjusted scope and the proposed additional \$240,000 for the project, it still required an additional \$753,000 to achieve the higher project outcomes discussed above. The City of Troy requested an amendment for \$753,000 to make the project happen. In consideration of wildlife conservation and avoiding impacts on bats, the necessary tree removal has already been completed.

Purchasing

- On June 12, 2024, a bid opening was conducted as required by City Charter/Code for the Firefighters Park Sprague Drain Habitat Improvement.
- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com//city-of-troy-mi.
- Eight hundred and fifty-four (854) vendors were notified via the Bidnet Direct/MITN website.
- Four (4) bid responses were received. Below is a detailed summary of potential vendors for this bid opportunity:



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CITY COUNCIL AGENDA ITEM

Companies notified via MITN	854	<p>MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.</p> <p>Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.</p> <p>Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.</p> <p>Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.</p>
Troy Companies notified via MITN	14	
Troy Companies notified Active email Notification	14	
Troy Companies - Active Free	0	
Companies that viewed the bid	140	
Troy Companies that viewed the bid	0	

After reviewing the bid proposals, *V.I.L. Construction, Inc of Sterling Heights, MI* was the low bidder meeting specifications. The unit quantities were adjusted for all bidders to reflect the items that were valued engineered from the project and V.I.L. construction remained the low bidder meeting specifications. Although it has been over a year from the bid opening V.I.L Construction has agreed to honor all its pricing as detailed in the attached bid summary.

The current contract for engineering and design services with Hubbell, Roth, and Clark, Inc (HRC) was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, HRC proposes a fee for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services for a total cost of \$163,846.00 as detailed in the attached proposal.

Financial

Since some of the work was accomplished with the original \$901,000 grant amount, the available Capital Funding is currently \$637,755. The construction cost and engineering services cost total \$1,540,371 plus a \$101,223 for contingencies. This will require a budget amendment to the Drain Capital Fund of \$1,003,839 and associated project number 2024CG0003. This increase will be offset by \$753,000 due to the supplemental grant funding that has been awarded.

Remaining Original Grant Funding	\$637,755.00
Supplemental Funding	\$753,000.00
City Contribution	\$250,839.00
Grants and City Contribution Total	\$1,641,594.00
HRC Expense	(\$163,846.00)
VIL Expense	(\$1,376,525.00)
VIL Contingency	(\$101,223.00)
Total Construction Expense	(\$1,641,594.00)



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CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract for the Firefighters Park Sprague Drain Habitat Improvement to low bidder meeting specifications, *V.I.L. Construction, Inc of Sterling Heights, MI* at unit prices contained in the bid tabulation with the Value Engineered quantities opened June 12, 2024, for an estimated total cost of \$1,376,525.00; not to exceed budgetary limitations.

City Management also recommends awarding a contract for Construction Administration, Layout/Staking, Materials Testing, Observation, and Close Out Services to Hubbell, Roth, and Clark, Inc (HRC) at unit prices contained in the attached proposal for an estimated total cost of \$163,846.00; not to exceed budgetary limitations.

City Management also recommends approving a contingency amount of \$101,223.00 for the total project.

City Management further recommends a Budget Amendment to the Drains Capital Fund for \$1,003,839.00.

Opening Date: 06/12/2024
Reviewed Date: 06/12/2024

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Vendor Name:	V.I.L. Construction, Inc	All Star Power Excavation LLC	Anglin Civil, LLC	Major Contracting Group Inc
City:	Sterling Heights, MI	Grosse Pointe Woods, MI	Livonia, MI	Detroit, MI
Check #:	2017790262	3911000667	9156336736	9181129571
Check Amount:	\$10,000	\$10,000	\$10,000	\$10,000

PROPOSAL: TO COMPLETE THE CITY OF TROY FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	1027051	Color Audio-Video Route Survey	1	0	Lsum	\$2,500.00	\$0.00	\$3,000.00	\$0.00	\$10,566.25	\$0.00	\$3,500.00	\$0.00
2	1100051	Mobilization (Max 5%)	1	1	Lsum	\$102,500.00	\$102,500.00	\$128,000.00	\$128,000.00	\$137,000.00	\$137,000.00	\$174,000.00	\$174,000.00
3	2020050	Tree, Rem, 6 inch to 18 inch (As Needed)	2	0	Ea	\$400.00	\$0.00	\$400.00	\$0.00	\$537.56	\$0.00	\$700.00	\$0.00
4	2027050	Tree, Rem, 6 inch to 18 inch, Modified	58	58	Ea	\$400.00	\$23,200.00	\$150.00	\$8,700.00	\$537.56	\$31,178.48	\$800.00	\$46,400.00
5	2020050	Tree, Rem, 19 inch to 36 inch (As Needed)	2	0	Ea	\$750.00	\$0.00	\$2,800.00	\$0.00	\$895.94	\$0.00	\$4,000.00	\$0.00
6	2027050	Tree, Rem, 19 inch to 36 inch, Modified	14	14	Ea	\$750.00	\$10,500.00	\$180.00	\$2,520.00	\$895.94	\$12,543.16	\$5,600.00	\$78,400.00
7	2020050	Tree, Rem, 37 inch or Larger (As Needed)	2	0	Ea	\$1,200.00	\$0.00	\$4,000.00	\$0.00	\$2,687.82	\$0.00	\$6,000.00	\$0.00
8	2027050	Tree, Rem, 37 inch or Larger, Modified	1	1	Ea	\$1,200.00	\$1,200.00	\$300.00	\$300.00	\$2,687.82	\$2,687.82	\$8,000.00	\$8,000.00
9	2037050	Culv, Rem, 24 inch to 48 inch (As Needed)	2	2	Ea	\$150.00	\$300.00	\$800.00	\$1,600.00	\$2,252.50	\$4,505.00	\$2,500.00	\$5,000.00
10	2037001	Sewer, Rem, Less than 24 inch (As Needed)	8	0	Ft	\$20.00	\$0.00	\$50.00	\$0.00	\$360.79	\$0.00	\$200.00	\$0.00
11	2037050	Sewer, End, Rem, Less than 24 inch (As Needed)	1	1	Ea	\$100.00	\$100.00	\$500.00	\$500.00	\$2,311.00	\$2,311.00	\$450.00	\$450.00
12	2047051	Disc Golf Amenities, Remove and Reinstall	1	1	Lsum	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$15,160.67	\$15,160.67	\$61,000.00	\$61,000.00
13	2040060	Structures, Rem	1	0	Lsum	\$25,000.00	\$0.00	\$85,000.00	\$0.00	\$54,154.48	\$0.00	\$100,000.00	\$0.00
14	2057002	Earthwork (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Ex Drain	9.7	9.70	Sta	\$17,500.00	\$169,750.00	\$9,000.00	\$87,300.00	\$25,714.08	\$249,426.58	\$12,500.00	\$121,250.00
15	2057002	Excavation (Incl. cutting, filling, grading, balancing, hauling, compacting, and disposal), Pr Drain	11.33	11.33	Sta	\$23,500.00	\$266,255.00	\$30,000.00	\$339,900.00	\$40,976.00	\$464,258.08	\$28,000.00	\$317,240.00
16	2057012	Earthwork (Incl. cutting, filling, grading, balancing, hauling, and disposal), Wetland Habitat	1.38	1.38	Ac	\$150,000.00	\$207,000.00	\$130,000.00	\$179,400.00	\$73,229.67	\$101,056.94	\$180,000.00	\$248,400.00
17	2057002	Backfill, Ex Drain	7.83	7.83	Sta	\$2,500.00	\$19,575.00	\$1,000.00	\$7,830.00	\$2,097.77	\$16,425.54	\$12,000.00	\$93,960.00
18	2057021	Embankment, Clay Plug	135	135	Cyd	\$30.00	\$4,050.00	\$50.00	\$6,750.00	\$154.82	\$20,900.70	\$480.00	\$64,800.00
19	2060010	Excavation, Fdn	130	0	Cyd	\$50.00	\$0.00	\$100.00	\$0.00	\$283.50	\$0.00	\$100.00	\$0.00
20	2060002	Backfill, Structure, CIP	175	0	Cyd	\$50.00	\$0.00	\$116.00	\$0.00	\$88.80	\$0.00	\$150.00	\$0.00
21	2087050	Erosion Control, Sediment Trap with Check Dam	1	1	Ea	\$1,250.00	\$1,250.00	\$500.00	\$500.00	\$15,781.12	\$15,781.12	\$2,000.00	\$2,000.00
22	2080001	Erosion Control, Silt Fence	600	600	Ft	\$3.00	\$1,800.00	\$3.00	\$1,800.00	\$3.52	\$2,112.00	\$10.00	\$6,000.00
23	2080050	Erosion Control, Inlet Protection, Fabric Drop	6	6	Ea	\$150.00	\$900.00	\$150.00	\$900.00	\$174.15	\$1,044.90	\$400.00	\$2,400.00
24	2080050	Erosion Control, Gravel Access Approach	2	2	Ea	\$1,500.00	\$3,000.00	\$9,500.00	\$19,000.00	\$3,967.64	\$7,935.28	\$7,500.00	\$15,000.00
25	3020011	Aggregate Base, 9 inch	140	0	Syd	\$40.00	\$0.00	\$40.00	\$0.00	\$50.39	\$0.00	\$52.00	\$0.00
26	4010001	Culv, CI A, CMP, 24 inch	10	10	Ft	\$150.00	\$1,500.00	\$85.00	\$850.00	\$330.79	\$3,307.90	\$500.00	\$5,000.00
27	4010001	Culv, CI A, CMP, 30 inch	20	20	Ft	\$225.00	\$4,500.00	\$100.00	\$2,000.00	\$211.90	\$4,238.00	\$600.00	\$12,000.00
28	4017051	Flow Control	1	0.7	Lsum	\$250,000.00	\$175,000.00	\$125,000.00	\$87,500.00	\$58,500.00	\$40,950.00	\$322,000.00	\$225,400.00
29	4027001	Sewer, CI E, 12 inch, Tr Det A (As Needed)	8	8	Ft	\$150.00	\$1,200.00	\$80.00	\$640.00	\$193.05	\$1,544.40	\$300.00	\$2,400.00
30	4027050	Sewer End Sect, RCP, 12 inch (As Needed)	1	1	Ea	\$750.00	\$750.00	\$975.00	\$975.00	\$1,755.00	\$1,755.00	\$2,500.00	\$2,500.00
31	4047001	Underdrain, Fdn, 6 inch, Modified	42	0	Ft	\$70.00	\$0.00	\$10.00	\$0.00	\$198.01	\$0.00	\$100.00	\$0.00
32	4067001	Culv, Precast Three-Sided, 19.5 foot by 7.5 foot, Modified	16	0	Ft	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$10,253.85	\$0.00	\$20,000.00	\$0.00
33	7047010	Steel Sheet Piling, Permanent, Modified	2675	0	Sft	\$25.00	\$0.00	\$50.00	\$0.00	\$44.06	\$0.00	\$50.00	\$0.00

BID TABULATION
CITY OF TROY
FIREFIGHTERS PARK SPRAGUE DRAIN HABITAT IMPROVEMENT

ITB-COT 24-11
Pg. 2 of 2

Vendor Name:

V.I.L.

All Star Power
Excavation LLC

Anglin Civil, LLC

Major Contracting
Group Inc

CONTINUED													
Line	Pay Item	Product Name	Bid Quantity	Value Engineered Quantity	Units	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
34	7060100	Conc, Grade 3500, Subfooting	5	0	Cyd	\$2,200.00	\$0.00	\$1,000.00	\$0.00	\$2,300.50	\$0.00	\$1,250.00	\$0.00
35	7060100	Substructure Conc, Modified	42	0	Cyd	\$2,150.00	\$0.00	\$3,000.00	\$0.00	\$2,300.50	\$0.00	\$3,500.00	\$0.00
36	7117001	Railing	97	0	Ft	\$350.00	\$0.00	\$350.00	\$0.00	\$347.22	\$0.00	\$400.00	\$0.00
37	8087001	Fence, Protective (As Needed)	100	100	Ft	\$10.00	\$1,000.00	\$5.00	\$500.00	\$11.73	\$1,173.00	\$52.00	\$5,200.00
38	8107050	Project Sign	1	1	Ea	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$4,095.00	\$4,095.00	\$2,000.00	\$2,000.00
39	8130011	Riprap, Plain	420	320	Syd	\$110.00	\$35,200.00	\$230.00	\$73,600.00	\$242.25	\$77,520.00	\$226.00	\$72,320.00
40	8157050	Native Plug Plantings	3,318	3,318	Ea	\$15.00	\$49,770.00	\$6.00	\$19,908.00	\$7.01	\$23,259.18	\$6.50	\$21,567.00
41	8167012	Restoration, Bankfull Bench (As Directed)	0.30	0.30	Ac	\$15,000.00	\$4,500.00	\$43,210.00	\$12,963.00	\$42,805.35	\$12,841.61	\$50,000.00	\$15,000.00
42	8167012	Restoration, Streambank (As Directed)	3.87	3.87	Ac	\$9,500.00	\$36,765.00	\$33,450.00	\$129,451.50	\$33,420.38	\$129,336.87	\$38,000.00	\$147,060.00
43	8167012	Restoration, Native Upland Woodland Mix (As Directed)	3.24	3.24	Ac	\$5,000.00	\$16,200.00	\$70,000.00	\$226,800.00	\$21,398.93	\$69,332.53	\$22,000.00	\$71,280.00
44	8167012	Restoration, Wetland Habitat (As Directed)	1.25	1.25	Ac	\$15,000.00	\$18,750.00	\$24,325.00	\$30,406.25	\$23,989.45	\$29,986.81	\$26,000.00	\$32,500.00
45	8167012	Restoration, Maintained Lawn Areas (As Directed)	0.90	0.90	Ac	\$5,500.00	\$4,950.00	\$10,000.00	\$9,000.00	\$12,350.00	\$11,115.00	\$18,000.00	\$16,200.00
46	8507001	Bank Stabilization, Toe Wood	553	553	Ft	\$95.00	\$52,535.00	\$125.00	\$69,125.00	\$182.18	\$100,745.54	\$150.00	\$82,950.00
47	8507050	Instream Structure, Cross Vane	2	2	Ea	\$15,000.00	\$30,000.00	\$11,000.00	\$22,000.00	\$15,258.85	\$30,517.70	\$34,000.00	\$68,000.00
48	8507001	Instream Structure, Riffle	273	273	Ft	\$175.00	\$47,775.00	\$500.00	\$136,500.00	\$327.71	\$89,464.83	\$1,100.00	\$300,300.00
49	8507012	Invasive Species Control	1	1	Lsum	\$80,750.00	\$80,750.00	\$271,300.00	\$271,300.00	\$291,657.60	\$291,657.60	\$300,000.00	\$300,000.00
50	8507042	Inspection Crew Day	75	0	Wday	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00	\$800.00	\$0.00
TOTAL BID AMOUNT						\$1,376,525.00		\$1,884,218.75		\$2,007,168.24		\$2,625,977.00	

Attended Mandatory Pre-Bid Meeting: Y or N

Y

Y

Y

Y

Signed Information Sheet: Y or N

Y

Y

Y

Y

Insurance: Y or N

Y

Y

Y

Y

Acknowledgement: Y or N

Y

Y

Y

Y

Signed Addendum: Y or N

Y

Y

Y

Y

Forms: Y or N

4 of 5

Y

Y

Y

Low Bid Meeting Specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Andrew Chambliss

Nellie Bert

Dennis Trantham

Dina Gates

Fatemeh Babakhani

Emily Frontera

Purchasing Manager



January 16, 2025

City of Troy
Public Works Office
4693 Rochester Rd.
Troy, Michigan, 48085

Attn: Mr. Kurt Bovensiep, Director of Public Works

Re: Firefighters Park, Sprague Drain Habitat Improvement
Proposal for Construction Services

HRC Job No. 20220482

Dear Mr. Bovensiep:

Per your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this revised proposal to assist the City of Troy (City) in the construction of the Sprague Drain Habitat Improvement Grant project.

PROJECT DESCRIPTION

In late 2022, the US Environmental Protection Agency (EPA) awarded the City a \$100,000 Great Lakes Restoration Initiative (GLRI) grant under Grant Number# 00E03266 for preliminary engineering services to design the Sprague Drain Habitat Improvement project. In October 2023, the City received approval for \$901,700 under Grant Number# 00E03520 in funding to construct the project. The City advertised this project for the bids on May 20, 2024. The City received four bids, with the lowest bid amounting to \$2,060,800, which exceeds the implementation grant allocated for the construction of this project. The lowest bidder is V.I.L. Construction, Inc.

The City requested additional Great Lakes National Program Office (GLNPO) funding in July 2024 to cover the additional costs the exceed the original award amount of \$901,700. GLNPO approved the request of \$753,000 on December 3, 2024, notifying the City on December 23, 2024. The current scope of construction work is \$1,376,525.

The scope of the proposed construction services is based on the revised Grant Agreement, which includes construction administration, construction staking, material testing, full-time observation, as-built drawings, and project close out. The following breakdown of additional tasks and associated efforts are described below.

SCOPE OF SERVICES

Award the Contract (18 hours)

- ≡ Review insurance and bonds documents
- ≡ Prepare the Bid Tab and Award the contract

Construction Administration (542 hours)

- ≡ Attendance at pre-construction meeting
- ≡ Review of contractor shop drawings and submittals
- ≡ RFI's and change order documentation
- ≡ Attendance at project progress meetings
- ≡ Pay application review and approval

Construction Layout/Staking (92 hours)

HRC will prepare the construction layout and stake all proposed features, including in-stream structures and streambank stabilization, and provide cut sheets.

- ≡ This task includes a one-time layout of the proposed design. If construction stakes are lost, any additional staking will incur extra charges.

Materials Testing (22 hours)

HRC staff will be on site as needed for the following:

- ≡ Concrete and Compaction testing (if needed)

Full Time Observation (660 hours)

HRC will provide full-time observation. The construction observation time is calculated based on the number of hours included in VIL's bid, plus an additional 10%.

- ≡ VIL included 75 days for the observation crew day.

As Built Drawings and Project Close Out (84 hours)

- ≡ Redline construction drawings noting changes made during construction.
- ≡ Produce any exhibits or documents for grant closure.

Items not included:

- ≡ Re-staking of items staked. Additional staking will be on a time and materials basis.
- ≡ This proposal includes 660 hr for observation. Additional observation services will be on a time and materials basis.
- ≡ Stream restoration monitoring is not included. A separate proposal will be provided that covers engineering services for monitoring. According to EGLE permit, a minimum of five years of stream monitoring following the project completion is required. Three monitoring events shall take place:
 - Directly after construction (as-built condition),
 - In year 3,
 - In year 5.

ESTIMATED COSTS

Based on the above tasks, current estimate of costs, and our estimate of effort needed to complete this assignment, we are proposing a budget of **\$163,846.00**. Additional services and hours in excess of the above will be billed on a time and material basis. HRC will not exceed the stated initial budget without prior approval.

Thank you for the opportunity to submit this proposal. We look forward to working with the City on this project. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



James F. Burton, P.E.
Vice President

Attachment

pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-06

COUNCIL AGENDA ITEM

Date: June 6, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Dylan Clark, Senior Management Analyst

Subject: 2025 City Council Meeting Schedule
(Presented by: Frank Nastasi – City Manager)



Background

HBM Architects will present the schematic design and opinion of cost for a new library building at the June 9, 2025 regular City Council meeting. Tuesday, August 12, 2025 is the deadline for ballot language for the November 4, 2025 election. That deadline is nine weeks after the June 9 meeting. Given this time limitation, the City Council may consider scheduling one or more special meetings to continue deliberating toward a decision on ballot language for November 2025.

City Management recommends scheduling at least one special meeting at this juncture, preferably during the month of June. The scheduling poll circulated to City Council indicates the most attended date in June would be the 30th, coinciding with a regularly scheduled meeting of City Council.

Recommendation

The following special meeting date is proposed for consideration of November 2025 Bond Proposal and Library:

Monday, June 30, 2025

This meeting will be held at 6:00 PM in the Council Board Room consistent with the City Council Rules of Procedure.

Associate Pastor Matt Schuler from Faith Apostolic Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, May 19, 2025, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Certificate of Recognition and Congratulations to Athens High School 2025 Women's Powerlifting Team MHSAA Division 1 State Champions (*Presented by: Ethan Baker, Mayor*)

C-2 Legislative Update Presented by Senator Michael Webber

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 The Melting Pot Liquor License Violation (*Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist*)

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Abigail Tyner and Rachel Orlando.

Resolution #2025-05-068
Moved by Baker
Seconded by Hamilton

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **Babylon Restaurant Group, Inc. (dba: The Melting Pot)**
Address: **888 W. Big Beaver Road, Suite 120, Troy, MI 48084**
License No: **L-000132488/89**
Violation: **SALE TO MINOR (Compliance Test) on August 28, 2024; and,**

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all serving employees successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7
No: None

MOTION CARRIED

E-2 Polish Market Liquor License Violation Hearing (*Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist*)

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Darius.

Resolution #2025-05-069
Moved by Chamberlain-Creanga
Seconded by Chanda

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **Polish Market II (dba: Polish Market)**
Address: **2938 E. Maple Road, Troy, MI 48083**
License No: **L-000271701**

Violation: **SALE TO MINOR (Compliance Test) on April 15, 2024;** and,

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all employees selling alcohol successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7

No: None

MOTION CARRIED

E-3 Sunoco (Maple Gas Mart LLC) Liquor License Violation (*Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist*)

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Mike Berro.

Resolution #2025-05-070

Moved by Gunn

Seconded by Chanda

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **Maple Gas Mart LLC (dba: Sunoco Gas)**

Address: **1490 E. Maple Road, Troy, MI 48083**

License No: **L-000400089**

Violation: **SALE TO MINOR (Compliance Test) on April 15, 2024;** and,

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all employees selling alcohol successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7
No: None

MOTION CARRIED

E-4 BP Gas (John R Petro Mart) Liquor License Violation (*Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist*)

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Joseph Shallal.

Resolution #2025-05-071
Moved by Baker
Seconded by Hamilton

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **John R. Petro Mart, Inc. (dba: BP Gas)**
Address: **1980 E. Maple Road, Troy, MI 48083**
License No: **L-000274041**
Violation: **SALE TO MINOR (Compliance Test) on April 15, 2024;** and,

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to

provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all employees selling alcohol successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7

No: None

MOTION CARRIED

E-5 Seven Eleven Inc. and MCME Investment (5020 John R Road) Liquor License Violation (Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist)

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Krisdon Durrett.

Resolution #2025-05-072

Moved by Hamilton

Seconded by Gunn

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **Seven Eleven and MCME Investment Inc.**

Address: **5020 John R. Road, Troy, MI 48085**

License No: **L-00013474**

Violation: **SALE TO MINOR (Compliance Test) on April 22, 2024, and,**

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all employees selling alcohol successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7
No: None

MOTION CARRIED

E-6 Seven Eleven Inc. and Jandou LLC (2910 John R Road) Liquor License Violation *(Introduced by: Nicole MacMillan, Assistant City Attorney, and Lynn Giorgi, Police Staffing and Standards Specialist)*

The Mayor continued the Public Hearing from April 21, 2025 City Council Meeting. The Mayor closed the Public Hearing after receiving comment from Darrell Kieme.

Resolution #2025-05-073
Moved by Chanda
Seconded by Gunn

WHEREAS, The City of Troy scheduled a hearing, as allowed under State Law and the Chapter 101 of the City of Troy Ordinances, as well as the Liquor License Agreement between the licensee and the City, and properly noticed this hearing; and,

WHEREAS, The purpose of the hearing was to review the following liquor license violation:

Name: **Seven Eleven**
Address: **2910 John R. Road, Troy, MI 48083**
License No: **L-00013474**
Violation: **SALES TO MINOR on May 22, 2024; and,**

WHEREAS, After due notice, the licensee was given the opportunity to contest this cited violation before the Troy City Council on Monday, April 21, 2025 and/or an opportunity to provide additional information concerning the licensee's alcohol service, and adjoining property owners were also provided with an opportunity to provide public comment; and,

WHEREAS, The licensee does not contest the cited liquor license violation or wish to proceed to hearing;

NOW THEREFORE, BE IT RESOLVED, That due to the violation at the licensed establishment, the Troy City Council **REQUIRES** the licensee to provide proof to the Troy Police Department within 90 days that all employees selling alcohol successfully completed a server training program, as defined under State Law (MCL 436.1906).

BE IT FURTHER RESOLVED, That if the licensee does not provide proof within the allocated 90 days, then licensee **SHALL APPEAR** at the next regularly scheduled Troy City Council meeting to explain the reasons for the non-compliance.

BE IT FINALLY RESOLVED, That licensee's non-compliance **MAY SERVE** as a basis for the Troy City Council to take adverse action against the licensee.

Yes: All-7

No: None

MOTION CARRIED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mary Ellen Barden	Spoke about potential noise concerns with K-1a, Proposed Somerset West PUD
-------------------	--

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mayor Baker commented that he does not discuss pending proposals while they are before the Planning Commission. He said City Council is aware of her concerns and will address her questions at the Public Hearing scheduled for June 9, 2025.

Council Member Chamberlain-Creanga asked Mrs. Barden for her contact information so they can have a conversation.

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Zoning Board of Appeals

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2025-05-074

Moved by Gunn

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **CONFIRMS** the appointment of the following person to serve on the Boards and Committees as indicated:

Zoning Board of Appeals

Appointed by Council

7 Regular Members; 2 Alternates

3 Year Term

Nominations to the Zoning Board of Appeals:**Term Expires: 12/31/2025****Tyler Fox****PC Rep. on ZBA**

Term currently held by: Tyler Fox

Yes: All-7

No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – None**a) Mayoral Nominations: None****b) City Council Nominations: None**

I-3 Request for Closed Session

Resolution #2025-05-075

Moved by Baker

Seconded by Chamberlain-Creanga

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e) - Troy v. 4770 Rochester and 2955 E. Long Lake LLC. v. Troy.

Yes: All-7

No: None

MOTION CARRIED

**I-4 Standard Purchasing Resolution 4: Sourcewell Cooperative Contract – Thermoplastic Coating for Pool Floors and Walls at the Troy Community Center
(Introduced by: Brian Goul, Recreation Director)**

Resolution #2025-05-076
Moved by Chamberlain-Creanga
Seconded by Chanda

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to apply thermoplastic coating to the pool walls and floors at the Troy Community Center to *Rain Drop LLC of Ashland, OH*, for an estimated total cost of \$232,333.75 at prices contained in proposal #1943511 as per Sourcewell Cooperative Contract #010521-RDP, not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed contract documents, including insurance certificates and all other specified requirements.

Yes: All-7
No: None

MOTION CARRIED

**I-5 Bid Waiver – Agenda and Meeting Management Software – City Clerk's Office; Recreation Registration Management Software – Recreation Department
(Introduced by: Brian Goul, Recreation Director)**

Resolution #2025-05-077
Moved by Baker
Seconded by Gunn

WHEREAS, It is no longer feasible to continue using software programs that are becoming obsolete and in-house customized programming for the creation of the City Council agenda and recreation management software;

THEREFORE, BE IT RESOLVED, That in the best of interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** the contract subscription and implementation of Agenda and Meeting Management software and Recreation Management software to *CivicPlus of Manhattan, KS*, for an estimated total amount of \$61,705.75 for the first year, with annual recurring costs of \$65,445.75, subject to the annual uplift fee not to exceed 5% for the first 5 years.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the ongoing usage of the CivicPlus Agenda and Meeting Management software and Recreation Management software subscription as needed by the Troy City Clerk's and Recreation Departments.

Yes: All-7
No: None

MOTION CARRIED

I-6 Request to Exchange City Parcels for a Privately-Owned Parcel for Additional Trail Route (Introduced by: Kurt Bovensiep, Public Works Director)

Resolution #2025-05-078

Moved by Baker

Seconded by Gunn

WHEREAS, Troy City Council adopted a Remnant Parcel Policy Resolution in January 2001 (Resolution 2001-01-028), providing a process for the City in lieu of a formal bid process for the transfer of City owned properties; and,

WHEREAS, This 2001 Remnant Parcel Policy Resolution was adopted in order to provide assurances that the City was getting the best value for City-owned properties, but strict compliance with the Remnant Parcel Policy Resolution is not the only way to achieve this goal; and,

WHEREAS, The Troy City Council has determined that it is in the best interest of the City to acquire property owned by Gary Abitheira to expand the Troy Nature Trail, and instead of a monetary exchange, City Council is willing to transfer six City owned parcels to Gary Abitheira; this property exchange provides both parties with approximately the same value; and,

WHEREAS, This proposed property exchange is in the best interest of the City, even though there has not been strict compliance with Council's 2001 Remnant Parcel Policy resolution;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** and **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the attached Quit Claim deeds, facilitating an exchange of six City-owned properties for property owned by Gary Abitheira, which will allow for the expansion of the Troy Trail; the City parcels are identified as Sidwell #88-20-02-228-021, 88-20-02-228-037, 88-20-02-230-011, 88-20-02-279-002, 88-20-24-451-029, and 88-20-27-155-013, and Gary Abitheira's parcel is identified as part of 88-20-15-179-002.

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED** to **ENSURE** all deeds are recorded with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7

No: None

MOTION CARRIED

I-7 2025 City Council Meeting Schedule (Introduced by: Frank Nastasi, City Manager)

Resolution #2025-05-079

Moved by Chanda

Seconded by Gunn

RESOLVED, That Troy City Council **SHALL HOLD** Special Meetings on the following dates at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, July 14, 2025 Closed Session - City Manager and City Attorney Evaluations

Monday, October 6, 2025 Closed Session - City Manager and City Attorney Evaluations

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes: All-7

No: None

MOTION CARRIED

J. CONSENT AGENDA:

J-1a Approval of “J” Items NOT Removed for Discussion

Resolution #2025-05-080-J-1a

Moved by Hamilton

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7

No: None

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2025-05-080-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council and Planning Commission Special Joint Meeting Minutes-Draft – April 28, 2025
- b) City Council Minutes-Draft – May 5, 2025

J-3 Proposed City of Troy Proclamations:

Resolution #2025-05-080-J-3

- a) Proclamation to Honor the Winners of the 4th Troy Public Library Card Design Contest

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Demolition of Buildings and Structures – 18 Belhaven**

Resolution #2025-05-080-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the demolition of all buildings and structures at 18 Belhaven to the low bidder meeting specifications, *Mierzwa Construction, LLC of Pontiac, MI*, for an estimated total cost of \$14,449.00 at prices contained in the bid tabulation opened May 1, 2025; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 3: Exercise Renewal Option – Workers' Compensation Renewal**

Resolution #2025-05-080-J-4b

RESOLVED, That Troy City Council **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$374,713 for one (1) year and **AUTHORIZES** the City Manager to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2026.

- c) **Standard Purchasing Resolution 4: MITN Cooperative Purchasing Agreement – Dump Trucks with Snow Removal Equipment**

Resolution #2025-05-080-J-4c

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase three (3) Freightliner truck chassis from *Wolverine Freightliner-Eastside, Inc. of Mt. Clemens, MI*, and three (3) dump bodies with snow equipment including installation from *Truck and Trailer Specialties, Inc., of Howell, MI*, as per the MITN Cooperative Contract #RFP-RH-20-023 for an estimated grand total cost of \$854,519.00 as detailed in the attached quotes, copies of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

- d) **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League**

Resolution #2025-05-080-J-4d

RESOLVED, That Troy City Council **AUTHORIZES** payment for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2025 through April 30, 2026, in the amount of \$15,276.00.

J-5 2025/26 Annual Fee Schedule

Resolution #2025-05-080-J-5

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Annual City of Troy Fee Schedule for the 2025/26 Fiscal Year, as recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Assessment of Delinquent Accounts

Resolution #2025-05-080-J-6

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st each year, shall be reported to City Council. City Council shall certify the list to the City Assessor who shall assess the same on the next annual City Tax Roll; and,

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and,

WHEREAS, A list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

➤ Delinquent invoices (various funds)	\$ 151,640.38
➤ Delinquent water & sewer accounts	\$ 867,451.34
Total Assessments including penalties	\$ 1,019,091.72

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

J-7 Acceptance of a Permanent Easement and Approval for Compensation, TAP Pathways Project 2025C0108, Parcel #88-20-11-226-027

Resolution #2025-05-080-J-7

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for public roadways, public utilities and sidewalks from Holy Trinity Romanian Orthodox Church, owner of the property having Sidwell #88-20-11-226-027.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** compensation for the permanent easement and temporary grading permit in the amount of \$60,654.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** City Staff **TO EXPEND** any necessary costs incurred to meet closing requirements and recording costs in an amount not to exceed \$2,000.00.

BE IT FINALLY RESOLVED, That City Staff shall **RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original minutes of this meeting.

J-8 Request for Additional Expenditures, Rochester Road, Barclay to Trinway, Project No. 02.206.5, Parcel #96, Sidwell #88-20-15-251-035, Ashraf H. Memon and Shahzadi A. Memon Trust

Resolution #2025-05-080-J-8

RESOLVED, That City Council **AUTHORIZES** additional acquisition and administrative costs of \$7,000.00 for right of way and a permanent easement from The Ashraf H. Memon and Shahzadi A. Memon Trust dated January 10, 2010, owner of the property identified by Sidwell #88-20-15-251-035.

J-9 Request to Grant and Easement to Sprague Drain Drainage District – Firefighters Park, Sidwell #88-20-05-300-006

Resolution #2025-05-080-J-9

RESOLVED, That Troy City Council hereby **GRANTS** a permanent easement to the Sprague Drain Drainage District for the purpose of operation, maintenance, repair and replacement of the drain systems in Firefighters Park, Sidwell #88-20-05-300-006.

BE IT FURTHER RESOLVED, That Troy City Council **DIRECTS** the Mayor and City Clerk to **EXECUTE** the easement document on behalf of the City of Troy.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) June 9, 2025 – Planned Unit Development – (PUD021 JPLN 2024-0012) – Proposed Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North Side of Big Beaver, West Side of Coolidge (3100 W. Big Beaver; PIN 88-20-19-476-002, 88-20-19-476-003 & 88-20-19-430-004), Section 19, Presently Zoned PUD (Planned Unit Development) Zoning District

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Walter Storrs	Spoke about flooding issues in Sylvan Glen subdivision.
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Imran Ahmad	Thanked the City's first responders for their efforts to save his son's life who passed away on May 1, 2025.
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M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mayor Baker said the photos submitted by Mr. Storrs will be distributed to City Council.

Council Member Brooks expressed sympathies to Mr. Ahmad for his loss.

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Building Code Board of Appeals-Final – December 4, 2024
 - b) Planning Commission-Final – April 22, 2025
- Noted and Filed

O-2 Department Reports:

- a) Interim Financial Report 3rd Quarter for the Nine Months Ended March 31, 2025
 - b) Proposed New Troy Public Library Building
- Noted and Filed

O-3 Letters of Appreciation: None Submitted

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

O-5 Notice of Hearing for the Electric Customers of DTE Electric Company – Case No. U-21909

Noted and Filed

P. COUNCIL COMMENTS:

P-1 Council Comments

Mayor Pro Tem Gunn expressed his condolences to Mr. Ahmad.

Mayor Pro Tem Gunn thanked Mayor Baker for an amazing State of the City Address.

Council Member Brooks commented on the Run for Nature fundraiser on June 8, 2025.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

The Meeting **RECESSED** at 9:26 PM.

The Meeting **RECONVENED** at 9:36 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:52 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk



500 West Big Beaver
Troy, MI 48084
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J-04a

CITY COUNCIL AGENDA ITEM

Date: June 9, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 25-06 – Sections 29 & 34 Pavement Rehabilitation

History

The following industrial streets are proposed to receive an asphalt overlay: Maxwell, Stutz, Thorncroft, Temple City, Blaney, Premier and Elmsford. This project includes milling (grinding off) the surface of the existing pavement and then placing a new asphalt pavement surface. Also included is a complete removal and replacement of failed pavement, miscellaneous manhole repairs and curb and gutter rehabilitation.

Work is anticipated to start in July of 2025 and be substantially completed by September of 2025.

Purchasing

Bids were received and publicly read on May 28, 2025. The low alternate #1 bid of \$1,174,919.00 was submitted by Pro-Line Asphalt Paving Corporation, 11797 29 Mile Road, Washington, MI 48095 as shown on the attached bid tabulation.

Work was competitively bid and publicly opened with six (6) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is available in the 2025-26 Capital Projects Fund. Account # 401.449.202.989.300. The budgeted amount includes funds for construction, inspection, testing and contingencies.



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

Recommendation

It is recommended that City Council award the Sections 29 & 34 Pavement Rehabilitation contract to Pro-Line Asphalt Paving Corporation, 11797 29 Mile Road, Washington, MI 48095, for their low bid of \$1,174,919.00.

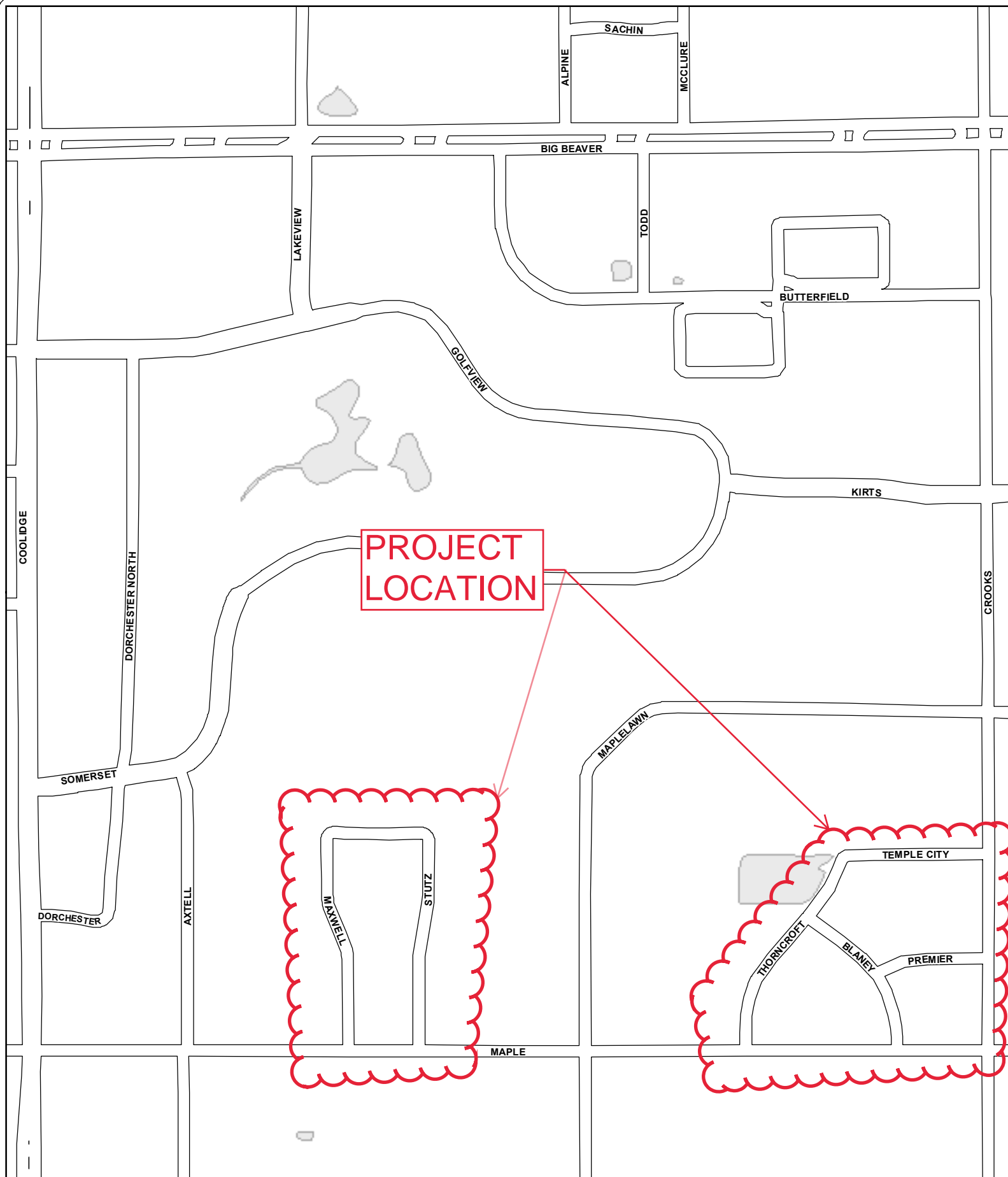
In addition, we are requesting authorization to approve additional work, if needed, not to exceed 30% of the original project cost due to unknown conflicts with existing underground utilities and underground conditions that may arise during construction.

A copy of the bid tabulation and recommendation shall be attached to the original Minutes of this meeting.

BID TABULATION
CONTRACT 25-06
SECTIONS 29 & 34 PAVEMENT REHABILITATION
City of Troy
Oakland County, Michigan

**Total Alternate #1 Bid
Amount**

1	Pro-Line Asphalt Paving Corp.	\$	1,174,919.00
2	Hutch Paving, Inc.	\$	1,249,041.55
3	Florence Cement Company	\$	1,309,770.80
4	Asphalt Specialists, LLC	\$	1,351,490.00
5	Cadillac Asphalt LLC	\$	1,630,333.62
6	Ajax Paving Industries, Inc.	\$	1,684,328.01







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J-04b

CITY COUNCIL AGENDA ITEM

Date: June 2, 2025



To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder
Contract 25-07 – Sections 16, 18, and 21 Pavement Rehabilitation

History

The following streets are proposed to receive an asphalt overlay: Hart, Webb, Paragon, Carter, Lange, Virgilia, Hylane, Pine Hill, Butternut Hill, Walnut Hill, Chestnut Hill, Juniper Ct, Bronson, Rouge Cir, Miracle, Scottsdale, Wendelton, Kirk Ln and Ruthland. This project includes milling (grinding off) select areas of the existing pavement and then placing a new asphalt pavement surface. Also included is complete removal and replacement of failed pavement areas, failing road culverts, and manhole repairs. Work is anticipated to start in July 2025 and all pavement construction is to be substantially completed by September 2025. All construction, including restoration, is to be completed by December 2025.

Purchasing

Bids were received and publicly read on May 28, 2025. The low bid of \$1,504,666.20 was submitted by Florence Cement Company, 51515 Corridor, Shelby Twp., MI 48315 as shown on the attached bid tabulation.

Work was competitively bid and publicly opened with six (6) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is available in the 2025-26 Capital Projects Fund. (Account # 401.449.203.989.400).

Recommendation

It is recommended that City Council award the Sections 16, 18 and 21 Pavement Rehabilitation contract to Florence Cement Company, 51515 Corridor, Shelby Twp., MI 48315, for their low bid of \$1,504,666.20.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 20% of the original bid cost due to unknown quantities of repair work that may be needed after milling operations are completed.

A copy of the bid tabulation shall be attached to the original Minutes of this meeting.

BID TABULATION
SECTIONS 16, 18, AND 21 PAVEMENT REHABILITATION
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids Due: May 28, 2025

Contract 25-07

Total Bid

1 Florence Cement Company	\$	1,504,666.20
2 Hutch Paving, Inc	\$	1,537,862.00
3 Cadillac Asphalt	\$	1,619,500.00
4 Pro-Line Asphalt Paving Corp	\$	1,648,812.00
5 Asphalt Specialists, LLC	\$	1,679,308.00
6 Ajax Paving Industries, Inc	\$	1,810,996.00

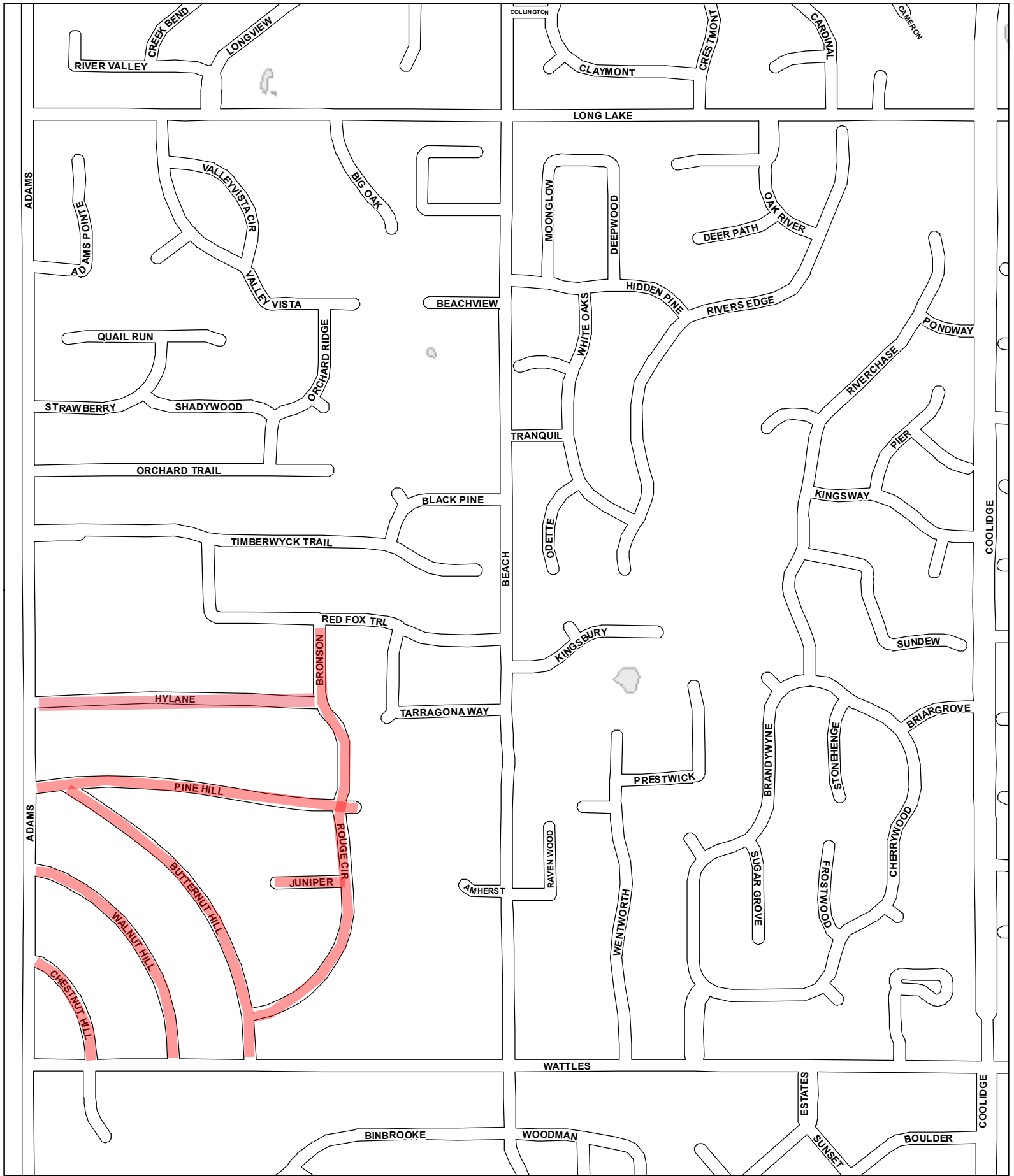


 Project Locations

City of Troy
Section 16



Date: 7/13/2022

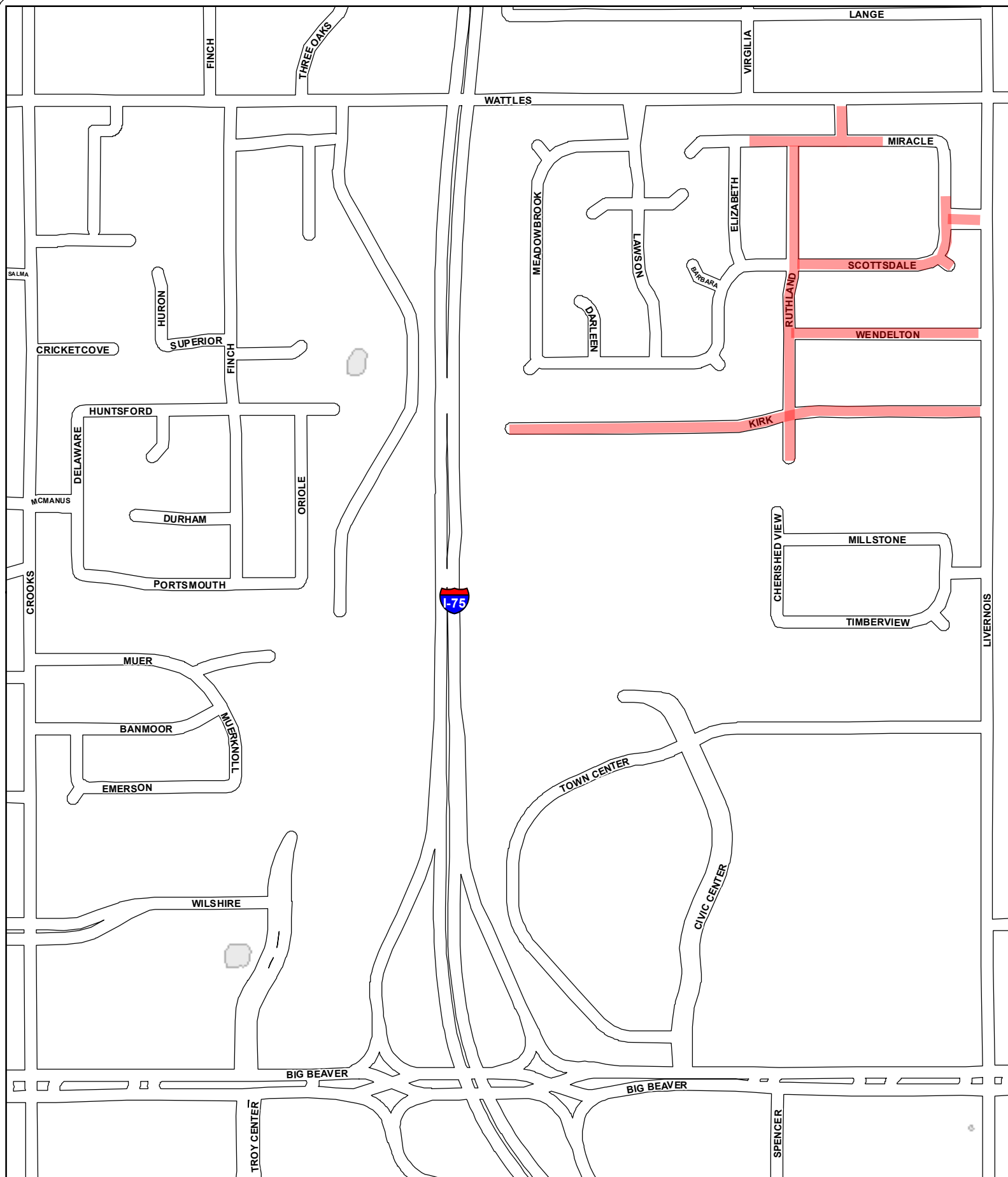


Project Locations

City of Troy Section 18



Date: 7/13/2022



Project Locations

City of Troy

Section 21



Date: 7/13/2022



500 West Big Beaver
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J-04c

CITY COUNCIL AGENDA ITEM



Date: June 2, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Josh Jones, Police Chief
Kurt Bovensiepe, Public Works Director
Brian Varney, Fleet Operations Manager
Mike Verstraete, Streets & Drains Operations Manager
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Police Department and Department of Public Works Streets Equipment Garage and Fleet Garage Roof Replacements and Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Fleet Garage Smoke Hatch Replacements

History

Police Department

- The Police Department is home to approximately 175 employees including sworn officers and civilian staff.
- The existing 20-year roof was installed as part of the original construction in 2003. The roof is past the end of its life and has been deferred for the last two budget cycles. Currently the roof is leaking in several areas, including mission critical areas such as dispatch.
- In 2018 a complete Facility Condition Assessment and Analysis (FCA) was conducted with replacement being recommended in 2023.

Streets Equipment Garage

- The Streets Equipment Garage was added on to the Department of Public Works in 1983.
- The Streets Equipment Garage houses up to 26 salt/plow trucks, 2 street sweepers, 1-2 front end loaders along with other miscellaneous equipment.
- The current roof has reached the end of life and is due for replacement.
- Replacement of the roof was identified in the Facilities Condition Assessment and Analysis.

Fleet Garage

- The Fleet Garage is part of the original building constructed in 1975.
- The Fleet Garage is home to 20 staff members and services over 400 pieces of equipment including vehicles, trailers, and attachments in addition to the various units that are owned by individual departments.



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CITY COUNCIL AGENDA ITEM

- The garage operates 16 hours per day 5 days a week year-round.
- The current roof and smoke hatches have reached the end of life and are due for replacement.
- Replacement of the roof was identified in the Facilities Condition Assessment and Analysis.

Purchasing

On Thursday, May 15, 2025, a bid opening was conducted as required by City Charter and Code for the Police and DPW Roof Replacements. The bid was posted on the MITN Purchasing Group website: www.bidnetdirect.com//city-of-troy-mi. A Mandatory Onsite Pre-Bid Meeting was held Monday, April 28, 2025 at 1:00 PM at the Troy DPW and bidders were given an opportunity to inspect all roof sites. Four hundred and thirty-six (436) vendors were notified via the MITN website. Five (5) bid proposals and four (4) no bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	436	MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.
Troy Companies notified via MITN	11	
Troy Companies notified Active email Notification	11	
Troy Companies - Active Free	0	
Companies that viewed the bid	102	
Troy Companies that viewed the bid	2	

- The bid summary was analyzed and reviewed in conjunction with the Facilities Division.
- It is recommended to award the Police and DPW roofing projects to the low bidder meeting all bid specifications; *Lutz Roofing Company, Inc of Shelby Township, MI* as detailed in the attached bid summary.
- Renova One was not selected because they failed to meet the pre-authorized, certified installer requirement. Bid specifications required that installers be certified and pre-authorized to perform the work as required. Renova One, upon their request, was provided the information and application for certification and pre-authorization but failed to submit the necessary paperwork for review and certification.
- The roofing materials will be purchased direct from *The Garland Company, Inc.* based on the OMNIA Partners Cooperative Purchasing Contract #R230401
- Pricing for the Smoke Hatch Replacement in the Fleet Garage has been secured from *National Restoration Inc. of Milford, MI* as detailed in the attached proposal through the Oakland County Extended Purchasing Contract #009849.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

Funds for the Police Department Roof Replacement are budgeted and available in the Police Capital Fund for the 2026 fiscal year. Expenditures will be charged to account number 401.301.11.305.975.010 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.



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CITY COUNCIL AGENDA ITEM

Funds for the Department of Public Works Streets Equipment Garage Roof Replacement are budgeted and available in the Streets Capital Fund for the 2026 fiscal year. Expenditures will be charged to Account Number 401.449.203.975.010 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.

Funds for the Department of Public Works Fleet Garage Roof and Smoke Hatch Replacement are budgeted and available in the Fleet Maintenance Capital Fund for the 2026 fiscal year. Expenditures will be charged to account number 661.571.565.975.900 and will not take place until the beginning of the 2026 fiscal year. A project number will be assigned at a later date when available.

	Lutz	Garland	National Restoration	Total
Police	\$409,600.00	\$603,425.30		\$1,013,025.30
DPW Streets	\$156,400.00	\$308,019.73		\$464,419.73
DPW Fleet	\$234,600.00	\$463,620.95	\$78,486.00	\$776,706.95
Total	\$800,600.00	\$1,375,065.98	\$78,486.00	\$2, 254,151.98

Recommendation

City Management recommends awarding contracts for the roof replacements for the Police Department and the Department of Public Works Streets Equipment Garage and Fleet Garage to the low bidder meeting specifications, *Lutz Roofing Company, Inc. of Shelby Township, MI* for an estimated combined cost of \$800,600 at unit prices contained in the bid tabulation opened May 15, 2025 and to *Garland-DBS, Inc. of Cleveland, OH* as per the OMNIA Partners Cooperative Purchasing Contract #R230401 for \$1,375,065.98; not to exceed budgetary limitations.

City Management recommends awarding a contract for smoke hatch replacements for the Department of Public Works Fleet Garage to *National Restoration of Milford, MI* for an estimated cost of \$78,486 as per the Oakland County Extended Purchasing Cooperative Contract #009849; not to exceed budgetary limitations.

BID TABULATION
CITY OF TROY
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Schena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI
Check #:	2018692475	1167930146	92139231	2018561750	2018717420
Check Amount:	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000

PROPOSAL: TO PROVIDE LABOR, MATERIALS, RELATED EQUIPMENT, TOOLS AND SUPERVISION NECESSARY FOR THE COMPLETE REPLACEMENT OF THE ROOF AT POLICE AND THE DPW.

PROPOSAL 1: Police Building Replacement					
Police Building Base Bid Labor:	\$347,426.00	\$409,600.00	\$500,000.00	\$528,900.00	\$760,050.00
Materials:	\$614,744.35	\$603,425.30	\$601,854.40	\$974,603.10	\$468,507.37
Police Building Labor, Materials & Shipping:	\$962,170.35	\$1,013,025.30	\$1,101,854.40	\$1,503,503.10	\$1,228,557.37
PROPOSAL 2: DPW Building - Sections 2 & 3 Roof Replacement					
DPW Building (Sections 2 & 3) Base Bid Labor:	\$520,592.00	\$391,000.00	\$600,000.00	\$532,300.00	\$772,555.00
Materials:	\$952,886.38	\$771,640.68	\$772,975.90	\$1,109,983.64	\$856,543.95
DPW Building (Sections 2 & 3) Labor, Materials & Shipping:	\$1,473,478.38	\$1,162,640.68	\$1,372,975.90	\$1,642,283.64	\$1,629,098.95
DISCOUNT IF BOTH PROJECTS AWARDED TO SAME CONTRACTOR:	(\$32,148.00)	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL - PROPOSALS A & B:	\$2,403,500.73	\$2,175,665.98	\$2,474,830.30	\$3,145,786.74	\$2,857,656.32

LINE ITEM COST: Should additional work be determined necessary once roofing is removed, the following prices are to be used as unit costs per determined quantity during construction.

Wood Blocking Replacement:	LF	\$7.50	\$6.00	\$7.50	\$6.00	\$4.50
Metal Decking Replacement:	SF	\$40.00	\$13.00	\$12.00	\$15.00	\$14.50
Drain Replacement:	EA	\$2,000.00	\$2,750.00	\$3,500.00	\$2,500.00	\$1,800.00

POLICE ROOF REPLACEMENT MATERIALS:									
Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	Police Quantity	Police Quantity	Police Quantity	Police Quantity	Police Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	42	47	50	75	80
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	308	325	250	325	300
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	249	275	250	265	300
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	60	100	30	95	36
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	497	476	600	549	300
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	64	76	45	85	10
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	66	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	25	8	15	30	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	30	14	15	26	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	20	20	10	20	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	5	20	10	10
COPE22KYN14	RMer Edge Coping: 12" - 16"	LF		\$16.83	1,050	0	950	0	0
COPE22KYN22	RMer Edge Coping: 16.01" - 24"	LF		\$21.93	0	0	0	0	20
COPE22KYN46	RMer Edge Coping: 24.01" - 48"	LF		\$31.72	0	780	0	0	540
CCMT50KYN14	12" - 16" Mitered Corner	Each		\$275.83	14	0	25	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	10	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	110	0	10	0	0
CCMT50KYN22	16.01" - 24" Mitered Corner	Each		\$335.03	0	0	0	0	0
CCTE50KYN22	16.01" - 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" - 24" Transition	Each		\$497.00	0	0	0	670	0
CCMT50KYN46	24.01" - 48" Mitered Corner	Each		\$509.46	0	10	3	11	6
CCTE50KYN46	24.01" - 48" Tee	Each		\$1,009.56	0	0	3	0	0
CCTR50KYN46	24.01" - 48" Transition	Each		\$758.83	0	0	3	6	1
DRIPZ22	Rmer Drip Edge	LF		\$19.22	0	36	0	310	430
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	0	20	15	20	0
Shipping		LS		\$7,000.00	1	1	1	1	1
Total Police Building Materials & Shipping:					\$614,744.35	\$ 603,425.30	\$ 601,854.40	\$ 974,603.10	\$ 468,507.37

BID TABULATION
CITY OF TROY
ROOF REPLACEMENTS - POLICE AND DPW BUILDINGS

ITB-COT 25-16
Pg. 2 of 2

Vendor Name:	Renova One	Lutz Roofing Company, Inc.	JD Candler Roofing Co.	Royal Roofing Co. Inc.	Scena Roofing & Sheet Metal Co. Inc.
City:	Troy, MI	Shelby Twp., MI	St. Hgts., MI	Orion, MI	Chesterfield, MI

DPW ROOF REPLACEMENT (Sections 2 & 3) MATERIALS:

Product #	Product Name	Unit/Size	Coverage Rate	Unit Cost	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity	DPW Quantity
7347	InsuLock HR	Kit	600 sq. ft.	\$492.03	65	70	70	110	95
4411-80-P	FlexBase Plus 80	Roll	100 sq. ft.	\$273.24	420	425	370	450	400
4901	StressPly Legacy Smooth	Roll	100 sq. ft.	\$424.71	387	400	370	400	400
4902	StressPly Legacy FR Mineral	Roll	75 sq. ft.	\$447.48	44	50	20	55	45
7305-5-S	GreenLock Plus Adhesive	Pail	5 gal.	\$499.95	739	698	850	802	930
7306-3-S	GreenLock plus Flashing Adhesive	Pail	3.5 gal.	\$421.74	104	86	30	53	15
7110-5	Flashing Bond	Pail	5 gal.	\$147.51	60	30	30	15	10
7421-5	SilverShield	Pail	5 gal.	\$365.31	66	6	10	23	10
7425-5	SilverFlash	Pail	5 gal.	\$216.81	15	10	10	18	10
4840-6	GarMesh	Roll	150' x 6"	\$85.14	25	15	5	17	20
2143	Seal-Tite Pitch Pocket Sealer	Box	4 - 2L bags	\$380.16	0	1	5	4	5
COPE22KYN14	RMer Edge Coping: 12" – 16"	LF		\$16.83	380	0	0	0	0
COPE22KYN22	RMer Edge Coping: 16.01" – 24"	LF		\$21.93	230	580*	0	0	560
COPE22KYN46	RMer Edge Coping: 24.01" – 48"	LF		\$31.72	0	0	0	0	0
CCMT50KYN14	12" – 16" Mitered Corner	Each		\$275.83	2	0	0	0	0
CCTE50KYN14	12"-16" Tee	Each		\$545.37	0	0	0	0	0
CCTR50KYN14	12"-16" Transition	Each		\$428.45	40	0	0	0	0
CCMT50KYN22	16.01" – 24" Mitered Corner	Each		\$335.03	2	4	0	0	0
CCTE50KYN22	16.01" – 24" Tee	Each		\$662.24	0	0	0	0	0
CCTR50KYN22	16.01" – 24" Transition	Each		\$497.00	24	0	0	550	4
CCMT50KYN46	24.01" – 48" Mitered Corner	Each		\$509.46	0	0	0	2	0
CCTE50KYN46	24.01" – 48" Tee	Each		\$1,009.56	0	0	0	0	0
CCTR50KYN46	24.01" – 48" Transition	Each		\$758.83	0	0	0	4	0
DRIPZ22	Rmer Drip Edge	LF		\$19.22	450	440*	500	410	210
4131	Flat-Stock "Standard Color"	24 gallon	4' x 10'	\$155.00	710	4	10	15	0
Shipping		LS	1	\$10,000.00	1	1	1	1	1
Total DPW Building (Sections 2 & 3) Materials & Shipping:					\$952,886.38	\$ 771,640.68	\$ 772,975.90	\$ 1,109,983.64	\$ 856,543.95
* Qty adjusted mat'l in 10ft increments									

Proposal 1: Police - Anticipated State Date & Duration:					07/14/25, 6-8 week duration	Sept./Oct.	9/8/2025, 6 weeks	Fall 2025/20 working days	Not Specified
Warranty:					30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Proposal 2: DPW - Anticipated State Date & Duration:					09/14/25, 6-8 week duration	Oct./Nov.	8/18/2025 5 weeks	Fall 2025/20 working days	Not Specified
Warranty:					30 yr. material, 3 yr. workmanship	30-year Garland NDL	30 year	3 yr. workmanship	30 yr. Garland
Attended Mandatory Pre-Bid Meeting:					Y	Y	Y	Y	Y
Completed Bid Compliance Form:					Y	Y	Y	Y	Y
Contact Information Provided:					Y	Y	Y	Y	Y
Proposed Payment Schedule:					Monthly Pyts via AIA document	Monthly Pyts Net 30	Net 30 days Progress Pyts	Not Specified	30th of each month
References:					Y	Y	Y	Y	Y
Insurance:					Y	Y	Y	Y	Y
Exceptions:					None	None	None	Asbestos Removal, Interior Protection, Lifting of skylight/ smokehatches	None
Acknowledgement:					Y	Y	Y	Y	Y
Signed Addendums:					Y	Y	Y	Y	1 of 2
Forms:					Y	Y	N	Y	Y

No Bid - Great Lakes Systems, Inc
Henry, a Carlisle Company
RAM Construction Services
Schreiber Corporation

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Dennis Trantham
Joe Lagarde
Brad Konvolinka
Andrew Chambliss
Nellie Bert
Dina Gates

Emily Frontera
Purchasing Manager

NATIONAL RESTORATION INC

RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC PRESERVATION!

2165 Fyke Dr.
Milford, MI 48381
248-802-8052 Fax 248-714-6323
Joshf@nationalrestoration.net

It's Not Luck, Its know How!
Licensed Builder

May 7, 2025

Mr. Joe Lagarde
Operations Supervisor, Facilities
City of Troy, MI
4693 Rochester Rd,
Troy, MI 48085
Cell 248-953-0652
joe.lagarde@troymi.gov

RE: Troy DPW Smoke Hatches in Garage

Mr. Lagarde,

Per your request, we are proposing to provide all material, labor, and equipment needed to complete the following items of work.

Scope of Work:

- Mobilize
- With the use of a crane, the window contractor shall:
- Remove 8 Smoke Hatches (vents) from roof with the use of a crane.
- Shall install 8 new double hung Smoke Hatches (vents) that are clear poly over white prismatic in color. They'll have 300°F fusible links with integral 48" X 96" ventilation curbs.
- A representative from National Restoration will be on site the entire time to ensure the job is done correctly.
- Flash new curbs to existing roof membrane.
- 10-year workmanship warranty to the owner.
- Old Skylight will be disposed of properly off site.
- Jobsite cleanup
- **Cost: \$78,486.00**

Note: Fusible degree ranges from 216°-400°F need to be decided on approval from owner before Smoke Hatches or ordered

Exclusions:

- Prevailing wages
- Premium time

We appreciate the opportunity to quote your work. If you have any questions or concerns,

please contact me.

Sincerely,
Joshua Fletcher, Superintendent



May 19, 2025

Aileen Dickson
City Clerk
City of Troy
500 W. Big Beaver Rd
Troy, MI 48084

Subject: Appointment of Representative & Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following their appointment and/or until their successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

Representative

Alternate

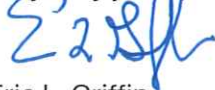
Kurt Bovensiep

Ashely Tebedo

It is requested that the City of Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2025.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,


Eric L. Griffin
General Manager

ELG/cf



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: May 27, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Scott Finlay, City Engineer
Jason Schmidt, Water & Sewer Operations Manager
Kurt Bovensiepe, Public Works Director

Subject: Evergreen-Farmington Sanitary Drain Drainage District, Corrective Action Plan Walnut Lake No. 1- Prepayment

History

The City of Troy discharges its wastewater through three separate districts, Evergreen/Farmington, Oakland/Troy, and the GWK. The Water Resource Commission (WRC) for Oakland County is the responsible agency for all the wastewater districts. Over the last several years there have been some improvements to the Evergreen/Farmington district, in which the City of Troy had a cost share in the projects. Additional required improvements have been identified in the Evergreen/Farmington district that will improve the capacity of wastewater in the district. The increased capacity will help mitigate wastewater backups into homes, and businesses, and limit the frequency of sanitary sewer overflows.

WRC recognized the high cost of implementing the improvements and established the Evergreen/Farmington as its own Chapter 20 Drain. This designation allowed the county to assess the contributing communities for the improvements through an Assessment Roll for a Drain Bond. This provides communities an opportunity to pay toward the bond for 20 years instead of prepaying its proportionate cost.

City of Troy staff have been involved with the proposed Corrective Action Plan (CAP) by attending and participating in various informational and design meetings. The attached correspondence from WRC details the improvements, the options for payment, and the City of Troy's proportionate cost of 3.15% of the \$14,000,000 or \$441,000. The Sewer Fund can continue the practice of having no debt and elect the prepayment option, which saves approximately \$128,000.

Financial

Funds are available in the Sewer Capital Fund – Ev-Frm Corrective Action Plan (CAP) with \$500,000 budgeted in FY 2026. The City Council will be presented with a recommendation to expend capital funds after the true cost is identified following the June 23, 2025, bid opening.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends electing the prepayment option with the Water Resource Commission for Oakland County for the Corrective Action Plan in the Evergreen/Farmington Drain District with a City of Troy proportionate share of 3.1500% or \$441,000.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-07

CITY COUNCIL AGENDA ITEM

Date: June 3, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer

Subject: 2025 Oakland County Local Road Improvement Program
Lakeview/Cunningham - Project No. 20.106.5

History:

The Oakland County Local Road Improvement Program was established in 2016 by the Oakland County Board of Commissioners to assist local cities and villages with maintenance and improvements on local roads under their jurisdiction.

This program offers limited financial assistance to cities and villages in Oakland County. Local municipalities must match funding from Oakland County. Communities are allocated funds based on a formula consisting of road miles, population, and crash data.

This program is more flexible than the current Tri-Party Road Program. It enables Oakland County to support its cities and villages with maintenance and safety projects on non-county roads, aiming to enhance economic development in Oakland County's cities and villages. Project funding is to be utilized solely for road improvements to roads under the jurisdiction of local cities and villages and must be real capital improvements to roadways (no administrative expenses, personnel, consultants, etc.). Non-motorized projects do not qualify. Projects authorized under this program must contribute to the purpose of encouraging and assisting businesses to locate and expand within the county.

Project Information:

The project submitted for consideration and subsequently approved by the Committee for 2025 is for the removal and replacement of select concrete pavement on Cunningham and Lakeview, between Coolidge and Big Beaver.

Financial:

The 2025 Local Road Improvement Matching Fund program amount for Troy is \$389,722. The estimated cost of the work on Cunningham and Lakeview is \$400,000. The Board of Commissioners of the County of Oakland's share is \$194,861. Funds are included in the 2026 Major Road Fund Capital Account No. 401.449.202.989.201065, for Troy's share of the work on Cunningham and Lakeview, totaling \$205,139.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation:

Staff recommends that City Council approve the attached Cost Participation Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Road Improvement Program for \$389,722 at an estimated cost to the City of Troy of \$205,139 for the removal and replacement of select concrete pavement on Cunningham and Lakeview. Funds are included in the 2026 Major Road Fund Capital Account No. 401.449.202.989.201065. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review:

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



BOARD OF COMMISSIONERS

(248) 858-0100 | boc@oakgov.com

May 27, 2025

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2025 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: adobesign@adobesign.com. If you are not the designated signer, please click the “**DELEGATE**” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Senior Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners



LOCAL ROAD IMPROVEMENT PROGRAM

COST PARTICIPATION AGREEMENT

Concrete Patching on Lakeview and Cunningham

City of Troy

Board Project No. 2025-32

This Agreement, made and entered into this date, _____, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Troy, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Concrete Patching on Lakeview and Cunningham, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, including the provisions requiring reimbursement of unspent funds, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2025. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$400,000.00; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$194,861.00, which amount shall be paid to the COMMUNITY by the BOARD; and

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

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, including the COMMUNITY'S adherence to the BOARD'S policies as expressed in Attachment A, and hereby finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$194,861.00. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$194,861.00.

a. The Invoice shall be sent to:

Amy Aubry, Senior Analyst
Board of Commissioners
1200 N. Telegraph, Bldg 12E
Pontiac, MI 48341
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$194,861.00 from funds available in the PROGRAM.

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

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair _____

COMMUNITY

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: June 3, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer

Subject: Traffic Signal Agreements – Rochester Road, Barclay to Trinway
Project No. 02.206.5

History

The RCOC requires a City Council resolution approving the attached agreements, along with a copy of the signed agreements for their records. Rochester Road between Barclay and Trinway will be reconstructed into a boulevard. Two new traffic signals will be needed for the “Michigan Lefts,” to the north and south of Long Lake Road, and the existing traffic signal at Eckford will be removed.

Financial

The traffic signal work is included as part of the road project and, as such, is eligible for reimbursement with federal funds. Approximately 80% of the cost to remove, modernize, or install the traffic signals and associated work will be covered by federal funds. The city’s share, or 20%, is budgeted in the Capital Fund – Major Roads, account numbers 401.449.202.989.022065.

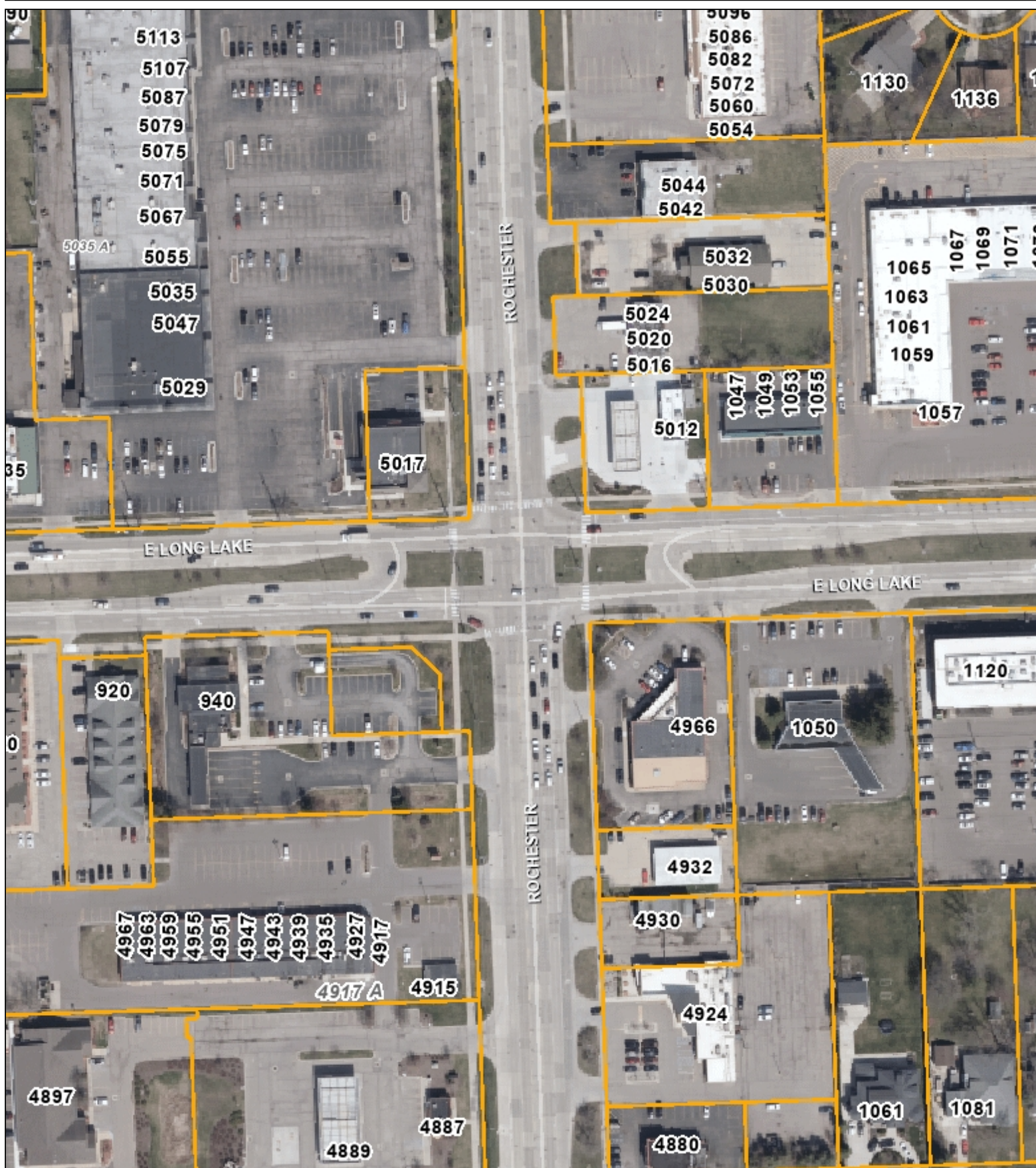
Rochester Road is a City road, so future maintenance costs are paid by the City. The average annual traffic signal operation and maintenance costs are approximately \$2,000 and are budgeted in the General Fund.

Recommendation

Staff recommends that the City Council approve the attached traffic signal agreements with the Road Commission for Oakland County (RCOC) for the removal, modernization, and installation of traffic signals as part of the Rochester, Barclay to Trinway project. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



Map Scale: 1in = 188 ft

Created: 6/3/2025



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.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Installation and Maintenance of a Traffic Signal

Location: Rochester Rd NB & x/o South of Long Lake Rd

Signal No: 1628

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement ("Agreement"). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County ("RCOC"). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

<u>AGENCY</u>	<u>INSTALLATION</u>		<u>MAINTENANCE</u>
	Percent	Estimated Cost	Percent
CITY OF TROY	100 %	\$ N/A	100 %
Total	100 %	\$ N/A	100 %

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("Billings") for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF TROY seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC's payment of the Billings shall be included as maintenance costs on the RCOC invoice to CITY OF TROY.

It is further agreed that the agency responsible for making original and replacement installations and performing maintenance shall be the RCOC. The parties are responsible for the Maintenance Costs pursuant to the division of costs stated above, and the RCOC will invoice CITY OF TROY for the Maintenance Costs pursuant to the division of costs stated above.

CITY OF TROY shall pay all RCOC invoices within 30 days of the date of the invoice, or CITY OF TROY shall be in default under this Agreement. If CITY OF TROY is in default under this Agreement, then RCOC may remove the traffic control device and/or file an action in the appropriate court seeking monetary damages as a result of the default, including but not limited to its attorney's fees and costs.

To the fullest extent permitted by law, CITY OF TROY shall indemnify and hold the RCOC, its respective officers, employees and agents harmless from all suits, claims, complaints, charges, judgments, causes of action and expenses, including attorney's fees, resulting or alleged to result, from any negligent acts or omissions by CITY OF TROY its employees and agents occurring in the performance of or breach in this Agreement.

In the event the traffic control device referred to in this Agreement is located on a road or street that is under the jurisdiction of the RCOC and by virtue of this Agreement will be maintained by an agency other than the RCOC,

then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this Agreement.

This Agreement is terminable on thirty days written notice by any party. CITY OF TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
**ROAD COMMISSION
FOR OAKLAND COUNTY**

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY

APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

* Certified copy of resolution must be submitted with this form for the new installations.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Installation and Maintenance of a Traffic Signal

Location: Rochester Rd SB & x/o North of Long Lake Rd

Signal No: 1629

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement ("Agreement"). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County ("RCOC"). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

<u>AGENCY</u>	<u>INSTALLATION</u>		<u>MAINTENANCE</u>
	Percent	Estimated Cost	Percent
CITY OF TROY	100 %	\$ N/A	100 %
Total	100 %	\$ N/A	100 %

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("Billings") for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF TROY seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC's payment of the Billings shall be included as maintenance costs on the RCOC invoice to CITY OF TROY.

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This Agreement is terminable on thirty days written notice by any party. CITY OF TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
**ROAD COMMISSION
FOR OAKLAND COUNTY**

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY

APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

* Certified copy of resolution must be submitted with this form for the new installations.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-09

CITY COUNCIL AGENDA ITEM

Date: June 4, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer

Subject: Agreement for Traffic Control Device – Transportation Alternative Program (TAP) for Troy's Non-Motorized Pathway Network – Pedestrian Hybrid Beacon (HAWK)

History

The RCOC requires a City Council resolution approving the attached agreement, along with a copy of the signed agreement for their records. A pedestrian crossing at Long Lake Road for Jaycee Park was part of a Transportation Alternatives Program (TAP) grant awarded to the City of Troy in June 2024.

Financial

The HAWK work is included as part of the TAP projects and, as such, is eligible for reimbursement with federal funds. Approximately 80% of the cost to install the HAWK device and associated work will be covered by federal funds. The city's share, or 20%, is budgeted in the Capital Fund – Sidewalks account numbers 401.444.989.246025.

The HAWK is for the City's Jaycee Park, so future maintenance costs are the responsibility of the City. The average annual traffic device operation and maintenance costs are approximately \$2,000 and are budgeted in the General Fund.

Recommendation

Staff recommends that the City Council approve the attached traffic control device agreement with the Road Commission for Oakland County (RCOC) for the installation of the HAWK as part of the TAP projects. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

**STATE OF MICHIGAN
BOARD OF COUNTY ROAD COMMISSIONERS
OAKLAND COUNTY
AGREEMENT FOR TRAFFIC CONTROL DEVICE**

Type of Work: Installation and Maintenance of a Pedestrian Hybrid Beacon (HAWK)

Location: Long Lake Rd 50' west of Calvert Dr

Signal No: 1631

Date Effective:

Under authority of state law and by virtue of resolution formally adopted by their respective governing bodies, the under-signed hereby agree to pay the Maintenance Costs (as defined below) related to the above traffic control device on the basis of the following division of costs as set forth in this agreement ("Agreement"). Invoices for Maintenance Costs are to be billed monthly by the Road Commission for Oakland County ("RCOC"). Title to the traffic signal and related equipment shall be in the name of the RCOC, or with the governmental agency that has jurisdiction of the intersection when purchased for roads not under the jurisdiction of the RCOC.

DIVISION OF MAINTENANCE COSTS

<u>AGENCY</u>	<u>INSTALLATION</u>		<u>MAINTENANCE</u>
	Percent	Estimated Cost	Percent
CITY OF TROY	100 %	\$ PERMIT	100 %
Total	100 %	\$ PERMIT	100 %

Maintenance Costs include costs related to operation, repair, maintenance, removal, and replacement of the above referenced traffic control device. It is further agreed that the RCOC will be the agency invoiced for energy billings and/or communications billings ("Billings") for the above referenced traffic control device. The RCOC will pay the invoices for the Billings and subsequently invoice CITY OF TROY seeking reimbursement for payment of the Billings pursuant to the division of Maintenance Costs stated above. The RCOC's payment of the Billings shall be included as maintenance costs on the RCOC invoice to CITY OF TROY

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To the fullest extent permitted by law, CITY OF TROY shall indemnify and hold the RCOC, its respective officers, employees and agents harmless from all suits, claims, complaints, charges, judgments, causes of action and expenses, including attorney's fees, resulting or alleged to result, from any negligent acts or omissions by CITY OF TROY or its employees and agents occurring in the performance of or breach in this Agreement.

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then and in that event the said agency hereby acknowledges that it is undertaking the RCOC's duty to maintain the said traffic control device, further agrees to provide insurance coverage protecting the RCOC, and further agrees to provide a Certificate of Insurance acceptable to the RCOC upon the agency's execution of this Agreement.

This Agreement is terminable on thirty days written notice by any party. CITY OF TROY shall pay any outstanding invoices upon written notice of the termination, and the final invoice shall be paid immediately upon receipt.

APPROVED:
**ROAD COMMISSION
FOR OAKLAND COUNTY**

Date _____

By _____
Danielle Deneau, P.E.
DIRECTOR OF TRAFFIC-SAFETY

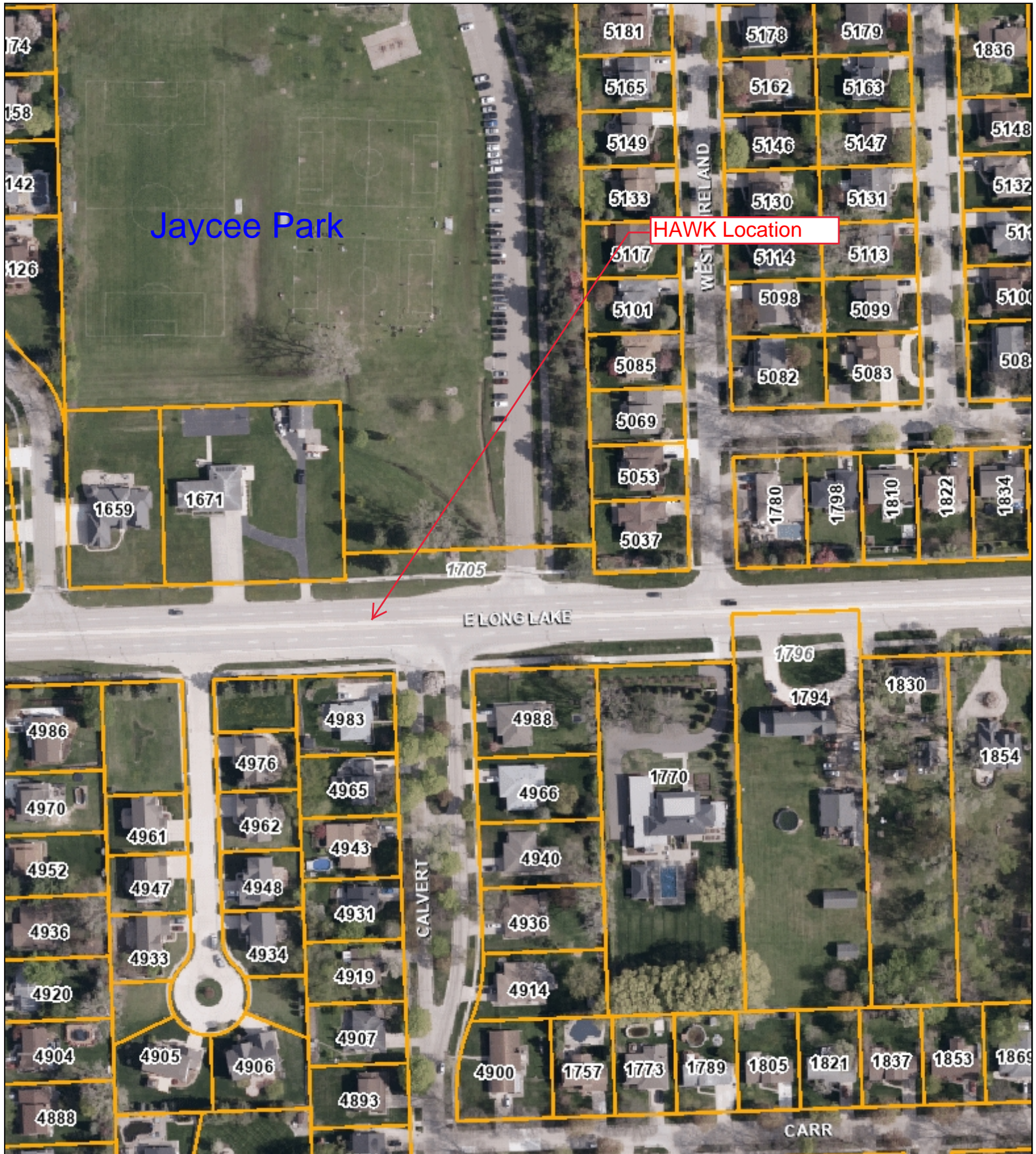
APPROVED:
CITY OF TROY

Date _____

By _____

Title of Authorized Official

* Certified copy of resolution must be submitted with this form for the new installations.



Map Scale: 1in = 216 ft

Created: 6/4/2025



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.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-10

CITY COUNCIL AGENDA ITEM

Date: May 15, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Acceptance of a Permanent Easement and Approval for Compensation, TAP Pathways Project 2025C0108, Parcel #88-20-11-226-031

History

The City of Troy received federal funding for the Transportation Alternative Program (TAP) to improve non-motorized transportation. Staff identified several areas within the City to address sidewalk and pathway gaps.

The City received a permanent easement for public roadways, public utilities and sidewalks, and a temporary grading permit from Troy Bowl Bar, LLC, owner of the property located on the south side of Square Lake, west of John R, and identified by Sidwell #88-20-11-226-031.

Financial

As required by Federal regulations, an appraisal report was prepared by Susan P. Shipman, MAI, and reviewed by Michael T. Williams, MAI, both Michigan Certified General Appraisers. The total compensation amount is \$58,464.00 and itemized below:

Type	Compensation Amount
Permanent Easement	\$56,376.00
Temporary Grading Permit	\$2,088.00
TOTAL FOR #88-20-11-226-031	\$58,464.00

Funds are budgeted for and available in the Capital Projects Fund, Project Code 2025C0108, Account #401.444.989.246035.

Recommendation

Staff recommend that City Council accept the permanent easement and approve a compensation amount of \$58,464.00 for the permanent easement and temporary grading permit. Staff also requests approval for closing and recording costs not to exceed \$4,000.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



GIS Online



Legend

Tax Parcels

Tax Parcel



0 150 300
ft

Print Date: 5/15/2025



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.

**PERMANENT EASEMENT
FOR PUBLIC ROADWAYS, PUBLIC UTILITIES, & SIDEWALKS**

Sidwell #88-20-11-226-031 (pt)

Troy Bowl Bar LLC, a Michigan Limited Liability Company, Grantor, whose address is 1950 E. Square Lake Rd., Troy, Michigan 48085, for and in consideration of the sum of: Fifty Six Thousand Three Hundred Seventy-Six and no/100 Dollars (\$56,376.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee, as part of the TAP Pathway - Square Lake - Rochester to John R - 24.603.5 project ("Project"), the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace public roadways, public utilities, and sidewalks, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its condition prior to Project construction by the Grantee.

Grantor agrees not to build or to convey to others permission to build any permanent structures on, over, across, in, though, or under the above-described easement, except upon the City of Troy's approval and provided the proposed improvements do not interfere with the use, operation, maintenance, repair and replacement of the public roadways, public utilities, and sidewalks in the easement area shown on the attached Exhibit A.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 15th day of May, 2025
A.D. 2025.

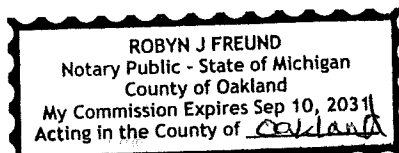
Troy Bowl Bar LLC, a Michigan Limited Liability Company

By: [Signature]
Signature

By: Jeff Forman, President
Printed Name & Title

STATE OF MICHIGAN }
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 15 day of May, 2025, by Jeffrey Forman,
owner of Troy Bowl Bar LLC, a Michigan Limited Liability Company



[Signature]
Notary Public, Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 9/10/2031

EASEMENT DESCRIPTIONS

Exhibit "A"

PARCEL DESCRIPTION (88-20-11-226-031)

A parcel of land being a part of the NE 1/4 of Section 11, Town 2 North, Range 11 East, City Of Troy, Oakland County, Michigan, more particularly described as follows:

Commencing at the NE corner of said Section 11; thence N 89°50'00" W 312.00 feet to the Point of Beginning; thence N 89°50'00" W 348.00 feet; thence South 510.45 feet; thence N 89°41'38" E 348.00 feet; thence North 505.00 feet to the Point of Beginning.

PERMANENT PATHWAY EASEMENT

A parcel of land being a part of the NE 1/4 of Section 11, Town 2 North, Range 11 East, City Of Troy, Oakland County, Michigan, more particularly described as follows:

The South 27.0 feet of the North 60.0 feet of the above described parcel.

Contains 9395.9 square feet or 0.216 acres of land, more or less. Subject to all easements and restrictions of record, if any.

TEMPORARY GRADING EASEMENT

A parcel of land being a part of the NE 1/4 of Section 11, Town 2 North, Range 11 East, City Of Troy, Oakland County, Michigan, more particularly described as follows:

The South 5.00 feet of the North 65.0 feet of the above described parcel.

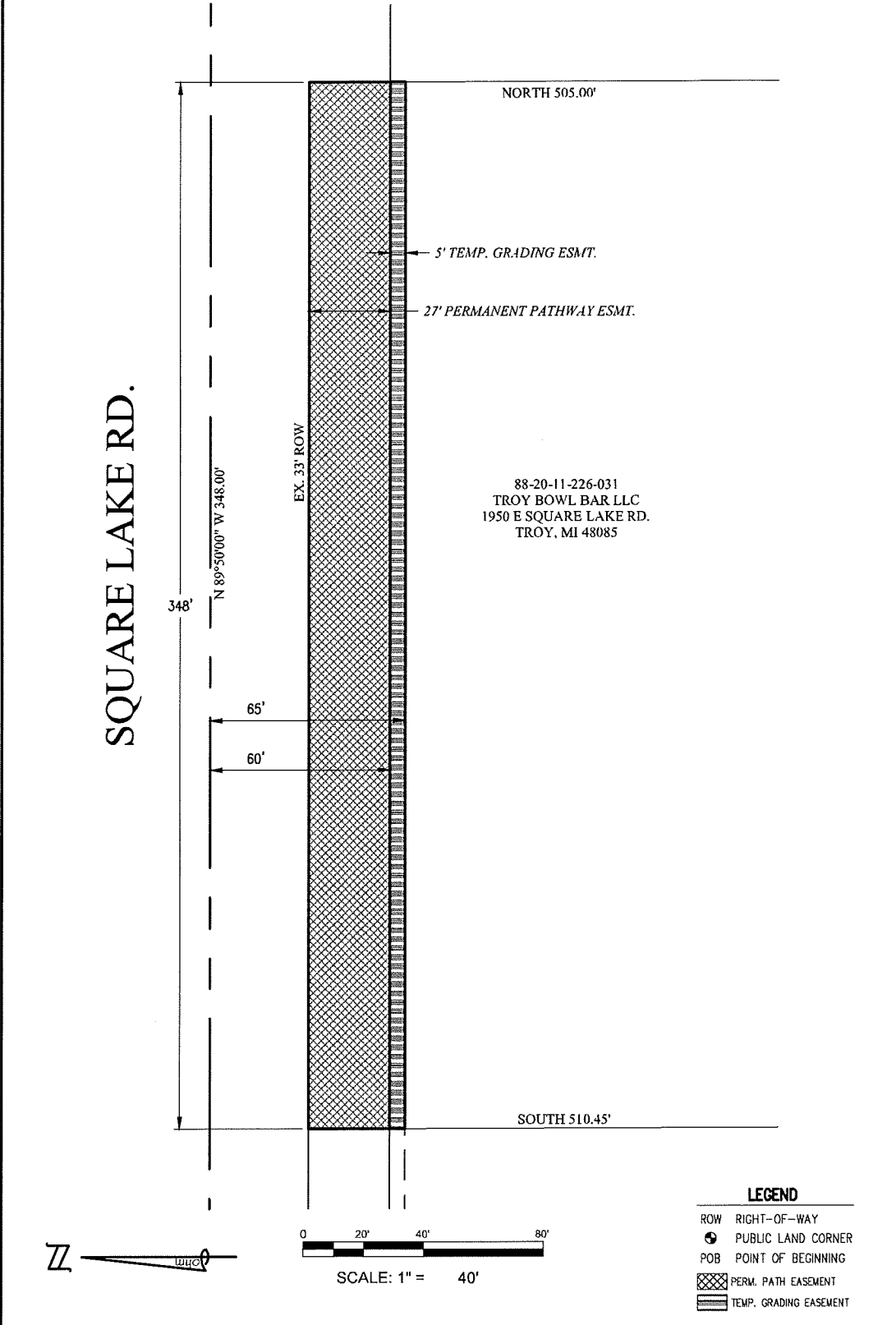
Contains 1739.9 square feet or 0.040 acres of land, more or less. Subject to all easements and restrictions of record, if any.

EASEMENT DESCRIPTION			SCALE
PART OF THE NE 1/4 SECTION 11			SHEET
TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICH.			6
PARCEL ID #88-20-11-226-031			OF 6
DATE	CITY	COUNTY	
11/08/2024	CITY OF TROY		0128-24-0030
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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EASEMENT SKETCH

Exhibit "A"



EASEMENT SKETCH			SCALE
PART OF THE NE 1/4 SECTION 11			1"=40'
TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICH.			SHEET
PARCEL ID 88-20-11-226-031			5
DATE	CITY	CLIENT	OF 5
11/04/2024	CITY OF TROY	0128-24-0030	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
COPYRIGHT 2024 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM			



TEMPORARY GRADING EASEMENT

Sidwell # 88-20-11-226-031 (pt)

Troy Bowl Bar LLC, a Michigan Limited Liability Company, Grantor(s), whose address is: 1950 E. Square Lake Rd., Troy, MI 48098, for and in consideration of the sum of Two Thousand Eighty-Eight and no/100 Dollars (\$2,088.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, hereinafter called the Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, hereby grants to the Grantee, during the construction of and for a period of six (6) Months after completion of TAP Pathway - Square Lake - Rochester to John R - 24.603.5 project ("Project"), a temporary grading easement and the right to move workers, equipment, and materials on and through, and to store equipment, materials, and excavated matter on the following described property, located in the City of Troy, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

IN FURTHER CONSIDERATION, premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its condition prior to Project construction by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representative, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed his signature(s) this 15th day of May, 2025.

Troy Bowl Bar LLC, a Michigan Limited Liability Company

By: [Signature]

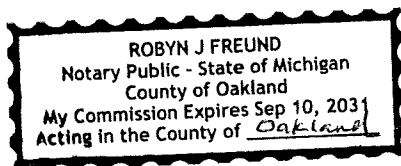
Signature

By: Jeff Forman, President

Printed Name & Title

STATE OF MICHIGAN }
COUNTY OF Oakland }

The foregoing instrument was acknowledged before me this 15 day of May, 2025, by Jeffrey Forman, owner of Troy Bowl Bar LLC, a Michigan Limited Liability Company.



[Signature]
Notary Public Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires 9/10/2031

Prepared by:
Andrew Ketchum, Right of Way Specialist
Egis – Consultant for the City of Troy
48797 Alpha Drive, Suite 130
Wixom, MI 48393

Return to:
City Clerk, City of Troy
500 West Big Beaver
Troy, MI 48084

Prepared by:
Andrew Ketchum, Right of Way Specialist
Egis – Consultant for the City of Troy
48797 Alpha Drive, Suite 130
Wixom, MI 48393

When Recorded Return To:
City Clerk, City of Troy
500 West Big Beaver
Troy, MI 48084

EASEMENT DESCRIPTIONS

Exhibit "A"

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Contains 9395.9 square feet or 0.216 acres of land, more or less. Subject to all easements and restrictions of record, if any.

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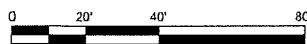
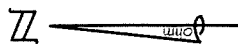
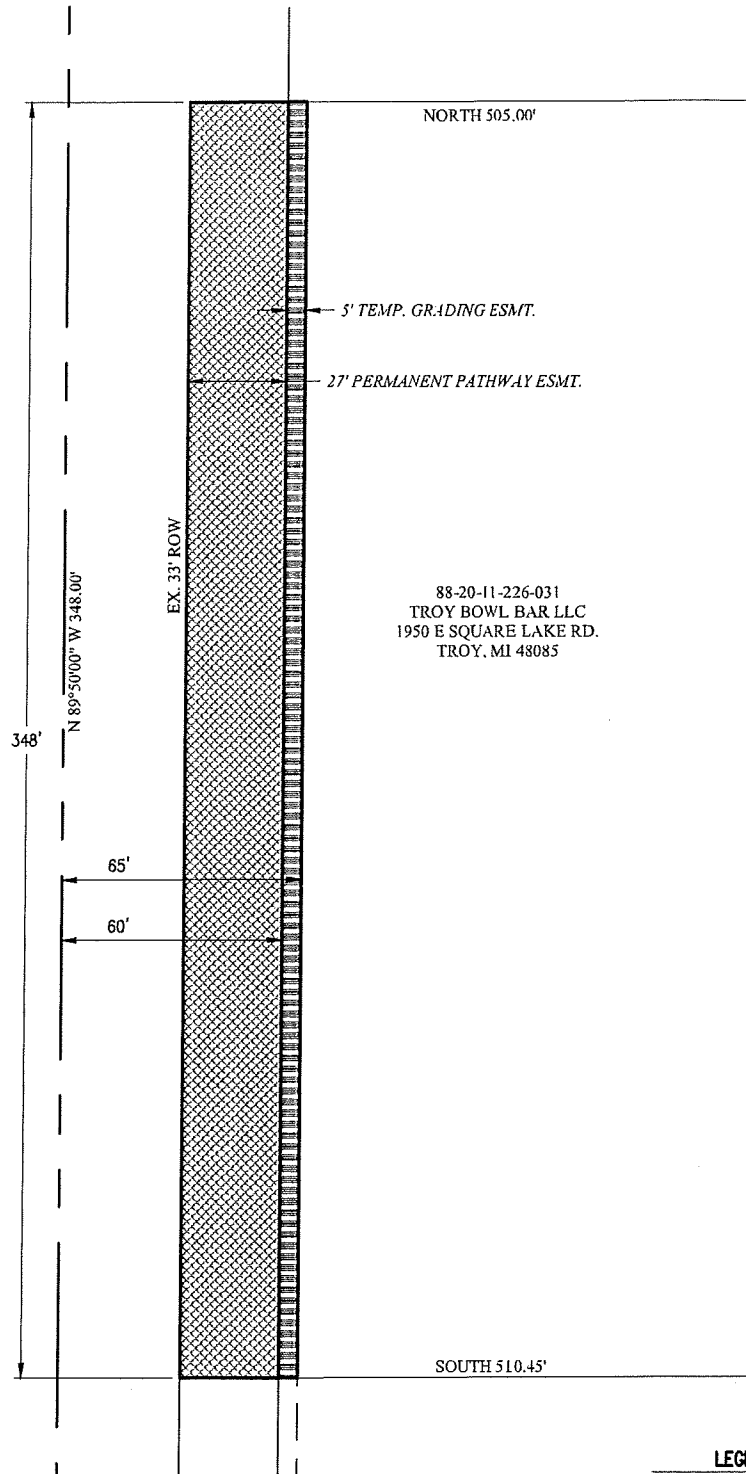
Contains 1739.9 square feet or 0.040 acres of land, more or less. Subject to all easements and restrictions of record, if any.

EASEMENT DESCRIPTION		SCALE
PART OF THE NE 1/4 SECTION 11		SHEET
TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICH.		6
PARCEL ID #88-20-11-226-031		OF 5
DATE 11/08/2024	CITY CITY OF TROY	JOB # 0128-24-0030
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
COPYRIGHT 2024 OHM ALL RIGHTS RESERVED. ANY REPRODUCTION OR DISTRIBUTION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF OHM IS PROHIBITED.		

EASEMENT SKETCH

Exhibit "A"

SQUARE LAKE RD.



SCALE: 1" = 40'

LEGEND

- ROW RIGHT-OF-WAY
- PUBLIC LAND CORNER
- POB POINT OF BEGINNING
- PERM. PATH EASEMENT
- TEMP. GRADING EASEMENT

EASEMENT SKETCH

PART OF THE NE 1/4 SECTION 11
TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICH.
PARCEL ID #88-20-11-226-031

SCALE

H. 1"=40'

SHEET

5

OF 3





500 West Big Beaver
Troy, MI 48084
troymi.gov



J-11

CITY COUNCIL AGENDA ITEM

Date: June 9th, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Kroger Retail Fuel Center - Project No. 24.908.3

History

The Kroger Company proposes to develop the Kroger Retail Fuel Center located off of John R Road just south of Larchwood.

Troy Planning Commission granted preliminary site plan approval on March 12th, 2024.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by The Kroger Company on behalf of the City of Troy including: Water Service, Sanitary Service, Storm Sewer, Detention Basin, Asphalt/Concrete Pavement & Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by The Kroger Company (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **24.908.3**

Project Location: **SE 1/4 Section 26**

Resolution No: _____

Date of Council Approval: _____

This Contract, made and entered into this 9th day of June, 2025 by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and The Kroger Company whose address is 40393 Grand River Ave, Novi, MI 48375 and whose telephone number is (248) 478-0600 hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of Water Service, Sanitary Service, Storm Sewer, Detention Basin, Asphalt/Concrete Pavement and Sidewalk in accordance with plans prepared by Sevan Engineering, P.C. whose address is 3025 Highland Parkway, Suite 850, Downers Grove, IL 60515 and whose telephone number is (224) 487-8997 and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ 173,331.25. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash <u>\$17,333.00</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>	
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>	
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>	

Refundable cash deposit in the amount of \$ 40,811.00. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ 0.00. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input type="checkbox"/>
------	--------------------------	-------	--------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 2nd day of June, 2025.

OWNERS

By:

Garett Foley

*

Its: Sr. Construction Manager

Please Print or Type Garett Foley

*

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 2nd day of June, A.D. 2025, before me personally appeared Garett Foley known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

Dora Victoria Ricks

NOTARY PUBLIC, Wayne, Michigan

My commission expires: 6-5-2030

Acting in Oakland County, Michigan

DORA VICTORIA RICKS Notary Public, State of Michigan County of Wayne My Commission Expires Jun. 05, 2030 Acting in the County of <u>Oakland</u>

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

Permit No: PPC24.908.3

Engineering Department
TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road
Troy, Michigan 48084
Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838
www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

<div>1980 LARCHWOOD</div> <div>88-20-26-433-021 Lot: 257+</div> <div>Subdivision: JOHN R GARDEN</div> <div>Project No:</div>		<div>Location</div> <div>BOSTICK REAL ESTATE PTN</div> <div>32900 DEQUINDRE</div> <div>WARREN</div> <div>MI 48092-1064</div>		<div>Permittee/Owner</div>	
<div>Issued:</div> <div>Expires:</div>		<div>Applicant</div> <div>32900 DEQUINDRE</div> <div>WARREN</div> <div>MI 48092-1064</div>			
<div>FOR INFORMATION REGARDING THE ISSUANCE OF THIS PERMIT, CONTACT THE CITY OF TROY ENGINEERING DEPARTMENT AT (248) 524-3383</div>					

Work Description: KROGER RETAIL FUEL CENTER

Stipulations: [Private Detention Pond](#)

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Cash Deposits (Refundable)	Construction Engineering (CE)	127,428.00
Cash Deposits (Refundable)	Sidewalks	1,177.00
Cash Deposits (Refundable)	ROW Restoration	645.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	127,428.00
Cash Fees (Non-Refundable)	Detention Basin Maintenance	0.27
Escrow Deposits	Sanitary Sewers	3,324.00
Escrow Deposits	Storm Sewers	63,824.00
Escrow Deposits	Pavement	11,641.50
Escrow Deposits	Detention Basin	5,610.00
Escrow Deposits	Deceleration and/or Passing Lane	43,029.00
Escrow Deposits	Sanitary Sewers	6,566.00
Escrow Deposits	Storm Sewers	64,789.60
Escrow Deposits	Pavement	2,408.25
Escrow Deposits	Grading	30,000.00
Escrow Deposits	Detention Basin	13,532.40
Escrow Deposits	Deceleration and/or Passing Lane	49,855.00
Cash Deposits (Refundable)	Construction Engineering (CE)	167,150.00
Cash Deposits (Refundable)	Sidewalks	1,162.00
Cash Deposits (Refundable)	ROW Restoration	667.00

Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	1.00
Cash Deposits (Refundable)	Punchlist & Restoration	173,331.25
Escrow Deposits	Water Mains	6,180.00

Amount Due: 0.00 PAID IN FULL
--



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
- 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
- 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
- 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
- 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.

SUPPLEMENTAL SPECIFICATIONS:

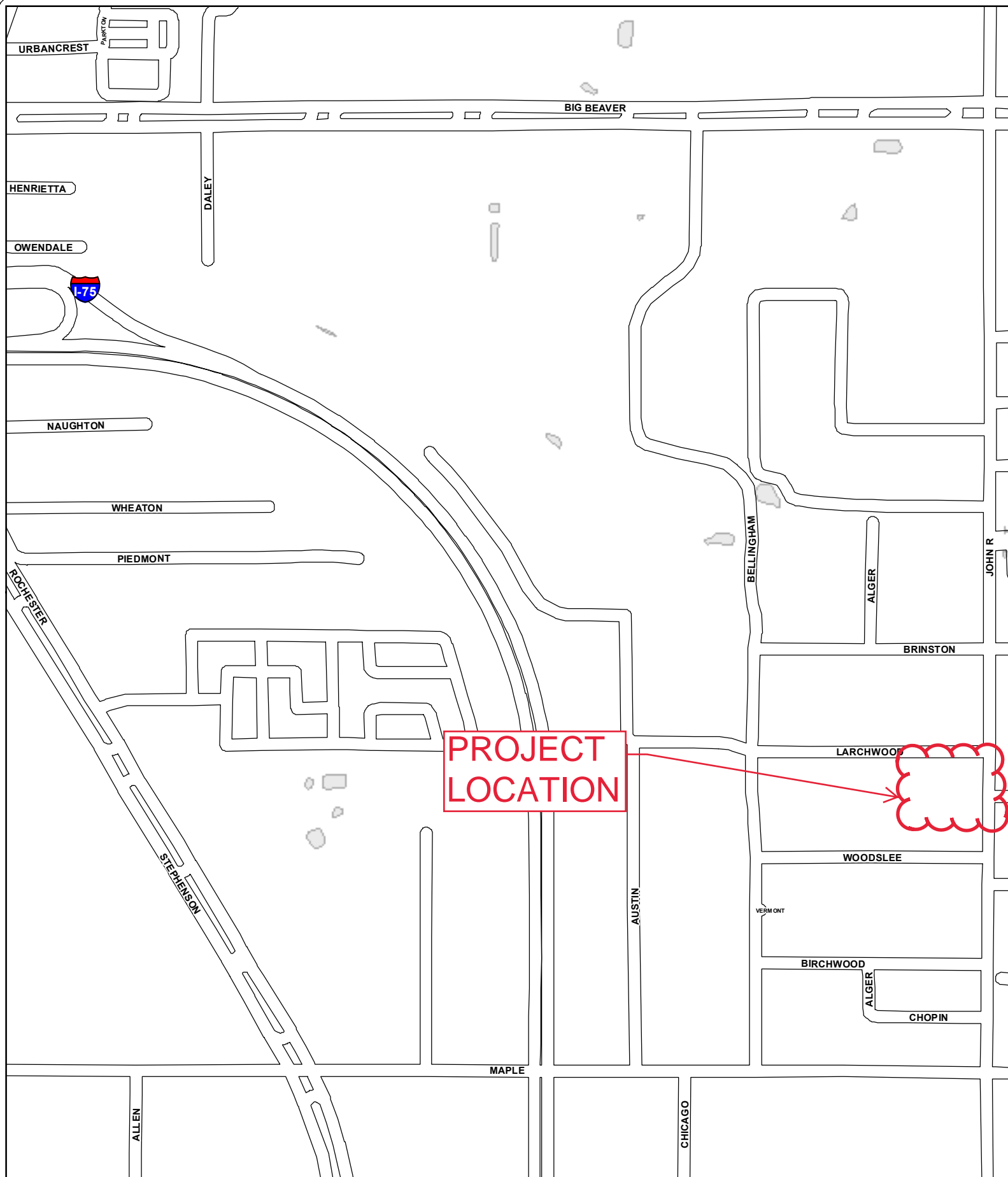
- 1) INTENT: Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL: The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) BACKFILLING AND COMPACTING BACKFILL: All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved and or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) CROSSING ROADBED BY TUNNELING: When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) CROSSING BY CUTTING GRAVEL ROAD: All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) CROSSING BY CUTTING PAVEMENT AND TRENCHING: When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) DEPTH OF COVER MATERIAL: Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) TREE TRIMMING OR REMOVAL: A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a) Map; b) Plans, specifications and location of facility; c) Traffic plan in cases of street closure; d) Proof of insurance; e) City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-12

CITY COUNCIL AGENDA ITEM

Date: June 2, 2025

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Nicole MacMillan, Assistant City Attorney

Subject: Wadie Zari v. City of Troy



The City was served with the attached lawsuit filed by Wadie Zari. The Complaint alleges that on September 14, 2023, Plaintiff tripped on the sidewalk at/near the North Entrance of the Troy Community Center. The Complaint further alleges that as a result of the fall, Plaintiff sustained injuries to his left hand.

The lawsuit is filed against the City of Troy under the sidewalk exception to governmental immunity (MCL 691.1402). Plaintiff alleges that the City failed to maintain the sidewalk in reasonable repair. Plaintiff alleges that the damages exceed \$25,000, which is the threshold for filing a case in the circuit court. It has been filed in the Oakland County Circuit Court, and assigned to Judge Kwame Rowe. The proposed resolution authorizes our office to represent the City in this case, and approves necessary expenditures required for the defense of the case.

Please let us know if you have any questions or concerns.

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 6th JUDICIAL CIRCUIT COUNTY	SUMMONS	CASE NUMBER 2025-215108 NO
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Court address
1200 N. Telegraph Road Pontiac, MI 48341

Court telephone number
248-858-5300

Plaintiff's name, address, and telephone number

WADIE ZARI

Plaintiff's attorney bar number, address, and telephone number

NAZEK A. GAPPY (P57776)
1438 N. Crooks Road Suite A
Clawson, MI 48017
(248) 526-7633

Defendant's name, address, and telephone number

City of Troy
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3300

v

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court, where

it was given case number _____ and assigned to Judge _____

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date	Expiration date*	Court clerk
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*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WADIE ZARI,

Plaintiff,

v

Case No. 25-
Hon.

NO

CITY OF TROY, a municipal corporation,

Defendant.

NAZEK A. GAPPY, P.C.
NAZEK A. GAPPY (P57776)
Attorney for Plaintiff
1438 N Crooks Rd, Suite A
Clawson, MI 48017
248-526-7633/ F: 248-526-7644
gappyna@aol.com

*There is no other civil action between these parties arising
out of the same transaction or occurrence as alleged in
this complaint pending in this court, filed or dismissed.*

COMPLAINT

NOW COMES Plaintiff WADIE ZARI, by and through his attorney, NAZEK A. GAPPY, P.C., complains and states his cause of action against Defendant as follows:

1. The amount in controversy exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest, costs and attorney fees.
2. The transaction and occurrence, which is the subject of this Complaint, occurred in Oakland County, Michigan.
3. Plaintiff, WADIE ZARI, resides and/or at all times relevant to the instant action, resided in Oakland County, Michigan.
4. Defendant, CITY OF TROY, owned, maintained and possessed a certain

sidewalk in the CITY OF TROY, Oakland County, located at 3179 Livernois Road, Troy, MI 48083.

5. CITY OF TROY is a municipal corporation located within Oakland County, Michigan.

6. At all times relevant to this action, Defendant, CITY OF TROY, owned, possessed and/or controlled the sidewalk near 3179 Livernois Road, Troy, MI 48083.

7. On or about September 14, 2023, Plaintiff tripped and fell on a dangerous, defective, unleveled, discontinuous, cracked, broken, and uneven portion of sidewalk at the CITY OF TROY, owned by Defendant, sustaining serious and permanent injuries, which will be particularly described below.

COUNT I - DEFENDANT CITY OF TROY

8. Plaintiff realleges and incorporates by reference every allegation stated above, as though fully stated below, and further alleges:

9. At all times relevant to the instant action, Defendant, CITY OF TROY, was charged with a duty, pursuant to MCL 691.1402(1), to construct, maintain and repair the subject sidewalk in a reasonably safe condition, and to exercise ordinary care to protect individuals traversing the sidewalk from unreasonable risks of injury that Defendant knew of or should have known of in the exercise of ordinary care, and to warn of dangers that Defendant knew of or should have known of, and to inspect the subject sidewalk to discover possible dangerous conditions.

10. Defendant, CITY OF TROY, by and through its agents, servants and/or employees, breached the duties described in the preceding paragraph in one or more of the following manners:

- a. Failing to maintain the subject sidewalk in a reasonably safe condition, such that an uneven, raised, dangerous and defective slab of sidewalk existed 3179 Livernois Road, Troy, MI 48083, presenting a trip hazard to all persons traversing the sidewalk;
- b. Failing to inspect the subject sidewalk, including, but not limited to the dangerous and defective condition described above and failing to maintain the subject sidewalk free from defects and defective and hazardous conditions;
- c. Failing to repair the subject sidewalk, including, but not limited to the subject dangerous and defective area, in a reasonable and safe manner, so as to maintain the sidewalk free from defects and defective and hazardous conditions;
- d. Failing to warn, advise or instruct individuals traversing the sidewalk, specifically, Plaintiff, regarding the potentially dangerous condition on the sidewalk;
- e. Other acts and omissions constituting negligence and breach of MCL 691.1402 to be determined through the course of discovery.

11. Defendant, CITY OF TROY, had actual and/or constructive notice of the defective condition of the subject portion of sidewalk for at least thirty days before the injury.

12. As a direct and proximate result of Defendant CITY OF TROY negligent acts and/or omissions, Plaintiff sustained serious injuries and damages, including, but not limited to:

- a. Broken bones in his left hand and left ring finger, left index finger was pulled out of the socket, and permanent disfigurement;
- b. physical pain and suffering, past, present and future;
- c. fright and shock, past, present and future;

- d. medical expenses, past, present and future;
- e. disability, past, present and future;
- f. embarrassment, humiliation and/or mortification, past, present and future;
- g. loss of consortium;
- h. other injuries and damages to be determined throughout the course of discovery.

WHEREFORE, Plaintiff, WADIE ZARI, respectfully requests this Court grant judgment against Defendant, CITY OF TROY, in an amount greater than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to which he is deemed to be entitled, together with declaratory relief, interest, costs and attorney fees.

COUNT II: HIGHWAY/SIDEWALK EXCEPTION TO GOVERNMENT IMMUNITY

13. Plaintiff reincorporates all of the preceding allegations, as though fully stated herein.

14. On the date of loss, Defendant breached its duties to Plaintiff for failure to maintain a sidewalk after Defendant knew or should have known and having actual notice and knowledge of the defective sidewalk for at least 30 days before the injury;

15. The Defendant allowed a vertical discontinuity greater than 2 inches than the surrounding areas and/or another dangerous condition which is not a vertical discontinuity.

16. Plaintiff sustained personal injuries as a direct and proximate result of the Defendant's negligence and gross negligence, as herein alleged.

17. As a direct and proximate result of the gross negligence of Defendant, its agents, servants and/or employees either real or ostensible, pursuant to the laws of the

State of Michigan including the Exceptions to Government Immunity at MCLA 691.1401 et seq, specifically the Highway/Public Sidewalk Exception to Government Immunity MCL 691.1401, 691.1402a), and the common law, the Plaintiff:

- a. Sustained severe bodily injuries which were painful, disabling and necessitated medical care, including, but not limited to neck and back injuries and severe emotional distress.
- b. Suffered shock and emotional damage.
- c. Sustained possible aggravation of preexisting conditions and/or reactivation of dormant conditions.
- d. Was unable to attend to his usual affairs.
- e. Was unable to render services, as formerly.
- f. Hampered Plaintiff in the enjoyment of his normal pursuit of life, as before.

18. Said injuries are permanent, to the degree that Plaintiff suffered a loss in ability to earn money as before and will have impaired earning capacity in the future.

19. Plaintiff's injuries include hand and left side, and others to be revealed through discovery.

20. As a direct and proximate result of the gross negligence of Defendant and the resulting injuries to Plaintiff, Plaintiff sustained injuries including but not limited to: hand and left side and to other parts of their body, externally and internally, permanent disfigurement and some or all of which interferes with his enjoyment of life and caused Plaintiff great pain and suffering.

21. That as a proximate result of said injuries, Plaintiff suffered traumatic shock and injury to the nervous system, causing severe mental and emotional anguish, which interferes with his enjoyment of life and may require psychiatric treatment, and more

generally became sick and disabled, and some or all of said injuries, as set forth herein, may be permanent in nature.

22. That should it be determined at the time of trial that Plaintiff was suffering from any pre-existing conditions, at the time of the aforesaid incident, then and in such event, it is averred that the negligence of Defendant precipitated, exacerbated and aggravated any such pre-existing conditions.

23. That Plaintiff has had to incur expenses for hospital, doctor, domestic and other miscellaneous expenses and will incur more such expenses in the future and has suffered a loss of income, past, present and future, as a proximate result of Defendant's negligence.

24. That the amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000.00), exclusive of interest, costs, and attorney fees, and is otherwise within the jurisdiction of this Court.

WHEREFORE, the Plaintiff herein prays for a judgment in whatever amount above Twenty-Five Thousand Dollars (\$25,000.00) the Plaintiff is found entitled in addition to all other statutory damages including declaratory relief, interest, costs, and attorney fees.

Respectfully submitted,

NAZEK A. GAPPY P.C.

By: /s/ Nazek A. Gappy
NAZEK A. GAPPY (P76537)
Attorney for Plaintiff
1438 N. Crooks Road Suite A
Clawson, Michigan 48017
(248) 526-7633 Phone
(248) 526-7644 Fax

Dated: May 23, 2025



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-13



Date: June 3, 2025

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney

Subject: City of Troy v Craig Cassani

As part of the Rochester Road Improvement Project, the City needs a utility easement and a temporary construction permit on property owned by Craig Cassani at 5232 Rochester Road. The City made a good faith offer to acquire this property based on an independent appraisal. The offer was rejected and the City filed a condemnation lawsuit against Cassani and Mortgage Electronic Registration Systems as Nominee for Nationstar Bank (MERS), which had a security interest.

In order to be eligible for the road project funding, the Michigan Department of Transportation imposed a very short timeline for the City to obtain all of the property needed for the project. We attempted to get an immediate order of possession, which would have reserved the right of the property owner to ask for a total price that is higher than the City's appraiser's value. However, the property owner's attorney raised a unique legal issue, based on some deed restrictions that were placed on the property in the 1950's, requiring the property to be used for residential purposes only. However, he would waive this legal argument if the City agreed to pay him an additional \$150,000 plus attorney fees. The City rejected this demand and the property owner then filed a motion to dismiss the case based on the deed restriction argument. After briefing and argument on the issue, Oakland County Circuit Court Judge P. O'Brien denied the property owner's motion to dismiss and ruled the City was entitled to possession. However, the property owner's attorney filed a motion for reconsideration, and therefore objected to the Court signing an order for possession. The attorney has also threatened to file an appeal on the property owner's unique deed restriction argument, and has indicated that he will seek a stay, further delaying the condemnation proceedings. The Judge, although he didn't make any rulings, strongly encouraged the parties to try to resolve this case.

The parties continued settlement negotiations, resulting in the attached proposed final order. The proposed settlement recognizes the potential risks that a trial or appellate judge or jury could reject the different legal positions advanced by the parties. Under the proposed consent judgment, the City would pay total just compensation of \$43,600 and the statutory attorney fee of \$10,458 (1/3 the difference between the good faith offer and the final amount of just compensation). The proposed order would grant the City possession and would conclude the case. The proposed order requires a portion of the payment for MERS, which would be applied against the balance owed on the mortgage. These allocations are currently being negotiated between MERS and Mr. Cassani, and do not increase the total amount. The City will also provide two curb cuts to accommodate an existing horseshoe driveway and preserve a mature evergreen tree, plus restoration of a brick walkway. The City's Engineering Department has approved these requirements.

We recommend approval of this negotiated final order. The majority of the costs for this settlement will come from federal funds, since this is a federally funded project.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
Municipal Corporation,

Plaintiffs,

v

Case No. 2025-213311-CC
HON. DANIEL P. O'BRIEN

CRAIG CASSANI and MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS,
INC, as Nominee for NATIONSTAR
MORTGAGE, LLC,

Defendants.

City of Troy – City Attorney's Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

Stephon B. Bagne (P54042)
Attorney for Defendant Craig
Cassani
220 Park Street, Ste. 200
Birmingham, MI 48009-3477
(313) 965-8897
Sbagne@clarkhill.com

Trott Law, P.C.
Gary Hansz (P44956)
Attorney for Defendant Mortgage
Electronic Registrations Systems, as
Nominee for Nationstar Mortgage, LLC
31440 Northwestern Hwy., Ste. 145
Farmington Hills, MI 48334-5422
(248) 939-8198
ghansz@trottlaw.com

STIPULATED FINAL ORDER FOR PAYMENT OF JUST COMPENSATION AND
STATUTORY ATTORNEY FEES AND SURRENDER OF POSSESSION AND
VESTING OF TITLE

At a hearing of said Court held
In the Courthouse in the City of
Pontiac, Oakland County, MI
on: _____

PRESENT: HONORABLE DANIEL P. O'BRIEN, CIRCUIT JUDGE

The City of Troy ("Troy") filed this lawsuit to exercise the power of eminent domain. Since all the Defendants have been served with a copy of the complaint as authorized by the provisions of Act 87, PA 1980, MCL 213.51, *et seq.*, and since no Defendant has filed a motion to challenge the necessity of the acquisition of the property within the time period prescribed by the aforementioned Act 87, PA 1980, and since all parties have stipulated to entry of this Order, now therefore,

IT IS ORDERED:

1. Title to a permanent easement for public utilities and public service facilities and a regrading and temporary construction permit as described in the Complaint and Declaration of Taking ("Property") has vested in Plaintiff, Troy, by eminent domain, under the valid and proper operation of law, including Act 87, PA 1980. The Property is described in the attached Exhibit A. The easements acquired are attached as Exhibit B.

2. Pursuant to the public utilities and public service facilities easement, Troy shall have the right to access, construct, reconstruct, modify, operate maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace public utilities and public service facilities on the permanent easement for public utilities and public service facilities. The premises disturbed by the exercise of the foregoing actions shall be reasonably restored to its original condition by Troy.

3. Pursuant to the regrading and temporary construction permit, Troy shall

during the construction of and for a period of six (6) months after completion of the Rochester Road Improvement Project, Barclay to Trinway, Project #02.206.5 have the right to move men, equipment and materials on and through, and to store equipment, materials, and excavated matter on the area of the Temporary Construction Permit. Any premises disturbed by the exercise of any of the foregoing actions shall be reasonably restored to its original condition by Troy.

4. In addition to the restoration requirements referenced in paragraphs 2 and 3, Troy shall provide two curb cuts to accommodate the existing horseshoe driveway on the premises and the mature evergreen tree in the area of the regrading and temporary construction permit shall be preserved, and Troy shall restore the brick walkway in the area of the regrading and temporary construction permit.

5. Troy shall pay just compensation in the amount of \$43,660. This amount shall be paid within 21 days after entry of this order. This amount shall be paid as follows: \$33,202 to Defendant Craig Cassani via a check payable to him and tendered to Stephon B. Bagne, Esq., and \$10,458 to Mortgage Electronic Registrations Systems, Inc. as Nominee to Nationstar Mortgage, LLC in a check payable as directed by its counsel and tendered to Gary Hansz, Esq. Troy shall also pay \$10,353 in attorney fees via a check payable to Clark Hill PLC and tendered to Stephon B. Bagne, Esq..

6. Any amounts currently due as taxes or assessments as of the date of this Order, if any, on the Property may be deducted by the City of Troy from the portion payable to Craig Cassani prior to the delivery of the estimated compensation pursuant to MCL 213.291 and other applicable law.

7. Actual physical possession of the Property is surrendered to the City of Troy, without further judicial process, on the date of this order.

9. A copy of this order shall be recorded with the Oakland County Register of Deeds by the City with a recorded copy provided to Cassani's counsel. Any discrepancy between the terms of this Order and the Declaration of Taking recorded at Liber 60039, Page 195, Oakland County Records, including specifically without limitation any discrepancy regarding the nature of the interest that the City acquired as an easement and a permit rather than fee simple title, shall be governed by this Order.

10. THIS IS A FINAL ORDER AND CLOSES THE CASE.

Circuit Judge

Exempt under MCL 207.505(j) and MCL 207.526(l). After Recording Return to City Clerk, City of Troy, 500 W. Big Beaver Rd., Troy, MI 48084

I stipulate to entry of the above order:

Allan T. Motzny (P37580)
Attorney for Plaintiff
motznyat@troymi.gov

Stephon B. Bagne (P68650)
Attorney for Defendant
Craig Cassani
Sbagne@clarkhill.com

Gary Hansz (P44956)
Attorney for Defendant Mortgage
Electronic Registrations Systems, as
Nominee for Nationstar Mortgage, LLC
ghansz@trottlaw.com

Exhibit A

ROCHESTER ROAD
BARCLAY TO TRINWAY
PROJECT NO. 02.206.5
PARCEL #85

**DESCRIPTION OF PERMANENT EASEMENT FOR PUBLIC UTILITIES AND
PUBLIC SERVICE FACILITIES:**

THE WEST 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

PART OF SOUTHWEST ¼ OF SECTION 11, T.2N., R.11E., CITY OF TROY,
OAKLAND COUNTY, MICHIGAN DESCRIBED AS THE EAST 250 FEET OF THE
WEST 265 FEET OF THE SOUTH HALF OF LOT 6 IN "GOLF STREAM SUB", AS
RECORDED IN LIBER 49, PAGE 57, OAKLAND COUNTY RECORDS.

CONTAINS 1,317 SQUARE FEET

**DESCRIPTION OF REGRADING AND TEMPORARY CONSTRUCTION
PERMIT:**

THE EAST 20 FEET OF THE WEST 30 FEET OF THE FOLLOWING
DESCRIBED PARCEL

PART OF SOUTHWEST ¼ OF SECTION 11, T.2N., R.11E., CITY OF TROY,
OAKLAND COUNTY, MICHIGAN DESCRIBED AS THE EAST 250 FEET OF THE
WEST 265 FEET OF THE SOUTH HALF OF LOT 6 IN "GOLF STREAM SUB", AS
RECORDED IN LIBER 49, PAGE 57, OAKLAND COUNTY RECORDS.

CONTAINS 2,634 SQUARE FEET

TAX ITEM NUMBER: #88-20-11-301-010

4/25/2023 1:36 PM

V:\201607\20160715\F\Property\Easements\20160715_Parcel85_2014301010.dwg

Piggott, Robert

UTILITY EASEMENT

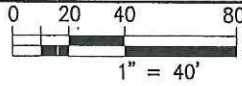
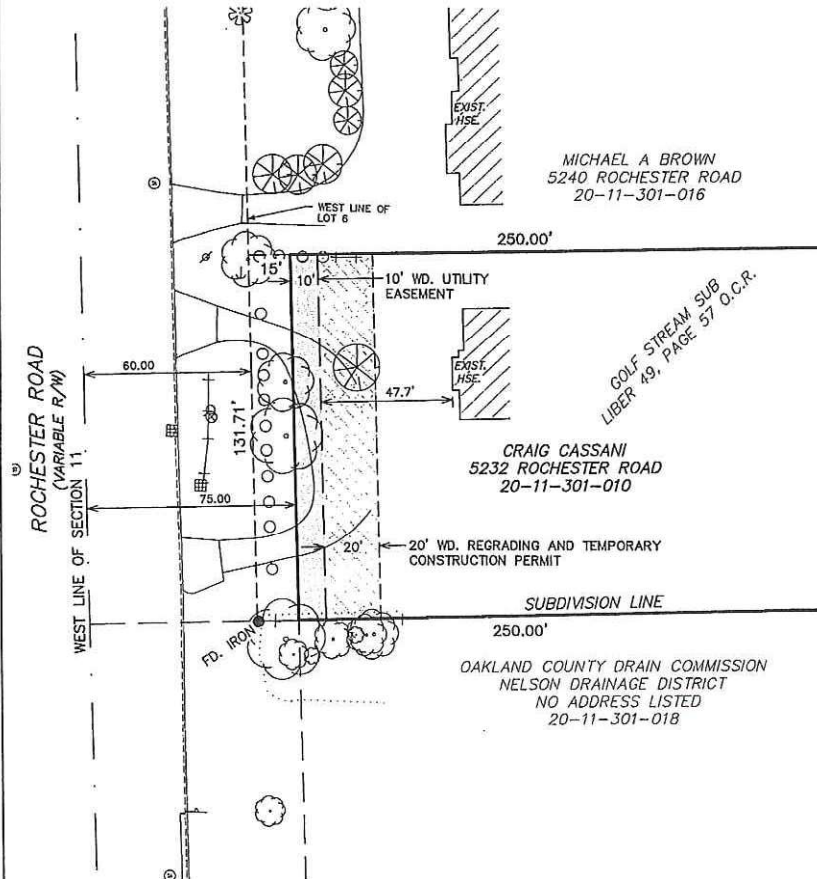


EXHIBIT "B"
PARCEL 85



NOTE:
ENTIRE PROPERTY IS NOT SHOWN.



LEGEND:

TOTAL PROPERTY = 32,883 SQ. FT.
UTILITY EASEMENT = 1,317 SQ. FT.
REGRAIDING AND TEMPORARY CONSTRUCTION PERMIT = 2,634 SQ. FT.

UTILITY EASEMENT

REGRAIDING AND TEMPORARY CONSTRUCTION PERMIT



REV. 04/25/23

JOB NO.
20160715
DATE
01/16/23

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

655 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st Floor): (248) 454-6312
FAX (2nd Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

SHEET NO.
2
OF 2



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-14

CITY COUNCIL AGENDA ITEM

Date: June 4, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Work Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request To Rescind a Previous Resolution and Grant a Revised Permanent Easement to Sprague Drain Drainage District – Firefighters Park, Sidwell #88-20-05-300-006

History

In 2022 the City of Troy was awarded no-match funding by the US Environmental Protection Agency (EPA) for a Sprague Drain Habitat Improvement project within Firefighters Park. The project includes invasive species control, construction of a bankfull bench, naturalization of the grass detention basin, creation of bed form diversity, establishment of a native vegetative buffer along an existing swale, and creation of storm outfalls.

In order for this project to proceed, the City needs to grant a permanent easement to the Sprague Drain Drainage District, which is represented by the Oakland County Water Resource Commission. City Council previously granted a permanent easement to the Sprague Drain Drainage District at their May 19, 2025 meeting, Resolution #2025-05-080-J-9.

The City Engineering department and the Oakland County Water Resource Commission (WRC) have met and determined that there needs to be a minor change to the easement document guaranteeing that any future non-structure amenities such as sidewalks, signage or lighting will not adversely impact flows.

Financial

The consideration amount on this document is \$1.00.

Recommendation

City Management recommends that City Council rescind Resolution #2025-05-080-J-9 and approve the revised attached permanent easement consistent with our policy of granting easements for development and improvement purposes, and to authorize the Mayor and City Clerk to execute the revised permanent easement.


Legal Review

The item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



GIS Online

Legend:

 Tax Parcel



Notes:

Firefighters Park
Sprague Drain Drainage District
20-05-300-006

Map Scale: 1=1,424

Created: May 13, 2025



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.

EASEMENT

Parcel No. 1-2025

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF TROY**, a Michigan municipal corporation, GRANTOR, whose address is 500 W. Big Beaver Rd. Troy, MI 48084 for and in consideration of the sum of **ONE DOLLAR (\$1.00)** receipt of which is hereby acknowledged, paid to them by **Jim Nash**, the **OAKLAND COUNTY WATER RESOURCES COMMISSIONER**, as statutory agent for the **SPRAGUE DRAIN DRAINAGE DISTRICT**, pursuant to Act No. 40 of the Public Acts of 1956 ("Michigan Drain Code"), as amended, GRANTEE, whose address is the Office of the Oakland County Water Resources Commissioner ("WRC"), One Public Works Drive, Waterford, Michigan 48328-1907, GRANTOR does hereby grant to the said GRANTEE the right to construct, operate, maintain, repair or replace the **SPRAGUE DRAIN**, in accordance with the terms and conditions set forth herein:

RECITALS:

- A. The GRANTOR is the owner of certain real property described as follows (the "Premises"):

A parcel of land being Part of the South ½ of Section 5, T2N., R11E., City of Troy, Oakland County, Michigan, described as:

Beginning at the South 1/2 of said Section 5; thence N 89°40'08" W 1816.58 feet; thence N 00°36'54" E 1154.60 feet; thence S 89°48'30" E 925.00 feet; thence N 00°11'30" E 730.00 feet; thence N 28°59'24" W 239.31 feet; thence N 53°41'24" W 239.31 feet; thence N 89°48'30" W 520.00 feet; thence N 37°14'16" W 110.07 feet; thence N 05°00'00" W 100.00 feet; thence N 89°02'36" W 150.00 feet; thence N 00°57'24" E 50.00 feet; thence S 89°02'36" E 2201.64 feet; thence S 00°11'06" W 806.47 feet; thence S 18°47'54" E 130.00 feet; thence S 39°01'48" E 282.00 feet; thence S 00°11'06" W 276.00 feet; thence S 40° 40'25" W 405.24 feet; thence S 14°41'21" W 130.00 feet; thence S 00°59'23" W 590.00 feet; thence N 89°48'54" W 180.02 feet to the Point of Beginning, Also beginning at a point distant S 89°02'36" E 670.00 feet and S 00°57'24" W 50.00 feet and S 89°02'36" E 150.00 feet and S 05°00'00" E 100 feet and S 37°14'16" E 110.07 feet and S 89°48'30" E 362.98 feet from the West 1/4 corner of said Section 5: thence S 89°48'30" E 157.02 feet; thence S 53°41'24" E 166.34 feet; thence N 59°29'22" W 47.73 feet; thence N 68°08'55" W 134.59 feet; thence N 78°49'29" W 127.43 feet to the Point of Beginning. Except the South 60 feet there of taken for Square Lake Road.

Sidwell No. 20-05-300-006

Commonly Known As: 1810 West Square Lake Rd. Troy, MI 48098

and,

B. The GRANTEE desires to acquire from the GRANTOR certain rights to the Premises in order to construct, operate, maintain, repair or replace the SPRAGUE DRAIN.

IT IS THEREFORE AGREED:

1. **Grant of a Permanent Easement.** Grantor hereby grants to Grantee a perpetual easement described as follows:

Drain Easement being a part of the South ½ of Section 5, T2N., R11E., City of Troy, Oakland County, Michigan, whose centerline is described as: Commencing at the South 1/4 of said Section 5; thence S 87°15'20" W 178.12 feet along the South line of said Section 5; thence N 02°14'40" W 60.00 feet to a point on the North right of way line of Square Lake Road and the Point of Beginning; thence continuing N 02°14'40" W 40.98 feet; thence N 38° 57' 47" E 74.58 feet; thence N 17° 50' 00" E 36.56 feet; thence N 02° 40' 00" W 502.24 feet; thence N 38° 16' 33" W 98.58 feet; thence N 02° 14' 40" W 549.11 feet; thence N 32° 15' 20" E 120.06 feet; thence N 02° 14' 40" W 102.90 feet; thence N 57° 44' 40" W 82.51 feet; thence N 32° 15' 20" E 80.00 feet; thence S 57° 44' 40" E 127.03 feet; thence S 02° 14' 40" E 1013.00 feet; thence S 47° 14' 40" E 37.00 feet; thence N 87° 45' 20" E 140.00 feet; thence S 02° 14' 40" E 462.76 feet to a point on the North right of way line of said Square Lake Road; thence along said right of way S 87° 06' 16" W 138.66 feet and continuing along said right of way S 87° 15' 20" W 177.52 feet to the Point of Beginning.

2. **Purpose of the Easement.** The permanent easement granted herein shall be used for the purpose of the operation, maintenance, repair or replacement of the DRAIN constructed in accordance with the plans and specifications approved by the GRANTEE.

3. **General Conditions.**

- a. GRANTOR agrees not to build or convey to others permission to build any permanent structures on the above-described permanent easement unless GRANTEE otherwise agrees in writing in advance. Permanent structures include but are not limited to fixtures, structures with footings, culverts, dams, bridges, and structures of a similar nature. Permanent structures do not include trails (at-grade), sidewalks (at-grade), disc golf amenities, park signage, lighting, and benches so long as flows are not adversely impacted. GRANTOR agrees that GRANTEE will not be responsible for the costs for destruction, removal or replacement of any permanent fixture caused by GRANTEE's exercise of its powers under this Easement.

- b. Except as otherwise agreed in writing between the GRANTOR and GRANTEE, and to the extent that removal is required for the exercise of its powers under this Easement, GRANTEE may remove all trees and shrubbery within the permanent easement and shall not be required to replace trees and shrubbery that are removed.

- c. Except as otherwise provided herein, if the Premises shall be disturbed by reason of the exercise of any of the foregoing powers, then the Premises shall be restored to substantially the condition that existed prior to entering upon said Premises by the Grantee, its contractors, agents or assigns.

- d. GRANTOR retains, reserves, and shall continue to enjoy the use of the permanent easement for any and all purposes which do not interfere with, obstruct the use of or prevent the use by GRANTEE. Any unauthorized use or obstruction may be removed by GRANTEE in accordance with the procedures set forth in the Drain Code.

e. It is understood that the easement, rights, and privileges granted herein are nonexclusive, and GRANTOR reserves and retains the right to convey similar easements and rights to such other persons as GRANTOR may deem proper provided such similar easements do not affect GRANTEE'S Easement.

f. This Easement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, representatives, successors and assigns.

g. A map of the above-described Easement is attached hereto and made a part thereof (Exhibit A).

h. This instrument contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Easement must be in writing and must be signed by the party to be charged.

i. This Easement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Easement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

j. It is further understood and agreed between the Parties that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between GRANTOR and GRANTEE in any way related to the subject matter hereof, except as expressly stated herein.

k. If any provision of this Easement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

l. It is understood and agreed between the Parties that a failure by either Party to fulfill a condition or term set forth in this Easement shall not result in the extinguishment of the easement rights granted herein or constitute a waiver of such term or condition.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the GRANTOR has hereunto affixed their signatures
this _____ day of _____, 2025.

CITY OF TROY, a Michigan municipal
corporation

_____(L.S.)
By: Ethan Baker
Its: Mayor

_____(L.S.)
By: M. Aileen Dickson
Its: Clerk

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 2025, before me, a Notary Public in and for
said County, personally appeared **Ethan Baker** and **M. Aileen Dickson** to me
personally known, who being by me duly sworn did say that they are the **Mayor** and
Clerk of the **City of Troy**, a Michigan Municipal Corporation, a corporation created and
existing under the laws of the **State of Michigan**, and that the said Easement Grant was
signed and sealed in behalf of said corporation by authority of its City Council, and the
said **Mayor** and **Clerk** acknowledged the said instrument to be the free act and deed of
the said Corporation.

Notary Public

County, _____
My Commission Expires: _____
Acting in the County of _____

This instrument drafted by:
Jeffrey S. Parrott, Supervisor Right of Way
Office of the Oakland County Water Resources Commissioner
Building 95 West
One Public Works Drive
Waterford, Michigan 48328-1907

3/25/2025 3:48 PM

HRC_OLW_Clr.CTB

v:\202204\20220482\F\Property\20220482 ES02.dwg

PRINTED Hebert Dave DRAWN

SPRAGUE DRAIN BRAIN EXTENSION
BOOK 5, PAGE 35

N57° 44' 40"W 82.51'

N2° 14' 40"W 102.90'

N32° 15' 20"E 120.06'



SCALE: 1" = 200'



CITY OF TROY –
FIREFIGHTERS PARK
1810 W SQUARE LAKE ROAD
20-05-300-006

N38° 16' 33"W 98.58'

PORTION OF SPRAGUE DRAIN BRANCH
EXTENSION TO BE RELEASED

50.00'

SPRAGUE DRAIN BRANCH
EXTENSION EASEMENT

S47° 14' 40"E 37.00'

N87° 45' 20"E
140.00'

N17° 50' 00"E 36.56'

N38° 57' 47"E 74.58'

N2° 14' 40"W 40.98'

60' R.O.W. LINE

P.O.B.

S87° 15' 20"W

177.52'

S87° 06' 16"W

138.66'

N02° 14' 40"W 60.00'

S87° 15' 20"W

178.12'

SOUTH 1/4 SEC. 5
T.2N., R.11E., CITY OF TROY
OAKLAND COUNTY, MICHIGAN.

W SQUARE LAKE ROAD

EXHIBIT "A"

REV. 3/25/25

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303-0824

JOB NO.
20220482

DATE
8/4/23

SPRAGUE DRAIN BRAIN EXTENSION
EASEMENT

FIGURE NO.

1

OF 1

January 28, 2025. The meeting was held at Troy City Hall Lower Level Board Room at 6:00 pm. Edward Chezick called the meeting to order at 6:04 PM.

[illegible]

Global Troy Advisory Committee Minutes – January 28, 2025

Regular Business

A. Election of Vice Chair

Motion: Syeda Mohideen

Second: Lisa Bica-Grodsky

RESOLVED, that the Global Troy Advisory Committee elects Edward Chezick as Vice Chair.

Yeas: 9

Nays: 0

B. 2025 Meeting Dates

Motion: Daniela Natcheva

Second: Awni Fakhoury

RESOLVED, that the Global Troy Advisory Committee adopt the 2025 Meeting Schedule:

January 28

March 18

May 20

July 15

September 16

November 11

Yeas: 9

Nays: 0

C. Strategic Planning

The board discussed the need for further conversation about goals, objectives, and the purpose of Global Troy. It was requested that staff send a copy of the bylaws to the committee so that they may review it and present potential amendments. The need for consistent attendance was stressed.

D. Arts and Culture

The board discussed examples of art programs that the board could consider when thinking about Global Troy's future objectives. These included programs where the board would curate diverse art to display at municipal buildings.

Global Troy Advisory Committee Minutes – January 28, 2025

E. Subcommittees and International Day

Lisa Bica-Grotsky discussed 2024 Troy Daze / International Day and its success. There were 18 acts that performed for International Day and GTAC won the enthusiasm trophy for the Troy Daze parade. For the coming year, Lisa indicated that a new stage will be built and that the team would need to ensure they have access, like years past, to the storage room for changing. It was also discussed that performing acts should be guaranteed to be tied to culture.

The 2025 International Day Subcommittee was discussed, and will consist of:

Carolina Noguez-Ortiz

Yudong Zhou

Lisa Bica-Grotsky

Philippe Cicchini

Syeda Mohideen

Board Comment

The board discussed a desire to make a statement regarding federal immigration policy. It was determined that a draft statement would be written by members of the board and submitted to staff, the rest of the board, and the Mayor in order to determine what steps may be able to be taken for the board to make an official statement.

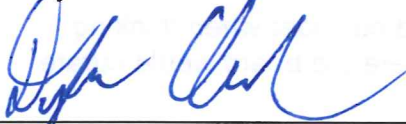
Public Comment

F. None

The meeting was Adjourned at 7:21 PM.



Chair Mayor Ethan Baker



Dylan Clark, Management Analyst

A Meeting of the Civil Service Commission (Act 78) was held Wednesday, April 9, 2025 at Troy City Hall, 500 W. Big Beaver Road in the Council Board Room. Chairman/President McGinnis called the meeting to order at 8:33 AM.

A. **ROLL CALL:** Chairman/President Donald E. McGinnis, Jr.
Commissioner David Cannon
Commissioner John Steele - Absent

B. **APPROVAL OF MINUTES:**

1. **Approval of Minutes of Thursday, February 6, 2025**

Suggested Resolution

Resolution #CSC-2025-04-003

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Thursday, February 6, 2025, meeting as corrected.

Yes: Cannon, McGinnis

No: None

Absent: Steele

MOTION CARRIED

C. **PETITIONS AND COMMUNICATIONS:** None

D. **REPORTS:** None

E. **OLD BUSINESS:** None

F. **NEW BUSINESS:**

1. **Approval of Eligible List for Police Officer**

Resolution #CSC-2025-04-004

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) **APPROVES** the eligible list for Police Officer as **PRESENTED**.

Yes: McGinnis, Cannon
No: None
Absent: Steele

MOTION CARRIED

2. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Sergeant

Resolution #CSC-2025-04-005
Moved by Cannon
Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Sergeant as **PRESENTED**.

Yes: Cannon, McGinnis
No: None
Absent: Steele

MOTION CARRIED

3. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Officer

Resolution #CSC-2025-04-006
Moved by Cannon
Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Officer as **PRESENTED**.

Yes: McGinnis, Cannon
No: None
Absent: Steele

MOTION CARRIED

G. PUBLIC COMMENT:

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 8:37 AM.



Donald E. McGinnis, Jr., Chairman



Cheryl A. Stewart, Deputy City Clerk

On April 15, 2025, at 7:00 p.m., Chair Bossenbroek called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Michael Bossenbroek
Barbara Chambers
Thomas Desmond
David Eisenbacher
Tyler Fox
Aaron Green

Also Present:

Paul Evans, Zoning and Compliance Specialist
Julie Quinlan-Dufrane, Assistant City Attorney

2. PROCEDURE- read by Vice Chair Desmond

3. APPROVAL OF MINUTES – November 19, 2024

Moved by Chambers
Second by Eisenbacher

RESOLVED, to approve the November 19, 2024 draft minutes.

Yes: All

MOTION PASSED

4. APPROVAL OF AGENDA –

Moved by Desmond
Second by Green

RESOLVED, at applicant's request, to postpone item 5A to the May 20, 2025 meeting.

Yes: All

MOTION PASSED

5. HEARING OF CASE:

363 W. Big Beaver, John Marusich, Marusich Architecture for Frank Simon, 363 Big Beaver LLC – A variance request to allow a residential apartment tower addition be set back zero feet from the rear property line, where the Zoning Ordinance requires a 40 foot set back.

Moved by Fox
Second by Desmond

RESOLVED, at applicant's request, to postpone to May 20, 2025 meeting.

Yes: All

MOTION PASSED

6. COMMUNICATIONS – None

7. MISCELLANEOUS BUSINESS - None

8. PUBLIC COMMENT –None

9. ADJOURNMENT –The Zoning Board of Appeals meeting ADJOURNED at 7:16 p.m.

Respectfully submitted,



Michael Bossenbroek, Chair



Paul Evans, Zoning & Compliance Specialist



500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02a

CITY COUNCIL AGENDA ITEM

Date: June 4, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Emily Dumas, Library Director
Phillip Kwik, Assistant Library Director

Subject: Troy Public Library Space Needs & Benchmarks Planning Memo

Since March 2023, the Troy Public Library has been working with ReThinking Libraries (RTL) on a community-driven Strategic Plan for the Library's future. As part of this Plan, RTL conducted an initial evaluation of the Library's space needs in October 2023. As a result of this process, the City of Troy has been actively moving toward a plan to expand Library space.

This year, as the City begins an in-depth discussion of Library needs leading up to a potential bond proposal for voters, a more thorough analysis of space requirements became necessary. This was reinforced during a recent joint meeting of the City Council and Planning Commission, where officials expressed concerns about ensuring that any expanded Library space would be adequate for today's and future needs.

To address the issue of an appropriately sized library for the Troy community, RTL conducted a detailed comparative review of fifty communities nationwide that closely resemble Troy, including the Michigan cities of Dearborn, Farmington, Flint, Livonia, Novi, Rochester Hills, Southfield, West Bloomfield, and Ypsilanti.

Based on this research, ReThinking Libraries recommends that, at minimum, a new Troy Public Library should span 100,000 square feet, though an optimal size of 110,000 square feet would better align with comparable libraries and accommodate Troy's future 30-year population growth estimates. RTL writes that "with a properly sized, state-of-the-art facility offering ample space, resources, and amenities, the Library has the potential to become a premier destination and one of the most highly utilized public libraries in the nation."



Space Needs & Benchmarks Planning Memo

Prepared by
ReThinking Libraries, LLC

May 2025 – Version 4

Executive Summary

As a result of the community-driven strategic planning process for the Troy Public Library, the City of Troy has been actively working toward replacing its current library facility. ReThinking Libraries (RTL), which led the strategic planning process, has been collaborating with the City and the Library throughout this initiative.

During the initial assessment phase, a preliminary high-level evaluation of the Library's space needs was conducted. However, as the City progressed into a more in-depth concept development phase—leading up to a proposal for voters—it became evident that a more thorough analysis of space requirements was necessary. This concern was reinforced during a recent joint meeting of the City Council and Planning Commission, where officials expressed uncertainty about whether the proposed design would be adequately sized.

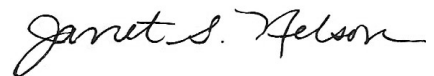
To address this issue, RTL conducted a detailed comparative review of fifty communities nationwide that closely resemble Troy and its library setup. From this broader pool, five particularly relevant communities were selected for a more in-depth comparison.

Based on this research, RTL has developed updated recommendations for the new library's size, ensuring it can effectively serve the community over the next 30 years. At minimum, the library should span 100,000 square feet, though an optimal size of 110,000 square feet would better align with comparable libraries and accommodate Troy's future growth.

Despite operating within an undersized and outdated facility lacking modern amenities, the Troy Public Library is already one of the busiest public libraries in the country. With a properly sized, state-of-the-art facility offering ample space, resources, and amenities, the Library has the potential to become a premier destination and one of the most highly utilized public libraries in the nation.



Rob Cullin
Managing Principal, Co-Founder
ReThinking Libraries, LLC



Janet Nelson
Principal, Co-Founder
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Data and Analysis Overview

The following tables and recommendations are generated from an updated Benchmark analysis with 50 communities across the nation that, in RTL's view, are the MOST comparable to Troy.

- All are suburban metro cities and districts (though mostly cities).
 - All are highly similar communities to Troy (similar mix/balance of residential, retail, and commercial build-out).
 - Most are mid- and upper-scale socioeconomic communities (median household incomes over \$100,000 with average home values well over \$300,000).
 - Most have some level of diversity (10% or more non-white).
 - All put a high value on education and are in a similar population size range to Troy.
- RTL consultants have visited over 40 of the 50 districts personally (most within the last 15 years) and can attest to their relative similarity to Troy.
- RTL has done library consulting work with 10 of these 50 cities/districts over the firm's 20-year history.

The 50 libraries have been sorted into 2 groups/cohorts:

- ☐ Single Fixed Outlet
- ☐ Multiple Fixed Outlets (none more than 3 total)
- For the purposes here, we are not counting bookmobiles as outlets
- Key data points are:
 - Population served
 - Total square feet of space
 - Square feet of space per capita
 - Total operating expense per capita
- Usage data points are also shown for additional context.
- This is the IMLS 2023 data set, which primarily represents Fiscal 2022 data.
 - This means most libraries were still COVID-impacted in terms of usage levels.

See the full tables of comparable libraries at the end

Specific Comparisons

RTL has identified a few specific communities we believe are worth a deeper comparison.

- ***Novi, Michigan***

- Though slightly smaller in population at 66,000, Novi is highly similar to Troy socioeconomically.
- Their library at **59,314 sq ft (0.9 sq ft/capita)** was shown to be too small to meet their community's needs, especially during after-school periods.
 - These conclusions were drawn by the community and RTL during our strategic planning work with the Novi Public Library in 2023.

- ***West Bloomfield, Michigan***

- Probably the most different in this list of communities, and also slightly smaller, with a population of 72,000. West Bloomfield still has many similarities to Troy.
- The township has two library locations at **64,000** and **12,000 sq ft**, putting them at **1.0 sq ft/capita**.

- ***Carmel-Clay, Indiana (Indianapolis Suburb)***

- A very similar community to Troy, though slightly larger in population and geographic size, with just slightly higher economic indicators. (99K population).
- CCPL has a main library of **131,749 sq ft** and a small express branch at **5,000 sq ft**, providing **1.37 sq ft/capita**.
- Their main library was recently expanded and renovated to this level (the tables reflect their pre-expansion size of 116,000 sq ft).

- ***Hamilton East, Indiana (Fishers & Noblesville -- Indianapolis Suburbs)***

- These are two separate communities that are joined together in a single library district. Both communities are highly similar to Troy.
- Fishers (104,000 population) has a library of **100,000 sq ft** and Noblesville (70,000 population) has a library of **102,160 sq ft**; together they provide **1.16 sq ft/capita** overall to the District.
- Both facilities have received major renovations and/or minor expansions in the last few years.

- ***Westerville, Ohio (Columbus Suburbs)***

- Just slightly larger at a 100,000 population, with a similar socioeconomic level.
- Their library comes in at **102,500 sq ft**, putting them at **1.02 sq ft/capita**.

Size

- Square Feet Per Capita: BOTH cohorts (single outlet and multi-outlet) from the benchmarks come in at **1.1 sq ft/capita**.
 - TPL currently stands at **0.6 sq ft/capita**.
 - **90,000 sq ft** (initial design level) would place TPL at **1.03 sq ft/capita** based on Troy's current 87,339 estimated population.
 - The largest library by capita is Skokie, IL, at **2.0 sq ft/capita**.
 - Troy currently is the smallest per capita by a wide margin; Rochester Hills, MI, is the next smallest at **0.7 sq ft/capita**.
 - The Troy community is approaching its build-out population capacity. RTL's estimate for the likely build-out population level within the next 30 years is below 100,000.
 - The needed size based on this average would be **110,000 sq ft** at **1.1 sq ft/capita**

Usage

- The usage data reflects some of the high busyness of TPL, which we've spoken to throughout our involvement with the Library.
 - TPL is above average in visits/open-hour, visits/sq ft, circulation/capita, youth circulation/capita, and nearly double the physical circulation/sq ft.
- What this data does not reflect is the significantly higher-than-average user dwell times we see at TPL. Unfortunately, there is no good way to capture that in the data.
 - Our anecdotal observations are that Troy Library users have some of the highest dwell times we've ever encountered, with over 90% of tables used during most open hours, and most users at those tables present for multiple hours.
- This overall high usage is present despite the library building being too small and being well below average in terms of amenities (e.g., lacks study rooms).
- Also worth noting, our anecdotal experience has been that TPL usage has appeared to rebound better post-COVID than many of our other clients or libraries we have visited in the last couple of years, so current usage levels for TPL are likely even higher in comparison than these 2023 dataset benchmarks reflect.

Costs

- TPL is highly efficient at delivering services with well below average costs per visit and costs per circulation.

RTL's bottom line:
TPL is busier compared to most libraries,
even beyond what the numeric usage
data already reflects, and in a largely inferior
building to most of these comparable libraries.

Recommendations

- The Troy Public Library is already a very busy library despite a building that is well below average, insufficient in space and amenities, and certainly not designed in a way to be a local destination.
- Given that this building is designed to sufficiently serve the Troy community for the long-term future, we find that TPL should be targeting:
 - At a very minimum, **1.0 sq ft/capita** based on a community full build-out size, RTL's assumption for Troy is around a 100,000 population.
 - We believe the ideal target level would be about **1.1 sq ft/capita**.
- Given these targets, RTL recommends to the City of Troy the following for the new Public Library:
 - The minimum size that should be considered is **100,000 square feet**.
 - A more ideal size to accommodate the high busyness level of TPL, future community growth, and get closer to the overall average of communities similar to Troy would be **110,000 square feet**.

RTL firmly believes that a new TPL building, appropriately sized and designed with the proposed approach and aesthetic by project architects HBM, would become one of the busiest Public Libraries in the country.

It would not only serve the existing library needs of users and residents but would also become a true destination within the community, which would draw even more residents and users into the library daily.

RTL Clients	State	Library Name	Legal Service Population	Central Library	Branch Libraries	Book Mobiles	Total Outlets	Total Square Feet	Total SqFt / Capita	Total OpEx / Capita	TotOpEx / Visit	Physical Circ / Visit
RTL	MI	TROY PUBLIC LIBRARY	87,294	1	0	1	2	50,000	0.6	\$ 52	\$ 22	3.3
		Single Outlet Comparisons	86,288					85,039	1.1	\$ 74	\$ 37	2.9
		Multi-Outlet Comparisons	92,844					102,717	1.1	\$ 78	\$ 26	2.4
		Full 50 Library Comparison Average	86,288					95,292	1.1	\$ 76	\$ 31	2.6
	AR	FAYETTEVILLE PUBLIC LIBRARY	87,590	1	0	0	1	170,500	1.9	\$ 57	\$ 12	1.7
	IL	SKOKIE PUBLIC LIBRARY	67,824	1	0	1	2	133,186	2.0	\$ 166	\$ 32	3.3
	MI	SOUTHFIELD PUBLIC LIBRARY	80,706	1	0	0	1	124,000	1.5	\$ 66	\$ 144	5.1
	IL	FOUNTAINDALE PUBLIC LIBRARY DISTRICT	67,049	1	0	1	2	110,996	1.7	\$ 173	\$ 49	2.7
	OH	WESTERVILLE PUBLIC LIBRARY	100,042	1	0	0	1	102,500	1.0	\$ 85	\$ 28	3.9
	MA	NEWTON FREE LIBRARY	88,923	1	0	0	1	91,921	1.0	\$ 64	\$ 19	3.8
	MI	FLINT PUBLIC LIBRARY	81,252	1	0	0	1	90,000	1.1	\$ 43	\$ 138	2.1
	AL	HOOVER PUBLIC LIBRARY	85,959	1	0	0	1	85,000	1.0	\$ 91	\$ 23	2.8
	NC	HIGH POINT PUBLIC LIBRARY	114,594	1	0	1	2	83,436	0.7	\$ 49	\$ 40	2.1
	IL	DES PLAINES PUBLIC LIBRARY	60,675	1	0	0	1	82,500	1.4	\$ 101	\$ 35	3.6
	NY	WHITE PLAINS PUBLIC LIBRARY	59,559	1	0	0	1	82,000	1.4	\$ 98	\$ 45	1.7
	IN	HAMMOND PUBLIC LIBRARY	77,879	1	0	0	1	78,000	1.0	\$ 45	\$ 31	1.0
	MI	ROCHESTER HILLS PUBLIC LIBRARY	109,402	1	0	2	3	76,592	0.7	\$ 40	\$ 19	4.9
	NJ	CHERRY HILL FREE PUBLIC LIBRARY	74,553	1	0	0	1	72,000	1.0	\$ 46	\$ 21	1.6
RTL	IL	NILES-MAINE DISTRICT LIBRARY	59,181	1	0	0	1	65,193	1.1	\$ 94	\$ 32	3.4
	NC	CHAPEL HILL PUBLIC LIBRARY	61,789	1	0	0	1	63,305	1.0	\$ 55	\$ 15	4.9
RTL	MI	NOVI PUBLIC LIBRARY	66,403	1	0	0	1	59,314	0.9	\$ 49	\$ 13	3.0
	CO	LOVELAND PUBLIC LIBRARY	75,938	1	0	0	1	57,300	0.8	\$ 44	\$ 15	3.1
	IL	WARREN-NEWPORT PUBLIC LIBRARY DISTRICT	66,477	1	0	1	2	57,286	0.9	\$ 87	\$ 37	2.4
RTL	IA	WEST DES MOINES PUBLIC LIBRARY	69,178	1	0	0	1	51,962	0.8	\$ 55	\$ 15	2.5
RTL	FL	DELRAY BEACH LIBRARY	66,948	1	0	0	1	48,826	0.7	\$ 39	\$ 9	0.4

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		Multi-Outlet Comparisons	92,844					102,717	1.1	\$ 78	\$ 26	2.4
		Full 50 Library Comparison Average	86,288					95,292	1.1	\$ 76	\$ 31	2.6
RTL	IN	HAMILTON EAST PUBLIC LIBRARY	180,617	1	1	0	2	197,160	1.1	\$ 47	\$ 27	5.5
	IL	SCHAUMBURG TOWNSHIP DISTRICT LIB	130,345	1	2	0	3	185,751	1.4	\$ 107	\$ 32	4.1
	IL	GAIL BORDEN PUBLIC LIBRARY DISTRIC	149,907	1	2	1	4	168,741	1.1	\$ 95	\$ 32	2.0
	IL	NAPERVILLE PUBLIC LIBRARY	149,540	1	2	0	3	168,300	1.1	\$ 101	\$ 17	3.1
	IL	ARLINGTON HEIGHTS MEMORIAL LIBRA	77,676	1	2	1	4	142,205	1.8	\$ 171	\$ 31	3.2
	IN	MISHAWAKA-PENN-HARRIS PUBLIC LIBI	93,095	1	2	0	3	124,751	1.3	\$ 57	\$ 34	3.6
	IN	CARMEL CLAY PUBLIC LIBRARY	99,093	1	1	0	2	121,385	1.2	\$ 125	\$ 44	4.4
RTL	CT	GREENWICH LIBRARY	63,514	1	2	0	3	119,475	1.9	\$ 160	\$ 32	1.9
	IL	EVANSTON PUBLIC LIBRARY	78,110	1	1	0	2	118,000	1.5	\$ 100	\$ 36	3.3
	CA	PALOS VERDES LIBRARY DISTRICT	66,636	1	2	0	3	113,000	1.7	\$ 133	\$ 16	1.4
	MI	DEARBORN PUBLIC LIBRARY	109,976	1	2	0	3	105,777	1.0	\$ 76	\$ 42	0.8
	CA	SAN MATEO PUBLIC LIBRARY	107,576	1	2	0	3	105,603	1.0	\$ 71	\$ 30	3.0
	IL	POPLAR CREEK PUBLIC LIBRARY DISTR	65,645	1	1	0	2	101,680	1.5	\$ 66	\$ 34	1.6
	IL	PALATINE PUBLIC LIBRARY DISTRICT	89,395	1	2	0	3	98,478	1.1	\$ 73	\$ 25	3.8
	MI	FARMINGTON COMMUNITY LIBRARY	95,583	1	1	0	2	90,000	0.9	\$ 54	\$ 19	2.6
RTL	CO	WESTMINSTER PUBLIC LIBRARY	115,535	1	1	0	2	87,000	0.8	\$ 37	\$ 30	1.8
	CA	SAN LEANDRO PUBLIC LIBRARY	88,404	1	1	0	2	84,734	1.0	\$ 77	\$ 55	2.1
	FL	BOCA RATON PUBLIC LIBRARY	98,046	1	1	1	3	82,898	0.8	\$ 59	\$ 17	1.5
RTL	MI	YPSILANTI DISTRICT LIBRARY	88,021	1	2	1	4	79,796	0.9	\$ 51	\$ 24	2.3
	CA	BURBANK PUBLIC LIBRARY	105,451	1	2	0	3	79,190	0.8	\$ 72	\$ 20	1.6
	MI	WEST BLOOMFIELD TOWNSHIP PUBLIC	72,613	1	1	0	2	76,000	1.0	\$ 71	\$ 11	2.7
	CT	WEST HARTFORD PUBLIC LIBRARY	63,973	1	2	0	3	74,300	1.2	\$ 54	\$ 19	2.7
	MI	LIVONIA PUBLIC LIBRARY	95,535	1	2	0	3	73,440	0.8	\$ 39	\$ 30	2.6
	MA	FRAMINGHAM PUBLIC LIBRARY	72,362	1	1	0	2	70,000	1.0	\$ 43	\$ 10	1.4
	AR	NORTH LITTLE ROCK PUBLIC LIBRARY S	65,903	1	1	0	2	65,000	1.0	\$ 56	\$ 18	0.4
	CA	REDONDO BEACH PUBLIC LIBRARY	68,972	1	1	0	2	62,287	0.9	\$ 57	\$ 29	2.6
RTL	OH	WASHINGTON-CENTERVILLE PUBLIC LI	59,771	1	2	0	3	62,240	1.0	\$ 114	\$ 20	3.4
	NY	NEW ROCHELLE PUBLIC LIBRARY	79,726	1	1	0	2	61,875	0.8	\$ 72	\$ 8	0.1
	IN	JEFFERSONVILLE TOWNSHIP PUBLIC LI	61,469	1	1	0	2	59,718	1.0	\$ 38	\$ 15	0.9

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MI	TROY PUBLIC LIBRARY	87,294	0.6	\$ 52	63	2.4	4.2	2.1	3.7	3.9	10.3	18	\$ 5.1	4.4	8.1	14
	Single Outlet Comparisons	86,288	1.1	\$ 74	65	2.9	2.8	3.1	2.9	2.7	10.2	15	\$ 11.1	4.3	8.2	8
	Multi-Outlet Comparisons	92,844	1.1	\$ 78	48	3.5	3.2	2.9	2.7	2.7	10.0	14	\$ 11.0	4.0	7.9	7
	Full 50 Library Comparison Average	86,288	1.1	\$ 76	55	3.2	3.0	3.0	2.8	2.7	10.1	15	\$ 11.0	4.1	8.0	7
AR	FAYETTEVILLE PUBLIC LIBRARY	87,590	1.9	\$ 57	141	4.9	2.5	3.4	1.8	2.4	12	11	\$ 4.8	4.6	8.4	4
IL	SKOKIE PUBLIC LIBRARY	67,824	2.0	\$ 166	76	5.2	2.6	5.0	2.6	3.4	18	11	\$ 9.0	9.4	17	9
MI	SOUTHFIELD PUBLIC LIBRARY	80,706	1.5	\$ 66	14	0.5	0.3	2.8	1.8	0.8	2.9	5.5	\$ 23	1.2	2.3	2
IL	FOUNTAINDALE PUBLIC LIBRARY DISTR	67,049	1.7	\$ 173	48	3.5	2.1	3.5	2.1	2.8	11	8.4	\$ 16	4.8	9.4	6
OH	WESTERVILLE PUBLIC LIBRARY	100,042	1.0	\$ 85	85	3.1	3.0	2.6	2.6	4.6	15	20	\$ 5.5	5.9	12	12
MA	NEWTON FREE LIBRARY	88,923	1.0	\$ 64	90	3.4	3.3	4.8	4.6	2.8	16	23	\$ 4.0	5.5	13	13
MI	FLINT PUBLIC LIBRARY	81,252	1.1	\$ 43	21	0.3	0.3	2.3	2.1	0.3	1.0	2.7	\$ 42	0.4	0.66	0.59
AL	HOOVER PUBLIC LIBRARY	85,959	1.0	\$ 91	102	3.9	4.0	2.6	2.6	4.4	15	18	\$ 6.1	6.7	11	11
NC	HIGH POINT PUBLIC LIBRARY	114,594	0.7	\$ 49	43	1.2	1.7	3.0	4.1	0.9	4.9	9.0	\$ 10	0.9	2.6	4
IL	DES PLAINES PUBLIC LIBRARY	60,675	1.4	\$ 101	47	2.9	2.1	5.0	3.7	2.1	13	14	\$ 7.7	4.1	10	8
NY	WHITE PLAINS PUBLIC LIBRARY	59,559	1.4	\$ 98	42	2.2	1.6	3.6	2.6	1.3	6.0	9.0	\$ 16	1.6	3.8	3
IN	HAMMOND PUBLIC LIBRARY	77,879	1.0	\$ 45	34	1.4	1.4	2.0	2.0	0.7	1.8	4.0	\$ 25	0.5	1.4	1.38
MI	ROCHESTER HILLS PUBLIC LIBRARY	109,402	0.7	\$ 40	40	2.1	3.0	2.7	3.9	3.8	12	24	\$ 3.3	5.0	10	15
NJ	CHERRY HILL FREE PUBLIC LIBRARY	74,553	1.0	\$ 46	56	2.2	2.2	2.1	2.1	1.7	4.1	8.5	\$ 11	1.7	3.4	4
IL	NILES-MAINE DISTRICT LIBRARY	59,181	1.1	\$ 94	53	3.0	2.7	4.5	4.0	2.4	12	14	\$ 8.1	5.4	10	9
NC	CHAPEL HILL PUBLIC LIBRARY	61,789	1.0	\$ 55	92	3.8	3.7	3.4	3.3	5.4	23	38	\$ 2.4	12	19	18
MI	NOVI PUBLIC LIBRARY	66,403	0.9	\$ 49	74	3.8	4.3	2.5	2.8	4.7	13	26	\$ 3.7	6.4	12	13
CO	LOVELAND PUBLIC LIBRARY	75,938	0.8	\$ 44	80	3.0	3.9	1.6	2.1	5.8	12	24	\$ 3.8	4.7	9.2	12
IL	WARREN-NEWPORT PUBLIC LIBRARY D	66,477	0.9	\$ 87	40	2.3	2.7	2.7	3.2	2.1	7.2	9.0	\$ 12	2.4	5.6	7
IA	WEST DES MOINES PUBLIC LIBRARY	69,178	0.8	\$ 55	73	3.6	4.8	2.6	3.5	3.5	11	24	\$ 5.1	5.6	9.1	12
FL	DELRAY BEACH LIBRARY	66,948	0.7	\$ 39	112	4.3	5.9	2.0	2.7	0.9	2.9	11	\$ 13	0.8	1.8	2

State	Library Name	Legal Service Population	Total SqFt / Capita	Total OpEx / Capita	Visits Per Open Hour	Visits / Capita	Visits / Sq Ft	Phys Items / Capita	Phy Items / Sq Ft	Phys Item / Turnover	Total Circulation / Capita	1K Total Circulation / Staff FTE	Total OpEx / Circ.	Youth Circ / Capita	Physical Circulation / Capita	Phys Circulation / Sq Ft
MI	TROY PUBLIC LIBRARY	87,294	0.6	\$ 52	63	2.4	4.2	2.1	3.7	3.9	10.3	18	\$ 5.1	4.4	8.1	14
	Single Outlet Comparisons	86,288	1.1	\$ 74	65	2.9	2.8	3.1	2.9	2.7	10.2	15	\$ 11.1	4.3	8.2	8
	Multi-Outlet Comparisons	92,844	1.1	\$ 78	48	3.5	3.2	2.9	2.7	2.7	10.0	14	\$ 11.0	4.0	7.9	7
	Full 50 Library Comparison Average	86,288	1.1	\$ 76	55	3.2	3.0	3.0	2.8	2.7	10.1	15	\$ 11.0	4.1	8.0	7
IN	HAMILTON EAST PUBLIC LIBRARY	180,617	1.1	\$ 47	45	1.7	1.6	1.9	1.7	5.1	12	32	\$ 3.7	5.7	9.6	9
IL	SCHAUMBURG TOWNSHIP DISTRICT LIB	130,345	1.4	\$ 107	45	3.4	2.4	3.3	2.3	4.4	16	13	\$ 6.9	6.0	14	10
IL	GAIL BORDEN PUBLIC LIBRARY DISTRICT	149,907	1.1	\$ 95	43	3.0	2.6	2.1	1.9	2.8	7.8	8.6	\$ 12	2.7	5.9	5
IL	NAPERVILLE PUBLIC LIBRARY	149,540	1.1	\$ 101	79	5.8	5.2	3.6	3.2	5.0	22	21	\$ 4.6	8.9	18	16
IL	ARLINGTON HEIGHTS MEMORIAL LIBRARY	77,676	1.8	\$ 171	67	5.4	3.0	3.4	1.9	5.4	22	11	\$ 7.9	9.8	17	9
IN	MISHAWAKA-PENN-HARRIS PUBLIC LIBRARY	93,095	1.3	\$ 57	21	1.7	1.2	2.1	1.6	2.8	8.3	16	\$ 6.9	3.5	6.0	5
IN	CARMEL CLAY PUBLIC LIBRARY	99,093	1.2	\$ 125	54	2.8	2.3	2.8	2.3	4.4	16	23	\$ 7.6	7.5	12	10
CT	GREENWICH LIBRARY	63,514	1.9	\$ 160	40	5.1	2.7	4.7	2.5	2.1	14	10	\$ 11	3.8	9.8	5
IL	EVANSTON PUBLIC LIBRARY	78,110	1.5	\$ 100	44	2.8	1.8	5.1	3.4	1.8	12	12	\$ 8.2	4.9	9.0	6
CA	PALOS VERDES LIBRARY DISTRICT	66,636	1.7	\$ 133	78	8.1	4.8	3.0	1.8	3.7	13	14	\$ 10	6.3	11	7
MI	DEARBORN PUBLIC LIBRARY	109,976	1.0	\$ 76	35	1.8	1.9	1.7	1.8	0.9	2.6	5.3	\$ 30	0.9	1.5	2
CA	SAN MATEO PUBLIC LIBRARY	107,576	1.0	\$ 71	34	2.4	2.4	2.6	2.7	2.7	9.1	14	\$ 7.8	1.8	7.0	7
IL	POPLAR CREEK PUBLIC LIBRARY DISTRICT	65,645	1.5	\$ 66	18	1.9	1.3	2.5	1.6	1.3	3.8	4.4	\$ 17	1.7	3.2	2
IL	PALATINE PUBLIC LIBRARY DISTRICT	89,395	1.1	\$ 73	33	2.9	2.7	2.3	2.1	4.9	14	17	\$ 5.3	7.6	11	10
MI	FARMINGTON COMMUNITY LIBRARY	95,583	0.9	\$ 54	40	2.9	3.0	2.8	3.0	2.6	8.6	15	\$ 6.2	4.0	7.4	8
CO	WESTMINSTER PUBLIC LIBRARY	115,535	0.8	\$ 37	29	1.2	1.6	1.7	2.2	1.4	3.4	10	\$ 11	1.2	2.2	3
CA	SAN LEANDRO PUBLIC LIBRARY	88,404	1.0	\$ 77	58	1.4	1.4	3.4	3.6	0.9	3.4	10	\$ 22	1.7	3.0	3
FL	BOCA RATON PUBLIC LIBRARY	98,046	0.8	\$ 59	52	3.5	4.2	2.4	2.9	2.3	9.2	14	\$ 6.4	2.7	5.4	6
MI	YPSILANTI DISTRICT LIBRARY	88,021	0.9	\$ 51	23	2.1	2.3	2.8	3.1	1.8	6.6	12	\$ 7.7	2.6	4.9	5
CA	BURBANK PUBLIC LIBRARY	105,451	0.8	\$ 72	52	3.6	4.8	3.4	4.5	1.7	6.6	11	\$ 11	3.1	5.8	8
MI	WEST BLOOMFIELD TOWNSHIP PUBLIC LIBRARY	72,613	1.0	\$ 71	62	6.4	6.1	2.7	2.6	6.5	20	40	\$ 3.6	8.6	17	17
CT	WEST HARTFORD PUBLIC LIBRARY	63,973	1.2	\$ 54	29	2.9	2.5	3.0	2.6	2.6	10.0	22	\$ 5.4	3.7	7.8	7
MI	LIVONIA PUBLIC LIBRARY	95,535	0.8	\$ 39	24	1.3	1.7	2.0	2.6	1.8	4.7	12	\$ 8.4	1.6	3.5	5
MA	FRAMINGHAM PUBLIC LIBRARY	72,362	1.0	\$ 43	44	4.2	4.3	3.2	3.3	1.9	7.5	13	\$ 5.8	2.4	6.1	6
AR	NORTH LITTLE ROCK PUBLIC LIBRARY SYSTEM	65,903	1.0	\$ 56	44	3.1	3.1	2.6	2.6	0.5	1.7	3.1	\$ 33	0.5	1.3	1.36
CA	REDONDO BEACH PUBLIC LIBRARY	68,972	0.9	\$ 57	38	1.9	2.2	3.0	3.3	1.7	6.0	20	\$ 9.5	2.8	5.1	6
OH	WASHINGTON-CENTERVILLE PUBLIC LIBRARY	59,771	1.0	\$ 114	45	5.6	5.4	5.2	5.0	3.7	26	24	\$ 4.4	9.0	19	19
NY	NEW ROCHELLE PUBLIC LIBRARY	79,726	0.8	\$ 72	196	9.1	11.7	2.7	3.5	0.6	2.3	5.3	\$ 32	0.7	1.3	2
IN	JEFFERSONVILLE TOWNSHIP PUBLIC LIBRARY	61,469	1.0	\$ 38	25	2.6	2.7	2.9	3.0	0.8	3.0	6.7	\$ 13	1.0	2.4	2

From: Andy Mui

Sent: Tuesday, May 20, 2025 6:55 PM

To: Robert C Maleszyk <Robert.Maleszyk@troymi.gov>

cc: Renee Hazen <Renee.Hazen@troymi.gov>;

Subject: Positive Feedback for Renee Hazen, City Treasurer

Mr. Maleszyk,

My name is Andy Mui and I would like to inform you of the extraordinary length that Renee Hazen went to assist me last week. I was finalizing the purchase of a home in Troy but was confused about some of the property tax charges in the title transfer documentation. I went to Troy's Treasurer's office last week hoping to find someone who would assist me in attempting to calculate the correct total for the property tax charges.

All I hoped for was to find someone in the Treasurer's Office that would give me some documentation and perhaps describe the process that should be used to calculate it. Then, I would have to independently attempt to verify the accuracy of the charges. Renee Hazen, City Treasurer, exceeded my expectations and went above and beyond what I expected in providing me assistance in interpreting the charges. Ms. Hazen took time out of her busy day and not only explained the process but calculated the charges herself saving me a substantial amount of time.

In this politicized climate regarding government funding, Ms. Hazen is an effective counter to citizens/politicians who cynically express grievances regarding the value of government services. Ms. Hazen should be commended for her professionalism and extraordinary service.

Thank you,
Andy Mui