



TROY CITY COUNCIL

REGULAR MEETING AGENDA

MARCH 13, 2023

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:

In this packet, you will find the agenda for the City Council meeting. To help facilitate an informed discussion, the packet provides you with agenda items and additional details. The packet also contains recommended courses of action for your consideration and seeks to aid you in adopting sound policy decisions for the City of Troy.

This comprehensive agenda has been put together through the collaborative efforts of management and staff members. We have made all attempts to obtain accurate supporting information. It is the result of many meetings and much deliberation, and I would like to thank the staff for their efforts.

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at CityManager@troymi.gov or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,
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 14th day of November, 2022.

A blue ink signature of Mayor Ethan Baker, written in a cursive style.

Mayor Ethan Baker

A black ink signature of Council Member Edna Abraham, written in a cursive style.

Council Member Edna Abraham

A black ink signature of Mayor Pro Tem Rebecca Chamberlain-Creanga, written in a cursive style.

Mayor Pro Tem Rebecca Chamberlain-Creanga

A black ink signature of Council Member David Hamilton, written in a cursive style.

Council Member David Hamilton

A black ink signature of Council Member Theresa Brooks, written in a cursive style.

Council Member Theresa Brooks

A blue ink signature of Council Member Ann Erickson Gault, written in a cursive style.

Council Member Ann Erickson Gault

A black ink signature of Council Member Ellen Hodorek, written in a cursive style.

Council Member Ellen Hodorek



CITY COUNCIL AGENDA

March 13, 2023 – 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 Simion Timbuc from Bethesda Romanian Pentecostal Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

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C-1 Proclamation to Honor Lieutenant Thomas O'Herron 2022 Firefighter of the Year 1

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D-1 No Carryover Items 1

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E-2 Public Hearing – Zoning Ordinance Text Amendment (File Number ZOTA 257) – Places of Worship 2

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| | | |
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INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Ann Erickson Gault
David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2023-03-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council of March 13, 2023, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Proclamation to Honor Lieutenant Thomas O'Herron 2022 Firefighter of the Year

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Public Hearing – Long Lake and Crooks Planned Unit Development (File Number PUD 2020-018) – Revised Concept Development Plan, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District

Suggested Resolution

Resolution #2023-03-

Moved by

Seconded by

WHEREAS, The applicant Gensler submitted a Conceptual Development Plan (CDP) application for a Planned Unit Development (PUD), located on the northwest corner of Long Lake and Crooks, in Section 8, approximately 24.88 acres in area; and,

WHEREAS, The CDP proposes multiple phases for a mixed-use development including office, residential, lodging, restaurant, retail and open space with public amenities; and,

WHEREAS, The CDP will be implemented through submittal of Preliminary Development Plans (PDP) for each phase of development; and,

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

WHEREAS, The proposed CDP meets the Standards for Approval set forth in Section 11.03;

BE IT RESOLVED, That CDP Approval for the proposed Long Lake & Crooks PUD, be **GRANTED**.

BE IT FURTHER RESOLVED, That Troy City Council hereby **GRANTS** CDP Approval for the proposed amendment to Long Lake & Crooks PUD.

BE IT FURTHER RESOLVED, That Troy City Council hereby **REZONES** the subject property to Planned Unit Development (PUD #17).

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the proposed Long Lake & Crooks PUD Agreement, attached hereto, subject to further such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the Community Development Director, in consultation with the City Manager and City Attorney.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the PUD Agreement for Long Lake & Crooks PUD 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 Long Lake & Crooks PUD Agreement with the Oakland County Register of Deeds.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the petitioner to submit a PDP for each future development phase pursuant to Section 11.07 of Chapter 39.

Yes:

No:

E-2 Public Hearing – Zoning Ordinance Text Amendment (File Number ZOTA 257) – Places of Worship

Suggested Resolution

Resolution #2023-03-

Moved by

Seconded by

RESOLVED, That Article 5 of Chapter 39 of the Code of the City of Troy, which includes provisions related to places of worship, sections 4.21 and 6.21, be **AMENDED** to read as written in the proposed Zoning Ordinance Text Amendment (ZOTA 257), City Council Public Hearing Draft, as recommended by the Planning Commission.

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 – Downtown Development Authority; b) City Council Appointments – None

a) Mayoral Appointments:

Suggested Resolution

Resolution #2023-03-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Nominations to the Downtown Development Authority:

Term Expiring: 9/30/2026 **John R. Richards, Jr.** **In District (Resident Member)**

Term currently held by: Kathleen Garmo resigned 1/12/2023

Yes:

No:

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Historic District Commission

a) Mayoral Nominations:

Suggested Resolution

Resolution #2023-03-

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:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 2 |
|---------------|-----------------|-------------------|-----------------------|----------------------------|---------------------------------|
| Baker | Ethan | | 11/13/2023 | At Large | City Council exp. 11/13/23 |
| Blair | Timothy | 6/17/2017 | 9/30/2023 | In District | |
| <i>Garmo</i> | <i>Kathleen</i> | <i>6/17/2024</i> | <i>9/30/2026</i> | <i>Resident Member</i> | |
| Keisling | Laurence | 9/11/2022 | 9/30/2024 | At Large | |
| Kiriluk | Alan | 9/29/2022 | 9/30/2024 | In District | |
| Knollenberg | Martin | 6/28/2021 | 9/30/2023 | In District | |
| Koza | Kenny | 9/18/2019 | 9/30/2025 | In District | |
| Kuppa | Padma | | 9/30/2026 | At Large | |
| MacLeish | Daniel | 6/28/2023 | 9/30/2025 | In District | |
| Reschke | Ernest | 7/5/2024 | 9/30/2026 | At Large | |
| Stone | David | 3/11/2023 | 9/30/2023 | In District | |
| Tomcsik-Husak | Tara | 9/22/2022 | 3/30/2024 | In District | |
| Vacancy | | | 9/30/2024 | In District | Cheryl Bush resigned 9/22/21 |

Nominations to the Downtown Development Authority:

**Unexpired Term Expiring:
9/30/2024**

In District

Term currently held by: Vacancy-Cheryl Bush resigned 9/22/21

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 | Notes 2 |
|-----------|------------|----------------------|-------------|---------|
| Battle | Timothy | 10/28/2024 | At Large | |
| Beyer | Joseph | 12/13/2024 | In District | |

| | | | | |
|-----------|----------------|------------|----------|-----------------------------------|
| Dicker | Susanne Forbes | 1/3/2025 | At Large | Historic Dist. Comm exp 3/1/2023 |
| Forster | Jeffrey | 12/15/2024 | At Large | Personnel Bd exp 4/30/24 |
| Goetz | John | 3/4/2023 | At Large | |
| Kornacki | Rosemary | 2/24/2025 | At Large | Brownfield Redev Auth exp 4/30/23 |
| Sekhri | Suneel | 11/5/2023 | At Large | |
| Thattai | Govindrajan | 5/20/2024 | At Large | Parks & Rec Bd exp 9/30/22 |
| von Oeyen | Schuyler | 7/20/2024 | At Large | |

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 | 6/30/2023 | Resident Member | |
| Baker | Ethan | | 11/13/2023 | Alternate; City Council | City Council exp. 11/13/23; DDA; GTAC, LDFA |
| Hodorek | Ellen | | City Council Term | Alternate; City Council | City Council exp 11/10/2025 |
| Rosenblum | Anthony | 11/10/2024 | 6/30/2026 | Resident Member | |
| Schmitz | Jim | 9/14/2024 | 6/30/2024 | Resident Member | |
| Starks | Louis | | | Oakland County Designee | |
| Vacancy | | | 6/30/2024 | Resident Member | John Sharp resigned 11/1/19; Term exp 6/30/20 |
| Vacancy | | | 6/30/2023 | Resident Member | Nickolas Vitale resigned 7/17/21 |

Nominations to the Local Development Finance Authority (LDFA):

Unexpired Term Expiring:
6/30/2023

Resident Member

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

Term Expires: 6/30/2024**Resident Member**

Term currently held by: Vacant – J. Sharp resigned 11/1/19

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|--------------|--------------|-------------------|-----------------------------------|
| Battle | Timothy | 10/28/2024 | |
| Christiansen | Dale | 11/22/2024 | |
| Mudaliar | Vinodh Kumar | 3/2/2024 | |
| Vassallo | Joseph | 3/4/2023 | Brownfield Redev Auth exp 4/30/24 |

Yes:

No:

b) City Council Nominations:Suggested Resolution

Resolution #2023-03-

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:

Animal Control Appeal Board

Appointed by Council

5 Regular Members

3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 | Notes 2 |
|------------|------------|----------------|--------------------|-----------------------------------|--|
| Dombrowski | Douglas | 10/11/2022 | 9/30/2023 | | |
| Petrulis | Al | 7/19/2023 | 9/30/2024 | | Traffic Comm. exp 1/31/23; Historic Dist. Comm. exp 3/1/23 |
| Saeger | Jayne | 9/22/2022 | 9/30/2023 | | |
| Vacancy | | | 9/30/2024 | Patrick Floch resigned 12/29/2022 | |
| Vacancy | | | 9/30/2025 | Patrick Carolan-NO Reappointment | |

Nominations to the Animal Control Appeal Board:

**Unexpired Term Expiring:
9/30/2024**

Term currently held by: Vacancy - Patrick Floch resigned
12/29/2022

Term Expires: 9/30/2025

Term currently held by: Vacancy - Patrick Carolan (NO
Reappointment)

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Abdullah | Nehar | 1/18/2025 | |

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

| Last Name | First Name | App Res Expire | Appointment Expire | Notes 1 |
|------------|------------|----------------|--------------------|--------------------------------|
| Bartnik | Mark | 4/6/2023 | 4/30/2024 | |
| Beltramini | Robin | 3/1/2024 | 4/30/2025 | |
| Buechner | Toby | 3/22/2023 | 4/30/2024 | |
| Howrylak | Frank | 4/28/2022 | 4/30/2023 | |
| Vacancy | | | 4/30/2024 | Sue Matthews resigned 1/3/2023 |
| Vacancy | | | 4/30/2025 | Tyler Fox resigned 1/5/2023 |
| Wilsher | Cynthia | 4/28/2022 | 4/30/2023 | Traffic Comm. exp 1/31/2021 |

Nominations to the Charter Revision Committee:**Term Expires: 4/30/2025**

Term currently held by: Vacancy – Tyler Fox resigned 1/5/2023

Term Expires: 4/30/2024

Term currently held by: Vacancy – Susan Simonte Matthews
resigned 1/3/2023

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Comiskey | Ann | 12/22/2024 | |

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 3 |
|-----------|----------------|----------------|--------------------|---|------------------------|
| Adams | John Howard | 3/8/2023 | 5/15/2024 | BOR exp 1/31/26; HDC exp 5/15/24 | |
| Chambers | Barbara A | 1/18/2025 | 3/1/2023 | HC Recommendation | Requests Reappointment |
| Chanda | Hirak | 3/22/2023 | 5/15/2024 | | |
| Dicker | Susanne Forbes | 8/15/2022 | 3/1/2023 | | No Reappointment |
| McGee | Timothy S | 3/23/2020 | 5/15/2024 | | |
| Petrulis | Al | 12/16/2021 | 3/1/2023 | ACAB exp 9/30/24; Traffic Comm exp 1/31/23; HDC exp 3/1/23 | Requests Reappointment |
| Voigt | W. Kent | 11/18/2023 | 3/1/2025 | HC Recommendation | |

Nominations to the Historic District Commission:**Term Expires: 3/1/2026**

Term currently held by: Barbara Chambers – Requests Reappointment

Term Expires: 3/1/2026

Term currently held by: Susanne Forbes Dicker – No Reappointment

Term Expires: 3/1/2026

Term currently held by: Al Petrulis – Requests Reappointment

Interested Applicants:

| Last Name | First Name | App Resume Expire | Notes 1 |
|-----------|------------|-------------------|---------|
| Emerson | Rosalyn | 7/20/2024 | |
| MacDonell | Sharon | 4/13/2023 | |

Yes:

No:

I-3 No Closed Session Requested

I-4 Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract – Flock Safety Cameras, Troy Police Department (*Introduced by: Frank Nastasi, Chief of Police*)Suggested Resolution

Resolution #2023-03-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Insight Public Sector, Inc. of Chandler, AZ*, for the Flock Safety ALPR cameras with Vehicle Fingerprint TM technology for an estimated total cost of \$74,050.00 for the first year and \$66,000.00 for the second year as per the OMNIA Partners Cooperative Purchasing Contract #4400006644; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the agreement with *Flock Safety, Inc.* and **AUTHORIZES** the Troy Police Chief to execute the Agreement; a copy of which shall be **ATTACHED** to the Minutes of this meeting.

BE IT FINALLY RESOLVED, That the contract is **CONTINGENT** upon contractor's submission of properly executed contract documents, including insurance certificates, and all other specified documents.

Yes:

No:

J. CONSENT AGENDA:

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

Resolution #2023-03-

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 #2023-03-

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

- a) City Council Minutes-Draft – February 27, 2023

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2023-03-

- a) Proclamation in Recognition of Athens High School 2022-2023 Student Council

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2023A Joint and Crack Seal Program**

Suggested Resolution
Resolution #2023-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Scodeller Construction Inc. of Wixom, MI*, for the 2023A Joint and Crack Seal Program for an estimated not to exceed amount of \$50,000; at unit prices as detailed in the bid tabulation opened February 23, 2023, 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 bid and contract documents, including bonds, insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Cargo Trailer**

Suggested Resolution
Resolution #2023-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of one (1) American Hauler Trailer as specified to the low bidder meeting specifications, *American Trailer Mart of Waterford, MI*, for an estimated total cost of \$10,960.00 as detailed in the bid tabulation opened March 2, 2023; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

- c) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Riflescopes and Mounting Rings, Troy Police Department**

Suggested Resolution

Resolution #2023-03-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase Riflescopes and Mounting Rings for the Troy Police Department, to low bidder meeting specifications *Mile High Shooting Accessories LLC of Frederick, CO*, at unit prices contained in the bid tabulation opened February 16, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated cost of \$12,500.00; not to exceed budgetary limitations.

J-5 Bid Waiver – Employment of Professional Services, Mental Health Co-Responder, Troy Police Department

Suggested Resolution

Resolution #2023-03-

RESOLVED, That in the best interest of the City, Troy City Council hereby **APPROVES** the Mental Health Co-Response Team Interlocal Agreement between the City of Troy Police Department and the Oakland Community Health Network to provide a full-time mental health field clinician to support the City of Troy staff and its community for an estimated cost of \$93,000 for Fiscal year 2023 and \$105,000 for Fiscal Year 2024; payment for further years to be approved through the annual budget process.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Troy Police Chief to **EXECUTE** the Agreement; a copy which shall be **ATTACHED** to the Minutes of this meeting.

J-6 Act 51 Mileage Certification for 2022

Suggested Resolution

Resolution #2023-03-

WHEREAS, It is necessary to furnish certain road information to the state of Michigan for the purpose of obtaining funds under Act 51, P.A. 1951, as amended; and,

WHEREAS, The center line of said streets are described as:

(*Timbercrest Drive*) Part of the Northeast ¼ of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the North ¼ Corner of said Section 24; thence South 01 degrees 35 minutes 00 seconds West, along the North and South ¼ Line said Section 24, 2167.21 feet and Due East 154.55 feet to the point of beginning of the centerline of Timbercrest; thence Due South 99.96 feet to the point of ending of said road. Said centerline of road is 99.96 feet in length more or less.

(*Viking Drive*) Part of the Northeast ¼ of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the East ¼ Corner of said Section 11; thence South 89 degrees 40 minutes 23 seconds West, along the East and West ¼ Line of said Section 11, 482.53 feet and North 00 degrees 15 minutes 59 seconds East 13.28 feet to the point of beginning of the centerline of

Viking; thence North 00 degrees 15 minutes 59 seconds East 381.91 feet to the point of ending of said road. Said centerline of road is 381.91 feet in length more or less.

(*Sandpiper Drive*) Part of the Northwest ¼ of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the Northwest Corner of said Section 24; thence Due South, along the West Line of said Section 24, 1323.40 feet and South 89 degrees 13 minutes 00 seconds East 60.01 feet and Due North 210.00 feet and South 89 degrees 13 minutes 00 seconds East 147.22 feet to the point of beginning of the centerline of Sandpiper; thence South 00 degrees 29 minutes 44 seconds West 21.11 feet; thence Due South 78.97 feet; thence 30.46 feet along a curve to the left having a radius of 39.00 feet, a central angle of 44 degrees 44 minutes 48 seconds, and a chord bearing and distance of South 22 degrees 22 minutes 45 seconds East 29.69 feet to the point of ending of said road. Said centerline of road is 130.54 feet in length more or less.

(*Chickadee Drive*) Part of the Northwest ¼ of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the Northwest Corner of said Section 24; thence Due South, along the West Line of said Section 24, 1323.40 feet and South 89 degrees 13 minutes 00 seconds East 60.01 feet and Due North 210.00 feet and South 89 degrees 13 minutes 00 seconds East 147.22 feet and South 00 degrees 29 minutes 44 seconds West 21.11 feet and Due South 78.97 feet and 30.46 feet along a curve to the left having a radius of 39.00 feet, a central angle of 44 degrees 44 minutes 48 seconds, and a chord bearing and distance of South 22 degrees 22 minutes 45 seconds East 29.69 feet to the point of beginning of the centerline of Chickadee; thence 30.45 feet along a curve to the left having a radius of 39.00 feet, a central angle of 44 degrees 43 minutes 51 seconds, and a chord bearing and distance of South 67 degrees 07 minutes 25 seconds East 29.68 feet; thence South 89 degrees 30 minutes 16 seconds East 198.32 feet; thence 30.63 feet along a curve to the left having a radius of 39.00 feet, a central angle of 45 degrees 00 minutes 04 seconds, and a chord bearing and distance of North 67 degrees 59 minutes 52 seconds East 29.85 feet to the point of ending of said road. Said centerline of road is 259.40 feet in length more or less.

(*Macaw Drive*) Part of the Northwest ¼ of Section 24, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. The centerline of road being more particularly described as follows: Commencing at the Northwest Corner of said Section 24; thence Due South, along the West Line of said Section 24, 1323.40 feet and South 89 degrees 13 minutes 00 seconds East 60.01 feet and Due North 210.00 feet and South 89 degrees 13 minutes 00 seconds East 424.22 feet to the point of beginning of the centerline of Macaw; thence South 00 degrees 29 minutes 44 seconds West 98.35 feet; thence 30.63 feet along a curve to the right having a radius of 39.00 feet, a central angle of 45 degrees 00 minutes 04 seconds, and a chord bearing and distance of South 22 degrees 59 minutes 44 seconds West 29.85 feet to the point of ending of said road. Said centerline of road is 128.98 feet in length more or less.

WHEREAS, The above said streets are located within the City of Troy; right of way is under the control of the City of Troy; said streets are public streets and are for public street purposes and were open to the public prior to December 31, 2022;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** the following non-platted street: Timbercrest Drive, Viking Drive, Sandpiper Drive, Chickadee Drive and Macaw Drive into the City of Troy local street system.

J-7 Approval of Contract No. 22-5533 with MDOT for Right-of-Way Acquisition Work to Widen Rochester Road from Five Lanes to a Six-Lane Boulevard from Barclay Drive to Trinway Road – Project No. 2022CG0002Suggested Resolution

Resolution #2023-03-

RESOLVED, That Troy City Council hereby **APPROVES** Contract No. 22-5533 between the City of Troy and the Michigan Department of Transportation for the right-of-way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard between Barclay Drive and Trinway Road at a total estimated cost of \$5,528,750 with the City share estimated at \$1,003,469, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Renewal of Membership in the Traffic Improvement Association (TIA)Suggested Resolution

Resolution #2023-03-

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment to renew the City of Troy's membership in the Traffic Improvement Association for the year 2023, in the amount of \$29,800, and funds are available in the 2022-2023 Police Department Operating Funds, Membership and Dues.

J-9 Angela Blanchard v City of Troy et. al.Suggested Resolution

Resolution #2023-03-

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to defend the City of Troy and the Troy Police Officer listed as Defendant in the matter of *Angela Blanchard v. City of Troy et. al.* (Oakland County Circuit Court, Case No. 2023-198760-NI), and **AUTHORIZES** the payment of necessary costs and expenses and to retain any necessary expert witnesses required to adequately represent the defendants.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) March 20, 2023 – Preliminary Site Plan Review (File Number SP2022-0027) – Proposed Estates at Eckford (One Family Residential Cluster), South Side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) 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:

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: None Submitted

O-2 Department Reports:

a) Oakland County Treasurer's Office Foreclosure Prevention Notice

O-3 Letters of Appreciation:

a) To Public Works from Alexander and Karen Lake Regarding Excellent Service After the Snow Storms

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-21245

P. COUNCIL COMMENTS:

P-1 Council Comment Submitted by Council Member David Hamilton

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,

A handwritten signature in black ink, appearing to read 'Mark F. Miller', with a long horizontal flourish extending to the right.

Mark F. Miller
City Manager

2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

March 21, 2023 Special Meeting – Personnel Evaluation
April 10, 2023.....Special Meeting – Budget
April 17, 2023.....Special Meeting – Budget
December 2, 2023 Special Meeting – Troy Advance

2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

March 20, 2023 Regular Meeting
April 10, 2023..... Regular Meeting
April 17, 2023..... Regular Meeting
May 8, 2023 Regular Meeting
May 22, 2023 Regular Meeting
June 12, 2023 Regular Meeting
June 26, 2023 Regular Meeting
July 10, 2023..... Regular Meeting
July 24, 2023..... Regular Meeting
August 7, 2023..... Regular Meeting
August 21, 2023..... Regular Meeting
September 11, 2023 Regular Meeting
September 18, 2023 Regular Meeting
October 2, 2023 Regular Meeting
October 16, 2023 Regular Meeting
November 13, 2023 Regular Meeting
November 20, 2023 Regular Meeting
December 4, 2023 Regular Meeting
December 11, 2023 Regular Meeting

**PROCLAMATION TO HONOR
LIEUTENANT THOMAS O'HERRON
2022 FIREFIGHTER OF THE YEAR**

WHEREAS, **Thomas O'Herron** became a volunteer Firefighter, joining Troy's Fire Station One, 26 years ago on February 3, 1997; and

WHEREAS, His selection as **Firefighter of the Year** is due to his many years of dedication to the Troy Fire Department, having served with honor and dignity in all of his roles at Station 1 including Firefighter and Lieutenant; and

WHEREAS, During his service with the department, **Lt. O'Herron** has routinely performed his duties in an exemplary manner. He served on their special response unit from 2003 until 2006. More recently, he oversaw and led the revitalization of the Troy Fire Department Honor Guard. This task included recruiting and training new members, redesigning and modernizing the uniforms, and expanding the role and involvement of the team within the community; and

WHEREAS, **Lt. O'Herron** was the leader of the Troy Fire Department's water battle team for over a decade, which won many of the battles against other fire departments. At Fire Station 1, he often leads weekly training, serves on the open house committee and helps in any aspect he can; and

WHEREAS, **Lt. O'Herron** is an excellent role model for the probationary members, and has been recognized for his efforts with several awards including Station Member of the Year (Station #1) in 2009 and 2020, He also received multiple meritorious service awards, safe driving awards, and unit commendations for his actions at incidents over his 26 years serving the Troy community. He also served on the Special Response Unit from November, 2002 until March, 2009; and

WHEREAS, **Tom** grew up in Troy and graduated from Athens High School in 1992. He and his wife **Annette** are proud of their children, **Chloe** 18 and **Riley** 14. He works for Cregger Plumbing as a journeyman plumber;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor, City Council, and City Management of the City of Troy, does hereby join with the citizens of Troy, to express sincere congratulations to **Lt. Tom O'Herron** on the occasion of being chosen **2022 Firefighter of the Year** by the Troy Fire Department; and

BE IT FURTHER RESOLVED that the Mayor and City Council commends and thanks **Lt. Tom O'Herron** for his achievement, leadership and dedicated service to the citizens of Troy.

Presented this 13th day of March 2023.



CITY COUNCIL AGENDA ITEM

Date: March 8, 2023

To: Mark F. Miller, City Manager

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

Subject: PUBLIC HEARING – LONG LAKE AND CROOKS PLANNED UNIT DEVELOPMENT
(File Number PUD2020-0018) – Revised Concept Development Plan, Northwest corner of Long Lake and Crooks, Section 8, Currently Zoned O Office.

The applicant Gensler submitted a Concept Development Plan (CDP) application for a Planned Unit Development (PUD) for the subject property. The site is currently vacant and is 24.88 acres in size. The applicant proposes a mixed-use project comprised of residential, office, lodging, restaurants, parking deck, and a range of outdoor amenities.

A PUD is a development option that provides flexibility in the design and use of mixed-use projects. It is a multi-step process. The first step in the process is the CDP. For this step, the applicant seeks the following: (1) Approval of the overall concept; (2) Approval of the PUD Agreement; and, (3) Rezoning of the parcel to PUD. The next step in the process will be the Preliminary Development Plan (PDP). During the PDP step, detailed site plans are submitted for each phase of the project. For this project, we can expect numerous PDP's to be submitted over several years. The Planning Commission is a recommending body for PUD's; City Council is responsible for approving the CDP and PDP.

The Planning Commission considered this application at numerous meetings and the concept has evolved based on discussion and feedback. A comparison of the original concept and revised concepts is summarized in the attached report.

The Planning Commission considered this application at a public meeting on January 24, 2023 and recommended approval of the PUD by a 9-0 vote. A City Council public hearing has been scheduled for March 13, 2023.

Legal Review

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



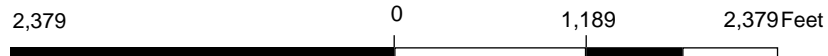
500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Attachments:

1. Maps.
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Concept Development Plan with attachments.
4. PUD Agreement (final version).
5. Minutes from January 12, 2021 Planning Commission Regular meeting (excerpt).
6. Minutes from February 8, 2022 Planning Commission Regular meeting (excerpt).
7. Minutes from August 9, 2022 Planning Commission Regular meeting (excerpt).
8. Minutes from September 27, 2022 Planning Commission Regular meeting (excerpt).
9. Minutes from January 24, 2023 Planning Commission Regular meeting (excerpt).
10. Public comment.

RBS,G:\PUDs\PUD 017 JPLN2020-0018 LONG LAKE & CROOKS DEVELOPMENT\20230313 Long Lake and Crooks PUD City Council Public Hearing.docx



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.



2,379 0 1,189 2,379 Feet



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.



Carlisle | Wortman
ASSOCIATES, INC.

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

Date: January 16, 2023

**Planned Unit Development Concept Review
For
City of Troy, Michigan**

| | |
|--------------------------|--|
| Project Name: | Long Lake and Crooks Planned Unit Development |
| Plan Date: | November 2022 |
| Location: | Northwest Corner of Long Lake and Crooks |
| Current Zoning: | O, Office |
| Proposed Zoning: | Planned Unit Development (PUD) |
| Action Requested: | Planned Unit Development (PUD) Concept Plan Approval |

PROJECT AND SITE DESCRIPTION

A Planned Unit Development (PUD) application has been submitted to the City for the development of a mixed-use development at the northwest corner of Long Lake Road and Crooks Road. The 24-acre site is currently vacant with significant tree cover and wetlands.

Proposed Development

Though conceptual and subject to change, the applicant is proposing the following mix of uses:

1. Four to ten-story office complexes in two buildings
2. Parking – surface and deck
3. Three to seven-story residential apartment building
4. Three to seven-story hotel/residential building
5. Three restaurant/retail buildings

6. Wetland preservation
7. Site amenities: Outdoor activity areas, pedestrian amenities, natural feature preservation, and programed outdoor space



Location of Subject Property:

Northwest Corner of Long Lake and Crooks

Proposed Use of Subject Parcel:

Mixed Use Development

Current Zoning:

O, Office

Proposed Zoning:

Planned Unit Development (PUD)

Surrounding Property Details

| Direction | Zoning | Use |
|-----------|---------------------|-------------------|
| North | O, Office | Office |
| South | O, Office | Office/Commercial |
| East | RC, Research Center | Office |
| West | O, Office | Office |

PUD PROCESS

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 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.

The approval of a Planned Unit Development (PUD) is a three-step process:

Step 1-Concept Plan: *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.*

Step 2- 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.*

Step 3- 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.*

The applicant is seeking a recommendation of approval for their Concept Plan.

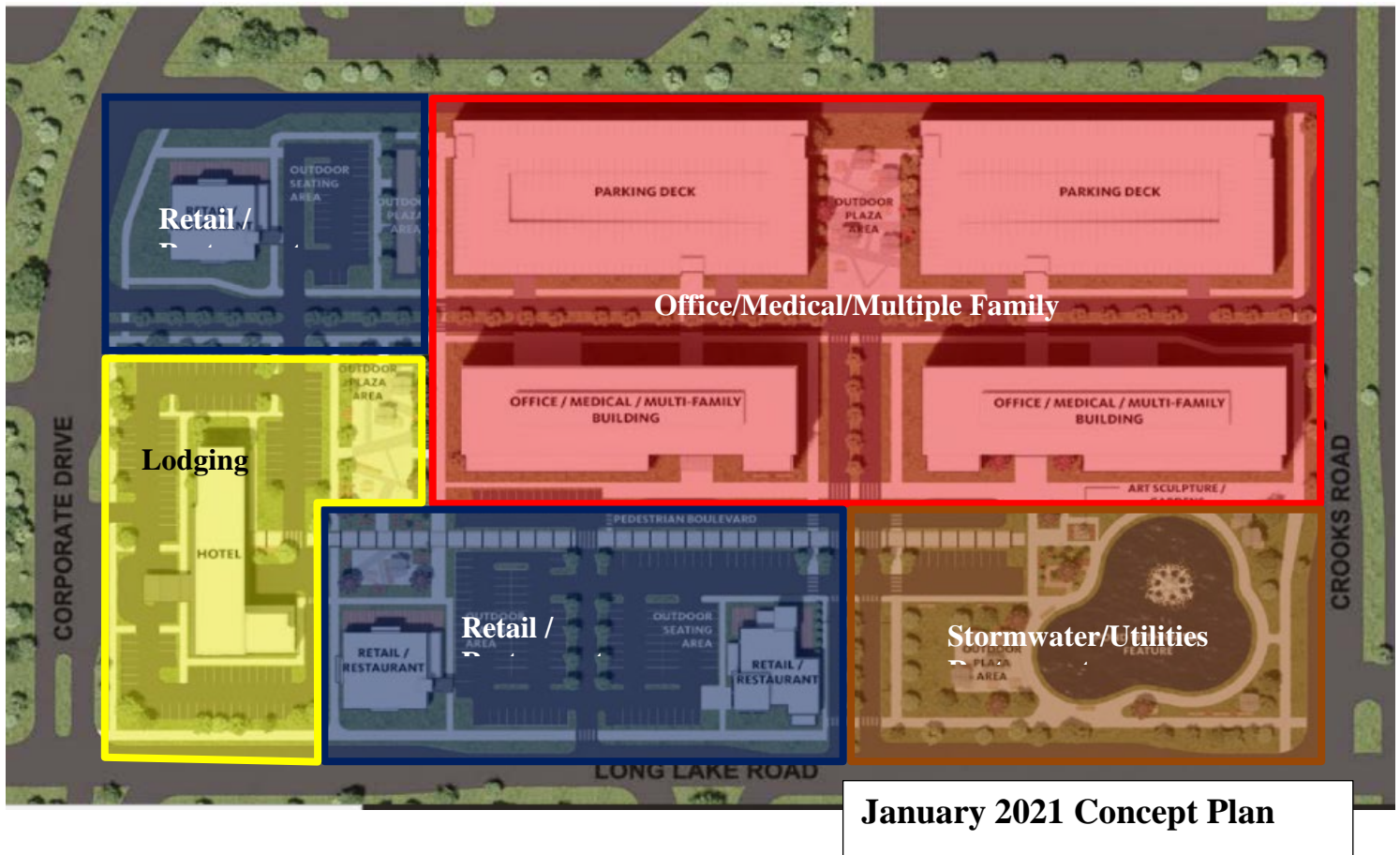
PUD INTENT

As set forth in Section 11.01, 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.

PREVIOUS CONCEPT PLANS

The design concept has evolved from January 2021 to January 2023.



At the January 2021 meeting, the Planning Commission discussed the following:

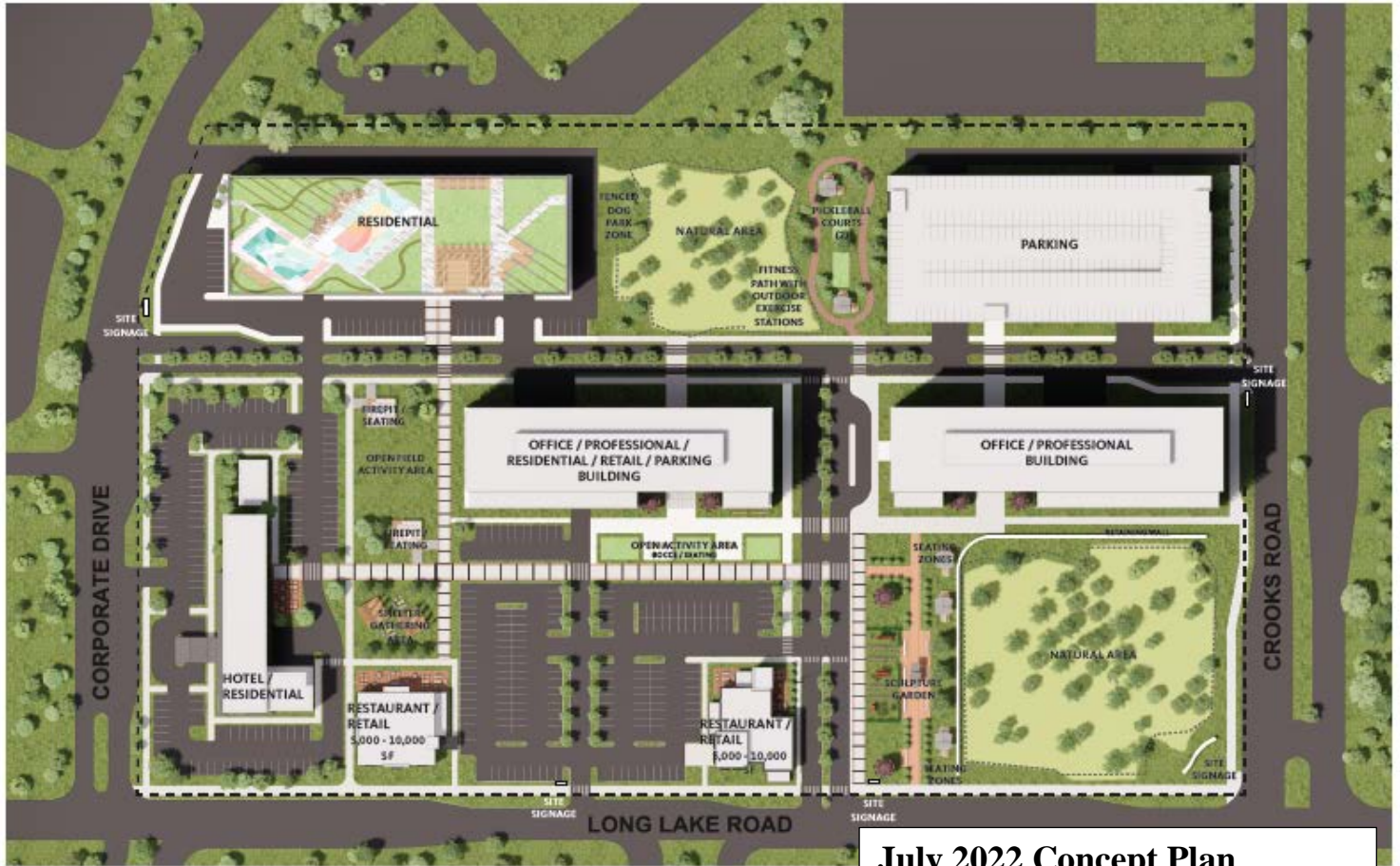
- More integration of mix of uses
- More activation of uses along Long Lake Road
- Water feature; location, focal point, community attraction.
- Residential key component; multi-family, live/work
- Density and massing of project; building height
- Preservation of existing green space
- Applicant request for flexibility as relates to market demand and City vision
- Viability of office space and hotel
- Outdoor activities and attractions to engage residents and community
- Destination point for family and community gatherings
- Parking; expand parking structure, reduce surface parking, charging stations for electric vehicles
- Limited available land in City for development of this size
- Potential to attract large office headquarters



February 2022 Concept Plan

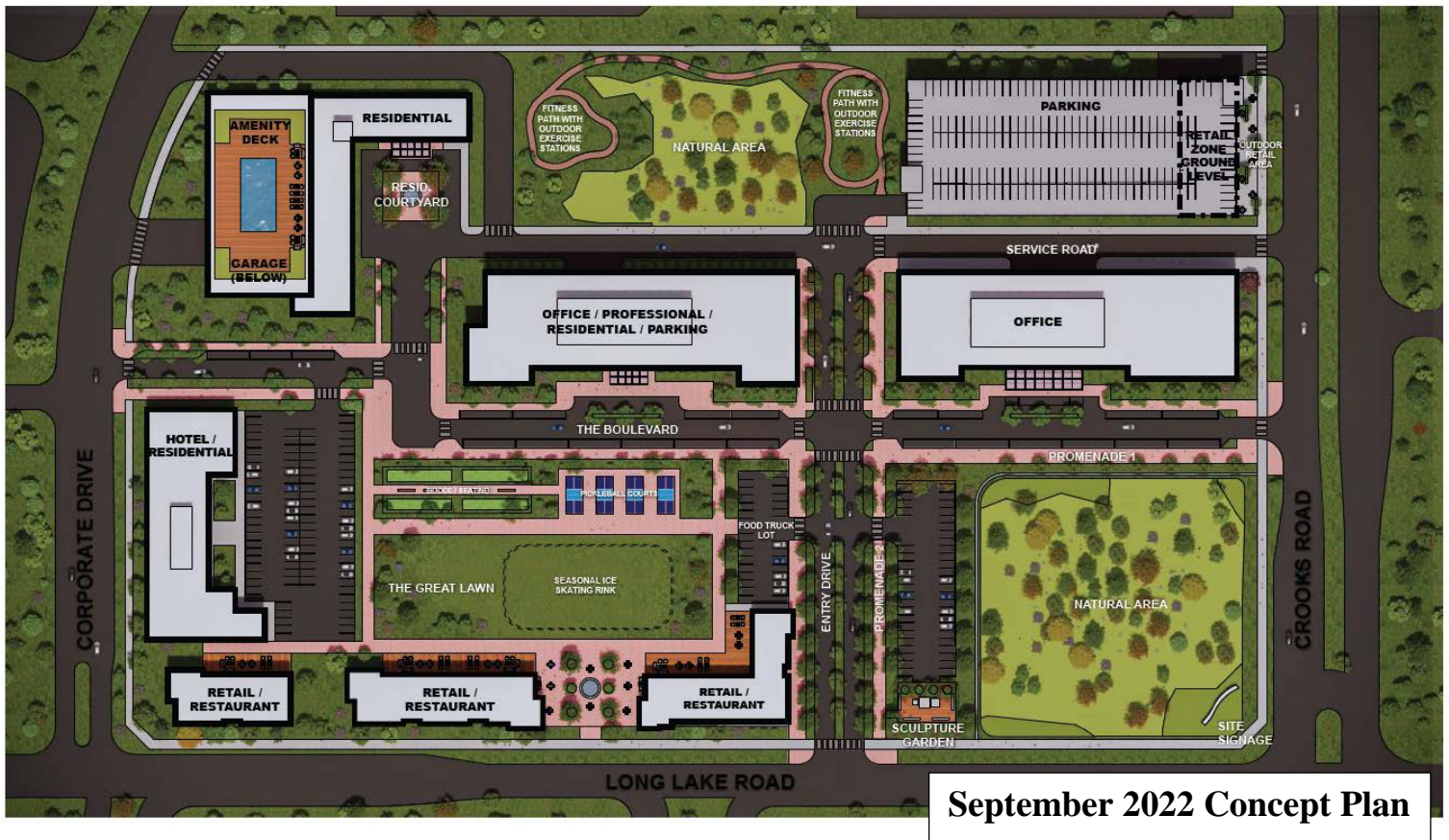
At the February 2022 meeting, the Planning Commission discussed the following:

- Create a destination point to attract people from within the complex and throughout the City
- Integrate a plaza, pedestrian path, promenade, village-like characteristics
- Reduce surface parking
- Provide more walkability
- Centrally relocate parking deck
- Reconfigure placement of buildings to connect to public amenity space
- Expand and centrally relocate public amenity space
- Be bold and creative with expanse of property
- Provide a visual illustration of project, such as a three-dimensional model



At the July 2022 meeting, the Planning Commission discussed the following:

- Flexibility in terms of what gets built, timing and location as proposed by applicant
- Significance in determining appropriate uses and building heights
- Gateway to North Troy and wayfinding signage
- PUD Development Agreement
- Urban Residential (UR) zoning district; high density residential district in line with Master Plan
- Preservation of State-regulated wetlands
- Tree survey and mitigation; determined at each development phase, must meet site plan requirements
- Green space/open space must be generally consistent with approved concept plan; what, where, size, whether for public use determined at each development phase and must meet site plan requirements
- Housing types must be generally consistent with approved concept plan and must meet site plan requirements



September 2022 Concept Plan

At the September 2022 meeting, the Planning Commission discussed the following:

- Prepare a brochure/pamphlet to illustrate the community gathering space
- Food trucks; parking, competition with on-site restaurants
- Seasonal gathering space; functionality
- Add gardens, play structure
- Location of pickleball courts and outdoor exercise stations
- Parking
 - Applicant advised boulevard offers on-street parallel parking.
 - Parking deck and office tower; levels of parking.
 - Shared parking.
 - Review of parking at each development phase.
- Retail/restaurant buildings; facilitation of loading/unloading and waste management.
- Provide a 'grand' and 'eye-catching' entrance to development
- Hub for public transportation

CONCEPT PLAN- JANUARY 2023



January 2023 Concept Plan

After the September 2022 Planning Commission review, the applicant resubmitted a revised concept plan. Major changes since last Planning Commission review:

- Added trees to the “Great Lawn”
- Added internal pedestrian cross walks
- Added food truck staging area in “promenade”
- Converted “fitness center” in north natural area to “dog park”
- Added pedestrian area around retail/restaurant area that fronts on Long Lake Road
- Reconfigured parking around retail/restaurant area
- Removed parking from natural area that is located at southeast corner of site

DEVELOPMENT AREAS, and AMENITY AREAS

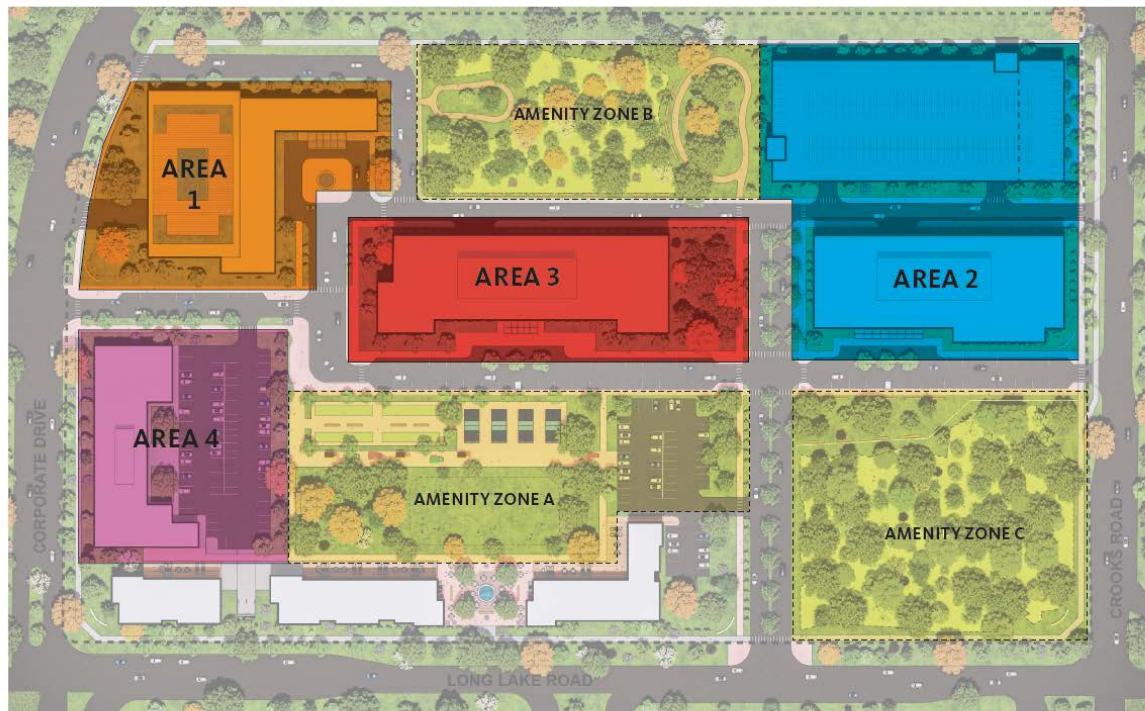
The applicant is proposing four (4) separate development areas and associated amenities areas. The numbering of the development areas is not reflective of the phasing as the applicant seeks flexibility on phasing based on market conditions.

Development Areas

The applicant has outlined the use parameters of the development areas in Section 2.2 (page 3) of the PUD Agreement:

- *Development Area 1: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the UR – Urban Residential District and all associated surface parking.*
- *Development Area 2: Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM - Office Mixed Use District, the O – Office District, or the GB-General Business District, as referenced in the Zoning Ordinance, and a multistory parking structure and surface parking features.*
- *Development Area 3: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking; Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM – Office Mixed Use District, the O - Office District, or the GB-General Business District, as referenced in the Zoning Ordinance; "Restaurant" and/or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance; Conference, meeting, and banquet facility uses permitted as of right or requiring special approval, and their accessory uses consistent with such uses the GB – General Business District in the Zoning Ordinance; and, all associated surface parking.*
- *Development Area 4: Lodging or extended stay facility uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the GB – General Business District identified in the Zoning Ordinance; and, Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking.*
- *Restaurant/Retail Areas: "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance, and their accessory uses, and all associated surface parking. At the discretion of the Developer, any or all of the Restaurant/Retail Areas) may be: (i) constructed at any time without being part of any Phase after the Developer has commenced construction of the first Phase; or, (ii) constructed at any time as part of any Phase.*

CONCEPT DEVELOPMENT PLAN - DEVELOPMENT AREAS



Long Lake & Crooks Concept Development Plan

November 28, 2022 A-6

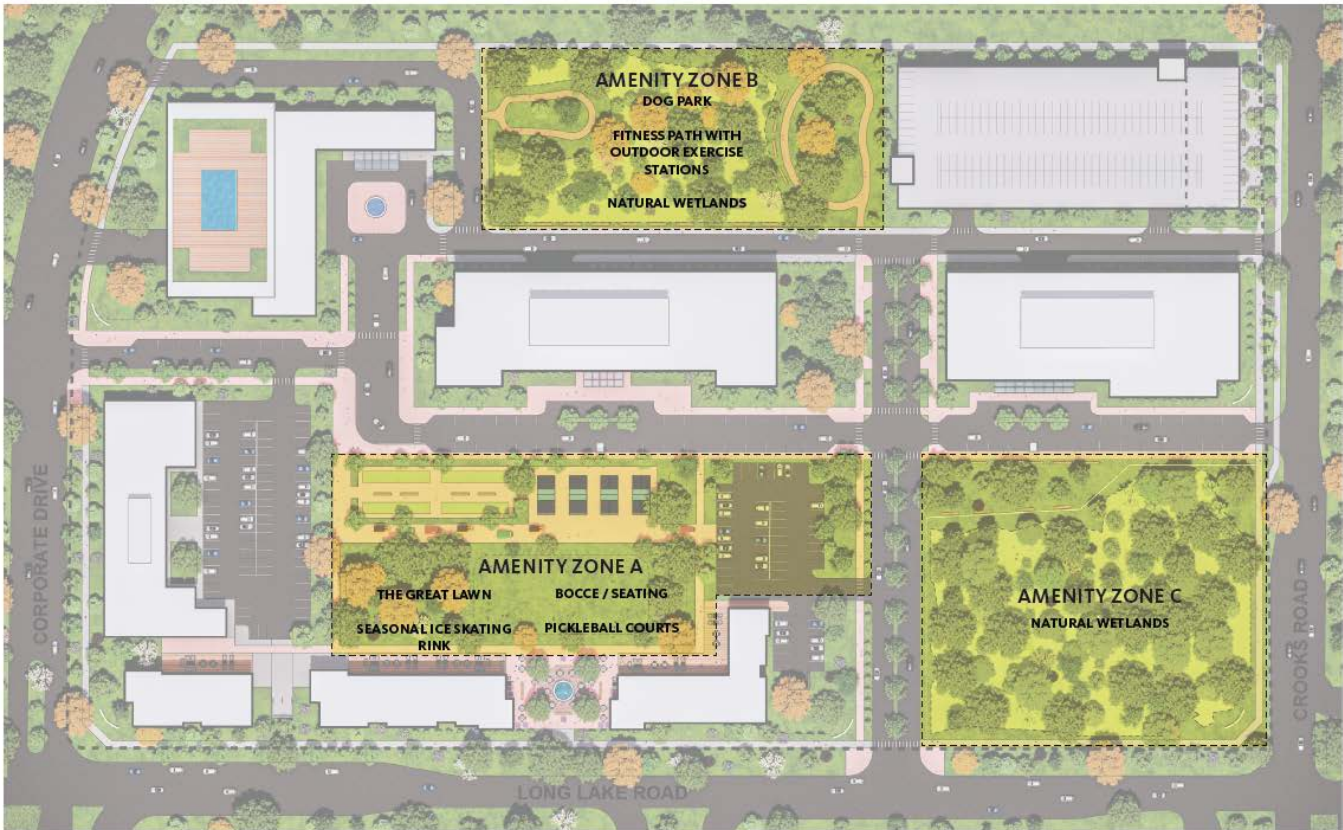
Amenity Areas

The applicant has outlined the use parameters of the amenity areas in Section 2.2 (page 3) of the PUD Agreement:

- Amenity Zone A - "Open Space" as defined by the Zoning Ordinance for use as an open field activity area, including bocce ball court, pickleball courts, seasonal ice-skating rink, and associated surface parking.
- Amenity Zone B - "Open Space" as defined by the Zoning Ordinance for use as a fitness path with outdoor exercise stations. A portion of Amenity Zone B is a regulated wetland area, will be restricted from development, and will remain in an "Undeveloped State" as defined in the Zoning Ordinance.
- Amenity Zone C – Is a regulated wetland area, will be restricted from development, and shall remain in an "Undeveloped State" as defined in the Zoning Ordinance.

Amenity Zone A shall be developed as part of the first Phase. Amenity Zone B shall be developed as part of the second Phase, except for the regulated wetland area within Amenity Zone B which shall remain undeveloped. Amenity Zone C shall not be developed because it is a regulated wetland area.

DEVELOPMENT PLAN - AMENITY ZONES



DEVELOPMENT GUIDELINES

The applicant proposes the following development parameters:

| District | General Uses | Max Square Footage | Min # Floors | Min Building Height | Max # Floors | Max Building Height |
|---------------------------|--|---------------------|--------------|---------------------|--------------|---------------------|
| Development Area 1 | Residential | 350,000 s.f | 3 | 40' | 7 | 90' |
| Development Area 2 | Office / Parking Structure | 500,000 s.f | 4 | 60' | 10 | 150' |
| Development Area 3 | Office / residential / retail / parking structures | 350,000 s.f | 4 | 60' | 10 | 150' |
| Development Area 4 | Hotel/residential | 105,000 s.f | 3 | 40' | 7 | 90' |
| Retail / Restaurant Areas | Retail/restaurant | 18,000 per building | 1 | 17.5' | 2 | 35' |

Minimum setbacks:

| District | Front Setback | Side Setbacks | Rear Setbacks |
|---------------------------|---------------|---------------|---------------|
| Development Area 1 | 10' | 20' | 30' |
| Development Area 2 | 10' | 20' | 30' |
| Development Area 3 | 10' | 20' | 30' |
| Development Area 4 | 10' | 20' | 30' |
| Retail / Restaurant Areas | 10' | 20' | 30' |

CONCEPT DEVELOPMENT PLAN - MASSING



| BUILDING TYPOLOGY | MAX. SQUARE FOOTAGE | MIN. # OF FLOORS | MIN. BUILDING HEIGHT | MAX. # OF FLOORS | MAX. BUILDING HEIGHT |
|-------------------------------------|---------------------|------------------|----------------------|------------------|----------------------|
| DEVELOPMENT AREA 1 | | | | | |
| RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 3 | 40 FT | 7 | 90 FT |
| RETAIL / RESTAURANT | | | | | |
| BUILDING 1 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 2 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 3 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| DEVELOPMENT AREA 2 | | | | | |
| OFFICE / PROFESSIONAL | | | | | |
| BUILDING 1 | 500,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 3 | | | | | |
| OFFICE / PROFESSIONAL / RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 4 | | | | | |
| HOTEL / RESIDENTIAL | | | | | |
| BUILDING 1 | 105,000 | 3 | 40 FT | 7 | 90 FT |

Illustration is a representation of a potential future maximum buildout based on buildout of each Development Area.

USES

The applicant notes the allowance for all uses (permitted and special) in the OM - Office Mixed Use District, the O – Office District, or the GB-General Business District. There are uses in those districts which the Planning Commission should consider if they are appropriate. Permitted or special uses listed in the OM, O, and GB districts that the Planning Commission may want to discuss:

- Primary and secondary schools
- Convalescent center
- Post-secondary school
- Bus/transit passenger dispatching center
- Hospital
- Day Care and preschool
- Golf course
- Swimming pool club
- Fast food restaurant
- Restaurant drive-in
- Drive-through
- Retail, large format
- Shopping center
- Building and lumber supply
- Garden centers/nursery
- Commercial greenhouse
- Outdoor commercial recreation
- Dry cleaners/laundry
- Open air business, as a principal use
- Private clubs, fraternal organization, and lodge halls
- Commercial kennels
- Adult use business
- Mortuary/funeral home
- Prototype or experimental product design
- Basic research, design, pilot or experimental product development
- Laboratory
- Mini warehouse and self-storage
- Vehicle, recreational vehicles sales
- Vehicle repair station
- Vehicle fueling/multiuse station
- Oil change facility
- Vehicle washes
- Vehicle auctions
- Antique and classic vehicle sales
- Ambulance facilities
- Vehicle rental
- Commercial wind energy conversion system
- Wireless communication facility (Tower)

Based on the adopted City Master Plan goals and intent of the area and the applicant's vision for the site, there are uses in the OM, O, and GB districts that are not consistent with the intent of the area and not appropriate for future development of the site.

Items to be Addressed: Planning Commission should consider if certain listed uses are not appropriate.

PHASING

The applicant seeks flexibility in phasing, however, Section 2.3 (page 5) of the PUD Agreement notes a Phasing Plan. The applicant should clarify if they are proposing a set phasing schedule, for example Development Area 1 is the first phase, or if they seek greater phasing flexibility.

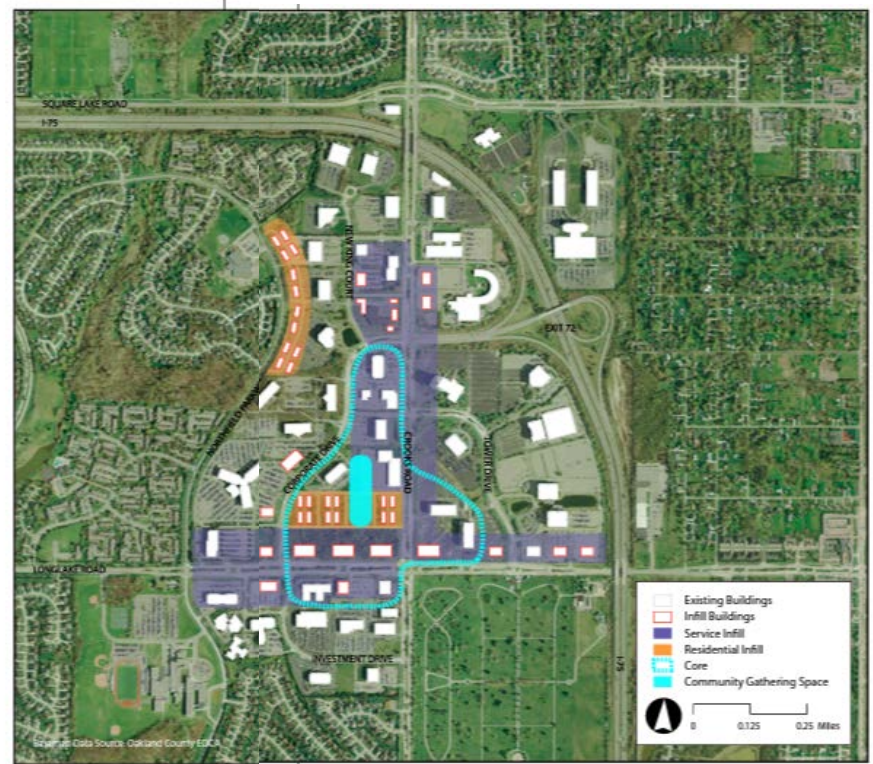
Items to be Addressed: Applicant shall clarify phasing and Planning Commission should consider proposed phasing.

TRAFFIC IMPACT STUDY

The applicant has submitted Traffic Impact Study, which will be reviewed by the OHM, the Road Commission, and MDOT. The traffic study identifies significant traffic impacts as a result of the development and identifies roadway improvements based on full build out. The applicant has provided a table of proposed associated roadway improvements.

MASTER PLAN

This site is located in the North Troy Special Area Plan. Located at the intersection of two main arterial roads with a direct access ramp to I-75, North Troy is strategically located to serve as a major employment hub for Oakland County. North Troy currently is home to over 5,000 primarily daytime employees; in addition, there are over 2,000 households within one mile of the area. However, the area is dominated by single-use office buildings with limited interconnections, and few amenities for these workers and nearby residents.



Preparing North Troy for the next generation of growth will require a broader and more creative real estate strategy that will tap into regional trends and market opportunities in order to create a more vibrant, attractive, and flexible work environment. A compatible and vibrant mix of uses will create a life and vibrancy, provide interconnections and a relationship with the adjacent neighborhoods, reduce automobile trips, and enhance walkability by providing destinations.

Priority 1 of the Special Area Plan was to provide a compatible and vibrant mix of uses. Applicable strategies to fulfill this priority includes:

- Promote service infill through property repurposing;
- Promote residential infill through property repurposing;

- Develop and strengthen the core; and
- Create a community gathering space.

Priority 2 is to improve multi-modal circulation and safety. Applicable strategies to fulfill this priority includes:

- Introduce pedestrian mid-block crossing; and
- Establish consistent landscape buffer and setbacks.

Priority 3 is to implement tactical placemaking. Applicable strategies to fulfill this priority includes:

- Create an identity through gateways and wayfinding;
- Facilitate health and wellness initiatives; and
- Encourage creative programming.

This specific site was identified in the Master Plan as an opportunity to define North Troy:

Building off the surrounding employment base and the highly trafficked Northfield Point Marketplace, the vacant parcel on the northwest corner of Long Lake and Crooks Road offers an opportunity to establish a core for North Troy. This core will provide a compatible mix of uses and should be the starting place of other strategies in the Plan, including pedestrian circulation improvements, landscaping, wayfinding, and creative programming. At the heart of the core is the community gathering space. -Page 192

Specifically for this site, the Master Plan identified residential infill, service infill, and a community gathering space. A vibrant mix of uses is supported by the Master Plan. However, there are some elements that the applicant should consider strengthening consistency with the Master Plan:

1. Work with City to establish midblock crossing across Crooks and Corporate Drive.
2. Clarify if central gathering areas are open for public activities and use.
3. Develop pilot gateway features and wayfinding signage to be implemented in rest of North Troy.

PUD AGREEMENT

The applicant has submitted a PUD Agreement, which is being reviewed by the City Attorneys office.

STANDARDS

When reviewing the PUD, the Planning Commission shall consider the following standards as set forth in Section 11.03:

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.*
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 infeasible 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:*
 - i. *The bulk, placement, and materials of construction of the proposed structures and other site improvements.*
 - ii. *The location and screening of vehicular circulation and parking areas in relation to surrounding properties and the other elements of the development.*
 - iii. *The location and screening of outdoor storage, loading areas, outdoor activity or work areas, and mechanical equipment.*
 - iv. *The hours of operation of the proposed uses.*
 - v. *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.*

The Planning Commission should review the application considering the standards.

BENEFITS

The applicant has noted the following benefits:

- Horizontal mixed-use development consisted with Master Plan
- Development of an undeveloped and prominent site
- Outdoor plazas
- Outdoor dining areas
- Pedestrian circulation paths and activities around site
- Public art

The Planning Commission should consider the noted benefits.

SUMMARY

The Planning Commission should deliberate:

1. The proposed development guidelines (height/setbacks, etc);
2. The proposed allowable and special uses;
3. The proposed phasing;
4. If the proposed benefits are commensurate with the requested relief/development flexibility; and
5. If the PUD standards have been met.



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

City of Troy
Planned Unit Development
Concept Development Plan (CDP) Application
And Application To Amend The Zoning District Map

Long Lake and Crooks Masterplan Development
Re-Issuance: 11.28.22

**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: September 25, 2020

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: Long Lake & Crooks Masterplan Development

2. LOCATION OF THE SUBJECT PROPERTY: Northwest corner - Long Lake & Crooks

3. ZONING CLASSIFICATION(S) OF THE SUBJECT PROPERTY: Current Zoning - Office

4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: _____

5. APPLICANT: _____ PROPERTY OWNER: _____

NAME Chris Beck NAME Tony Antone

COMPANY Gensler COMPANY Long Lake Crooks Development Associates

ADDRESS 150 West Jefferson, Suite 1700 ADDRESS 39400 Woodward Ave, Suite 250

CITY Detroit STATE MI ZIP 48226 CITY Bloomfield Hills STATE MI ZIP 48304

TELEPHONE 313.496.8966 TELEPHONE 248.644.7600

E-MAIL chris_beck@gensler.com E-MAIL tantone@Kojaian.com

6. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
Owner's Architect

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  DATE 11.18.20

9. SIGNATURE OF PROPERTY OWNER  DATE 11/17/2020

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.

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).
- 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

PLANNED UNIT DEVELOPMENT CONCEPT DEVELOPMENT PLAN (CDP) CHECKLIST

Neighborhood meeting:

Communication to immediate neighbors of the property was issued March 11, 2021 to solicit neighborhood comments regarding the proposed masterplan. The communication offered neighbors the opportunity to participate in either a virtual zoom meeting, or comment individually via written response. Neighbors included those to the west, along Corporate Drive, to the south, along Long Lake, and to the east, across Crooks. The developer of this proposed property owns the immediate property to the north. The masterplan graphic, along with contact information for responses to be submitted were included in the mailed communication to each of the neighbors.

No responses were received from any of the neighbors and as such no virtual meeting occurred.

See following page for copy of letter submitted.

150 West Jefferson Avenue
Suite 1700
Detroit MI 48226
USA

Tel 313.965.1600
Fax 313.965.8060



03.11.21

Dear Mr. Dugan:

Re: 1175 W. Long Lake Rd
Troy, Michigan

You are being sent this letter as the owner of the above referenced property based on a review of publicly available information. Long Lake Crooks Development Associates, L.L.C. (the "Developer") intends to develop the vacant 24.08 property located at the northwest corner of the intersection of Crooks Road and Long Lake Road. It is planned to be a mixed-use development.

The Developer is required to notify nearby landowners of the proposed development and ask for comments. A proposed concept masterplan is enclosed for your reference. If you wish to verbally comment, please email Chris Beck no later than March 29th, 2021. A virtual Zoom meeting will be set up for you to provide verbal comments. Alternatively, you may also provide written comments to the undersigned no later than April 5th, 2021 by sending an email to chris_beck@gensler.com.

Before this development will occur, it must be thoroughly reviewed and approved by the City of Troy. The City will likely be in contact with you to advise you of the time and place of any public hearing that may be required for this development.

Thank you.

A handwritten signature in black ink, appearing to read "C. Beck".

Chris Beck, AIA, LEED-AP BD&C
Senior Associate
Gensler

Attachment: Crooks & Long Lake Masterplan
C: Brent Savidant (via email)

CROOKS & LONG LAKE // MASTER PLAN



LONG LAKE & CROOKS

CONCEPT DEVELOPMENT PLAN

KOJAIAN + GENSLEER + PEA GROUP + FLEIS & VANDENBRINK | NOVEMBER 28, 2022 | CDP

Planned Unit Development – Concept Development (CDP) Submittal

Project: Long Lake & Crooks Masterplan Development

Original Submission Date: April 22, 2022

Revised Submission Date: November 28, 2022

City of Troy, Planning Department

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



Kojaian
Long Lake Crooks Development Associates, LLC
tantone@kojaian.com
39400 Woodward Avenue, Suite 250
Bloomfield Hills, MI 48304
(248) 644-7600
Contact: Anthony G. Antone, Vice President

Gensler

Gensler
150 West Jefferson, Suite 1700
Detroit, MI 48226
(313) 496-8966
Contact: Chris Beck, Project Manager



Fleis & Vandenbrink
27725 Stansbury Blvd., Suite 195
Farmington Hills, MI 48334
(248) 342-5786
Contact: Julie Kroll, PE, PTOE

PEA GROUP

PEA Group
2430 Rochester Court, Suite 100
Troy, MI 48083
(248) 528-7369
Contact: James Butler, PE



Dawda, Mann, Mulcahy, & Sadler
39533 Woodward, Suite 200
Bloomfield Hills, MI 48304
(248) 642-4248
Contact: Tyler D. Tennent

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A. Certified Boundary Survey – Refer to Appendix: Sheet C-1

Legal Description of Property

A parcel of land in a part of the southeast quarter of Section 8, T.02N., R.11 E., City of Troy, County of Oakland, State of Michigan described as follows:

Commencing at the Southeast corner of Section 8, T.02N., R.11 E., City of Troy, County of Oakland, State of Michigan, thence South 87 degrees 15 minutes 31 seconds West 130.00 feet; thence North 02 degrees 37 minutes 54 seconds West 100.00 feet to the north line of Long Lake Road (width varies) and the POINT OF BEGINNING; thence along the said north line the following three (3) courses and distances 1) South 87 degrees 15 minutes 31 seconds West 894. 70 feet; 2) North 02 degrees 30 minutes 26 seconds West 10.00 feet; 3) South 87 degrees 15 minutes 31 seconds West 364.00 feet; thence North 47 degrees 37 minutes 28 Seconds West 42.26 feet to the easterly line of Corporate Drive (120' wide); thence North 02 degrees 30 minutes 26 seconds West 424.81 feet to a point of curvature; thence 353.35 feet along a curve to right, said curve having a radius 710.00 feet, a central angle of 28 degrees 30 minutes 52 seconds, and a chord that bears North 11 degrees 45 minutes 00 seconds East 349.71 feet; thence North 87 degrees 15 minutes 31 seconds East 1240. 77 feet to the west line of Crooks Road (width varies); thence along said west line the following three (3) courses and distances: 1) South 02 degrees 37 minutes 54 seconds East 463.36 feet; 2) South 87 degrees 22 minutes 06 seconds West 10.00 feet; 3) South 02 degrees 37 minutes 54 seconds East 310.00 feet; thence South 42 degrees 18 minutes 48 seconds West 42.47 feet to the POINT OF BEGINNING.

Parcel 20-08-477-001 Vacant Land

B. Development Concept:

Long Lake Crooks Development Associates, L.L.C. (the "Developer") proposes a mixed-use development within the approximate 24.08-acre site bound by Long Lake Road to the south, Crooks Road to the east and Corporate Drive to the west (the "Site"). In concept, this development is envisioned to offer various needed services to the Long Lake corridor and surrounding community and create a development of mixed horizontal and vertical forms. The Site has the potential to be comprised of workplace / medical office space, retail, commercial, residential, and hospitality uses, with the desired overall potential of maximizing the developmental area and providing interconnectivity for vehicles and pedestrians.

The overall phasing of the development will be dependent on the market and the Developer's success and cadence in acquiring prospective users. Final Site configurations will be contingent on such cadence and specific user requirements, both of which will influence final building massing, location, and overall Site character. Final development solutions for each use will be individually issued for approval as part of the preliminary and final development approval process during future timeframes.

The basis of the documentation included within this Concept Development Plan and the PUD application is to demonstrate the desired intent of the overall Site development over a period of time. It is conceptual in nature, however, demonstrates a thoughtful and desired solution to the Site for which a planned unit development zoning status is needed. The descriptions and illustrations within this application form the basis of the development concept.

Development Areas:

The Concept Development Plan envisions several Site components identified as development areas (refer to appendix sheet A-6). Although sequentially numbered, these development areas are not intended to reflect a specific order of cadence, but to identify separate areas within the overall Site that will be developed through a phased approach.

Development Area 1: A residential component is intended for the northwest corner of the Site that will foster a permanent population and enhance further development of the remaining development areas. This residential component will support the increasing demands of the City's housing needs and satisfy a key component in the intended live / work / play environment the Site is focused to achieve.

Development Area 2: The largest development area of the Site is proposed for workplace / medical office and is generally intended to be the anchor development within the overall Site. This development area will support the functional needs of prospective users of the Site and/or nearby residents, bringing significant growth opportunities for the City and further energizing the area. If developed for either single anchor or multi-tenant configurations, the buildings in this development area will support the flexible workplace environment tenants seek within Class-A office/flex-tech space.

Development Area 3: This development area reflects an additional opportunity for added workplace, office, retail, and residential use. Centered within the Site, this development area can act as either a standalone anchor development or as an expansion of use based on the success of either Development Areas 1 & 2. Supporting parking will be included within the development footprint.

Development Area 4: The development area is for lodging with an intended inclusion of an anchor hotel. The building will be designed so that it is easily convertible to residential, (apartment or condominium), use if desired in the future. Currently located on the southwestern corner of the Site, the final location of the hotel may adjust along Corporate Drive dependent on the final retail / restaurant configuration in other areas of the Site. As with the retail and residential components, the hotel is deemed as an asset to both the immediate Site as well as the broader community.

The remaining areas along Long Lake, as illustrated on the Concept Development Plan, offer retail / restaurant opportunities. These intended areas provide destinations for the surrounding community while also supporting other developments on the Site. They are smaller in scale and are intended to energize the Long Lake and Corporate Drive frontage for both vehicular and pedestrian foot traffic by becoming favorite 'go-to' locations. They are not considered a separate development area, but intended to be built either as part of any phase of the development or separately after 50% completion of the first phase.

A combination of surface and structured parking will support the development of the Site based on the expected development uses. Surface parking will support the needs of the short-term visitors of office, retail, and hotel uses, while structured parking, situated away from the high visibility of Long Lake and Crooks will support the daily occupants of the larger office and mixed-use buildings. Each development area will meet all parking requirements as mandated for its use within the City guidelines.

The Developer requests the flexibility to choose the locations of each permitted use within a development area, the sequence of development, and the specific features and boundaries of

each area depicted in the Concept Development Plan. Market forces and user requirements are constantly changing. As a result, the PUD zoning concept, together with an appropriate Development Agreement, will facilitate this flexibility and encourage development without adversely impacting the preliminary and final development plan approval processes required by the City under the Zoning Ordinance.

All development areas shall be integrated through design elements including but not limited to architecture, materials, landscaping, pedestrian connectivity, street connectivity, and shared parking and in accordance to all City requirements.

Landscaping shall meet or exceed required landscaping for similar projects as per Chapter 39, Section 13.02.

Temporary undeveloped portions of the Site shall be appropriately maintained including grass cutting, snow removal, keeping the Site free of refuse, etc.

Amenity Areas:

Various amenities will be required as part of the development areas as shown in the Concept Development Plan – Amenity Zones (refer to appendix sheet A-7). The overall configuration of amenity areas is flexible however they have been purposefully located and sized based on proximity and use of each development area as well as connectivity and access to each other and the local community. Overall, amenity areas account for approximately 135,000 SF, (3 acres), of the total Site area, or 12%.

The amenity areas as illustrated include the following:

Amenity Area 1A: Open green spaces for flexible use, community seating areas / built shelters and fire pits.

Amenity Area 1B: Dog park, walking path.

Amenity Area 2A: Landscape / public art - sculpture garden, walking paths and seating.

Amenity Area 2B: Fitness path, pickle ball courts.

Amenity Area 3: Open green space, bocce ball, food truck staging area.

Overall: Connecting pathways/sidewalks allow both internal and public pedestrian access and engagement across all amenity areas. Continuity of landscape, vegetation and site furnishings will provide a cohesive and connected aesthetic across all parts of the Site.

Natural Areas:

Approximately 3.6 acres of natural wetland will be preserved on the Site, located within two distinct areas, Natural Area 1 and Natural Area 2, as illustrated in the Concept Development Plan (refer to appendix sheet A-7). No development will occur within the natural areas. Viewed as part of the overall Site amenities, the wetlands further enhance the natural landscape and create buffers between development areas that support a more open site environment and will help to minimize the appearance of overall densification. Vegetation within these areas will remain

untouched, except as may be required by the permitting authorities or to facilitate opportunities to clear low lying scrub vegetation for visual access as well as physical approach along the wetland boundaries.

Amenity areas have strategically been placed adjacent to these natural wetlands to further increase the openness and outdoor offerings to users of the Site and public alike.

C. Location Map – Refer to Appendix: Sheet C-0

D. Land Use Map – Refer to Appendix: Sheet A-1

Properties adjacent to site are: Office, Retail/Restaurant and Cemetery

E. Certified Boundary Survey – Refer to Appendix: Sheet C-1 Topographic Survey

F. Density Analysis:

| | Zoning | Proposed |
|-------------------------------|------------------------------------|-----------------|
| District | Max. % of Building Coverage | |
| OM – Office Mixed Use | 40% | 37% |
| UR – Urban Residential | 50% | N/A |
| GB – General Business | N/A | 10% |
| Overall Site | N/A | 27% |

G. Road/Circulation System

- Private Roads within Site
- Entrances
 - Crooks Road Boulevard
 - Main Entry with deceleration lane / Exit
 - Long Lake Road Boulevard
 - Main Entry with deceleration lane / Exit
 - Retail / Restaurant entry with deceleration lane / Exit
 - Corporate Drive Boulevard
 - Main Entry with deceleration lane / Exit
 - Hotel entry with deceleration lane / Exit
- Circulation Pattern
 - Main routes are East to West from Crooks Road to Corporate Drive
 - Intersecting route from Long Lake Road
- Pedestrian walkways throughout the Site to provide walkability and easy access to amenities

H. Utilities – Refer to Appendix: Sheet C-3 Conceptual Utility Plan

- Gas – Connect to existing from Crooks Road
- Electric - Connect to existing from Long Lake Road
- Water / Fire
 - Connect to existing watermain from Corporate Drive
 - Connect to existing watermain from Crooks Road
- Sanitary Sewer – Connect to existing from Long Lake Road
- Communications – Connect to existing from Long Lake Road
- Storm
 - Connect to the existing structure at the corner of Crooks Road and Long Lake
 - Underground detention area in parking lot near Detention Pond
 - Detention Area will feature a natural pond with walking path and landscaping

I. Open Space/Common Areas:

The Site is currently vacant and not accessible to the public. The Concept Development Plan envisions that a portion of the Site will provide a park like setting and access to the pedestrian boulevards and retail/restaurants, which can be used at the leisure of residents and visitors. This interconnectivity to the Site features and outdoor amenities is a recognizable public benefit.

Open space is incorporated to the greatest extent possible while balancing building, parking and circulation needs within the boundaries of the Site. Open, vegetated areas are located to minimize large scale hardscape zones. Public access is focused primarily to the southern end of the Site, along the Long Lake corridor.

Continuous paved walking paths wrap the development area, connecting open spaces, as well as the incorporation of a potential natural pathways and seating areas.

Native, high quality, vegetation replaces the current low value tree stock and is intended to be incorporated throughout the development areas within open/common spaces, softening the more formal approach of the buildings and balancing human scale to surrounding built environment.

Refer to Appendix: Sheet C-2.0 and Sheet A-7 for Conceptual Site Plan, natural area, and site amenity diagramming.

J. Uses: Refer to Appendix: Sheet A-6, A-8, A-9, A-10, A-11

- Lodging / Residential
- Retail / Restaurant
- Office / Medical / Residential
- Parking – Surface / Deck

The proposed uses are to be a mixture of commercial, retail, residential, and office, (live / work / play) with both structured and surface parking. All uses are subject to Preliminary Development Plan Approval and described as follows:

Development Area 1: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the UR – Urban Residential District and all associated surface parking.

Development Area 2: Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM - Office Mixed Use District, the O - Office District, or the GB-General Business District, as referenced in the Zoning Ordinance, and a multi-story parking structure and surface parking features.

Development Area 3: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking; Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM - Office Mixed Use District, the O - Office District, or the GB-General Business District, as referenced in the Zoning Ordinance; "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance; Conference, meeting, and banquet facility uses permitted as of right or requiring special approval, and their accessory uses consistent with such uses the GB - General Business District in the Zoning Ordinance; and, all associated surface parking.

Development Area 4: Lodging or extended stay facility uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the GB – General Business District identified in the Zoning Ordinance; and, Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking.

Restaurant/Retail Areas: "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance, and their accessory uses, and all associated surface parking.

Amenity Area 1A: "Open Space" as defined by the Zoning Ordinance for use as an open field activity area.

Amenity Area 1B: "Open Space" as defined by the Zoning Ordinance for use as a dog park.

Amenity Area 2A: "Open Space" as defined by the Zoning Ordinance for use as a public art or sculpture garden.

Amenity Area 2B: "Open Space" as defined by the Zoning Ordinance for use as a fitness trail and pickle ball courts.

Amenity Area 3: "Open Space" as defined by the Zoning Ordinance for use as a bocce ball court and outdoor seating.

Natural Areas A and B: Restricted from development and shall remain in an "Undeveloped State" as defined in the Zoning Ordinance.

K. Development Guidelines:

| DISTRICT | MAX SQUARE FOOTAGE | MIN # FLOORS | MIN BUILDING HEIGHT | MAX # FLOORS | MAX BUILDING HEIGHT |
|-------------------------|---------------------|--------------|---------------------|--------------|---------------------|
| DEVELOPMENT AREA 1 | 350,000 sf | 3 | 40' | 7 | 90' |
| DEVELOPMENT AREA 2 | 500,000 sf | 4 | 60' | 10 | 150' |
| DEVELOPMENT AREA 3 | 350,000 sf | 4 | 60' | 10 | 150' |
| DEVELOPMENT AREA 4 | 105,000 sf | 3 | 40' | 7 | 90' |
| RETAIL/RESTAURANT AREAS | 18,000 per building | 1 | 17.5' | 2 | 35' |

See Sheet A-12 for massing

MINIMUM SETBACKS (measured from perimeter property lines or public rights of way)

| DISTRICT | FRONT SETBACK | SIDE SETBACK | REAR SETBACK |
|-------------------------|---------------|--------------|--------------|
| DEVELOPMENT AREA 1 | 10' | 20' | 30' |
| DEVELOPMENT AREA 2 | 10' | 20' | 30' |
| DEVELOPMENT AREA 3 | 10' | 20' | 30' |
| DEVELOPMENT AREA 4 | 10' | 20' | 30' |
| RETAIL/RESTAURANT AREAS | 10' | 20' | 30' |

L. Traffic Impact Study:

Refer to Appendix: Sheet TR-1 - Traffic Impact Study and Shared Parking Study.

Executive Summary

This report presents the results of a Traffic Impact Study (TIS) for the proposed master plan development located generally in the northeast quadrant of the Long Lake Road and Corporate Drive intersection adjacent to the west side of Crooks Road in Troy, Michigan.

This analysis is based on the conceptual development plan included with the application. This study includes an evaluation of the highest trip generation for the potential uses of the Site, thereby providing a conservative analysis. The land uses included herein were assumed for analysis purposes and do not necessarily reflect the actual proposed land uses on this Site.

The proposed conceptual plan evaluated in this study includes the development of the approximately 24-acre parcel with office, hotel, and retail/restaurant land uses. Parking for the Site was assumed to be provided through a combination of parking structures and surface parking. The Site access will be finalized at the site plan phase of the project, however for this analysis access was assumed via seven (7) site driveways; two (2) on SB Crooks Road, two (2) on Long Lake Road, and three (3) on Corporate Drive. Long Lake Road and Crooks Road are under the jurisdiction of the Road Commission for Oakland County (RCOC), whereas Corporate Drive is under the jurisdiction of the City of Troy.

The scope of this study was developed based on Fleis & VandenBrink's (F&V) knowledge of the study area, understanding of the development program, accepted traffic engineering practice and information published by the Institute of Transportation Engineers (ITE), and pursuant to the requirements of the City of Troy and the RCOC. Additionally, F&V solicited input regarding the scope of work from the City of Troy's engineering consultant (OHM Advisors).

Background Data

Due to the impacts of COVID-19 and the subsequent closures of businesses and schools, current traffic volume data is not representative of "typical" operations. In addition, the on-going construction on I-75 has significant impacts on the traffic volumes throughout the study network. Therefore, the traffic volume data necessary for this study were obtained from multiple sources:

- SCATS volume data was obtained from RCOC at the signalized study intersections within the network for use in this study. The SCATS data utilized for this study was obtained for September 13, 2018, prior to COVID-19 and the I-75 construction impacts.
- F&V subconsultant Traffic Data Collection, Inc. (TDC) performed weekday AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak hour turning movement counts on Wednesday, October 6, 2020 at the unsignalized intersections.

A 0.5% annual background growth rate was applied to the 2018 signalized traffic volumes to calculate the baseline 'existing' 2020 traffic volumes. COVID-19 adjustment factors were applied at the unsignalized intersections to calculate the baseline 'existing' 2020 traffic volumes. The traffic volumes were then balanced upwards through the study network. 'Dummy nodes' were added at locations to account for sink and source volumes between intersections.

Trip Generation

The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the proposed development was forecast based on data published by ITE in the *Trip Generation Manual, 10th Edition*. The site trip generation forecast is summarized in **Table 1**. The proposed trip generation included in this analysis was reviewed with the City Traffic Consultant (OHM) prior to use in the study. *Note: Internal trip capture and pass-by trip reductions were not included in this study to provide a conservative analysis.*

Table E1: Trip Generation Summary

| Land Use | ITE Code | Amount | Units | Average Daily Traffic (vpd) | AM Peak Hour (vph) | | | PM Peak Hour (vph) | | |
|-------------------------------------|----------|-----------|--------|-----------------------------|--------------------|------------|--------------|--------------------|--------------|--------------|
| | | | | | In | Out | Total | In | Out | Total |
| High Turnover (Sit-down) Restaurant | 932 | 54,000 | SF | 6,058 | 295 | 242 | 537 | 327 | 201 | 528 |
| Hotel | 310 | 308 | Rooms | 3,050 | 88 | 61 | 149 | 105 | 100 | 205 |
| Medical-Dental Office Building | 720 | 1,000,000 | GFA SF | 38,332 | 1,353 | 381 | 1,734 | 950 | 2,442 | 3,392 |
| Total Trips | | | | 47,440 | 1,736 | 684 | 2,420 | 1,382 | 2,743 | 4,125 |

Site Trip Distribution

The site access for this analysis was assumed via seven (7) driveways: three (3) on Corporate Drive, two (2) on Long Lake Road, and two (2) on SB Crooks Road. The vehicular trips that would be generated by the proposed development were assigned to the study roads based on the proposed site access plan, the existing peak hour traffic patterns on the adjacent roadway network, and the methodologies published by ITE. The adjacent street traffic volumes were used to develop the trip distribution. In order to determine the projected site traffic distribution, it was assumed that the existing adjacent street traffic volumes in the AM are home-to-work based trips,

and in the PM are work-to-home based trips. Therefore, the trip distribution assumes trips are coming into the study network and entering the development for work in the AM peak hour, then leaving work and exiting the network towards home in the PM peak hour. The ITE trip distribution methodology assumes that new trips will return to their direction of origin. The site trip distribution used in the analysis is summarized in **Table E2**.

Table E2: Site Trip Distribution

| From/To | Via | AM | PM |
|--------------|----------------|-------------|-------------|
| North | Crooks Road | 28% | 30% |
| South | Crooks Road | 14% | 19% |
| East | Long Lake Road | 18% | 17% |
| East | I-75 Ramp | 28% | 18% |
| West | Long Lake Road | 12% | 16% |
| Total | | 100% | 100% |

Conclusions

The conclusions of this TIS are as follows:

Masterplan Development Assumptions

- This analysis is based on the Conceptual Development Plan included with the application. This study includes an evaluation of the highest trip generation associated with the potential uses for this Site. Therefore, the traffic analysis included herein provides a conservative analysis for this development. The land uses included herein were assumed for analysis purposes and do not necessarily reflect the actual proposed land uses on this Site.
 - The proposed conceptual plan evaluated in this study includes the development of the approximately 24-acre parcel with office, hotel, and retail/restaurant land uses.
 - Parking for the Site was assumed to be provided through a combination of parking structures and surface parking.
 - The site access will be finalized at the site plan phase of the project, however for this analysis access was assumed via seven (7) site driveways; two (2) on SB Crooks Road, two (2) on Long Lake Road, and three (3) on Corporate Drive.

Trip Generation Comparison

- A trip generation comparison analysis was performed to show the potential trip generation associated with development permitted under the existing Office (O) zoning. The results of the analysis indicate that the proposed development plan will generate more trips throughout the day and during both peak hours, as compared to a potential development currently permitted by right under the existing zoning.

Existing Conditions

- All approaches and movements at the study intersections currently operate acceptably, at LOS D or better during both peak periods, with the exception of the following:
 - The overall intersection of Crooks Road & Corporate Drive/I-75 Ramp is currently operating at LOS E during the AM peak period with multiple approaches and movements operating at LOS E and LOS F during both AM and PM peak periods.

- The southbound left-turn movement at the intersection of Corporate Drive & New King Drive is currently operating at LOS E during the AM peak period.
- The southbound approach at the intersection of EB Long Lake Road and Investment Drive is currently operating at LOS E during the AM peak hour and LOS F during the PM peak hour.
- The westbound right turn movement at the intersection of WB Long Lake Road & Corporate Drive is currently operating at LOS E during the AM peak hour.
- Review of SimTraffic network simulations indicates long vehicles queues at the signalized intersection of Crooks Road & Corporate Drive/I-75 Ramp during both peak periods. Microsimulations indicate acceptable operations at all other study intersections.

Background Conditions (*without the proposed development*)

- A conservative annual growth rate of 0.5% per year was applied to the 2020 traffic volumes in order to determine the background 2025 traffic volumes.
- The results of the background conditions analysis show that the study intersections will continue to operate in a similar manner to existing conditions, with some increases in the delay.

Future Conditions (*with the proposed development*)

- The results of the future conditions analysis show that, with the addition of the site-generated traffic, all study intersection approaches and movements will operate in a manner similar to existing and background conditions, with the exception of the following:
 - The intersection of Crooks Road & Corporate Drive/I-75 Ramp is expected to operate at LOS F during both AM and PM peak periods with significant increases in delay for the westbound approach during the AM peak hour and the eastbound approach during the PM peak hour.
 - The southbound left-turn on Crooks Road at Tower Drive exceeds the available storage length and impacts the upstream operation at the intersection of Crooks Road & Corporate Drive/I-75 Ramp.
 - The northbound left turn movement at NB to SB Crooks Road crossover north of Long Lake Road is expected to operate at LOS E during both AM and PM peak hours.
 - The southbound left turn movement at the SB to NB Crooks Road crossover north of Long Lake Road is expected to operate at LOS F during PM peak hour.
 - The southbound left turn movement at SB to NB Crooks Road crossover south of Long Lake Road is expected to operate at LOS F during the PM peak hour.
 - The eastbound right turn movement on the E. Site Drive at Crooks Road is expected to operate at LOS F during the PM peak hour.
 - The southbound right turn movement at WB Long Lake Road and S.E. Site Dr. is expected to operate at LOS F during the PM peak hour.
 - The westbound left turn movement at the N. Site Drive at the Corporate Drive is expected to operate at LOS E during the PM peak hour.

- The westbound left turn movement at the N.E. Site Drive & SB Crooks Road intersection is expected to operate at LOS F during the PM peak hour.
- The westbound left turn movement at the N.W. Site Drive & Corporate Drive intersection is expected to operate at LOS E and LOS F during the AM and PM peak hour, respectively.
- Review of SimTraffic network simulations indicates long vehicles queues at the signalized intersection of Crooks Road & Corporate Drive/I-75 Ramp during both peak periods. Additionally, long vehicle queues exceeding the available storage length were observed at the Tower Drive Crossover, the SB-to-NB Crossover located north and south of Long Lake Road. Microsimulations indicate acceptable operations at all other study intersections.

Access Management

- The results of the analysis indicate that right-turn deceleration tapers are recommended at the site driveways on Corporate Drive and full-width right-turn lanes are recommended at the proposed site driveway locations on Crooks Road and Long Lake Road.
- There are no site access driveways proposed at this time with this PUD. Therefore, the site access driveways will be further reviewed for access management and auxiliary lanes during the development of site plan(s) for this PUD.

Parking Study

- The proposed PUD includes the addition both surface parking spaces and one or more parking structures.
- A minimum of 4,580 parking spaces is recommended for this Site.

Project Phasing

- There is no identifiable phasing plan at this juncture of the proposed development. The overall development is assumed to be phased over time, based on tenant opportunities and economic viability. As various areas are developed, a phasing plan will be formulated in a manner where all parking and building requirements are met throughout each phase.

Recommendations

The recommendations of this TIS are as follows:

| Recommended Intersection Improvement (Future 2025) | |
|---|--|
| # 10 Crooks Road & Corporate Drive / I-75 Ramp | |
| <i>Eliminate the EB and WB left-turn movements and the split phasing</i> | |
| <ul style="list-style-type: none"> • Operate as median U-turn on east and west approaches. • Construct new SB to NB crossover south of Corporate Drive. • Construct additional westbound right-turn lane • Extend the southbound left-turn storage length (~200 feet) | |
| # 30 NB Crooks Road & Tower Drive | |
| <i>Eliminate direct left turns and operate intersection with indirect left-turns.</i> | |
| <ul style="list-style-type: none"> • Close existing crossover at intersection • Construct new NB to SB crossover north of Tower Drive | |
| # 40 NB to SB Crooks Road X/O north of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide signalization | |
| # 50 SB to NB Crooks Road X/O north of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide dual lane crossover | |
| # 130 WB to EB Long Lake Road X/O west of Investment Drive | |
| <ul style="list-style-type: none"> • Provide signalization | |
| #140 SB to NB Crooks Road X/O south of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization | |
| # 160 SB Crooks Road & E. Site Drive | |
| <ul style="list-style-type: none"> • Provide dual right-turn egress • Provide a right-turn deceleration lane on Crooks Road | |
| # 170 Corporate Drive & N. Site Drive | |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach • Provide a right-turn deceleration lane on Corporate Drive | |
| # 180 Corporate Drive & W. Site Drive | |
| <ul style="list-style-type: none"> • Provide a right-turn deceleration lane on Corporate Drive | |
| # 190 WB Long Lake Road & SW. Site Drive | |
| <ul style="list-style-type: none"> • Provide a right-turn deceleration lane on Long Lake Road | |
| # 200 WB Long Lake Road & SE. Site Drive | |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach • Provide a right-turn deceleration lane on Corporate Drive | |
| # 210 NB to SB Crooks Road XO north of Corporate Drive | |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization | |

| |
|---|
| # 220 SB to NB Crooks Road X/O south of Tower Drive (NEW) |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization |
| # 230 NB to SB Crooks Road X/O north of Tower Drive |
| <ul style="list-style-type: none"> • Relocate crossover further south to accommodate a NB to SB X/O south of Corporate Drive |
| # 240 SB to NB Crooks Road X/O south of Tower Drive |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization |
| # 250 SB Crooks Road & NE. Site Drive |
| <ul style="list-style-type: none"> • Provide dual right-turn egress • Provide a right-turn deceleration lane on Crooks Road |
| # 260 Corporate Drive & NW. Site Drive |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach |

M. Landscaping: Refer to Appendix: Sheets: L-1, T-1, T-2 and T-3

- Landscaping will be designed per Article 13 of the City of Troy Zoning Ordinance.
- Tree Survey Originally completed May 15, 2019
 - 1179 trees 6" DBH or greater were identified and tagged (18 on adjacent property)
 - One (1) tree on the property is in Good condition (Silver Maple)
 - Remaining trees are noted as Fair, Poor or Very Poor

N. Natural Resources/Features:

The Site topography is gently sloping from the west to the east (elevation 800 to 774). Most of the Site drains to the southeast property corner and outlets into an existing culvert. Several areas of the property were shown to be disturbed with mounding, digging and evidence of earthwork/contour changes. No buildings or roads exist on the Site.

Wetlands – Refer to Appendix: Sheet A-2, C-1

Based upon the wetland delineation in March 2019, four (4) wetlands were found on the property. Two (2) wetlands were determined to be regulated by the Michigan Department of Environment, Energy & Great Lakes (EGLE). Wetland A and Wetland D is regulated by the City of Troy and EGLE and will need use permits for any impacts. Wetland A is dominantly scrub shrub with a dominance of common buckthorn (*Rhamnus cathartica*), riverbank grape (*Vitis riparia*) and silver maple (*Acer saccharinum*). Wetland D is primarily a scrub shrub wetland with a dominance of glossy buckthorn. The parcel did get processed through the State of Michigan's Wetland Assessment in June 2019. As determined by EGLE, a small stream was identified within the southern edge of Wetland A and drains directly into the existing storm end section. The on-site water travels within the storm pipe along Long Lake and discharges into the Sturgis Drain. It was this relationship to Sturgis Drain that EGLE determined the on-site water feature a stream and thus regulating Wetland A and D. Refer to Wetland Map below and review the included wetland report. Therefore, the City of Troy* and EGLE will require a use permit for Wetland A.

Refer to Wetlands Summary Report dated April 2, 2019 and Wetlands Identification Report from EGLE dated July 29, 2019

Woodlands – Refer to Appendix: Sheet A-4, T-1, T-2, T-3

Approximately, eighty-three percent (83%) of the 24-acre parcel is wooded. The woodland is split between upland and wetland. The table below provides a break-down of tree species counts and overall tree health condition. Based upon the 2019 tree survey, one thousand one hundred-eighty (1,180) trees were tagged based upon the City's tree ordinance of 6-inch diameter at breast height. Twenty-five (25) different tree species were identified on the parcel with 98.9% being deciduous and 1.1% being evergreen. A majority of the tagged trees showed signs of stress which lead to a poor to very poor overall health (82.8% trees were considered poor to very poor). Factors that contribute to a poor to very poor health condition include trunk rot, trunk alignment, pests/ disease, excessive vine coverings, lack of crown, major limb damage and limited twig growth. The higher quality trees which consists primarily of hardwoods are shown in the chart with bold text. They represent only approximately 20% of the woodland. Most of these trees were located within an old utility corridor in the western portion of the property. In addition, scrub shrub habitat was dominant on the parcel consisting mostly of common buckthorn (*Rhamnus cathartica*). Based upon the statistical data, the woodland represents a low-quality woodlot with a dominance of prohibited trees species as listed by the City (box elder, cottonwood, white and green ash, black locust, silver maple, white poplar, etc.). Tree replacements should focus on high-quality hardwood native and/or cultivars of native trees for re-establishment.

Table 1.0 – 2019 Tree Survey Health & Diversity Chart

| Tree Type | Total Count | Poor/VP | Percentage of Total |
|-------------------------|--------------------|----------------|----------------------------|
| American Beech | 1 | 0 | 0.08% |
| American Elm | 130 | 105 | 11.02% |
| Austrian Pine | 5 | 5 | 0.42% |
| Basswood | 60 | 38 | 5.08% |
| Black Locust | 425 | 416 | 36.02% |
| Black Walnut | 126 | 75 | 10.68% |
| Black Willow | 1 | 1 | 0.08% |
| Blue Spruce | 6 | 0 | 0.51% |
| Box elder | 127 | 121 | 10.76% |
| Cottonwood | 30 | 20 | 2.54% |
| Domestic Apple | 8 | 8 | 0.68% |
| Green Ash | 78 | 72 | 6.61% |
| Norway Maple | 12 | 1 | 1.02% |
| Paper Birch | 1 | 1 | 0.08% |
| Pear | 1 | 1 | 0.08% |
| Red Maple | 2 | 0 | 0.17% |
| Scotch Pine | 2 | 2 | 0.17% |
| Shagbark Hickory | 1 | 1 | 0.08% |
| Silver Maple | 96 | 50 | 8.14% |
| Sugar Maple | 8 | 2 | 0.68% |
| Thornapple/Hawthorne | 25 | 25 | 2.12% |
| White Ash | 1 | 1 | 0.08% |
| White Poplar | 1 | 1 | 0.08% |

| | | | |
|--------------------------|-------------|---------------------|----------------|
| Wild Black Cherry | 23 | 22 | 1.95% |
| Yellow Birch | 10 | 9 | 0.85% |
| TOTALS | 1180 | 977 (82.80%) | 100.00% |

High Quality Tree Species 239 139 (58.16%) 20.25%

Deciduous Trees 1.10%
Evergreen Trees 98.90%

O. Parking Counts:

Refer to Appendix: Sheet TR-1 - Traffic Impact Study and Shared Parking Study, Section 10

P. Project Phasing:

There is no identifiable phasing plan at this juncture of the proposed development. The overall development is assumed to be phased over time, based on end-user opportunities and economic viability. As various areas are developed, a phasing plan will be formulated in a manner where all parking and building requirements are met throughout each phase.

Q. Public Services/Facilities:

Anticipated demand will be dependent upon the type of development and their uses. City of Troy has sufficient infrastructure to sufficiently support a development of this size and variety.

Much of the stormwater generated from the development will be collected and conveyed via an enclosed storm sewer network to an underground stormwater detention system. The underground detention system provides management of the stormwater rate and quality prior to its discharge into the Sturgis Drain.

R. Historical Resources and Structures:

Based upon available online resources and field observations, no known historic architecture, buildings, foundations and/or archeological features exist on the subject property. Historic aerial imagery suggests that the property was used primarily as agricultural property since 1940 to 1980.

From 1980, the site use changed to fallow field and developed into the wetlands and woodlands you see today. In 1963 – 1964, Interstate 75 was constructed, and Crooks Road entrance/ exit ramp was established. The introduction of the highway system energized the immediate surrounding area to develop into commercial and office/ mixed-use zoning.

Around 1999, the northern portion of the property was disturbed due to construction activity for the development of the office and mixed-use buildings and parking areas. In addition, the National Parks Services has only two sites listed on the historic register. The two listings are as follows:

- Brooks Farm: 3521 Big Beaver Road
- Caswell House: 60 West Wattles Road

Both historic sites are over 2.0 miles from the subject property. The proposed development will not adversely affect the listed historic parcels. The following figures show the progression of the subject parcel from 1940 through 1999. In summary, the parcel was heavily farmed for at least forty years with the last forty years being left to naturalized based upon its surroundings. Through

that time period, one house and accessory buildings have been shown to exist for approximately ten years.

Figure 4: 1940 B&W Aerial, Source: Oakland County Property Gateway. Property is utilized as agricultural.



Figure 5: 1963 B&W Aerial, Source: Oakland County Property Gateway. Introduction of Interstate 75, house located in the southeast corner of property; overall property is utilized as agricultural.



Figure 6: 1963 – Detail of house located at the southeast corner. House appears to be removed by 1974.

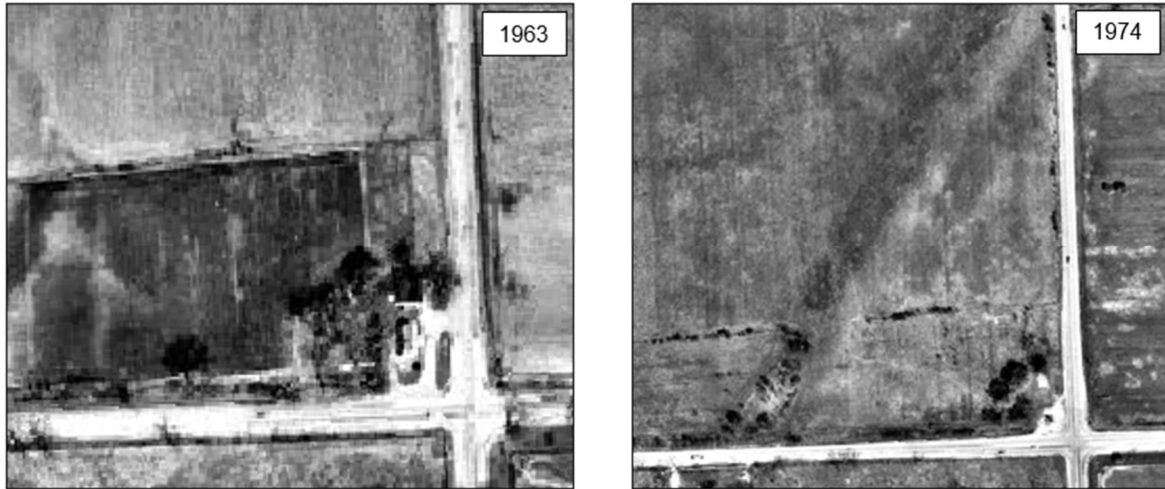


Figure 7: 1974 B&W Aerial, Source: Oakland County Property Gateway. Parcel continues as agricultural use



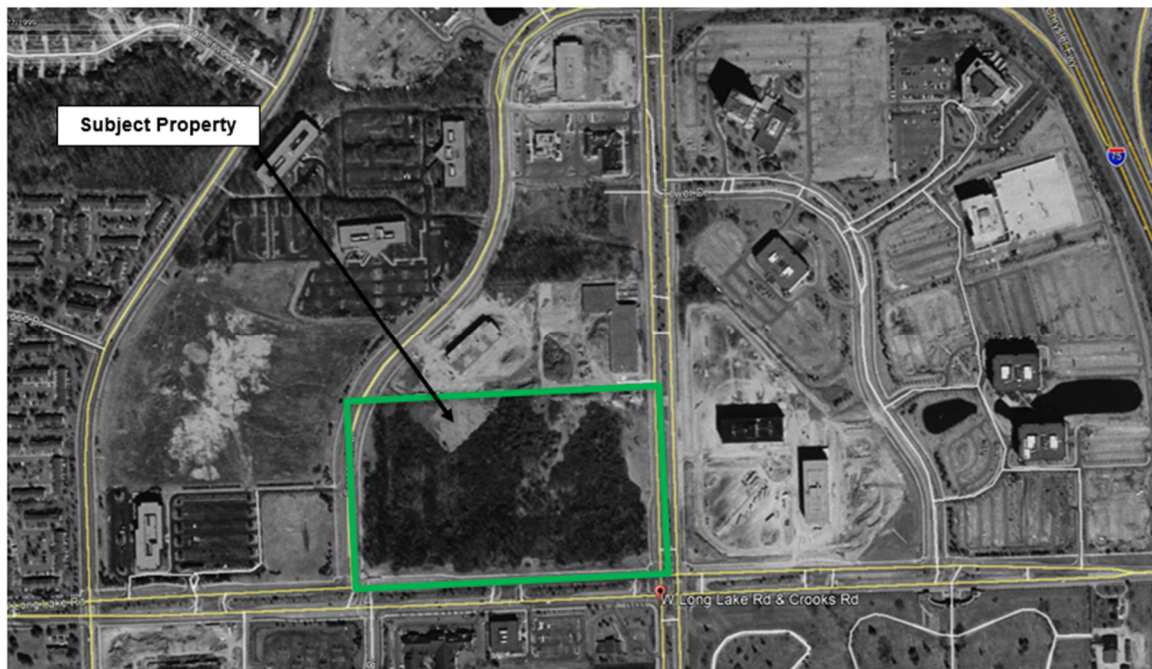
Figure 8: 1980 B&W Aerial, Source: Oakland County Property Gateway. It appears the parcel is not being farmed.



Figure 9: 1990 B&W Aerial, Source: Oakland County Property Gateway. Significant development surrounding the subject property with office and mix-use. From 1980 to 1990, Corporate Drive is constructed and Long Lake and Crooks Road becomes wider as a boulevard to address future traffic and growth.



Figure 10: 1999 B&W Aerial, Source - Google Earth. Parcel has developed wetlands and woodland area since approximately 1980 due to inactivity on the property (i.e. no farming, maintenance, etc.) Northern portion of the Site receives impacts from the construction activity to the north.



In summary, the Long Lake and Crooks Road 24-acre shares a similar history as most surrounding properties in Troy, Michigan. Once historically farmed, the Site was abandoned from farming and set aside for the future growth and development of the Detroit Metropolitan Area. As shown, this is one of the last large-scale pieces of property within the office and mixed-use zoning in the City of Troy. The resources on the Site are of poor quality due to the lack of land management or planning. As the surrounding properties were developed, this parcel received secondary impacts and disturbance which promotes pioneer plant and tree species to dominant.

S. Site Topography: Refer to Appendix: Sheet C-1

The Site topography is gently sloping from the west to the east (elevation 800 to 774). Most of the Site drains to the southeast property corner and outlets into an existing culvert. Several areas of the property were shown to be disturbed with mounding, digging and evidence of earthwork/contour changes. No buildings or roads were observed on the subject property.

T. Signage: Refer to Appendix: Sheet C-2

Final signage, based on individual area developments, will adhere to all city requirements / regulations as identified in City ordinances. In general, the following signage opportunities are assumed:

- Monument Signs – Four (4) monument signs will be provided
 - Main Entrances on Crooks Road, Long Lake Road and Corporate Drive with tenant signage
 - Corner of Long Lake and Crooks with development signage
- Building Signs – Signage will be provided for each of the structures within the property

- Directional Signs – Signage will be provided within the property related to parking, fire lanes, one-way traffic, etc.

U. Amenities:

Refer to Appendix: A-7 for locations and opportunities.

- Outdoor plazas to encourage interaction and engagement outside of the workplace.
- Outdoor dining areas opportunities within Retail / Entertainment locations as well as along 'pedestrian boulevard' where daily retail pop-ups can be incorporated.
- Pedestrian circulation paths and activity areas throughout the property for walkability, relaxation and encouragement of a healthy environment.
- Walking paths and activity areas for public and internal use.
- Public artwork

V. Existing Zoning Classification:

O - Office Building District Zoning

Development to support office uses and limited related retail and service uses which support an office environment.

Not supportive of prominent retail or other commercial components

Maximum height – 3 stories/ 36'

Density restrictions

Restaurants – not permitted

Hotel/Lodging – not permitted

Parking Decks – special approval only

W. Specification of Deviations:

The proposed re-zoning will shift from the current Site zoning of 'O' to the desired 'PUD', including variances of development use, maximum height and GSF.

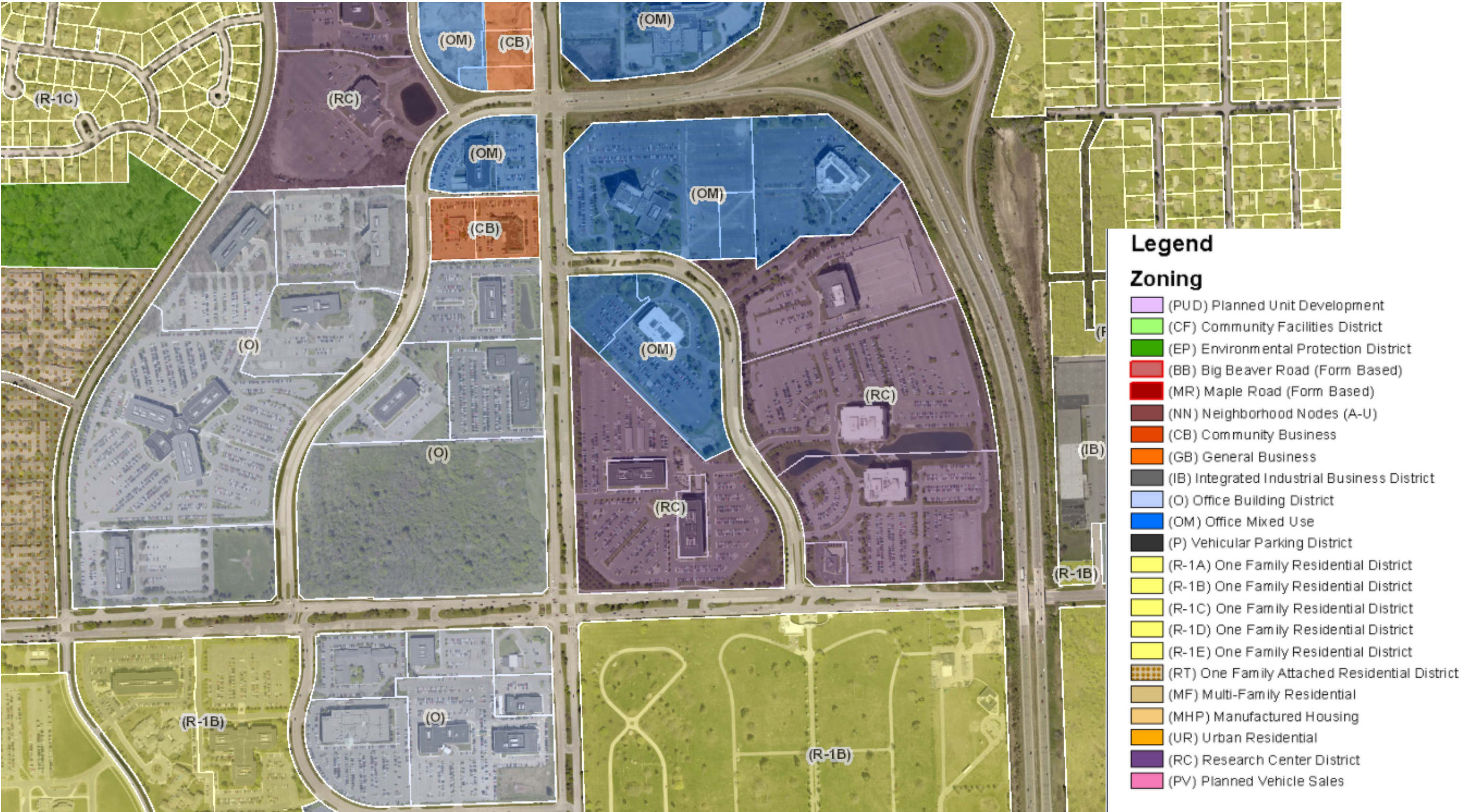
X. Community Impact Statement:

As part of the North Troy Master Plan, the integration of mixed-use developments will help encourage the public to remain in the area outside of the typical 9 to 5 office hours, which in turn will grow and strengthen the local economy and develop a larger presence for the Northfield district. Given the location of the Site, this development is intended to act as a gateway into the district, spearheading North Troy's positioning within the larger city context. It is hoped that the development of this vacant site will encourage further strategic redevelopment of properties within the surrounding area as the next generation of growth.

The development will be pedestrian-friendly and readily accessible, encouraging users to move from building to building in a campus / park-like setting. By enhancing site walkability and creating desirable public and private destinations, this gateway corner will be rejuvenated with new life and vibrancy that the district has currently been void of.

APPENDIX

ZONING MAP

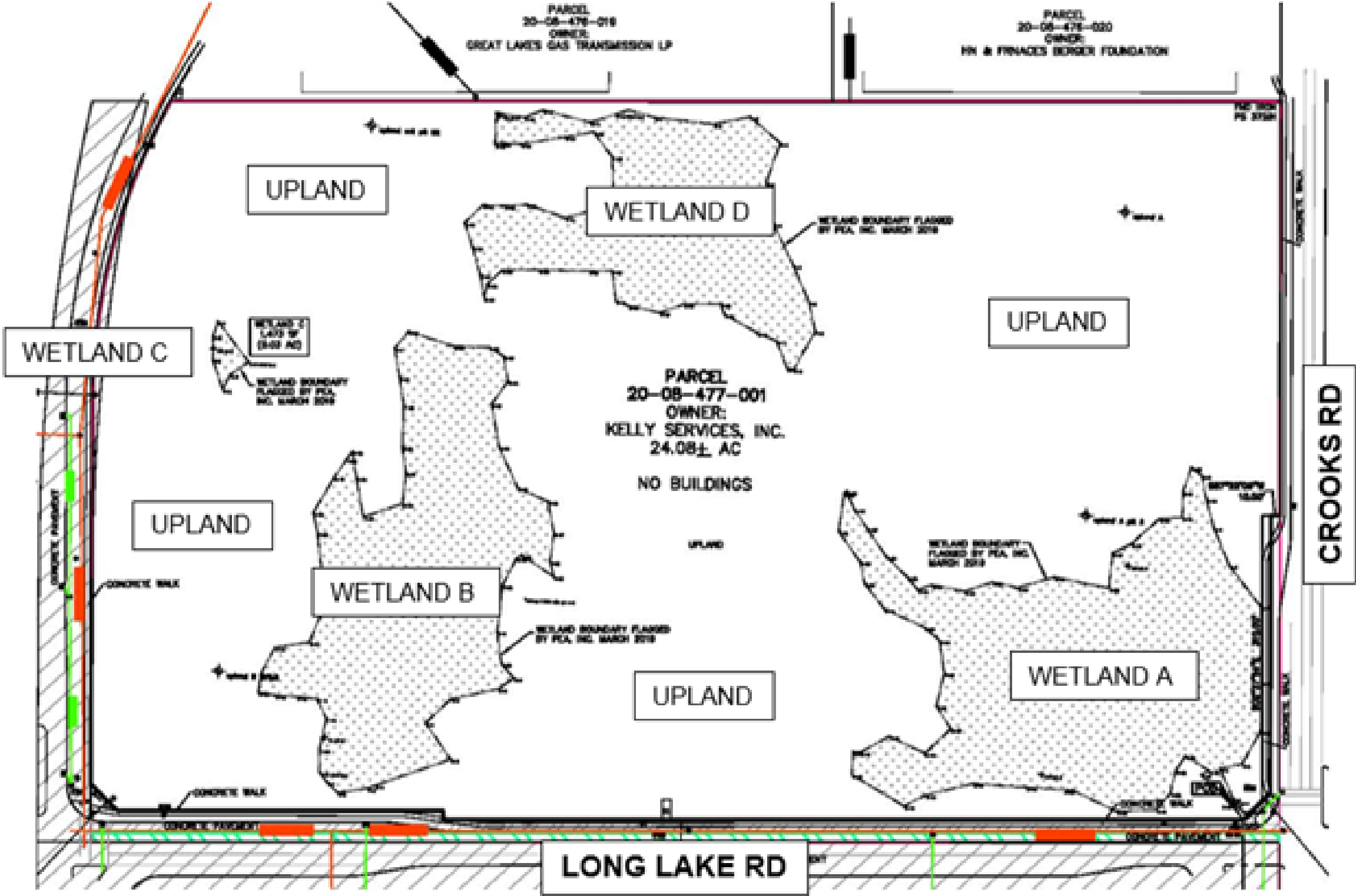


WETLANDS



FIGURE 1: SOURCE - OAKLAND COUNTY PROPERTY GATEWAY

WETLAND MAP



*City of Troy wetlands ordinance only regulates those wetlands regulated by the State of Michigan.

WOODLANDS



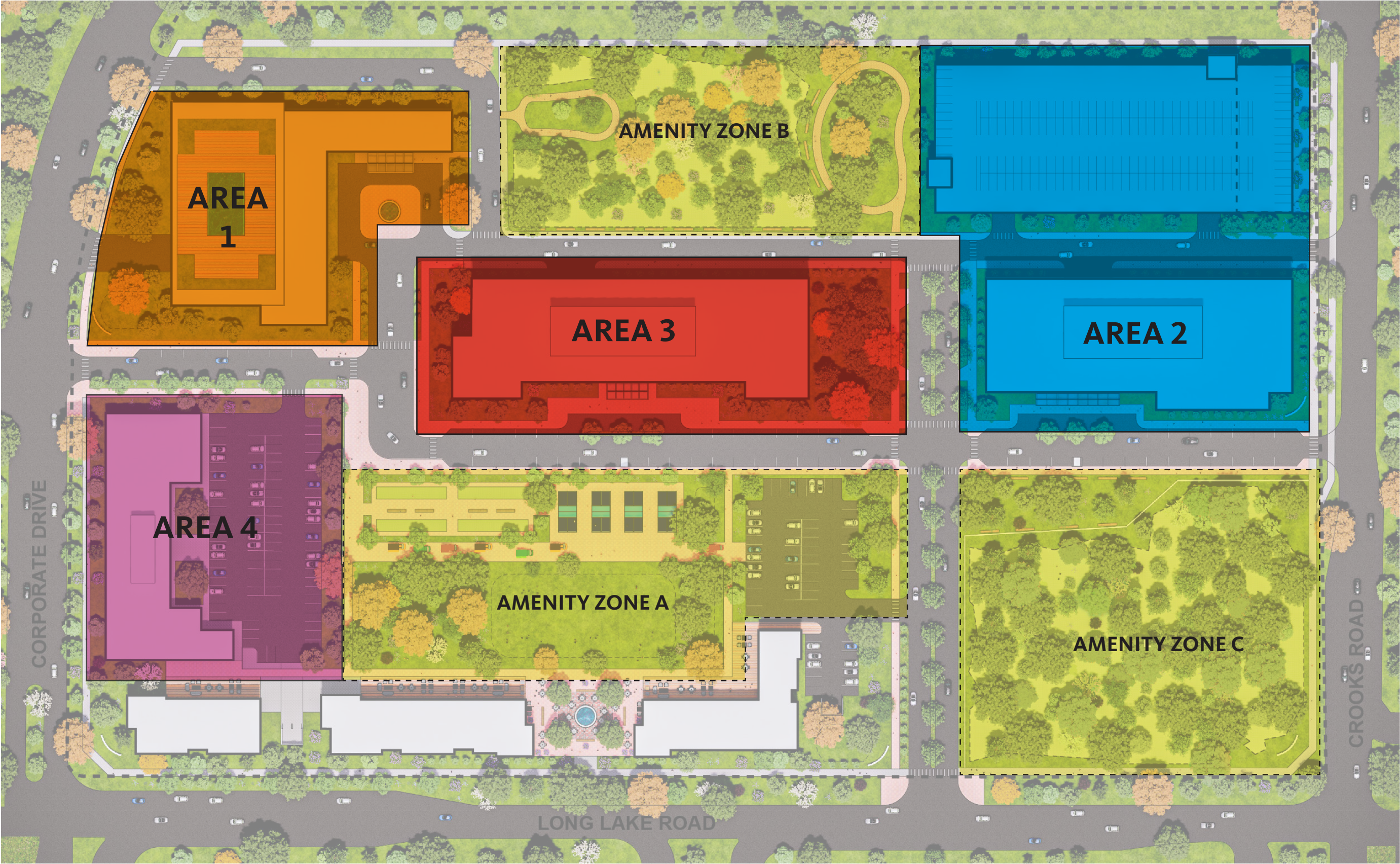
FIGURE 3: SOURCE - GOOGLE EARTH

CONCEPT DEVELOPMENT PLAN - OVERALL

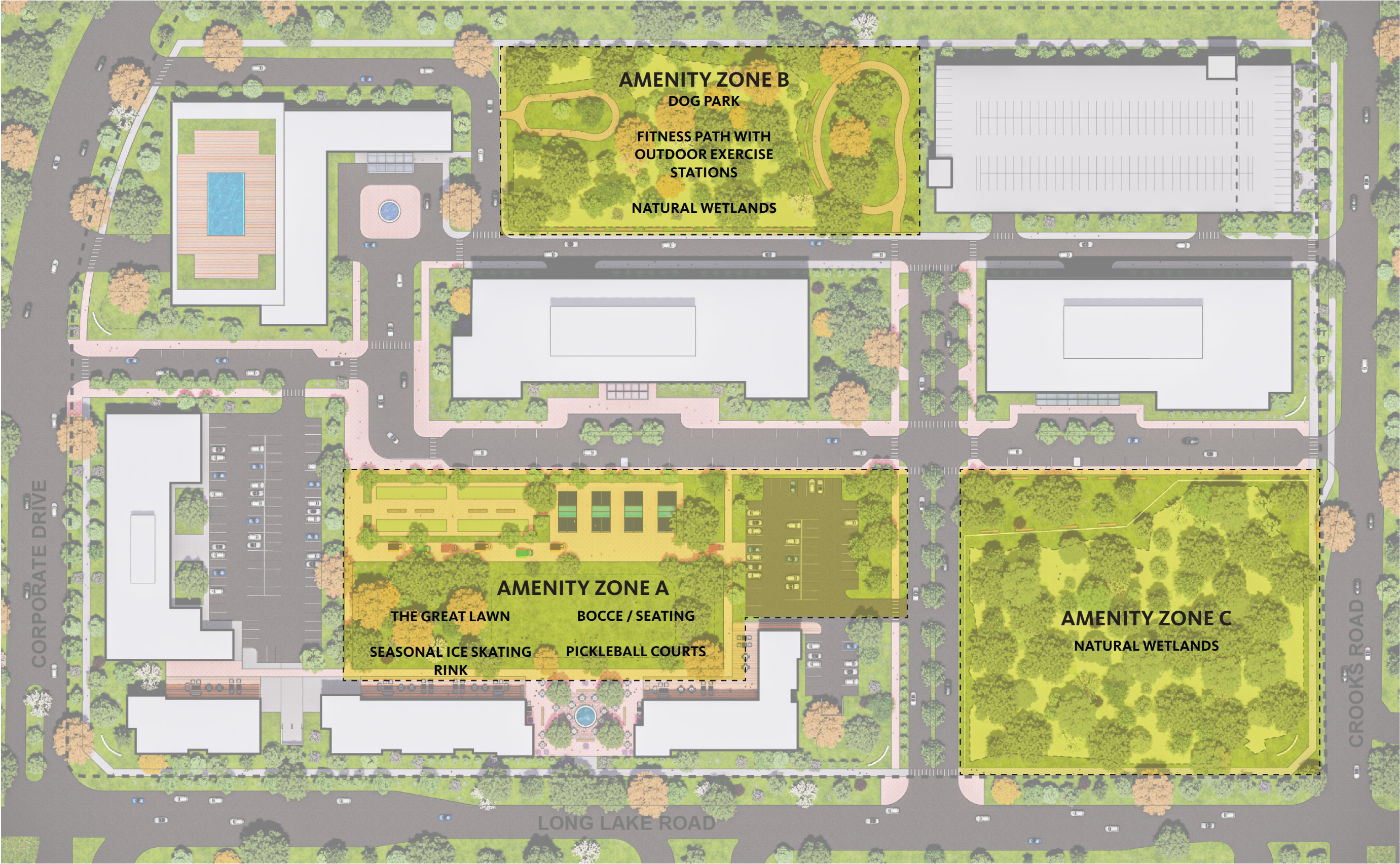


Illustration is a representation of a potential future maximum buildout based on buildout of each Development Area.

CONCEPT DEVELOPMENT PLAN - DEVELOPMENT AREAS



DEVELOPMENT PLAN - AMENITY ZONES



DEVELOPMENT AREA 1 - RESIDENTIAL

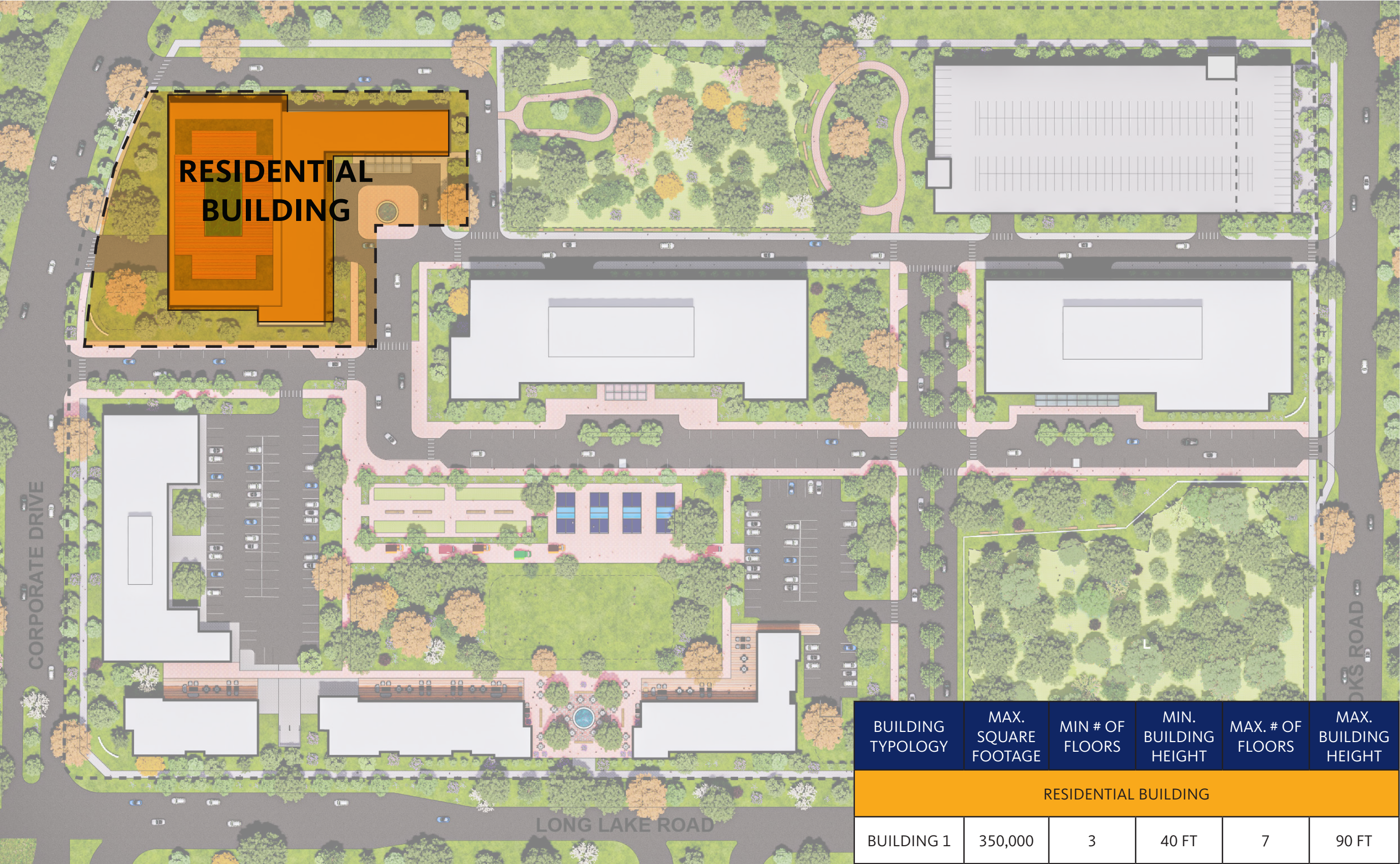


Illustration is a representation of a potential area buildout.

DEVELOPMENT AREA 2 - OFFICE / PROFESSIONAL

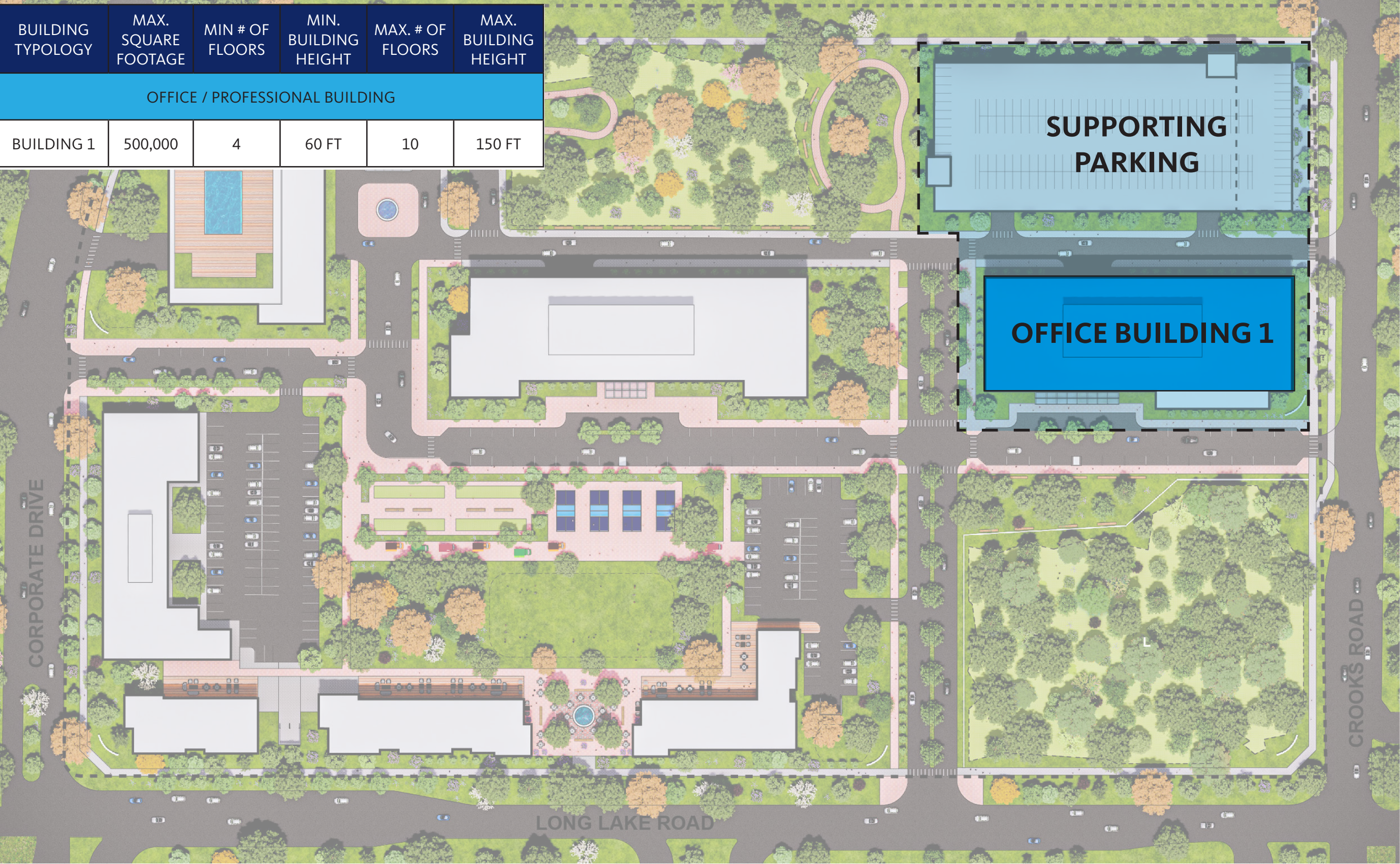


Illustration is a representation of a potential area buildout.

DEVELOPMENT AREA 3 - OFFICE / PROFESSIONAL / RESIDENTIAL

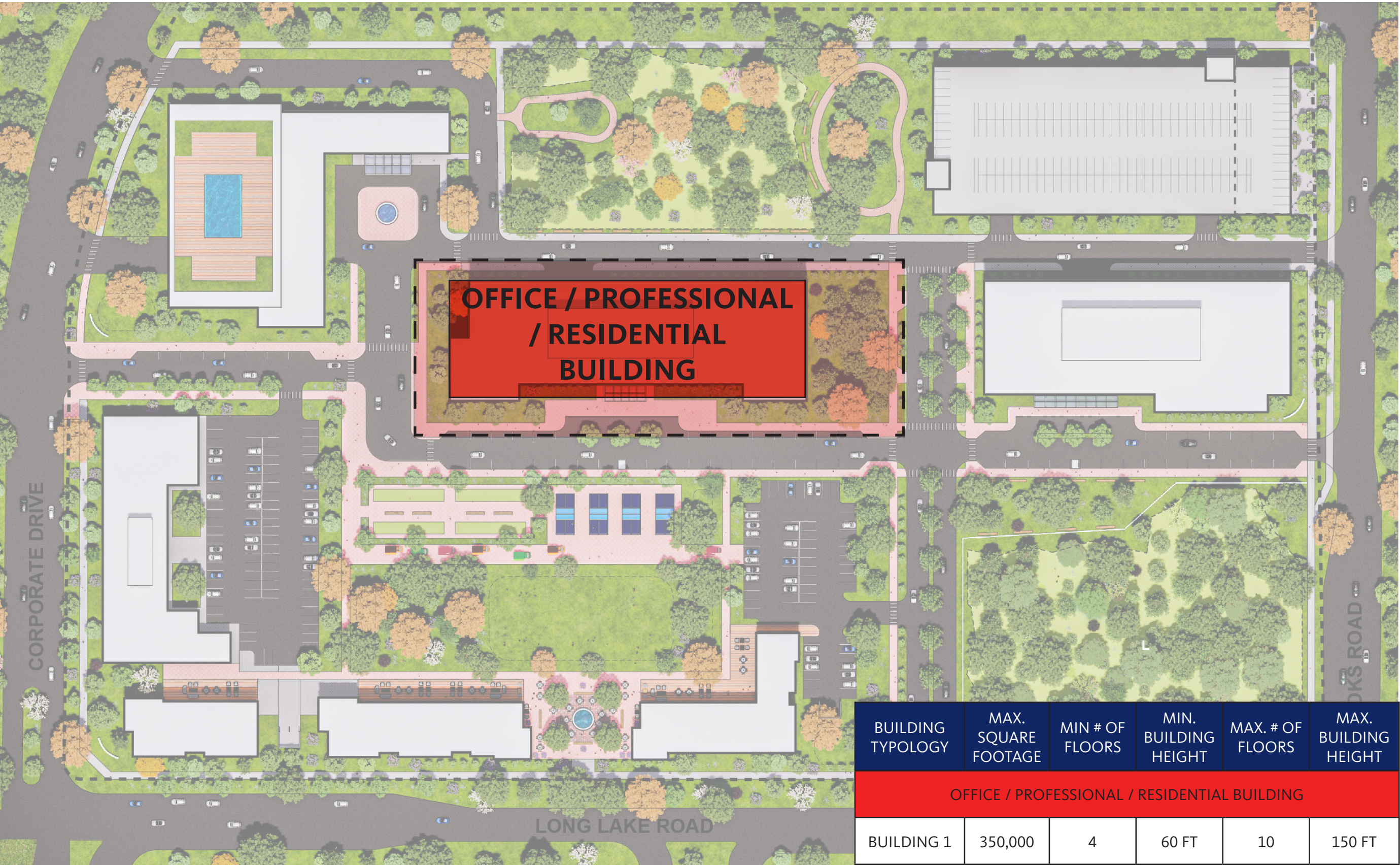


Illustration is a representation of a potential area buildout.

DEVELOPMENT AREA 4 - HOTEL / RESIDENTIAL

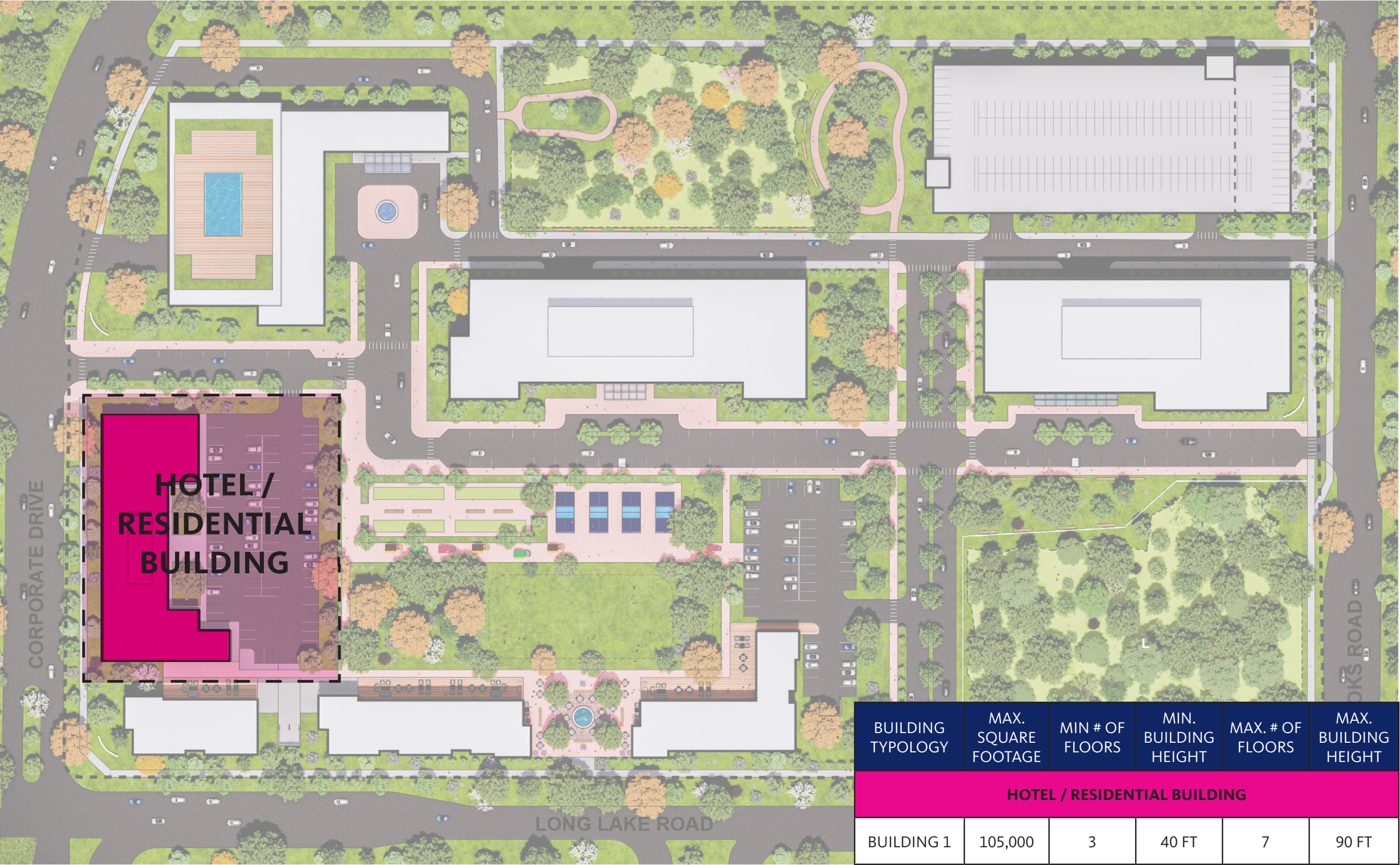
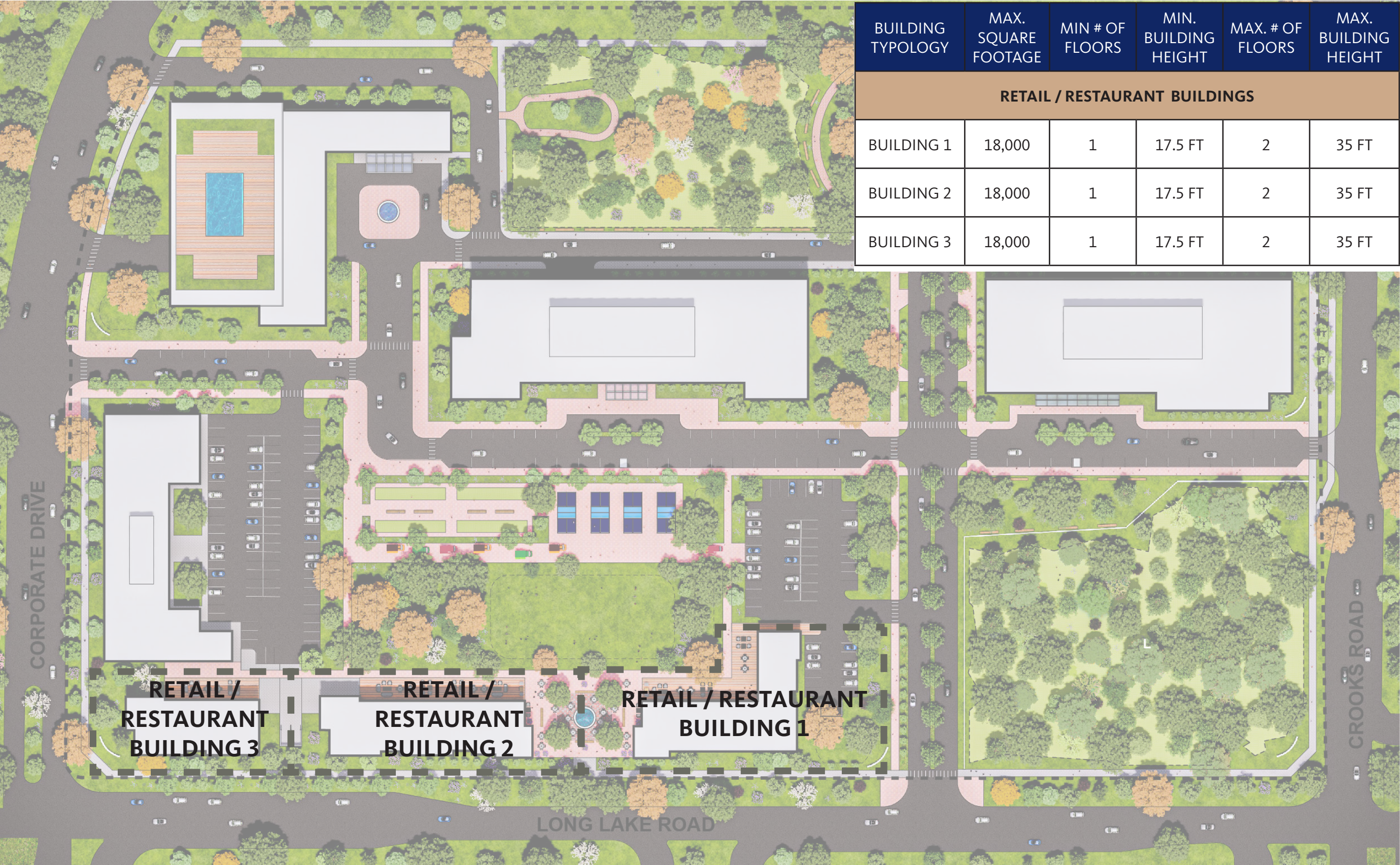


Illustration is a representation of a potential area buildout.

RETAIL / RESTAURANT



CONCEPT DEVELOPMENT PLAN - MASSING

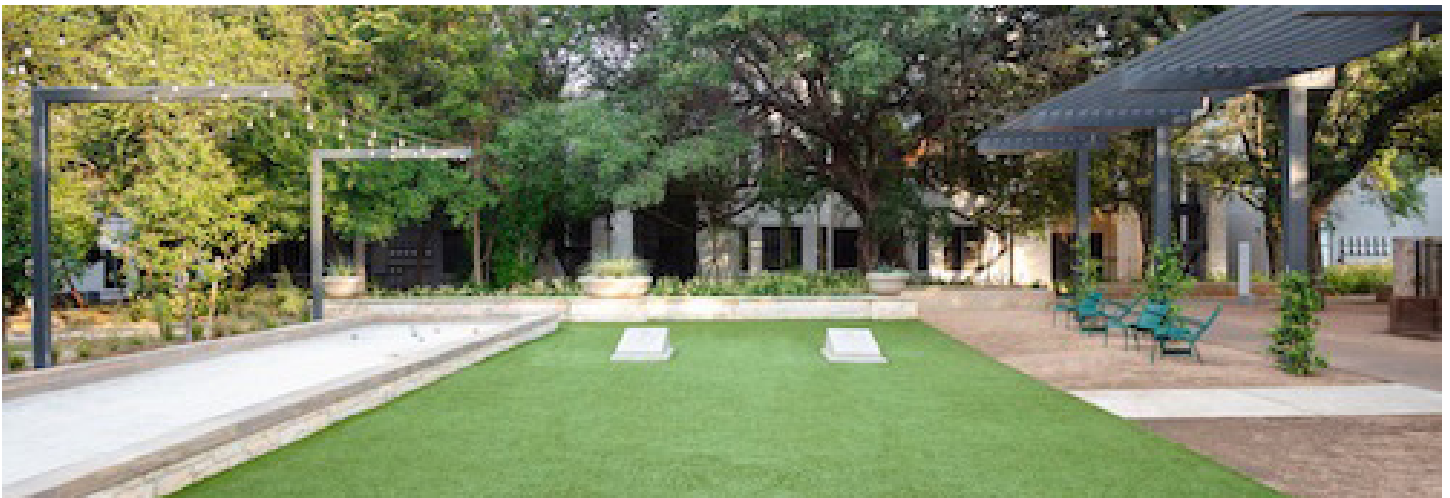


| BUILDING TYPOLOGY | MAX. SQUARE FOOTAGE | MIN. # OF FLOORS | MIN. BUILDING HEIGHT | MAX. # OF FLOORS | MAX. BUILDING HEIGHT |
|-------------------------------------|---------------------------|---------------------|----------------------------|---------------------|----------------------------|
| DEVELOPMENT AREA 1 | | | | | |
| RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 3 | 40 FT | 7 | 90 FT |
| RETAIL / RESTAURANT | | | | | |
| BUILDING 1 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 2 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 3 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| DEVELOPMENT AREA 2 | | | | | |
| OFFICE / PROFESSIONAL | | | | | |
| BUILDING 1 | 500,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 3 | | | | | |
| OFFICE / PROFESSIONAL / RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 4 | | | | | |
| HOTEL / RESIDENTIAL | | | | | |
| BUILDING 1 | 105,000 | 3 | 40 FT | 7 | 90 FT |

Illustration is a representation of a potential future maximum buildout based on buildout of each Development Area.







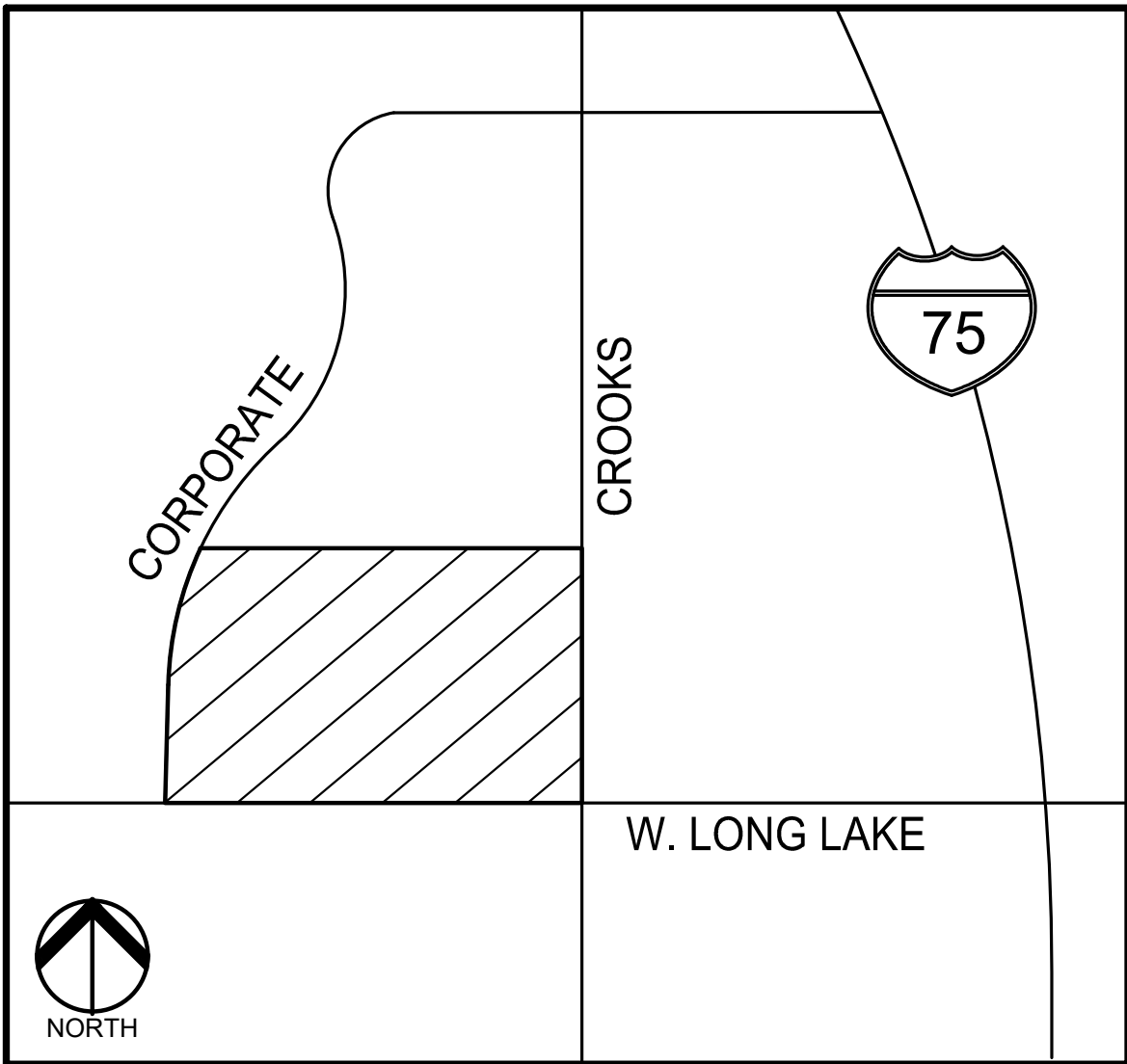


PRELIMINARY SITE PLANS

LONG LAKE & CROOKS

MASTERPLAN DEVELOPMENT

LONG LAKE AND CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
NO SCALE

| INDEX OF DRAWINGS | |
|-------------------|----------------------------|
| NUMBER | TITLE |
| | COVER SHEET |
| C-1.0 | TOPOGRAPHIC SURVEY |
| C-3.0 | PRELIMINARY SITE PLAN |
| C-5.0 | PRELIMINARY UTILITY PLAN |
| L-1.0 | PRELIMINARY LANDSCAPE PLAN |

DESIGN TEAM

| | |
|---|--|
| CLIENT | CIVIL ENGINEER |
| KOJAIA MANAGEMENT LONG LAKE CROOKS DEVELOPMENT ASSOCIATES, LLC 39400 WOODWARD AVE, STE. 250 BLOOMFIELD HILLS, MI 48304 CONTACT: TONY ANTONE PHONE: 248.644.7600 EMAIL: TANTONE@KOJAIA.COM | PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: GREG BONO, PE PHONE: 844.813.2949 EMAIL: GBONO@PEAGROUP.COM |
| ARCHITECT | LANDSCAPE ARCHITECT |
| GENSLER 150 W JEFFERSON, STE. 1700 DETROIT, MI 48226 CONTACT: CHRIS BECK PHONE: 313.496.8966 EMAIL: CHRIS_BECK@GENSLER.COM | PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: JANET EVANS PHONE: 844.813.2949 EMAIL: JEVANS@PEAGROUP.COM |



| REVISIONS | |
|---------------------|------------|
| DESCRIPTION | DATE |
| ORIGINAL ISSUE DATE | 11/16/2022 |



LEGAL DESCRIPTION

(Per Seaver Title Agency Commitment File No. 63-15403143-SCM, Revision 6, Commitment Date May 06, 2019.)

A parcel of land in a part of the southeast quarter of Section 8, T.02N., R.11E., City of Troy, County of Oakland, State of Michigan described as follows:

Commencing at the Southeast corner of Section 8, T.02N., R.11E., City of Troy, County of Oakland, State of Michigan, thence South 87 degrees 15 minutes 31 seconds West 130.00 feet; thence North 02 degrees 37 minutes 54 seconds West 100.00 feet to the north line of Long Lake Road (width varies) and the POINT OF BEGINNING; thence along said north line the following three (3) courses and distances: 1) South 87 degrees 15 minutes 31 seconds West 894.70 feet; 2) North 02 degrees 30 minutes 26 seconds West 10.00 feet; 3) South 87 degrees 15 minutes 31 seconds West 364.00 feet; thence North 47 degrees 37 minutes 28 Seconds West 42.26 feet to the easterly line of Corporate Drive (120' wide); thence North 02 degrees 30 minutes 26 seconds West 424.81 feet to a point of curvature; thence 353.35 feet along a curve to the right, said curve having a radius 710.00 feet, a central angle of 28 degrees 30 minutes 52 seconds, and a chord that bears North 11 degrees 45 minutes 00 seconds East 349.71 feet; thence North 87 degrees 15 minutes 31 seconds East 1240.77 feet to the west line of Crooks Road (width varies); thence along said west line the following three (3) courses and distances: 1) South 02 degrees 37 minutes 54 seconds East 463.36 feet; 2) South 87 degrees 22 minutes 06 seconds West 10.00 feet; 3) South 02 degrees 37 minutes 54 seconds East 310.00 feet; thence South 42 degrees 18 minutes 48 seconds West 42.47 feet to the POINT OF BEGINNING and containing 24.08 Acres.

LEGEND

- IRON FOUND
⊗ IRON SET
● NAIL FOUND
⊗ NAIL & CAP SET
- ⊗ BRASS PLUG SET
⊗ MONUMENT FOUND
⊗ MONUMENT SET
- SEC. CORNER FOUND
● RECORDED
● MEASURED
● CALCULATED
- EXISTING
- OH-ELEC—W— ELEC. PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
—UG-CATV— UG-CATV
—UG-PHONE— TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
—UG-ELEC-D— ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
—UG-ELEC-D— GAS MAIN, VALVE & GAS LINE WARMER
—WATERMAIN, HYD. GATE VALVE, TAPPING SLEEVE & VALVE
—SEWER, CLEANOUT & MANHOLE
—STORM SEWER, CLEANOUT & MANHOLE
—COMBINED SEWER & MANHOLE
—SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
—POST INDICATOR VALVE
—WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
—MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
—UNIDENTIFIED STRUCTURE
- SPOT ELEVATION
CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
- CONC. CONCRETE
ASPH. ASPHALT
GRAVEL GRAVEL SHOULDER
WETLAND

REFERENCE DRAWINGS

ALTANSPS LAND TITLE SURVEY, PEA JOB NO. 2019-006, DATED APRIL 9, 2019, REVISED 5/17/2019
CITY OF TROY GIS MAP
CITY OF TROY GIS MAP
CITY OF TROY GIS MAP

FLOODPLAIN NOTE:

BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 261250C031F, DATED SEPTEMBER 29, 2006.

BENCHMARKS

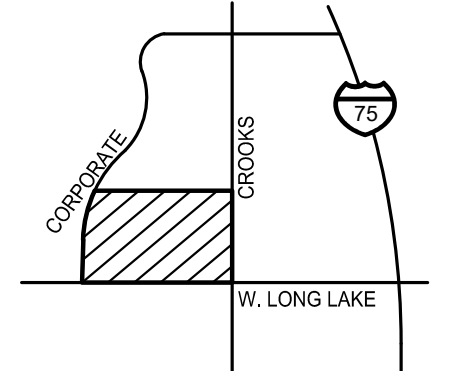
(GPS DERIVED - NAVD88)

- BM #300
PUNCH AN ARROW ON A HYDRANT LOCATED ON THE WEST SIDE OF CROOKS ROAD, AT THE SOUTH ENTRANCE TO 5225 CROOKS RD.
ELEV. - 786.94
- BM #301
PUNCH AN ARROW ON A HYDRANT LOCATED IN AN ISLAND IN W. LONG LAKE ROAD JUST WEST OF CROOKS ROAD.
ELEV. - 776.93
- BM #302
PUNCH AN ARROW ON A HYDRANT LOCATED IN AN ISLAND IN W. LONG LAKE ROAD, APPROX. 650'± WEST OF CROOKS ROAD.
ELEV. - 784.32
- BM #303
PUNCH AN ARROW ON A HYDRANT LOCATED IN AN ISLAND IN W. LONG LAKE ROAD, APPROX. 350'± EAST OF CORPORATE DRIVE.
ELEV. - 795.26
- BM #304
PUNCH AN ARROW ON A HYDRANT LOCATED ON THE WEST SIDE OF CORPORATE DRIVE, APPROX. 290'± SOUTHWEST FROM THE SOUTH ENTRANCE TO 5250 CORPORATE DRIVE.
ELEV. - 85.42



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY AS IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LOCATION MAP



CLIENT
GENSLER
150 W JEFFERSON, SUITE 1700
DETROIT, MI 48226

PROJECT TITLE
LONG LAKE & CROOKS MASTERPLAN DEVELOPMENT
LONG LAKE AND CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

REVISIONS

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ORIGINAL ISSUE DATE:

APRIL 11, 2022

DRAWING TITLE

TOPOGRAPHIC SURVEY

PEA JOB NO. 2020-0320

P.M. LAA

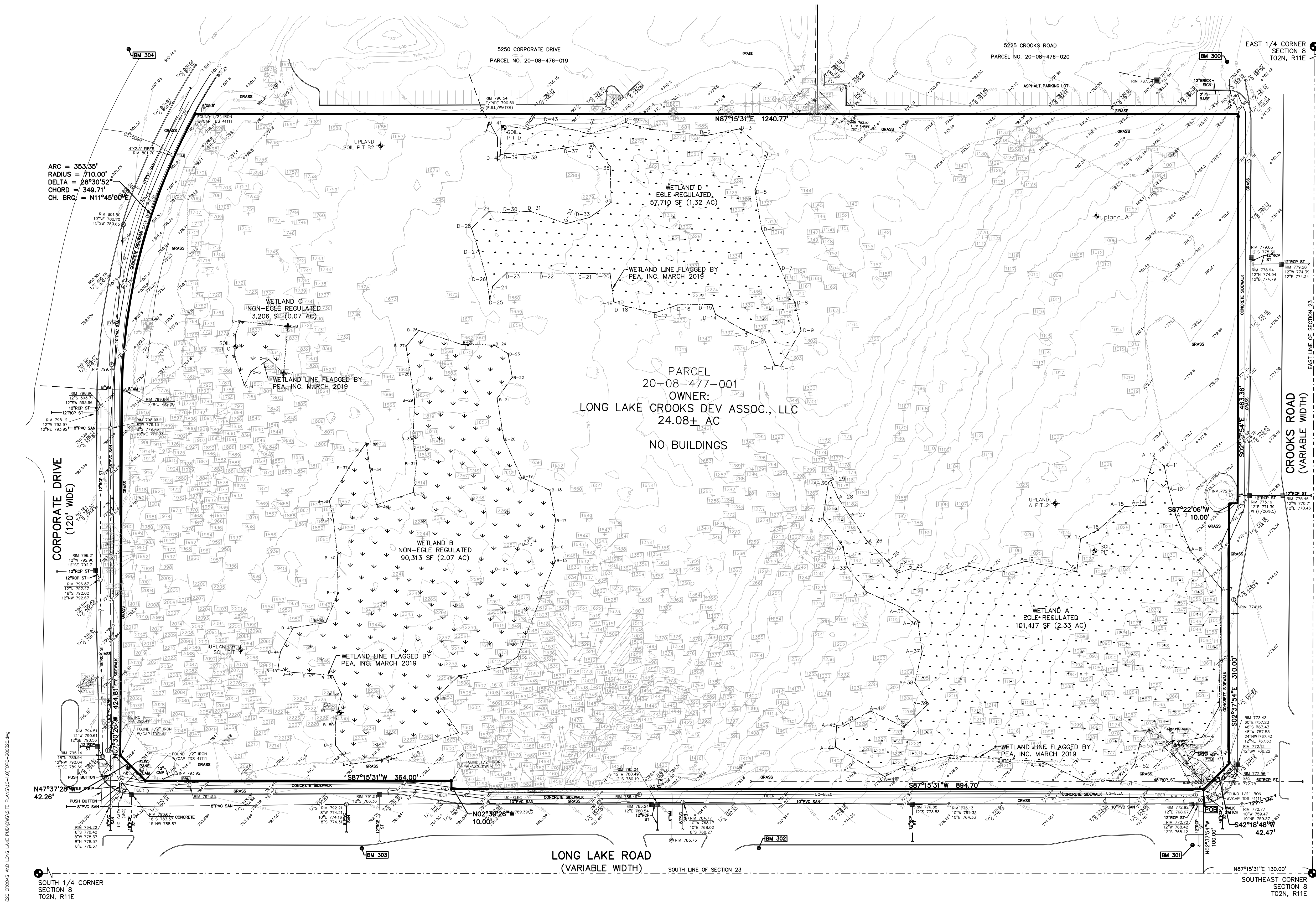
DN. BLA

DES. SS

DRAWING NUMBER:

C-1.0

NOT FOR CONSTRUCTION

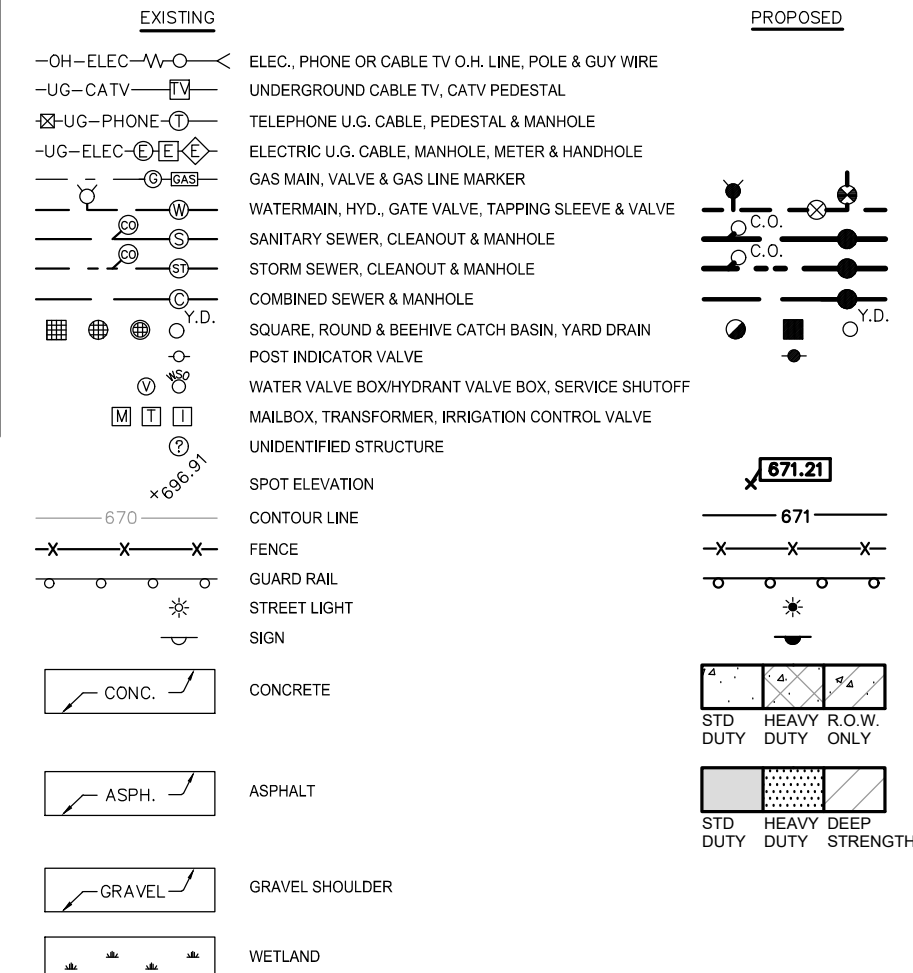


S:\PROJECTS\2020\2020-0320-CROOKS AND LONG LAKE ROAD\WET SITE PLANS\C-1 TOPO-20200320.dwg

(Per Seaver Title Agency Commitment File No. 63-15403143-SCM, Revision 6, Commitment Date May 06, 2019.)

Commencing at the Southeast corner of Section 8, T.2N., R.1E., City of Troy, County of Oakland, State of Michigan, thence South 87 degrees 15 minutes 31 seconds West 130.00 feet; thence North 02 degrees 37 minutes 54 seconds West 130.00 feet; to the north line of Long Lake Road (width varies); and the line of BEGINNING; thence along said north line of Long Lake Road (3 courses and distances: 1) South 02 degrees 37 minutes 54 seconds West 150.00 feet; 2) North 02 degrees 30 minutes 26 seconds West 10.00 feet; 3) South 87 degrees 15 minutes 31 seconds West 364.00 feet; thence North 07 degrees 37 minutes 28 seconds West 42.26 feet to the easterly line of Corporate Drive (120' wide); thence North 02 degrees 30 minutes 26 seconds West 42.81 feet to a point of curvature; thence 353.55 feet along said curve (curvature 120' radius) to the easterly line of Corporate Drive; thence North 02 degrees 37 minutes 28 seconds, and a chord that bears North 11 degrees 45 minutes 00 seconds East 349.71 feet; thence North 87 degrees 15 minutes 31 seconds East 1240.77 feet to the west line of Crooks Road (width varies); thence along said west line the following three (3) courses and distances: 1) South 02 degrees 37 minutes 54 seconds East 463.36 feet; 2) South 87 degrees 15 minutes 31 seconds West 130.00 feet; 3) North 02 degrees 37 minutes 54 seconds East 463.36 feet; thence North 02 degrees 37 minutes 54 seconds East 463.36 feet to the POINT OF BEGINNING and containing 24.08 Acres.

IRON FOUND BRASS PLUG SET SEC. CORNER FOUND
 IRON SET MONUMENT FOUND
 NAIL FOUND MONUMENT SET
 NAIL & CAP SET R RECORDED
 M MEASURED
 C CALCULATED



ALTA/NSPS LAND TITLE SURVEY, PEA JOB NO. 2019-096, DATED APRIL 9, 2019, REVISED 5/17/2019

| | |
|----------------|----------------------|
| WATER MAIN | CITY OF TROY GIS MAP |
| SANITARY SEWER | CITY OF TROY GIS MAP |
| STORM SEWER | CITY OF TROY GIS MAP |

BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26125C0531F, DATED SEPTEMBER 29, 2006.

(GPS DERIVED - NAVD88)

BM #301
PUNCH AN ARROW ON A HYDRANT LOCATED ON THE WEST SIDE OF
CROOKS ROAD, AT THE SOUTH ENTRANCE TO 5225 CROOKS RD.
ELEV. = 786.94

BM #301
PUNCH AN ARROW ON A HYDRANT LOCATED ON AN ISLAND IN W. LONG
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PUNCH AN ARROW ON A HYDRANT LOCATED ON AN ISLAND IN W. LONG
LAKE ROAD, APPROX. 650'± WEST OF CROOKS ROAD.
ELEV. = 784.32

BM #303
PUNCH AN ARROW ON A HYDRANT LOCATED IN AN ISLAND IN W. LONG
LAKE ROAD, APPROX. 350'± EAST OF CORPORATE DRIVE.
ELEV. = 795.26

BM #304
PUNCH AN ARROW ON A HYDRANT LOCATED ON THE WEST SIDE OF
CORPORATE DRIVE, APPROX. 290'± SOUTHWEST FROM THE SOUTH
ENTRANCE TO 5250 CORPORATE DRIVE.
ELEV. = 85.42

SITE AREA: 24.08 AC (1,048,948 SF)

SITE AREA: 24.08 AC (1,048,948 SF)

CURRENT ZONING: O, OFFICE BUILDING DISTRICT
PROPOSED REZONING: PUD, PLANNED UNIT DEVELOPMENT

BUILDING AREA = 5.79 AC (252,325 SF)
= 24.04%

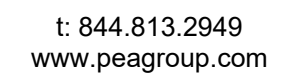
OPEN SPACE = 75.96%

PARKING PROVIDED = 2,217 SPACES (217 SURFACE, 2,000 GARAGE)

WETLAND A
EXISTING = 101,417 SF (2.33 ACRES)
REVISED = 79,211 SF (1.82 ACRES)
DISTURBED = 22,206 SF (0.51 ACRES)

WETLAND D
EXISTING = 57,710 SF (1.32 ACRES)
REVISED = 40850 SF (0.93 ACRES)
DISTURBED = 16,860 SF (0.39 ACRES)

TOTAL DISTURBED AREA: 0.90 ACRES



0 30 60 120

SCALE: 1" = 60'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

GENSLER
150 W JEFFERSON, SUITE 1700
DETROIT, MI 48226

**LONG LAKE
& CROOKS
MASTERPLAN
DEVELOPMENT**
LONG LAKE AND CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

ORIGINAL ISSUE DATE:
APRIL 11, 2022

PRELIMINARY SITE PLAN

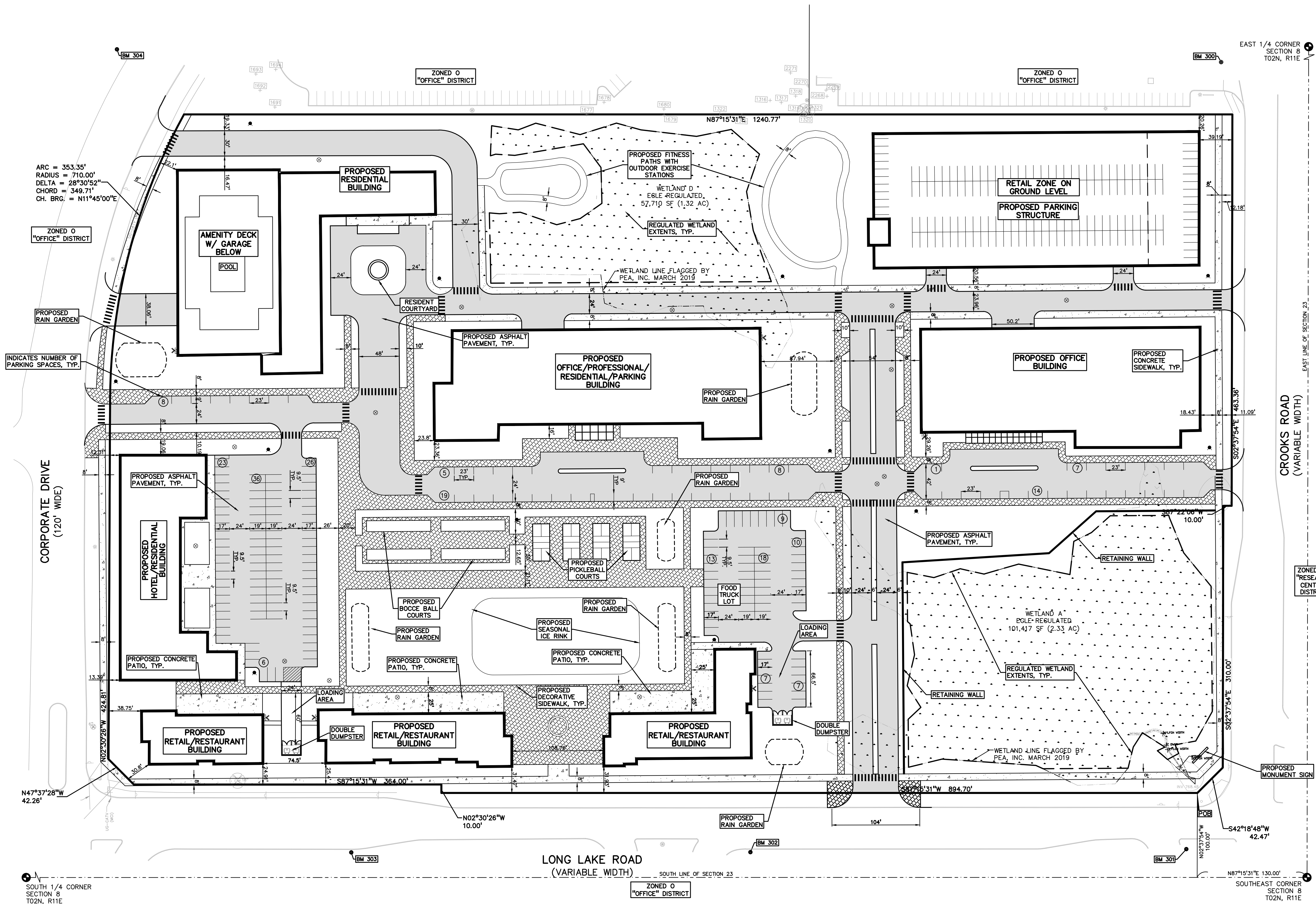
PM IAA

DES SS

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NOT FOR CONSTRUCTION

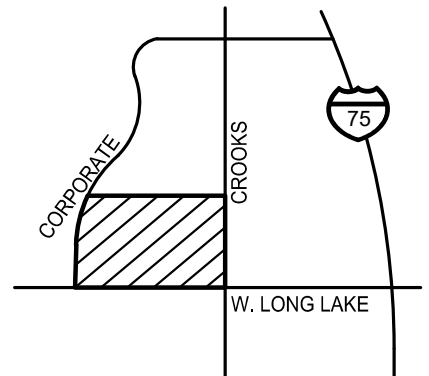
C-3.0



S:\PROJECTS\2020\2020-0320 CROOKS AND LONG LAKE PUD\DWG\SITE PLANS\C-3.0\DM-200320.dwg

0 30 60 120
SCALE: 1" = 60'CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LOCATION MAP



CLIENT

GENSLER
150 W. JEFFERSON, SUITE 1700
DETROIT, MI 48226

PROJECT TITLE

**LONG LAKE
& CROOKS
MASTERPLAN
DEVELOPMENT**
LONG LAKE AND CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
APRIL 11, 2022

DRAWING TITLE

**PRELIMINARY
LANDSCAPE
PLAN**

PEA JOB NO. 2020-0320

P.M. LAA

DN. AEH

DES. JLE

DRAWING NUMBER:

L-1.0

KEY

- = EXISTING TREES
- = GREENBELT TREES
- = PARKING LOT TREES
- = REPLACEMENT TREES
- = OPEN SPACE TREES
- = LAWN
- = PROPOSED RAIN GARDEN
- = TREE PROTECTION FENCING

LANDSCAPE CALCULATIONS:

PER CITY OF TROY ZONING ORDINANCE: PROPOSED PUD

GREENBELT (13.02.D)

REQUIRED: MIN. 10 FEET IN WIDTH, ONE DECIDUOUS TREE PER 30 LINEAL FEET, MIN. CALIPER OF 2.5"

CROOKS RD: 773.36 LF/30 = 26 TREES
LONG LAKE RD: 1258.7 LF/30 = 42 TREES
CORPORATE DR: 774.52 LF/30 = 26 TREES

PROVIDED:

CROOKS RD: 26 TREES
LONG LAKE RD: 42 TREES
CORPORATE DR: 26 TREES

PARKING LOT SCREENING (13.02.C.3)

REQUIRED: PARKING LOTS THAT FRONT ON A PUBLIC ROADWAY SHALL BE SCREENED BY A LANDSCAPED BERM AT LEAST THREE (3) FEET IN HEIGHT ALONG THE PERIMETER OF THE ROAD RIGHT-OF-WAY. ALTERNATIVE LANDSCAPE PLANTINGS OR A SOLID WALL THAT DOES NOT EXCEED THREE (3) FEET IN HEIGHT MAY BE APPROVED.

PARKING LOT LANDSCAPE (13.02.C.2)

REQUIRED: ONE TREE PER 8 SPACES, MIN. OF 3' FROM BACK OF CURB OR 5' WHERE THERE IS A CAR OVERHANG. 217 SURFACE PARKING SPACES/8 = 27 TREES

PROVIDED:

BUFFER ZONE (13.02.B)

REQUIRED: A LANDSCAPE BUFFER SHALL BE CONSTRUCTED TO CREATE A VISUAL SCREEN AT LEAST SIX (6) FEET IN HEIGHT ALONG ALL ADJOINING BOUNDARIES WHEN A PROPOSED USE IS EITHER MORE INTENSE OR INCOMPATIBLE WITH AN ADJOINING PROPERTY, AS SET FORTH IN TABLE 13.02-A.

TREE REPLACEMENT: TO BE DETERMINED

REQUIRED:
WOODLAND: 30 CALIPER INCHES
LANDMARK: 131.5 CALIPER INCHES

TOTAL: 161.5 CALIPER INCHES OR (65) 2.5" TREES

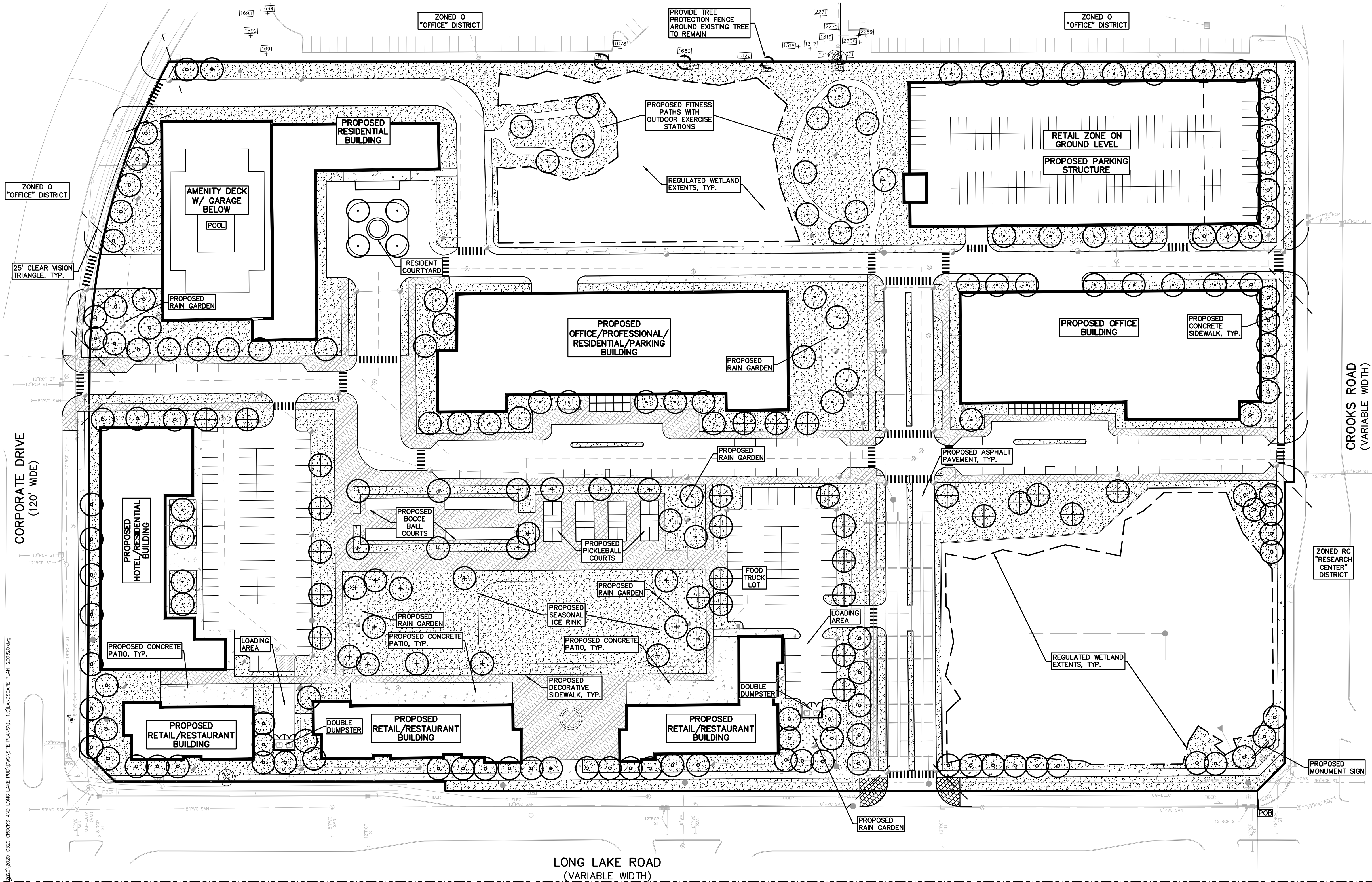
PROVIDED: 65 REPLACEMENT TREES ESTIMATED

65 REPLACEMENT TREES AND 23 ADDITIONAL OPEN SPACE TREES PROVIDED

GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1, GRADE.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS. TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT. SEE SPECIFICATIONS. SHREDDED PALLETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.

NOT FOR CONSTRUCTION





CAUTION!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO WARRANTIES OR OTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LOCATION MAP

CLIENT

GENSLER

150 W JEFFERSON, SUITE 1700
DETROIT, MI 48226

PROJECT TITLE

LONG LAKE
& CROOKS
MASTERPLAN
DEVELOPMENT

LONG LAKE AND CROOKS ROAD
CITY OF TROY, OKLAHOMA COUNTY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
OCTOBER 20, 2020

DRAWING TITLE

TREE LIST -
SHEET 1

PEA JOB NO. 2020-0320

P.M. LAA

DN. KR

DES. GMB

DRAWING NUMBER:

NOT FOR CONSTRUCTION

T-1

| TAG NO. | CODE | DBH | COMMON NAME | LATIN NAME | COND | COMMENTS |
|---------|------|-----|----------------------|-------------------------------|-----------|----------|
| 1001 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1002 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1003 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1004 | CT | 28 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1005 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | dead |
| 1006 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x2 |
| 1007 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1008 | SM | 20 | Silver Maple | <i>Acer saccharinum</i> | Very Poor | x1 |
| 1009 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1010 | CT | 37 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1011 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1012 | BX | 21 | Box elder | <i>Acer negundo</i> | Poor | |
| 1013 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1014 | CT | 17 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1015 | CT | 18 | Cottonwood | <i>Populus deltoides</i> | Poor | x1 |
| 1016 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1017 | BX | 36 | Box elder | <i>Acer negundo</i> | Poor | |
| 1018 | SM | 15 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1019 | BX | 17 | Box elder | <i>Acer negundo</i> | Poor | |
| 1020 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1021 | SM | 38 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1022 | SM | 23 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1023 | GA | 9 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1024 | BX | 14 | Box elder | <i>Acer negundo</i> | Poor | |
| 1025 | SM | 27 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1026 | SM | 29 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1027 | SM | 9 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1028 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1029 | BX | 17 | Box elder | <i>Acer negundo</i> | Very Poor | |
| 1030 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1031 | SM | 24 | Silver Maple | <i>Acer saccharinum</i> | Poor | x1 |
| 1032 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1033 | SM | 21 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1034 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1035 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | x1 |
| 1036 | SM | 34 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1037 | SM | 14 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1038 | E | 12 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1039 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1040 | BX | 9 | Box elder | <i>Acer negundo</i> | Very Poor | |
| 1041 | CT | 33 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1042 | CT | 18 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1043 | CT | 28 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1044 | CT | 23 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1045 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1046 | CT | 17 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1047 | E | 7 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1048 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1049 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1050 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1051 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1052 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1053 | E | 14 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1054 | CT | 15 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1055 | CT | 13 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1056 | SM | 9 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1057 | CT | 31 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1058 | E | 12 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1059 | CT | 29 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1060 | E | 9 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1061 | CT | 27 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1062 | SM | 9 | Silver Maple | <i>Acer saccharinum</i> | Very Poor | |
| 1063 | SM | 8 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1064 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1065 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1066 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1067 | SM | 6 | Silver Maple | <i>Acer saccharinum</i> | Poor | x1 |
| 1068 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1069 | BWV | 25 | Black Willow | <i>Salix nigra</i> | Very Poor | |
| 1070 | CT | 7 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1071 | CT | 8 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1072 | CT | 12 | Cottonwood | <i>Populus deltoides</i> | Poor | x1 |
| 1073 | CT | 6 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1074 | CT | 10 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1075 | CT | 14 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1076 | CT | 16 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1077 | CT | 10 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1078 | E | 10 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1079 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1080 | E | 7 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1081 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1082 | SM | 27 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1083 | SM | 14 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1084 | SM | 8 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1085 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1086 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1087 | E | 10 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1088 | SM | 15 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1089 | SM | 19 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1090 | SM | 18 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1091 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1092 | SM | 20 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1093 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1094 | E | 12 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1095 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1096 | SM | 7 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1097 | TH | 7 | Thornapple/Hawthorne | <i>Cragaeus spp.</i> | Poor | |
| 1098 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1099 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Fair | x1 |
| 1100 | E | 12 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1101 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1102 | E | 9 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1103 | AP | 9 | Domestic Apple | <i>Malus sylvestris</i> | Poor | x4 |
| 1104 | SM | 24 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1105 | BC | 9 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1106 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |

| | | | | | | |
|------|----|----|----------------------|-------------------------------|-----------|----|
| 1107 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1108 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1109 | SM | 14 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1110 | GA | 13 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1111 | SM | 23 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1112 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1113 | RM | 10 | Red Maple | <i>Acer rubrum</i> | Fair | |
| 1114 | BX | 12 | Box elder | <i>Acer negundo</i> | Poor | |
| 1115 | SM | 24 | Silver Maple | <i>Acer saccharinum</i> | Fair | x2 |
| 1116 | SM | 28 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1117 | RM | 8 | Red Maple | <i>Acer rubrum</i> | Fair | |
| 1118 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1119 | BX | 21 | Box elder | <i>Acer negundo</i> | Poor | x1 |
| 1120 | BX | 28 | Box elder | <i>Acer negundo</i> | Poor | |
| 1121 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | |
| 1122 | BC | 18 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1123 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1124 | BX | 21 | Box elder | <i>Acer negundo</i> | Poor | |
| 1125 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | |
| 1126 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1127 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | x3 |
| 1128 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | 2 |
| 1129 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | x2 |
| 1130 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | |
| 1131 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1132 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | x1 |
| 1133 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | x1 |
| 1134 | AP | 10 | Domestic Apple | <i>Malus sylvestris</i> | Poor | |
| 1135 | AP | 7 | Domestic Apple | <i>Malus sylvestris</i> | Poor | |
| 1136 | AP | 7 | Domestic Apple | <i>Malus sylvestris</i> | Poor | |
| 1137 | AP | 9 | Domestic Apple | <i>Malus sylvestris</i> | Poor | |
| 1138 | AP | 6 | Domestic Apple | <i>Malus sylvestris</i> | Poor | |
| 1139 | AP | 6 | Domestic Apple | <i>Malus sylvestris</i> | Poor | x1 |
| 1140 | AP | 7 | Domestic Apple | <i>Malus sylvestris</i> | Poor | x1 |
| 1141 | BC | 21 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1142 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1143 | E | 7 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1144 | BX | 23 | Box elder | <i>Acer negundo</i> | Poor | |
| 1145 | SU | 12 | Sugar Maple | <i>Acer saccharum</i> | Fair | |
| 1146 | BX | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1147 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1148 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1149 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1150 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1151 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1152 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1153 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1154 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | |
| 1155 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1156 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | |
| 1157 | E | 22 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1158 | BC | 24 | Wild Black Cherry | <i>Prunus serotina</i> | Very Poor | x1 |
| 1159 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1160 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1161 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | |
| 1162 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1163 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1164 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1165 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | |
| 1166 | BX | 12 | Box elder | <i>Acer negundo</i> | Poor | x2 |
| 1167 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1168 | BX | 18 | Box elder | <i>Acer negundo</i> | Poor | |
| 1169 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1170 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1171 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1172 | BL | 9 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1173 | TH | 14 | Thornapple/Hawthorne | <i>Cragueus spp.</i> | Poor | x3 |
| 1174 | BL | 8 | Black Locust | <i>Robinia pseudocacia</i> | Poor | x1 |
| 1175 | BL | 8 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1176 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1177 | BL | 10 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1178 | BX | 12 | Box elder | <i>Acer negundo</i> | Poor | |
| 1179 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | |
| 1180 | BX | 13 | Box elder | <i>Acer negundo</i> | Poor | |
| 1181 | BL | 17 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1182 | BL | 9 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1183 | BX | 14 | Box elder | <i>Acer negundo</i> | Poor | |
| 1184 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1185 | SM | 13 | Silver Maple | <i>Acer saccharinum</i> | Fair | x1 |
| 1186 | BX | 12 | Box elder | <i>Acer negundo</i> | Fair | |
| 1187 | BX | 12 | Box elder | <i>Acer negundo</i> | Poor | |
| 1188 | TH | 7 | Thornapple/Hawthorne | <i>Cragueus spp.</i> | Poor | |
| 1189 | SM | 15 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1190 | CT | 21 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1191 | E | 10 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1192 | E | 14 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1193 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1194 | BC | 17 | Wild Black Cherry | <i>Prunus serotina</i> | Fair | |
| 1195 | SM | 20 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1196 | BL | 12 | Black Locust | <i>Robinia pseudocacia</i> | Poor | |
| 1197 | SM | 14 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1198 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1199 | E | 14 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1200 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1201 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1202 | E | 6 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1203 | SU | 27 | Sugar Maple | <i>Acer saccharum</i> | Fair | x3 |
| 1204 | GA | 8 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1205 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1206 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1207 | BC | 17 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1208 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1209 | E | 10 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1210 | SM | 8 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1211 | E | 14 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1212 | E | 10 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1213 | E | 6 | American Elm | <i>Ulmus americana</i> | Fair | |

S:\PROJECTS\2020-0320-0320 CROOKS AND LONG LAKE PLD\DWG\CONCEPTUAL\T-1) TREE LIST - 200320.dwg

| | | | | | | |
|------|----|----|----------------------|------------------------------|-----------|---------------------------|
| 1430 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1431 | CT | 30 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1432 | CT | 39 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1433 | CT | 23 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1434 | CT | 23 | Cottonwood | <i>Populus deltoides</i> | Poor | |
| 1435 | BC | 8 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1436 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1437 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1438 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1439 | BX | 9 | Box elder | <i>Acer negundo</i> | Poor | |
| 1440 | BW | 9 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1441 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1442 | BW | 18 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1443 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1444 | TH | 7 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 1445 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1446 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1447 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1448 | E | 9 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1449 | E | 16 | American Elm | <i>Ulmus americana</i> | Poor | no tag in h20, move E 1ft |
| 1450 | E | 9 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1451 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x1 |
| 1452 | BC | 6 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1453 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1454 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1455 | B | 8 | Basswood | <i>Tilia americana</i> | Poor | |
| 1456 | BW | 22 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1457 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1458 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1459 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x1 |
| 1460 | B | 7 | Basswood | <i>Tilia americana</i> | Poor | |
| 1461 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1462 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1463 | B | 8 | Basswood | <i>Tilia americana</i> | Fair | |
| 1464 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1465 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1466 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1467 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1468 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1469 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1470 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1471 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1472 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1473 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1474 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1475 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1476 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1477 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1478 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Fair | |
| 1479 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1480 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1481 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1482 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1483 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1484 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1485 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x1 |
| 1486 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1487 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1488 | BC | 8 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1489 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1490 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1491 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1492 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1493 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1494 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1495 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1496 | YB | 7 | Yellow Birch | <i>Betula alleghaniensis</i> | Fair | |
| 1497 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1498 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1499 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1500 | B | 12 | Basswood | <i>Tilia americana</i> | Poor | |
| 1501 | BC | 15 | Wild Black Cherry | <i>Prunus serotina</i> | Poor | |
| 1502 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1503 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1504 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1505 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1506 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1507 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1508 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1509 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1510 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1511 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1512 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1513 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1514 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1515 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1516 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1517 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1518 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1519 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1520 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1521 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1522 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1523 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1524 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1525 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1526 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1527 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1528 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1529 | BX | 7 | Box elder | <i>Acer negundo</i> | Poor | |
| 1530 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1531 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1532 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1533 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1534 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1535 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1536 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1537 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1538 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1539 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1540 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1541 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x1 |
| 1542 | BL | 18 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1543 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1544 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |

| | | | | | | |
|------|----|----|----------------------|-------------------------------|-----------|----|
| 1545 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1546 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1547 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1548 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1549 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1550 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1551 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1552 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1553 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | x2 |
| 1554 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1555 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1556 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1557 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1558 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1559 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1560 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1561 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1562 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1563 | BL | 19 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1564 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1565 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1566 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1567 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1568 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1569 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1570 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1571 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1572 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1573 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1574 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1575 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1576 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1577 | BX | 12 | Box elder | <i>Acer negundo</i> | Poor | |
| 1578 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1579 | SM | 7 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1580 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1581 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1582 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1583 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1584 | BW | 16 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1585 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1586 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1587 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1588 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1589 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1590 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1591 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1592 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1593 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1594 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1595 | SM | 14 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1596 | E | 16 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1597 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1598 | E | 21 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1599 | BX | 10 | Box elder | <i>Acer negundo</i> | Poor | x1 |
| 1600 | BW | 7 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1601 | BW | 10 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1602 | SM | 12 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1603 | E | 15 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1604 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1605 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1606 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1607 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1608 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1609 | E | 16 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1610 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1611 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1612 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1613 | BX | 6 | Box elder | <i>Acer negundo</i> | Poor | |
| 1614 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1615 | SM | 6 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1616 | TH | 10 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 1617 | TH | 8 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | x7 |
| 1618 | BW | 21 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1619 | BW | 18 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1620 | BW | 22 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1621 | E | 16 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1622 | BW | 22 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1623 | BW | 19 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1624 | BW | 19 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1625 | BW | 9 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1626 | BW | 18 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1627 | BW | 15 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1628 | BW | 9 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1629 | BW | 26 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1630 | BW | 16 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1631 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1632 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1633 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1634 | BW | 14 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1635 | BW | 17 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1636 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1637 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1638 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1639 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1640 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1641 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1642 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1643 | BL | 23 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1644 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Fair | |
| 1645 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1646 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1647 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1648 | GA | 18 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1649 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Very Poor | x1 |
| 1650 | SM | 22 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1651 | GA | 9 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1652 | BW | 13 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1653 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1654 | BX | 8 | Box elder | <i>Acer negundo</i> | Poor | |
| 1655 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1656 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1657 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1658 | TH | 6 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 1659 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Poor | |

S:\PROJECTS\2020-0320-0320 CROOKS AND LONG LAKE PLD\DWG\CONCEPTUAL\T-1) TREE LIST - 202020.dwg

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|------|----|----|----------------------|-------------------------------|-----------|----|
| 1890 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1891 | GA | 9 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1892 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 1893 | GA | 15 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1894 | B | 16 | Basswood | <i>Tilia americana</i> | Poor | |
| 1895 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 1896 | B | 28 | Basswood | <i>Tilia americana</i> | Fair | |
| 1897 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1898 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 1899 | B | 16 | Basswood | <i>Tilia americana</i> | Fair | x1 |
| 1900 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1901 | B | 8 | Basswood | <i>Tilia americana</i> | Poor | |
| 1902 | B | 15 | Basswood | <i>Tilia americana</i> | Poor | |
| 1903 | SU | 17 | Sugar Maple | <i>Acer saccharum</i> | Fair | |
| 1904 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1905 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1906 | SM | 17 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1907 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1908 | BW | 7 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1909 | BW | 8 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1910 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1911 | SM | 12 | Silver Maple | <i>Acer saccharinum</i> | Poor | |
| 1912 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1913 | SM | 25 | Silver Maple | <i>Acer saccharinum</i> | Fair | x2 |
| 1914 | E | 8 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1915 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1916 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1917 | SM | 9 | Silver Maple | <i>Acer saccharinum</i> | Poor | x4 |
| 1918 | SM | 28 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1919 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1920 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1921 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1922 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 1923 | TH | 8 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 1924 | B | 14 | Basswood | <i>Tilia americana</i> | Poor | |
| 1925 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1926 | B | 13 | Basswood | <i>Tilia americana</i> | Fair | |
| 1927 | B | 6 | Basswood | <i>Tilia americana</i> | Fair | |
| 1928 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1929 | SU | 22 | Sugar Maple | <i>Acer saccharum</i> | Fair | |
| 1930 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 1931 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1932 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 1933 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1934 | B | 14 | Basswood | <i>Tilia americana</i> | Fair | x1 |
| 1935 | B | 15 | Basswood | <i>Tilia americana</i> | Fair | |
| 1936 | BW | 24 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1937 | BW | 7 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1938 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1939 | BL | 21 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1940 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1941 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 1942 | BW | 14 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1943 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1944 | B | 14 | Basswood | <i>Tilia americana</i> | Poor | |
| 1945 | E | 17 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1946 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1947 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1948 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1949 | TH | 8 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | x4 |
| 1950 | BW | 12 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1951 | BW | 16 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1952 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1953 | BW | 17 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1954 | NM | 8 | Norway Maple | <i>Acer platanoides</i> | Poor | |
| 1955 | BW | 17 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1956 | BW | 19 | Black Walnut | <i>Juglans nigra</i> | Poor | x1 |
| 1957 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1958 | TH | 6 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 1959 | B | 21 | Basswood | <i>Tilia americana</i> | Poor | x1 |
| 1960 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1961 | TH | 10 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | x1 |
| 1962 | B | 10 | Basswood | <i>Tilia americana</i> | Fair | |
| 1963 | BW | 15 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 1964 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1965 | B | 8 | Basswood | <i>Tilia americana</i> | Poor | |
| 1966 | BL | 18 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1967 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1968 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1969 | BL | 20 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1970 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1971 | B | 8 | Basswood | <i>Tilia americana</i> | Poor | |
| 1972 | BW | 16 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1973 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1974 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1975 | E | 17 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1976 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1977 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1978 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1979 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1980 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1981 | BL | 18 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1982 | BW | 12 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 1983 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1984 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1985 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1986 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1987 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1988 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1989 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1990 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1991 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1992 | BL | 11 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1993 | BL | 9 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1994 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1995 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1996 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1997 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1998 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 1999 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2000 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2001 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2002 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2003 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2004 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |

| | | | | | | |
|------------------|----|----|----------------------|-------------------------------|-----------|----|
| 2005 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2006 | BW | 10 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 2007 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2008 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2009 | SM | 16 | Silver Maple | <i>Acer saccharinum</i> | Fair | |
| 2010 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2011 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2012 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2013 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2014 | E | 15 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2015 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2016 | E | 24 | American Elm | <i>Ulmus americana</i> | Fair | |
| 2017 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2018 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2019 | BW | 8 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2020 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2021 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2022 | BL | 11 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2023 | BL | 22 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2024 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2025 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2026 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2027 | SM | 15 | Silver Maple | <i>Acer saccharinum</i> | Fair | x1 |
| 2028 | SM | 20 | Silver Maple | <i>Acer saccharinum</i> | Fair | x2 |
| 2029 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2030 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2031 | BW | 14 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 2032 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2033 | BL | 7 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2034 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2035 | BL | 19 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2036 | E | 7 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2037 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2038 | GA | 16 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 2039 | E | 27 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2040 | E | 25 | American Elm | <i>Ulmus americana</i> | Fair | |
| 2041 | NM | 12 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2042 | E | 7 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2043 | BL | 12 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2044 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2045 | E | 28 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2046 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 2047 | B | 12 | Basswood | <i>Tilia americana</i> | Poor | x1 |
| 2048 | E | 19 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 2049 | BL | 18 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2050 | BL | 10 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2051 | NM | 10 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2052 | NM | 8 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2053 | NM | 6 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2054 | E | 23 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2055 | NM | 6 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2056 | BW | 18 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2057 | E | 13 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2058 | E | 10 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2059 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2060 | BL | 17 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2061 | BW | 16 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2062 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2063 | BL | 6 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2064 | B | 16 | Basswood | <i>Tilia americana</i> | Fair | |
| 2065 | B | 16 | Basswood | <i>Tilia americana</i> | Fair | |
| 2066 | B | 6 | Basswood | <i>Tilia americana</i> | Poor | |
| 2067 | B | 16 | Basswood | <i>Tilia americana</i> | Fair | |
| 2068 | B | 13 | Basswood | <i>Tilia americana</i> | Fair | |
| 2069 | B | 12 | Basswood | <i>Tilia americana</i> | Poor | |
| 2070 | B | 17 | Basswood | <i>Tilia americana</i> | Poor | |
| 2071 | B | 17 | Basswood | <i>Tilia americana</i> | Fair | |
| 2072 | B | 12 | Basswood | <i>Tilia americana</i> | Poor | |
| 2073 | NM | 14 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2074 | NM | 14 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2075 | GA | 14 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 2076 | NM | 6 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2077 | BL | 19 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2078 | BL | 18 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2079 | BL | 14 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2080 | E | 18 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2081 | BL | 19 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2082 | B | 14 | Basswood | <i>Tilia americana</i> | Poor | |
| 2083 | BL | 13 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2084 | B | 12 | Basswood | <i>Tilia americana</i> | Poor | |
| 2085 | GA | 15 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 2086 | BL | 15 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2087 | B | 16 | Basswood | <i>Tilia americana</i> | Poor | |
| 2088 | PB | 6 | Paper Birch | <i>Betula papyrifera</i> | Poor | |
| 2089 | B | 15 | Basswood | <i>Tilia americana</i> | Poor | |
| 2090 | B | 17 | Basswood | <i>Tilia americana</i> | Poor | |
| 2091 | B | 16 | Basswood | <i>Tilia americana</i> | Poor | |
| 2092 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Very Poor | |
| 2093 | NM | 12 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2094 | B | 10 | Basswood | <i>Tilia americana</i> | Fair | |
| 2095 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 2096 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2097 | BW | 23 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 2098 | E | 12 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2099 | BW | 21 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2100 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| Jump in sequence | | | | | | |
| 2201 | B | 13 | Basswood | <i>Tilia americana</i> | Poor | x1 |
| 2202 | B | 14 | Basswood | <i>Tilia americana</i> | Fair | |
| 2203 | E | 9 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2204 | BW | 38 | Black Walnut | <i>Juglans nigra</i> | Fair | |
| 2205 | BW | 19 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2206 | TH | 9 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 2207 | TH | 6 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | |
| 2208 | NM | 13 | Norway Maple | <i>Acer platanoides</i> | Fair | |
| 2209 | BW | 6 | Black Walnut | <i>Juglans nigra</i> | Poor | |
| 2210 | PW | 6 | White Poplar | <i>Populus alba</i> | Poor | |
| 2211 | E | 7 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2212 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2213 | E | 15 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 2214 | E | 6 | American Elm | <i>Ulmus americana</i> | Poor | |
| 2215 | TH | 19 | Thornapple/Hawthorne | <i>Crataegus spp.</i> | Poor | x1 |
| 2216 | BL | 16 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2217 | BL | 8 | Black Locust | <i>Robinia pseudoacacia</i> | Poor | |
| 2218 | E | 14 | American Elm | <i>Ulmus americana</i> | Poor | |

LONG LAKE & CROOKS MASTERPLAN DEVELOPMENT

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

DEVELOPMENT AGREEMENT FOR
"LONG LAKE & CROOKS MASTERPLAN DEVELOPMENT"
PLANNED UNIT DEVELOPMENT

This Development Agreement ("Agreement") dated _____, 2023, is entered into by and between LONG LAKE CROOKS DEVELOPMENT ASSOCIATES, L.L.C., a Michigan limited liability company, the address of which is 39400 Woodward Avenue, Suite 250, Bloomfield Hills, Michigan 48304, referred to herein as the "Developer", and the CITY OF TROY, a Michigan municipal corporation, having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 (the "City").

RECITALS

A. Developer is the owner of certain real property located at the northwest corner of Long Lake and Crooks Roads in the City of Troy, Oakland County, Michigan, consisting of one (1) parcel and containing approximately 24.08 acres, as more particularly described on attached **Exhibit A** (the "Property").

B. Developer has petitioned for an Amendment to Chapter 39 of the Troy City Code, (the "Zoning Ordinance") for the rezoning of the Property to Planned Unit Development ("PUD"), pursuant to Article 11 of the Zoning Ordinance, for the development to be known as "Long Lake & Crooks Masterplan Development", sometimes also referred to herein as the "Development" or the "Planned Unit Development".

C. Developer has demonstrated that the zoning of the Property as a PUD is consistent with the intent of Section 11.03 of the Zoning Ordinance. The Development accomplishes a

sufficient number of objectives, including among other benefits and features, the Developer proposes: (i) a mixture of land uses that would otherwise not be permitted without the use of the PUD; (ii) 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 the PUD designation; (iii) compatible mixture of open space, landscaped areas, and pedestrian amenities; (iv) to use appropriate land use transitions between the PUD and surrounding properties; (v) innovative and creative site and building designs, solutions and materials; (vi) desirable qualities of a dynamic urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces; (vii) appropriate assembly, use, redevelopment, replacement, and improvement of an existing vacant site; (viii) consistency with the intent of the City's Master Plan and the intent of any applicable corridor or sub-area plans and consistent with recent development trends in the area; and, (ix) 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 Development.

D. Developer submitted the Concept Development Plan ("Concept Development Plan"), a copy of which is attached as part of **Exhibit B** (PUD Application (including Concept Development Plan and supporting materials)) pursuant to Section 11.06 of the Zoning Ordinance subject to the terms of this Agreement.

E. Troy Planning Commission held a public hearing on August 9, 2022 concerning the Planned Unit Development followed by meetings on September 27, 2022 and January 24, 2023 where approval of the Development, including the Concept Development Plan, was recommended. (See **Exhibit C**, Planning Commission Minutes and Resolution of January 24, 2023).

F. Troy City Council held a public hearing on _____, 2023 the Minutes and Resolution from are attached to this Agreement as **Exhibit D** (City Council Minutes and Resolution of _____, 2023).

NOW, THEREFORE, as an integral part of the grant of rezoning of the Property to PUD known as the " Long Lake & Crooks Masterplan Development" and its development, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 **Binding Effect.** This Agreement incorporates all PUD Documents, as defined below, and shall run with the land. References in this Agreement or in any PUD Documents to "Developer" shall include Developer's successors and assigns. It is the intent of the City and Developer to put all future owners of the Property, and parties in interest, on notice of the rights, obligations, and restrictions contained herein, by recording this Agreement and its attached Exhibits with the Oakland County Register of Deeds. The terms and conditions of this Agreement

shall be considered "Deed Restrictions" binding upon all developers and any successors or assigns of the Property.

1.2 PUD Documents. The Property shall be developed and improved in accordance with the following, which shall be referred to collectively as the "PUD Documents":

- A. Article 11 of the Zoning Ordinance, and amendments, if any, as of the Effective Date;
- B. This Agreement;
- C. The initial PUD Application, including the Concept Development Plan and supporting materials, received by the City of Troy Planning Department on November 18, 2020, and as revised and submitted on November 28, 2022 (**Exhibit B**) ("PUD Application (including Concept Development Plan and supporting materials)");
- D. The following documents attached as **Exhibit E** ("Preliminary Site Plan Documents"):

| General Description of Document | Date of Document | Drafter or Preparer |
|--|------------------|---------------------------|
| Topographic Survey Sheet C-1.0 | April 11, 2022 | PEA Group James P. Butler |
| Preliminary Site Plan Sheet C-3.0 | April 11, 2022 | PEA Group James P. Butler |
| Preliminary Utility Plan Sheet C-5.0 | April 11, 2022 | PEA Group James P. Butler |
| Preliminary Landscape Plan Sheet L-1.0 | April 11, 2022 | PEA Group Janet L. Evans |

- E. The Resolution and the official minutes of the meeting at which the City Council approved the PUD, including any and all conditions of the approval contained therein, an Affidavit of Property Ownership to be recorded with the Oakland County Register of Deeds prior to commencement of construction and prior to the sale, lease, rental, or occupancy by tenants of any portion of the Property, contain the legal description of the entire Property, specifying the date of the Concept Development Plan approval, and rezoning of the Property to PUD by the City Council, and declaring that all future development of the Property has been authorized, restricted, and required to be carried out in accordance with this Agreement, and the amendment to the Zoning Ordinance granting rezoning to PUD; (See **Exhibit D**).
- F. All Preliminary Development Plans, as defined in Section 11.07 of the Zoning Ordinance, approved by City Council; and,
- G. All Final Development Plans, as defined in Section 11.08 of the Zoning Ordinance, approved by the Zoning Administrator or by the Community Development Director of the City.

1.3 Amendment to Zoning Ordinance. Troy City Council Resolution #_____ (the "Resolution") and this Agreement shall be considered an amendment to the Zoning Ordinance and the Zoning Map, reclassifying the zoning of the Property, which was not previously rezoned to PUD, and the Resolution constitutes the land authorization for the Property in accordance with the Zoning Ordinance. All uses and improvements completed on the Property shall be in substantial conformity with Article 11 of the Zoning Ordinance and the PUD Documents.

ARTICLE II

DEVELOPER'S RIGHTS, OBLIGATIONS, AND PROPERTY RESTRICTIONS

2.1 Development Rights. Developer shall have the right to develop and use the Property, and make improvements and modifications to the Property, in accordance with the PUD Documents identified in Section 1.2 above. Any changes to the Development shall be approved in accordance with the PUD Documents in effect at the time of the proposed changes.

2.2 Permitted Uses. The City acknowledges and approves that the Development shall consist of separate areas within which there will be separate permitted uses, but which together will relate to each other in an acceptable and cohesive development. The separate areas are depicted on the Concept Development Plan (included within **Exhibit B**) as development areas, amenity zones, retail/restaurant areas, and natural areas and are more fully defined in this Agreement. The permitted uses of the Development described below are consistent with the intent of the City's Master Plan or the intent of any applicable corridor or sub-area plans, and otherwise consistent with Section 11.02 of the Zoning Ordinance, and are to be a mixture of commercial, retail, residential, and office uses, and identified as follows:

- A. Development Area 1 - Residential uses including multiple-family dwellings (2-8 stories), live/work units, accessory uses related to such uses, and all associated surface parking.
- B. Development Area 2 - Office uses including offices (general), professional and medical offices, business services, a multi-story parking structure, accessory uses related to such uses, and all associated surface parking.
- C. Development Area 3 - Office uses including offices (general), professional and medical offices, business services; and residential uses including multiple-family dwellings (2-8 stories), multiple-family dwellings (9+ stories), Multiple-family dwellings (on upper floors only in a mixed-use building), live/work units; and restaurant, retail sales or business uses including restaurants (standard), restaurants (fast food), bar/lounge, outdoor dining areas, retail (general), health fitness centers, athletic clubs, martial arts studios, dance studios, music studios, art studios, dry cleaners and laundry, pharmacies (durable medical goods sales/rental), conference meeting uses, banquet facility uses, personal services; and a multi-story parking structure; and accessory uses related to such uses, and all associated surface parking.

- D. Development Area 4 – Lodging uses; and extended stay uses; and residential uses including multiple-family dwellings (2-8 stories), live/work units; and accessory uses related to such uses, and all associated surface parking.
- E. Restaurant/Retail Areas – "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance, and their accessory uses, and all associated surface parking.
- F. Amenity Zone A - "Open Space" as defined by the Zoning Ordinance for use as an open field activity area, including bocce ball court, pickleball courts, seasonal ice-skating rink, and associated surface parking.
- G. Amenity Zone B - "Open Space" as defined by the Zoning Ordinance for use as a fitness path with outdoor exercise stations. A portion of Amenity Zone B is a regulated wetland area, will be restricted from development, and will remain in an "Undeveloped State" as defined in the Zoning Ordinance, except as provided for in this Agreement, and is designated as "Wetland D" within Exhibit E, specifically sheet C-3.0.
- H. Amenity Zone C – Amenity Zone C is a mostly a regulated wetland area, will be restricted from development, and shall remain in an "Undeveloped State" as defined in the Zoning Ordinance, except as provided for in this Agreement, and is designated as "Wetland A" within Exhibit E, specifically on sheet C-3.0.

The parties intend that the uses listed above shall have the same meaning as referenced in the Zoning Ordinance, including the uses listed in the Table in Section 4.21 of the Zoning Ordinance. The uses listed above from Table 4.21 which identify the number of stories in Development Areas 1, 3, and 4 are not intended to permit the Developer to deviate from the number of stories identified on the Concept Development Plan and as identified in Section 2.3 below. Such permitted uses within each of the above areas shall be selected by the Developer, in its sole discretion, recognizing the uses are subject to market demand, end-user requirements, development patterns, and other factors outside of the control of the Developer. Developer shall be provided with flexibility in selecting such permitted uses, and any combination of the permitted uses, to provide Developer the opportunity to construct and use a higher quality development and a better overall project than would be accomplished under conventional zoning, and which will be accommodated without sacrificing established community values. An amendment to this Agreement shall be required if any use not listed above is proposed; provided, however, that the Zoning Administrator shall have the authority to allow similar or accessory uses to those listed above within each development area. For purposes of this Agreement and consistent with the 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. It is also recognized that Developer shall be provided with flexibility in altering the uses within the Amenity Zones referenced above so long as such uses are consistent with the "Open Space" definition in the Zoning Ordinance.

2.3 Sequencing and Phasing of Development. Due to the unique nature and scale of the Development, the City recognizes that the Developer shall be afforded maximum flexibility in the sequencing and phasing of the Development to attract investment and end users consistent with the Phasing Plan, as described below. Any phase described below shall be generally referenced alone as a "Phase" and together as "Phases" for purposes of this Agreement. Developer shall be permitted to apply for all approvals, including Preliminary Development Plan approval and Final Development Plan approval, for any portion of the Development, including the Phases or Restaurant/Retail Areas, at any time consistent with the Phasing Plan, within the sole discretion of the Developer, and the City shall be obligated to review and promptly process such requests for approval as provided for under the Zoning Ordinance. Developer shall be permitted, but not required, to commence construction and development of any Phase or Restaurant/Retail Area at any time consistent with the Phasing Plan, within the sole discretion of the Developer, and the City shall be obligated to review and process such requests for construction and development approvals as provided for under the Zoning Ordinance; provided, however, that once construction is commenced in any Phase or Restaurant/Retail Area, the Developer shall complete the development and construction of such Phase or Restaurant/Retail Area. Undeveloped Phases or Restaurant/Retail Areas shall be appropriately maintained by Developer, including grass cutting and refuse removal. Developer shall not clear-cut trees within any unapproved and undeveloped Phase or Restaurant/Retail Area without the approval of the Community Development Director.

The Development is planned as a multiple phase development, each of which shall include the associated infrastructure improvements within and necessary to serve such Phase or Restaurant/Retail Area. The Phases of the Development (the "Phasing Plan") are set forth below.

RESIDENTIAL MID-RISE PHASE: The Residential Mid-Rise Phase is depicted on the Concept Development Plan as **Development Area 1**. This Phase includes one residential mid-rise building with associated accessory uses, parking, driveways, and sidewalks. The building shall be a minimum number of three (3) stories, with a building height not to exceed 40 feet, and a maximum of seven stories, with a building height not to exceed 90 feet. The maximum square footage of this building is 150,000 square feet.

OFFICE/PROFESSIONAL PHASE: The Office/Professional Phase is depicted on the Concept Development Plan as **Development Area 2** and includes one building that is intended to be primarily an office and/or professional building with accessory uses supported by a parking structure and associated surface parking, driveways, and sidewalks. The building shall be a minimum of four (4) stories, with a building height not to exceed 60 feet, and a maximum of ten (10) stories, with a building height not to exceed 150 feet. The maximum square footage of this building is 500,000 square feet.

OFFICE/PROFESSIONAL/RESIDENTIAL/RETAIL/PARKING PHASE: The Office/Professional/Residential/Retail/Parking Phase is depicted on the Concept Development Plan as **Development Area 3** and includes one building that is primarily intended to be office and/or professional and/or residential building with accessory uses and will be supported by an associated parking deck contained within the building along with associated surface parking, driveways, and sidewalks. This building shall be a minimum of four (4) stories, with a maximum height of 60 feet, and maximum of ten (10) stories, with a maximum height of 150 feet. The maximum square footage of this building is 350,000 square feet.

LODGING/EXTENDED STAY/RESIDENTIAL PHASE: The Lodging/Extended Stay/ Residential Phase is depicted on the Concept Development Plan as **Development Area 4** and includes one building that will be supported by associated surface parking, driveways, and sidewalks. This building shall be a minimum of three (3) stories, with a building height not to exceed 40 feet, and a maximum of seven (7) stories, with a maximum height of 90 feet.

The Developer and the City recognize that development of the amenity zones is important to the success of the Development. Amenity Zone A shall be developed as part of the first Phase. Amenity Zone B shall be developed as part of the second Phase, except for the regulated wetland area within Amenity Zone B which shall remain undeveloped except as permitted by EGLE. Amenity Zone C shall remain undisturbed except to the extent permitted by EGLE and only then for such uses as shown on the Concept Development Plan, such as foot trails and retaining walls, because it is primarily a regulated wetland area. Amenity Zone C may be developed, if at all, at any time in association with any Phase.

At the discretion of the Developer, any or all of the Restaurant/Retail Areas (depicted as Restaurant/Retail Building #1, Restaurant/Retail Building #2, and Restaurant/Retail Building #3 on the Concept Development Plan) may be: (i) constructed at any time without being part of any Phase after the Developer has commenced construction of the first Phase; or, (ii) constructed at any time as part of any Phase. The Restaurant/Retail Area shall be comprised of a total of three separate buildings. Each building may be one (1) or two (2) stories with a maximum height of 35 feet for each building.

Upon commencement of the first Phase, all regulated wetland areas shall be restricted from any development and shall remain in an "Undeveloped State" as defined in the Zoning Ordinance and as depicted within **Exhibit E** containing the Preliminary Site Plan Documents, specifically sheet C-3.0.

2.4 Duration. The parties recognize and agree that there is no formal development schedule for the Development. This Agreement and the Concept Development Plan shall remain in full force and effect so long as Developer requests Preliminary Development Plan approval for the first Phase within five (5) years from the Effective Date. Developer must commence construction of the first Phase within two (2) years of Final Development Plan approval of the first Phase and shall thereafter, in its sole discretion, commence construction of any other Phase or Restaurant/Retail Area no later than twenty (20) years from the commencement of construction of the first Phase. Developer may request an extension for good cause from the City not less than 90 days prior to the expiration date of any deadlines so long as Developer has acted in good faith to commence and complete construction of the Phases.

2.5 Relationship of Phases and Areas. Each Phase or Restaurant/Retail Area developed shall be capable of standing on its own in terms of the presence of Improvements, as defined below, to serve such Phase or Restaurant/Retail Area. Developer shall not be required to construct Improvements outside of a particular Phase or Restaurant/Retail Area and shall not be required to connect any such Improvements between any non-contiguous Phase or Restaurant/Retail Area, until the last of the Phases and Restaurant/Retail Areas described above is completed.

2.6 Vesting. To the extent construction has commenced on a particular Phase or Restaurant/Retail Area, Developer shall be deemed to have obtained vested rights with respect to that Phase or Restaurant/Retail Area and shall be permitted to complete that Phase or Restaurant/Retail Area in accordance with applicable approvals.

2.7 Preliminary Development Plan Submittal. Preliminary Development Plans for each Phase, Amenity Zone, or Restaurant/Retail Area shall be consistent with the Concept Development Plans and this Agreement, and each Preliminary Development Plan shall be submitted for approval to the City with corresponding traffic and parking studies to be reviewed and approved administratively by the City Engineer, the Road Commission for Oakland County, and the Michigan Department of Transportation as may be required by applicable law. The scope of the traffic and parking studies shall be approved by the City Engineer consistent with the Zoning Ordinance and this Agreement.

2.8 Statement of Conditions. As part of the PUD and as a condition of said approval and to satisfy the PUD zoning standards, Developer's obligations shall include the following, plus any other requirements set forth in the PUD Documents, this Agreement and Exhibits, attached hereto and made a part hereof, which are designated as the obligations of the Developer:

- A. The Development will facilitate the interconnectivity of vehicular and pedestrian access through a network of sidewalks and internal roads.
- B. The Developer will preserve in perpetuity certain natural wetland areas on the Property.
- C. The Development will include amenity zones with bocce ball courts, pickleball courts, seasonal ice-skating rink, fitness path with outdoor exercise stations, outdoor activity areas, and a pedestrian loop and boulevard throughout the Property, each accessible to the public and as shown on the Concept Development Plan.
- D. The Development will provide large open spaces and landscaped areas which exceed the requirements of the City in a workable integrated design.

The City acknowledges that the Development will have numerous community benefits and, among them, the Development will: (a) eliminate existing under-development of the Property as well as encourage the assemblage and division of parcels within the Property to create a consistent development that provides a logical transition with the surrounding properties; (b) promote and be consistent with the redevelopment goals of the City's Master Plan; (c) incorporate and implement numerous goals and strategies of the City's Master Plan; and, (d) provide a higher quality of development than could be achieved under conventional zoning.

2.9 Development Standards. The Property shall be developed, if at all, consistent with the City of Troy development standards, the Zoning Ordinance, and other City ordinances, or any amendments thereto, and consistent with the PUD Documents (the "Approved Standards"),

without the need for any additional approvals from the City for such standards, because the City has determined that the Approved Standards are a reasonable approach for the PUD as listed in Article 11 of the Zoning Ordinance for the Development including but not limited to the following purposes:

- A. To encourage developments that will result in a long-term contribution to social, environmental, and economic sustainability in the City;
- B. To permit development patterns that respond to changing public and private needs;
- C. To 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;
- D. To encourage the use, redevelopment, and improvement of existing sites where current ordinances do not provide the flexibility to consider redevelopment of sites;
- E. To ensure the compatibility of design and use among various components within the PUD and with neighboring properties and uses;
- F. To ensure development that is consistent with the intent of the City's Master Plan; and,
- G. To encourage an integrated development.

The Approved Standards, as well as other approved features of the Development contained in this Agreement, are not intended to avoid the zoning requirements that would otherwise apply, but rather to allow flexibility and mixture of uses, and to improve the design, character, and quality of Development and any variations from the requirements of the Zoning Ordinance, because they are improvements to the public health, safety, and welfare in the area affected and in accordance with the intent of Article 11 of the Zoning Ordinance.

The City recognizes that the boundaries of each of the Phases, Amenity Zones, and Restaurant/Retail Areas shown on the Concept Development Plan may need to change in light of market demand, end-user requirements, development patterns, and other factors outside of the control of the Developer. Therefore, to provide Developer with 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 will be accommodated without sacrificing established community values, the boundaries of such Phases, Amenity Zones, or Restaurant/Retail Areas shown on the Concept Development Plan may be enlarged or reduced, at the sole discretion of the Developer, so long as the Developer complies with the Approved Standards as specified herein.

Modifications regarding the density, mix of types of buildings, number of units per building, and location of buildings shall be permitted under this Agreement to allow the Developer

flexibility and as may be reasonably necessary to comply with applicable laws or regulations, subject to this Section. Developer shall have the right, in its sole discretion, to modify interior floor plans subject to compliance with all other City ordinances. Minor modifications to the PUD Documents resulting from engineering considerations, site conditions, or other governmental requirements may be administratively approved by the Zoning Administrator or Community Development Director.

Landscaping shall meet or exceed required landscaping for similar projects pursuant to Chapter 39, Section 13.02 of the Zoning Ordinance.

2.10 General Maintenance. Developer shall maintain all common areas, storm water drainage and retention facilities, landscaped areas, parking areas, and sidewalks in good working order and appearance. Developer may establish an Association or Associations to assume the maintenance obligations set forth in this Agreement in which event the Association or Associations shall succeed to the Developer's obligations for those portions of the Property defined in the instrument establishing each Association, and Developer shall be relieved of all obligations and liability with respect thereto.

2.11 Conveyance by Developer. In the event Developer conveys all or any portion of the Property, it shall establish easements over and across the Property providing that all portions of the Property shall have full egress and ingress for both vehicular and pedestrian use and for egress and ingress to a public road, and access over, under, and across portions of the common areas necessary for installation, construction, repair, and maintenance of utilities affecting and placed upon the Property, which may provide for shared participation in the cost of maintenance and repair. Developer may, however, designate specific parking areas for use by specific areas of the Development.

2.12 Construction Trailers. Developer shall comply with the City Code and Ordinances, make any necessary application for permits, and obtain any necessary permits for the use of construction trailers, and for rental, occupancy, and advertising signs.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall construct and install improvements and/or connections tying into the municipal water and sanitary sewer systems, including any required fire hydrant, consistent with the Phasing Plan. Such improvements shall be designed and constructed in accordance with any Final Development Plan approved under Section 11.08 of the Zoning Ordinance, approved engineering construction plans, and all applicable City, County, and State standards, codes, regulations, ordinances, and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions, and easements to reach the area to be served, shall be completed, approved, and dedicated to the City to the extent necessary to fully service all proposed and existing facilities, structures, and uses for such Phase or Restaurant/Retail Area. Consistent with the Phasing Plan, all water and sanitary system improvements required shall be completed before construction of the buildings to be erected in the applicable Phase or Restaurant/Retail Areas and shall be completed, approved and dedicated to

and accepted by the City, if required, to the extent necessary to fully service all proposed and existing facilities, structures and uses, within such Phase or Restaurant/Retail Area to be served thereby, prior to issuance of any building permits within such Phase or Restaurant/Retail Area. The water and sanitary sewer improvements within each Phase or Restaurant/Retail Area must be completed such that, upon completion and any dedication of such improvements, they are fully sufficient to provide the required capacity for water and sewer services to such buildings to be erected within such Phase or Restaurant/Retail Area according to the applicable laws, ordinances, codes, regulations, and standards at the time of construction of buildings to be erected within such Phase or Restaurant/Retail Area. The Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit, or a performance bond (the "Security"), as specified in a separate agreement approved by the City for any water and sanitary sewer systems undergoing construction. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten percent (10%), as specified in a bona fide contract for installation of such improvements approved by the City Engineer. The agreement shall also authorize the City, at its option, to complete these improvements as required by the City Engineer, if Developer fails to complete the water and sanitary sewer improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for the buildings to be erected on the Property within the Development to be served by the water and sanitary sewer improvements in question shall be issued upon the posting of such Security and execution of such agreement, which shall be approved by the City Attorney in the exercise of reasonable discretion.

3.2 Storm Water Drainage. Developer shall, at its sole expense, construct and install storm water and retention and/or detention systems consistent with the Phasing Plan. Such improvements shall be designed and constructed in accordance with any Final Development Plan approved under Section 11.08 of the Zoning Ordinance, approved engineering construction plans, and all applicable City, County and State standards, codes, regulations, ordinances, and laws. All storm water and retention and/or detention system improvements required shall be completed before construction of the buildings to be erected within a Phase or Restaurant/Retail Area and shall be completed and approved to the extent necessary to fully service all proposed and existing facilities, structures and uses, within such Phase or Restaurant/Retail Area, prior to issuance of any building permits. The Developer shall post Security, as specified in a separate agreement approved by the City, for any storm water and retention and/or detention system systems undergoing construction. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten percent (10%), as specified in a bona fide contract for installation of such improvements approved by the City Engineer. The agreement shall also authorize the City, at its option, to complete these improvements as required by the City Engineer, if Developer fails to complete the storm water and retention and/or detention system improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for the buildings to be erected within the Development to be served by the storm water and retention and/or detention system improvements in question shall be issued upon the posting of such Security and execution of such agreement, which shall be approved by the City Attorney in the exercise of reasonable discretion. During the development of the Property, the Developer or its successors or assigns shall be obligated to

maintain the storm water and retention and/or detention system and facilities for such applicable Phase or Restaurant/Retail Area in a fully operational condition.

3.3 Streets, Boulevards, Sidewalks, Non-Motorized Paths, Drives, Entryways and Parking Areas. Developer shall, at its sole expense, construct and install streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas consistent with the Phasing Plan. All internal streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas will be private. Such improvements shall be designed and constructed in accordance with any Final Development Plan approved under Section 11.08 of the Zoning Ordinance, approved engineering construction plans, and all applicable City, County, and State standards, codes, regulations, ordinances, and laws. The Developer shall post Security, as specified in a separate agreement approved by the City, for any streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas undergoing construction. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus ten percent (10%), as specified in a bona fide contract for installation of such improvements approved by the City Engineer. The agreement shall also authorize the City, at its option, to complete these improvements as required by the City Engineer, if Developer fails to complete the streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. Building permits for the buildings to be erected within the Development to be served by the streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas in question shall be issued upon the posting of such Security and execution of such agreement, which shall be approved by the City Attorney in the exercise of reasonable discretion. At all times, during and after completion of construction, Developer, its successor and assigns, shall cause all internal streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition at all times to allow for the free flow and circulation of traffic throughout the Development when completed, and within each Phase Restaurant/Retail Area prior to completion of the Development, except for temporary closures or obstruction due to repairs or snow. Developer shall install and maintain an adequate gravel surface base as determined by the City Engineer for all entrance ways and internal drive areas to provide for access for construction traffic, City personnel, emergency and firefighting equipment for such specific site and prior to construction of a final base course. The aforementioned agreement for completion shall provide that the paving of all areas referenced in this Section within an applicable Phase or Restaurant/Retail Area shall be completed and approved (including topcoat and parking lot striping) prior to the issuance of more than ninety-five percent (95%) of any certificates of occupancy for buildings within a Phase or Restaurant/Retail Area, but in any event such paving shall be completed within two (2) years of issuance of the first building permit for a building within such Phase or Restaurant/Retail Area.

3.4 Improvements. The City acknowledges that any Phase or Restaurant/Retail Area as may be shown on the Concept Development Plan may be constructed, and operated, at different times consistent with the Phasing Plan, at the discretion of the Developer, depending on market forces and the feasibility of doing so, and that the Developer should be afforded flexibility in its approach to develop the Property in a reasonable and efficient manner. Therefore, notwithstanding anything to the contrary contained in Sections 3.1, 3.2, and 3.3 above: (a) the City shall permit the Developer to construct and operate upon any Phase or Restaurant/Retail Area so long as the

improvements referenced in Sections 3.1, 3.2, and 3.3 above (the "Improvements") adequately service all proposed and existing facilities, structures, and uses within such Phase or Restaurant/Retail Area and shall issue all permits, approvals, and consents accordingly; (b) it shall not be a condition of this Agreement that Developer must complete all of the Improvements on the entire Property before any Phase or Restaurant/Retail Area on the Concept Development Plan is commenced or completed, including the streets, boulevards, sidewalks, non-motorized paths, drives, entryways, and parking areas; and, (c) the City shall not withhold certificates of occupancy, or any other approval, for any buildings in a specific Phase or Restaurant/Retail Area shown on the Concept Development Plan solely because Improvements are not completed within other Phases or Restaurant/Retail Areas.

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

3.6 Regular Inspections. For purposes of maintenance obligations set forth in this Article, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

3.7 Reduction of Security. At the Developer's request, but not more frequently than once a month, the Security may be reduced by the same percentage as the percentage of completion of each component of the Improvements as determined by the City's engineer in the exercise of reasonable discretion. The balance of any Security shall be returned to Developer within thirty (30) days following the determination of the City that any particular portion of the Improvements have been completed consistent with the approved engineering plans. A minimum of ten percent (10%) of the Security shall be maintained by the City until such time as final approval has been issued for all Improvements commenced.

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 Notice of Deficiencies and Cure Period. The City, in each instance, shall provide by written thirty (30) days' notice to Developer documentation of any and all deficiencies and shall provide Developer with an adequate time period in which to cure any deficiencies under this Agreement, which shall be enough time for Developer, its successors, or assigns, to cure the deficiency, taking into consideration applicable weather and related conditions. Subject to Force Majeure, as defined below, if following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall thereupon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

(a) Demand that the non-performance, deficiency, or obligation be fulfilled, performed, or completed before Developer assigns its obligations to another owner of the Property and set a specific date to complete the performance, fulfill the obligation, or correct the deficiency. If Developer has not completed the performance, fulfilled the obligation, or corrected the deficiency by the date specified, the Developer shall not assign its obligations to a subsequent owner of the applicable portion of the Property to which the non-performance, deficiency, or obligation pertains and the City may proceed under Section 4.1(b).

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

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

(d) The City may issue a stop work order as to any or all aspects of then uncompleted portions of the Development to which the non-performance, deficiency, or obligation pertains detailing in writing the uncompleted portions of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development until such issues have been satisfactorily resolved.

(e) The City may, until as such non-performance, deficiency, or obligation has been cured: (i) initiate proceedings to rezone any part of the undeveloped portions of the Property in control of the Developer for which such non-performance, deficiency, or obligation pertains to its former zoning designation, or (ii) in the event that such non-performance, deficiency, or obligation is a material default of this Agreement by such Developer, terminate this Agreement with respect to the portion of the Property to which the deficiency pertains, which termination shall only be effective if the deficiency remains uncured for a period of sixty (60) days from receipt by Developer of the notice of termination.

4.2 Right of Entry. At any time throughout the period of development and construction of any part of the Development, the City, its contractors, representatives, consultants, and agents, shall be permitted and are hereby granted authority to enter upon such portion of the Property being developed or constructed for the purpose of inspecting and/or completing the respective improvements, and for the purposes of inspecting for compliance with and enforcement of the PUD Documents.

4.3 Deviations Permitted. To the extent the PUD Documents deviate from or conflict with the City of Troy development standards, the Zoning Ordinance, or other City ordinances, or any amendments thereto, the PUD Documents shall control, and the City shall not require any

additional approvals, waivers, or variances with respect to such deviations. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

4.4 Permits and Approvals. Other than provided for in this Agreement or as required by Article 11 of the Zoning Ordinance, the City shall not require any additional land use related permits or approvals for the Development such as site plan approval under Article 8 of the Zoning Ordinance, special land use approval under Article 9 of the Zoning Ordinance, and variances under Article 15 of the Zoning Ordinance.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Amendments. This Agreement may not be modified, replaced, amended, or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to a successor owner of all of the Property or to one or more successor owners of portions of the Property in accordance with this Agreement. Until the rights and responsibilities under this Agreement are transferred to a third party under this Agreement, Developer and the City shall be entitled to modify, replace, amend, or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Property, including mortgagees and others.

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

5.3 Interpretation in the Event of Conflict. If there is a conflict among the terms of any of the PUD Documents, such documents shall control in the following order: (a) this Agreement and the attached Exhibits which are made a part hereof; (b) Article 11 of the Zoning Ordinance and amendments, if any; (c) Final Development Plans, and (d) the Concept Development or Preliminary Development Plans. Where there is a question with regard to applicable regulations for a particular aspect of the Development, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City in the reasonable exercise of its discretion shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents or in violation of applicable Federal or Michigan law; and, provided that Developer, its successors or assigns, shall have the right to challenge or contest the determination of the City in any court having jurisdiction.

5.4 General Interpretation and Findings. The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements, and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Property or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking

of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Development will be capable of accommodating increased services and facility loads, traffic, and storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.* It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the Development contemplated hereby, and all such improvements and the requirements and regulations of the Development under the PUD Documents and the Zoning Ordinance, without exception, are clearly and substantially related to the legitimate interests in protecting the public health, safety and general welfare. All Exhibits attached to this Agreement are made a part hereof and are incorporated herein by reference.

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

5.6 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns, as more particularly provided herein.

5.7 Force Majeure. Provided that the Developer is proceeding in good faith and with reasonable diligence to develop the Development in light of existing economic conditions, and is otherwise in compliance with this Agreement, the City will not unreasonably refuse to extend any time periods under this Agreement for a reasonable time to enable the Developer to complete the Development or any portion of it. Any delay or failure of Developer to perform its obligations in this Agreement shall be excused to the extent that it is caused by an unforeseen, unpreventable event or occurrence beyond its reasonable control such as, by way of example and not by way of limitation, an order of the State of Michigan, United States of America or local governmental body, an outbreak and/or the spread of an epidemic, pandemic (including, without limitation, COVID-19), or other disease causing local, regional, or national emergency, acts of God, actions by governmental authority (whether valid or invalid), fires, floods, riot, natural disasters, wars, economic downturn, loss of funding, diminished funding, terroristic threat or action, or sabotage (collectively, a "Force Majeure"); provided the Developer promptly notifies the City of the event of a Force Majeure, the anticipated duration of the event of Force Majeure, and the steps taken to remedy the failure; and provided further that commercially reasonable efforts shall be used to minimize the extent and effect of the Force Majeure event.

5.8 Effective Date. For the purpose of confirming the rights, obligations, and restrictions in connection with the Development to be undertaken on the Property, once the City Council has enacted an Amendment to the Zoning Ordinance rezoning the Property to PUD as approved this Agreement, the effective date of the rezoning and this Agreement shall be the date on which City Council approves this Agreement (the "Effective Date"). After this Agreement granting rezoning is effective, the Planning Director of the City shall take what actions are

necessary to correct the Zoning Map to show the rezoning of the Property, and this Agreement shall be binding upon the City and the Developer.

DEVELOPER:

**LONG LAKE CROOKS DEVELOPMENT
ASSOCIATES, L.L.C.,**
a Michigan limited liability company

By: Long Lake Crooks Development-MM, Inc.,
a Michigan corporation
Its: Manager

By: _____
Anthony G. Antone
Its: Vice-President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Anthony G. Antone, the Vice-President of Long Lake Crooks Development-MM, Inc., a Michigan corporation, the Manager of Long Lake Crooks Development Associates, L.L.C., a Michigan limited liability company, on behalf of the Company.

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

[Signatures for the City appear on the following page]

CITY:

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan Baker
Its: Mayor

By: _____
Aileen Dickson
Its: City Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023,
by Ethan Baker, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal
corporation, on behalf of the Corporation.

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

COOPERATIVELY DRAFTED BY:

Tyler D. Tennent
Dawda Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
AND
Julie Q. Dufrane
Assistant City Attorney
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084

WHEN RECORDED RETURN TO:
Aileen Dickson
City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

INDEX OF EXHIBITS

EXHIBIT A – Legal Description of Property.

EXHIBIT B – PUD Application (including Concept Development Plan and supporting materials).

EXHIBIT C – Planning Commission Minutes and Resolution of January 24, 2023

EXHIBIT D – City Council Meeting Minutes and Resolution of March __, 2023

EXHIBIT E – Preliminary Site Plan Documents

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Land situated in the City of Troy, County of Oakland, and State of Michigan, being more particularly described as follows:

Part of the Southeast 1/4, Section 8, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, beginning at point distant South 87 degrees 15 minutes 31 seconds West 90.00 feet and North 02 degrees 37 minutes 54 seconds West 75.00 feet from Southeast Section corner; thence South 87 degrees 15 minutes 31 seconds West 1328.70 feet along Northerly right of way line of Long Lake Road; thence North 02 degrees 30 minutes 26 seconds West 489.76 feet; thence along curve to right, radius 710.00 feet, chord bears North 11 degrees 45 minutes 00 seconds East 349.71 feet, distance of 353.35 feet; thence North 87 degrees 15 minutes 31 seconds East 1240.77 feet; thence South 02 degrees 37 minutes 54 seconds East 828.33 feet along Westerly right of way line of Crooks Road to beginning, EXCEPT that part lying Southerly and Southwesterly of line described as beginning at point distant South 87 degrees 15 minutes 31 seconds West 90 feet and North 02 degrees 37 minutes 54 seconds West 100 feet from Southeast Section corner; thence South 87 degrees 15 minutes 31 seconds West 934.70 feet; thence North 02 degrees 30 minutes 26 seconds West 10 feet; thence South 87 degrees 15 minutes 31 seconds West 364 feet; thence North 47 degrees 37 minutes 28 seconds West 43 feet to point of ending, also EXCEPT that part lying Easterly and Southeasterly of line described as beginning at point distant South 87 degrees 15 minutes 31 seconds West 130 feet and North 02 degrees 37 minutes 54 seconds West 100 feet from Southeast Section corner; thence North 42 degrees 18 minutes 48 seconds East 42.47 feet; thence North 02 degrees 37 minutes 54 seconds West 310 feet to the point of ending.

Tax Parcel No.: 20-08-477-001

Exhibit B

Application Materials

**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: September 25, 2020

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: Long Lake & Crooks Masterplan Development

2. LOCATION OF THE SUBJECT PROPERTY: Northwest corner - Long Lake & Crooks

3. ZONING CLASSIFICATION(S) OF THE SUBJECT PROPERTY: Current Zoning - Office

4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: _____

| | |
|--|---|
| 5. APPLICANT: | PROPERTY OWNER: |
| NAME <u>Chris Beck</u> | NAME <u>Tony Antone</u> |
| COMPANY <u>Gensler</u> | COMPANY <u>Long Lake Crooks Development Associates</u> |
| ADDRESS <u>150 West Jefferson, Suite 1700</u> | ADDRESS <u>39400 Woodward Ave, Suite 250</u> |
| CITY <u>Detroit</u> STATE <u>MI</u> ZIP <u>48226</u> | CITY <u>Bloomfield Hills</u> STATE <u>MI</u> ZIP <u>48304</u> |
| TELEPHONE <u>313.496.8966</u> | TELEPHONE <u>248.644.7600</u> |
| E-MAIL <u>chris_beck@gensler.com</u> | E-MAIL <u>tantone@Kojaian.com</u> |

6. THE APPLICANT BEARS THE FOLLOWING RELATIONSHIP TO THE OWNER OF THE SUBJECT PROPERTY:
Owner's Architect

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  DATE 11.18.20

9. SIGNATURE OF PROPERTY OWNER  DATE 11/17/2020

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.

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).
- 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

PLANNED UNIT DEVELOPMENT CONCEPT DEVELOPMENT PLAN (CDP) CHECKLIST

Neighborhood meeting:

Communication to immediate neighbors of the property was issued March 11, 2021 to solicit neighborhood comments regarding the proposed masterplan. The communication offered neighbors the opportunity to participate in either a virtual zoom meeting, or comment individually via written response. Neighbors included those to the west, along Corporate Drive, to the south, along Long Lake, and to the east, across Crooks. The developer of this proposed property owns the immediate property to the north. The masterplan graphic, along with contact information for responses to be submitted were included in the mailed communication to each of the neighbors.

No responses were received from any of the neighbors and as such no virtual meeting occurred.

See following page for copy of letter submitted.



03.11.21

Dear Mr. Dugan:

Re: 1175 W. Long Lake Rd
Troy, Michigan

You are being sent this letter as the owner of the above referenced property based on a review of publicly available information. Long Lake Crooks Development Associates, L.L.C. (the "Developer") intends to develop the vacant 24.08 property located at the northwest corner of the intersection of Crooks Road and Long Lake Road. It is planned to be a mixed-use development.

The Developer is required to notify nearby landowners of the proposed development and ask for comments. A proposed concept masterplan is enclosed for your reference. If you wish to verbally comment, please email Chris Beck no later than March 29th, 2021. A virtual Zoom meeting will be set up for you to provide verbal comments. Alternatively, you may also provide written comments to the undersigned no later than April 5th, 2021 by sending an email to chris_beck@gensler.com.

Before this development will occur, it must be thoroughly reviewed and approved by the City of Troy. The City will likely be in contact with you to advise you of the time and place of any public hearing that may be required for this development.

Thank you.

A handwritten signature in black ink, appearing to read "C. Beck".

Chris Beck, AIA, LEED-AP BD&C
Senior Associate
Gensler

Attachment: Crooks & Long Lake Masterplan
C: Brent Savidant (via email)

CROOKS & LONG LAKE // MASTER PLAN



LONG LAKE & CROOKS

CONCEPT DEVELOPMENT PLAN

KOJAIAN + GENSLEER + PEA GROUP + FLEIS & VANDENBRINK | NOVEMBER 28, 2022 | CDP

Planned Unit Development – Concept Development (CDP) Submittal

Project: Long Lake & Crooks Masterplan Development

Original Submission Date: April 22, 2022

Revised Submission Date: November 28, 2022

City of Troy, Planning Department

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



Kojaian
Long Lake Crooks Development Associates, LLC
tantone@kojaian.com
39400 Woodward Avenue, Suite 250
Bloomfield Hills, MI 48304
(248) 644-7600
Contact: Anthony G. Antone, Vice President



Gensler
150 West Jefferson, Suite 1700
Detroit, MI 48226
(313) 496-8966
Contact: Chris Beck, Project Manager



Fleis & Vandenbrink
27725 Stansbury Blvd., Suite 195
Farmington Hills, MI 48334
(248) 342-5786
Contact: Julie Kroll, PE, PTOE



PEA Group
2430 Rochester Court, Suite 100
Troy, MI 48083
(248) 528-7369
Contact: James Butler, PE



Dawda, Mann, Mulcahy, & Sadler
39533 Woodward, Suite 200
Bloomfield Hills, MI 48304
(248) 642-4248
Contact: Tyler D. Tennent

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A. Certified Boundary Survey – Refer to Appendix: Sheet C-1

Legal Description of Property

A parcel of land in a part of the southeast quarter of Section 8, T.02N., R.11 E., City of Troy, County of Oakland, State of Michigan described as follows:

Commencing at the Southeast corner of Section 8, T.02N., R.11 E., City of Troy, County of Oakland, State of Michigan, thence South 87 degrees 15 minutes 31 seconds West 130.00 feet; thence North 02 degrees 37 minutes 54 seconds West 100.00 feet to the north line of Long Lake Road (width varies) and the POINT OF BEGINNING; thence along the said north line the following three (3) courses and distances 1) South 87 degrees 15 minutes 31 seconds West 894. 70 feet; 2) North 02 degrees 30 minutes 26 seconds West 10.00 feet; 3) South 87 degrees 15 minutes 31 seconds West 364.00 feet; thence North 47 degrees 37 minutes 28 Seconds West 42.26 feet to the easterly line of Corporate Drive (120' wide); thence North 02 degrees 30 minutes 26 seconds West 424.81 feet to a point of curvature; thence 353.35 feet along a curve to right, said curve having a radius 710.00 feet, a central angle of 28 degrees 30 minutes 52 seconds, and a chord that bears North 11 degrees 45 minutes 00 seconds East 349.71 feet; thence North 87 degrees 15 minutes 31 seconds East 1240. 77 feet to the west line of Crooks Road (width varies); thence along said west line the following three (3) courses and distances: 1) South 02 degrees 37 minutes 54 seconds East 463.36 feet; 2) South 87 degrees 22 minutes 06 seconds West 10.00 feet; 3) South 02 degrees 37 minutes 54 seconds East 310.00 feet; thence South 42 degrees 18 minutes 48 seconds West 42.47 feet to the POINT OF BEGINNING.

Parcel 20-08-477-001 Vacant Land

B. Development Concept:

Long Lake Crooks Development Associates, L.L.C. (the "Developer") proposes a mixed-use development within the approximate 24.08-acre site bound by Long Lake Road to the south, Crooks Road to the east and Corporate Drive to the west (the "Site"). In concept, this development is envisioned to offer various needed services to the Long Lake corridor and surrounding community and create a development of mixed horizontal and vertical forms. The Site has the potential to be comprised of workplace / medical office space, retail, commercial, residential, and hospitality uses, with the desired overall potential of maximizing the developmental area and providing interconnectivity for vehicles and pedestrians.

The overall phasing of the development will be dependent on the market and the Developer's success and cadence in acquiring prospective users. Final Site configurations will be contingent on such cadence and specific user requirements, both of which will influence final building massing, location, and overall Site character. Final development solutions for each use will be individually issued for approval as part of the preliminary and final development approval process during future timeframes.

The basis of the documentation included within this Concept Development Plan and the PUD application is to demonstrate the desired intent of the overall Site development over a period of time. It is conceptual in nature, however, demonstrates a thoughtful and desired solution to the Site for which a planned unit development zoning status is needed. The descriptions and illustrations within this application form the basis of the development concept.

Development Areas:

The Concept Development Plan envisions several Site components identified as development areas (refer to appendix sheet A-6). Although sequentially numbered, these development areas are not intended to reflect a specific order of cadence, but to identify separate areas within the overall Site that will be developed through a phased approach.

Development Area 1: A residential component is intended for the northwest corner of the Site that will foster a permanent population and enhance further development of the remaining development areas. This residential component will support the increasing demands of the City's housing needs and satisfy a key component in the intended live / work / play environment the Site is focused to achieve.

Development Area 2: The largest development area of the Site is proposed for workplace / medical office and is generally intended to be the anchor development within the overall Site. This development area will support the functional needs of prospective users of the Site and/or nearby residents, bringing significant growth opportunities for the City and further energizing the area. If developed for either single anchor or multi-tenant configurations, the buildings in this development area will support the flexible workplace environment tenants seek within Class-A office/flex-tech space.

Development Area 3: This development area reflects an additional opportunity for added workplace, office, retail, and residential use. Centered within the Site, this development area can act as either a standalone anchor development or as an expansion of use based on the success of either Development Areas 1 & 2. Supporting parking will be included within the development footprint.

Development Area 4: The development area is for lodging with an intended inclusion of an anchor hotel. The building will be designed so that it is easily convertible to residential, (apartment or condominium), use if desired in the future. Currently located on the southwestern corner of the Site, the final location of the hotel may adjust along Corporate Drive dependent on the final retail / restaurant configuration in other areas of the Site. As with the retail and residential components, the hotel is deemed as an asset to both the immediate Site as well as the broader community.

The remaining areas along Long Lake, as illustrated on the Concept Development Plan, offer retail / restaurant opportunities. These intended areas provide destinations for the surrounding community while also supporting other developments on the Site. They are smaller in scale and are intended to energize the Long Lake and Corporate Drive frontage for both vehicular and pedestrian foot traffic by becoming favorite 'go-to' locations. They are not considered a separate development area, but intended to be built either as part of any phase of the development or separately after 50% completion of the first phase.

A combination of surface and structured parking will support the development of the Site based on the expected development uses. Surface parking will support the needs of the short-term visitors of office, retail, and hotel uses, while structured parking, situated away from the high visibility of Long Lake and Crooks will support the daily occupants of the larger office and mixed-use buildings. Each development area will meet all parking requirements as mandated for its use within the City guidelines.

The Developer requests the flexibility to choose the locations of each permitted use within a development area, the sequence of development, and the specific features and boundaries of

each area depicted in the Concept Development Plan. Market forces and user requirements are constantly changing. As a result, the PUD zoning concept, together with an appropriate Development Agreement, will facilitate this flexibility and encourage development without adversely impacting the preliminary and final development plan approval processes required by the City under the Zoning Ordinance.

All development areas shall be integrated through design elements including but not limited to architecture, materials, landscaping, pedestrian connectivity, street connectivity, and shared parking and in accordance to all City requirements.

Landscaping shall meet or exceed required landscaping for similar projects as per Chapter 39, Section 13.02.

Temporary undeveloped portions of the Site shall be appropriately maintained including grass cutting, snow removal, keeping the Site free of refuse, etc.

Amenity Areas:

Various amenities will be required as part of the development areas as shown in the Concept Development Plan – Amenity Zones (refer to appendix sheet A-7). The overall configuration of amenity areas is flexible however they have been purposefully located and sized based on proximity and use of each development area as well as connectivity and access to each other and the local community. Overall, amenity areas account for approximately 135,000 SF, (3 acres), of the total Site area, or 12%.

The amenity areas as illustrated include the following:

Amenity Area 1A: Open green spaces for flexible use, community seating areas / built shelters and fire pits.

Amenity Area 1B: Dog park, walking path.

Amenity Area 2A: Landscape / public art - sculpture garden, walking paths and seating.

Amenity Area 2B: Fitness path, pickle ball courts.

Amenity Area 3: Open green space, bocce ball, food truck staging area.

Overall: Connecting pathways/sidewalks allow both internal and public pedestrian access and engagement across all amenity areas. Continuity of landscape, vegetation and site furnishings will provide a cohesive and connected aesthetic across all parts of the Site.

Natural Areas:

Approximately 3.6 acres of natural wetland will be preserved on the Site, located within two distinct areas, Natural Area 1 and Natural Area 2, as illustrated in the Concept Development Plan (refer to appendix sheet A-7). No development will occur within the natural areas. Viewed as part of the overall Site amenities, the wetlands further enhance the natural landscape and create buffers between development areas that support a more open site environment and will help to minimize the appearance of overall densification. Vegetation within these areas will remain

untouched, except as may be required by the permitting authorities or to facilitate opportunities to clear low lying scrub vegetation for visual access as well as physical approach along the wetland boundaries.

Amenity areas have strategically been placed adjacent to these natural wetlands to further increase the openness and outdoor offerings to users of the Site and public alike.

C. Location Map – Refer to Appendix: Sheet C-0

D. Land Use Map – Refer to Appendix: Sheet A-1

Properties adjacent to site are: Office, Retail/Restaurant and Cemetery

E. Certified Boundary Survey – Refer to Appendix: Sheet C-1 Topographic Survey

F. Density Analysis:

| | Zoning | Proposed |
|-------------------------------|------------------------------------|-----------------|
| District | Max. % of Building Coverage | |
| OM – Office Mixed Use | 40% | 37% |
| UR – Urban Residential | 50% | N/A |
| GB – General Business | N/A | 10% |
| Overall Site | N/A | 27% |

G. Road/Circulation System

- Private Roads within Site
- Entrances
 - Crooks Road Boulevard
 - Main Entry with deceleration lane / Exit
 - Long Lake Road Boulevard
 - Main Entry with deceleration lane / Exit
 - Retail / Restaurant entry with deceleration lane / Exit
 - Corporate Drive Boulevard
 - Main Entry with deceleration lane / Exit
 - Hotel entry with deceleration lane / Exit
- Circulation Pattern
 - Main routes are East to West from Crooks Road to Corporate Drive
 - Intersecting route from Long Lake Road
- Pedestrian walkways throughout the Site to provide walkability and easy access to amenities

H. Utilities – Refer to Appendix: Sheet C-3 Conceptual Utility Plan

- Gas – Connect to existing from Crooks Road
- Electric - Connect to existing from Long Lake Road
- Water / Fire
 - Connect to existing watermain from Corporate Drive
 - Connect to existing watermain from Crooks Road
- Sanitary Sewer – Connect to existing from Long Lake Road
- Communications – Connect to existing from Long Lake Road
- Storm
 - Connect to the existing structure at the corner of Crooks Road and Long Lake
 - Underground detention area in parking lot near Detention Pond
 - Detention Area will feature a natural pond with walking path and landscaping

I. Open Space/Common Areas:

The Site is currently vacant and not accessible to the public. The Concept Development Plan envisions that a portion of the Site will provide a park like setting and access to the pedestrian boulevards and retail/restaurants, which can be used at the leisure of residents and visitors. This interconnectivity to the Site features and outdoor amenities is a recognizable public benefit.

Open space is incorporated to the greatest extent possible while balancing building, parking and circulation needs within the boundaries of the Site. Open, vegetated areas are located to minimize large scale hardscape zones. Public access is focused primarily to the southern end of the Site, along the Long Lake corridor.

Continuous paved walking paths wrap the development area, connecting open spaces, as well as the incorporation of a potential natural pathways and seating areas.

Native, high quality, vegetation replaces the current low value tree stock and is intended to be incorporated throughout the development areas within open/common spaces, softening the more formal approach of the buildings and balancing human scale to surrounding built environment.

Refer to Appendix: Sheet C-2.0 and Sheet A-7 for Conceptual Site Plan, natural area, and site amenity diagramming.

J. Uses: Refer to Appendix: Sheet A-6, A-8, A-9, A-10, A-11

- Lodging / Residential
- Retail / Restaurant
- Office / Medical / Residential
- Parking – Surface / Deck

The proposed uses are to be a mixture of commercial, retail, residential, and office, (live / work / play) with both structured and surface parking. All uses are subject to Preliminary Development Plan Approval and described as follows:

Development Area 1: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the UR – Urban Residential District and all associated surface parking.

Development Area 2: Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM - Office Mixed Use District, the O - Office District, or the GB-General Business District, as referenced in the Zoning Ordinance, and a multi-story parking structure and surface parking features.

Development Area 3: Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking; Office uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the OM - Office Mixed Use District, the O - Office District, or the GB-General Business District, as referenced in the Zoning Ordinance; "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance; Conference, meeting, and banquet facility uses permitted as of right or requiring special approval, and their accessory uses consistent with such uses the GB - General Business District in the Zoning Ordinance; and, all associated surface parking.

Development Area 4: Lodging or extended stay facility uses permitted as of right or requiring special approval, and their accessory uses, consistent with such uses in the GB – General Business District identified in the Zoning Ordinance; and, Residential uses permitted as of right or requiring special approval, and their accessory uses, consistent such uses in the UR – Urban Residential District as referenced in the Zoning Ordinance and all associated surface parking.

Restaurant/Retail Areas: "Restaurant" and/ or "Retail Business or Retail Sales" uses as defined by the Zoning Ordinance, and their accessory uses, and all associated surface parking.

Amenity Area 1A: "Open Space" as defined by the Zoning Ordinance for use as an open field activity area.

Amenity Area 1B: "Open Space" as defined by the Zoning Ordinance for use as a dog park.

Amenity Area 2A: "Open Space" as defined by the Zoning Ordinance for use as a public art or sculpture garden.

Amenity Area 2B: "Open Space" as defined by the Zoning Ordinance for use as a fitness trail and pickle ball courts.

Amenity Area 3: "Open Space" as defined by the Zoning Ordinance for use as a bocce ball court and outdoor seating.

Natural Areas A and B: Restricted from development and shall remain in an "Undeveloped State" as defined in the Zoning Ordinance.

K. Development Guidelines:

| DISTRICT | MAX SQUARE FOOTAGE | MIN # FLOORS | MIN BUILDING HEIGHT | MAX # FLOORS | MAX BUILDING HEIGHT |
|-------------------------|---------------------|--------------|---------------------|--------------|---------------------|
| DEVELOPMENT AREA 1 | 350,000 sf | 3 | 40' | 7 | 90' |
| DEVELOPMENT AREA 2 | 500,000 sf | 4 | 60' | 10 | 150' |
| DEVELOPMENT AREA 3 | 350,000 sf | 4 | 60' | 10 | 150' |
| DEVELOPMENT AREA 4 | 105,000 sf | 3 | 40' | 7 | 90' |
| RETAIL/RESTAURANT AREAS | 18,000 per building | 1 | 17.5' | 2 | 35' |

See Sheet A-12 for massing

MINIMUM SETBACKS (measured from perimeter property lines or public rights of way)

| DISTRICT | FRONT SETBACK | SIDE SETBACK | REAR SETBACK |
|-------------------------|---------------|--------------|--------------|
| DEVELOPMENT AREA 1 | 10' | 20' | 30' |
| DEVELOPMENT AREA 2 | 10' | 20' | 30' |
| DEVELOPMENT AREA 3 | 10' | 20' | 30' |
| DEVELOPMENT AREA 4 | 10' | 20' | 30' |
| RETAIL/RESTAURANT AREAS | 10' | 20' | 30' |

L. Traffic Impact Study:

Refer to Appendix: Sheet TR-1 - Traffic Impact Study and Shared Parking Study.

Executive Summary

This report presents the results of a Traffic Impact Study (TIS) for the proposed master plan development located generally in the northeast quadrant of the Long Lake Road and Corporate Drive intersection adjacent to the west side of Crooks Road in Troy, Michigan.

This analysis is based on the conceptual development plan included with the application. This study includes an evaluation of the highest trip generation for the potential uses of the Site, thereby providing a conservative analysis. The land uses included herein were assumed for analysis purposes and do not necessarily reflect the actual proposed land uses on this Site.

The proposed conceptual plan evaluated in this study includes the development of the approximately 24-acre parcel with office, hotel, and retail/restaurant land uses. Parking for the Site was assumed to be provided through a combination of parking structures and surface parking. The Site access will be finalized at the site plan phase of the project, however for this analysis access was assumed via seven (7) site driveways; two (2) on SB Crooks Road, two (2) on Long Lake Road, and three (3) on Corporate Drive. Long Lake Road and Crooks Road are under the jurisdiction of the Road Commission for Oakland County (RCOC), whereas Corporate Drive is under the jurisdiction of the City of Troy.

The scope of this study was developed based on Fleis & VandenBrink's (F&V) knowledge of the study area, understanding of the development program, accepted traffic engineering practice and information published by the Institute of Transportation Engineers (ITE), and pursuant to the requirements of the City of Troy and the RCOC. Additionally, F&V solicited input regarding the scope of work from the City of Troy's engineering consultant (OHM Advisors).

Background Data

Due to the impacts of COVID-19 and the subsequent closures of businesses and schools, current traffic volume data is not representative of "typical" operations. In addition, the on-going construction on I-75 has significant impacts on the traffic volumes throughout the study network. Therefore, the traffic volume data necessary for this study were obtained from multiple sources:

- SCATS volume data was obtained from RCOC at the signalized study intersections within the network for use in this study. The SCATS data utilized for this study was obtained for September 13, 2018, prior to COVID-19 and the I-75 construction impacts.
- F&V subconsultant Traffic Data Collection, Inc. (TDC) performed weekday AM (7:00 AM to 9:00 AM) and PM (4:00 PM to 6:00 PM) peak hour turning movement counts on Wednesday, October 6, 2020 at the unsignalized intersections.

A 0.5% annual background growth rate was applied to the 2018 signalized traffic volumes to calculate the baseline 'existing' 2020 traffic volumes. COVID-19 adjustment factors were applied at the unsignalized intersections to calculate the baseline 'existing' 2020 traffic volumes. The traffic volumes were then balanced upwards through the study network. 'Dummy nodes' were added at locations to account for sink and source volumes between intersections.

Trip Generation

The number of weekday peak hour (AM and PM) and daily vehicle trips that would be generated by the proposed development was forecast based on data published by ITE in the *Trip Generation Manual, 10th Edition*. The site trip generation forecast is summarized in **Table 1**. The proposed trip generation included in this analysis was reviewed with the City Traffic Consultant (OHM) prior to use in the study. *Note: Internal trip capture and pass-by trip reductions were not included in this study to provide a conservative analysis.*

Table E1: Trip Generation Summary

| Land Use | ITE Code | Amount | Units | Average Daily Traffic (vpd) | AM Peak Hour (vph) | | | PM Peak Hour (vph) | | |
|-------------------------------------|----------|-----------|--------|-----------------------------|--------------------|-----|-------|--------------------|-------|-------|
| | | | | | In | Out | Total | In | Out | Total |
| High Turnover (Sit-down) Restaurant | 932 | 54,000 | SF | 6,058 | 295 | 242 | 537 | 327 | 201 | 528 |
| Hotel | 310 | 308 | Rooms | 3,050 | 88 | 61 | 149 | 105 | 100 | 205 |
| Medical-Dental Office Building | 720 | 1,000,000 | GFA SF | 38,332 | 1,353 | 381 | 1,734 | 950 | 2,442 | 3,392 |
| Total Trips | | | | 47,440 | 1,736 | 684 | 2,420 | 1,382 | 2,743 | 4,125 |

Site Trip Distribution

The site access for this analysis was assumed via seven (7) driveways: three (3) on Corporate Drive, two (2) on Long Lake Road, and two (2) on SB Crooks Road. The vehicular trips that would be generated by the proposed development were assigned to the study roads based on the proposed site access plan, the existing peak hour traffic patterns on the adjacent roadway network, and the methodologies published by ITE. The adjacent street traffic volumes were used to develop the trip distribution. In order to determine the projected site traffic distribution, it was assumed that the existing adjacent street traffic volumes in the AM are home-to-work based trips,

and in the PM are work-to-home based trips. Therefore, the trip distribution assumes trips are coming into the study network and entering the development for work in the AM peak hour, then leaving work and exiting the network towards home in the PM peak hour. The ITE trip distribution methodology assumes that new trips will return to their direction of origin. The site trip distribution used in the analysis is summarized in **Table E2**.

Table E2: Site Trip Distribution

| From/To | Via | AM | PM |
|--------------|----------------|-------------|-------------|
| North | Crooks Road | 28% | 30% |
| South | Crooks Road | 14% | 19% |
| East | Long Lake Road | 18% | 17% |
| East | I-75 Ramp | 28% | 18% |
| West | Long Lake Road | 12% | 16% |
| Total | | 100% | 100% |

Conclusions

The conclusions of this TIS are as follows:

Masterplan Development Assumptions

- This analysis is based on the Conceptual Development Plan included with the application. This study includes an evaluation of the highest trip generation associated with the potential uses for this Site. Therefore, the traffic analysis included herein provides a conservative analysis for this development. The land uses included herein were assumed for analysis purposes and do not necessarily reflect the actual proposed land uses on this Site.
 - The proposed conceptual plan evaluated in this study includes the development of the approximately 24-acre parcel with office, hotel, and retail/restaurant land uses.
 - Parking for the Site was assumed to be provided through a combination of parking structures and surface parking.
 - The site access will be finalized at the site plan phase of the project, however for this analysis access was assumed via seven (7) site driveways; two (2) on SB Crooks Road, two (2) on Long Lake Road, and three (3) on Corporate Drive.

Trip Generation Comparison

- A trip generation comparison analysis was performed to show the potential trip generation associated with development permitted under the existing Office (O) zoning. The results of the analysis indicate that the proposed development plan will generate more trips throughout the day and during both peak hours, as compared to a potential development currently permitted by right under the existing zoning.

Existing Conditions

- All approaches and movements at the study intersections currently operate acceptably, at LOS D or better during both peak periods, with the exception of the following:
 - The overall intersection of Crooks Road & Corporate Drive/I-75 Ramp is currently operating at LOS E during the AM peak period with multiple approaches and movements operating at LOS E and LOS F during both AM and PM peak periods.

- The southbound left-turn movement at the intersection of Corporate Drive & New King Drive is currently operating at LOS E during the AM peak period.
- The southbound approach at the intersection of EB Long Lake Road and Investment Drive is currently operating at LOS E during the AM peak hour and LOS F during the PM peak hour.
- The westbound right turn movement at the intersection of WB Long Lake Road & Corporate Drive is currently operating at LOS E during the AM peak hour.
- Review of SimTraffic network simulations indicates long vehicles queues at the signalized intersection of Crooks Road & Corporate Drive/I-75 Ramp during both peak periods. Microsimulations indicate acceptable operations at all other study intersections.

Background Conditions (*without the proposed development*)

- A conservative annual growth rate of 0.5% per year was applied to the 2020 traffic volumes in order to determine the background 2025 traffic volumes.
- The results of the background conditions analysis show that the study intersections will continue to operate in a similar manner to existing conditions, with some increases in the delay.

Future Conditions (*with the proposed development*)

- The results of the future conditions analysis show that, with the addition of the site-generated traffic, all study intersection approaches and movements will operate in a manner similar to existing and background conditions, with the exception of the following:
 - The intersection of Crooks Road & Corporate Drive/I-75 Ramp is expected to operate at LOS F during both AM and PM peak periods with significant increases in delay for the westbound approach during the AM peak hour and the eastbound approach during the PM peak hour.
 - The southbound left-turn on Crooks Road at Tower Drive exceeds the available storage length and impacts the upstream operation at the intersection of Crooks Road & Corporate Drive/I-75 Ramp.
 - The northbound left turn movement at NB to SB Crooks Road crossover north of Long Lake Road is expected to operate at LOS E during both AM and PM peak hours.
 - The southbound left turn movement at the SB to NB Crooks Road crossover north of Long Lake Road is expected to operate at LOS F during PM peak hour.
 - The southbound left turn movement at SB to NB Crooks Road crossover south of Long Lake Road is expected to operate at LOS F during the PM peak hour.
 - The eastbound right turn movement on the E. Site Drive at Crooks Road is expected to operate at LOS F during the PM peak hour.
 - The southbound right turn movement at WB Long Lake Road and S.E. Site Dr. is expected to operate at LOS F during the PM peak hour.
 - The westbound left turn movement at the N. Site Drive at the Corporate Drive is expected to operate at LOS E during the PM peak hour.

- The westbound left turn movement at the N.E. Site Drive & SB Crooks Road intersection is expected to operate at LOS F during the PM peak hour.
- The westbound left turn movement at the N.W. Site Drive & Corporate Drive intersection is expected to operate at LOS E and LOS F during the AM and PM peak hour, respectively.
- Review of SimTraffic network simulations indicates long vehicles queues at the signalized intersection of Crooks Road & Corporate Drive/I-75 Ramp during both peak periods. Additionally, long vehicle queues exceeding the available storage length were observed at the Tower Drive Crossover, the SB-to-NB Crossover located north and south of Long Lake Road. Microsimulations indicate acceptable operations at all other study intersections.

Access Management

- The results of the analysis indicate that right-turn deceleration tapers are recommended at the site driveways on Corporate Drive and full-width right-turn lanes are recommended at the proposed site driveway locations on Crooks Road and Long Lake Road.
- There are no site access driveways proposed at this time with this PUD. Therefore, the site access driveways will be further reviewed for access management and auxiliary lanes during the development of site plan(s) for this PUD.

Parking Study

- The proposed PUD includes the addition both surface parking spaces and one or more parking structures.
- A minimum of 4,580 parking spaces is recommended for this Site.

Project Phasing

- There is no identifiable phasing plan at this juncture of the proposed development. The overall development is assumed to be phased over time, based on tenant opportunities and economic viability. As various areas are developed, a phasing plan will be formulated in a manner where all parking and building requirements are met throughout each phase.

Recommendations

The recommendations of this TIS are as follows:

| Recommended Intersection Improvement (Future 2025) | |
|---|--|
| # 10 Crooks Road & Corporate Drive / I-75 Ramp | |
| <i>Eliminate the EB and WB left-turn movements and the split phasing</i> | |
| <ul style="list-style-type: none"> • Operate as median U-turn on east and west approaches. • Construct new SB to NB crossover south of Corporate Drive. • Construct additional westbound right-turn lane • Extend the southbound left-turn storage length (~200 feet) | |
| # 30 NB Crooks Road & Tower Drive | |
| <i>Eliminate direct left turns and operate intersection with indirect left-turns.</i> | |
| <ul style="list-style-type: none"> • Close existing crossover at intersection • Construct new NB to SB crossover north of Tower Drive | |
| # 40 NB to SB Crooks Road X/O north of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide signalization | |
| # 50 SB to NB Crooks Road X/O north of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide dual lane crossover | |
| # 130 WB to EB Long Lake Road X/O west of Investment Drive | |
| <ul style="list-style-type: none"> • Provide signalization | |
| #140 SB to NB Crooks Road X/O south of Long Lake Road | |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization | |
| # 160 SB Crooks Road & E. Site Drive | |
| <ul style="list-style-type: none"> • Provide dual right-turn egress • Provide a right-turn deceleration lane on Crooks Road | |
| # 170 Corporate Drive & N. Site Drive | |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach • Provide a right-turn deceleration lane on Corporate Drive | |
| # 180 Corporate Drive & W. Site Drive | |
| <ul style="list-style-type: none"> • Provide a right-turn deceleration lane on Corporate Drive | |
| # 190 WB Long Lake Road & SW. Site Drive | |
| <ul style="list-style-type: none"> • Provide a right-turn deceleration lane on Long Lake Road | |
| # 200 WB Long Lake Road & SE. Site Drive | |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach • Provide a right-turn deceleration lane on Corporate Drive | |
| # 210 NB to SB Crooks Road XO north of Corporate Drive | |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization | |

| |
|---|
| # 220 SB to NB Crooks Road XO south of Tower Drive (NEW) |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization |
| # 230 NB to SB Crooks Road X/O north of Tower Drive |
| <ul style="list-style-type: none"> • Relocate crossover further south to accommodate a NB to SB X/O south of Corporate Drive |
| # 240 SB to NB Crooks Road X/O south of Tower Drive |
| <ul style="list-style-type: none"> • Provide dual lane crossover • Provide signalization |
| # 250 SB Crooks Road & NE. Site Drive |
| <ul style="list-style-type: none"> • Provide dual right-turn egress • Provide a right-turn deceleration lane on Crooks Road |
| # 260 Corporate Drive & NW. Site Drive |
| <ul style="list-style-type: none"> • Provide a two-lane egress approach |

M. Landscaping: Refer to Appendix: Sheets: L-1, T-1, T-2 and T-3

- Landscaping will be designed per Article 13 of the City of Troy Zoning Ordinance.
- Tree Survey Originally completed May 15, 2019
 - 1179 trees 6" DBH or greater were identified and tagged (18 on adjacent property)
 - One (1) tree on the property is in Good condition (Silver Maple)
 - Remaining trees are noted as Fair, Poor or Very Poor

N. Natural Resources/Features:

The Site topography is gently sloping from the west to the east (elevation 800 to 774). Most of the Site drains to the southeast property corner and outlets into an existing culvert. Several areas of the property were shown to be disturbed with mounding, digging and evidence of earthwork/contour changes. No buildings or roads exist on the Site.

Wetlands – Refer to Appendix: Sheet A-2, C-1

Based upon the wetland delineation in March 2019, four (4) wetlands were found on the property. Two (2) wetlands were determined to be regulated by the Michigan Department of Environment, Energy & Great Lakes (EGLE). Wetland A and Wetland D is regulated by the City of Troy and EGLE and will need use permits for any impacts. Wetland A is dominantly scrub shrub with a dominance of common buckthorn (*Rhamnus cathartica*), riverbank grape (*Vitis riparia*) and silver maple (*Acer saccharinum*). Wetland D is primarily a scrub shrub wetland with a dominance of glossy buckthorn. The parcel did get processed through the State of Michigan's Wetland Assessment in June 2019. As determined by EGLE, a small stream was identified within the southern edge of Wetland A and drains directly into the existing storm end section. The on-site water travels within the storm pipe along Long Lake and discharges into the Sturgis Drain. It was this relationship to Sturgis Drain that EGLE determined the on-site water feature a stream and thus regulating Wetland A and D. Refer to Wetland Map below and review the included wetland report. Therefore, the City of Troy* and EGLE will require a use permit for Wetland A.

Refer to Wetlands Summary Report dated April 2, 2019 and Wetlands Identification Report from EGLE dated July 29, 2019

Woodlands – Refer to Appendix: Sheet A-4, T-1, T-2, T-3

Approximately, eighty-three percent (83%) of the 24-acre parcel is wooded. The woodland is split between upland and wetland. The table below provides a break-down of tree species counts and overall tree health condition. Based upon the 2019 tree survey, one thousand one hundred-eighty (1,180) trees were tagged based upon the City's tree ordinance of 6-inch diameter at breast height. Twenty-five (25) different tree species were identified on the parcel with 98.9% being deciduous and 1.1% being evergreen. A majority of the tagged trees showed signs of stress which lead to a poor to very poor overall health (82.8% trees were considered poor to very poor). Factors that contribute to a poor to very poor health condition include trunk rot, trunk alignment, pests/ disease, excessive vine coverings, lack of crown, major limb damage and limited twig growth. The higher quality trees which consists primarily of hardwoods are shown in the chart with bold text. They represent only approximately 20% of the woodland. Most of these trees were located within an old utility corridor in the western portion of the property. In addition, scrub shrub habitat was dominant on the parcel consisting mostly of common buckthorn (*Rhamnus cathartica*). Based upon the statistical data, the woodland represents a low-quality woodlot with a dominance of prohibited trees species as listed by the City (box elder, cottonwood, white and green ash, black locust, silver maple, white poplar, etc.). Tree replacements should focus on high-quality hardwood native and/or cultivars of native trees for re-establishment.

Table 1.0 – 2019 Tree Survey Health & Diversity Chart

| Tree Type | Total Count | Poor/VP | Percentage of Total |
|-------------------------|-------------|---------|---------------------|
| American Beech | 1 | 0 | 0.08% |
| American Elm | 130 | 105 | 11.02% |
| Austrian Pine | 5 | 5 | 0.42% |
| Basswood | 60 | 38 | 5.08% |
| Black Locust | 425 | 416 | 36.02% |
| Black Walnut | 126 | 75 | 10.68% |
| Black Willow | 1 | 1 | 0.08% |
| Blue Spruce | 6 | 0 | 0.51% |
| Box elder | 127 | 121 | 10.76% |
| Cottonwood | 30 | 20 | 2.54% |
| Domestic Apple | 8 | 8 | 0.68% |
| Green Ash | 78 | 72 | 6.61% |
| Norway Maple | 12 | 1 | 1.02% |
| Paper Birch | 1 | 1 | 0.08% |
| Pear | 1 | 1 | 0.08% |
| Red Maple | 2 | 0 | 0.17% |
| Scotch Pine | 2 | 2 | 0.17% |
| Shagbark Hickory | 1 | 1 | 0.08% |
| Silver Maple | 96 | 50 | 8.14% |
| Sugar Maple | 8 | 2 | 0.68% |
| Thornapple/Hawthorne | 25 | 25 | 2.12% |
| White Ash | 1 | 1 | 0.08% |
| White Poplar | 1 | 1 | 0.08% |

| | | | |
|--------------------------|-------------|---------------------|----------------|
| Wild Black Cherry | 23 | 22 | 1.95% |
| Yellow Birch | 10 | 9 | 0.85% |
| TOTALS | 1180 | 977 (82.80%) | 100.00% |

High Quality Tree Species 239 139 (58.16%) 20.25%

Deciduous Trees 1.10%
Evergreen Trees 98.90%

O. Parking Counts:

Refer to Appendix: Sheet TR-1 - Traffic Impact Study and Shared Parking Study, Section 10

P. Project Phasing:

There is no identifiable phasing plan at this juncture of the proposed development. The overall development is assumed to be phased over time, based on end-user opportunities and economic viability. As various areas are developed, a phasing plan will be formulated in a manner where all parking and building requirements are met throughout each phase.

Q. Public Services/Facilities:

Anticipated demand will be dependent upon the type of development and their uses. City of Troy has sufficient infrastructure to sufficiently support a development of this size and variety.

Much of the stormwater generated from the development will be collected and conveyed via an enclosed storm sewer network to an underground stormwater detention system. The underground detention system provides management of the stormwater rate and quality prior to its discharge into the Sturgis Drain.

R. Historical Resources and Structures:

Based upon available online resources and field observations, no known historic architecture, buildings, foundations and/or archeological features exist on the subject property. Historic aerial imagery suggests that the property was used primarily as agricultural property since 1940 to 1980.

From 1980, the site use changed to fallow field and developed into the wetlands and woodlands you see today. In 1963 – 1964, Interstate 75 was constructed, and Crooks Road entrance/ exit ramp was established. The introduction of the highway system energized the immediate surrounding area to develop into commercial and office/ mixed-use zoning.

Around 1999, the northern portion of the property was disturbed due to construction activity for the development of the office and mixed-use buildings and parking areas. In addition, the National Parks Services has only two sites listed on the historic register. The two listings are as follows:

- Brooks Farm: 3521 Big Beaver Road
- Caswell House: 60 West Wattles Road

Both historic sites are over 2.0 miles from the subject property. The proposed development will not adversely affect the listed historic parcels. The following figures show the progression of the subject parcel from 1940 through 1999. In summary, the parcel was heavily farmed for at least forty years with the last forty years being left to naturalized based upon its surroundings. Through

that time period, one house and accessory buildings have been shown to exist for approximately ten years.

Figure 4: 1940 B&W Aerial, Source: Oakland County Property Gateway. Property is utilized as agricultural.



Figure 5: 1963 B&W Aerial, Source: Oakland County Property Gateway. Introduction of Interstate 75, house located in the southeast corner of property; overall property is utilized as agricultural.



Figure 6: 1963 – Detail of house located at the southeast corner. House appears to be removed by 1974.



Figure 7: 1974 B&W Aerial, Source: Oakland County Property Gateway. Parcel continues as agricultural use



Figure 8: 1980 B&W Aerial, Source: Oakland County Property Gateway. It appears the parcel is not being farmed.



Figure 9: 1990 B&W Aerial, Source: Oakland County Property Gateway. Significant development surrounding the subject property with office and mix-use. From 1980 to 1990, Corporate Drive is constructed and Long Lake and Crooks Road becomes wider as a boulevard to address future traffic and growth.



Figure 10: 1999 B&W Aerial, Source - Google Earth. Parcel has developed wetlands and woodland area since approximately 1980 due to inactivity on the property (i.e. no farming, maintenance, etc.) Northern portion of the Site receives impacts from the construction activity to the north.



In summary, the Long Lake and Crooks Road 24-acre shares a similar history as most surrounding properties in Troy, Michigan. Once historically farmed, the Site was abandoned from farming and set aside for the future growth and development of the Detroit Metropolitan Area. As shown, this is one of the last large-scale pieces of property within the office and mixed-use zoning in the City of Troy. The resources on the Site are of poor quality due to the lack of land management or planning. As the surrounding properties were developed, this parcel received secondary impacts and disturbance which promotes pioneer plant and tree species to dominant.

S. Site Topography: Refer to Appendix: Sheet C-1

The Site topography is gently sloping from the west to the east (elevation 800 to 774). Most of the Site drains to the southeast property corner and outlets into an existing culvert. Several areas of the property were shown to be disturbed with mounding, digging and evidence of earthwork/contour changes. No buildings or roads were observed on the subject property.

T. Signage: Refer to Appendix: Sheet C-2

Final signage, based on individual area developments, will adhere to all city requirements / regulations as identified in City ordinances. In general, the following signage opportunities are assumed:

- Monument Signs – Four (4) monument signs will be provided
 - Main Entrances on Crooks Road, Long Lake Road and Corporate Drive with tenant signage
 - Corner of Long Lake and Crooks with development signage
- Building Signs – Signage will be provided for each of the structures within the property

- Directional Signs – Signage will be provided within the property related to parking, fire lanes, one-way traffic, etc.

U. Amenities:

Refer to Appendix: A-7 for locations and opportunities.

- Outdoor plazas to encourage interaction and engagement outside of the workplace.
- Outdoor dining areas opportunities within Retail / Entertainment locations as well as along 'pedestrian boulevard' where daily retail pop-ups can be incorporated.
- Pedestrian circulation paths and activity areas throughout the property for walkability, relaxation and encouragement of a healthy environment.
- Walking paths and activity areas for public and internal use.
- Public artwork

V. Existing Zoning Classification:

O - Office Building District Zoning

Development to support office uses and limited related retail and service uses which support an office environment.

Not supportive of prominent retail or other commercial components

Maximum height – 3 stories/ 36'

Density restrictions

Restaurants – not permitted

Hotel/Lodging – not permitted

Parking Decks – special approval only

W. Specification of Deviations:

The proposed re-zoning will shift from the current Site zoning of 'O' to the desired 'PUD', including variances of development use, maximum height and GSF.

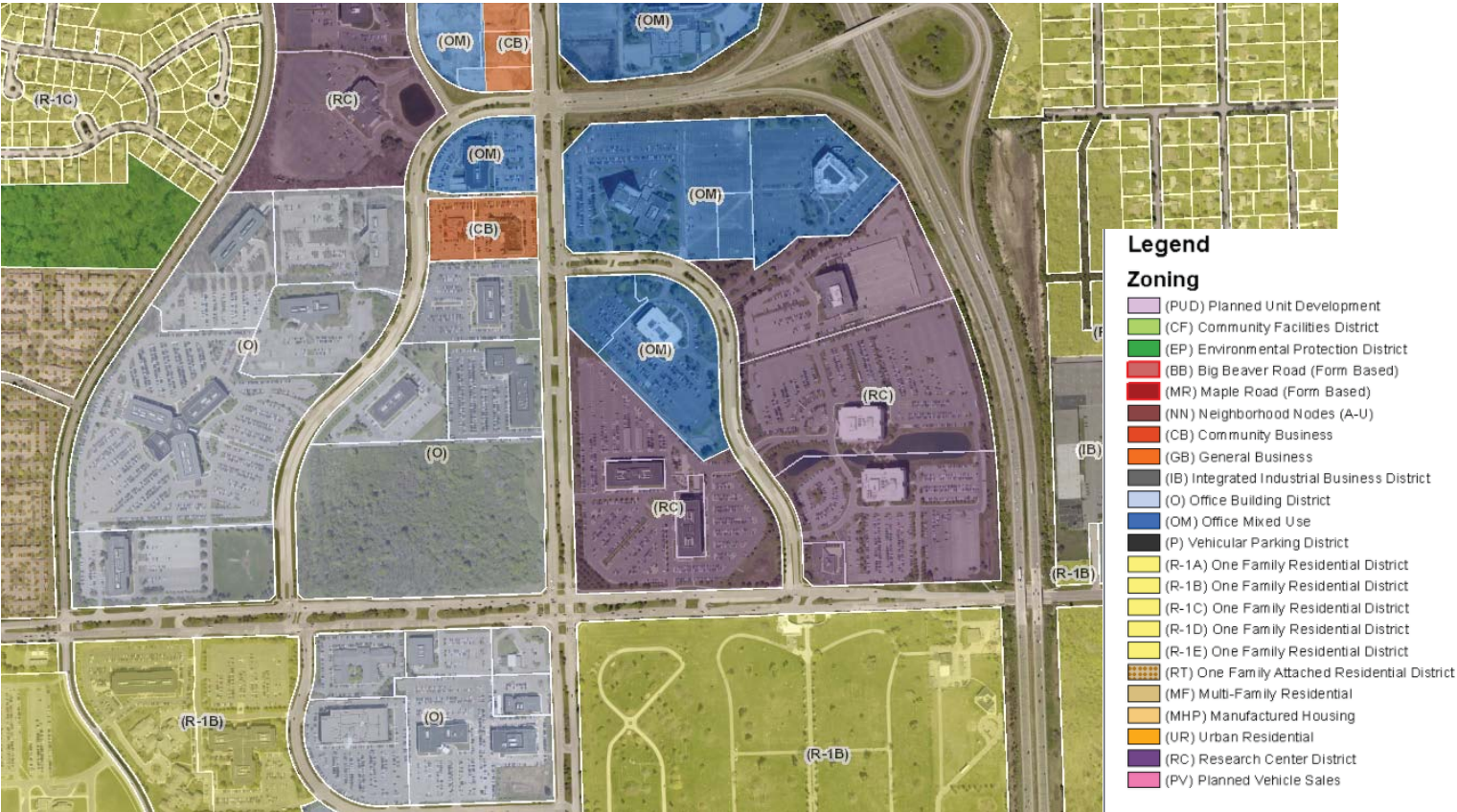
X. Community Impact Statement:

As part of the North Troy Master Plan, the integration of mixed-use developments will help encourage the public to remain in the area outside of the typical 9 to 5 office hours, which in turn will grow and strengthen the local economy and develop a larger presence for the Northfield district. Given the location of the Site, this development is intended to act as a gateway into the district, spearheading North Troy's positioning within the larger city context. It is hoped that the development of this vacant site will encourage further strategic redevelopment of properties within the surrounding area as the next generation of growth.

The development will be pedestrian-friendly and readily accessible, encouraging users to move from building to building in a campus / park-like setting. By enhancing site walkability and creating desirable public and private destinations, this gateway corner will be rejuvenated with new life and vibrancy that the district has currently been void of.

APPENDIX

ZONING MAP

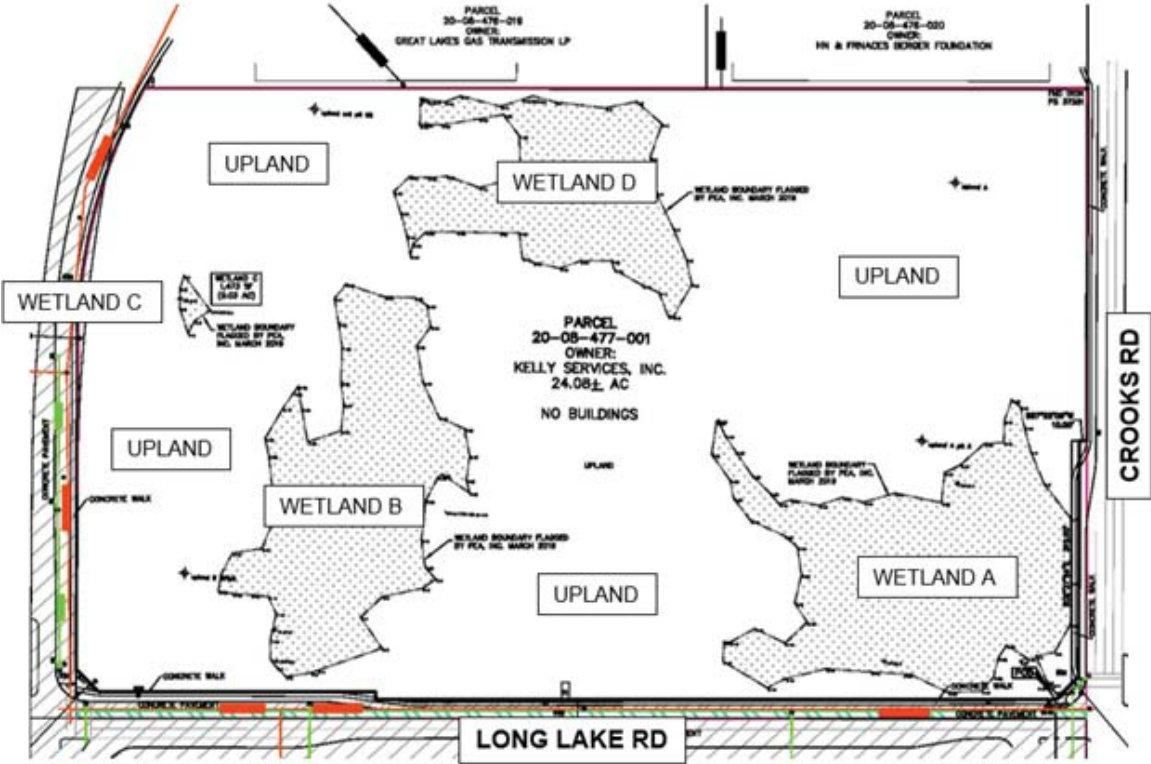


WETLANDS



FIGURE 1: SOURCE - OAKLAND COUNTY PROPERTY GATEWAY

WETLAND MAP



*City of Troy wetlands ordinance only regulates those wetlands regulated by the State of Michigan.

WOODLANDS



FIGURE 3: SOURCE - GOOGLE EARTH

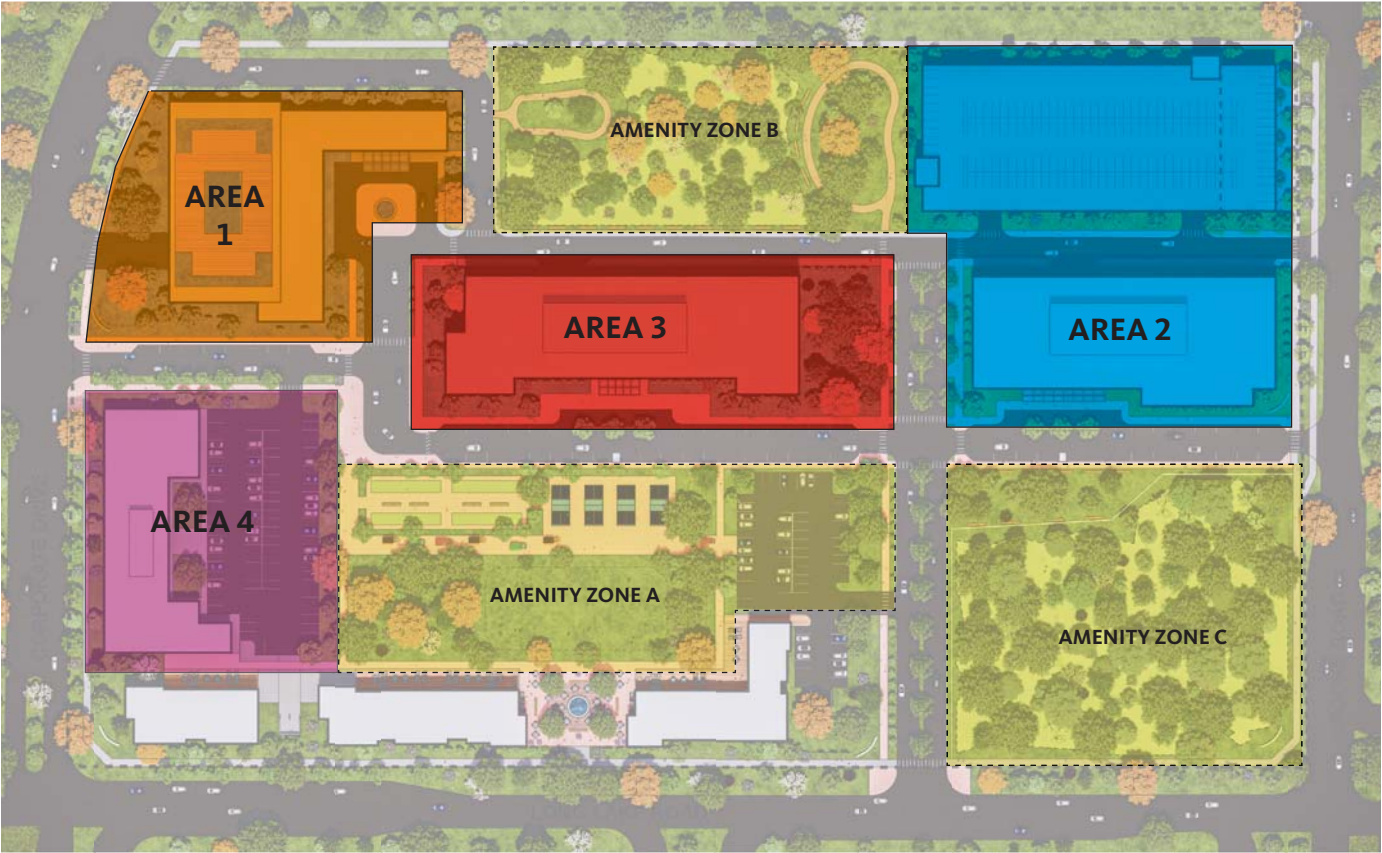
CONCEPT DEVELOPMENT PLAN - OVERALL



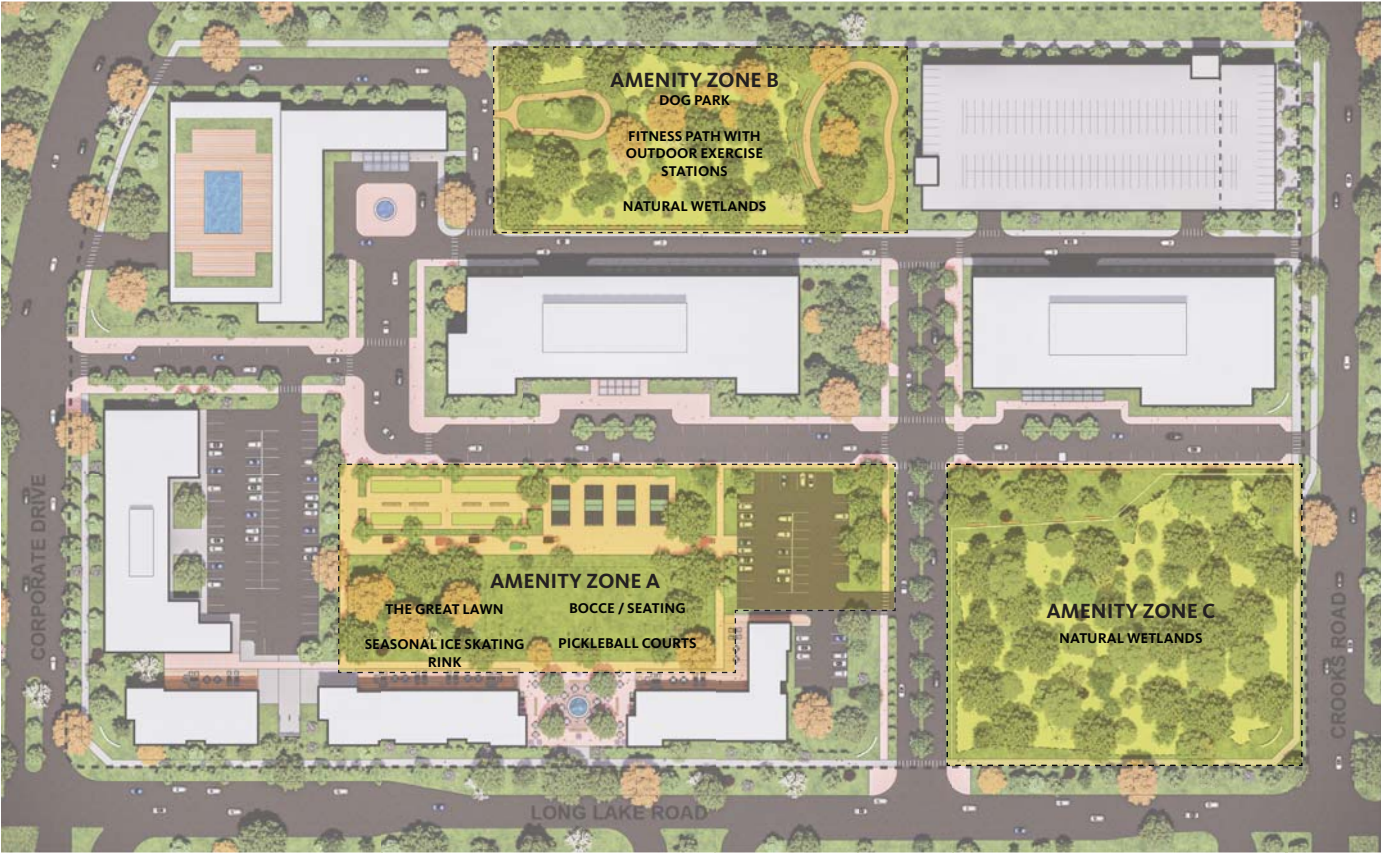
Illustration is a representation of a potential future maximum buildout based on buildout of each Development Area.



CONCEPT DEVELOPMENT PLAN - DEVELOPMENT AREAS



DEVELOPMENT PLAN - AMENITY ZONES



DEVELOPMENT AREA 1 - RESIDENTIAL

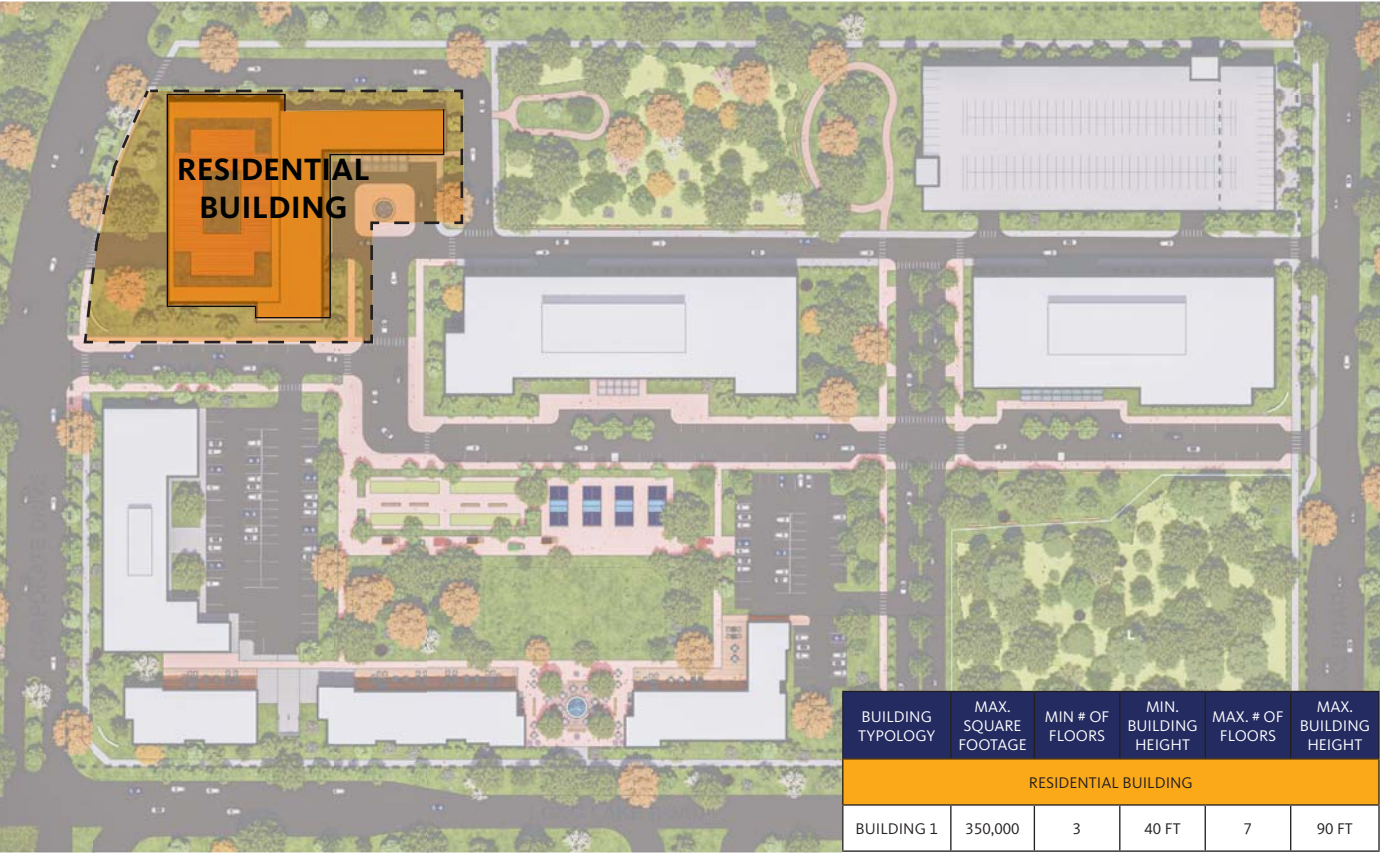


Illustration is a representation of a potential area buildout.



DEVELOPMENT AREA 2 - OFFICE / PROFESSIONAL

| BUILDING TYPOLOGY | MAX. SQUARE FOOTAGE | MIN # OF FLOORS | MIN. BUILDING HEIGHT | MAX. # OF FLOORS | MAX. BUILDING HEIGHT |
|--------------------------------|---------------------------|--------------------|----------------------------|---------------------|----------------------------|
| OFFICE / PROFESSIONAL BUILDING | | | | | |
| BUILDING 1 | 500,000 | 4 | 60 FT | 10 | 150 FT |

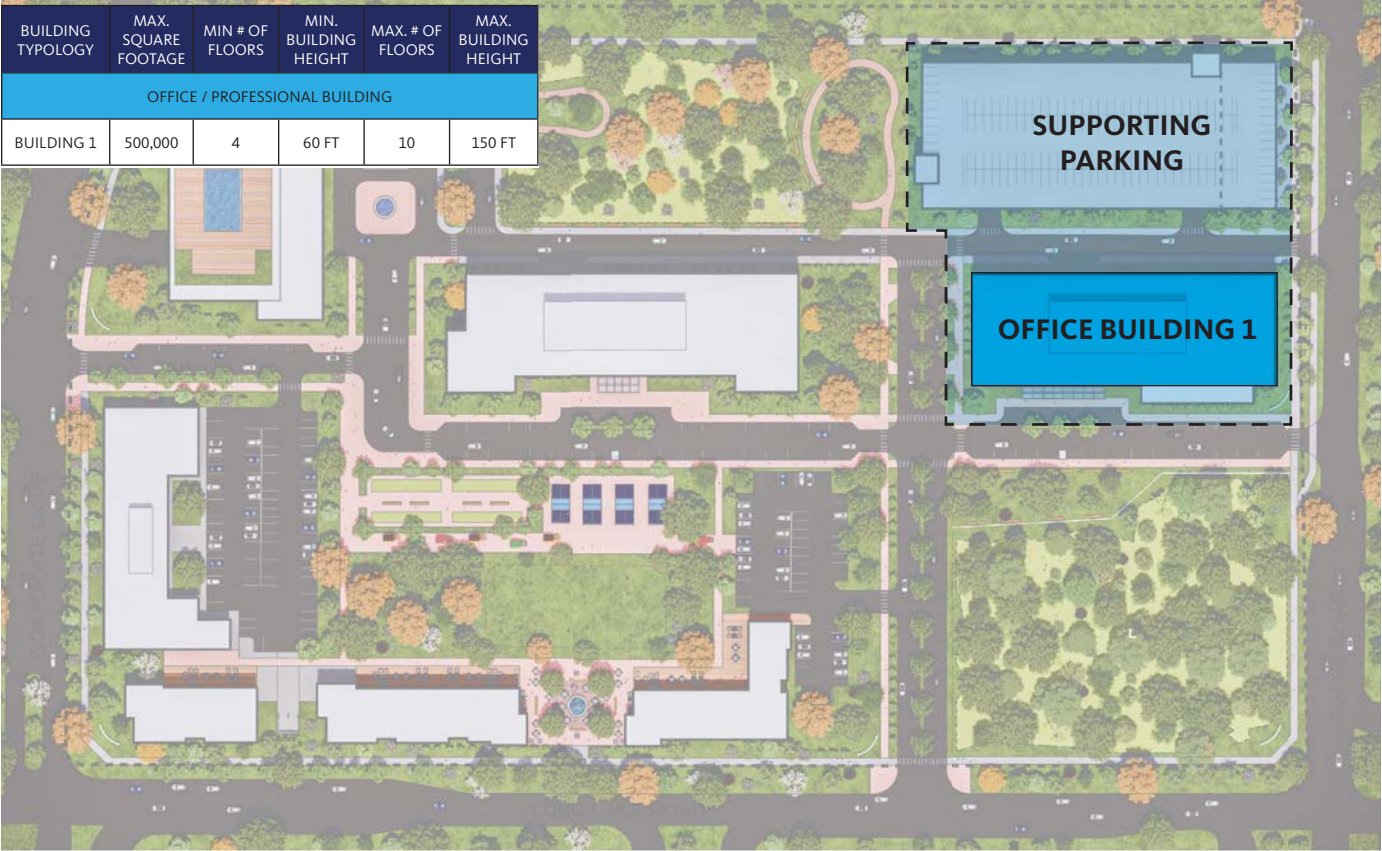


Illustration is a representation of a potential area buildout.



DEVELOPMENT AREA 3 - OFFICE / PROFESSIONAL / RESIDENTIAL



Illustration is a representation of a potential area buildout.



DEVELOPMENT AREA 4 - HOTEL / RESIDENTIAL

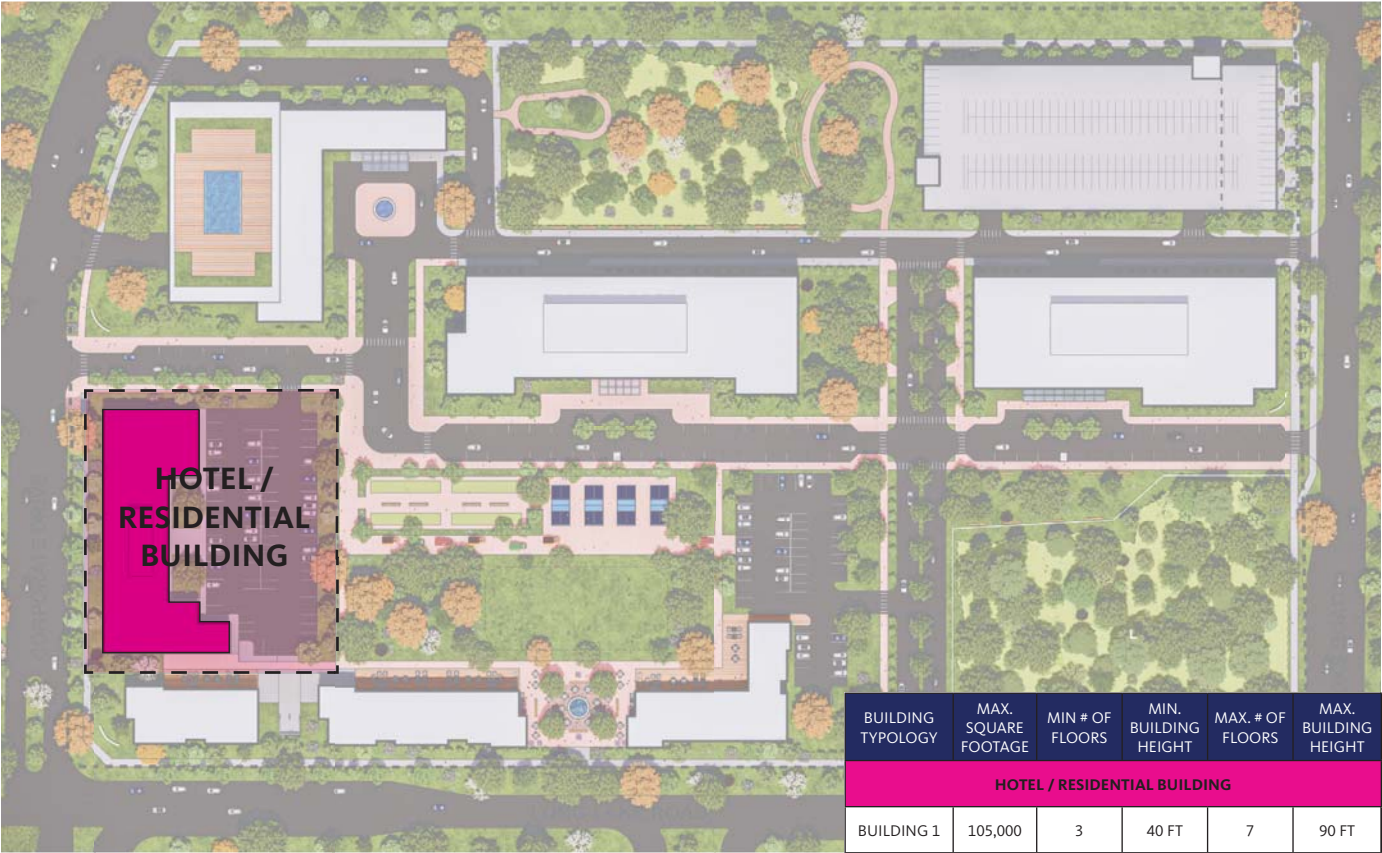


Illustration is a representation of a potential area buildout.



RETAIL / RESTAURANT



CONCEPT DEVELOPMENT PLAN - MASSING



| BUILDING TYPOLOGY | MAX. SQUARE FOOTAGE | MIN. # OF FLOORS | MIN. BUILDING HEIGHT | MAX. # OF FLOORS | MAX. BUILDING HEIGHT |
|-------------------------------------|---------------------------|---------------------|----------------------------|---------------------|----------------------------|
| DEVELOPMENT AREA 1 | | | | | |
| RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 3 | 40 FT | 7 | 90 FT |
| RETAIL / RESTAURANT | | | | | |
| BUILDING 1 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 2 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| BUILDING 3 | 18,000 | 1 | 17.5 FT | 2 | 35 FT |
| DEVELOPMENT AREA 2 | | | | | |
| OFFICE / PROFESSIONAL | | | | | |
| BUILDING 1 | 500,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 3 | | | | | |
| OFFICE / PROFESSIONAL / RESIDENTIAL | | | | | |
| BUILDING 1 | 350,000 | 4 | 60 FT | 10 | 150 FT |
| DEVELOPMENT AREA 4 | | | | | |
| HOTEL / RESIDENTIAL | | | | | |
| BUILDING 1 | 105,000 | 3 | 40 FT | 7 | 90 FT |

Illustration is a representation of a potential future maximum buildout based on buildout of each Development Area.









Exhibit C

Planning Commission Meeting Minutes

January 24, 2023

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 9, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

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

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2022-08-043

Moved by: Krent
Support by: Rahman

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – July 26, 2022

Resolution # PC-2022-08-044

Moved by: Buechner
Support by: Faison

RESOLVED, To approve the minutes of the July 26, 2022 Regular meeting as submitted.

Yes: Buechner, Faison, Hutson, Krent, Lambert, Malalahalli, Rahman, Tagle
Abstain: Perakis

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PLANNED UNIT DEVELOPMENT

5. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018) – Proposed Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) Zoning District

Mr. Carlisle said the Planned Unit Development (PUD) application before the Board this evening is a formal submittal. He said the Planning Commission discussed two draft concept plans presented by the applicant at their January 12, 2021 and February 8, 2022 meetings.

Mr. Carlisle explained the three-step PUD application process and addressed the intent of a PUD application. He addressed highlights of the concept plan, proposed mix of uses, the changes since last reviewed, the four separate development areas proposed and associated amenities within those areas. Mr. Carlisle reviewed the applicant's proposed development parameters, relating to maximum square footage, minimum and maximum number of floors, minimum and maximum building height, and dimensional setbacks.

Mr. Carlisle said the applicant seeks flexibility to build any development area in any sequence, with one restriction that development area 4 (hotel/residential) and retail/restaurant pads can be built as part of any phase except they cannot be the first development built on site. He said the applicant seeks flexibility of all permitted and special uses in Office Mixed (OM), Office (O), or General Business (GB) zoning districts.

In summary, Mr. Carlisle asked the Board to consider public comments at the Public Hearing, and as part of their deliberation, to consider 1) the proposed development guidelines relating to building height and setbacks; 2) the proposed permitted and special uses; 3) if the PUD Standards in Section 11.03 of the Zoning Ordinance are met; and 4) if the proposed benefits are commensurate with the requested relief/development flexibility.

Mr. Savidant clarified a modification/correction to the development guidelines proposed by the applicant. Development area 1 (hotel/residential) should read 350,000 square feet, not 105,000 square feet.

Discussion among administration and Planning Commission:

- Flexibility in terms of what gets built, timing and location as proposed by applicant.
- Significance in determining appropriate uses and building heights.
- Gateway to North Troy and wayfinding signage.
- PUD Development Agreement.
 - Ms. Dufrane stated agreement is essentially standard agreement language except for unique aspects relating to development phases and development areas.
- Urban Residential (UR) zoning district; high density residential district in line with Master Plan.
- Preservation of State-regulated wetlands.
- Tree survey and mitigation; determined at each development phase, must meet site plan requirements.
- Green space/open space must be generally consistent with approved concept plan; what, where, size, whether for public use determined at each development phase and must meet site plan requirements.
- Housing types must be generally consistent with approved concept plan and must meet site plan requirements.

Anthony Antone of Kojoian introduced the project team present in the audience; Project Architect Chris Beck of Gensler, Attorney Tyler Tennent of Dawda Mann PLC, Environmental Engineer Leslie Accardo of PEA, and CEO of Hunter Pasteur Homes Randy Wertheimer.

Mr. Antone stated the residential component (development area 1) would be the first phase of development. He said the proposed uses for the overall project are residential, office and retail and are defined in the PUD Development Agreement. Mr. Antone said the development configuration is based on the market and potential clients. He noted configuration might change during the development process. Mr. Antone said the State-regulated wetlands (1.9 acres) will remain as is. He addressed proposed development areas, phases and amenities. He indicated adjacent businesses were notified of the proposed project.

Mr. Rahman asked if the center building could be moved to the street and the parking structure moved to an internal location. At the request of Mr. Rahman, an image was displayed on the wall monitor depicting a large green courtyard surrounded by building(s).

Mr. Antone stated moving the center building to the street would not be sensible from an architectural or marketing standpoint.

Mr. Wertheimer said placing residential the furthest point from a heavily trafficked and noisy street is essential for success. He noted the sequence of development phases would be residential, amenities, office, restaurant and hotel. Mr. Wertheimer said development area 3 would be flexible on what the market determines.

Ms. Perakis expressed dissatisfaction in what she views as no changes in the concept plan since last presented to the Board even though the Board offered specific suggestions. She said there is nothing unique about the proposed *Gateway to North Troy* development. Ms. Perakis recommended suggestions for the creation of a destination for residents to live, work and play: 1) phase 1 should be a pedestrian boulevard along with paths and natural features; 2) the parking structure with retail on the first floor should be the anchor building in the center of the PUD; 3) the pedestrian boulevard should run parallel to Long Lake with retail along Long Lake that fronts the pedestrian boulevard; 4) access to the pedestrian boulevard should be off Crooks and Corporate Drive. At the request of Ms. Perakis, images were displayed on the wall monitor that depicted existing parking structures located in Ann Arbor, East Lansing and Detroit. Ms. Perakis referenced page 192 of the Master Plan, “Strategy: Create a community gathering space” and addressed the application’s relationship to the PUD Standards.

Mr. Wertheimer stated details of the concept plan would come forth with each phase and at site plan submittal. He said the team’s focus is on the first step of approval of a concept plan and they look forward to providing specific details with individual site plan submittals. Mr. Wertheimer said the project team is asking for a consensus on the uses, building sizes and building heights at this time. He stated that 25% of the site is open green space. Mr. Wertheimer apologized if he is misinterpreting the PUD process and addressed the importance of landscape and architectural designs that would be presented at site plan review and approval.

Ms. Malalahalli said the concept plan appears industrial, like four rectangular Lego blocks with too much parking. She encouraged a concept plan that would wow the Board, to incorporate a promenade or plaza area, a connected pathway and a community stage to engage a public destination.

Mr. Tagle said it appears the development team has not *sold* the Planning Commission on its concept plan and encouraged the team to share a presentation inclusive of ideas, graphics and words that would get the Board excited about the project. He asked the applicant to address the product the team envisions for development area 1.

Mr. Wertheimer said the product would be a five to seven story luxury residential building similar to what one sees in Birmingham, West Bloomfield and Corktown. He identified some amenities as a rooftop pool, an expansive workout facility, a work-from-home office setting, state-of-the-art technology and concierge services.

Mr. Krent referenced a proposed development project at the former K-Mart Headquarters that *wowed* the Planning Commission with its pavilion style development.

Chair Lambert suggested a connected hub for public transportation.

Mr. Antone addressed the change in the configuration of office buildings since the pandemic. He said offices are becoming highly amenitized to bring employees back to what was the standard office building. Mr. Antone noted proposed parking is less than two acres of the overall project.

PUBLIC HEARING OPENED

- Laury Shah, 1448 Brentwood Drive, Troy; addressed personal visions of developing property; native grasses, lush vegetation, botanical garden, minimum height of buildings, noise buffer.
- Wei Cao, 6816 Vernmoor, Troy; shared concurrence with Planning Commission comments on the parking structure and amenities, encouraged a gathering destination and pedestrian boulevard.

PUBLIC HEARING CLOSED

Chair Lambert announced the Planning Department received 10 to 15 email messages, copies of which were placed in front of Board members prior to tonight's meeting. Chair Lambert shared the messages expressed concerns with the destruction of green space and building heights.

Mr. Hutson said he would like to see the PUD Development Agreement be modified to include: 1) reduce the three buildings to a maximum height of eight (8) stories; 2) that no development phase should commence until the first development phase is complete; and 3) that the permitted and special uses are specifically identified. Mr. Hutson said he agrees with comments expressed by Ms. Perakis.

Ms. Dufrane stated the Planning Commission as a recommending body to City Council is responsible to forward either an affirmative or negative recommendation to City Council. In response to the Board's query if it is appropriate to postpone the item, she responded it would be reasonable to postpone the application one time should the Board desire.

Resolution # PC-2022-08-045

Moved by: Lambert
Support by: Buechner

RESOLVED, To postpone action on the PUD application to give the applicant an opportunity to consider input from the Commissioners on the overall concept plan and to give the Board a feel for what the entire project will look like.

Discussion on the motion on the floor.

Ms. Perakis addressed specific language she would like to incorporate in the Resolution as relates to parking structure location, pedestrian pathway, promenade/boulevard, relationship to Master Plan vision, uniqueness and creation of a destination point.

Mr. Antone and Mr. Wertheimer asked the Board to realistically consider the traffic impact and accessibility to the site as relates to the placement of the buildings.

Mr. Faison suggested design specifics should not be attached to the Resolution.

Mr. Hutson suggested to postpone the item with no specificity attached to the Resolution.

Ms. Dufrane said the attorney's office would collaborate with the applicant's attorney to tighten up the language on permitted and special uses.

Vote on the motion on the floor.

Yes: All present (9)

MOTION CARRIED

Ms. Perakis addressed existing traffic problems in the area and cautioned the applicant to not come back with an excuse that the traffic impact would prevent a pedestrian boulevard.

OTHER ITEMS

6. PUBLIC COMMENT – For Items on the Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

Mr. Carlisle addressed the Master Plan Update with respect to the release of census data in May 2023. He said during City staff discussion, it's been determined that the policy changes and amendments to the updated Master Plan would not be fundamentally impacted by updated census data, and it is recommended to continue with the process of finalizing the draft Master Plan and start the adoption process. Mr. Carlisle said the 2023 census data when released would be added as an addendum to the updated Master Plan.

After a brief discussion, Board members agreed to go forward with the Master Plan Update.

8. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:55 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Lambert", written in a cursive style.

David Lambert, Chair

A handwritten signature in blue ink, appearing to read "Kathy L. Czarnecki", written in a cursive style.

Kathy L. Czarnecki, Recording Secretary

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Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on September 27, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

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

Also Present:

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

2. APPROVAL OF AGENDA

Ms. Perakis asked to add Planning Commission Comment as Agenda item #7.

Resolution # PC-2022-09-052

Moved by: Perakis

Support by: Krent

RESOLVED, To approve the Agenda as revised.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – September 13, 2022

There was a brief discussion on the Village of Troy PUD application as relates to:

- The wording of Resolution # PC-2022-09-051 to postpone item.
- Scheduling of Public Hearing.

Resolution # PC-2022-09-053

Moved by: Buechner

Support by: Rahman

RESOLVED, To approve the minutes of the September 13, 2022 Regular meeting as submitted.

Yes: Buechner, Hutson, Krent, Lambert, Malalahalli, Perakis, Rahman, Tagle

Abstain: Faison

MOTION CARRIED4. **PUBLIC COMMENT** – For Items Not on the Agenda

There was no one present who wished to speak.

PLANNED UNIT DEVELOPMENT5. **PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018) – Revised Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District**

Mr. Carlisle gave a brief background of the proposed Planned Unit Development (PUD) application and identified some of the changes since last reviewed at the August 9, 2022 Planning Commission Regular meeting.

- Reconfigured residential building at northwest corner, moved building parallel to Corporate Drive.
- Reconfigured hotel/restaurant building at southwest corner, moved building parallel to Corporate Drive, located parking in rear.
- Added another retail/restaurant building, moved retail/restaurant buildings to front on Long Lake, parking in rear.
- Reconfigured internal pedestrian grid system and outdoor seating plaza area between two main retail/restaurant buildings on Long Lake.
- Significant addition to the central gathering space, dedicated green space and functional usable open space.
- Added green “street” and “boulevard” that bisects site north/south, east/west.
- Added pedestrian amenities and grid system to connect with pedestrian amenities.
- Reduced size of sculpture garden located next to wetland, added parking.
- Expanded open space and natural features area on the north end of site.
- Added small retail zone on ground level of parking deck.

Anthony Antone of Kojoian introduced project team members in the audience; Randy Wertheimer of Hunter Pasteur Homes, Chris Beck of Gensler, Chris Kojoian of Kojoian and Tyler Tennent of Dawda Mann PLC.

Mr. Antone said the team wants to make sure they are on the right track and is asking for the Board's feedback again before coming forward with the Concept Development Plan. He said "The Great Lawn" area would be an all-season gathering place with diverse amenities, identifying at this time an ice-skating rink, pickleball courts and bocce ball.

Board members complimented the team on the plan revisions and expressed overall satisfaction of the plan.

Some items Board members asked the project team to consider:

- Prepare a brochure/pamphlet to illustrate the community gathering space.
- Food trucks; parking, competition with on-site restaurants.
- Seasonal gathering space; functionality.
- Add gardens, play structure.
- Location of pickleball courts and outdoor exercise stations.
- Parking.
 - Applicant advised boulevard offers on-street parallel parking.
 - Parking deck and office tower; levels of parking.
 - Shared parking.
 - Review of parking at each development phase.
- Retail/restaurant buildings; facilitation of loading/unloading and waste management.
- Provide a 'grand' and 'eye-catching' entrance to development.
- Hub for public transportation.

Mr. Savidant reviewed the PUD approval process.

Ms. Dufrane stated the elements of the PUD agreement encompass details relating to development phasing and open space.

Chair Lambert opened the floor for public comment.

Wei Cao, 6816 Vernmoor; addressed retail/restaurant portion of development, suggested smaller storefront retail/restaurants.

Chair Lambert closed the floor for public comment.

Mr. Antone said the market would drive tenancy of the project. He said a combination of larger and smaller retail/restaurant store fronts would be appealing.

OTHER ITEMS6. PUBLIC COMMENT – For Items on the Agenda

There was no one present in the audience who wished to speak.

7. PLANNING COMMISSION COMMENT

There were general comments, some relating to:

- Meeting schedule.
- Term expirations, reappointments.
- Agenda format; review of Bylaws.

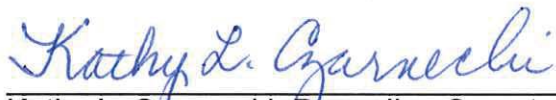
8. ADJOURN

The Regular meeting of the Planning Commission adjourned at 7:57 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary

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Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on January 24, 2023, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

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

Also Present:

R. Brent Savidant, Community Development Director
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2023-01-006

Moved by: Fox
Support by: Faison

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – January 10, 2023

Resolution # PC-2023-01-007

Moved by: Krent
Support by: Tagle

RESOLVED, To approve the minutes of the January. 10, 2023 Regular meeting as submitted.

Yes: All present (9)

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PLANNED UNIT DEVELOPMENT

5. PLANNED UNIT DEVELOPMENT (File Number PUD2020-0018) – Proposed Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest corner of Long Lake and Crooks, Section 8, Currently Zoned O Office

Mr. Savidant explained the Planned Unit Development (PUD) three-step approval process. He briefly addressed discussion items during review of the application in previous meetings.

Mr. Savidant addressed revisions to the application since its last review, proposed amenities in Zones A, B and C, buildout of development phases and displayed several generic renderings that capture the flavor of the application.

Mr. Savidant said the applicant noted benefits of the application as follows:

- Horizontal mixed-use development consistent with the Master Plan.
- Development of an undeveloped and prominent site.
- Outdoor plazas.
- Outdoor dining areas.
- Pedestrian circulation paths and activities around the site.
- Public art.
- Wetland preservation.

Mr. Savidant asked the Planning Commission to consider the following in its deliberation:

- The proposed development guidelines (height/setbacks, etc.)
- The proposed allowable and special uses.
- The proposed phasing.
- If proposed benefits are commensurate with the requested relief/development flexibility.
- If the PUD Standards have been met.

Discussion among administration and Planning Commission:

- Public transportation drop-off area.
- Height of Flagstar bank; 14 stories.
- Intent of Urban Residential zoning district.
- Sustainability, renewable energy, environmental impact.
- Traffic study recommendations, responsibility to apply.
- Potential uses.

Anthony Antone of Kojaian was present. Project members in the audience were Randy Wertheimer of Hunter Pasteur Homes, Chris Beck of Gensler and Tyler Tennent of Dawda Mann PLC.

Mr. Antone addressed the revisions to the application and amenities and said they are committed to the uses as presented this evening in their presentation.

There was discussion, some comments related to:

- Public transportation drop-off; possible location south side of Crooks service drive; applicant working with SMART.
- Amenities open to public; more details with site plan application.
- Development phases; 1st phase multi-family residential, 2nd phase amenities.
- Public art; one-time installation.
- Sustainability, energy conservation, charging stations.
- Natural wetland area; seating around periphery; applicant working with Environment, Great Lakes & Energy (EGLE) on other possible functions.
- Great Lawn Area; applicant working with outside source to promote various activities.
- Correction to Site Plan to show only one entrance on Long Lake.
- Food truck staging; on promenade, malleable locations.
- Traffic improvements; applicant to work with Engineering and County.
- Green space; 76% open space.
- Office space (Area 2); objective to remain as office use until tenant is secured.
- Goal to create a live, play, work environment.
- Public comment received expressing concern with destruction of trees, office space vacancies and building height.
- Applicant encouraged to include renderings from various perspectives of surrounding areas at City Council presentation.
- Project timetable.
- Recycling resources.

Chair Lambert opened the floor for public comment. Acknowledging there was no one present who wished to speak, Chair Lambert closed the floor for public comment.

There was discussion on the PUD Agreement, some comments related to:

- Limitation on uses; reference to email communication from Attorney Tyler Tennent confirming commitment of uses identified in application.
- Site Plan to show only one entrance on Long Lake.
- Traffic circulation as relates to recommendations of traffic consultants and County regulations.
- Project timetable; up to 20 years to complete construction.
- Development phases.

Resolution # PC-2023-01-008

Moved by: Krent

Seconded by: Buechner

WHEREAS, The applicant Gensler submitted a Conceptual Development Plan application for a Planned Unit Development, located on the northwest corner of Long Lake and Crooks, in Section 8, approximately 24.88 acres in area; and

WHEREAS, The Concept Development Plan proposes multiple phases for a mixed-use development including office, residential, lodging, restaurant, retail and open space with public amenities; 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 Long Lake and Crooks Masterplan Development be granted, subject to the following:

1. The concept plan indicates extensive landscape and trees, and the Planning Commission approves that type of concept.

Yes: All present (9)

MOTION CARRIED

PRELIMINARY SITE PLAN APPROVAL

6. **PRELIMINARY SITE PLAN REVIEW** (File Number SP JPLN2022-0009) – Proposed Hills West, East side of Crooks, South of Wattles (3902 Crooks; 88-20-21-101-003), Section 21, Currently Zoned NN (Neighborhood Node “I”) District

Ms. Dufrane referenced an email received from the applicant's attorney, Henry Sandweiss, requesting that Ms. Perakis recuse herself from deliberation on this item. Ms. Dufrane said she and Ms. Perakis discussed the request earlier today. It was determined to allow Ms. Perakis an opportunity to respond, followed by a vote of the Planning Commission on whether or not recusal is necessary. Ms. Dufrane asked if either Arban Stafa or Mr. Sandweiss, who were present in the audience, had anything further to say on behalf of the applicant Sam Stafa, to which they declined.

Ms. Perakis said she would not recuse herself. Ms. Perakis addressed the reference by the applicant, Sam Stafa, that she cannot render a fair and impartial decision and thus suggests she might be biased against him. Ms. Perakis said she believes she treats all applications with the same scrutiny and strategy as relates to Zoning Ordinance

standards. She said she has nothing personal against Mr. Stafa and has no reason to be biased or has ever been biased against the applicant.

Commissioners Krent, Tagle, Hutson and Malalahalli spoke in support of not recusing Ms. Perakis.

Resolution # PC-2023-01-009

Moved by: Krent

Seconded by: Fox

RESOLVED, To not recuse Ms. Perakis from deliberation on this application.

Yes: Buechner, Faison, Fox, Hutson, Krent, Lambert, Malalahalli, Tagle

Abstain: Perakis

MOTION CARRIED

Mr. Savidant said the application before the Board this evening looks different than what was presented in November 2022. He reviewed the changes as noted on page 6 of the Planning Consultant report dated January 19, 2023. Mr. Savidant addressed site access, common ownership of parcels, potential for cross access connectivity, open space, landscaping, parking, traffic study, elevations and building materials.

Mr. Savidant asked the Planning Commission in its deliberation to consider compliance with Sections 5.06E Design Standards and 8.06 Site Plan Review Standards.

Discussion among administration and Planning Commission:

- Application relationship to previously approved developments and potential future development.
- Preservation of twelve trees.
- Bicycle parking spaces.
- Residentially zoned parcel to the south is a church.

Peter Stuhlreyer of Designhaus Architecture was present to represent the developer of Hills West.

There was discussion, some comments related to:

- Location of bicycle parking spaces; inside gym building to the north.
- Consideration to locate pocket park between the two buildings.
- Consideration to move Crooks access to the south of the most southern building.
- Traffic concerns; circulation, Crooks access, proximity to Barilane driveway, potential for backup traffic, consideration for EVA (emergency vehicular access).
- Building floor plans.
- Separate venture/ownership of parcels.
- Parking; no deficit per parcel, no shared parking required.
- Requirement of cross access easements.
- Location of pocket park initially determined to preserve existing trees.
- Recycling resources.

City Traffic Consultant Sara Merrill OHM Advisors addressed the process in which the developer, or its designated traffic/civil engineer, would reach out to the Road Commission for Oakland County (RCOC) Permit Department to move the Crooks Road access and rearrange the deceleration lane. She said, in her opinion, there could be a benefit or a potential ripple effect of moving the access further south. Ms. Merrill addressed numerous factors used to determine if traffic mitigation is necessary and internal traffic site flow. She shared that RCOC uses an adaptive traffic system at each intersection in Troy that responds live to current traffic volumes.

Mr. Tagle asked if one is heading southbound on Crooks and turning left into the site driveway, and with the cars stacking up in the northbound left turn lane to go west on Wattles, how many cars would it take before one could not turn left to get into the complex.

Julie Kroll of Fleis & Vandenbrink responded that the traffic calculations show there would be no impact to the site driveway in that scenario.

Civil Engineer Greg Bono of PEA Group addressed the RCOC requirements on separation distance between driveways and noted it is based on the speed limit on Crooks Road. He opined the RCOC would not issue a permit for a change in the driveway location. Mr. Bono addressed the potential to extend the deceleration lane and the limitations an EVA would pose to the Barilane property.

Chair Lambert opened the floor for public comment.

- Michelle Lyons, 3902 Crooks, owner of the subject property, addressed the existing zoning and surrounding uses. She expressed support for the application as presented and asked the Board's consideration in its approval this evening.

Chair Lambert closed the floor for public comment.

Mr. Fox addressed the location of the Barilane driveway, potential for cut-through traffic, speeding and emergency vehicular access.

Resolution # PC-2023-01-

Moved by: Fox

Seconded by:

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Hills West 29-unit apartment development, East side of Crooks, South of Wattles, Section 21, Currently Zoned NN (Neighborhood Node "I") District, be granted.

Discussion:

Mr. Krent said he would support the motion on the condition that RCOC explore the possibility of having the driveway at the south end of the property.

Ms. Perakis said exploring the possibility has no teeth and suggested waiting for a response from RCOC prior to taking any action this evening.

Mr. Tagle said it would be advantageous for the developer to reach out to the RCOC to discuss the possibility of moving the access to the south but noted that the RCOC has the final say on the access and deceleration lane.

Resolution # PC-2023-01-010

Moved by: Fox

Seconded by: Krent

RESOLVED, That Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Hills West 29-unit apartment development, East side of Crooks, South of Wattles, Section 21, Currently Zoned NN (Neighborhood Node "I") District, be granted, subject to the following:

1. That the Road Commission for Oakland County (RCOC) explores the possibility of having the driveway at the south end of the property.

Yes: Faison, Fox, Hutson, Krent, Tagle

No: Buechner, Lambert, Malalahalli, Perakis

MOTION CARRIED**OTHER ITEMS****7. PLANNING COMMISSION ANNUAL REPORT FOR 2022**

Mr. Savidant presented the Planning Commission 2022 Annual Report.

Chair Lambert asked that the report be revised as follows:

- Add site plan approval of the Kelly Services redesigned office building site development on Kirts Boulevard.
- Sub-Committee on Neighborhood Nodes.
 - Rephrase 'established' to 'appointed' by Chair.
 - Add names of members; Lambert, Perakis, Faison, Krent.

Mr. Savidant said he would revise the report to reflect the changes prior to presenting the report to City Council and posting it on the City website.

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 relating to:

- Administration presentation of proposed Zoning Ordinance Text Amendments for review.
- Current vacancy rates for office and apartment complexes; possibly presentation by experts on topic(s).
- Status of Master Plan update.
- Capacity of Troy schools to accommodate additional students resulting from recent developments.

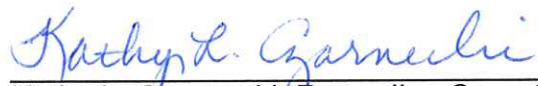
10. ADJOURN

The Regular meeting of the Planning Commission adjourned at 9:35 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Ozarnecki, Recording Secretary

Exhibit D

City Council Meeting Minutes and Resolution

[to be added after meeting]

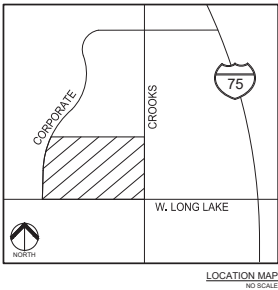
Exhibit E

Preliminary Site Plans

PRELIMINARY SITE PLANS

LONG LAKE & CROOKS MASTERPLAN DEVELOPMENT

LONG LAKE AND CROOKS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



| INDEX OF DRAWINGS | |
|-------------------|----------------------------|
| NUMBER | TITLE |
| | COVER SHEET |
| C-1.0 | TOPOGRAPHIC SURVEY |
| C-3.0 | PRELIMINARY SITE PLAN |
| C-5.0 | PRELIMINARY UTILITY PLAN |
| L-1.0 | PRELIMINARY LANDSCAPE PLAN |

DESIGN TEAM

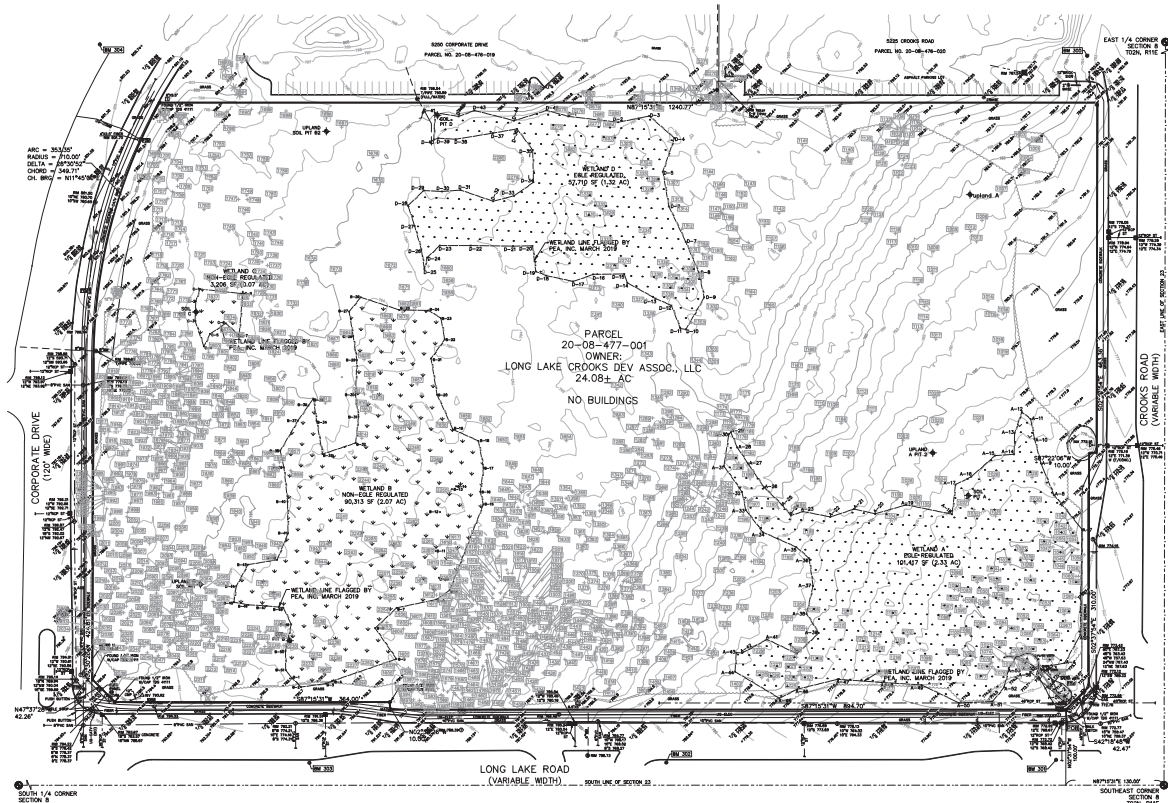
| CLIENT | CIVIL ENGINEER |
|--|--|
| WOLMAN MANAGEMENT LONG LAKE CROOKS DEVELOPMENT ASSOCIATES, LLC 3845 WOODWARD AVE, STE. 200 BLOOMFIELD HILLS, MI 48304 CONTACT: TONY ANTONE PHONE: 248.644.7600 EMAIL: TANTONE@WOLMAN.COM | PEA GROUP 1848 POND RUN AUBURN HILLS, MI 48306 CONTACT: GREG BONO, PE PHONE: 248.613.0460 EMAIL: GBONO@PEAGROUP.COM |
| ARCHITECT | LANDSCAPE ARCHITECT |
| GENSLER 150 W. JEFFERSON, STE. 1700 DETROIT, MI 48224 CONTACT: CHRIS BECK PHONE: 313.468.8988 EMAIL: CHRIS_BECK@GENSLER.COM | PEA GROUP 7827 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: JANET EVANS PHONE: 248.613.0240 EMAIL: JEVANS@PEAGROUP.COM |

PEA
GROUP

| REVISIONS | |
|-----------------------|------------|
| DESCRIPTION | DATE |
| ORIGINAL, ISSUED DATE | 11/16/2022 |



LEGAL DESCRIPTION
(Per Sewer Title Agency Commitment File No. 63-1540343-SCM, Revision 6, Commitment Date May 06, 2018.)
A parcel of land is a part of the southeast quarter of Section 8, T.02N, R.11E, City of Troy, County of Oakland, State of Michigan described as follows:
Commencing at the Southeast corner of Section 8, T.02N, R.11E, City of Troy, County of Oakland, State of Michigan, thence South 87 degrees 15 minutes 31 seconds West 133.00 feet, thence North 02 degrees 37 minutes 54 seconds West 100.00 feet to the north line of Long Lake Road (width varies) and the POINT OF BEGINNING, thence along said north line the following three (3) courses and distances: 1) South 87 degrees 15 minutes 31 seconds West 184.70 feet; 2) North 02 degrees 30 minutes 20 seconds West 10.00 feet; 3) South 87 degrees 15 minutes 31 seconds West 364.00 feet, thence North 47 degrees 37 minutes 25 seconds West 42.26 feet to the easterly line of Corporate Drive (20' wide), thence North 02 degrees 30 minutes 20 seconds West 424.81 feet to a point of curvature, thence 33.30 feet along a curve to the right, with curve bearing a radius 710.00 feet, a center angle of 28 degrees 30 minutes 52 seconds, and a short chord bears North 11 degrees 45 minutes 00 seconds East 545.71 feet, thence North 87 degrees 15 minutes 31 seconds East 1242.77 feet to the west line of Crooks Road (width varies), thence along said west line the following three (3) courses and distances: 1) South 02 degrees 37 minutes 54 seconds East 463.26 feet; 2) South 87 degrees 22 minutes 06 seconds West 10.00 feet; 3) South 02 degrees 37 minutes 54 seconds East 310.00 feet, thence South 42 degrees 18 minutes 48 seconds West 42.47 feet to the POINT OF BEGINNING and containing 24.08 Acres.



LEGEND

- SPOT ELEVATION
- CONTOUR
- WETLAND
- WETLAND BOUNDARY
- WETLAND CLASSIFICATION
- WETLAND USE
- WETLAND VEGETATION
- WETLAND SOILS
- WETLAND TOPOGRAPHY
- WETLAND HYDROLOGY
- WETLAND CLIMATE
- WETLAND MANAGEMENT
- WETLAND MONITORING
- WETLAND RESEARCH
- WETLAND EDUCATION
- WETLAND OUTREACH
- WETLAND PARTNERSHIPS
- WETLAND POLICY
- WETLAND LEGISLATION
- WETLAND ENFORCEMENT
- WETLAND RESTORATION
- WETLAND CONSERVATION
- WETLAND PROTECTION
- WETLAND PROMOTION
- WETLAND PRESERVATION
- WETLAND RESTORATION
- WETLAND CONSERVATION
- WETLAND PROTECTION
- WETLAND PROMOTION
- WETLAND PRESERVATION

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LEGEND

- SPOT ELEVATION
- CONTOUR
- WETLAND
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- WETLAND CONSERVATION
- WETLAND PROTECTION
- WETLAND PROMOTION
- WETLAND PRESERVATION

PROJECT TITLE
LONG LAKE & CROOKS
MASTERPLAN
DEVELOPMENT
LONG LAKE AND CROOKS ROAD
SECTION 8, T.02N, R.11E

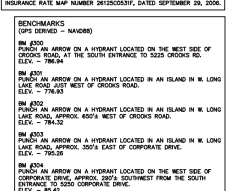
REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------------|---------------------|
| 1 | APRIL 11, 2022 | ORIGINAL ISSUE DATE |

DRAWING TITLE
TOPOGRAPHIC
SURVEY

PEA JOB NO. 2020-0020
FILE 11A
DN SLA
DES BS
DRAWING NUMBER

NOT FOR CONSTRUCTION C-1.0

[illegible]

SITE DATA TABLE:

SITE AREA: 24.08 AC (1,048,948 SF)

CURRENT ZONING: O, OFFICE BUILDING DISTRICT

PROPOSED REZONING: PUD, PLANNED UNIT DEVELOPMENT

BUILDING AREA = 5.79 AC (252,335 SF)

= 24.08 AC

OPEN SPACE = 75.56%

FINANCIAL CALCULATIONS:

PARKING PROVIDED = 2,217 SPACES (217 SURFACE, 2,000 GARAGE)

WETLAND:

WETLAND A

EXISTING = 101,417 SF (2.33 ACRES)

REQUIRED = 79,211 SF (1.83 ACRES)

DISTURBED = 22,206 SF (0.51 ACRES)

WETLAND D

EXISTING = 87,710 SF (1.32 ACRES)

REQUIRED = 60,864 SF (1.38 ACRES)

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|---|
| REVISIONS |
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| ORIGINAL ISSUE DATE: APRIL 11, 2022 |
| DRAWING TITLE PRELIMINARY SITE PLAN |
| PEA JOB NO. 2020-0320 |
| P.M. LAA |
| CN BLA |
| DES SS |
| DRAWING NUMBER: C-30 |

NOT FOR CONSTRUCTION C-3.0

| TAG NO. | CODE | DBH | COMMON NAME | LATIN NAME | COND. | COMMENTS |
|---------|------|-----|-------------------|-------------------------------|-----------|----------|
| 1001 | BL | 6 | Black Locust | <i>Rhus copallina</i> | Fair | |
| 1002 | BL | 6 | Black Locust | <i>Rhus copallina</i> | Fair | |
| 1003 | BL | 7 | Black Locust | <i>Rhus copallina</i> | Very Poor | |
| 1004 | CT | 28 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1005 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Very Poor | dead |
| 1006 | BL | 16 | Black Locust | <i>Rhus copallina</i> | Fair | x2 |
| 1007 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Fair | |
| 1008 | SM | 20 | Silver Maple | <i>Acer saccharum</i> | Very Poor | x1 |
| 1009 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1010 | BL | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1011 | BL | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1012 | BL | 21 | Box elder | <i>Acer negundo</i> | Fair | |
| 1013 | BL | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1014 | CT | 17 | Cottonwood | <i>Populus deltoides</i> | Fair | x1 |
| 1015 | CT | 18 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1016 | BL | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1017 | BL | 36 | Box elder | <i>Acer negundo</i> | Fair | |
| 1018 | SM | 15 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1019 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1020 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1021 | SM | 23 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1022 | GA | 9 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1023 | BL | 14 | Box elder | <i>Acer negundo</i> | Fair | |
| 1024 | SM | 27 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1025 | SM | 29 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1026 | SM | 9 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1027 | BL | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1028 | BL | 17 | Box elder | <i>Acer negundo</i> | Very Poor | |
| 1029 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1030 | SM | 24 | Silver Maple | <i>Acer saccharum</i> | Fair | x1 |
| 1031 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1032 | SM | 21 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1033 | GA | 7 | Wild Black Cherry | <i>Prunus serotina</i> | Fair | |
| 1034 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | x1 |
| 1035 | SM | 24 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1036 | SM | 24 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1037 | SM | 14 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1038 | E | 12 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1039 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1040 | BL | 6 | Box elder | <i>Acer negundo</i> | Very Poor | |
| 1041 | CT | 30 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1042 | CT | 18 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1043 | CT | 28 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1044 | CT | 23 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1045 | E | 13 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1046 | CT | 17 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1047 | E | 7 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1048 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1049 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1050 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1051 | SM | 16 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1052 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1053 | E | 14 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1054 | CT | 15 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1055 | CT | 13 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1056 | SM | 9 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1057 | CT | 31 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1058 | E | 12 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1059 | CT | 29 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1060 | E | 9 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1061 | CT | 27 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1062 | SM | 8 | Silver Maple | <i>Acer saccharum</i> | Very Poor | |
| 1063 | SM | 8 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1064 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1065 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | x1 |
| 1066 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1067 | SM | 25 | Silver Maple | <i>Acer saccharum</i> | Very Poor | |
| 1068 | CT | 7 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1069 | CT | 8 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1070 | CT | 12 | Cottonwood | <i>Populus deltoides</i> | Fair | x1 |
| 1071 | CT | 6 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1072 | CT | 10 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1073 | CT | 14 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1074 | CT | 15 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1075 | CT | 15 | Cottonwood | <i>Populus deltoides</i> | Fair | |
| 1076 | E | 10 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1077 | GA | 16 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1078 | E | 7 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1079 | SM | 19 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1080 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1081 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1082 | SM | 14 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1083 | SM | 8 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1084 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1085 | GA | 6 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1086 | SM | 15 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1087 | E | 10 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1088 | SM | 16 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1089 | SM | 15 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1090 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1091 | E | 6 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1092 | SM | 20 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1093 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1094 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1095 | SM | 7 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1096 | TH | 1 | Thornapplehorne | <i>Celastrus scandens</i> | Fair | |
| 1097 | TH | 1 | Thornapplehorne | <i>Celastrus scandens</i> | Fair | |
| 1098 | E | 6 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1099 | SM | 17 | Silver Maple | <i>Acer saccharum</i> | Fair | x1 |
| 1100 | E | 12 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1101 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1102 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1103 | GA | 9 | Donner's Maple | <i>Mala lychnis</i> | Fair | 14 |
| 1104 | SM | 24 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1105 | BL | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1106 | GA | 12 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |

| | | | | | | |
|------|----|----|-------------------|-------------------------------|------|----|
| 1107 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1108 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1109 | SM | 14 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1110 | GA | 13 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1111 | SM | 23 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1112 | SM | 13 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1113 | SM | 12 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1114 | SM | 12 | Box elder | <i>Acer negundo</i> | Fair | |
| 1115 | SM | 24 | Silver Maple | <i>Acer saccharum</i> | Fair | x2 |
| 1116 | SM | 28 | Silver Maple | <i>Acer saccharum</i> | Fair | |
| 1117 | SM | 8 | Red Maple | <i>Acer rubrum</i> | Fair | |
| 1118 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | |
| 1119 | SM | 21 | Box elder | <i>Acer negundo</i> | Fair | x1 |
| 1120 | SM | 28 | Box elder | <i>Acer negundo</i> | Fair | |
| 1121 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | |
| 1122 | SM | 18 | Wild Black Cherry | <i>Prunus serotina</i> | Fair | |
| 1123 | SM | 10 | Box elder | <i>Acer negundo</i> | Fair | |
| 1124 | SM | 21 | Box elder | <i>Acer negundo</i> | Fair | |
| 1125 | SM | 7 | Box elder | <i>Acer negundo</i> | Fair | |
| 1126 | SM | 7 | Box elder | <i>Acer negundo</i> | Fair | |
| 1127 | SM | 8 | Box elder | <i>Acer negundo</i> | Fair | x3 |
| 1128 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | |
| 1129 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | x2 |
| 1130 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | |
| 1131 | SM | 10 | Box elder | <i>Acer negundo</i> | Fair | |
| 1132 | SM | 7 | Box elder | <i>Acer negundo</i> | Fair | x1 |
| 1133 | SM | 9 | Box elder | <i>Acer negundo</i> | Fair | x1 |
| 1134 | SM | 10 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1135 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1136 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1137 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1138 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1139 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1140 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | x1 |
| 1141 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1142 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1143 | SM | 7 | Donner's Maple | <i>Mala lychnis</i> | Fair | |
| 1144 | SM | 23 | Box elder | <i>Acer negundo</i> | Fair | |
| 1145 | SM | 12 | Sugar Maple | <i>Acer saccharum</i> | Fair | |
| 1146 | SM | 10 | Box elder | <i>Acer negundo</i> | Fair | |
| 1147 | SM | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1148 | SM | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1149 | SM | 10 | Box elder | <i>Acer negundo</i> | Fair | |
| 1150 | SM | 10 | Box elder | <i>Acer negundo</i> | Fair | |
| 1151 | SM | 8 | Box elder | <i>Acer negundo</i> | Fair | |
| 1152 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1153 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1154 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1155 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1156 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1157 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1158 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1159 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1160 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1161 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1162 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1163 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1164 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1165 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1166 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1167 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1168 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1169 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1170 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1171 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1172 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1173 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1174 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1175 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1176 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1177 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1178 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1179 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1180 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1181 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1182 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1183 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1184 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1185 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1186 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1187 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1188 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1189 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1190 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1191 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1192 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1193 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1194 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1195 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1196 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1197 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1198 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1199 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1200 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1201 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1202 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1203 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1204 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1205 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1206 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1207 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1208 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1209 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1210 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1211 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1212 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |
| 1213 | SM | 6 | Box elder | <i>Acer negundo</i> | Fair | |

| | | | | | | |
|------|----|----|----------------|-------------------------------|-----------|----|
| 1214 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1215 | GA | 7 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1216 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1217 | E | 14 | American Elm | <i>Ulmus americana</i> | Fair | a1 |
| 1218 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1219 | GA | 15 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1220 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1221 | E | 8 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | |
| 1222 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1223 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1224 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1225 | E | 9 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1226 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1227 | BM | 13 | White Sycamore | <i>Alopecurus</i> | Fair | |
| 1228 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Very Poor | a1 |
| 1229 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1230 | GA | 8 | Green Ash | <i>Fraxinus pennsylvanica</i> | Fair | |
| 1231 | GA | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1232 | BL | 10 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1233 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1234 | E | 15 | American Elm | <i>Ulmus americana</i> | Very Poor | |
| 1235 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1236 | GA | 9 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1237 | GA | 10 | Green Ash | <i>Fraxinus pennsylvanica</i> | Poor | |
| 1238 | BM | 12 | White Sycamore | <i>Aster racemiflorus</i> | Poor | |
| 1239 | E | 8 | Black Locust | <i>Rhus copallina</i> | Fair | |
| 1240 | BL | 13 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1241 | BL | 13 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1242 | BL | 16 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1243 | BL | 14 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1244 | E | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1245 | E | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1246 | E | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1247 | BL | 6 | Black Locust | <i>Rhus copallina</i> | Very Poor | |
| 1248 | BL | 14 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1249 | BL | 12 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1250 | BL | 12 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1251 | BL | 14 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1252 | BL | 14 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1253 | BL | 7 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1254 | BM | 13 | Black Walnut | <i>Corylus spica</i> | Poor | |
| 1255 | E | 8 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1256 | E | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1257 | BL | 12 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1258 | BL | 12 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1259 | BL | 13 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1260 | E | 8 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1261 | BM | 15 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1262 | BM | 15 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1263 | GA | 17 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1264 | GA | 17 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1265 | GA | 17 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1266 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | a1 |
| 1267 | BM | 18 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1268 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1269 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1270 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1271 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1272 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1273 | BL | 13 | Black Walnut | <i>Corylus spica</i> | Very Poor | |
| 1274 | BL | 13 | Black Walnut | <i>Corylus spica</i> | Poor | |
| 1275 | BL | 17 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1276 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1277 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1278 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1279 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1280 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1281 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | a1 |
| 1282 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1283 | BL | 12 | Box Elder | <i>Aster rugosus</i> | Poor | a2 |
| 1284 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1285 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1286 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1287 | BL | 19 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1288 | BL | 9 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1289 | BL | 9 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1290 | BL | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1291 | BL | 8 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1292 | B | 10 | Basswood | <i>Tilia americana</i> | Fair | |
| 1293 | B | 8 | Basswood | <i>Tilia americana</i> | Fair | |
| 1294 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1295 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1296 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1297 | BL | 15 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1298 | BL | 12 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1299 | BL | 10 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1300 | BL | 10 | Black Locust | <i>Rhus copallina</i> | Poor | |
| 1301 | BL | 12 | Black Walnut | <i>Corylus spica</i> | Poor | |
| 1302 | BL | 12 | Black Walnut | <i>Corylus spica</i> | Poor | |
| 1303 | BL | 6 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1304 | BL | 12 | Black Walnut | <i>Corylus spica</i> | Very Poor | |
| 1305 | VB | 9 | Velvet Birch | <i>Betula alleghaniensis</i> | Poor | |
| 1306 | VB | 13 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1307 | VB | 13 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1308 | VB | 15 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1309 | VB | 15 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1310 | VB | 14 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1311 | VB | 14 | Velvet Birch | <i>Betula alleghaniensis</i> | Very Poor | |
| 1312 | GB | 17 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1313 | GB | 17 | Box Elder | <i>Aster rugosus</i> | Poor | a1 |
| 1314 | GB | 17 | Box Elder | <i>Aster rugosus</i> | Poor | |
| 1315 | GA | 16 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1316 | GA | 22 | Austrian Pine | <i>Pinus rigida</i> | Poor | |
| 1317 | GA | 16 | American Elm | <i>Ulmus americana</i> | Poor | |
| 1318 | E | 15 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1319 | E | 15 | American Elm | <i>Ulmus americana</i> | Fair | |
| 1320 | E | 15 | American Elm | <i>Ulmus americana</i> | Fair | |

[illegible][illegible]DRAWING NUMBER:

T-2

7. PLANNED UNIT DEVELOPMENT (File Number PUD2020-0018) – Proposed Concept Development Plan (CDP) for Long Lake and Crooks Masterplan Development, Southwest corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District

Mr. Savidant announced project architect Chris Beck of Gensler, Anthony Antone of Kojaian Properties and traffic consultant Julie Kroll of Fleis & Vandenbrink were present.

Mr. Antone gave a brief introduction of Kojaian Properties. He said the proposed development would serve as a gateway to North Troy.

Mr. Savidant presented a PowerPoint explanation of a Planned Unit Development (PUD) application.

Mr. Carlisle gave a brief introduction of the Conceptual Development Plan and how the application relates to the Master Plan for North Troy. He addressed additional elements for the applicant to consider and questions for the Planning Commission to consider, as identified in his report dated December 29, 2020. Mr. Carlisle reported the applicant is seeking flexibility in phases, uses and design features.

There was discussion on:

- Water feature; location, focal point, community attraction.
- Residential key component; multi-family, live/work.
- Density and massing of project; building height.
- Preservation of existing green space.
- Applicant request for flexibility as relates to market demand and City vision.
- Viability of office space and hotel in relation to existing office vacancy and number of hotels currently in City.
- Outdoor activities and attractions to engage residents and community; walkability, vehicular-free plaza area.
- Destination point for family and community gatherings.
- Parking; expand parking structure, reduce surface parking, charging stations for electric vehicles.
- Limited available land in City for development of this size.
- Potential to attract large office headquarters.
- Affirmation of worldwide renown architectural firm Gensler.

Mr. Beck addressed greenspace as relates to existing tree quality and species, parking options, water feature, stormwater detention and intent to be flexible based on potential future uses and evolution of project.

Mr. Antone addressed a residential component, density, potential to attract large office headquarters and flexibility in development long-term.

PLANNED UNIT DEVELOPMENT

5. **PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018)** – Proposed Concept Development Plan (CDP) for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District

Mr. Savidant explained the approval process of a Planned Unit Development (PUD) application. A brief question and answer session followed.

Present were Anthony Antone and Chris Kojaian of Kojaian Properties and project architect Chris Beck of Gensler.

Mr. Antone gave a brief introduction of Kojaian Properties and noted some of their prominent projects in Troy. Mr. Antone referenced the proposed development as the gateway to North Troy. He stated the revised concept plan before the Board this evening incorporates the preservation of natural features identified by the Department of Environment, Great Lakes and Energy (EGLE). He noted the wetlands are regulated and must be preserved and remain untouched.

Mr. Antone addressed how the development team is using the site's natural features as its focal point. He said they would like the Board's feedback on the revised concept plan prior to their submission of a formal application. Mr. Antone said the development team believes it has incorporated most of the items discussed at the January 12, 2021 Planning Commission meeting.

There was lengthy dialogue among Board members and the applicant. Board members shared their personal visions of the proposed project.

Board comments related to:

- Create a destination point to attract people from within the complex and throughout the City.
- Integrate a plaza, pedestrian path, promenade, village-like characteristics.
- Reduce surface parking.
- Provide more walkability.
- Centrally relocate parking deck.
- Reconfigure placement of buildings to connect to public amenity space.
- Expand and centrally relocate public amenity space.
- Be bold and creative with expanse of property.
- Provide a visual illustration of project, such as a three-dimensional model.

Some members expressed the revised concept plan offers no significant changes from the concept plan presented in January 2021.

Mr. Antone addressed the “block” conceptual plan and detailed their vision of a live/work/play development. He said the development team has had conversations with high-end, luxury developers for all components of the project; residential, restaurant and retail, anchor hotel and anchor office headquarters. He addressed how the project is market-driven and site configurations must be effectual for various clients.

Mr. Antone said building heights would be:

- Office professional building, up to 10 stories.
- Centrally located building, 6 to 8 stories.
- Residential, 6 to 7 stories.
- Hotel, up to 5 or 6 stories.
- Restaurant/retail, up to 2 stories.
- Parking deck, 10 levels.

Mr. Antone thanked the Board for their comments and visions and said they look forward to coming back in front of the Board.

PLANNED UNIT DEVELOPMENT

5. **PUBLIC HEARING – PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018)**
– Proposed Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) Zoning District

Mr. Carlisle said the Planned Unit Development (PUD) application before the Board this evening is a formal submittal. He said the Planning Commission discussed two draft concept plans presented by the applicant at their January 12, 2021 and February 8, 2022 meetings.

Mr. Carlisle explained the three-step PUD application process and addressed the intent of a PUD application. He addressed highlights of the concept plan, proposed mix of uses, the changes since last reviewed, the four separate development areas proposed and associated amenities within those areas. Mr. Carlisle reviewed the applicant's proposed development parameters, relating to maximum square footage, minimum and maximum number of floors, minimum and maximum building height, and dimensional setbacks.

Mr. Carlisle said the applicant seeks flexibility to build any development area in any sequence, with one restriction that development area 4 (hotel/residential) and retail/restaurant pads can be built as part of any phase except they cannot be the first development built on site. He said the applicant seeks flexibility of all permitted and special uses in Office Mixed (OM), Office (O), or General Business (GB) zoning districts.

In summary, Mr. Carlisle asked the Board to consider public comments at the Public Hearing, and as part of their deliberation, to consider 1) the proposed development guidelines relating to building height and setbacks; 2) the proposed permitted and special uses; 3) if the PUD Standards in Section 11.03 of the Zoning Ordinance are met; and 4) if the proposed benefits are commensurate with the requested relief/development flexibility.

Mr. Savidant clarified a modification/correction to the development guidelines proposed by the applicant. Development area 1 (hotel/residential) should read 350,000 square feet, not 105,000 square feet.

Discussion among administration and Planning Commission:

- Flexibility in terms of what gets built, timing and location as proposed by applicant.
- Significance in determining appropriate uses and building heights.
- Gateway to North Troy and wayfinding signage.
- PUD Development Agreement.
 - Ms. Dufrane stated agreement is essentially standard agreement language except for unique aspects relating to development phases and development areas.
- Urban Residential (UR) zoning district; high density residential district in line with Master Plan.
- Preservation of State-regulated wetlands.
- Tree survey and mitigation; determined at each development phase, must meet site plan requirements.
- Green space/open space must be generally consistent with approved concept plan; what, where, size, whether for public use determined at each development phase and must meet site plan requirements.
- Housing types must be generally consistent with approved concept plan and must meet site plan requirements.

Anthony Antone of Kojoian introduced the project team present in the audience; Project Architect Chris Beck of Gensler, Attorney Tyler Tennent of Dawda Mann PLC, Environmental Engineer Leslie Accardo of PEA, and CEO of Hunter Pasteur Homes Randy Wertheimer.

Mr. Antone stated the residential component (development area 1) would be the first phase of development. He said the proposed uses for the overall project are residential, office and retail and are defined in the PUD Development Agreement. Mr. Antone said the development configuration is based on the market and potential clients. He noted configuration might change during the development process. Mr. Antone said the State-regulated wetlands (1.9 acres) will remain as is. He addressed proposed development areas, phases and amenities. He indicated adjacent businesses were notified of the proposed project.

Mr. Rahman asked if the center building could be moved to the street and the parking structure moved to an internal location. At the request of Mr. Rahman, an image was displayed on the wall monitor depicting a large green courtyard surrounded by building(s).

Mr. Antone stated moving the center building to the street would not be sensible from an architectural or marketing standpoint.

Mr. Wertheimer said placing residential the furthest point from a heavily trafficked and noisy street is essential for success. He noted the sequence of development phases would be residential, amenities, office, restaurant and hotel. Mr. Wertheimer said development area 3 would be flexible on what the market determines.

Ms. Perakis expressed dissatisfaction in what she views as no changes in the concept plan since last presented to the Board even though the Board offered specific suggestions. She said there is nothing unique about the proposed *Gateway to North Troy* development. Ms. Perakis recommended suggestions for the creation of a destination for residents to live, work and play: 1) phase 1 should be a pedestrian boulevard along with paths and natural features; 2) the parking structure with retail on the first floor should be the anchor building in the center of the PUD; 3) the pedestrian boulevard should run parallel to Long Lake with retail along Long Lake that fronts the pedestrian boulevard; 4) access to the pedestrian boulevard should be off Crooks and Corporate Drive. At the request of Ms. Perakis, images were displayed on the wall monitor that depicted existing parking structures located in Ann Arbor, East Lansing and Detroit. Ms. Perakis referenced page 192 of the Master Plan, “Strategy: Create a community gathering space” and addressed the application’s relationship to the PUD Standards.

Mr. Wertheimer stated details of the concept plan would come forth with each phase and at site plan submittal. He said the team’s focus is on the first step of approval of a concept plan and they look forward to providing specific details with individual site plan submittals. Mr. Wertheimer said the project team is asking for a consensus on the uses, building sizes and building heights at this time. He stated that 25% of the site is open green space. Mr. Wertheimer apologized if he is misinterpreting the PUD process and addressed the importance of landscape and architectural designs that would be presented at site plan review and approval.

Ms. Malalahalli said the concept plan appears industrial, like four rectangular Lego blocks with too much parking. She encouraged a concept plan that would wow the Board, to incorporate a promenade or plaza area, a connected pathway and a community stage to engage a public destination.

Mr. Tagle said it appears the development team has not *sold* the Planning Commission on its concept plan and encouraged the team to share a presentation inclusive of ideas, graphics and words that would get the Board excited about the project. He asked the applicant to address the product the team envisions for development area 1.

Mr. Wertheimer said the product would be a five to seven story luxury residential building similar to what one sees in Birmingham, West Bloomfield and Corktown. He identified some amenities as a rooftop pool, an expansive workout facility, a work-from-home office setting, state-of-the-art technology and concierge services.

Mr. Krent referenced a proposed development project at the former K-Mart Headquarters that *wowed* the Planning Commission with its pavilion style development.

Chair Lambert suggested a connected hub for public transportation.

Mr. Antone addressed the change in the configuration of office buildings since the pandemic. He said offices are becoming highly amenitized to bring employees back to what was the standard office building. Mr. Antone noted proposed parking is less than two acres of the overall project.

PUBLIC HEARING OPENED

- Laury Shah, 1448 Brentwood Drive, Troy; addressed personal visions of developing property; native grasses, lush vegetation, botanical garden, minimum height of buildings, noise buffer.
- Wei Cao, 6816 Vernmoor, Troy; shared concurrence with Planning Commission comments on the parking structure and amenities, encouraged a gathering destination and pedestrian boulevard.

PUBLIC HEARING CLOSED

Chair Lambert announced the Planning Department received 10 to 15 email messages, copies of which were placed in front of Board members prior to tonight's meeting. Chair Lambert shared the messages expressed concerns with the destruction of green space and building heights.

Mr. Hutson said he would like to see the PUD Development Agreement be modified to include: 1) reduce the three buildings to a maximum height of eight (8) stories; 2) that no development phase should commence until the first development phase is complete; and 3) that the permitted and special uses are specifically identified. Mr. Hutson said he agrees with comments expressed by Ms. Perakis.

Ms. Dufrane stated the Planning Commission as a recommending body to City Council is responsible to forward either an affirmative or negative recommendation to City Council. In response to the Board's query if it is appropriate to postpone the item, she responded it would be reasonable to postpone the application one time should the Board desire.

Resolution # PC-2022-08-045

Moved by: Lambert
Support by: Buechner

RESOLVED, To postpone action on the PUD application to give the applicant an opportunity to consider input from the Commissioners on the overall concept plan and to give the Board a feel for what the entire project will look like.

Discussion on the motion on the floor.

Ms. Perakis addressed specific language she would like to incorporate in the Resolution as relates to parking structure location, pedestrian pathway, promenade/boulevard, relationship to Master Plan vision, uniqueness and creation of a destination point.

Mr. Antone and Mr. Wertheimer asked the Board to realistically consider the traffic impact and accessibility to the site as relates to the placement of the buildings.

Mr. Faison suggested design specifics should not be attached to the Resolution.

Mr. Hutson suggested to postpone the item with no specificity attached to the Resolution.

Ms. Dufrane said the attorney's office would collaborate with the applicant's attorney to tighten up the language on permitted and special uses.

Vote on the motion on the floor.

Yes: All present (9)

MOTION CARRIED

Ms. Perakis addressed existing traffic problems in the area and cautioned the applicant to not come back with an excuse that the traffic impact would prevent a pedestrian boulevard.

PLANNED UNIT DEVELOPMENT

5. **PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018)** – Revised Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District

Mr. Carlisle gave a brief background of the proposed Planned Unit Development (PUD) application and identified some of the changes since last reviewed at the August 9, 2022 Planning Commission Regular meeting.

- Reconfigured residential building at northwest corner, moved building parallel to Corporate Drive.
- Reconfigured hotel/restaurant building at southwest corner, moved building parallel to Corporate Drive, located parking in rear.
- Added another retail/restaurant building, moved retail/restaurant buildings to front on Long Lake, parking in rear.
- Reconfigured internal pedestrian grid system and outdoor seating plaza area between two main retail/restaurant buildings on Long Lake.
- Significant addition to the central gathering space, dedicated green space and functional usable open space.
- Added green “street” and “boulevard” that bisects site north/south, east/west.
- Added pedestrian amenities and grid system to connect with pedestrian amenities.
- Reduced size of sculpture garden located next to wetland, added parking.
- Expanded open space and natural features area on the north end of site.
- Added small retail zone on ground level of parking deck.

Anthony Antone of Kojoian introduced project team members in the audience; Randy Wertheimer of Hunter Pasteur Homes, Chris Beck of Gensler, Chris Kojoian of Kojoian and Tyler Tennent of Dawda Mann PLC.

Mr. Antone said the team wants to make sure they are on the right track and is asking for the Board’s feedback again before coming forward with the Concept Development Plan. He said “The Great Lawn” area would be an all-season gathering place with diverse amenities, identifying at this time an ice-skating rink, pickleball courts and bocce ball.

Board members complimented the team on the plan revisions and expressed overall satisfaction of the plan.

Some items Board members asked the project team to consider:

- Prepare a brochure/pamphlet to illustrate the community gathering space.
- Food trucks; parking, competition with on-site restaurants.
- Seasonal gathering space; functionality.
- Add gardens, play structure.
- Location of pickleball courts and outdoor exercise stations.
- Parking.
 - Applicant advised boulevard offers on-street parallel parking.
 - Parking deck and office tower; levels of parking.

- Shared parking.
- Review of parking at each development phase.
- Retail/restaurant buildings; facilitation of loading/unloading and waste management.
- Provide a 'grand' and 'eye-catching' entrance to development.
- Hub for public transportation.

Mr. Savidant reviewed the PUD approval process.

Ms. Dufrane stated the elements of the PUD agreement encompass details relating to development phasing and open space.

Chair Lambert opened the floor for public comment.

Wei Cao, 6816 Vernmoor; addressed retail/restaurant portion of development, suggested smaller storefront retail/restaurants.

Chair Lambert closed the floor for public comment.

Mr. Antone said the market would drive tenancy of the project. He said a combination of larger and smaller retail/restaurant store fronts would be appealing.

PLANNED UNIT DEVELOPMENT

5. **PLANNED UNIT DEVELOPMENT (File Number PUD2020-0018)** – Proposed Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest corner of Long Lake and Crooks, Section 8, Currently Zoned O Office

Mr. Savidant explained the Planned Unit Development (PUD) three-step approval process. He briefly addressed discussion items during review of the application in previous meetings.

Mr. Savidant addressed revisions to the application since its last review, proposed amenities in Zones A, B and C, buildout of development phases and displayed several generic renderings that capture the flavor of the application.

Mr. Savidant said the applicant noted benefits of the application as follows:

- Horizontal mixed-use development consistent with the Master Plan.
- Development of an undeveloped and prominent site.
- Outdoor plazas.
- Outdoor dining areas.
- Pedestrian circulation paths and activities around the site.
- Public art.
- Wetland preservation.

Mr. Savidant asked the Planning Commission to consider the following in its deliberation:

- The proposed development guidelines (height/setbacks, etc.)
- The proposed allowable and special uses.
- The proposed phasing.
- If proposed benefits are commensurate with the requested relief/development flexibility.
- If the PUD Standards have been met.

Discussion among administration and Planning Commission:

- Public transportation drop-off area.
- Height of Flagstar bank; 14 stories.
- Intent of Urban Residential zoning district.
- Sustainability, renewable energy, environmental impact.
- Traffic study recommendations, responsibility to apply.
- Potential uses.

Anthony Antone of Kojaian was present. Project members in the audience were Randy Wertheimer of Hunter Pasteur Homes, Chris Beck of Gensler and Tyler Tennent of Dawda Mann PLC.

Mr. Antone addressed the revisions to the application and amenities and said they are committed to the uses as presented this evening in their presentation.

There was discussion, some comments related to:

- Public transportation drop-off; possible location south side of Crooks service drive; applicant working with SMART.
- Amenities open to public; more details with site plan application.
- Development phases; 1st phase multi-family residential, 2nd phase amenities.
- Public art; one-time installation.
- Sustainability, energy conservation, charging stations.
- Natural wetland area; seating around periphery; applicant working with Environment, Great Lakes & Energy (EGLE) on other possible functions.
- Great Lawn Area; applicant working with outside source to promote various activities.
- Correction to Site Plan to show only one entrance on Long Lake.
- Food truck staging; on promenade, malleable locations.
- Traffic improvements; applicant to work with Engineering and County.
- Green space; 76% open space.
- Office space (Area 2); objective to remain as office use until tenant is secured.
- Goal to create a live, play, work environment.
- Public comment received expressing concern with destruction of trees, office space vacancies and building height.
- Applicant encouraged to include renderings from various perspectives of surrounding areas at City Council presentation.
- Project timetable.
- Recycling resources.

Chair Lambert opened the floor for public comment. Acknowledging there was no one present who wished to speak, Chair Lambert closed the floor for public comment.

There was discussion on the PUD Agreement, some comments related to:

- Limitation on uses; reference to email communication from Attorney Tyler Tennent confirming commitment of uses identified in application.
- Site Plan to show only one entrance on Long Lake.
- Traffic circulation as relates to recommendations of traffic consultants and County regulations.
- Project timetable; up to 20 years to complete construction.
- Development phases.

Resolution # PC-2023-01-008

Moved by: Krent
Seconded by: Buechner

WHEREAS, The applicant Gensler submitted a Conceptual Development Plan application for a Planned Unit Development, located on the northwest corner of Long Lake and Crooks, in Section 8, approximately 24.88 acres in area; and

WHEREAS, The Concept Development Plan proposes multiple phases for a mixed-use development including office, residential, lodging, restaurant, retail and open space with public amenities; 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 Long Lake and Crooks Masterplan Development be granted, subject to the following:

1. The concept plan indicates extensive landscape and trees, and the Planning Commission approves that type of concept.

Yes: All present (9)

MOTION CARRIED

From: [RICHARD KILLEWALD](#)
To: [Planning](#)
Subject: Long Lake/Crooks Development
Date: Sunday, March 7, 2021 10:29:27 PM

Planning Commissioners,

My name is Rick Killewald. I am a 30+ year resident of north Troy. I am writing you with a concern after reading the Troy Times article regarding the proposed development at Long lake and Crooks roads.

North Troy has an enormous amount of building vacancies along the north Crooks road areas. It also has an unsightly demolition site, the old Northfield Hilton vacant land, to add to the glut of "for lease" signs; along with other newly constructed buildings seeking tenants. Have you drove by this area, (Crooks Road from Long Lake to Square Lake), lately? The vacant/for lease signs are staggering. Additionally, behind the newly constructed Panera building, Crooks and I75 exit, sit two large vacant office buildings. And now you want to put another hotel/office/retail development on the corner of Long Lake and Crooks. Are you serious? How many more vacant buildings do you want in this area? And a hotel? In this area of Troy? Last I checked, Double Tree Hotel is never over booked. Don't you have enough hotels at Big Beaver that you feel compelled to stick another one at the proposed sight? Why? Is the demand really there? Don't think so.

Planning Commissioners Jerry Rauch and Michael Hutson said it right in the Troy Times article. They are concerned about the glut of vacancies in the area. YES!! Will you other commissioners pay attention! Look for yourselves! We north Troy residents have to look at these "eye-sores" everyday.

Furthermore, is there a need to destroy this wooded parcel of land on the cited corner. Is it necessary to destroy every wooded parcel of land in Troy for more concrete vacant buildings ? You are responsible to the City of Troy residents to do the right thing even if it means saying NO at this time to a developer.

Please recognize your responsibility to the city, and reconsider this proposed development!

Thank you,
Rick

From: lintroy2015@gmail.com
To: [Planning](#)
Subject: Long Lake /Crooks Development
Date: Tuesday, August 9, 2022 10:22:34 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

After streaming tonight's meeting, I want to express my thanks and appreciation to the Planning Board, and especially to Ms Malalahalli & Ms Perakis. And to all who realized the developers did not hear the board. Please continue to protect Troy's last oasis from short sighted development.

Why would a developer think Troy residents want another boring, overcrowded Big Beaver/Crooks corner? Or a KMart headquarters corner? Troy's office parking lots still show lack of work force returning.

Are ten-story buildings necessary in that development?

Troy needs green spaces. It's difficult to maintain trees and plants in areas covered in concrete and asphalt. It's great that so many new trees were planted along Northfield Parkway this year.

The board's job is not easy. Thank you for the hours spent at meetings and in preparations. Each board member's words and actions leave their mark on our city.

Thank you.
Ellen Schmidt
1745 Brentwood Dr

Sent from my iPhone

From: steveandlisabarnett@yahoo.com
To: [Planning](#)
Subject: The Long Lake & Crooks PUD: Planned Unit Developments-PUD-030
Date: Friday, August 5, 2022 8:58:20 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Board members,

RE: The Long Lake & Crooks PUD: Planned Unit Developments-PUD-030

I sincerely hope that you will not consider this property for commercial development. We have to preserve the remaining green spaces in this beautiful City of Troy. This area is a natural habitat for our wildlife and greatly enhances our neighborhood with its natural beauty. It is also a very popular area to walk and exercise. My wife and I love to walk our dog past the woods, enjoying nature.

We feel that there is already an abundance of newer vacant commercial properties in Troy, why do we need to build more? I urge you to please preserve this beautiful and natural habitat that our neighborhood loves so much and enjoys.

Sincerely,

Stephen Barnett
4344 Bender Court
Troy, MI 48098
248-641-8098

From: [crystal geiser](#)
To: [Planning](#)
Subject: Planning commission meeting 8.9.22
Date: Monday, August 8, 2022 3:53:55 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

I am a lifelong resident of Troy and have heard about the request that has been made to re-zone a parcel of land at Long Lake and Crooks to allow for more development and a 10 story building. **I would like my voice to be heard in this matter that I am firmly against allowing this.** Our city is currently full of unused office spaces with "for lease" signs everywhere. Creating more space for this purpose would be irresponsible. Additionally, the idea of overwhelming our city with a 10 story building would not do anything more than create an eye-sore. Troy has been a city where everyone wants to live. We have the perfect combination of enough businesses to be convenient and offer jobs while still having green spaces and a feeling of calm. Adding unnecessary huge buildings sets the precedent for others to start wanting to do that as well and turn our safe, family city into nothing but unused sky-scrapers. This piece of land was zoned specifically and purchased knowing what it was zoned for. There is no reason to change it and negatively impact all the residents of Troy to appease a big business who has no vested interest in the wellbeing of the residents here.

Thank you for your consideration in this matter.

Crystal Geiser
5207 Cardinal Dr.
Troy, MI

From: [Karen Liska](#)
To: [Planning](#)
Subject: Long Lake & Crooks PUD
Date: Friday, August 5, 2022 12:36:00 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Planning Commission:

My husband and I just purchased a new home in Troy in July at Long Lake and Rochester Roads. We are looking forward to moving into our new neighborhood and watching our children grow and thrive in our new community. One of the draws for us to the area was the abundance of nature, both in the specific segments set aside (such as the Stage Nature Center) and in the naturally-occurring wooded landscapes around the city. Therefore, it was with great concern that I learned about the proposed re-zoning of one of the few remaining large parcels of wooded land. Specifically the Long Lake & Crooks PUD, which seeks re-zoning from "O" to "PUD" along with variances of development use, maximum height and gross square footage. I urge the Commission to consider the safety, health and welfare risks inherent to this request.

While the current zoning is "O" and we understand office development in that area could also impact the wildlife and health of the area, the demands on the land placed by the proposed development do far more to tax the natural resources and impact the experience of residents. There are also concerns about traffic safety and density, and of course increased carbon emissions and health risks, from such a large proposed development. The proposed shifts (such as allowing 10 story buildings on that land) would also alter the character of that neighborhood away from the residential character we specifically sought out and that other neighbors enjoy for their families. The domino effects of granting this proposal also matter: will other building owners bordering residential areas seek to increase their building sizes?

We chose Troy for its nature, and for a place where we and our children can bike in residential neighborhoods and explore with freedom. We enjoy visiting the businesses on Big Beaver Road, and are grateful for the contributions of industry and government buildings in other sections of the city designed for those uses. To take a parcel that is 80% wooded and allow a development that is wholly out of character for the neighborhood in which it sits will have an outsize impact on the experience of living in the city from the perspectives of the environment, safety, and resident welfare. I would urge the Commission to reach a decision in this matter that preserves the natural resources and character of the neighborhood. There are many examples around the world of developments that allow nature and industrial progress and residential use to co-exist, and I am certain a city like Troy that is known for its innovation and ingenuity as much as it is known as a place where families can grow and thrive can facilitate such a plan. As Tony Antone said himself in an interview with *Crain's Detroit Business*, <https://www.crainsdetroit.com/voices-kirk-pinho/real-estate-insider-weighing-fate-gateway-north-troy>, "there's just so few parcels left like this." If this *is* to become the "Gateway to North Troy," let's make sure it's a gateway that residents want to stay within and not exit from.

Thank you,

Karen Liska

1152 Mayberry

From: [Brent Savidant](#)
To: [Jackie Ferencz](#)
Subject: FW: Please Preserve Our Green Spaces!
Date: Monday, March 1, 2021 4:13:06 PM

Please save in Public Input folder in Long Lake PUD folder.

-----Original Message-----

From: Jackie Ferencz On Behalf Of Planning
Sent: Monday, March 1, 2021 8:54 AM
To: Brent Savidant <SavidantB@troymi.gov>
Subject: FW: Please Preserve Our Green Spaces!

Jackie Ferencz

Administrative Assistant | City of Troy Planning Dept

O: 248.524.3364

-----Original Message-----

From: C Angell <charangell1@gmail.com>
Sent: Saturday, February 27, 2021 5:36 PM
To: Planning <planning@troymi.gov>
Subject: Please Preserve Our Green Spaces!

Hello,

Now, I see in the Troy Times that the proposed development on Crooks and Long Lake, which is in the area where I live, is being proposed as a "maximum flexibility" site.

I no longer see the Troy "City of Tree" signs - I suppose because we no longer are. Which is very sad.

We are losing all our green spaces, which made Troy a beautiful city, reduced noise and pollution.

I agree that we DO NOT NEED MORE BUILDINGS / PLAZA'S in our city.

We need to ensure that IF a site is developed, that developers set aside a green space and leave an area of trees in tact - otherwise, what will happen is Troy will have more ugly office buildings and plaza's with huge For Lease signs, that seem a permanent fixture, on the property. A fountain is not on par with green spaces / trees.

Please take a stand on protecting our green spaces and help protect our environment and beautiful city.

Charlene Angell
6660 Tree Knoll Dr
Troy, MI 48098

From: [Lisa](#)
To: [Planning](#)
Subject: Long lake and Crooks rezoning
Date: Friday, August 5, 2022 9:05:43 AM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Attn: Planning Commission

Re: Long lake and Crooks rezoning

I am a Troy resident and like to voice my opinion on this matter.

We already have so much vacant office space available in Troy. There is not enough demand for this project.

Also, as a resident of this near by proposed project, this is another example of the greenery being taken away. We purchased our home for this reason. We thought Troy would be thoughtful in planning.

Low rise is in place and it should stay that way.

Traffic is already going to be an issue with the Wellington Apartments a mile away.

It is understandable if there is a need. But with so many existing vacancies, it doesn't make sense to disturb 28 acres.

Please do not rezone this land!

Lisa Paglino
248 225-1442
1061 Redding Drive
Troy, MI 48098

Date: August 4, 2022

To: Planning Department

From: Laury Shah

1448 Brentwood Drive

Troy, MI 48098

Re: Long Lake & Crooks PUD- PUD-030

Dear Planning Department and City Council Members,

As a resident in Northfield Hills, my home sits on Northfield Parkway. I am very concerned about the maximum height variance the applicant seeks in this design proposal. The Flagstar Bank building that is on Corporate Drive, directly across from the 24- acre parcel in question, is a low-rise 4 story building. This building is hidden from my residential view due to trees that have grown tall over the years. So, I do not feel that the Flagstar bank is oppressive to me from my residence. If you travel west bound on Long Lake Road from Adams, you cannot visually see the top of the Flagstar bank buildings (starting at 1450 W Long Lake Rd) upon approach. Approaching west on Long Lake to Corporate Drive, I know that seeing tops of green trees and blue sky and clouds is so much more inviting to me in comparison to the oppressive feeling I would feel possibly with a 10-story building. Most of the surroundings from the parcel are residential neighborhoods. Therefore, I think the variance should not be approved and that the number of stories should not exceed 6 stories.

I respectfully want to ask, was the PEA tree reported impartially completed? I know PEA was hired by Kojaian and are working with the city of Troy with respect to allowable tree species, but I really would like to see more trees saved to cover the circumference of the parcel. I would request a thicker density of trees in the circumference of the area. I would like the tops of the trees to be higher than the buildings. This would provide a more peaceful and green space visually.

I understand the newer concept of mixed-use development with the possibility of having a positive effect on our social lives and better usage of space, but with this parcel's very close proximity to I-75, it is going to be loud in that parcel. Especially, with the added proximity directly on a busy intersection (Crooks and Long Lake). From my home, just about 3000 (south) to 4000 feet (west) from the I-75 freeway, it can be very loud and it has gotten louder surprisingly from the newer "sound barriers" built along I-75.

Also, if we allow the variance of maximum building height, will the other many buildings on Corporate Drive and New King Street (currently very many listed for lease with open parking lots) be removed and rezoned for maximum height as well? I would not be in favor of that.

Lastly, I would like to request that a thorough written report of all valuable native plants be listed for public viewing and that the developer allows access to a responsible party to carefully retrieve these

native plants from this parcel before building commences. I know for a fact that a valuable native plant, Joe Pye weed (a valuable pollinator plant) and wild bergamot are on this parcel.

Thank you, Laury Shah

From: [Deanna Vetrone](#)
To: [Planning](#)
Subject: Parcel at Long Lake and Crooks
Date: Friday, August 5, 2022 12:48:38 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission Members,

I am writing to implore you to do everything you can to save the 24 wooded acres at the corner of Long Lake and Crooks. I still do not understand how land can be clear cut when scientist after scientist continues to warn us about the loss of trees and natural habitats and global warming. Troy should have established a land preserve years ago so this land could have been purchased and preserved. We do not need more offices in a city where offices lay empty and the future of office work is more remote than in person. I moved to Troy when I was a little girl in 1977 and the loss of farms and woods has been devastating to the quality of life in this city. Those woods support so many animals and plants and help to make living in the city healthier and more tolerable. Please, if you cannot stop the development, then please only allow minimal development with the largest amount of preserved trees.

Sincerely,

Deanna Vetrone
5798 Faircastle Drive
Troy 48098

From: [Amanda Winters](#)
To: [Planning](#)
Subject: Long lake and crooks
Date: Tuesday, August 9, 2022 10:19:53 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This parcel of land needs to be left as a green space. Troy needs more green space. Not condos, not more business, not more housing! Just stop building out every last inch of Troy!

Amanda Winters
Troy resident for 42 years.
2971 Quail Run Drive
Troy, Mi 48098

Sent from my iPhone

Salim Huerta Jr

PARCEL 88-20-08-477-001

From: Monika <moonbirdm@gmail.com>
Sent: Sunday, August 21, 2022 4:52 PM
To: Planning
Subject: PUD2020-0018 Northwest corner of Long Lake and Crooks

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners,

This is regarding tearing down the little bit of forest that Troy has left to offer. There are so many office buildings that glut this area already. Why add more buildings that will end up being mostly empty? There have been low vacancy rates even prior to COVID-19 in office buildings. I've worked in the area for 15 years and have seen the empty buildings and parking lots over those 15 years.

Tearing down trees that provide health benefits to Troy residents appears uncaring.
"Spending time around trees and looking at trees reduces stress, lowers blood pressure and improves mood. Numerous studies show that both exercising in forests and simply sitting looking at trees reduce blood pressure as well as the stress-related hormones cortisol and adrenaline." [Immerse Yourself in a Forest for Better Health - NYS Dept. of Environmental Conservation](#)

Building more parking lots and even adding a parking structure is disturbing. Just take a drive on Corporate Drive and look at all the empty parking lots and all the For Lease signs that clutter this road. Adding non-permeable parking lots and more concrete to the area will exacerbate the issues with the storm water system. These trees and shrubs manage rainwater runoff.

"Trees are increasingly recognized for their importance in managing runoff. Their leaf canopies help reduce erosion caused by falling rain. They also provide surface area where rain water lands and evaporates. Roots take up water and help create conditions in the soil that promote infiltration."
[Soak Up the Rain: Trees Help Reduce Runoff | US EPA](#)

I'm including a snippet of the area which shows how much this area has been over developed already and hasn't met expectations:

8. Trees also help to **reduce carbon emissions** by helping to conserve energy. For example, the correct placement of trees around buildings can reduce the need for air conditioning by 30 percent, and reduce winter heating bills by 20-50 percent.
9. Planning urban landscapes with trees can **increase property value**, by up to 20 percent, and attract tourism and business.

From: [Cindy D](#)
To: [Planning](#)
Subject: PUD Project
Date: Tuesday, January 12, 2021 8:27:15 PM

Good Evening,

I love what Ms. Perakis proposed. I remember telling you back in 2016 that I like being able to walk to Starbucks from Northfield Pkwy. Our kids use to ride their bikes to get frozen yogurt. Make it a place to go for the already occupied offices and for the local neighborhoods.

When I saw their proposal I hated it. My neighbor disliked it. This is an opportunity to create something special and lasting.

Thank you,

Cindy Desmon
Troy Resident

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as the 483rd amendment to the Zoning District Map of the Code of the City of Troy.

Section 2. Amendment

Section 4.02 of Chapter 39 is hereby amended to permit the zoning map of said code to be, and the same is hereby amended to delineate the subject parcel as PUD (Planned Unit Development), specifically parcel 88-20-08-477-001.

The subject property is located on the southwest corner of Long Lake Road and Crooks Road, in section 8, within the O (Office) District, being approximately 24.88 acres in size.

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

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

Section 5. Severability Clause

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

Section 6. Effective Date

This amendment to the Zoning Ordinance shall take effect seven (7) days after publication, which shall be published within 15 days of adoption, as required the Michigan Zoning Enabling Act (Act 110 of 2006).

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a regular meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, Michigan, on Monday, the 13th day of March, 2023.

Ethan Baker, Mayor

M. Aileen Dickson, MMC, MiPMC II
City Clerk

PUBLISHED:



500 West Big Beaver
Troy, MI 48084
troymi.gov

E-02

CITY COUNCIL AGENDA ITEM

Date: March 1, 2023

To: Mark F. Miller, City Manager

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

Subject: PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 257) – Places of Worship

The attached draft zoning ordinance text amendment is related to the regulation of places of worship in the City of Troy. The attached memo explains the proposed revisions.

The City of Troy is obligated to comply with the Stipulation and Order to Resolve Motion for Additional Relief (see attached). This Order relates to settlement of the Adam case (Civil Action No. 19-cv-12736).

Specifically, the Order required the City to take the following actions:

- “Within seven (7) days of the signature date on this Order, Troy shall annotate its Zoning Ordinance so that it states the following in bold and capitalized font in the margin next to § 4.21: **“ON 3/18/2022 A FEDERAL COURT RULED THAT PLACES OF WORSHIP ARE PERMITTED AS OF RIGHT IN THE CF DISTRICT”**”. This requirement was met (see attached).
- “Within seven (7) days of the signature date on this Order, Troy shall annotate its Zoning Ordinance so that it states the following in bold and capitalized font in the margin next to §§ 6.21(E)-(F): **“ON 3/18/2022 A FEDERAL COURT RULED THAT §§ 6.21(E)-(F) ARE UNENFORCEABLE”**”. This requirement was met (see attached).
- “Within seven (7) days of the signature date on this Order, Troy shall prominently place the following statement on its website: “On 3/18/2022, a federal court ruled that Zoning Ordinance §§ 6.21(E)-(F) are unenforceable against any religious assembly or institution and ruled that Zoning Ordinance § 4.21 permits places of worship as of right in the Community Facilities district. The City must abide by the Court’s order.”” This requirement was met (see attached).
- “Troy’s administrative officials shall recommend that the Troy Planning Commission and the Troy City Council approve a text amendment to the Zoning Ordinance that shall repeal the provisions of §§ 6.21(E)-(F) that impose 50-foot setbacks for all yards for places of worship and prohibit parking within those yards and which shall amend § 4.21 to allow places of worship as a permitted use in the CF zoning district. Within two (2) weeks of the signature date on this Order, Troy shall initiate the process to enact said amendment in accordance with the Michigan”. The attached draft provisions comply with these requirements.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

A draft text amendment was prepared by Carlisle/Wortman Associates, Inc. with input provided by the City Attorney and Community Development Director. The Planning Commission held a public hearing for this item on January 10, 2023 and recommended approval by a vote of 8-1.

A public hearing is scheduled for March 13, 2023.

Legal Review

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

Attachments:

1. Stipulation and Order to Resolve Motion for Additional Relief.
2. Verbiage added to Section 4.21 and 6.21 of Chapter 39 Zoning Ordinance.
3. Verbiage added to City website.
4. Memo prepared by Carlisle Wortman Associates, Inc.
5. Minutes from January 10, 2023 Planning Commission Regular meeting.
6. City Council Public Hearing Draft ZOTA 257.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

| | | |
|----------------------------------|---|------------------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | |
| Plaintiff, |) | Civil Action No. 19-cv-12736 |
| |) | Hon. Nancy G. Edmunds |
| v. |) | Mag. Judge David R. Grand |
| |) | |
| |) | |
| CITY OF TROY, MICHIGAN |) | |
| |) | |
| Defendant. |) | |

STIPULATION AND ORDER TO RESOLVE
MOTION FOR ADDITIONAL RELIEF

The United States and the City of Troy (“Troy”) (together, the “Parties”), through this Stipulation and Proposed Order, agree to the following:

1. The United States’ Motion for Additional Relief Under Federal Rule of Civil Procedure 59(e) – ECF No. 57 – is withdrawn without prejudice.
2. Troy’s administrative officials shall recommend that the Troy Planning Commission and the Troy City Council approve a text amendment to the Zoning Ordinance that shall repeal the provisions of §§ 6.21(E)-(F) that impose 50-foot setbacks for all yards for places of worship and prohibit parking within those yards and which shall amend § 4.21 to allow places of worship as a permitted use in the CF zoning district. Within two (2) weeks of the signature date on this Order, Troy shall initiate the process to enact said amendment in accordance with the Michigan

Zoning Enabling Act, MCL 125.3101, *et seq.*, and Article 16 of the Troy Zoning Ordinance and shall make every effort to ensure that there are no delays in the process.

3. Within seven (7) days of the signature date on this Order, Troy shall annotate its Zoning Ordinance so that it states the following in bold and capitalized font in the margin next to §§ 6.21(E)-(F): **“ON 3/18/2022 A FEDERAL COURT RULED THAT §§ 6.21(E)-(F) ARE UNENFORCEABLE”**.

4. Within seven (7) days of the signature date on this Order, Troy shall annotate its Zoning Ordinance so that it states the following in bold and capitalized font in the margin next to § 4.21: **“ON 3/18/2022 A FEDERAL COURT RULED THAT PLACES OF WORSHIP ARE PERMITTED AS OF RIGHT IN THE CF DISTRICT”**.

5. Within seven (7) days of the signature date on this Order, Troy shall replace any public facing version of Troy’s Zoning Ordinance (on its website or otherwise) with the annotated copies.

6. Within seven (7) days of the signature date on this Order, Troy shall prominently place the following statement on its website (https://troymi.gov/departments/city_attorney/code_table_of_contents.php#outer-79): “On 3/18/2022, a federal court ruled that Zoning Ordinance §§ 6.21(E)-(F) are unenforceable against any religious assembly or institution and ruled that Zoning

Ordinance § 4.21 permits places of worship as of right in the Community Facilities district. The City must abide by the Court's order."

7. Troy shall maintain its Zoning Ordinance and website consistent with Paragraphs 3-6 unless and until it approves and enacts the zoning amendment or a similar amendment with the same substantive provisions as described in Paragraph 2.

8. If Troy fails to approve and enact the aforesaid zoning amendment or a similar amendment with the same substantive provisions as described in Paragraph 2 within five (5) months of the signature date on this Order, the United States may renew its Motion for Additional Relief Under Federal Rule of Civil Procedure 59(e) or move the Court to impose any remedy authorized by law or equity, including, but not limited to, findings of contempt, an order requiring specific performance, or an award of any damages, costs, and reasonable attorneys' fees that may have been occasioned by Troy's failure to perform. Troy agrees to waive all affirmative defenses, including the statute of limitations, when responding to any such motion. The Parties also agree that venue in this Court is appropriate.

SO ORDERED.

Dated: November 23, 2022

s/ Nancy G. Edmunds
NANCY G. EDMUNDS
UNITED STATES DISTRICT JUDGE

Respectfully Submitted,

For Plaintiff the United States:

DAWN N. ISON
United States Attorney
Eastern District of Michigan

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief

/s/ Shannon Ackenhausen
SHANNON M. ACKENHAUSEN
(P83190)
Assistant United States Attorney
Acting Chief, Civil Rights Unit
United States Attorney's Office
Eastern District of Michigan
211 W. Fort Street, Suite 2001
Detroit, Michigan 48226
Phone: (313) 226-9730
Facsimile: (313) 226-3271
Shannon.Ackenhausen@usdoj.gov

/s/ Abigail Marshak
TIMOTHY J. MORAN
Deputy Chief
ABIGAIL B. MARSHAK
(NY 5350053)
KATHERINE A. RAIMONDO
(DC 985157)
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
4 Constitution Square / 150 M Street NE
Washington, DC 20530
Phone: (202) 514-1968
Facsimile: (202) 514-1116
Abigail.Marshak@usdoj.gov

Dated: November 23, 2022

For Defendant City of Troy:

/s/ with consent of Allan Motzny
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P 37580)
City of Troy City Attorney's Office
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3320
MotznyAT@troymi.gov

Dated: November 23, 2022

SECTION 4.21 SCHEDULE OF USE REGULATIONS

A. In all Districts, no **building** or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided in this Article.

B. The Schedule of Use Regulations identifies uses as follows:

1. "P" identifies uses permitted as of right.
2. "S" identifies uses requiring special approval.
3. "A" identifies accessory uses.
4. "NP" identifies uses not permitted.

ON 3/18/2022 A FEDERAL COURT RULED THAT PLACES OF WORSHIP ARE PERMITTED AS OF RIGHT IN THE CF DISTRICT

| Uses | Districts | | | | | | | | | | | | | | |
|--|-------------------|----|----|----|-----|----|----|----|----|----|----|----|----|----|----|
| | R-1A through R-1E | RT | MF | UR | MHP | CF | EP | CB | GB | IB | O | OM | RC | PV | P |
| Residential | | | | | | | | | | | | | | | |
| One-family dwellings | P | P | P | P | P | P | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| Two-family dwellings | NP | P | P | P | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| One-family attached dwellings | NP | P | P | P | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| Home occupations | A | A | A | A | A | A | NP | A | A | A | NP | A | NP | NP | NP |
| Multiple-family dwellings (2-8 stories) | NP | NP | P | P | NP | NP | NP | NP | NP | P | NP | NP | NP | NP | NP |
| Multiple-family dwellings (9+ stories) | NP | NP | NP | P | NP | NP | NP | NP | NP | P | NP | NP | NP | NP | NP |
| Multiple-family dwellings (on upper floors only in a mixed-use building) | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | P | NP | NP | NP |
| Senior assisted/independent living | S | S | P | P | NP | S | NP | P | P | P | NP | P | NP | NP | NP |
| Live/work units | NP | NP | P | P | NP | NP | NP | P | P | P | NP | P | NP | NP | NP |
| Bed and breakfast | S | S | S | S | S | NP | NP | NP | NP | NP | NP | NP | NP | NP | NP |
| Recreation | | | | | | | | | | | | | | | |
| Publicly owned and operated parks, parkways, and recreational facilities | P | P | P | P | P | P | NP | P | P | P | P | P | P | NP | NP |
| Golf courses | S | S | S | S | S | S | NP | S | S | S | NP | NP | NP | NP | NP |
| Swimming pool clubs | S | S | S | S | S | S | NP | S | S | S | NP | NP | NP | NP | NP |
| Institutional | | | | | | | | | | | | | | | |
| Primary/secondary schools | S | S | S | S | S | P | NP | P | P | P | P | P | P | NP | NP |
| Places of worship | S | S | S | S | S | S | NP | P | P | P | P | P | P | NP | NP |
| Publicly owned/operated office and service facilities | S | S | S | S | S | P | NP | P | P | P | P | P | P | P | P |
| Convalescent centers | NP | NP | S | S | NP | P | NP | P | P | P | P | P | NP | NP | NP |
| Fine and performing arts facilities | NP | NP | NP | NP | NP | P | NP | P | P | P | NP | S | NP | NP | NP |

- C. The site shall have frontage on and primary access to a [major](#) or [minor arterial](#).
- D. Buildings of greater than the maximum height allowed in the District in which a [place of worship](#) is located, may be allowed provided that the [front](#), [side](#) and [rear yards](#) are increased one (1) foot for each foot of building height which exceeds the maximum height allowed.
- E. [Front](#), [side](#) and [rear yard](#) setbacks shall be a minimum of fifty (50) feet.
- F. Parking shall not be permitted in the required [yards](#) adjacent to any public [street](#) or adjacent to any land zoned for residential purposes, other than that which is developed or committed for uses other than the construction of residential dwellings. Such yards shall be maintained as landscaped [open space](#).
- G. Traffic from events, including church worship services and other large assemblies, shall be controlled so as not to create congestion or unreasonable delays on the public [street](#).

ON 3/18/2022, A FEDERAL COURT RULED THAT §§ 6.21(E)-(F) ARE UNENFORCEABLE

SECTION 6.22 POST-SECONDARY SCHOOLS

- A. All ingress and egress from said site shall be directly on to a [major arterial](#).
- B. No [building](#) shall be closer than eighty (80) feet to any property line that is residentially zoned or used. In all other cases, front, side, and rear setbacks shall be a minimum of forty (40) feet.
- C. Off-street parking areas shall be located at least fifty (50) feet from any residential property line.
- D. Those [buildings](#) to be used for servicing or maintenance, such as heating plants, garages, and storage structures shall be screened from view of residentially zoned or used property, in accordance with the standards set forth in [Section 13.02.B](#).

SECTION 6.23 PRIMARY/SECONDARY SCHOOLS

- A. All outdoor play areas shall be located in the rear or side yards only and shall be enclosed with a durable fence six (6) feet in height, or four (4) feet in height if adjoining a right-of-way.
- B. All required state and local licenses, charters, permits and similar approvals shall be issued prior to occupancy for any educational purposes and shall be maintained in good standing.



Code Table of Contents

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**Lori Grigg
Bluhm**

P: 248.524.3320

E: [Email Us](#)

City Attorney

[Code & Charter](#)

[Forms, Applications,
and Permits](#)

[Frequently Asked Questions](#)

On 3/18/2022, a federal court ruled that Zoning Ordinance Sections 6.21(E)-(F) are unenforceable against any religious assembly or institution and ruled that Zoning Ordinance Section 4.21 permits places of worship as of right in the Community Facilities district. The City must abide by the Court's order.

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8 documents

TITLE III - PARKS AND PUBLIC GROUNDS ▼

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TITLE IV - STREETS AND SIDEWALKS ▼

4 documents

TITLE V - ZONING AND PLANNING ▼

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TITLE VI - FOOD AND HEALTH ▼

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TITLE VII - BUSINESS AND TRADES ▼

21 documents

TITLE VIII - BUILDING REGULATIONS ▼

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TITLE IX - POLICE REGULATIONS ▼

19 documents

TITLE X - TRAFFIC ▼

1 document





Carlisle | Wortman
ASSOCIATES, INC.

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

To: Troy Planning Commission
Brent Savidant, AICP

From: Ben Carlisle, AICP

Date: December 27, 2022

RE: Places of Worship

The City has recently resolved the remaining issues with the Department of Justice and settled its case with ADAM Community Center that involved the Religious Land Use and Institutionalized Persons Act (RLUIPA). RLUIPA protects individuals, houses of worship, and other religious institutions from discrimination in zoning and land regulations. RLUIPA prohibits zoning and land regulations that substantially burden the religious exercise of churches or other religious assemblies or institutions absent the least restrictive means of furthering a compelling governmental interest. RLUIPA is not a blanket exemption from zoning laws. However, RLUIPA prohibits a local government from applying zoning laws or regulations in a way that:

- a. Substantially burdens religious exercise without a compelling justification pursued through the least restrictive means;
- b. Treats religious uses less favorably than nonreligious assemblies and institutions;
- c. Discriminates based on religion or religious denomination; or
- d. Totally or unreasonably restricts religious uses in the local jurisdiction.

With regards to land use regulations, the most common RLUIPA violation is placing land use regulations on religious institutions that do not apply to similar nonreligious places of assembly and institutions. Nonreligious assemblies and institutions in the City Zoning Ordinance include libraries, theaters, assembly halls, concert halls, halls for private clubs, recreational clubs and centers, fraternal order halls, lodge halls, civic organizations, unions and membership halls, schools, and government buildings.

We took a comprehensive view of the Zoning Ordinance and recommend specific zoning amendments. For this memo, each proposed amendment has three parts: A) the ordinance section number, page number, and existing ordinance language; B) details outlining the proposed text amendment and explanation as to why the amendment is warranted; and C) proposed amended language. Removed text is ~~struck through~~ and proposed new text is **red** and underlined.

Amendments:

1. **A. Section 4.21: Schedule of Use Regulations:** Currently, the Schedule of Use table requires that places of worship are a Special Use in the Community Facility District. Similar nonreligious assembly uses such as primary / secondary schools, fine and performing arts Facilities, post-secondary schools are permitted uses.

B. Issue: Treating religious uses less favorably than nonreligious assemblies and institutions by requiring them to obtain a Special Use could be subject to challenge under RLUIPA. By making places of worship a permitted use in the Community Facility District treats the use in a similar manner to other assembly uses.

C. Proposed Amendment:

Make places of worship a “permitted use” in the Community Facility District.

| Uses | R-1 | RT | MF | UR | MHP | CF | EP | CB | GB | IB | O | OM | RC | PV | P |
|--|-----|----|----|----|-----|-----|----|----|----|----|----|----|----|----|----|
| Places of Worship | S | S | S | S | S | S P | NP | P | P | P | P | P | P | NP | NP |
| Primary / Secondary Schools | S | S | S | S | S | P | NP | P | P | P | P | P | P | NP | NP |
| Fine and Performing Arts Facilities | NP | NP | NP | NP | NP | P | NP | P | P | P | NP | S | NP | NP | NP |
| Post Secondary Schools | NP | NP | NP | NP | NP | P | NP | P | P | P | P | P | P | NP | NP |
| Health Fitness Center | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | A | NP | NP | NP |
| Indoor Commercial Recreation | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | NP | NP | NP | NP |
| Private Clubs, Fraternal Organization, and Lodge Halls | NP | NP | NP | NP | NP | S | NP | S | S | P | S | S | NP | NP | NP |
| Theaters and Places of Assembly | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | S | S | NP | NP |

2. **A. Section 6.21: Places of Worship:** Section 6.21 establish specific use standards for Places of Worship. Standards include access, setback, and parking location requirements.

B. Issue: There are specific use standards that are applied to places of worship that are not applied to similar assembly uses.

- Specific use standards for a place of worship require that *facilities incidental to the main religious sanctuary must be used for church, worship, or religious education purposes, in a manner which is consistent with residential zoning and compatible with adjacent residential property*. This requirement does not apply to other similar assembly uses. Furthermore, the requirement that the

incidental facilities are used in a manner “which is consistent with residential zoning and compatible with adjacent residential property” may be deemed subjective and difficult to quantify.

- A place of worship is required to meet a 50-foot setback along all property lines. This requirement does not apply to other similar assembly uses. Furthermore, people today are worshiping in different ways and in different locations than previously. Traditional places of worship were often large free-standing buildings on larger lots, where the 50-foot setback was easy to meet. Modern places of worship are done in smaller spaces, in office parks, commercial strip centers, and other retrofit locations. The 50-foot setback provision severely restricts these non-traditional worship locations and reuse and retrofitting of existing buildings cannot often meet the 50-foot setback.
- Parking is not allowed between a place of worship building and a street, and in any yard adjacent to residential. Again, this requirement does not apply to other similar assembly uses. Furthermore, these parking restrictions for places of worship severely restrict non-traditional worship locations. We suggest replacing this language by allowing parking in front, side, and rear yards with a required 20-foot landscaped setback. This language is consistent with parking requirements for similar uses.
- A place of worship must have frontage and access to a major or minor arterial. This standard is consistent with similar assembly uses such as schools. However, there may be instances where a place of worship is able to locate on a non-arterial street and such use can mitigate negative impacts such as traffic, noise, and hours of operation. We suggest adding language that allows the Planning Commission the ability waive this requirement as part of the site plan review process.

Outlined below are proposed amendments to ensure consistency of regulations with other like assembly uses.

C. Proposed Amendment:

SECTION 6.21 PLACES OF WORSHIP

- A. All religious activities shall take place in a fully enclosed building except as may be approved by the City.
- B. ~~Facilities incidental to the main religious sanctuary must be used for church, worship, or religious education purposes, in a manner which is consistent with residential zoning and compatible with adjacent residential property.~~ Associated uses on the site such as recreation centers, retreat facilities, conference centers, schools, convents, and others shall meet all requirements of this Ordinance for such uses.
- C. The site shall have frontage on and primary access to a major or minor arterial. In residential districts, this requirement may be waived by the Planning Commission if the applicant is able to demonstrate that impacts such as but not

limited to traffic, parking, noise, and hours of operations, do not negatively impact adjacent properties.

1. Parking is permitted in front, side, and rear yards provided there is compliance with the landscape requirements of Section 13.02.
2. Traffic from events, including church worship services and other large assemblies, shall be controlled so as not to create congestion or unreasonable delays on the public street.

D. Buildings of greater than the maximum height allowed in the District in which a place of worship is located, may be allowed provided that the front, side and rear yards are increased one (1) foot for each foot of building height which exceeds the maximum height allowed.

~~E. Front, side and rear yard setbacks shall be a minimum of fifty (50) feet.~~

~~F. Parking shall not be permitted in the required yards adjacent to any public street or adjacent to any land zoned for residential purposes, other than that which is developed or committed for uses other than the construction of residential dwellings.~~

I look forward to discussing this memo at your upcoming meeting.



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

ZONING ORDINANCE TEXT AMENDMENT

5. **PUBLIC HEARING – ZONING ORDINANCE TEXT AMENDMENT (File Number ZOTA 257)** – Places of Worship

Ms. Dufrane introduced proposed revisions to the Zoning Ordinance relating to places of worship because of a Zoning Board of Appeals litigation decision. She stated a Federal District Court Judge made known that portions of Sections 4.21 and 6.21 of the Zoning Ordinance are not enforceable as written. Ms. Dufrane emphasized the proposed revised text is not a directive from the Court but that the proposed revisions were drafted by the administration after a comprehensive review.

There was discussion, some comments related to:

- Proposed revisions as relates to the protection of residentially zoned properties; i.e., parking, setbacks, frontage and access to major or minor arterial roads.
- Zoning Ordinance definition of places of worship.
- Charge of the Zoning Administrator to interpret the Zoning Ordinance.
- Intent is to apply similar treatment to both religious institutions and nonreligious places of assembly and institutions.

Ms. Perakis stated she is not personally prepared this evening to recommend the text revisions as proposed.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2023-01-003

Moved by: Faison

Seconded by: Tagle

RESOLVED, That the Planning Commission hereby recommends to the City Council that Articles 4 and 6 of Chapter 39 of the Code of the City of Troy, which includes provisions related to places of worship, be amended as printed on the proposed Zoning Ordinance Text Amendment.

Discussion on the motion on the floor.

Chair Lambert said he is happy the City came forth with language that both eliminates some of the discriminatory language in the City's Zoning Ordinance and at the same time protects the residential areas that might be impacted.

Vote on the motion on the floor.

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

MOTION CARRIED

CITY COUNCIL PUBLIC HEARING DRAFT
CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 39, Zoning Ordinance, of the Code of the City of Troy.

Section 2. Amendments

Chapter 39 of the Code of the City of Troy is amended as follows:

Amend Section 4.21 Schedule of Regulations to read as follows: (Underlining and Strikeout Denotes Changes)

| Uses | R-1 | RT | MF | UR | MHP | CF | EP | CB | GB | IB | O | OM | RC | PV | P |
|--|-----|----|----|----|-----|-----------------------|----|----|----|----|----|----|----|----|----|
| Places of Worship | S | S | S | S | S | <u>S</u> P | NP | P | P | P | P | P | P | NP | NP |
| Primary / Secondary Schools | S | S | S | S | S | P | NP | P | P | P | P | P | P | NP | NP |
| Fine and Performing Arts Facilities | NP | NP | NP | NP | NP | P | NP | P | P | P | NP | S | NP | NP | NP |
| Post Secondary Schools | NP | NP | NP | NP | NP | P | NP | P | P | P | P | P | P | NP | NP |
| Health Fitness Center | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | A | NP | NP | NP |
| Indoor Commercial Recreation | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | NP | NP | NP | NP |
| Private Clubs, Fraternal Organization, and Lodge Halls | NP | NP | NP | NP | NP | S | NP | S | S | P | S | S | NP | NP | NP |
| Theaters and Places of Assembly | NP | NP | NP | NP | NP | NP | NP | P | P | P | NP | S | S | NP | NP |

Amend Section 6.21 to read as follows: (Underlining and Strikeout Denotes Changes)

SECTION 6.21 PLACES OF WORSHIP

- A. All religious activities shall take place in a fully enclosed building except as may be approved by the City.
- B. ~~Facilities incidental to the main religious sanctuary must be used for church, worship, or religious education purposes, in a manner which is consistent with residential zoning~~

~~and compatible with adjacent residential property.~~ Associated uses on the site such as recreation centers, retreat facilities, conference centers, schools, convents, and others shall meet all requirements of this Ordinance for such uses.

- C. The site shall have frontage on and primary access to a major or minor arterial. In residential districts, this requirement may be waived by the Planning Commission if the applicant is able to demonstrate that impacts such as but not limited to traffic, parking, noise, and hours of operations, do not negatively impact adjacent properties.
1. Parking is permitted in front, side, and rear yards provided there is compliance with the landscape requirements of Section 13.02.
 2. Traffic from events, including church worship services and other large assemblies, shall be controlled so as not to create congestion or unreasonable delays on the public street.
- D. Buildings of greater than the maximum height allowed in the District in which a place of worship is located, may be allowed provided that the front, side and rear yards are increased one (1) foot for each foot of building height which exceeds the maximum height allowed.
- ~~E. Front, side and rear yard setbacks shall be a minimum of fifty (50) feet.~~
- ~~F. Parking shall not be permitted in the required yards adjacent to any public street or adjacent to any land zoned for residential purposes, other than that which is developed or committed for uses other than the construction of residential dwellings.~~

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

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

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect, and any such ruling shall not affect any other provisions of this Ordinance not specifically included in such ruling.

Section 6. Effective Date

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

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the _____ day of _____, 2023.

Ethan Baker, Mayor

M. Aileen Dickson, CMC, City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM

Date: March 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Frank Nastasi, Chief of Police
Thomas Gordon, Police Captain
Nathan Gobler, Police Lieutenant
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract
Flock Safety Cameras, Troy Police Department

History

Automated license plate readers (ALPR) are high-speed, computer-controlled camera systems that are typically mounted on street poles, streetlights, highway overpasses, mobile trailers, as well as attached to Police vehicles. ALPR's automatically capture all license plate numbers that come into view, along with the location, date, and time.

According to a study from The Police Journal, ALPR systems are effective in improving the efficiency of Police Officers because at least 70% of crimes involve the use of a motor vehicle. ALPR systems scan license plates continuously and automatically, using optical character recognition software to translate the scans into text and compare the result against one or more "hotlists" loaded into the system which includes stolen vehicles, kidnappings, robberies, missing persons and violent felonies. ALPR's are currently being used by the Auburn Hills, Madison Heights, Sterling Heights, Michigan State, Royal Oak and Southfield Police Departments, as well as the Oakland County Sheriff's Office.

On October 3, 2022, City Council approved the purchase of ALPR to be implemented in our patrol in-car cameras under Resolution #2022-10-142-J-4a. Since implementation in November 2022, ALPR has assisted Troy Police in locating 7 stolen vehicles.

In addition to ALPR, Flock Safety cameras use Vehicle Fingerprint TM technology that captures the vehicle make, color, type, state of the license plate, vehicles with missing plates, covered plates, paper plates, and over 20 unique vehicle details like roof racks and bumper stickers. Thus, Flock Safety cameras can assist in active investigations, locating and identifying suspect vehicles by the make and model, and other details even if the license plates are missing or cannot be readily recognized by call ins from concerned citizens reporting crimes in progress.

Flock Safety cameras can be mounted on street poles and streetlights effectively providing 24/7 surveillance covering major roads and freeway exits to the City of Troy essentially detecting and locating threats entering the City. Also, the software allows investigators to gather evidence related to criminal activity and identify perpetrators.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

History (continued)

Since 2017, Flock cameras have played a critical role in crime reduction and cases solved:

- The reduction of 34% of crime in Marietta, GA from July 2018 to March 2019
- 62% reduction in crime in Cobb County, GA from 2019 vs 2018
- 70% reduction in crime in San Marino, CA in the first 5 months of 2021
- 43% reduction in 2020 in a Dayton, OH neighborhood
- 20% reduction in Type A crimes in Shelby County, TN from 2019 to 2020
- A Community Improvement Districts (CID) around the Atlanta, GA area that welcomes over 1 million visitors each year recorded 46% fewer car break-ins and 25% fewer motor vehicle thefts in 2021 vs 2020

Stolen vehicles recoveries have totaled:

- \$1.5 million+ in Fort Worth, TX
- \$1 million+ in Memorial Villages, TX
- \$1 million+ in Hemet, CA

The estimated completed installation of the Flock Safety cameras and start date is July 1, 2023.

Purchasing

- Pricing for the Flock Safety ALPR camera system has been secured through *Insight Public Sector, Inc. of Chandler, AZ*, the sales agent for Flock Safety, Inc., for an estimated total cost of \$74,050.00 for the first year and \$66,000.00 for the second year as detailed in the attached quote #0225998734, as per OMNIA Partners Cooperative Purchasing Contract #4400006644.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution #2022-11-157).
- Product and installation to be provided directly from the manufacturer, Flock Safety, Inc.

Financial

Funds are budgeted and available in the Police Department operating account as the Flock Safety cameras will be leased and not owed by the City. Expenditures will be charged to account number 101.301.11.305.7802.070 (Contractual Services General).

Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and awarding a contract to *Insight Public Sector, Inc of Chandler, AZ* for the Flock Safety ALPR cameras with Vehicle Fingerprint TM technology, for an estimated total cost of \$74,050.00 for the first year and \$66,000.00 for the second year as detailed in the attached quote, per OMNIA Partners Cooperative Purchasing Contract #4400006644.

It is also recommended that City Council approve the Agreement between the City of Troy and *Flock Group, Inc of Atlanta GA* for the Flock Safety technology platform including software and hardware for automatic license plate detection, monitoring and data recordings.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Legal Review

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



SOLD-TO PARTY 10294550

CITY OF TROY
ALEX BELLAK
500 W BIG BEAVER RD
TROY MI 48084-5254

SHIP-TO

CITY OF TROY
ALEX BELLAK
500 W BIG BEAVER RD
TROY MI 48084-5254

Quotation

Quotation Number : [0225998734](#)
Document Date : 23-FEB-2023
PO Number :
PO release: :
Sales Rep : Mike Stetson
Email : MIKE.STETSON@INSIGHT.COM
Telephone : +16144562121
Sales Rep 2 : Steve Fiester
Email : STEVE.FIESTER@INSIGHT.COM
Telephone : +14801115631

We deliver according to the following terms:

Payment Terms : Credit Card
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

****Must be added to client po**** - This is a 2-year term with an annual payment structure. Flock requires a fee for early termination of contract

Payment 1: \$74,050.00 due Net 30 from the invoice date

Payment 2: \$66,000.00 will be invoiced 1 year from the original purchase date and due NET 30

| Material | Material Description | Quantity | Unit Price | Extended Price |
|------------------------------------|---|----------|------------|----------------|
| PS-IMP-STD-CHEC | ONE-TIME PROFESSIONAL SERVICES ENGAGEMENT. INCLUDES SITE AND SAFETY ASSESSMENT, CAMERA SETUP AND TESTING, AND SHIPPING AND HANDLING IN ACCORDANCE WITH THE FLOCK SAFETY STANDARD IMPLEMENTATION SERVICE BRIEF. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) | 23 | 350.00 | 8,050.00 |
| FLCK-FALCON-2-LE | ACCESS TO LAW ENFORCEMENT GRADE INFRASTRUCTURE-FREE (SOLAR POWER + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY SOFTWARE (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription) | 23 | 2,500.00 | 57,500.00 |
| FLCK-FALCONFLEX-LE | FLOCK GROUP INC LAW ENFORCEMENT GRADE TACTICAL DEPLOYMENT (PORTABLE + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription) | 2 | 3,000.00 | 6,000.00 |

| Material | Material Description | Quantity | Unit Price | Extended Price |
|------------------------------------|---|-------------------|------------|----------------|
| FLCK-ADVS-1 | ADVANCED SEARCH <(><>)>25 FALCONS Coverage Dates: 23-FEB-2023 - 23-FEB-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 1 of 2 - Year 1 invoiced upon receipt of client po (This is a 12 month subscription) | 1 | 2,500.00 | 2,500.00 |
| FLCK-FALCON-2-LE | ACCESS TO LAW ENFORCEMENT GRADE INFRASTRUCTURE-FREE (SOLAR POWER + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT TM TECHNOLOGY SOFTWARE (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 2 – Second year subscription to start 12 months after year 1 start date | 23 | 2,500.00 | 57,500.00 |
| FLCK-FALCONFLEX-LE | FLOCK GROUP INC LAW ENFORCEMENT GRADE TACTICAL DEPLOYMENT (PORTABLE + LTE) LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT TM TECHNOLOGY (PROPRIETARY MACHINE LEARNING SOFTWARE) AND REAL-TIME ALERTS FOR UNLIMITED USERS. OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 2 – Second year subscription to start 12 months after year 1 start date | 2 | 3,000.00 | 6,000.00 |
| FLCK-ADVS-1 | ADVANCED SEARCH <(><>)>25 FALCONS Coverage Dates: 23-FEB-2023 - 23-FEB-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) Year 2 – Second year subscription to start 12 months after year 1 start date | 1 | 2,500.00 | 2,500.00 |
| | | Product Subtotal | | 17,000.00 |
| | | Services Subtotal | | 123,050.00 |
| | | TAX | | |
| | | Total | | 140,050.00 |

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Mike Stetson
+16144562121
MIKE.STETSON@INSIGHT.COM
Fax 6144562160

Steve Fiester
+14801115631
STEVE.FIESTER@INSIGHT.COM
Fax +14807607644

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

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Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

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FLOCK SAFETY FLOWDOWN GOVERNMENT AGENCY TERMS

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department, city, or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

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1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Non-Agency End User(s)**” shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.15 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

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1.16 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the quote, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

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a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s

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provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the

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installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts

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which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the quote and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person.

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Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("**Agency Data**"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental

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order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any

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personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Reserved.**

5.1b **Reserved.**

5.2 **Reserved.**

5.3 **Reserved.**

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Quote (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b **Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Quote (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Quote, this Agreement will automatically renew for successive renewal terms for the length set forth on the Quote (each, a “**Renewal Term**”,*

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and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Quote. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Quote had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

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7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY ’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

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7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS

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DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

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10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Quote(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the

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Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

By executing this Agreement, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained herein.

FLOCK GROUP, INC.

Agency: City of Troy

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Troy Police Department Chaplain Robert Cornwall 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, February 27, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:32 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Edna Abraham
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Ann Erickson Gault
- David Hamilton-Absent
- Ellen Hodorek

Excuse Absent Council Members:

Resolution #2023-02-024

Moved by Baker

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Hamilton at the Regular City Council of February 27, 2023, due to illness.

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek

No: None

Absent: Hamilton

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Public Hearing - Planned Unit Development (File Number PUD 019 JPLN2022-0013) – Proposed Village of Troy PUD, South Side of Long Lake, West of Rochester (Parcels #88-20-15-201-046 and #88-20-15-201-033), Section 15, Currently Zoned RT (One Family Attached Residential), R-1C (One Family Residential) and CB (Community Business) District

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving no public comment.

Resolution #2023-02-025
Moved by Chamberlain-Creanga
Seconded by Erickson Gault

WHEREAS, The applicant, Robertson Brothers Homes, seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Troy Planned Unit Development (PUD), located on the south side of Long Lake, west of Rochester, in Section 15, approximately 20.48 acres in area; and,

WHEREAS, The Village of Troy PUD features 20 detached single-family homes, 56 attached single-family homes (2 stories) and 70 attached townhomes (3 stories); and,

WHEREAS, The PUD provides a walkable urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces; and,

WHEREAS, The PUD provides a compatible mix of open space, landscaped areas and pedestrian amenities, including incorporation of a regional trail way system; and,

WHEREAS, The PUD proposes appropriate land use transitions between the PUD and surrounding properties; and,

WHEREAS, The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities; and,

WHEREAS, The PUD provides a complementary variety of housing types;

BE IT RESOLVED, That CDP Approval and PDP Approval for the proposed Village of Troy PUD, **BE GRANTED**.

BE IT FURTHER RESOLVED, That Troy City Council hereby **GRANTS** CDP Approval and PDP Approval for the proposed amendment to Village of Troy PUD.

BE IT FURTHER RESOLVED, The subject property is hereby **REZONED** to Planned Unit Development (PUD #19).

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the proposed PUD Agreement, attached hereto, subject to further such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the Community Development Director, in consultation with the City Manager and City Attorney.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the PUD Agreement for Village of Troy PUD on behalf of the City; a copy of which 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 Village of Troy PUD 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 pursuant to Section 11.08 of Chapter 39.

Yes: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker
No: None
Absent: Hamilton

MOTION CARRIED

The Meeting **RECESSED** at 8:58 PM.
The Meeting **RECONVENED** at 9:03 PM.

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

| | |
|------------|---|
| Carla Reeb | Commented on the need for the Nature Center agreement to be revised to allow for beer and wine consumption on the premises |
| Jen Peters | Commented on the need for the Historic Village agreement to be revised to allow for beer and wine consumption on the premises |

Motion to Waive City Council Rule of Procedure #14 – Members of the Public and Visitors

Resolution #2023-02-026
Moved by Baker
Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **WAIVES** City Council Rule of Procedure # to allow Mr. Nushaj to speak during Public Comment without having signed up during the required sign-up time.

Yes: Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker, Abraham
No: None
Absent: Hamilton

MOTION CARRIED

| | |
|--------------|------------------------|
| Renis Nushaj | Commented on Item J-3a |
|--------------|------------------------|

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

Mayor Baker commented that City Council will speak about liquor licenses issues during Reports and Communications.

Mayor Baker stated that he is comfortable adjourning into closed session if City Council votes to do so.

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 – Election Commission, Traffic Committee

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2023-02-027

Moved by Chamberlain-Creanga

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Election Commission

Appointed by Council

2 Regular Members and 1 Charter Member

1 Year Term

Nominations to the Election Commission:

Term Expires: 1/31/2024

Stephen Sadlier

Democrat

Term currently held by: Stephen Sadlier

Term Expires: 1/31/2024

Ray Watts

Republican

Term currently held by: Ray Watts
(Republican Party Recommendation)

Yes: Chamberlain-Creanga, Erickson Gault, Hodorek, Baker, Abraham, Brooks

No: None

Absent: Hamilton

MOTION CARRIED

Resolution #2023-02-028
 Moved by Chamberlain-Creanga
 Seconded by Brooks

RESOLVED, That Troy City Council hereby **APPOINTS** the following nominated person(s) to serve on the Boards and Committees as indicated:

Traffic Committee

Appointed by Council
 7 Regular Members
 3 Year Term

Nominations to the Traffic Committee:

| | | |
|---------------------------------------|--|-----------------------|
| <u>Term Expires: 7/31/2023</u> | <u>Deepti Aggarwal</u> | <u>Student</u> |
| | Term currently held by: Tyler Koralewski | |
| <u>Term Expires: 1/31/2026</u> | <u>Richard Kilmer</u> | |
| | Term currently held by: Richard Kilmer | |
| <u>Term Expires: 1/31/2026</u> | <u>Al Petrulis</u> | |
| | Term currently held by: Al Petrulis | |
| <u>Term Expires: 1/31/2026</u> | <u>Peter Ziegenfelder</u> | |
| | Term currently held by: Peter Ziegenfelder | |

Yes: Erickson Gault, Hodorek, Baker, Abraham, Brooks, Chamberlain-Creanga
 No: None
 Absent: Hamilton

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority; b) City Council Nominations – None

a) Mayoral Nominations:

Resolution #2023-02-029
 Moved by Baker
 Seconded by Chamberlain-Creanga

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:

Downtown Development Authority

Appointed by Mayor
 13 Regular Members
 4 Year Term

Nominations to the Downtown Development Authority:**Term Expiring: 9/30/2026 John R. Richards, Jr. In District (Resident Member)**

Term currently held by: Kathleen Garmo resigned 1/12/2023

Yes: Hodorek, Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault
No: None
Absent: Hamilton

MOTION CARRIED**b) City Council Nominations: None**

I-3 Request for Closed Session

Resolution #2023-02-030
Moved by Baker
Seconded by Hodorek

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.267 (h)(MCL 15.243 (g)).

Yes: Baker, Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek
No: None
Absent: Hamilton

MOTION CARRIED

I-4 Standard Purchasing Resolution 4: OMNIA Partners Purchasing Cooperative – Troy Public Library Bookmobile (*Introduced by: Emily Dumas, Library Director, and Olivia Olson, Librarian*)

Resolution #2023-02-031
Moved by Hodorek
Seconded by Erickson Gault

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Farber Specialty Vehicles of Columbus, OH* for the purchase of a customized Farber Sprinter Bookmobile for an estimated cost of \$249,867 as detailed in the attached quote dated 2/17/2023 and as per the OMNIA Partners Cooperative Purchasing Contract #128867; not to exceed budgetary limitations.

Yes: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker
No: None
Absent: Hamilton

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2023-02-032-J-1a

Moved by Abraham

Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker, Abraham

No: None

Absent: Hamilton

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2023-02-032-J-2

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

- a) City Council Minutes-Draft – February 13, 2023

J-3 Proposed City of Troy Proclamations:

Resolution #2023-02-032-J-3

- a) Proclamation to Honor Lieutenant Thomas O’Herron 2022 Firefighter of the Year

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Sourcewell Purchasing Cooperative – Utility Tractor with Trailer and Related Equipment**

Resolution #2023-02-032-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a Kubota Utility Tractor with Trailer and related equipment from the authorized Michigan dealer; *ROSY BROS., INC. of Dryden, Michigan* utilizing the Sourcewell Cooperative Contract #031121-KBA for an estimated total cost of \$69,926.55 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

- b) **Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – 52-4 District Court Exterior Envelope Repairs**

Resolution #2023-02-032-J-4b

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI*, for the 52-4 District Court Exterior Envelope Repairs for an estimated amount of \$60,000 as detailed in the attached proposal per the Oakland County Extended Purchasing Contract #006325, 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 contract documents, insurance certificates and all other specified requirements.

c) Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch

Resolution #2023-02-032-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Asphalt Paving Materials – Hot Patch with an option to renew for one (1) additional year to the lowest bidder(s) by line item to *Cadillac Asphalt of Farmington Hills, MI* as the primary supplier for items #1, #2, #3, #4, #5, #6 and #7 and *Sealmaster of Michigan/GemSeal of Romulus, MI* as the primary supplier for items #8, #9, #10 and #11 at unit prices contained in the bid tabulation opened February 16, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; to be ordered on an as needed basis and based on proximity; contracts expiring December 31, 2024.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use secondary suppliers, *Ajax Materials Corporation of Troy, MI* for items #1, #2, #3, #6, #7 and #8 and *Cadillac Asphalt of Farmington Hills, MI* for item #9 in the event that the primary supplier is unable to provide materials as specified under the same pricing, terms and conditions as originally bid; to be ordered on an as needed basis and based on proximity.

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

J-5 2023 Specialized Services Operating Assistance Program

Resolution #2023-02-032-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between SMART and the City of Troy for the Specialized Services Operating Assistance Program that includes \$27,692 in revenue, which will be used for the Troy R.Y.D.E transportation service, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Request for Recognition as a Nonprofit Organization from REACH Homeschool

Resolution #2023-02-032-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the request from REACH Homeschool, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings:

- a) March 13, 2023 – Long Lake and Crooks Planned Unit Development (File Number PUD2020-0018) – Revised Concept Development Plan, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) District
- b) March 13, 2023 – Zoning Ordinance Text Amendment (File Number ZOTA 257) – Places of Worship

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:

| | |
|-----------|--|
| Mark Gunn | Commented on the need for a resolution to the I-75 noise issue |
|-----------|--|

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

Mayor Baker responded that City Administration has been engaged with MDOT, as well as the representatives of the neighborhoods. He said that Council has taken action and he will follow up with City Administration to see if more can be done to assist the residents.

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: None Submitted

O-2 Department Reports:

- a) Requested Revisions to Troy Historic Society and Troy Nature Society Agreements
Noted and Filed

O-3 Letters of Appreciation: None Submitted

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):

The Meeting **RECESSED** at 9:50 PM.
The Meeting **RECONVENED** at 10:00 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 11:08 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 10, 2023.....Special Meeting – Budget
April 17, 2023.....Special Meeting – Budget

2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

March 13, 2023..... Regular Meeting
March 20, 2023..... Regular Meeting
April 10, 2023..... Regular Meeting
April 17, 2023..... Regular Meeting
May 8, 2023 Regular Meeting
May 22, 2023 Regular Meeting
June 12, 2023 Regular Meeting
June 26, 2023 Regular Meeting
July 10, 2023..... Regular Meeting
July 24, 2023..... Regular Meeting
August 7, 2023..... Regular Meeting
August 21, 2023..... Regular Meeting
September 11, 2023 Regular Meeting
September 18, 2023 Regular Meeting
October 2, 2023 Regular Meeting
October 16, 2023 Regular Meeting
November 13, 2023 Regular Meeting
November 20, 2023 Regular Meeting
December 4, 2023 Regular Meeting
December 11, 2023 Regular Meeting

**PROCLAMATION IN RECOGNITION OF
ATHENS HIGH SCHOOL 2022-2023 STUDENT COUNCIL**

WHEREAS, The **Athens High School Student Council** is a very active and dedicated group of 53 students and one advisor, committed to giving back to their community as well as the region; and

WHEREAS, Each year the **Athens High Student Council** puts in countless hours, as well as blood, sweat and tears to help raise money for a charity of their choice during Charity Week. Charity Week is all about generosity, activism, collaboration, and service leadership. Students have fun and make meaningful memories while giving of themselves for the benefit of others; and

WHEREAS, The **Athens High Student Council** selected **Carol's Angels and Warriors**, a local organization founded in 2021 in response to a growing need for support and resources for victims and survivors of trauma. In addition, this group advocates for change in the areas of public safety, mental health, and financial stability. By choosing Carol's Angels and Warriors, Athens Student Council hopes to raise awareness about this serious issue; and

WHEREAS, This year the **Athens High Student Council** gave back in a way that many teens and even most adults could not do by organizing a full week of activities, including carnival night, ice skating, "Jail-n-Bail," belly flop contest, hypnosis show, pancake breakfast, coin stalls in the classrooms, film festival, parent cook-off, restaurant nights, volleyball tournament, Mr. Athens Pageant, pep rally, dance, euchre tournament for parents, and an "Espresso Yourself" talent show; and

WHEREAS, **Athens High Student Council raised \$115,184.24 for Carol's Angels and Warriors**. In 2022 they raised **\$117,706.46** for Alex's Saints Foundation. They raised a school record of **\$180,024.40** in 2020 for Elli's House; and **\$130,035.71** in 2019 for Focus Detroit; and

WHEREAS, The **Athens Student Council** generates excitement throughout the School's 1,600 students as well as within the community. Student Council meetings take place prior to school starting, and after a full day of classes members stay after school to count the money raised from the day's activities, set up for the night events, run those events, and then go home to complete their homework. There is not a lot of sleep for Student Council members during Charity Week;

NOW, THEREFORE, BE IT RESOLVED, That the Troy City Council extends special recognition to the **Athens High School Student Council**, for their selfless and tireless service and dedication to so many worthwhile organizations over the years; and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents congratulate the **Athens High Student Council** for being a shining example of how to give back to the community, as well as the region, and wish all of the **Athens High School Students** continued success in all future endeavors.

Presented this 20th day of March 2023.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: March 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Zach Haapala, Project Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2023A Joint and Crack Seal Program

History

- Each year major and local roads are selected for joint and crack sealing based in part on current PASER (Pavement Surface Evaluation and Rating) ratings, pavement age, number of years since joints were sealed last and number of years since the last asphalt overlay or slab replacements.
- The Streets and Drains Division is responsible for maintaining 121 miles of asphalt roads and 222 miles of concrete roads within the City. The method of sealing cracks & joints will prolong the lifespan and preserve our asphalt roads.
- The local roads selected for joint sealing are located in Sections 4, 13, 15, 16, 18 & 19. There will be no sealing done on major roads this fiscal year.
- Work is scheduled to begin this Spring (2023) and be completed by June 30, 2023.

Purchasing

- On February 23, 2023 a bid opening was conducted as required by the City Charter/Code and read aloud via Zoom.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Five Hundred and sixty-five (565) vendors were notified via the MITN Purchasing Group website. Two (2) bids were received. The summary of the vendor responses is detailed below.

| | |
|--|-----|
| Companies notified via MITN | 565 |
| Troy Companies notified via MITN | 9 |
| Troy Companies - Active email Notification | 9 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 22 |
| Troy Companies that viewed the bid | 1 |

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.

- The bid responses were reviewed and *Scodeller Construction Inc. of Farmington Hills, MI* is the low bidder meeting bid specifications and is being recommended for the bid award.



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CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Public Works Local Street Fund for the fiscal year 2023. Expenditures will be charged to account number 203.447.20.482.7802.125.

Recommendation

City Management recommends awarding a contract to the low bidder meeting specifications *Scodeller Construction Inc. of Farmington Hills, MI* for the 2023A Joint and Crack Seal Program, at unit prices contained in the bid tabulation, opened February 23, 2023, for an estimated not to exceed amount of \$50,000.

Opening Date: 02/23/2023
Date Reviewed: 02/23/2023

CITY OF TROY
BID TABULATION
2023A JOINT AND CRACK SEAL PROGRAM

ITB-COT 23-06
Page 1 of 1

| | | |
|---------------|----------------------------|------------------------|
| VENDOR NAME: | Michigan Joint Sealing Inc | Scodeller Construction |
| CITY: | Farmington Hills, MI | Wixom, MI |
| CHECK AMOUNT: | \$5,000 | \$5,000 |
| CHECK #: | 928075 | 37160246 |

2023A JOINT & CRACK SEAL PROGRAM

| DESCRIPTION | Est. Qty | UNITS | UNIT PRICE | TOTAL COST | UNIT PRICE | TOTAL COST |
|-------------------------------------|----------|----------|-------------|-------------|-------------|------------|
| Mobilization, Max \$5,000 | 1 | Lump Sum | \$1.22 | \$80,520.00 | \$5,000 | \$5,000 |
| Joint & Crack Sealing – Local Roads | 66,000 | Ft | | | \$0.82 | 54,120 |
| Maintaining Traffic | 1 | Lump Sum | | | \$1.00 | \$1.00 |
| TOTAL BID AMOUNT: | | | \$80,520.00 | | \$59,121.00 | |

| | | | |
|-----------------------|--------|----------------|--------------------------------------|
| CONTACT NUMBER: | | (248) 476-4120 | (248) 374-1102 |
| COMPLETION SCHEDULE: | | 6/30/2023 | 6/30/2023 |
| REFERENCES: | Y or N | Y | Y |
| INSURANCE: | | N | Y |
| PAYMENT TERMS: | | Net 30 | 20th of each month on work completed |
| WARRANTY: | | Contractual | One year |
| EXCEPTIONS: | | None | None |
| ACKNOWLEDGEMENT: | Y or N | Y | Y |
| VENDOR QUESTIONNAIRE: | Y or N | Y | Y |
| ADDENDUM 1 | Y or N | Y | Y |
| FORMS: | Y or N | Y | Y |

Low Bid Meeting Specifications

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Andrew Chambliss
Phillip Kwik
Zach Haapala
Beth Zaccardelli

Emily Frontera
Purchasing Manager



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CITY COUNCIL AGENDA ITEM

Date: March 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Brian Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications – Cargo Trailer

History

- One (1) trailer will be used by the City Clerk’s Office to haul and store voting equipment.
- This purchase will increase the size of the existing Department of Public Works motor pool fleet by one (1) piece of equipment.

Purchasing

- March 2, 2023 a bid opening was conducted as required by the City Charter/Code for the purchase of one (1) American Hauler Trailer.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Two Hundred and thirty-seven (237) vendors were notified via the MITN website. Three (3) bid responses were received. Below is a detail summary of potential vendors:

| | |
|--|-----|
| Companies notified via MITN | 237 |
| Troy Companies notified via MITN | 5 |
| Troy Companies - Active email Notification | 5 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 27 |
| Troy Companies that viewed the bid | 0 |

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.

- The bid responses were reviewed and *American Trailer Mart of Waterford, MI* is the low bidder meeting all specifications and is being recommended for award.

Financial

- Funds are budgeted and available in the Public Works Capital Fund under project number 2023C0123 for the 2023 fiscal year.
- Expenditures of \$10,960.00 will be charged to account number 661.549.565.7975.900.



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CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract for the purchase of one (1) American Hauler Trailer as specified, to the low bidder, *American Trailer Mart of Waterford, MI* for an estimated total cost of \$10,960.00 as detailed in the bid tabulation opened March 2, 2023; not to exceed budgetary limitations.



Opening Date: 03/02/2023
Date Reviewed: 03/02/2023

CITY OF TROY
BID TABULATION
TRAILER

ITB-COT 23-08
Page 1 of 1

| | | | |
|--------------|-----------------------|---------------------|--------------------------|
| VENDOR NAME: | American Trailer Mart | Pheonix Contracting | Monmouth Solutions, Inc. |
| CITY: | Waterford, MI | Ruskin, FL | Lowell, MA |

PROPOSAL: TO FURNISH ONE (1) TRAILER FOR THE CITY OF TROY DEPARTMENT OF PUBLIC WORKS

| QTY | BRAND | DESCRIPTION | PRICE | PRICE | PRICE |
|-----|-------------------------|--|-------------|-------------|-------------|
| 1 | American Hauler Trailer | Model: NH8524TA3, Spring Axles, Rear Doors Ramp Option, 36" Side Door. Tandem Trailer Color: Single/ Front Color: White | \$10,960.00 | \$13,350.00 | \$16,499.00 |

Contract Information:

| | | | |
|---------------------------------------|--------------------------|----------------------------------|--------------------------|
| Hours of Operation: | 9-5 M-F 9-2 Sa | 24/7 | 9AM - 9PM ET |
| 24 Hr. Phone Number: | 248-738-1600 | 813-895-1216 | 978-427-4755 |
| Contact Person: | Roz Gore | Asad Yusupol | Anthony Farelli |
| Phone No.: | 248-738-1600 X107 | 813-895-1216 | 978-382-7099 |
| Manufacturer Warranty: | See attached for details | Attached - Standard 12 mo/5 year | See Attached Warranty |
| Dealer Warranty: | N/A | Not Specified | |
| Lead Time (Trailer Model # NH8524TA3: | 6-8 week build time | 30 days ARO | 60 days ARO |
| Can Meet Delivery Schedule: | Y | Y | Y |
| References: Y or N | Y | Y | Y |
| Payment Terms: | Net 30 | Net 30 | Net 30 |
| Exceptions: | None | None | Refer to Proposal Please |
| Acknowledgement: Y or N | Y | Y | Y |
| Forms: Y or N | Y | Y | Y |
| Low bid meeting specifications | | | |

Attest:

(*Bid Opening conducted via a Zoom Meeting)

Brian Varney

Beth Zaccardelli

Andrew Chambliss

Emily Frontera

Purchasing Department



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J-04c

CITY COUNCIL AGENDA ITEM

Date: March 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Finance Manager
Frank Nastasi, Chief of Police
Mike Villerot, Police Sergeant
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications –
Riflescopes and Mounting Rings – Troy Police Department

History

Currently, the Troy Police Department Tactical Support Team (TST) employs an element of trained snipers who have specific, precision long range rifles assigned to each member for their use in critical emergency incidents or planned high risk events. The current issue rifles and their optics (riflescopes) have been in service for approximately 13 years. Officer Robert Smith and I (Sgt. Villerot) have been to several sniper-based trainings involving long distance and moving object shooting. The current optic reticle on the assigned sniper rifles, although adequate, could be upgraded to a better, more accurate user-friendly option. In many of the trainings we have attended, the optics have been equipped with the ability to range objects via the lens reticles. Rifle optics can be equipped with milliradian (MIL-DOT) reticles (metric) or minutes-of-angle (MOA) reticles (imperial) to allow the sniper to range objects at distance and in quick measure without having to use a separate mechanism. In many of the trainings, ranging has been taught using markings within the optic reticle which further allows the sniper to accurately range objects and acquire them at distance. These optic reticles would greatly improve the TST-sniper members in the functionality and success of their job function.

After conducting research and speaking with people knowledgeable on the subject matter, it was the conclusion that the **Nightforce ATACR – 4-20x50 F1** riflescope with the **MOAR F1** reticle would best suit the needs of this request. This riflescope has received high praise for its capability and operational use. It is a *first focal plane* reticle with the ability to scale back to 4x power for close ranging and out to 20x power for longer distance target engagement. The reticle is measured in minutes-of-angle which is consistent with our current riflescope reticles, so no additional training is required for transition of measurement and can be employed rather quickly once acquired.

Purchasing

- On February 16, 2023 a bid opening was conducted as required by City Charter and Code, for the purchase of Nightforce ATACR – 4-20x50 MOAR F1 riflescopes, Nightforce X-Treme Duty Ultralite One-Piece Magmount 34mm, 1.5", 0 MOA riflescope mounts, and Nightforce X-Treme Duty 34mm Top Half Rings with level.



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- The bid was posted on Bidnet Direct/MITN website; www.bidnetdirect.com/mitn/city-of-troy-mi.
- Forty (40) vendors were notified via the Bidnet Direct/MITN website. Five (5) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

| | |
|---|----|
| Companies notified via MITN | 40 |
| Troy Companies notified via MITN | 2 |
| Troy Companies notified Active email Notification | 2 |
| Troy Companies - Active Free | 0 |
| Companies that viewed the bid | 19 |
| Troy Companies that viewed the bid | 0 |

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.

- After review of the bid proposals, the two lowest bidders *H.L. Davis, Inc.* and *Clyde Armory Inc* have extended lead times and are unable to provide product for approximately 6-8 months which is outside of the 2023 fiscal year and would not benefit the Troy Police Tactical Support Team for an extended amount of time.
- *Mile High Shooting Accessories LLC*, the third lowest bidder, is able to fulfill the product order within 30 days, which is within the 2023 fiscal year and provides the Tactical Support Team the product within a much shorter time frame. Therefore, *Mile High Shooting Accessories LLC of Frederick, Colorado* is the low bidder meeting the specifications for the purchase of the Nightforce riflescopes and mounting rings and is being recommended for award.

Financial

Funds are budgeted and available in the Police Department Forfeiture Fund under Project Number 2023C0118 for the 2023 fiscal year. Expenditures will be charged to account number 265.321.7740.046.

Recommendation

City Management recommends awarding a contract for the purchase of riflescopes and accessories to the low bidder meeting specifications; *Mile High Shooting Accessories LLC of Frederick, CO* for an estimated cost of \$12,500, at unit prices contained in the bid tabulation opened February 16, 2023; not to exceed budgetary limitations.

| | | | |
|--------------|------------------|-------------------|------------------------------------|
| VENDOR NAME: | H.L. Davis, Inc. | Clyde Armory Inc. | Mile High Shooting Accessories LLC |
| CITY: | Long Island, NY | Athens, GA | Frederick, CO |

PROPOSAL: TO FURNISH NEW RIFLE ACCESSORIES (not reconditioned) FOR THE TROY POLICE DEPARTMENT

RIFLE ACCESSORIES

| DESCRIPTION | UNIT | EST QTY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
|--|------|---------|------------|------------|------------|-------------|------------|-------------|
| Riflescope - Nightforce ATACR 4-20x50 with MOAR F1 – 30 MOA scale below center SKU: C642 | Each | 4 | \$2,405.25 | \$9,621.00 | \$2,550.00 | \$10,200.00 | \$2,750.00 | \$11,000.00 |
| Accessory - Nightforce X-Treme Duty Ultralite One-Piece Magmount 34mm, 1.5" Height with 0 MOA Taper, SKU: A361 | Each | 4 | \$221.28 | \$885.12 | \$236.00 | \$944.00 | \$295.00 | \$1,180.00 |
| Accessory – Nightforce X-Treme Duty 34mm Top Half Ring, with level (four (4) screw count) SKU: A270 | Each | 4 | \$64.14 | \$256.56 | \$68.00 | \$272.00 | \$80.00 | \$320.00 |

| | | | |
|--------------------------------------|-------------|-------------|-------------|
| ESTIMATED TOTAL COST OF ACCESSORIES: | \$10,762.68 | \$11,416.00 | \$12,500.00 |
|--------------------------------------|-------------|-------------|-------------|

| | | | | |
|--|--------|--|----------------------------------|------------------------|
| Authorized Dealer: | Y or N | Y | Y | Y |
| Warranty: | | Limited Lifetime Warranty | Manufacturers Limited Lifetime | Manufacturers Warranty |
| Contract Information: | | | | |
| Name(s): | | Neil Howell | Robert Ford | Kelly Hamilton |
| Hours of Operation: | | M-F 8:45AM-5:30PM | M-F 9-6 | M-F 9AM-6PM |
| 24 Hr. Phone Number: | | 519-527-7500 | 706-549-1842 x210 (not 24 hours) | 303-255-9999 |
| Time period for allowed additional orders: | | 180 days | Until 01/01/2024 | 180 days |
| References Provided: | Y or N | Y | Y | Y |
| Payment Terms: | | Net 30 days | Net 30 | Net 30 |
| Delivery Date: | | Delivery of Line 1 is 28-30 weeks; Delivery of Line 2 & 3 is 60 days | 6-8 months per Nightforce | 30 days after PO |
| Exceptions: | | | None | None |
| Acknowledgement: | Y or N | Y | Y | Y |
| Forms: | Y or N | Y | Y | Y |

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Michael Villerot
Heather Chomiak

Low Bidder Meeting Specifications

Emily Frontera
Purchasing Manager

CITY OF TROY
BID TABULATION
RIFLESCOPE & ACCESSORIES

| | | | | | | |
|--|------|---------|---------------------------|------------------------|------------------------|-------------|
| VENDOR NAME: Kiesler Police Supply Inc. | | | | CMP Distributors, Inc. | | |
| CITY: Jeffersonville, IN | | | | Lansing, MI | | |
| PROPOSAL: TO FURNISH NEW RIFLE ACCESSORIES (not reconditioned) FOR THE TROY POLICE DEPARTMENT | | | | | | |
| RIFLE ACCESSORIES | | | | | | |
| DESCRIPTION | UNIT | EST QTY | UNIT PRICE | EXTENSION | UNIT PRICE | EXTENSION |
| Riflescope - Nightforce ATACR 4-20x50 with MOAR F1 – 30 MOA scale below center SKU: C642 | Each | 4 | \$3,000.00 | \$12,000.00 | \$3,599.00 | \$14,396.00 |
| Accessory - Nightforce X-Treme Duty Ultralite One-Piece Magmount 34mm, 1.5" Height with 0 MOA Taper, SKU: A361 | Each | 4 | \$295.00 | \$1,180.00 | \$398.25 | \$1,593.00 |
| Accessory – Nightforce X-Treme Duty 34mm Top Half Ring, with level (four (4) screw count) SKU: A270 | Each | 4 | \$80.00 | \$320.00 | \$108.00 | \$432.00 |
| ESTIMATED TOTAL COST OF ACCESSORIES: | | | \$13,500.00 | | \$16,421.00 | |
| Authorized Dealer: | | | Y or N | | Y N | |
| Warranty: | | | Limited Lifetime Warranty | | Manufacturers Warranty | |
| Contract Information: | | | | | | |
| Name(s): | | | Brittany A.L. Girdler | | Catherine Parks | |
| Hours of Operation: | | | M-F 8AM-5PM EST | | M-F 8AM-4:30PM | |
| 24 Hr. Phone Number: | | | N/A | | 517-974-4276 | |
| Time period for allowed additional orders: | | | Not Specified | | 6 months | |
| References Provided: | | | Y or N | | Y Y | |
| Payment Terms: | | | 0 net 30 days | | Net 30 days | |
| Delivery Date: | | | 30-60 days ARO | | 90-120 days ARO | |
| Exceptions: | | | None | | None | |
| Acknowledgement: | | | Y or N | | Y Y | |
| Forms: | | | Y or N | | Y Y | |



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-05

CITY COUNCIL AGENDA ITEM

Date: March 7, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Frank Nastasi, Chief of Police
Thomas Gordon, Police Captain
Nathan Gobler, Police Lieutenant
Emily Frontera, Purchasing Manager

Subject: Bid Waiver - Employment of Professional Services, Mental Health Co-Responder, Troy Police Department

History

Approximately ten percent of all Police calls for service in the United States involve a person living with a serious mental illness, including substance use disorder. These calls involve a person in a mental health crisis in need of immediate professional help aimed at preventing harm or injury to the individual in crisis or others. Often, these calls are unpredictable for responding officers and for those in need of help. Overwhelmingly, the police are the sole first responders sent to assist those in mental health crisis in the community. There is a lack in follow-up with people and families, which leads to repetitive calls to the same person over time.

Since 1981, Michigan has closed more than 26 mental health institutions according to Crain's Detroit Business. As a result of these state budget cuts and lack of counselling programs, police runs in Michigan involving mentally ill citizens have significantly risen. Along with other police departments, Troy Police Department has seen an increase in mental health run and runs involving domestic family and relationship problems.

In early 2021, the City of Troy Police Department increased their budget under Account Number 101.301.11.305.7802.070 – Contractual Services General to provide funding for a new social worker or mental health co-responder position. In addition to increasing budgeted funds the Police Department has identified several grant opportunities for funding of this program with the Community Foundation of Southeast Michigan and U.S Department of Justice – Bureau of Justice and Mental Health Collaboration Program.

In June 2022, an Interlocal Agreement for the Mental Health Co-Response Team was formed creating a partnership between the Troy Police and the Oakland Community Health Network (OCHN, formerly the Oakland County Community Mental Health Authority). The agreement was made in recognition of the fact that local law enforcement capabilities are enhanced by having access to mental health professionals, regionalized facilities, programs, and the assistance of other departments through the creation of the CoRe Crisis Outreach Program ("Program"). CoRe Crisis Outreach Program is the co-



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CITY COUNCIL AGENDA ITEM

History (continued)

response mental health community outreach initiative, which contracts an OCHN social worker to work with the municipal Police Department of the City of Troy. The Team's commitment is to partner Police response with community mental health/substance abuse resources in order to improve services to those impacted by behavioral health crises.

Purchasing

The City of Troy and Troy Police Department agree to reimburse *Oakland Community Health Network*, for the salary and benefits for a full-time OCHN employed Co-responder Field Clinician in an amount not to exceed \$93,000 for Fiscal Year 2023 and \$105,000 for Fiscal Year 2024.

Financial

Funding for the first year is available in the Troy Police Department Operating Budgets for the fiscal year 2023. Payments for future years will be approved through the annual budget process and it is the intent of the Department to utilize grant money or federal funding for the program if successfully awarded. Expenditures will be charged to account number 101.301.11.305.7802.070 – Contractual Services General.

Recommendation

City Management recommends, in the best interest of the City, approval of the Mental Health Co-Response Team Interlocal Agreement between the City of Troy Police Department and the Oakland Community Health Network (OCHN), to provide a full-time mental health field clinician to support the City of Troy staff and its community.

Legal Review

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

**INTERLOCAL AGREEMENT
FOR THE MENTAL HEALTH CO-RESPONSE TEAM**

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy and the Oakland Community Health Network ("OCHN"), all located in the County of Oakland, State of Michigan, which collectively shall be referred to as the "Mental Health Co-Response Team" or "Team".

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to become a Member of the Team to exercise such additional powers, functions, duties, and responsibilities granted to the Team and imposed upon it by this Agreement; and,

The Members endeavor to realize and benefit from each Member's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Member by being a Member of the Team; and,

In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

SECTION 3: Rights and Responsibilities of Participating Agency

The rights of the Participating Agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police, or his or her designee, of the City of Troy.

- A. The Troy Police Department may request assistance from the mental health clinician, in the judgment of the Chief of Police, or designee, of the requesting agency, when such assistance is necessary. The request shall be made directly to the mental health clinician.
- B. The Troy Police Department shall have a primary and secondary designated person to act as a liaison for the mental health clinician in support of the activities under this Agreement. This liaison can provide direction to the clinician, follow-up with necessary information, coordinate workspace within the department, organize pre-planned interventions with citizens in need, and other activities as mutually agreed.
- C. The Troy Police Department may request assistance from the mental health clinician during the clinician's scheduled work hours as may be established by the parties. It is understood that initially there will be one mental health clinician working full time (40 hours) per week specific to the City of Troy. It is also understood that during the clinician's scheduled work hours, the clinician will be responsible for monitoring communication devices to ensure that they are available during emergencies or coordinating their activities with the department liaisons.
- D. The Troy Police Department shall have a primary team coordinator and assistant coordinator, selected by the Chief of Police. This coordinator will be responsible for ensuring that the clinician is being properly utilized in the community and provide overall direction to the clinician.
- E. Nothing in this Agreement shall prevent any Member of the Team from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any Member of the Team from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

SECTION 6: Responsibilities and Liability of Participating Parties

- A. The Troy Police Department shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement both as to liability and as to the payment of benefits to such sworn or civilian personnel all to the same extent as such personnel are insured, indemnified and otherwise protected when acting within the City of Troy's corporate limits.
- B. The City of Troy shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.
- C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claims, lawsuits injuries, damages, attorney's fees or liability arising out of or stemming from an act, action or omission of a party.
- D. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any party.
- E. Confidentiality. Each Participating Agency shall comply with all state and federal standards regarding the protection and confidentiality of information as currently effective, subsequently enacted or as may be amended.
- F. Program Oversight. Each Member of the Team shall dedicate the necessary staff and resources to effectively operate the CoRe Program. The parties agree to develop a CoRe Crisis Outreach Policy and Procedure that will inform the Team how to operate the Program where this Agreement is silent such subject.

- B. Amendment. This Agreement may be amended from time to time in writing and approved upon written agreement by all parties. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment. The Parties further agree that this Agreement shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Agreement in any manner.
- C. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).
- D. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- E. The City of Troy agrees that the financial records and other relevant records related to the services performed will be available upon request for review or audit by OCHN or other appropriate officials.
- F. Except as otherwise provided in this Agreement, each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. In no event and under no circumstances in connection with or as a result of this Agreement shall any party be liable to any other party, or any other person, for any consequential, incidental, direct, indirect, special punitive, or other similar damages whatsoever (including, without limitation, damages for loss of business, profits, business interruption, or any other pecuniary loss or business detriment) arising from the services under this Agreement.
- G. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to the OCHN, it shall be addressed and sent to: 5505 Corporate Drive, Troy, MI 48098, and City of Troy 500 W Big Beaver Troy MI 48083.
 - b. A party may change the address and/or individual to which Notice is sent by notifying the other parties in writing of the change.

IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day
of _____ 2023.

CITY OF TROY

OAKLAND COMMUNITY HEALTH NETWORK

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

TROY Police DEPARTMENT

Oakland Community Health Network

Mental Health Co-Response Team
Coordinator

Mental Health Co-Response Team
Assistant Coordinator



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: March 13, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Act 51 Mileage Certification for 2022

History

In accordance with the guidelines for adding or deleting streets to the annual road mileage certification for cities and villages, the following non-platted streets require a resolution from Council to accept jurisdiction of these streets.

Additions:

| Street Name | Added Length | Plat |
|-------------|--------------|-----------------------|
| Timbercrest | 99.96 ft. | Timbercrest Extension |
| Viking | 381.91 ft. | Hopedale Gardens |
| Sandpiper | 130.54 ft. | Willowbrook No.2 |
| Chickadee | 259.40 ft. | Willowbrook No.2 |
| Macaw | 128.98 ft. | Willowbrook No.2 |

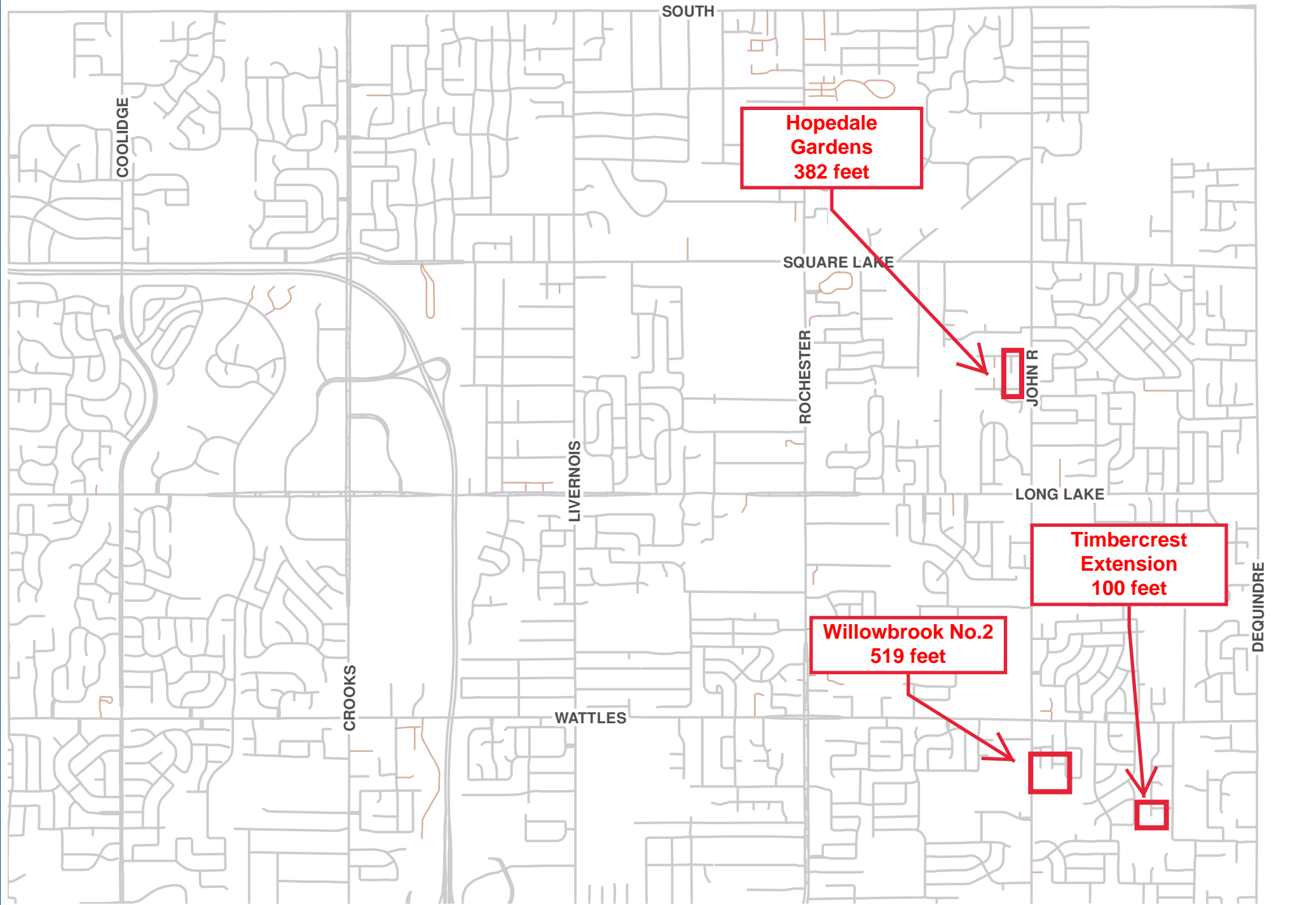
The addition of these local streets will bring the local road mileage total to 270.44 miles, the major total will remain at 57.34 miles.

Financial

The City of Troy's allocation of Michigan Transportation Funds is based on the number of miles of road under City jurisdiction. The roads listed under additions are under control of the City, open for public purposes, and are being maintained by the City. It is necessary that the foregoing roads be added to the Act 51 mileage report so that transportation funds can be properly allocated to the City of Troy.

Recommendation

It is recommended that the roads listed above, under additions, be accepted and certified for the Act 51 mileage report.





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: March 3, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
G. Scott Finlay, City Engineer

Subject: Approval of Contract No. 22-5533 with MDOT for Right-of-Way Acquisition Work to Widen Rochester Road from Five Lanes to a Six-Lane Boulevard from Barclay Drive to Trinway Road – Project No. 2022CG0002

History

City Council approved Contract No. 21-5419 with MDOT for right-of-way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard between Barclay Drive and Trinway Road at a total estimated cost of \$5,257,500 with the City share estimated at \$954,236.25. The right-of-way phase was approved for federal funding in MDOT FY 2022 with Surface Transportation Program – Flexible – Urban Counties (ST – formerly TEDF-C) funds. MDOT FY 2023 has allocated the right-of-way funding at a total estimated cost of \$5,528,750 with the City share estimated at \$1,003,469. The construction phase was approved for federal funding in MDOT FY 2024 with TEDF-C in the amount of \$13,386,000. The City's match for the construction funding is \$3,346,500.

Construction is anticipated to begin with a large private utility relocation phase (ITC, DTE, Consumers, etc.) in the fall of 2023 and continuing until fall of 2024. Road construction is anticipated to follow after the private utility relocation phase is substantially complete in late fall of 2024. Over the winter months of 2024/2025, underground construction will take place so that as the weather allows in the spring of 2025, road construction can commence immediately. Substantial completion (all lanes open to traffic) is anticipated by late fall of 2025. Final cleanup and restoration, as needed, would be completed in the spring/summer of 2026.

Financial

The format and content of the MDOT contract for right-of-way acquisition work is consistent with past right-of-way contracts approved by Troy City Council. The MDOT contract formalizes the agreement between the City and MDOT and provides the conduit for federal funds to flow to the City via MDOT. The MDOT contract is based on estimated costs and anticipated right-of-way impacts, as is standard with all MDOT right-of-way acquisition contracts, since these contracts are prepared before final right-of-way plans have been approved and before actual costs are known. The city's cost is based on the actual cost incurred by the work, within the parameters of the agreement, with 81.85% of the city cost reimbursable with Surface Transportation Program – Flexible – Urban Counties (ST – formerly TEDF-C) funds. The federal share is estimated at \$4,525,281 and the city's share is estimated at \$1,003,469. Funds are budgeted, for the right-of-way phase, in the Major Road fund in 2022, 2023 and 2024 (Project # 2022CB0002 / Account # 401.447.479.7989.022065).



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

Staff recommends that City Council approve Contract No. 22-5533 with MDOT for right-of-way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard between Barclay Drive and Trinway Road at a total estimated cost of \$5,528,750 with the City share estimated at \$1,003,469. Furthermore, staff recommends that the Mayor and City Clerk are authorized to execute the contract.

Legal Review

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

GSF/G:\Contracts\Contracts - 2017\17-3 - Rochester, Barclay to Trinway_PE\ROW\Council Agenda Item\To CC Approval of Contract with MDOT for ROW - Rochester_Barclay to Trinway_year2.docx

STP
RIGHT-OF-WAY
MODIFIED PART II

| | DIR |
|-----------------|--|
| Control Section | ST 63000 |
| Job Number | 215372ROW |
| Project | 23A0062 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 22-5533 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Modified Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the acquisition by the REQUESTING PARTY of the right-of-way necessary for the following improvements in Troy, Michigan, which right-of-way acquisition is hereinafter referred to as the "PROJECT":

Right-of-way acquisition work for the widening of Rochester Road from Barclay Drive to Trinway Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s):

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "I", dated February 15, 2023, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as all the costs necessary for the performance of the PROJECT work including engineering, appraisals, acquisition, legal, financing, the costs of technical guidance, monitoring, training and any other costs as may be incurred by the DEPARTMENT as a result of this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT. The DEPARTMENT, at PROJECT COST, will provide technical guidance to the REQUESTING PARTY, will monitor the performance of the PROJECT work to assure conformance with Federal and State requirements, and will provide such training to the REQUESTING PARTY as is necessary for the performance of the PROJECT work.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY will perform or cause to be performed all the PROJECT work. The method of performing the work will be indicated on the work authorization.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be paid by the REQUESTING PARTY. The PROJECT COST is estimated to be as follows:

| <u>ESTIMATED COST</u> | <u>FEDERAL AID</u> | <u>REQUESTING PARTY'S SHARE</u> |
|-----------------------|--------------------|-------------------------------------|
| \$5,528,750 | \$4,525,281 | \$1,003,469 |

Any items of PROJECT COST not reimbursed by Federal funds will be the sole responsibility of the REQUESTING PARTY.

6. A separate authorization will be issued to the REQUESTING PARTY by the DEPARTMENT for the commencement of the PROJECT.

7. The construction of the improvements for which the PROJECT work is being performed and the construction engineering and inspection work related thereto will be covered by a separate contract.

8. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

9. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project. In addition, the following provisions will apply:

All work will be performed in accordance with the Procedure Manual of the DEPARTMENT'S Real Estate Division. Variations from the procedures within the manual will be developed in cooperation with the DEPARTMENT.

Reimbursement for right-of-way acquisition will be governed by 23 CFR, Subchapter H, Part 710, Subparts B and E, and other applicable directives of the FHWA.

Procedures for relocation assistance, if necessary, will conform to the requirements set forth in 49 CFR, Part 24, and other applicable directives of the FHWA.

Disposal of any right-of-way acquired as the PROJECT will conform to the requirements set forth in 23 CFR, Subchapter H, Subpart D, Disposal of Right-of-Way, and other applicable directives of the FHWA.

10. In the event that actual construction of the roadway on the right-of-way being acquired as the PROJECT is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the FHWA and the DEPARTMENT project contract covering the PROJECT work is executed, the REQUESTING PARTY will be required to repay to the DEPARTMENT for forwarding to the FHWA all monies distributed as the FHWA'S contribution to the PROJECT COST.

11. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

12. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



EXHIBIT I
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? ☒ Yes ☐ No

Subrecipient's Name: City of Troy

Subrecipient's Unique
Entity Identifier Number QYPCKM4J5K81
(UEI):

Federal Grant/Project
Number(s): 23A0062

MDOT Project Number: 215372ROW

Project Description: Right-of-way acquisition work for the widening of Rochester
Road from Barclay Drive to Trinway Road; and all together
with necessary related work.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22330000Y240MI23A0062

Federal Award Date: October 27, 2022

Period of Performance Start Date: October 27, 2022

Period of Performance End Date: December 31, 2023

Amount of Federal Funds obligated by this action: \$4,525,281

Total amount of Federal Funds obligated: \$4,525,281

Total amount of the Federal award: \$5,528,750

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$4,525,281; Local Participation: \$1,003,469

Name of Federal awarding agency and contact information for awarding official:

Director Paul C. Ajegba
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: ☐ Yes ☒ No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-08

CITY COUNCIL AGENDA ITEM

Date: March 13th, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Frank A. Nastasi, Chief of Police
Sergeant Brian Warzecha

Subject: Renewal of Membership in the Traffic Improvement Association (TIA)

History

The City of Troy has been a member of the TIA since 1975. The TIA is a private non-profit organization that is responsive to the problems and needs of local traffic officials. They are a source for traffic facts, including traffic crashes and traffic operations data. The City of Troy obtains citywide traffic crash statistics including intersection and road segment crash reports and ranking, county traffic crash trends, location specific crash details, and alcohol related statistics from the TIA. As a TIA member they are provided without charge.

The TIA works with the Troy Police Department on several enforcement-related projects and grants, including recent and ongoing speed limit studies in order for the City of Troy to be compliant with Public Act 85. They facilitated the Police Department in obtaining \$31,594 in the past year for federal grants. The TIA also works with our adjacent communities to improve traffic in the general area that can be a secondary benefit to the City.

Purchasing

N/A

Financial

The renewal membership fee for the year 2023 is \$29,800. Funds are available in the Police Department's Operating Funds, Membership and Dues.

Recommendation

It is recommended that the City of Troy renew its membership with the Transportation Improvement Association. The partnership the City has developed with the TIA over the past 40 years has led to many collaborative efforts that have enhanced traffic safety in our community.



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-09

CITY COUNCIL AGENDA ITEM

Date: March 7, 2023

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney
Nicole MacMillan, Assistant City Attorney

Subject: Angela Blanchard v. City of Troy et. al

The City has been served with the attached lawsuit filed by Plaintiff, Angela Blanchard. The lawsuit stems from an accident that occurred on February 26, 2021 at about 11:30 pm. On that date, a Troy Police Officer was driving southbound on Rochester Road, when he observed a driver on the northbound side of Rochester speeding at a rate of approximately 80 MPH. The Troy Police Officer used the turnaround just south of Big Beaver, in an attempt to catch the speeding vehicle. As the Troy Police Officer approached Big Beaver, he activated his overhead lights in order to proceed through the red light at the intersection. He made it halfway through the intersection at a speed of approximately 10 MPH, but as he passed through the second half of the intersection, he was struck by Plaintiff's vehicle.

At the time, Plaintiff did not complain of any injuries, nor did she request an ambulance or other medical attention. Nearly two years later, this lawsuit was filed, and Plaintiff alleges that she suffered head, neck and back injuries as a result of the accident. This lawsuit is filed against the Officer, who is alleged to have been negligent or grossly negligent, as well as the City, as the owner of the vehicle.

Plaintiff alleges that her damages exceed \$25,000, which is the threshold for filing a case in the Oakland County Circuit Court. It has been assigned to Judge Jeffery S. Matis. The proposed resolution authorizes our office to represent the City and Troy Police Officer in this case, and approves necessary expenditures required for the defense of the case.

Please let us know if you have any questions about this new lawsuit.

LAW OFFICES
ROMANO LAW, PLLC
30300 Telegraph Road, Suite #103, Bingham Farms, Michigan 48025

This case has been designated as an eFiling case, for more information please visit
www.oakgov.com/efiling.

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

ANGELA BLANCHARD,
Plaintiff,

Case No. 23- -NI
Hon.

vs.

2023-198760-NI
JUDGE JEFFERY S. MATIS

CITY OF TROY
and;
DAVID HUGHSON, an employee of the city of
Troy Police Department

Defendants,

ROMANO LAW, PLLC
DANIEL G. ROMANO (P49117)
Attorneys for Plaintiff
30300 Telegraph Rd. Suite 125
Bingham Farms, MI 48025
(248) 750-0270

*There is no other pending or resolved civil action arising out of the transaction or occurrence
alleged in this Complaint.*

COMPLAINT AND DEMAND FOR JURY TRIAL

NOW COMES Plaintiff, ANGELA BLANCHARD, (hereinafter: "BLANCHARD") by and
through her attorneys, ROMANO LAW, PLLC, and complaining against the above-named
Defendants, their agents, servants, and/or employees, either real or ostensible, respectfully represent
unto this Honorable Court as follows:

GENERAL ALLEGATIONS

1. That Plaintiff BLANCHARD is a resident of the County of Oakland, State of Michigan.
2. That the accident giving rise to this matter occurred on February 26, 2021, in the city of Troy, County of Oakland, State of Michigan.
3. That at all times pertinent hereto, the Defendant, CITY OF TROY (hereinafter referred to as "TROY") is a Municipal Corporation that conducts business in the County of Oakland and is otherwise doing business and/or established in the County of Oakland, State of Michigan.
4. That on said dates and at all times material herein, the Defendant, DAVID HUGHSON, (hereinafter: "HUGHSON") was at all times material hereto an employee of Defendant TROY.
5. February 26, 2021, Plaintiff was involved in an automobile accident in which Defendant HUGHSON disregarded traffic control and collided with Plaintiff's vehicle, causing numerous severe and permanent injuries and damages to Plaintiff and Defendants, HUGHSON and TROY, are liable to her for their negligence that caused severe bodily injuries.
6. Plaintiff sustained personal injuries as a direct and proximate result of the motor vehicle accident.

COUNT I: BODILY INJURY LIABILITY AGAINST THIRD PARTY DEFENDANT HUGHSON

7. Plaintiff re-alleges and incorporates by reference all preceding paragraph as though more fully set forth herein.

8. That on or about February 26, 2021, Defendant HUGHSON was the driver of a motor vehicle with the plate number 053X493 and he operated said vehicle in a negligent manner, with the owner's consent, causing a collision with Plaintiff's vehicle and thereby causing injuries to Plaintiff, constituting a serious impairment of a body function that affects her ability to live her normal life.
9. Upon information and belief, Defendant HUGHSON, was operating the aforementioned vehicle within the scope of his employment with Defendant TROY.
10. Upon information and belief, Defendant TROY, is the owner of the aforementioned vehicle, operated by Defendant HUGHSON.
11. Although governmental entities generally have immunity to tort actions, MCL 691.1405 provides an exception for bodily injury and property damage resulting from the negligent operation by any officer, agent, or employee of the governmental agency, of a motor vehicle of which the governmental agency is owner.
12. That as set forth below, Defendant HUGHSON, negligently operated a government owned vehicle causing bodily injury.
13. That on the date and time aforesaid, Defendant owed duties to Plaintiff to operate said motor vehicle with reasonable care and caution under the Motor Vehicle Code of the State of Michigan, being MSA 9.2101 et seq., and the common law in such case made and provided, but breached said duties in at least one or more of the following particulars, so far as it is presently known.

14. That among those Statutes Defendant HUGHSON violated include, but are not limited to the following:

| | | |
|--------|------------|---|
| M.C.L. | 257.401 | Owner liability; |
| M.C.L. | 257.402 | Vehicle struck from rear; |
| M.C.L. | 257.626 | Reckless driving; |
| M.C.L. | 257.626(b) | Careless or negligent driving; |
| M.C.L. | 257.627 | General restrictions as to speed - assured clear distance ahead; |
| M.C.L. | 257.628 | Failure to observe a speed limit or traffic control sign or signal; |
| M.C.L. | 257.637 | Passing on right side of vehicle; |
| M.C.L. | 257.643 | Following too closely; |
| M.C.L. | 257.705 | Brakes; |

15. That Plaintiff sustained personal injuries as a direct and proximate result of the negligent acts and or omissions as herein alleged.
16. That as a direct and proximate result of negligence of Defendant, their Agents, servants and/or employees either real or ostensible, as aforesaid, the Plaintiff:
- Sustained severe bodily injuries, which were painful, disabling, and necessitated medical care;
 - Suffered shock and emotional damage;
 - Sustained possible aggravation of pre-existing conditions and/or reactivation of dormant conditions;

- d. Was unable to attend to their usual affairs;
 - e. Was unable to render services as formerly;
 - f. Hampered said Plaintiff in the enjoyment of the normal pursuit of life as before;
 - g. 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; and,
 - h. Said Plaintiff will continue to have pain and suffering as well as permanency, all as a result of Defendant's negligence as hereinbefore alleged
17. 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.
18. Plaintiff will continue to have pain and suffering as well as permanency, all as a result of the Defendant's negligence, as herein before alleged.
19. As a direct and proximate result of the negligence of Defendant and the resulting injuries to Plaintiff, the Plaintiff sustained a serious impairment of a bodily function as an objectively manifested impairment of an important body function that affects the Plaintiff's general ability to lead a normal life including but not limited to: back, neck, and head injuries with a concussion and ongoing pain, as well as aggravation of pre-existing conditions and/or reactivation of dormant conditions, and other serve injuries.
20. The amount in controversy herein exceeds the sum of Twenty-Five Thousand Dollars (\$25,000).

WHEREFORE, Plaintiff asks for damages in her favor and against the Defendant in whatever amount Plaintiff is found to be entitled, together with interest, costs, and attorney's fees.

**COUNT II - OWNER LIABILITY AGAINST THIRD
PARTY DEFENDANT CITY OF TROY**

21. Plaintiff incorporates by reference paragraphs 1 through 20 as though fully stated herein.
22. That on or about February 26, 2021, Defendant TROY was the owner of a motor vehicle with the plate number 053X493 and with Defendant TROY'S express and implied consent, Defendant HUGHSON operated said motor vehicle negligently, thereby causing injuries to Plaintiff, constituting a serious impairment of a body function that affects her ability to live her normal life.
23. Pursuant to the Civil Liability Act, MCL 691.1405, Defendant TROY, as owner, is liable for the negligent operation of the motor vehicle by Defendant, HUGHSON, and the damages suffered by Plaintiff as detailed elsewhere in this complaint and incorporated herein, pursuant to the motor vehicle exception to governmental immunity.
24. That Plaintiff, BLANCHARD, sustained personal injuries as a direct and proximate result of the negligent acts and or omissions as herein alleged.
25. That as a direct and proximate result of negligence of Defendant, their Agents, servants and/or employees either real or ostensible, as aforesaid, the Plaintiff:
 - a. Sustained severe bodily injuries, which were painful, disabling, and necessitated medical care;
 - b. Suffered shock and emotional damage;

- c. Sustained possible aggravation of pre-existing conditions and/or reactivation of dormant conditions;
- d. Was unable to attend to their usual affairs;
- e. Was unable to render services as formerly;
- f. Hampered said Plaintiff in the enjoyment of the normal pursuit of life as before;
- g. 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; and,
- h. Said Plaintiff will continue to have pain and suffering as well as permanency, all as a result of Defendant's negligence as hereinbefore alleged

26. As a direct and proximate result of the negligence of Defendant STERLING HEIGHTS and the resulting injuries to Plaintiff, the Plaintiff sustained a serious impairment of a bodily function as an objectively manifested impairment of an important body function that affects the Plaintiff's general ability to lead a normal life including but not limited to: neck, back, and head injuries with ongoing pain, as well as aggravation of pre-existing conditions and/or reactivation of dormant conditions, and other serve injuries.

**COUNT III: RESPONDEAT SUPERIOR LIABILITY AGAINST
THIRD PARTY DEFENDANT CITY OF TROY**

27. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though more fully set forth herein.

28. That CITY OF TROY employed or constructively employed HUGHSON on February 26, 2021.
29. That HUGHSON was in the course and scope of his employment or authority on February 26, 2021.
30. That during the course and scope of his employment or authority defendant, HUGHSON, operated the motor vehicle in a negligent manner by making an abrupt turn causing a collision with Plaintiff's vehicle, which caused the Plaintiff to be severely injured.
31. As a direct and proximate result of the negligence of Defendant and the resulting injuries to Plaintiff, the Plaintiff sustained a serious impairment of a bodily function as an objectively manifested impairment of an important body function that affects the Plaintiff's general ability to lead a normal life.

COUNT IV AND V:
MOTOR VEHICLE EXCEPTION TO GOVERNMENTAL IMMUNITY
AND GROSS NEGLIGENCE AGAINST DEFENDANT DRIVER HUGHSON

32. Plaintiff reincorporates all the allegations, as though fully stated herein.
33. On the date February 26, 2021, Defendants breached their duties to Plaintiff. Defendant TROY breached its duty by allowing the negligent operation of the motor vehicle (Police vehicle) under the Motor Vehicle Code, (and Defendant HUGHSON breached his duties by gross and negligent operation of the Police Vehicle) being MSA 9.2101 *et seq.*, Ordinances of the City of Sterling Heights, and the laws of the State of Michigan including the Exceptions

to Government Immunity at MCLA 691.1401 et seq, specifically the Motor Vehicle Exception (691.1405), and the common law in at least one or more of the following ways:

- a. Operated said vehicle without having it under constant control;
- b. Failed to make proper observation and failed to observe the presence of other users of the road and/or failed to take timely or proper action on such observation as was made in order to avoid a collision;
- c. Operated said vehicle in a careless and heedless manner, without due regard for the rights and safety of others, particularly the Plaintiff herein, and operated said vehicle without due care and circumspection and at a speed and in a manner so as to endanger or be likely to endanger persons and property in violation of MSA 9.2326;
- d. Failed to maintain the horn, brakes and other equipment of its motor vehicle in good working order as required by MSA 9.2405 and MSA 9.2406, and/or failed to sound the horn of her vehicle or to apply the brakes, when in sufficient time to take such action, she saw or should have seen that it was necessary to avoid a collision;
- f. Improperly breaking in the roadway;
- e. Operated said vehicle at a speed in excess of the legal rate of speed posted or otherwise provided;
- g. Operated said vehicle at a careless and imprudent rate of speed greater than was reasonable and proper, having due regard to the traffic, surface and width of said highway and of other conditions then existing, and operated the aforesaid vehicle at a speed greater than would permit it be brought to a stop within the assured clear distance ahead, and failed to bring the vehicle to a stop within the assured clear distance ahead, in violation of MSA 9.2327;

- h. Defendant owner is guilty of independent negligence to Plaintiff by carelessly entrusting the operation of said motor vehicle to a person who was unfit to operate a vehicle on the roadway of this state by reason of her inexperience and/or habitually negligent driving which was known to Defendant owner or in the exercise of reasonable care, should have been known to Defendant owner.
- 34. Defendant HUGHSON was driving the Police Vehicle owned by CITY OF TROY with the express and implied consent and knowledge of its owner, TROY, and Defendant, HUGHSON, was in the course and scope of his employment with TROY, said company being liable under the doctrine of Respondeat Superior and the Owners Liability Act when HUGHSON negligently operated TROYS Police Vehicle which led to Plaintiff's injuries.
- 35. Plaintiff, sustained injuries as a direct and proximate result of the Defendants' negligent and grossly negligent operation of a government owned vehicle, as herein alleged.
- 36. As a direct and proximate result of the gross negligence of Defendant HUGHSON and Defendant TROYS and pursuant to the Motor Vehicle Exception to Government Immunity, their agents, servants and/or employees either real or ostensible, as aforesaid, Plaintiff:
 - a. Sustained severe bodily injuries which were painful, disabling and necessitated medical care, including, but not limited to her neck, back, head and other parts of her body, as well as 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 her usual affairs;
 - e. Was unable to render services, as formerly;
 - f. Hampered Plaintiff in the enjoyment of the normal pursuit of her life, as before;
 - g. 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;
 - h. Plaintiff will continue to have pain and suffering as well as permanency, all as a result of Defendant's conduct, as herein before alleged;
 - i. Plaintiff's injuries are to her neck, back, head, as well as to others body parts of her body to be revealed through discovery;
37. As a direct and proximate result of the negligence of Defendants, Plaintiff sustained a serious impairment of a body function including but not limited to her neck and back with head injuries as well as other body parts that affects her general ability to lead a normal life.
38. 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, Plaintiff, ANGELA BLANCHARD, respectfully requests that this Honorable Court enter a Judgment against Defendants, CITY OF TROY, and HUGHSON, in such an amount as the trier of fact shall determine to be fair and just, but which sum will clearly exceed Twenty-Five Thousand Dollars (\$ 25,000.00), together with interest, costs, attorney fees, and such other relief as this Court may deem appropriate, in equity, fairness and good conscience.

Respectfully submitted,

ROMANO LAW, PLLC

By: Daniel G. Romano
DANIEL G. ROMANO (P49117)
ROMANO LAW, PLLC
Attorneys for Plaintiff
30300 Telegraph Rd Suite 125
Bingham Farms, MI 48025
(248) 750-0270

Dated: February 10, 2023

DEMAND FOR JURY

NOW COMES Plaintiff, ANGELA BLANCHARD, by and through her attorneys,
ROMANO LAW, PLLC, and hereby demands a trial by jury of the within cause.

Respectfully submitted,

ROMANO LAW, PLLC

By: Daniel G. Romano
DANIEL G. ROMANO (P49117)
ROMANO LAW, PLLC
Attorneys for Plaintiff
30300 Telegraph Rd Suite 125
Bingham Farms, MI 48025
(248) 750-0270

Dated: February 10, 2023



500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01a

CITY COUNCIL AGENDA ITEM

Date: March 6, 2023

To: Mark F. Miller, City Manager

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

Subject: ANNOUNCEMENT OF PUBLIC HEARING – PRELIMINARY SITE PLAN REVIEW (File Number SP2022-0027) – Proposed Estates at Eckford (One Family Residential Cluster), South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District.

The petitioner Mondrian Properties submitted the above referenced Preliminary Site Plan application for a 26-unit One Family Residential Cluster on a 7.56-acre parcel. The development proposes to preserve 35% of dedicated open space. The petitioner is proposing homes which range in size from an 1,990 square foot ranch to a 2,900 square foot colonial.

City Council has the authority to approve these types of developments following a recommendation by the Planning Commission. The Planning Commission held a public hearing on this item on February 14, 2023 and recommended approval of this item by a vote of 7-1.

During the meeting the applicant offered to provide patios instead of decks for all homes. This eliminates the need for rear yard setback relief for decks for all 26 units. The applicant seeks setback relief from the 40-foot perimeter setback requirement for Unit 26, where only 32 feet is provided between the house and the property line to the south.

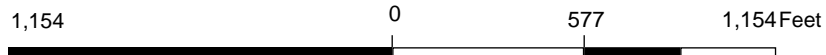
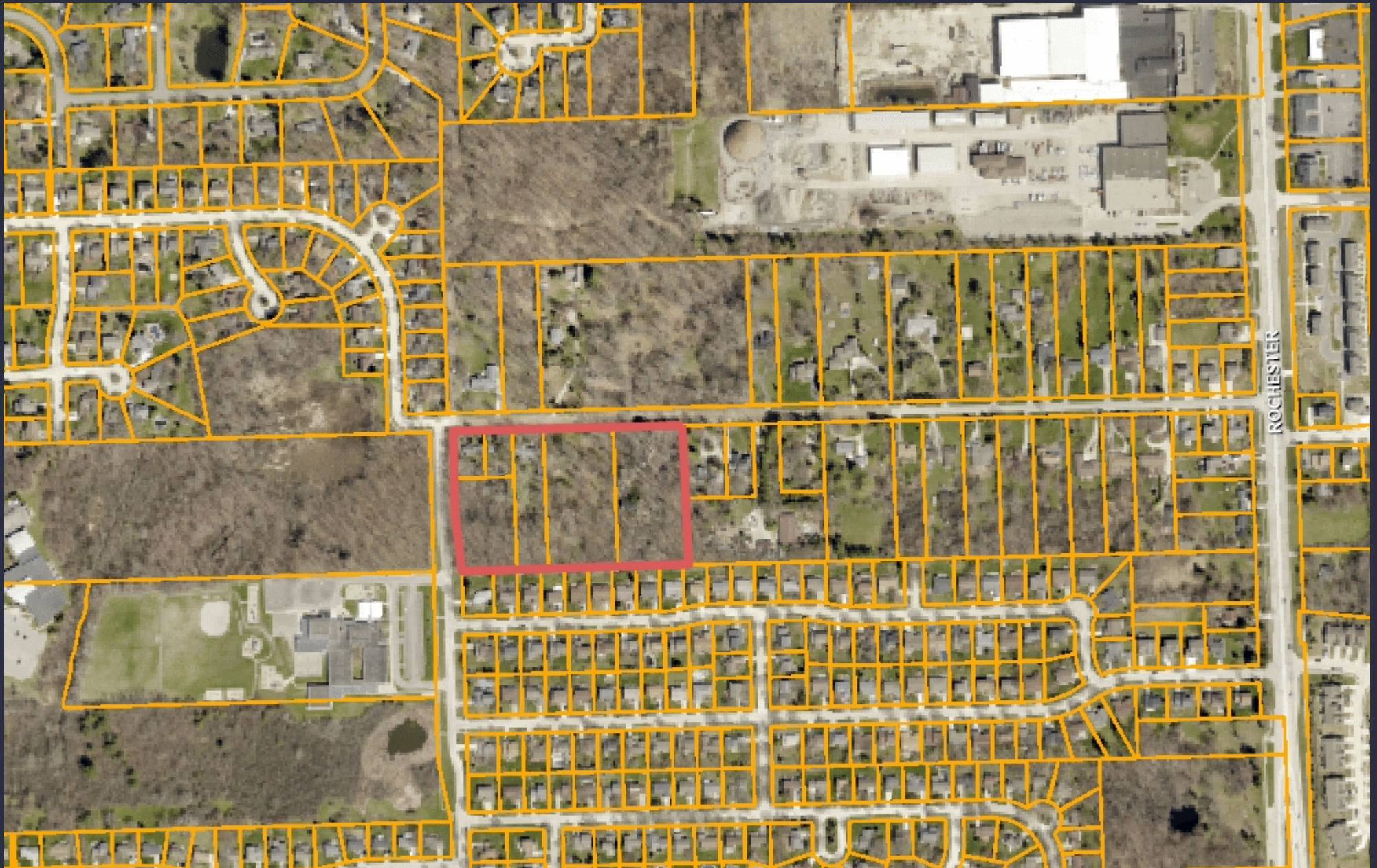
A City Council public hearing has been scheduled for March 20, 2023.

Legal Review

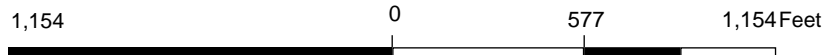
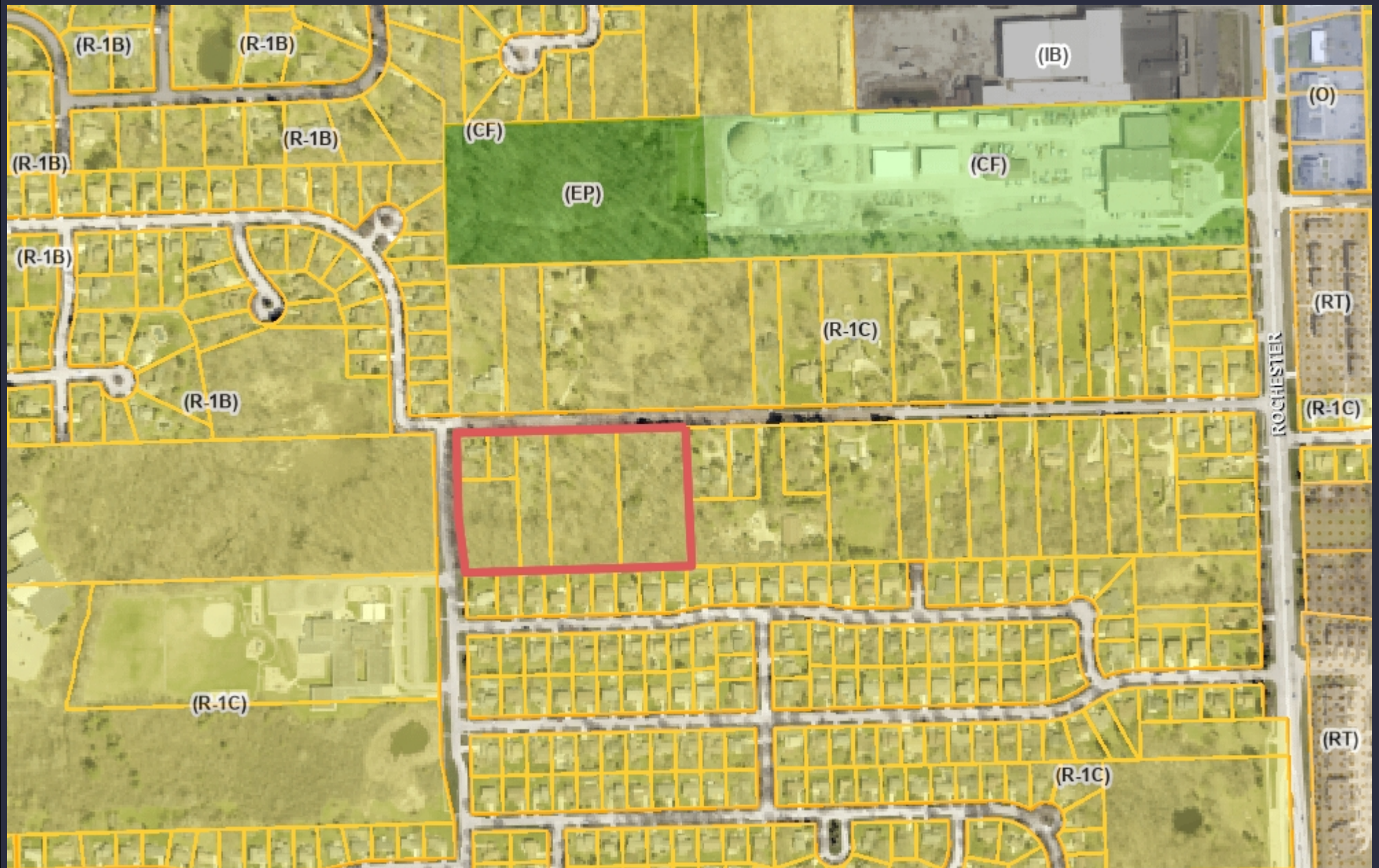
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. OHM Memo, dated January 31, 2023
4. Minutes from February 14, 2023 Planning Commission Regular meeting (excerpt)
5. Preliminary Site Plan Application



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.



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.



Carlisle | Wortman
ASSOCIATES, INC.

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

Date: February 7, 2023

Preliminary Site Condominium Cluster Review For City of Troy, Michigan

| | |
|--------------------------|---|
| Project Name: | Estates of Eckford |
| Plan Date: | January 12, 2023 |
| Location: | Southeast corner of Eckford Drive and Tallman Drive |
| Zoning: | R-1C, One-family Residential District |
| Action Requested: | Preliminary Site Condominium Cluster Approval |

PROJECT AND SITE DESCRIPTION

We are in receipt of a preliminary site plan application for a twenty-six (26) unit detached single-family cluster development. Nine (9) of the lots will be accessed off Eckford, one (1) lot off Tallman, and the remaining sixteen (16) lots will be accessed from a new private road that is located off Tallman Drive. The site is six (6) parcels and is a total of 7.56 acres. The site is vacant but encumbered with wetlands and tree cover. The development is directly across Eckford Drive from the recently approved Eckford Oaks cluster development.

The applicant proposes a cluster development. The base density base under the R-1C, One-Family Residential as determined by the submission of a parallel plan is twenty (20) units. See parallel plan section for more details. The applicant is seeking six (6) additional units above the parallel plan density by providing 35% of the total site as open space, and preserving a significant amount of the onsite wetlands. Furthermore, the applicant is also providing a 10-foot-wide public bike path through their development. The path is intended to continue the path that starts at the Daisy Knight Dog Park on Livernois through the DPW site just to the north.

The applicant is proposing a ranch, story and a half, and colonial option which range in size from a 1,990 sq/ft ranch with second floor option to a 2,900 sq/ft colonial.

Figure 1. - Location and Aerial Image of Subject Site



Size of Subject Property:

The parcel is 7.56 acres

Proposed Uses of Subject Parcel:

Twenty-six (26) detached single family condominium cluster development.

Current Use of Subject Property:

The subject property is currently vacant

Current Zoning:

The property is currently zoned R-1C, One-family Residential District.

Surrounding Property Details:

| Direction | Zoning | Use |
|-----------|---------------------------------------|-----------------------|
| North | R-1C, Cluster Development | Single-family Cluster |
| South | R-1C, One-family Residential District | Single-family homes |
| East | R-1C, One-family Residential District | Single-family homes |
| West | R-1B, One-family Residential District | Vacant (Troy Schools) |

NATURAL RESOURCES

Topography:

A topographic survey has been provided on sheet P-1.0. The site slopes from the northwest to southeast.

Wetlands:

The survey indicates onsite wetlands, primarily on the southeast and eastern portions of the site. The application impacts onsite wetlands. The applicant did not provide a wetland delineation report or a permit review from EGLE.

Woodlands:

A tree survey has been provided to inventory the natural features that exist onsite. The survey identified a total of approximately 550 trees on site. The applicant is preserving a good amount of onsite trees. Most are noted as good quality with only a few invasive species. Full replacement and preservation details are shown in **Table 2**.

Table 2. – Woodland Protection Ordinance

| Replacement Details | | |
|-------------------------|------------------|----------------------|
| Protected Tree | Inches Removed | Replacement Required |
| Landmark | 1590 inches | 1590 inches |
| Woodland | 1530 inches | 765 inches |
| Preservation/Mitigation | Inches Preserved | Credit |

| | | |
|--------------|---|-------------|
| Landmark | 831 inches | 1662 inches |
| Woodland | 911 inches | 1822 inches |
| Total | 0 inches required for replacement. The number of inches preserved and credited exceed the mitigation required. | |

Items to be addressed: Provide wetland delineation report and a permit review from EGLE.

PARALLEL PLAN

The parallel site plan provided by the applicant includes five (5) lots constructed atop the wetlands on the east and southeast portions of the site. This includes lots 7, 9, 23, 24, and 25. Due to the presence of wetlands, development on these lots would require a permit from EGLE and may not be realistic. Excluding these lots from the parallel site plan, we find the base density in the parallel plan to be twenty (20) lots.

Based on 20 lots and 1.35 (based on 35% open space) the allowable number of units is 27 lots. The applicant is seeking approval of twenty-six (26) lots. Even by reducing the parallel plan by five (5) lots, the applicant is still able to obtain the requested 26 units by providing 35% open space.

Items to be addressed: none

SITE ARRANGEMENT

The proposed one-family cluster development consists of twenty-six (26) units. Nine (9) of the lots will be accessed off Eckford, one (1) lot off Tallman, and the remaining sixteen (16) lots will be accessed from a new private road that is located off Tallman Drive. The smallest lot in size is 6,300 sq. ft and the average lot size is 7,086 sq. ft.

The cluster option is offered as an alternative to traditional residential development. The cluster option is intended to:

1. Encourage the use of property in accordance with its natural character.
2. Assure the permanent preservation of open space and other natural features.
3. Provide recreational facilities and/or open space within a reasonable distance of all residents of the Cluster development.
4. Allow innovation and greater flexibility in the design of residential developments.
5. Facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner.
6. Ensure compatibility of design and use between neighboring property.
7. Encourage a less sprawling form of development, thus preserving open space as undeveloped land.
8. Allow for design innovation to provide flexibility for land development where the normal development approach would otherwise be unnecessarily restrictive or contrary to other City goals

The applicant has submitted a parallel plan to establish a base density and portray the visual difference between traditional site design versus cluster development. Based on a parallel plan of 20 units, the applicant is seeking six (6) additional units above the parallel plan density by providing 35% of the total site as open space, preserving a significant amount of the onsite wetlands, and providing a 10-foot path that provides a trail connection.

Items to be addressed: *Planning Commission shall determine if requirements are met to qualify for cluster development options and if the additional number of units is commensurate with open space being preserved.*

AREA, WIDTH, HEIGHT, SETBACKS and REGULATORY FLEXIBILITY

The intent of the cluster development provisions is to relax the typical R-1C district bulk requirements in order to encourage a less sprawling form of development that preserves open space and natural resources. As set forth in 10.04.E, the applicant is able to seek specific departures from the dimensional requirements of the Zoning Ordinance for yards and perimeter setback as a part of the approval process.

Table 1. – Bulk Requirements

| | Required/Allowed | Provided | Compliance |
|--|--|--|---|
| Density | Overall density shall not exceed the number of residential cluster units as developed under a conventional site condominium, unless a density bonus has been granted by City Council. | Base Density = 20 units + Cluster bonus (35% bonus) = 27 units are allowed The applicant is seeking 26 units. | 26 units are permitted with City Council approval. |
| Perimeter Setback | Equal to the rear yard setback requirement for the underlying zoning district of the property directly adjacent to each border = 40-feet when adjacent to R1-C, otherwise 25-feet | Lots 1-25 comply. Lot 26 is only 32-feet, 40-feet required. | Lot 26 does not comply. See note below. |
| Lot Size | NA | Range in size from 6,300 sq. ft. and 9,723 sq. ft. | Complies with approval of Cluster by City Council |
| Front Setback (building) | 20 feet | Varies between 20-feet and 25-feet | Complies |
| Rear Setback (building) | 25-feet setback | 20-feet/25-feet (Eckford) 22-feet/27-feet (Internal) | Decks encroach into rear yard. See note below. |
| Side Setback (building) | 7.5-feet setback 15-feet total | 7.5-feet minimum 15-feet total | Complies |
| Open Space Requirements: Minimum Percentage | 20% | Proposing to preserve 2.7 acres of the 7.56 acres, or 35% for open space. | Complies. Applicant must submit open space preservation covenant. |

Lot 26, which is adjacent R-1C zoned lot, requires a 40-foot perimeter setback. The applicant is encroaching 8 feet into the required 40-foot setback. In addition, decks for all units extend 15-feet from every home, and hence encroach 15-feet in to the required 25-foot setback.

The City Council, based upon a recommendation from the Planning Commission, may waive the perimeter and rear lot provisions provided that the applicant has demonstrated innovative and creative site and building designs and solutions, which would otherwise be unfeasible or unlikely to be achieved absent this provision. The Planning Commission should consider the purpose and intent of the Cluster Development option in considering the setback deviations.

Items to be addressed: Consider the deck encroachment into perimeter and rear buffer for lot 26.

OPEN SPACE REQUIREMENTS

A requirement of the Cluster Option is to provide at least one (1) of the following open space benefits:

- a. **Significant Natural Features.** Preservation of significant natural features contained on the site, as long as it is in the best interest of the City to preserve the natural features that might be negatively impacted by conventional residential development. The determination of whether the site has significant natural features shall be made by the City Council, after review of a Natural Features Analysis, prepared by the applicant, that inventories these features; or
- b. **Recreation Facilities.** If the site lacks significant natural features, it can qualify with the provision of usable recreation facilities to which all residents of the development shall have reasonable access. Such recreation facilities include areas such as a neighborhood park, passive recreational facilities, soccer fields, ball fields, bike paths, or similar facilities that provide a feature of community-wide significance and enhance residential development. Recreational facilities that are less pervious than natural landscape shall not comprise more than fifty (50) percent of the open space. The determination of whether the site has significant natural features shall be made by the City Council after review of a Site Analysis Plan, prepared by the applicant, that inventories these features; or
- c. **Preservation of Common Open Space or Creation of Natural Features.** If the site lacks significant natural features, a proposed development may also qualify if the development will preserve common open space or create significant natural features such as wetlands. The determination of whether the site has significant natural features shall be made by the City Council after review of a Site Analysis Plan, prepared by the applicant, which inventories these features.

The site is approximately 7.5 acres, and the applicant is proposing to reserve 2.6 acres for common open space, or 35% of the total site. Open space is provided around the existing wetlands along the eastern portion of the site and a significant open space buffer along the southern property line. Within the southern buffer, the applicant is providing a 10-foot path that provides a trail connection.

As part of the review, the Planning Commission is to consider and make a recommendation to City Council if the layout and open space plan meets the intent and standards of the Cluster provision and has the applicant creatively designed the site to either preserve significant natural resources (trees, wetland) or provide quality open space and site amenities.

Guarantee of Open Space and Tree Preservation:

The applicant shall provide documentation to guarantee that all open space portions of the development will be preserved and maintained as approved and that all commitments for

such preservation and maintenance are binding on successors and future owners of the subject property. All such documents shall be subject to approval by the City Attorney. No structures (pools, sheds) or equipment (play structures, etc.) are permitted within the dedicated open space area.

Items to be addressed: *Planning Commission is to consider and make a recommendation to City Council if the layout and open space plan, and/or natural features meet the intent of the Cluster provision and has the applicant creatively designed the site to either preserve significant natural resources (wetland, trees) or provide quality open space.*

SITE ACCESS AND CIRCULATION

Vehicular

Access to sixteen (16) lots will be from a single location off Tallman Drive. The development will be served by an internal twenty-eight (28) foot wide private road, located inside of a forty (40) foot roadway easement.

Pedestrian

The applicant proposes a six (6) foot wide concrete sidewalk along the perimeter of the private road. In addition, the applicant is adding a sidewalk along Eckford Drive and Tallman Drive.

The applicant is also providing a 10-foot wide public bike path through their development. The path is intended to continue the path that starts at the Daisy Knight Dog Park on Livernois through the DPW site just to the north.

Items to be Addressed: *None*

STORMWATER

Stormwater will be managed by a regional detention system.

Items to be Addressed: *None.*

LANDSCAPING

One-Family Cluster development landscaping requirements are regulated by Section 13.02.F.2.

Table 2. – Landscaping Requirements

| Frontage | Required | Provided | Compliance |
|----------------------|--|----------|------------|
| Proposed Private Rd. | One (1) deciduous tree for every 50 lineal feet. $1,795/50 = 36 \text{ trees} = 36 \text{ trees}$ | 29 trees | Complies |

| | | | |
|---------------------|--|---|---------------------------|
| Eckford | One (1) large evergreen tree per fifty (50) lineal feet. 741 lf./30 lf = 25 evergreen trees | Total of 39 new trees and 20 existing. Applicant notes they can not put all required trees along Eckford due to utilities and wetlands. | Complies with PC approval |
| Tallman | One (1) large evergreen tree per fifty (50) lineal feet. 447 lf./30 lf = 15 evergreen trees | However, they put additional trees and preserved trees on Tallman to compensate. | |
| Overall Landscaping | 20% | 21.2% | Complies |

Items to be Addressed: None.

ELEVATIONS AND FLOOR PLANS

The applicant is proposing a ranch, story and a half, and colonial option which range in size from a 1,990 sq/ft ranch with second floor option to a 2,900 sq/ft colonial. Materials were not indicated.

Items to be Addressed: Indicate materials.

CLUSTER STANDARDS

As set forth in section 10.04.I, the applicant shall demonstrate that through the use of the Cluster option, the development will accomplish a sufficient number of the following objectives, as are reasonably applicable to the site, providing:

- Long-term protection and preservation of natural resources, natural features, and open space 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.
- Innovative and creative site design through flexibility in the siting of dwellings and other development features that would otherwise be unfeasible or unlikely to be achieved absent these regulations.
- Appropriate buffer and/or land use transitions between the Cluster development and surrounding properties.
- A compatible mixture of open space, landscaped areas, and/or pedestrian amenities.
- Sustainable design features and techniques, such as green building, stormwater management best practices, and low impact design, which will promote and encourage energy conservation and sustainable development.
- A means for owning common open space and for protecting it from development in perpetuity.

- g. Any density bonus is commensurate with the benefit offered to achieve such bonus.
- h. The cluster development shall be adequately served by essential public facilities and services, such as: streets, pedestrian or bicycle facilities, police and fire protection, drainage systems, refuse disposal, water and sewage facilities, and schools. Such services shall be provided and accommodated without an unreasonable public burden.
- i. The architectural form, scale, and massing shall ensure buildings are in proportion and complementary to those of adjacent properties and the selected building materials are of high, durable quality. The garage shall not be the dominant feature of a residential building.


RECOMMENDATIONS

Planning Commission shall determine if requirements are met to qualify for cluster development option, if the required standards have been met, and if the additional number of units is commensurate with open space being preserved.

Items to consider include:

- Applicant is seeking following relief:
 - Lot 26, encroaches eight (8) feet into the required 40-foot setback along the southern property line.
 - Decks for all units extend 15-feet into the required 25-foot setback.
- Indicate materials
- Provide wetland delineation report and a permit review from EGLE.

The Planning Commission may request that either the applicant address aforementioned items or make a recommendation for City Council consideration.



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

memorandum



Date: January 31, 2023

To: R. Brent Savidant, AICP
Scott G Finlay, PE

From: Sara Merrill, PE, PTOE

Re: Estates of Eckford– Single Family Residential
Anticipated Traffic Impacts

The purpose of this memorandum is to provide an overview of anticipated traffic impacts resulting from Estates of Eckford, a proposed site condominium development consisting of 26 single-family homes, developed under a cluster option and to be sited at the corner of Eckford drive and Tallman Drive. The development will provide access via a new residential street on the south side of Eckford Drive and via the connection to Tallman Drive. Eckford Drive is a two-lane local road, located east of Rochester Road between Wattles Road and Long Lake Road.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, provides trip generation rates for numerous land uses, based on thousands of studies throughout the United States and Canada. This data can then be used to estimate the number of vehicle trips generated by a development. For residential housing, traffic impacts are usually most noticeable during the peak hour of adjacent street traffic – that is, during morning and evening peak commuter periods, when traffic on the roads is most congested. In most areas, the morning (AM) peak is a one hour period that occurs between 7 am – 9 am, and the evening (PM) peak is a one hour period usually between 4 pm – 6 pm.

The table below provides the calculated number of trips generated for the proposed Eckford Oaks, based on the ITE Trip Generation Manual, 11th Edition, for Single-Family Detached Housing (ITE Land Use Code #210).

| Land Use | Number of Site-Generated Trips | | | | | | | | |
|---|--------------------------------|-----|-------|--------------|-----|-------|-------|-----|-------|
| | AM Peak Hour | | | PM Peak Hour | | | Daily | | |
| | In | Out | Total | In | Out | Total | In | Out | Total |
| Single-Family Detached Residential (26 units) | 5 | 17 | 22 | 18 | 10 | 28 | 146 | 146 | 292 |

During the morning (AM) peak hour, the proposed Estates of Eckford development is expected to generate 22 new trips: 5 inbound (entering the site), and 17 outbound (exiting the site). During the evening (PM) peak hour, the proposed site is expected to generate 28 new vehicle trips: 18 inbound (entering the site) trips, and 10 outbound (exiting the site). This pattern coincides with residents typically leaving in the morning for work and returning home in the evening.

Traffic volumes on residential streets are closely correlated with the number of residential units. While traffic on Eckford Drive will increase slightly over current conditions, the traffic volume will remain similar to many other residential streets. The traffic generated by the proposed development would be minimal, adding less than 30 vehicle trips during the peak (“busiest”) hour. This equates to approximately one vehicle every 2-3 minutes during the peak hours. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

PRELIMINARY SITE PLAN APPROVAL

5. **PUBLIC HEARING - PRELIMINARY SITE PLAN REVIEW (File Number SP2022-0027)**
– Proposed Estates at Eckford (One Family Residential Cluster), South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -002, -036, -037, -004, -005), Section 15, Currently Zoned R-1C (One Family Residential) District

Mr. Carlisle reviewed the Preliminary Site Plan application for the proposed Estates at Eckford cluster development. He addressed surrounding land uses and zoning, existing wetlands, applicant's request to seek six (6) additional units above the parallel plan density by providing 35% of open space, preservation of significant area of onsite wetlands and provision of a 10-foot-wide public bike path that would connect with the Daisy Knight Dog Park on Livernois.

Mr. Carlisle asked the Commission to consider the applicant's request for relief of required setbacks along the southern property line (Lot 26) and required setbacks to accommodate decks on all units. He asked that the applicant indicate building materials and provide a wetland delineation report and a permit review from EGLE (Environment, Great Lakes & Energy).

In summary, Mr. Carlisle said Planning Commission shall determine if requirements are met to qualify for a cluster development option, if required Cluster Standards (Section 10.04.I) have been met and if the additional number of units is commensurate with the open space being preserved.

Discussion among administration and Planning Commission:

- Clarification on proposed relief of required rear and side yard setbacks.
- Maintenance of trail.
- Purpose of T-turnaround (stub street).

Jim Eppink of J Eppink Partners, Inc. was present to represent Mondrian Properties. He addressed:

- Wetland delineation application and permitting review with EGLE.
- Proposed setbacks for Lot 26 and decks on all units; dimensional measurement of setbacks.
- Alternative to provide at-grade patios instead of decks.
- Density, as relates to parallel plan and by-right cluster development.
- Preservation of 35% open space.
- Intent to dedicate trail to the City of Troy.
- Application meets Master Plan intent by offering missing middle housing.
- Sidewalks and trail system through natural area.

There was discussion, some comments related to:

- Flexibility to offer homeowner patio or deck.
- Lot 26, as relates to setbacks and trailhead.
- Sustainable design features; preservation of quality wetlands, utilization of regional stormwater system by three neighborhoods.

- Process/application with EGLE to mitigate wetlands in three small pocket areas.
- Building materials; first floor brick on four sides; above levels brick, stone and/or hardie board.
- Building envelopes as relates to different home styles.
- Configuration of lots as relates to number of driveways on Eckford.
- Paving of entire gravel portion of Eckford; cost sharing among mutual developers.
- Traffic calming options.
- Trail material; asphalt.

Mr. Eppink agreed to provide patios instead of decks to eliminate the request for relief of setback requirements on all 26 units.

PUBLIC HEARING OPENED

- Anthony Kapas, 501 Eckford; addressed concerns with increased density, traffic, water problems and destroying beautiful existing neighborhood. He said the City Council and Planning Department are not listening to concerns expressed by residents and said City should be held accountable for their actions.
- Marilena Chis, 585 Thurber; expressed concerns with density, traffic, increase of students in Troy School District, and that green space is being destroyed, not preserved. She questioned perceived benefits of the development.
- Gary Blanck, 655 Thurber; addressed concerns with losing the natural environment, increased traffic especially related to school activity, and asked about woodland buffer.
- Deanna Tabar, 515 Thurber; addressed concerns with safety and privacy of nature trail, decrease in property values.

PUBLIC HEARING CLOSED

Mr. Carlisle addressed woodland buffer as relates to distance in feet to residential.

Mr. Eppink addressed the trail as relates to safety, privacy, maintenance and property values.

Mr. Savidant briefly reviewed the City Traffic Consultant OHM memorandum on anticipated traffic impacts that was included in the agenda packet.

Several Board members addressed the benefit for an applicant to utilize the cluster development option so that wetlands and natural resources can be preserved.

Resolution # PC-2023-02-013

Moved by: Fox

Seconded by: Faison

RESOLVED, The Planning Commission hereby recommends to the City Council that the proposed Estates of Eckford Site Condominium (One Family Residential Cluster), 26 units/lots, South side of Eckford, West of Rochester (Parcels 88-20-15-252-028, -

002, -036, -037, -004, -005), Section 15, approximately 7.56 acres in size, Currently Zoned R-1C (One Family Residential) District, be approved for the following reasons:

1. The cluster development better protects the site's natural resources than if the site were not developed as a cluster.
2. The cluster development better protects the adjacent properties than if the site were not developed as a cluster.
3. The cluster development is compatible with adjacent properties.
4. The site can be adequately served with municipal water and sewer.
5. The cluster development preserves 35% open space, to remain open space in perpetuity.

And approved with the following design considerations:

1. That patios only are provided with no option for decks.
2. That unit #26 be afforded flexibility of the 8-foot encroachment in the required perimeter setback.

Discussion on the motion on the floor.

Chair Lambert said he loves the trail and preservation of green space but expressed concern with the number of driveways going on Eckford. He said the City has been assured by the school superintendent in a written memorandum that the Troy School District can accommodate additional students. Chair Lambert stated the Planning Commission does not take into consideration tax revenues in its deliberation of proposed developments.

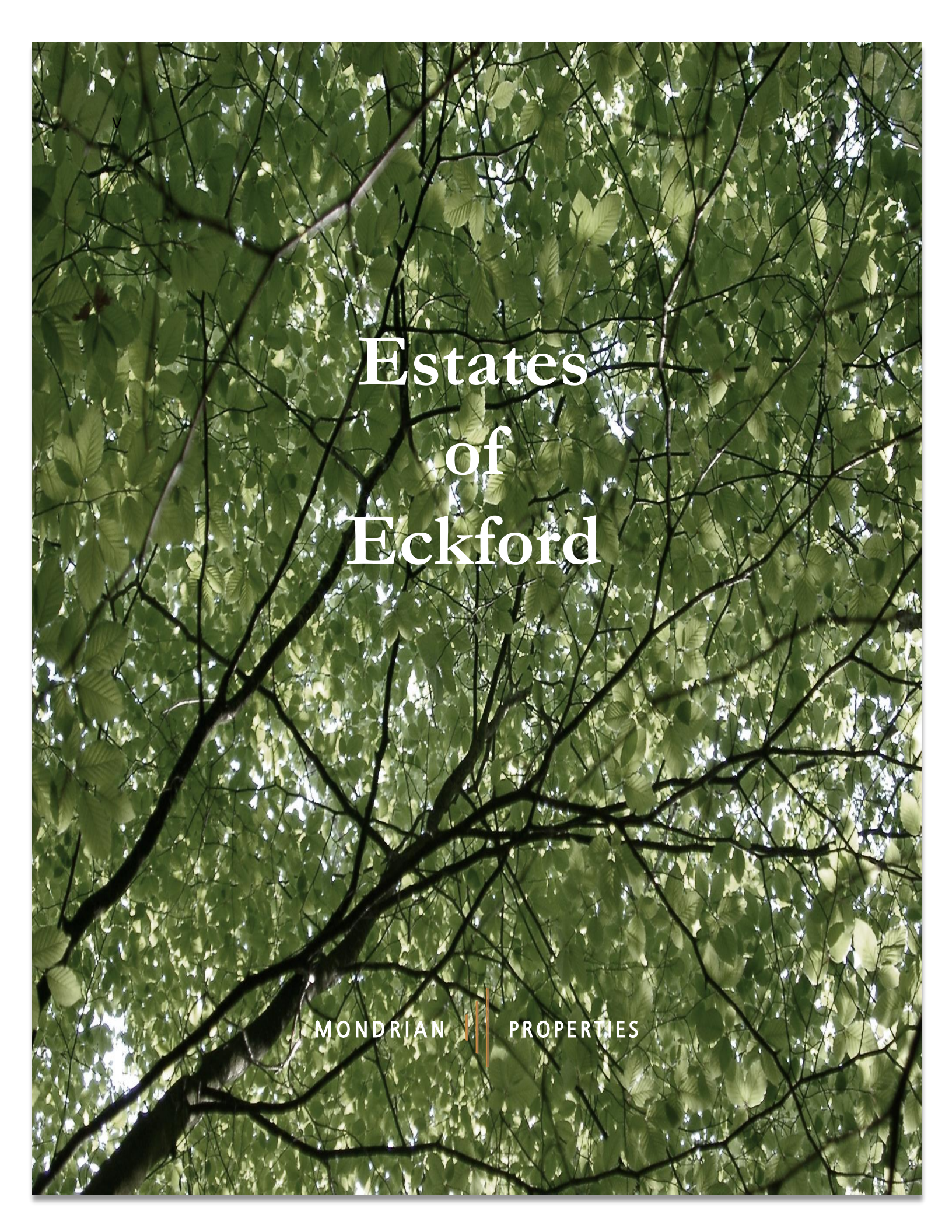
Mr. Buechner said that all Board members live in the City of Troy and that he has lived in two homes located on different trailways in the City. He shared that his family has never experienced any issues with safety, privacy, or lack of trail maintenance.

Mr. Krent said studies show property values increase for homes located on or near public trails and pathways.

Vote on the motion on the floor.

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

MOTION CARRIED



Estates of Eckford

MONDRIAN  PROPERTIES

To: City of Troy, Planning Department
From: Mondrian Properties
Re: Estates of Eckford

Dear Members of the Planning Commission,

We are pleased and honored to present **Estates of Eckford**, a **26 Unit Single Family** residential home community. At **Mondrian Properties** we pride ourselves on designing, developing and constructing premier homes and communities. In our two-decade-long history we have constructed more than 45 communities in Southeastern Michigan, many within the **City of Troy**.

The Mondrian team is comprised of a strong group of professionals that truly understand the complexity of this project. We have deep experience and commitment to building **High Quality Homes** which we will offer in combination with open space and buffer zones on this site. We feel confident that we will be able to manage this project with great respect, care and integrity for the surrounding community.

Our plan intends to **Preserve 2.7 Acres** (35%) of open space. We will also be offering **New Homes** intended for **Young families** and **Empty Nesters**. Our goal for this site is to work closely with the surrounding community and strategically placing the new homes while also replanting new trees. We are excited about this project and the **Open Space** we have been able to save and integrate into the plan.

As we are committed to being **Good Neighbors** to the community we have shared this information with our surrounding neighbors. Everyone received an informational package and were able to review the site plan and future home plans. We will continue to work in conjunction with the Surrounding Home Owners to ensure a smooth development and building process. We believe and are confident that our plan meets the **City of Troy's** intent for the **Cluster Option** while taking into consideration the surrounding community.

Best Regards

Joseph Maniaci
Mondrian Properties

**CITY OF TROY
PRELIMINARY SITE PLAN APPLICATION
ONE-FAMILY CLUSTER OPTION**

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



PRELIMINARY SITE PLAN REVIEW FEE
\$1,000.00
ESCROW FEE
\$1,800.00
ADMINISTRATIVE SITE PLAN REVIEW FEE
\$300.00

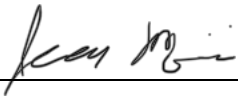
REGULAR MEETINGS OF THE CITY PLANNING COMMISSION ARE HELD ON THE SECOND AND FOURTH TUESDAYS OF EACH MONTH AT 7:00 P.M. AT CITY HALL.


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

-
1. NAME OF THE PROPOSED DEVELOPMENT: Estates of Eckford
2. ADDRESS OF THE SUBJECT PROPERTY: 500, 510, 530, & 650 Eckford Dr.
3. ZONING CLASSIFICATION OF THE SUBJECT PROPERTY: R1-C, one-family residential district
4. TAX IDENTIFICATION NUMBER(S) OF SUBJECT PROPERTY: 88-20-15-252-028, 002, 036, 037, 004, 005
5. DESCRIPTION OF PROPOSED USE: 28 lot single family development.

| | |
|--|----------------------------------|
| 6. APPLICANT: | PROPERTY OWNER: |
| NAME <u>Joseph Maniaci</u> | NAME <u>same</u> |
| COMPANY <u>Mondrain Properties</u> | COMPANY _____ |
| ADDRESS <u>50215 Schoenherr Rd.</u> | ADDRESS _____ |
| CITY <u>Shelby Twp.</u> STATE <u>MI</u> ZIP <u>48315</u> | CITY _____ STATE _____ ZIP _____ |
| TELEPHONE <u>586.726.7350</u> | TELEPHONE _____ |
| E-MAIL <u>jmaniaci@mondrainproperties.com</u> | E-MAIL _____ |

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

8. SIGNATURE OF APPLICANT  DATE 8.17.22

9. SIGNATURE OF PROPERTY OWNER  DATE 8.17.22

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

PRELIMINARY SITE PLAN SUBMITTAL CHECKLIST

THE FOLLOWING INFORMATION AND MATERIALS ARE NECESSARY FOR SUBMISSION:

- ☐ REQUIRED FEE
- ☐ ONE (1) FLASH DRIVE CONTAINING AN ELECTRONIC VERSION OF THE ENTIRE PRELIMINARY SITE PLAN APPLICATION (PDF Format) EMAIL SUBMITTALS ARE ACCEPTABLE

ONE (1) HARD COPY OF THE FOLLOWING:

- ☐ COMPLETED CITY OF TROY PRELIMINARY SITE PLAN APPLICATION FORM
- ☐ CERTIFIED BOUNDARY SURVEY
- ☐ CERTIFIED TOPOGRAPHIC SURVEY

TWO (2) HARD COPIES OF THE FOLLOWING:

- ☐ PRELIMINARY SITE PLAN SHOWING PROPOSED SITE LAYOUT AND USES
- ☐ PARALLEL PLAN AS PER SECTION 10.04.C.1.
- ☐ PRELIMINARY TREE PRESERVATION PLAN / TREE INVENTORY
- ☐ PRELIMINARY LANDSCAPE PLAN
- ☐ PRELIMINARY FLOOR PLANS
- ☐ PRELIMINARY ELEVATIONS
- ☐ PRELIMINARY GRADING PLAN
- ☐ PRELIMINARY LIGHTING PLAN
- ☐ WETLANDS DETERMINATION, IF REQUIRED

***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



Estates of Eckford Fact Sheet

Development

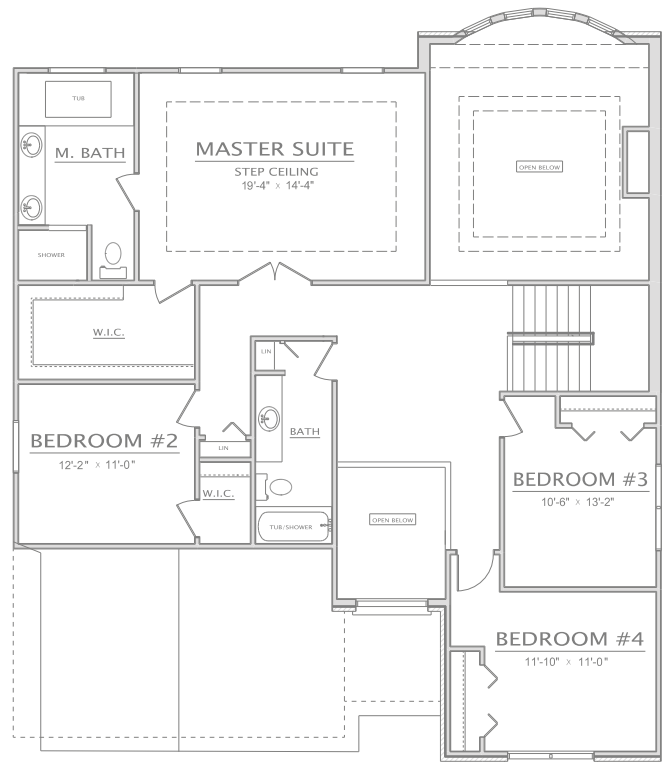
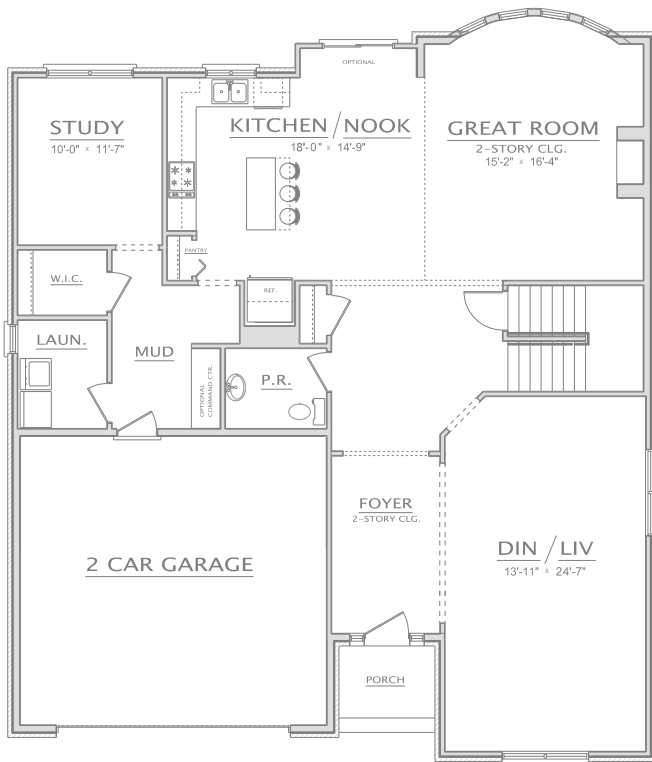
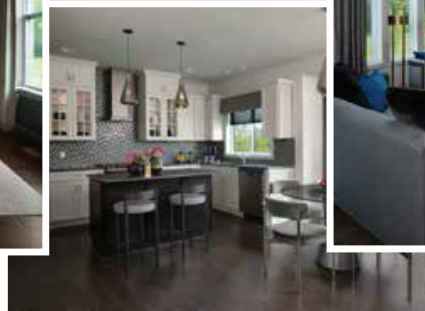
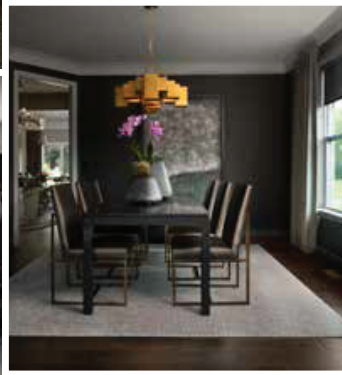
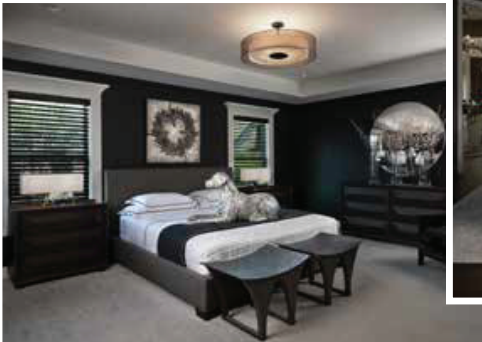
- 7.56 +/- Acres Site
- Zoning R-1C, Cluster Option
- 26 Single Family Homes
- Lot Sizes Approximately 60' x 105'
- Ranch, Story & Half and Colonial Home Styles
- Sizes from 1900 Square Feet and Above
- Development Start Spring 2023
- 30 Month Construction Period
- Off Site Model Homes Initially
- Main Road Access to the Site

Open Space

- Over 2.7 (35%) Acres of Open Space
- Buffer Zones
- Tree Replacement Plan
- Part of Troy Community Walking Trails

Contact Information

- Anita Khzouz
- E-mail: administration@mondrianproperties.com
- Phone: 586-726-7340



MONDRIAN

PROPERTIES

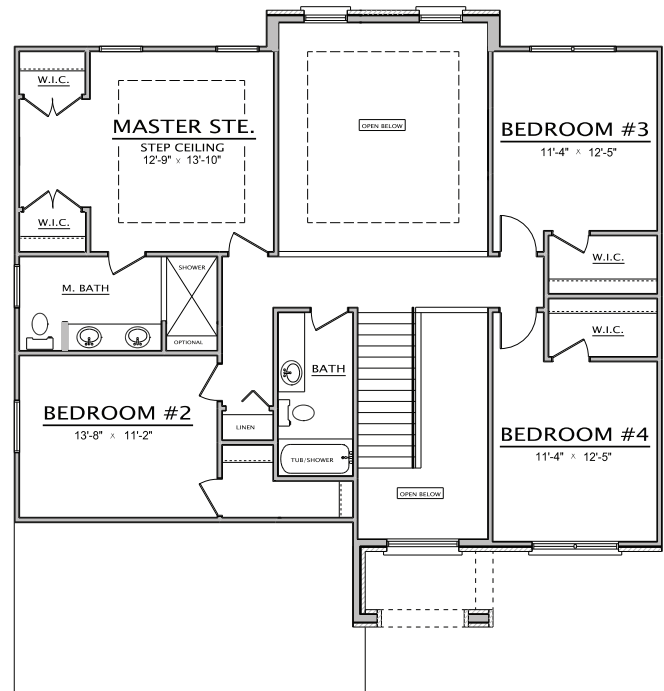
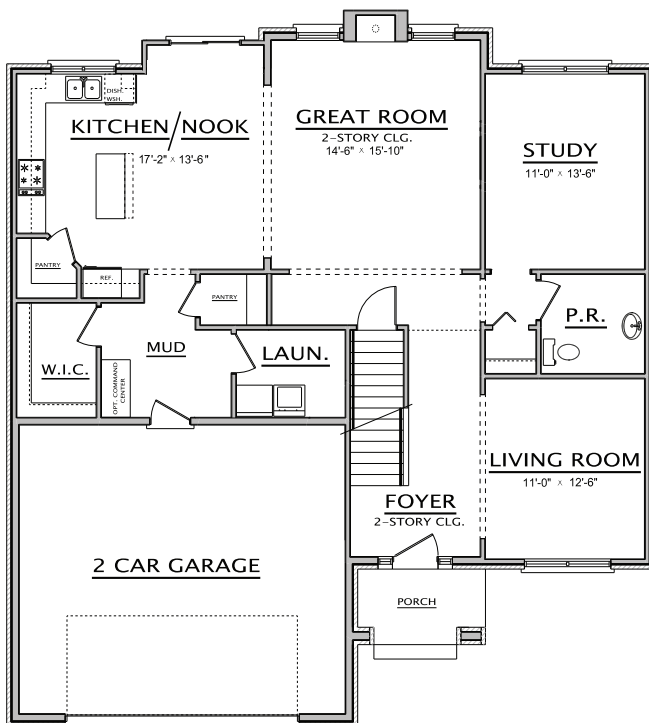
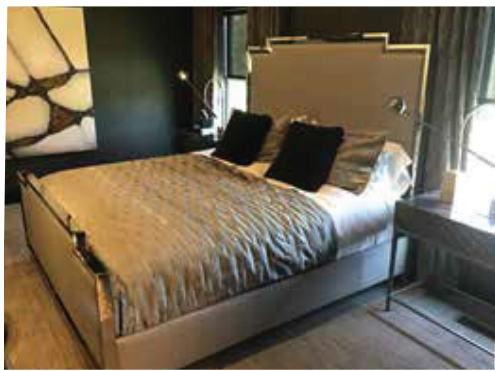
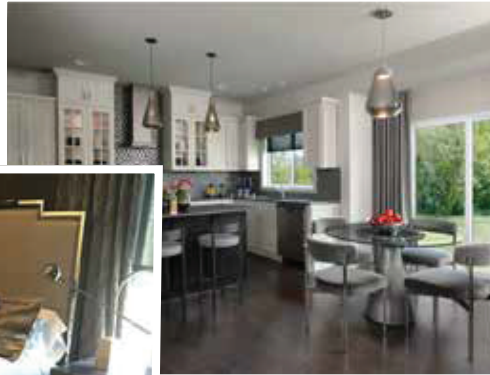
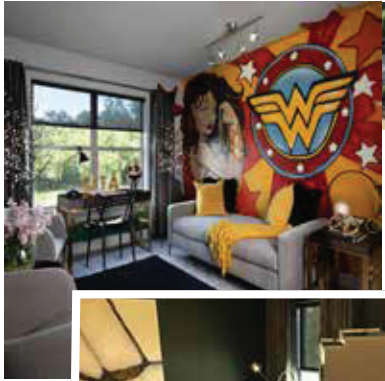
**MANOR
COLONIAL**
2900 sqft



MANOR COLONIAL

2900 sqft





MONDRIAN

PROPERTIES

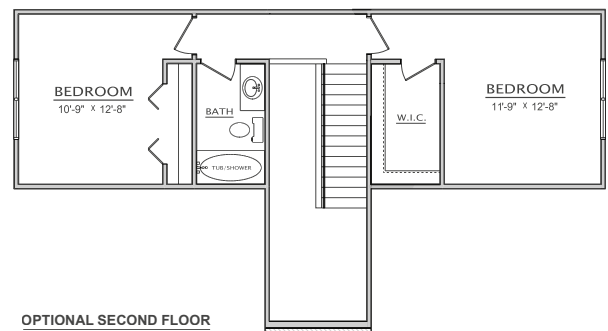
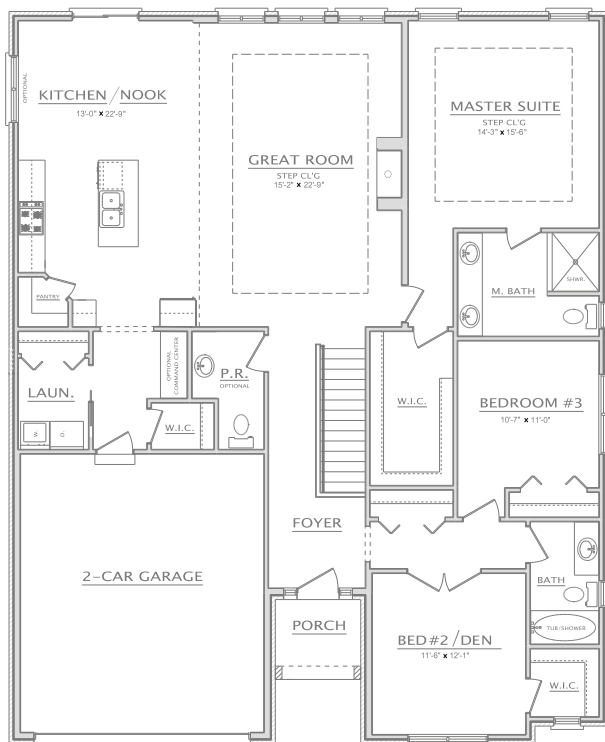
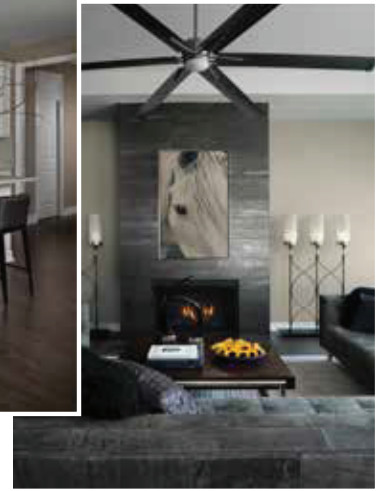
**TUDORGATE
COLONIAL**
2515 sqft



TUDORGATE COLONIAL

2515 sqft





HOMEWOOD RANCH

W/ OPTIONAL SECOND FLOOR
1990 SQFT.

MONDRIAN

PROPERTIES



HOMEWOOD RANCH

W/ OPTIONAL SECOND FLOOR
1990 SQFT.





The Estates of Eckford



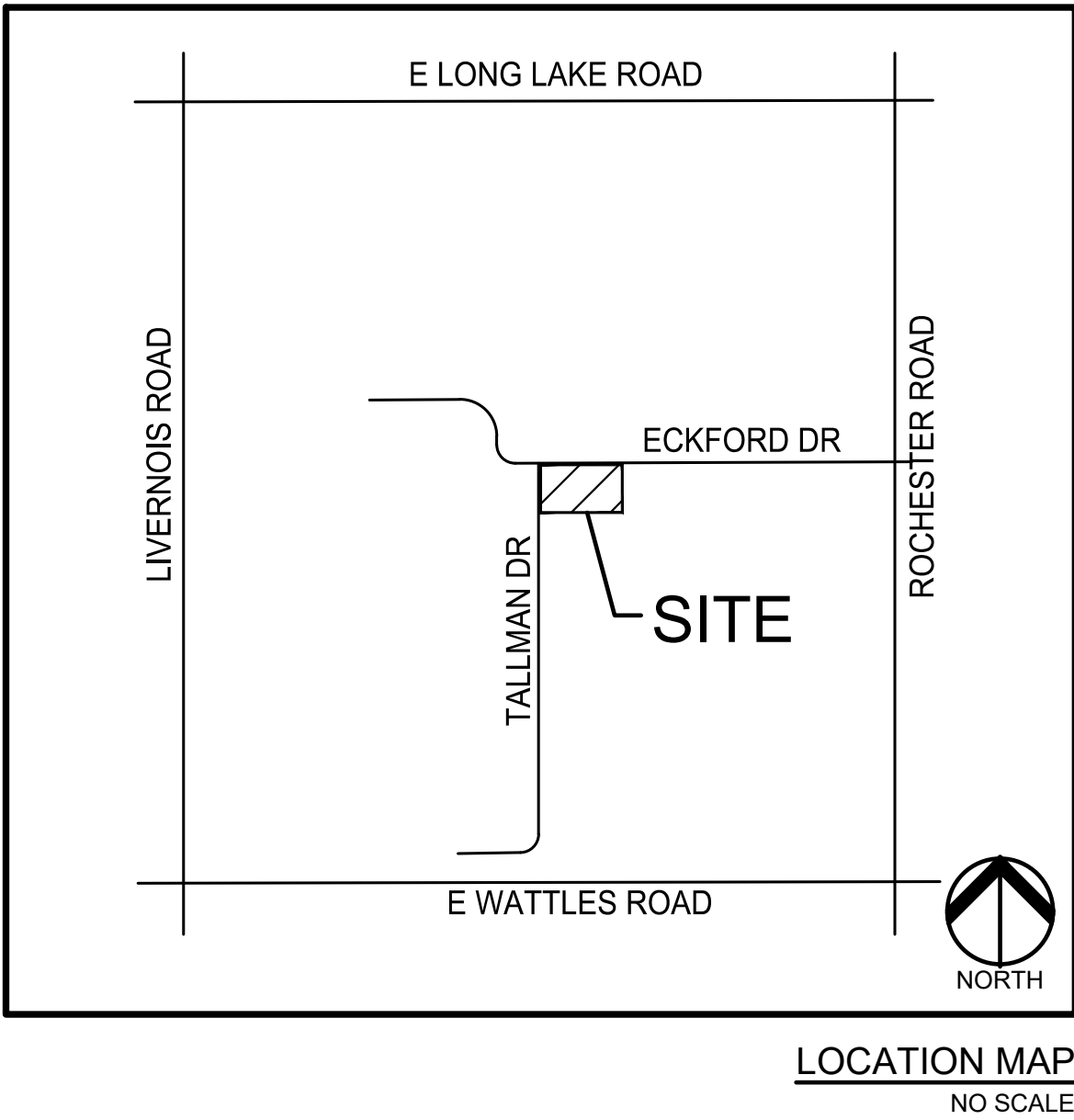
PRELIMINARY SITE PLANS

ESTATES OF ECKFORD

ECKFORD DR./TALLMAN DR.

TROY, OAKLAND COUNTY, MICHIGAN

| PERMIT / APPROVAL SUMMARY | | |
|---------------------------|---------------|-------------------|
| DATE SUBMITTED | DATE APPROVED | PERMIT / APPROVAL |
| | | |



| INDEX OF DRAWINGS | |
|-------------------|---|
| NUMBER | TITLE |
| | COVER SHEET |
| P-1.0 | TOPOGRAPHIC SURVEY |
| P-2.0 | PRELIMINARY SITE PLAN |
| P-2.1 | PARALLEL SITE PLAN |
| P-3.0 | PRELIMINARY GRADING PLAN |
| P-4.0 | PRELIMINARY UTILITY PLAN |
| L-1.0 | PRELIMINARY LANDSCAPE PLAN |
| T-1.0 | TREE PRESERVATION PLAN |
| T-1.1 | TREE PRESERVATION LIST |
| T-1.2 | TREE PRESERVATION LIST |
| | FOR REFERENCE |
| C-3 | DPW REGIONAL DETENTION POND - SITE PLAN |

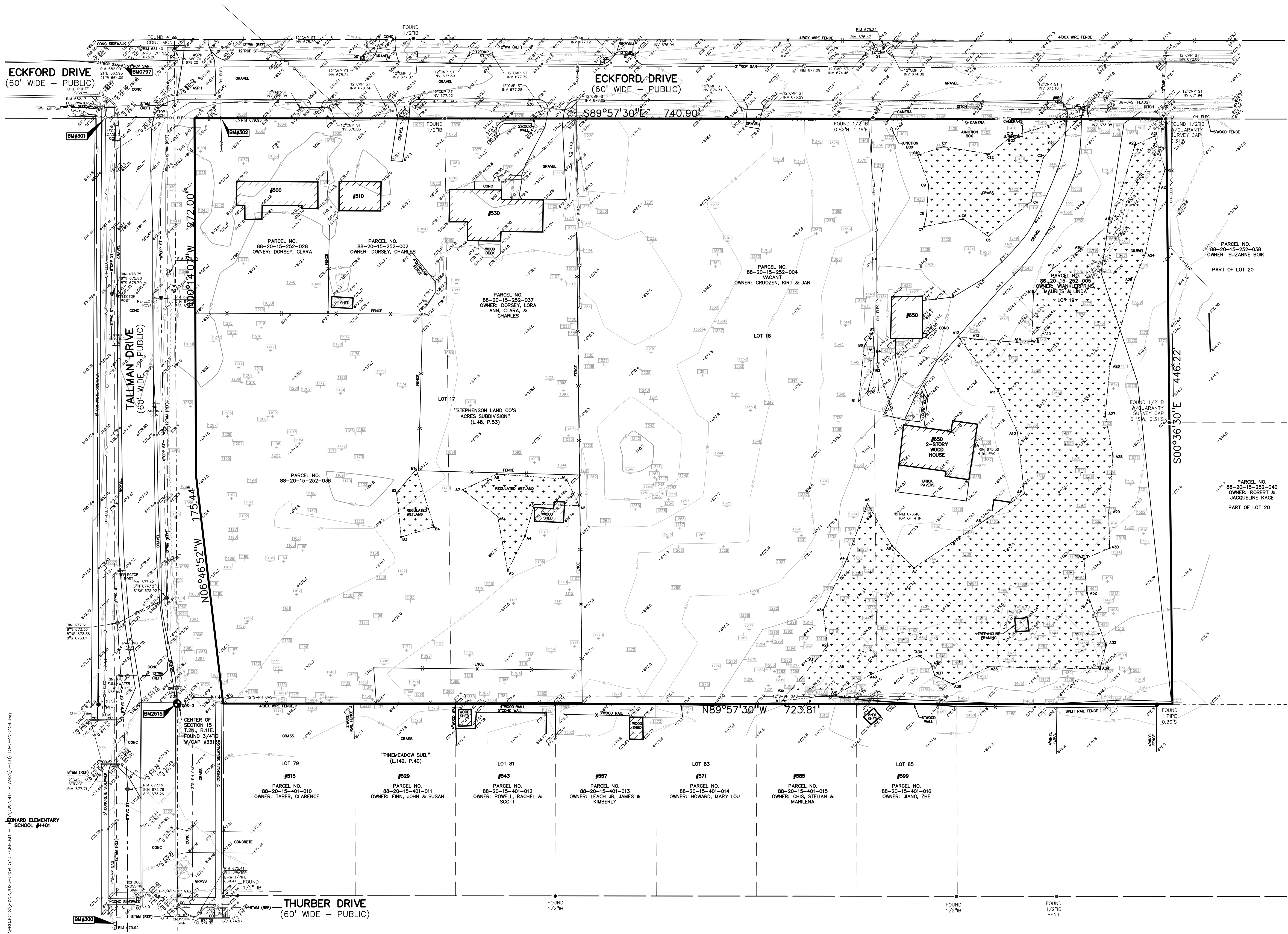
DESIGN TEAM

| OWNER/APPLICANT/DEVELOPER | CIVIL ENGINEER |
|---|---|
| MONDRAIN PROPERTIES 50215 SCHOENHERR RD. SHELBY TWP, MI 48315 CONTACT: JOSEPH MANIACI PHONE: 586.726.7350 EMAIL: JMANIACI@MONDRIANPROPERTIES.COM | PEA GROUP 2430 ROCHESTER COURT, STE. 100 TROY, MI 48063-1872 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM |
| | LANDSCAPE ARCHITECT |
| | PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KDIEZEL@PEAGROUP.COM |



| REVISIONS | |
|---------------------|-----------|
| DESCRIPTION | DATE |
| ORIGINAL ISSUE DATE | 1/12/2022 |
| | |





LEGEND

IRON FOUND
IRON SET
NAIL FOUND
NAIL & CAP SET

BRASS PLUG SET
MONUMENT FOUND
MONUMENT SET

SEC. CORNER FOUND
RECORDED
MEASURED
CALCULATED

EXISTING
OH-ELEC-W-O-ELEC, PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UG-CATV-UNDERGROUND CABLE TV, CATV PEDESTAL
UG-PHONE-TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
UG-ELEC-ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
GAS MAN. VALVE & GAS LINE HANDBOOK
WATERMAN. HYD. GATE VALVE, TAPPING SLEEVE & VALVE
SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE
COMBINED SEWER & MANHOLE
SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
POST INDICATOR VALVE
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
UNIDENTIFIED STRUCTURE
SPOT ELEVATION
CONTOUR LINE
FENCE
GUARD RAIL
STREET LIGHT
SIGN
CONC. CONCRETE
ASPH. ASPHALT
GRAVEL GRAVEL SHOULDER
WETLAND

REFERENCE DRAWINGS

WATER MAIN CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

SANITARY SEWER CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

STORM SEWER CITY OF TROY GIS, DATED 8-21-21
CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

GAS CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO101501.5, SHEET 7, DATED 2-1-11

FLOOD PLAIN FEMA F.I.R.M. MAP #26125C0534F, DATED 9-29-2006

BENCHMARKS
(GPS DERIVED - CITY OF TROY DATUM)

BM #300
ARROW ON HYDRANT WEST SIDE OF TALLMAN DRIVE, SOUTH OF LEONARD ELEMENTARY NORTH ENTRANCE.
ELEV. - 678.00

BM #301
BENCHMARK IN EAST FACE OF POWER POLE, SOUTH WEST CORNER OF ECKFORD DRIVE AND TALLMAN DRIVE.
ELEV. - 682.68

BM #302
MAG NAIL IN WEST FACE POWER POLE, SOUTH SIDE OF ECKFORD DRIVE AND EAST OF TALLMAN DRIVE.
ELEV. - 679.70

CITY OF TROY BM0797
N-RIM SAN M H W-BOUND LANE OF ECKFORD AT TALLMAN
ELEV. - 681.818(R)
ELEV. - 682.00(M)

CITY OF TROY BM2515
TOP OF 1/2" CAPPED IRON, E-SIDE TALLMAN AT B/C, N-END CONC ROAD C.O.C.
ELEV. - 677.98(R)
ELEV. - 678.104(M)

FLOODPLAIN NOTE:
BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26125C0534F, DATED SEPTEMBER 29, 2006.

LEGAL DESCRIPTION
(Per ATA NATIONAL TITLE GROUP COMMITMENT PACKAGE)

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

PARCEL ID 88-20-15-252-028 (Parcel 1)

THE NORTH 150 FEET OF THE WEST 115.98 FEET OF LOT 17, EXCEPT THE WEST 15 FEET THEREOF, STEPHENSON LAND CO'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-036 (Parcel 2)

LOT 17, EXCEPT THE EAST 100 FEET, ALSO EXCEPT THE NORTH 150 FEE OF THE WEST 190.98 FEET THEREOF, STEPHENSON LAND CO'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-037

THE EAST 100 FEET OF LOT 17, STEPHENSON LAND COMPANY'S ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48, PAGE 53 OF PLATS, OAKLAND COUNTY RECORDS.

PARCEL ID 88-20-15-252-002

PARCEL ID 88-20-15-252-004



0 20 40 80
SCALE: 1" = 40'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO. 2020-0454
P.M. JBT
DN. KMB
DES. DSK
DRAWING NUMBER:

NOT FOR CONSTRUCTION

P-1.0



ECKFORD DRIVE
(60' WIDE - PUBLIC)

S89°57'30"E 740.90'

TALLMAN DRIVE
(60' WIDE - PUBLIC)

THURBER DRIVE
(60' WIDE - PUBLIC)

SITE DATA:

LOCATION OF PROJECT:
SOUTHEAST CORNER OF ECKFORD DRIVE AND TALLMAN DRIVE

SIZE OF PROPERTY: 7.56 ACRES

CURRENT ZONING: R-1C, ONE-FAMILY RESIDENTIAL DISTRICT

MIN. LOT SIZE: 10,500 S

LOT SETBACK DIMENSIONS:

FRONT 30 FOOT SETBACK

REAR 40 FOOT SETBACK

| | |
|-------|-------------------|
| SIDES | 10 FOOT EACH SIDE |
|-------|-------------------|

| | |
|----------------|--------------------|
| MAXIMUM HEIGHT | 30 FEET, 2.5 STORY |
|----------------|--------------------|

| | |
|-----------|----------------|
| LOT WIDTH | 85 FEET (R-1C) |
|-----------|----------------|

LEGEND

- IRON FOUND
- ⊗ IRON SET
- NAIL FOUND
- ⊗ NAIL & CAP SET

 BRASS PLUG SET
 MONUMENT FOUND
 MONUMENT SET
 SEC. CORNER FOUND
 R RECORDED
 M MEASURED

EXISTING

-OH-ELEC-W-
-UG-CATV-TV
-UG-PHONE-T
-UG-ELEC-ELEK
W-PAS
S-S
S-S
D.D.
T T I
+690.91
670
X X X
Sun

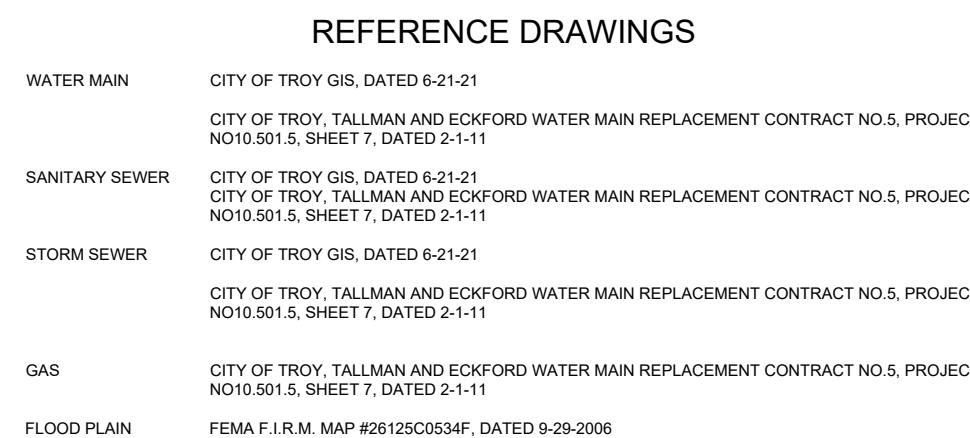
REFERENCE DRAWINGS

| | |
|----------------|--|
| WATER MAIN | CITY OF TROY GIS, DATED 6-21-21 |
| | CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO.01501.5, SHEET 7, DATED 2-11-11 |
| SANITARY SEWER | CITY OF TROY GIS, DATED 6-21-21 |
| | CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO.01501.5, SHEET 7, DATED 2-11-11 |
| STORM SEWER | CITY OF TROY GIS, DATED 6-21-21 |
| | CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO.01501.5, SHEET 7, DATED 2-11-11 |
| GAS | CITY OF TROY, TALLMAN AND ECKFORD WATER MAIN REPLACEMENT CONTRACT NO.5, PROJECT NO.01501.5, SHEET 7, DATED 2-11-11 |
| FLOOD PLAIN | FEMA F.I.R.M. MAP #061250034F, DATED 9-29-2006 |

| PARCEL TABLE | | |
|----------------|----------------|---------------|
| LOT NUMBER | LOT WIDTH (LF) | LOT AREA (SF) |
| 1 | 94.6 | 12339 |
| 2 | 90 | 11698 |
| 3 | 90 | 11698 |
| 4 | 90 | 11698 |
| 5 | 90 | 11698 |
| 6 | 90 | 11698 |
| 7 | 90 | 11698 |
| 8 | 105.7 | 13819 |
| 9 | 107 | 13995 |
| 10 | 90 | 11702 |
| 11 | 90 | 11702 |
| 12 | 90 | 11702 |
| 13 | 90 | 11702 |
| 14 | 90 | 11702 |
| 15 | 90 | 11702 |
| 16 | 94 | 12261 |
| 17 | 88.7 | 12148 |
| 18 | 76.5 | 9654 |
| 19 | 76.5 | 9654 |
| 20 | 76.5 | 9654 |
| 21 | 76.5 | 9654 |
| 22 | 76.5 | 9654 |
| 23 | 76.5 | 9654 |
| 24 | 76.5 | 9654 |
| 25 | 97.8 | 12458 |
| AVERAGE | 88 | 11400 |

*THE LOT SIZE AVERAGE OPTION HAS BEEN APPLIED PER SECTION 10.01
MIN. UNIT AREA REQUIRED = 9450 SQ. FT.
MIN UNIT WIDTH AT BLDG. SETBACK
REQUIRED = 76.50 FEET

S:\PROJECTS\2020\2020-0454 530 ECKFORD - TROY\DWG\SITE PLANS\2.1) PARALLEL-200454.dwg



PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS. GUTTER GRADE IN CURB LINES. * 622.50

—922—

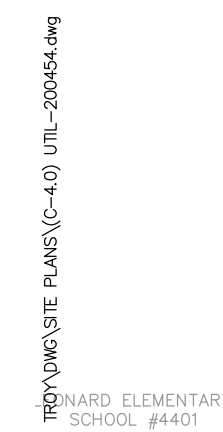
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

TOP OF WALL (T/W) AND BOTTOM OF WALL (B/W)
GRADES ARE THE FINISH GRADE AT THE TOP AND
BOTTOM OF THE RETAINING WALL, NOT ACTUAL TOP
AND BOTTOM OF THE WALL STRUCTURE.



REFERENCE DRAWINGS

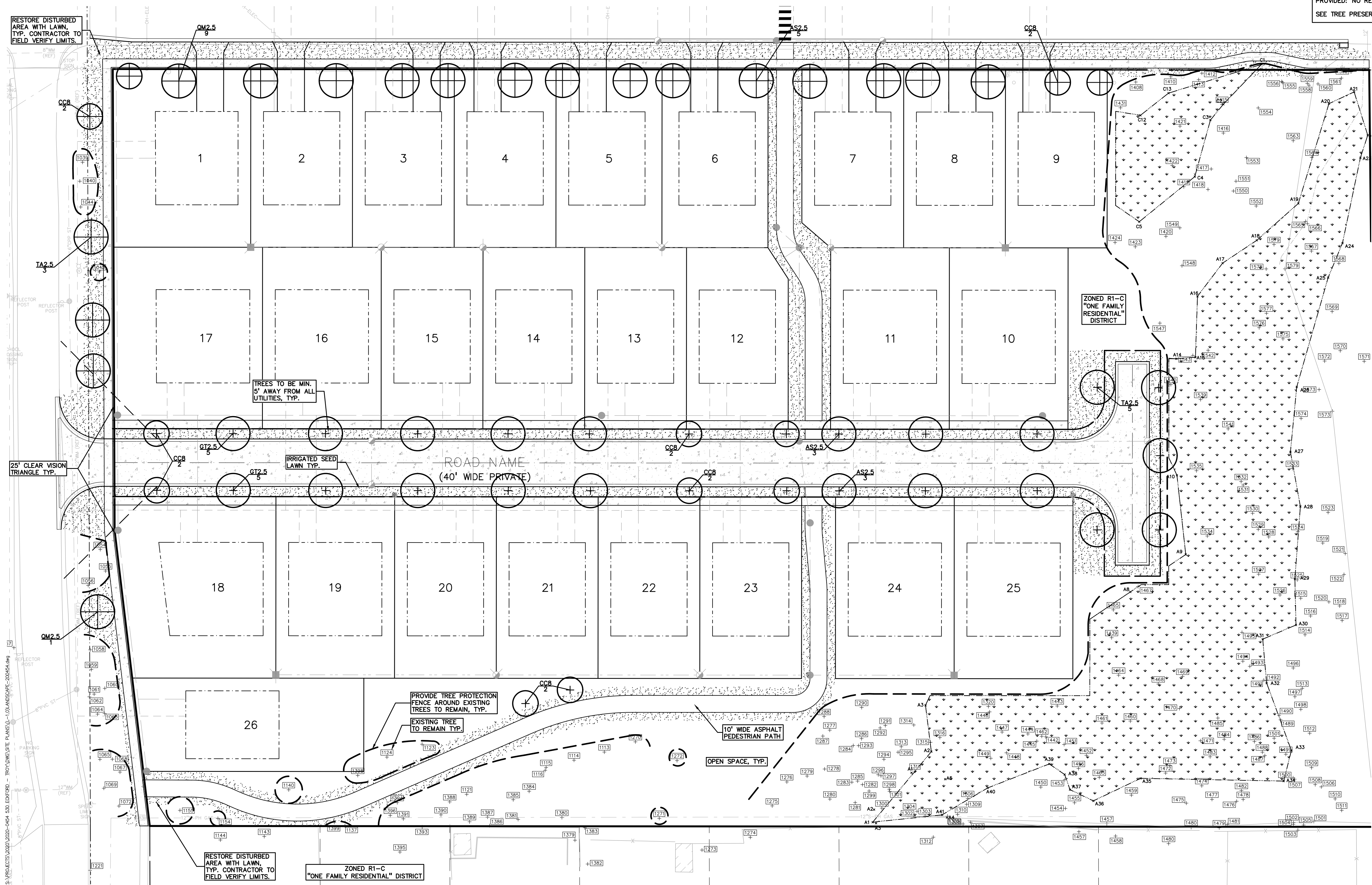
| | |
|----------------|--|
| WATER MAIN | CITY OF TROY GIS, DATED 6-21-21 CITY OF TROY, TALLMAN AND ECKOFF WATER MAIN REPLACEMENT CONTRACT NO. 5, PROJECT NO.010.501.5, SHEET 7, DATED 12-11-11 |
| SANITARY SEWER | CITY OF TROY GIS, DATED 6-21-21 CITY OF TROY, TALLMAN AND ECKOFF WATER MAIN REPLACEMENT CONTRACT NO. 5, PROJECT NO.010.501.5, SHEET 7, DATED 12-11-11 |
| STORM SEWER | CITY OF TROY GIS, DATED 6-21-21 CITY OF TROY, TALLMAN AND ECKOFF WATER MAIN REPLACEMENT CONTRACT NO. 5, PROJECT NO.010.501.5, SHEET 7, DATED 12-11-11 |
| GAS | CITY OF TROY, TALLMAN AND ECKOFF WATER MAIN REPLACEMENT CONTRACT NO. 5, PROJECT NO.010.501.5, SHEET 7, DATED 12-11-11 |
| FLOOD PLAN | FEMA F.I.R.M. #26182105034F, DATED 9-29-2006 |



P-4.0

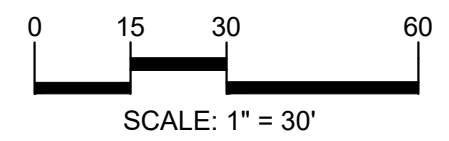
| DECIDUOUS TREE PLANT LIST: | | | | | |
|----------------------------|-----------------------|----------------------|--|-----------|------|
| QUANTITY | KEY SYMBOL | COMMON NAME | SCIENTIFIC NAME | SIZE | SPEC |
| 11 | AS2.5 | Legacy Sugar Maple | <i>Acer saccharum</i> 'Legacy' | 2.5" Cal. | B&B |
| 12 | CC8 | Forset Pansy Redbud | <i>Cercis canadensis</i> 'Forest Pansy' | 8' Ht. | B&B |
| 10 | GT2.5 | Sunburst Honeylocust | <i>Gleditsia triacanthos</i> f. <i>inermis</i> 'Suncole' | 2.5" Cal. | B&B |
| 8 | TA2.5 | Redmond Linden | <i>Tilia americana</i> 'Redmond' | 2.5" Cal. | B&B |
| 10 | QM2.5 | Bur Oak | <i>Quercus macrocarpa</i> | 2.5" Cal. | B&B |
| 51 | TOTAL DECIDUOUS TREES | | | | |

| LANDSCAPE CALCULATIONS: | |
|--|--|
| PER CITY OF TROY ZONING ORDINANCE, ZONED R1-C | |
| 5.03 C-1A. GENERAL SITE LANDSCAPE REQUIRED: 20% OF SITE AREA SHALL BE LANDSCAPE MATERIAL (5.26 ACRES) 229,125 SF ÷ 20 % = 45,825 SF LANDSCAPE AREA REQUIRED | |
| PROVIDED: 48,787 SF LANDSCAPED AREA (21.2%) | |
| 13.02 F. SUBDIVISION AND SITE CONDOMINIUM STANDARDS REQUIRED: 1 TREE PER 50 LF OF INTERNAL ROADS 716 LF ÷ 50 = 14.3 TREES TREES REQUIRED (EACH SIDE) | |
| PROVIDED: 29 PROPOSED TREES | |
| 13.02 D2. GREENBELT REQUIRED: 1 TREE / 30 LF OF FRONTAGE TO PUBLIC RD. ECKFORD DRIVE - 741 LF FRONTAGE / 30 = 25 TREES TALLMAN DRIVE - 447 LF FRONTAGE / 30 = 15 TREES | |
| PROVIDED: 22 PROPOSED TREES AND 20 EXISTING TREES ALONG TALLMAN DR. AND 7 TREES ALONG ECKFORD DR. TO AVOID UTILITY CONFLICT THE FRONTAGE TREES ALONG ECKFORD ARE PROPOSED AT THE FRONT OF THE INDIVIDUAL LOTS. | |
| 13.07 F. TREE REPLACEMENT: REQUIRED: WOODLAND TREES - 50% DBH TO BE REPLACED. 765" REPLACEMENT LANDMARK TREES - 100% DBH TO BE REPLACED. 1,590" REPLACEMENT TREES RETAINED ON SITE - 2x DBH RETAINED OFF REPLACEMENT REQUIRED. 1,822" WOODLAND AND 1,682" LANDMARK. TOTAL: -1,129" REQUIRED FOR REPLACEMENT. | |
| PROVIDED: NO REPLACEMENT REQUIRED. | |
| SEE TREE PRESERVATION PLAN, T-1.0, FOR TREE REMOVALS AND CALCULATIONS. | |



- KEY:
- = INTERNAL STREET TREES
 - = GREENBELT TREES
 - = IRRIGATED SEED LAWN
 - = EXISTING TREES TO REMAIN WITH TREE PROTECTION FENCE

- GENERAL PLANTING NOTES:
- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
 - ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSEYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
 - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
 - ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
 - ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
 - ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
 - ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS. TREES WITH SAND BALLS WILL BE REJECTED.
 - NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES. HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
 - ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
 - IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
 - ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
 - ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
 - SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
 - TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

| REVISIONS | |
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ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

| | |
|-----------------|-----------|
| PEA JOB NO. | 2020-0454 |
| P.M. | JBT |
| DN. | KAD |
| DES. | KAD |
| DRAWING NUMBER: | |

13.07 E. TREE REPLACEMENT:

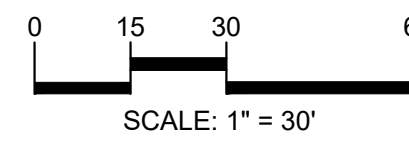
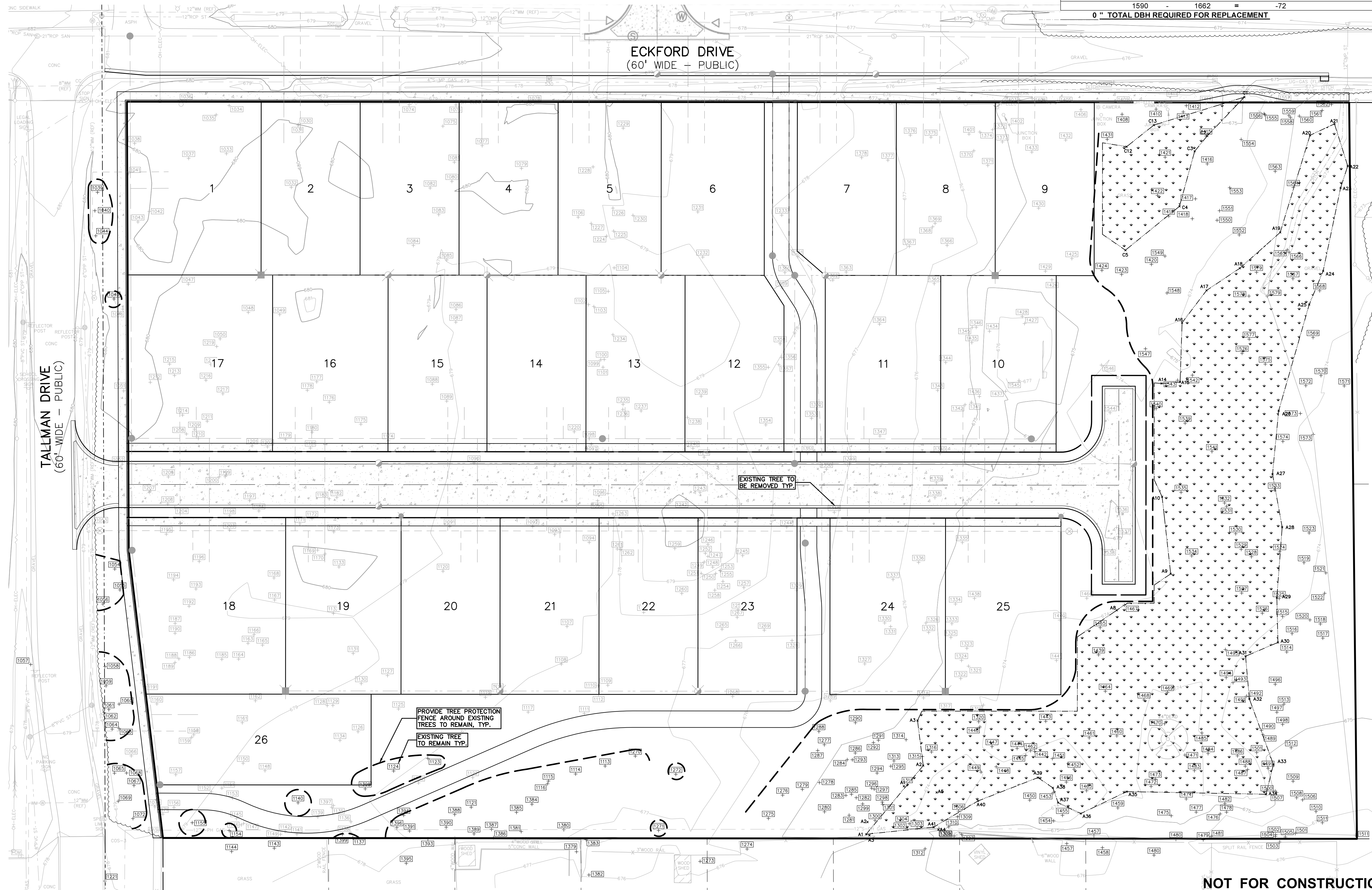
WOODLAND TREES: 50% DBH TO BE REPLACED - 2X DBH RETAINED.
786" REPLACEMENT - 1718" RETAINED CREDIT = -932".
0 WOODLAND REPLACEMENT REQUIRED.

LANDMARK TREES: 100% DBH TO BE REPLACED - 2X DBH RETAINED.
1,590" REPLACEMENT - 1662" RETAINED CREDIT = -72".
0 LANDMARK REPLACEMENT REQUIRED.

NO TREES REQUIRED FOR REPLACEMENT.

| | | |
|---|-------|---------------------------------|
| WOODLAND TREES | | |
| WOODLAND TREES REMOVED: | 158 | (REPLACE AT 50% OF REMOVED DBH) |
| 1530" DBH x 0.5 = | 765" | REPLACEMENT |
| WOODLAND TREES SAVED: | 101 | (CREDIT OF 2X DBH) |
| 911" DBH x 2 = | 1822" | CREDIT |
| 765 - | 1822 | = -1057 |
| 0 " DBH REQUIRED FOR WOODLAND REPLACEMENT | | |

| | | |
|--|-------|----------------------------------|
| LANDMARK TREES | | |
| LANDMARK TREES REMOVED: | 69 | (REPLACE AT 100% OF REMOVED DBH) |
| 1590" DBH x 1 = | 1590" | REPLACEMENT |
| LANDMARK TREES SAVED: | 36 | (CREDIT OF 2X DBH) |
| 831" DBH x 2 = | 1662" | CREDIT |
| 1590 - | 1662 | = -72 |
| 0 " TOTAL DBH REQUIRED FOR REPLACEMENT | | |



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CLIENT
MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

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| REVISIONS |
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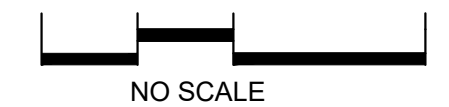
ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE
TREE PRESERVATION PLAN

| | |
|-----------------|-----------|
| PEA JOB NO. | 2020-0454 |
| P.M. | JBT |
| DN. | KAD |
| DES. | KAD |
| DRAWING NUMBER: | |

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NOT FOR CONSTRUCTION



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
MONDRIAN PROPERTIES
50215 SCHOENHERR RD.
SHELBY TWP, MI 48315

PROJECT TITLE
ESTATES OF ECKFORD
ECKFORD DR./TALLMAN DR.
TROY, MICHIGAN

| REVISIONS | |
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ORIGINAL ISSUE DATE:
JANUARY 12, 2023

DRAWING TITLE

**TREE
PRESERVATION
LIST**

| | |
|-----------------|-----------|
| PEA JOB NO. | 2020-0454 |
| P.M. | JBT |
| DN. | KAD |
| DES. | KAD |
| DRAWING NUMBER: | |

NOT FOR CONSTRUCTION

T-1.1

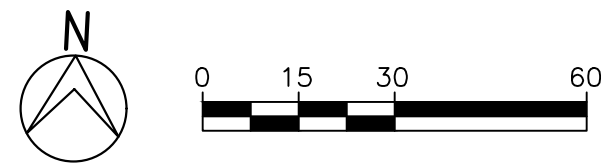
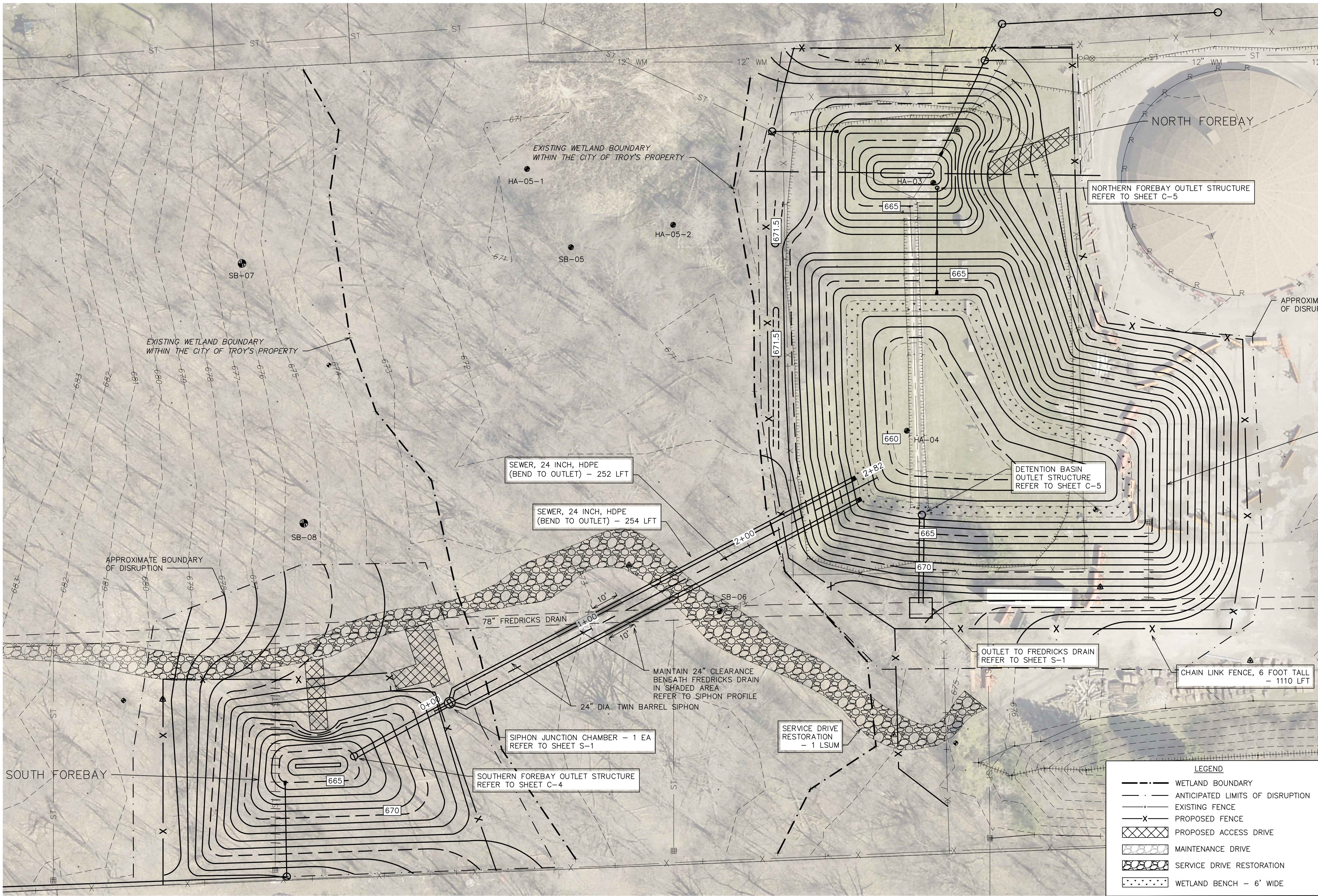
| TAG | CODE | DBH | COMMON NAME | LATIN NAME | COND | COMMENTS | CLASS | SAVE / REMOVE | ON-SITE | REPLACE |
|------|------|-----|----------------------|--------------------|------|-----------|----------|---------------|---------|---------|
| 1030 | BS | 7 | Blue Spruce | Picea pungens | Fair | | WOODLAND | R | N | REPLACE |
| 1031 | BS | 6 | Blue Spruce | Picea pungens | Fair | | WOODLAND | R | N | REPLACE |
| 1032 | WC | 15 | White Cedar | Thuja occidentalis | Fair | | LANDMARK | R | Y | REPLACE |
| 1033 | BS | 10 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1034 | BS | 9 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1035 | BS | 13 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1036 | SH | 14 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | N | REPLACE |
| 1037 | BS | 7 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1038 | SH | 17 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1039 | RO | 9 | Red Oak | Quercus rubra | Good | | WOODLAND | S | N | - |
| 1040 | BR | 6 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | N | - |
| 1041 | SH | 14 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1042 | SH | 9 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1043 | SH | 18 | Shagbark Hickory | Carya ovata | Fair | | LANDMARK | R | Y | REPLACE |
| 1044 | RO | 9 | Red Oak | Quercus rubra | Good | | WOODLAND | S | N | - |
| 1045 | SH | 9 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | N | - |
| 1046 | SH | 18 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | N | REPLACE |
| 1047 | WO | 64 | White Oak | Quercus alba | Good | | LANDMARK | R | Y | REPLACE |
| 1048 | RO | 8 | Red Oak | Quercus rubra | Fair | | WOODLAND | R | Y | REPLACE |
| 1049 | BR | 26 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |
| 1050 | BR | 6 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1051 | RO | 32 | Red Oak | Quercus rubra | Good | no tag | LANDMARK | R | N | REPLACE |
| 1052 | WO | 27 | White Oak | Quercus alba | Fair | | LANDMARK | R | N | REPLACE |
| 1053 | RO | 15 | Red Oak | Quercus rubra | Good | x1-no tag | WOODLAND | R | N | REPLACE |
| 1054 | SH | 17 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | S | N | - |
| 1055 | RO | 11 | Red Oak | Quercus rubra | Good | | WOODLAND | S | N | - |
| 1056 | RO | 8 | Red Oak | Quercus rubra | Good | | WOODLAND | S | N | - |
| 1057 | E | 10 | American Elm | Ulmus americana | Fair | | INVASIVE | S | N | - |
| 1058 | BR | 6 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | S | N | - |
| 1059 | SH | 11 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | N | - |
| 1060 | SH | 12 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | N | - |
| 1061 | BR | 8 | Bur oak | Quercus macrocarpa | Poor | | WOODLAND | S | N | - |
| 1062 | BR | 6 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | N | - |
| 1063 | BR | 7 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | S | N | - |
| 1064 | RO | 9 | Red Oak | Quercus rubra | Good | no tag | WOODLAND | S | N | - |
| 1065 | E | 8 | American Elm | Ulmus americana | Fair | | INVASIVE | S | N | - |
| 1066 | BR | 7 | Bur oak | Quercus macrocarpa | Poor | | WOODLAND | R | N | - |
| 1067 | BR | 8 | Bur oak | Quercus macrocarpa | Poor | | WOODLAND | S | N | - |
| 1068 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | S | N | - |
| 1069 | TH | 13 | Thornapple/Hawthorne | Cragaeus spp. | Fair | | LANDMARK | S | N | - |
| 1070 | BR | 9 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | N | REPLACE |
| 1071 | SH | 7 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1072 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | N | - |
| 1074 | SM | 29 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | R | N | - |
| 1075 | BS | 6 | Blue Spruce | Picea pungens | Fair | | WOODLAND | R | Y | REPLACE |
| 1076 | BS | 6 | Blue Spruce | Picea pungens | Fair | x1 | WOODLAND | R | Y | REPLACE |
| 1077 | BR | 23 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |
| 1078 | SM | 17 | Silver Maple | Acer saccharinum | Good | x1 | INVASIVE | R | Y | - |
| 1079 | BS | 11 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1080 | BS | 11 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1081 | SM | 16 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | R | Y | - |
| 1082 | SM | 27 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | N | - |
| 1083 | RM | 7 | Red Maple | Acer rubrum | Fair | x2 | WOODLAND | R | N | REPLACE |
| 1084 | SM | 17 | Silver Maple | Acer saccharinum | Good | x1 | INVASIVE | R | N | - |
| 1085 | BS | 6 | Blue Spruce | Picea pungens | Fair | | WOODLAND | R | Y | REPLACE |
| 1086 | SM | 17 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1087 | BR | 21 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1088 | BR | 24 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1089 | WW | 35 | Weeping Willow | Salix babylonica | Fair | | INVASIVE | R | Y | - |
| 1090 | BR | 30 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1091 | BS | 8 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1092 | BS | 9 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1093 | BS | 7 | Blue Spruce | Picea pungens | Fair | | WOODLAND | R | Y | REPLACE |
| 1094 | BS | 6 | Blue Spruce | Picea pungens | Poor | | WOODLAND | R | Y | - |
| 1095 | E | 17 | American Elm | Ulmus americana | Good | x1 | INVASIVE | R | Y | - |
| 1096 | B | 16 | Basswood | Tilia americana | Fair | x1 | WOODLAND | R | Y | REPLACE |
| 1097 | B | 11 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1098 | SM | 23 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1099 | B | 11 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1100 | B | 6 | Basswood | Tilia americana | Fair | | WOODLAND | R | Y | REPLACE |
| 1101 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1102 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1103 | BR | 12 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1104 | BR | 12 | Bur oak | Quercus macrocarpa | Fair | x1 | WOODLAND | R | Y | REPLACE |
| 1106 | BR | 7 | Bur oak | Quercus macrocarpa | Poor | | WOODLAND | R | Y | - |
| 1106 | SH | 21 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1107 | BR | 37 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1108 | PH | 10 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1109 | B | 8 | Basswood | Tilia americana | Good | x1 | WOODLAND | R | Y | REPLACE |
| 1110 | BR | 24 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1111 | RO | 11 | Red Oak | Quercus rubra | Good | | WOODLAND | R | Y | REPLACE |
| 1112 | PH | 13 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1113 | PH | 9 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | S | Y | - |
| 1114 | PH | 12 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1115 | PH | 10 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1116 | B | 8 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1117 | SH | 17 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1118 | BR | 28 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1119 | BR | 45 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |
| 1120 | CT | 11 | Cottonwood | Populus deltoides | Good | | INVASIVE | R | Y | - |
| 1121 | BR | 46 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | S | Y | - |
| 1122 | PH | 14 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1123 | BR | 23 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | S | Y | - |
| 1124 | SH | 15 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1126 | BR | 26 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1126 | SH | 11 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1127 | BR | 16 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |
| 1128 | RO | 8 | Red Oak | Quercus rubra | Good | x1-no tag | WOODLAND | R | Y | REPLACE |
| 1129 | BR | 25 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |
| 1130 | BR | 26 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | R | Y | REPLACE |

| TAG | CODE | DBH | COMMON NAME | LATIN NAME | COND | COMMENTS | CLASS | SAVE / REMOVE | ON-SITE | REPLACE |
|------|------|-----|----------------------|-----------------------|------|-----------------|----------|---------------|---------|---------|
| 1131 | RO | 10 | Red Oak | Quercus rubra | Good | no tag | WOODLAND | R | Y | REPLACE |
| 1132 | SH | 16 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1133 | SH | 6 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1134 | SH | 15 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1135 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1136 | BR | 12 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1137 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1138 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1139 | PH | 7 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1140 | BR | 40 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | S | Y | - |
| 1141 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1142 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1143 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | N | - |
| 1144 | SH | 6 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | N | - |
| 1145 | BR | 10 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1146 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1147 | BR | 7 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | R | Y | REPLACE |
| 1148 | SH | 20 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1149 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1150 | SH | 21 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1151 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1152 | PH | 7 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1153 | BR | 12 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | R | Y | REPLACE |
| 1154 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1155 | BR | 35 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | S | Y | - |
| 1156 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1157 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1158 | SH | 15 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1159 | WO | 24 | White Oak | Quercus alba | Good | up against 1158 | LANDMARK | R | Y | REPLACE |
| 1160 | BR | 27 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1161 | SH | 10 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1162 | BR | 8 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1163 | SH | 14 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1164 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1165 | SH | 10 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1166 | SH | 10 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1167 | SH | 13 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1168 | SH | 11 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1169 | B | 6 | Basswood | Tilia americana | Fair | | WOODLAND | R | Y | REPLACE |
| 1170 | B | 6 | Basswood | Tilia americana | Fair | | WOODLAND | R | Y | REPLACE |
| 1171 | SH | 9 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1172 | BR | 10 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | R | Y | REPLACE |
| 1173 | SH | 9 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1174 | BR | 14 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | R | Y | REPLACE |
| 1175 | BR | 19 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1176 | BR | 12 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1177 | SH | 9 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1178 | CT | 18 | Cottonwood | Populus deltoides | Fair | | INVASIVE | R | Y | - |
| 1179 | PH | 9 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1180 | RO | 10 | Red Oak | Quercus rubra | Good | x1 no tag | WOODLAND | R | Y | REPLACE |
| 1181 | TH | 8 | Thornapple/Hawthorne | Craegagus spp. | Good | | WOODLAND | R | Y | REPLACE |
| 1182 | B | 9 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1183 | TH | 8 | Thornapple/Hawthorne | Craegagus spp. | Fair | x1 | WOODLAND | R | Y | REPLACE |
| 1184 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1185 | WO | 27 | White Oak | Quercus alba | Good | | LANDMARK | R | Y | REPLACE |
| 1186 | SH | 16 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1187 | BR | 14 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1188 | BR | 12 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1189 | BR | 7 | Bur oak | Quercus macrocarpa | Poor | | WOODLAND | R | Y | - |
| 1190 | RO | 8 | Red Oak | Quercus rubra | Fair | no tag | WOODLAND | R | Y | REPLACE |
| 1191 | SH | 14 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1192 | SH | 12 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1193 | SH | 18 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1194 | RO | 8 | Red Oak | Quercus rubra | Good | no tag | WOODLAND | R | Y | REPLACE |
| 1195 | PH | 15 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1196 | SH | 14 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1197 | BR | 8 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1198 | SH | 16 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | R | Y | REPLACE |
| 1199 | PH | 8 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1200 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1201 | SH | 7 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1202 | RO | 6 | Red Oak | Quercus rubra | Fair | no tag | WOODLAND | R | Y | REPLACE |
| 1203 | SH | 15 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1204 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1205 | RO | 10 | Red Oak | Quercus rubra | Good | | WOODLAND | R | Y | REPLACE |
| 1206 | RO | 7 | Red Oak | Quercus rubra | Fair | | WOODLAND | R | Y | REPLACE |
| 1207 | PH | 14 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1208 | BR | 23 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1209 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1210 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1211 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1212 | RO | 10 | Red Oak | Quercus rubra | Fair | | WOODLAND | R | Y | REPLACE |
| 1213 | RO | 7 | Red Oak | Quercus rubra | Good | no tag | WOODLAND | R | Y | REPLACE |
| 1214 | E | 11 | American Elm | Ulmus americana | Fair | | INVASIVE | R | Y | - |
| 1215 | RO | 14 | Red Oak | Quercus rubra | Good | | WOODLAND | R | Y | REPLACE |
| 1216 | E | 12 | American Elm | Ulmus americana | Dead | | INVASIVE | R | Y | - |
| 1217 | WO | 12 | White Oak | Quercus alba | Fair | | WOODLAND | R | Y | REPLACE |
| 1218 | SH | 8 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1219 | PH | 8 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1220 | B | 10 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1221 | HL | 14 | Honeylocust | Gleditsia triacanthos | Good | | WOODLAND | S | N | - |
| 1222 | HL | 17 | Honeylocust | Gleditsia triacanthos | Fair | | LANDMARK | S | N | - |
| 1223 | HL | 13 | Honeylocust | Gleditsia triacanthos | Good | | WOODLAND | S | N | - |
| 1224 | E | 8 | American Elm | Ulmus americana | Good | | INVASIVE | R | Y | - |
| 1225 | WO | 24 | White Oak | Quercus alba | Fair | | LANDMARK | R | Y | REPLACE |
| 1226 | E | 8 | American Elm | Ulmus americana | Good | | INVASIVE | R | Y | - |
| 1227 | SH | 9 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1228 | SH | 14 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1229 | TH | 8 | Thornapple/Hawthorne | Craegagus spp. | Fair | | WOODLAND | R | Y | REPLACE |
| 1230 | BR | 28 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |

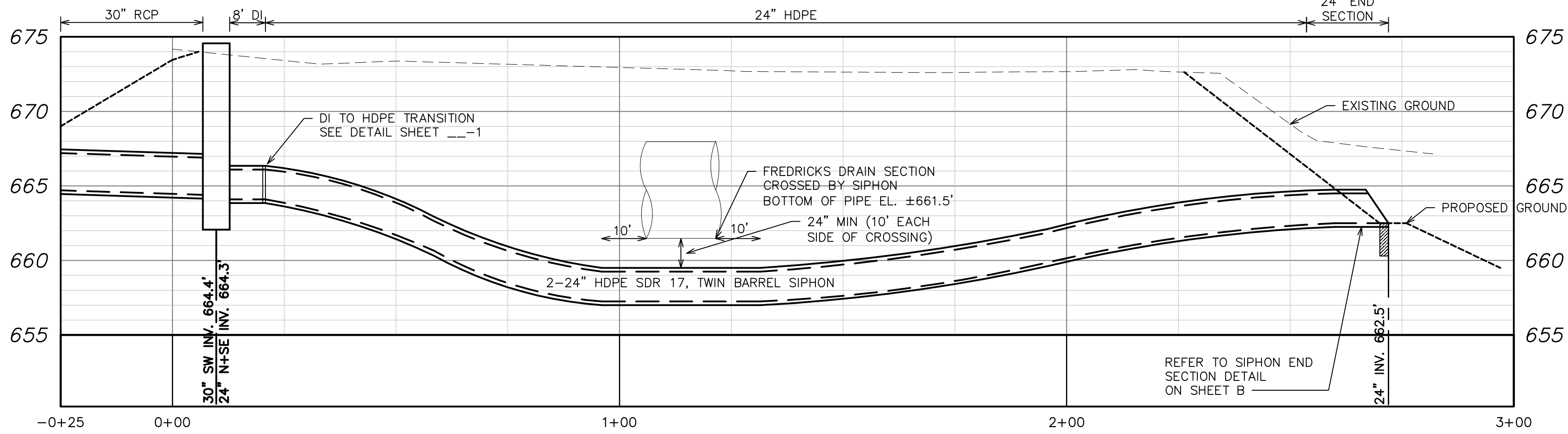
| TAG | CODE | DBH | COMMON NAME | LATIN NAME | COND | COMMENTS | CLASS | SAVE / REMOVE | ON-SITE | REPLACE |
|------|------|-----|------------------|----------------------|-----------|----------------------|----------|---------------|---------|---------|
| 1331 | I | 12 | Ironwood | Ostrya virginiana | Fair | | LANDMARK | R | Y | REPLACE |
| 1332 | B | 9 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1333 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1334 | BE | 6 | American Beech | Fagus grandifolia | Fair | | WOODLAND | R | Y | REPLACE |
| 1335 | BE | 20 | American Beech | Fagus grandifolia | Good | | LANDMARK | R | Y | REPLACE |
| 1336 | I | 10 | Ironwood | Ostrya virginiana | Fair | | LANDMARK | R | Y | REPLACE |
| 1337 | I | 11 | Ironwood | Ostrya virginiana | Fair | | LANDMARK | R | Y | REPLACE |
| 1338 | PH | 15 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1339 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1340 | BR | 6 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1341 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1342 | E | 6 | American Elm | Ulmus americana | Fair | | INVASIVE | R | Y | - |
| 1343 | PH | 27 | Pignut Hickory | Carya glabra | Good | | LANDMARK | R | Y | REPLACE |
| 1344 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1345 | RO | 10 | Red Oak | Quercus rubra | Fair | no tag | WOODLAND | R | Y | REPLACE |
| 1346 | RO | 12 | Red Oak | Quercus rubra | Fair | no tag | WOODLAND | R | Y | REPLACE |
| 1347 | PH | 20 | Pignut Hickory | Carya glabra | Fair | | LANDMARK | R | Y | REPLACE |
| 1348 | SH | 16 | Shagbark Hickory | Carya ovata | Fair | | LANDMARK | R | Y | REPLACE |
| 1349 | BE | 16 | American Beech | Fagus grandifolia | Good | | WOODLAND | R | Y | REPLACE |
| 1350 | BE | 22 | American Beech | Fagus grandifolia | Good | | LANDMARK | R | Y | REPLACE |
| 1351 | BE | 14 | American Beech | Fagus grandifolia | Fair | | WOODLAND | R | Y | REPLACE |
| 1352 | BE | 12 | American Beech | Fagus grandifolia | Fair | | WOODLAND | R | Y | REPLACE |
| 1353 | BE | 11 | American Beech | Fagus grandifolia | Good | | WOODLAND | R | Y | REPLACE |
| 1354 | BE | 20 | American Beech | Fagus grandifolia | Good | | LANDMARK | R | Y | REPLACE |
| 1355 | BE | 16 | American Beech | Fagus grandifolia | Good | | WOODLAND | R | Y | REPLACE |
| 1356 | PH | 20 | Pignut Hickory | Carya glabra | Good | | LANDMARK | R | Y | REPLACE |
| 1357 | BE | 13 | American Beech | Fagus grandifolia | Dead | x1 | WOODLAND | R | Y | - |
| 1358 | BE | 23 | American Beech | Fagus grandifolia | Good | | LANDMARK | R | Y | REPLACE |
| 1359 | SH | 11 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1360 | SH | 14 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1361 | BS | 9 | Blue Spruce | Picea pungens | Dead | | WOODLAND | R | Y | - |
| 1362 | PH | 14 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1363 | PH | 20 | Pignut Hickory | Carya glabra | Good | | LANDMARK | R | Y | REPLACE |
| 1364 | SH | 15 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | R | Y | REPLACE |
| 1365 | PH | 21 | Pignut Hickory | Carya glabra | Good | | LANDMARK | R | Y | REPLACE |
| 1366 | PH | 21 | Pignut Hickory | Carya glabra | Good | | LANDMARK | R | Y | REPLACE |
| 1367 | PH | 19 | Pignut Hickory | Carya glabra | Fair | | LANDMARK | R | Y | REPLACE |
| 1368 | SH | 10 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1369 | SH | 10 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | R | Y | REPLACE |
| 1370 | B | 7 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | REPLACE |
| 1371 | I | 12 | Ironwood | Ostrya virginiana | Good | | LANDMARK | R | N | REPLACE |
| 1372 | RO | 21 | Red Oak | Quercus rubra | Good | no tag | LANDMARK | R | N | REPLACE |
| 1373 | RO | 20 | Red Oak | Quercus rubra | Good | no tag | LANDMARK | R | N | REPLACE |
| 1374 | I | 6 | Ironwood | Ostrya virginiana | Good | | WOODLAND | R | N | REPLACE |
| 1375 | RO | 24 | Red Oak | Quercus rubra | Good | no tag | LANDMARK | R | Y | REPLACE |
| 1376 | PH | 14 | Pignut Hickory | Carya glabra | Good | | WOODLAND | R | Y | REPLACE |
| 1377 | BR | 19 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | R | Y | REPLACE |
| 1378 | RO | 27 | Red Oak | Quercus rubra | Good | | LANDMARK | R | Y | REPLACE |
| 1379 | WO | 31 | White Oak | Quercus alba | Fair | x1 | LANDMARK | S | N | - |
| 1380 | WO | 21 | White Oak | Quercus alba | Fair | | LANDMARK | S | Y | - |
| 1381 | WO | 18 | White Oak | Quercus alba | Fair | | LANDMARK | S | Y | - |
| 1382 | SH | 8 | Shagbark Hickory | Carya ovata | Good | on outside of fence | WOODLAND | S | N | - |
| 1383 | RO | 6 | Red Oak | Quercus rubra | Good | no tag | WOODLAND | S | N | - |
| 1384 | B | 8 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1385 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | Y | - |
| 1386 | SH | 8 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1387 | SH | 7 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1388 | BR | 7 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | S | Y | - |
| 1389 | PH | 6 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1390 | RO | 20 | Red Oak | Quercus rubra | Good | x1 no tag | LANDMARK | S | Y | - |
| 1391 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1392 | PH | 8 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | R | Y | REPLACE |
| 1393 | BR | 7 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | N | - |
| 1394 | BR | 6 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | Y | - |
| 1395 | SH | 11 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | N | - |
| 1396 | SH | 8 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1397 | BR | 11 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | R | Y | REPLACE |
| 1398 | SH | 6 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1399 | B | 14 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1401 | RO | 23 | Red Oak | Quercus rubra | Fair | | LANDMARK | R | Y | REPLACE |
| 1402 | RO | 19 | Red Oak | Quercus rubra | Fair | | LANDMARK | R | Y | REPLACE |
| 1403 | RC | 10 | Red Cedar | Juniperus virginiana | Poor | out under utility | INVASIVE | R | Y | - |
| 1404 | RC | 10 | Red Cedar | Juniperus virginiana | Fair | 2 out under utility | INVASIVE | R | Y | - |
| 1405 | RC | 9 | Red Cedar | Juniperus virginiana | Fair | x1 out under utility | INVASIVE | R | Y | - |
| 1406 | WC | 8 | White Cedar | Thuja occidentalis | Poor | | WOODLAND | R | Y | - |
| 1407 | WS | 6 | White Spruce | Picea glauca | Poor | | WOODLAND | R | Y | - |
| 1408 | SU | 10 | Sugar Maple | Acer saccharum | Fair | | WOODLAND | S | Y | - |
| 1409 | WS | 10 | White Spruce | Picea glauca | Poor | | WOODLAND | R | Y | - |
| 1410 | SM | 11 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1411 | SC | 10 | Scotch Pine | Pinus sylvestris | Very Poor | | #N/A | R | Y | #N/A |
| 1412 | SC | 12 | Scotch Pine | Pinus sylvestris | Poor | | #N/A | S | Y | #N/A |
| 1413 | SH | 15 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1414 | WC | 8 | White Cedar | Thuja occidentalis | Fair | | WOODLAND | R | Y | REPLACE |
| 1415 | SM | 25 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1416 | SM | 25 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1417 | SM | 15 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1418 | SM | 28 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1419 | SM | 20 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1420 | SM | 28 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1421 | BR | 10 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | S | Y | - |
| 1422 | BR | 20 | Bur oak | Quercus macrocarpa | Fair | | LANDMARK | S | Y | - |
| 1423 | SM | 23 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1424 | SM | 42 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1425 | SM | 13 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | R | Y | - |
| 1426 | SU | 7 | Sugar Maple | Acer saccharum | Fair | | WOODLAND | R | Y | REPLACE |
| 1427 | SWO | 16 | Swamp White Oak | Quercus bicolor | Good | | LANDMARK | R | Y | REPLACE |
| 1428 | SM | 24 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1429 | SM | 24 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | R | Y | - |
| 1430 | RO | 16 | Red Oak | Quercus rubra | Good | | LANDMARK | R | Y | REPLACE |

| TAG | CODE | DBH | COMMON NAME | LATIN NAME | COND | COMMENTS | CLASS | SAVE / REMOVE | ON-SITE | REPLACE |
|------|------|-----|-------------------|--------------------|-----------|----------|----------|---------------|---------|---------|
| 1431 | BR | 35 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | S | Y | - |
| 1432 | B | 7 | Basswood | Tilia americana | Good | | WOODLAND | R | Y | - |
| 1433 | PH | 11 | Pignut Hickory | Carya glabra | Good | x1 | WOODLAND | R | Y | REPLACE |
| 1434 | RO | 12 | Red Oak | Quercus rubra | Good | | WOODLAND | R | Y | REPLACE |
| 1435 | RO | 11 | Red Oak | Quercus rubra | Good | | WOODLAND | R | Y | REPLACE |
| 1436 | SM | 40 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1437 | SM | 35 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1438 | SM | 38 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | R | Y | - |
| 1439 | SM | 29 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1440 | SM | 13 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1441 | SM | 33 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1442 | SM | 8 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1443 | E | 6 | American Elm | Ulmus americana | Fair | | INVASIVE | S | Y | - |
| 1444 | SM | 9 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1445 | CT | 16 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1446 | E | 19 | American Elm | Ulmus americana | Good | | INVASIVE | S | Y | - |
| 1447 | SM | 10 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1448 | CT | 25 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1449 | E | 9 | American Elm | Ulmus americana | Good | | INVASIVE | S | Y | - |
| 1450 | RO | 11 | Red Oak | Quercus rubra | Good | x1 | WOODLAND | S | Y | - |
| 1451 | SM | 15 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1452 | CT | 25 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1453 | CT | 15 | Cottonwood | Populus deltoides | Good | | INVASIVE | S | Y | - |
| 1454 | E | 12 | American Elm | Ulmus americana | Fair | | INVASIVE | S | Y | - |
| 1455 | SM | 7 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1456 | SM | 6 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1457 | BC | 12 | Wild Black Cherry | Prunus serotina | Fair | | WOODLAND | S | Y | - |
| 1458 | BC | 7 | Wild Black Cherry | Prunus serotina | Good | | WOODLAND | S | Y | - |
| 1459 | BR | 55 | Bur oak | Quercus macrocarpa | Good | | LANDMARK | S | Y | - |
| 1460 | SM | 15 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1461 | E | 10 | American Elm | Ulmus americana | Good | | INVASIVE | S | Y | - |
| 1462 | CT | 19 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1463 | CT | 20 | Cottonwood | Populus deltoides | Good | | INVASIVE | S | Y | - |
| 1464 | SM | 23 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1465 | SM | 16 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1466 | SM | 28 | Silver Maple | Acer saccharinum | Good | | INVASIVE | R | Y | - |
| 1467 | SM | 23 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1468 | SM | 28 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1469 | SM | 30 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1470 | E | 8 | American Elm | Ulmus americana | Good | | INVASIVE | S | Y | - |
| 1471 | CT | 15 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1472 | SM | 6 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1473 | SM | 9 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1474 | SM | 6 | Silver Maple | Acer saccharinum | Good | | INVASIVE | S | Y | - |
| 1475 | E | 15 | American Elm | Ulmus americana | Good | | INVASIVE | S | Y | - |
| 1476 | RO | 6 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1477 | RO | 10 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1478 | SM | 8 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1479 | SM | 8 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1480 | SU | 8 | Sugar Maple | Acer saccharum | Good | | WOODLAND | S | Y | - |
| 1481 | I | 6 | Ironwood | Ostrya virginiana | Good | | WOODLAND | S | Y | - |
| 1482 | SM | 8 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1483 | SM | 11 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1484 | SM | 10 | Silver Maple | Acer saccharinum | Fair | | INVASIVE | S | Y | - |
| 1485 | CT | 24 | Cottonwood | Populus deltoides | Fair | | INVASIVE | S | Y | - |
| 1486 | E | 8 | American Elm | Ulmus americana | Fair | | INVASIVE | S | Y | - |
| 1487 | RO | 18 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1488 | RO | 7 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1489 | RO | 14 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1490 | RO | 8 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1491 | SH | 16 | Shagbark Hickory | Carya ovata | Good | | LANDMARK | S | Y | - |
| 1492 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1493 | BR | 15 | Bur oak | Quercus macrocarpa | Good | | WOODLAND | S | Y | - |
| 1494 | E | 6 | American Elm | Ulmus americana | Fair | | INVASIVE | S | Y | - |
| 1495 | B | 12 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1496 | RO | 9 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1497 | RO | 17 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1498 | RO | 7 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1499 | BR | 15 | Bur oak | Quercus macrocarpa | Fair | | WOODLAND | S | Y | - |
| 1500 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1501 | E | 15 | American Elm | Ulmus americana | Fair | | INVASIVE | S | Y | - |
| 1502 | SH | 7 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1503 | PH | 11 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1504 | PH | 8 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | S | Y | - |
| 1505 | SH | 6 | Shagbark Hickory | Carya ovata | Good | | WOODLAND | S | Y | - |
| 1506 | B | 14 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |
| 1507 | RO | 22 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1508 | RO | 19 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1509 | RO | 12 | Red Oak | Quercus rubra | Good | | WOODLAND | S | Y | - |
| 1510 | RO | 18 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1511 | RO | 38 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1512 | RO | 16 | Red Oak | Quercus rubra | Good | | LANDMARK | S | Y | - |
| 1513 | PH | 13 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1514 | PH | 17 | Pignut Hickory | Carya glabra | Fair | | LANDMARK | S | Y | - |
| 1515 | PH | 17 | Pignut Hickory | Carya glabra | Fair | | LANDMARK | S | Y | - |
| 1516 | PH | 6 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1517 | PH | 18 | Pignut Hickory | Carya glabra | Fair | | LANDMARK | S | Y | - |
| 1518 | PH | 13 | Pignut Hickory | Carya glabra | Good | | WOODLAND | S | Y | - |
| 1519 | BE | 7 | American Beech | Fagus grandifolia | Good | x2 | WOODLAND | S | Y | - |
| 1520 | BE | 6 | American Beech | Fagus grandifolia | Good | | WOODLAND | S | Y | - |
| 1521 | I | 7 | Ironwood | Ostrya virginiana | Fair | | WOODLAND | S | Y | - |
| 1522 | BE | 18 | American Beech | Fagus grandifolia | Fair | | LANDMARK | S | Y | - |
| 1523 | I | 8 | Ironwood | Ostrya virginiana | Good | | LANDMARK | S | Y | - |
| 1524 | BE | 14 | American Beech | Fagus grandifolia | Good | | WOODLAND | S | Y | - |
| 1525 | PH | 9 | Pignut Hickory | Carya glabra | Fair | | WOODLAND | S | Y | - |
| 1526 | BR | 16 | Bur oak | Quercus macrocarpa | Very Poor | | LANDMARK | S | Y | - |
| 1527 | SH | 8 | Shagbark Hickory | Carya ovata | Fair | | WOODLAND | S | Y | - |
| 1528 | WO | 8 | White Oak | Quercus alba | Good | | WOODLAND | S | Y | - |
| 1529 | B | 6 | Basswood | Tilia americana | Good | | WOODLAND | S | Y | - |

11/23/2022 2:29 PM
HRC_01.wctb
V: 202108\20210882\C\Sheets\Prop_site_siphon.dwg
Mansfield, Adam



| QUANTITIES THIS SHEET | | | |
|---|-------------|------|-------|
| No. | DESCRIPTION | UNIT | QTY |
| PAVT, REM | | SYD | 1930 |
| TREE, REM, SPECIAL | | LSUM | 1 |
| CLEARING/GRUBBING OF SITE | | LSUM | 1 |
| SIPHON JUNCTION CHAMBER | | EA | 1 |
| SIPHON OUTLET | | EA | 2 |
| FREDRICKS DRAIN JUNCTION CHAMBER | | EA | 1 |
| EARTHWORK | | CYD | 15400 |
| SEWER, 30 INCH, RCP | | LFT | 58 |
| SEWER, 24 INCH, DI | | LFT | 16 |
| SEWER, 24 INCH, HDPE | | LFT | 506 |
| CHAIN LINK FENCE, REM | | LFT | 990 |
| CHAIN LINK FENCE, 6 FOOT TALL | | LFT | 1605 |
| CHAIN LINK FENCE GATE, 6 FOOT TALL, 12 FOOT WIDE | | EA | 4 |
| MAINTENANCE DRIVES AND SERVICE DRIVE RESTORATIONS | | LSUM | 1 |
| SITE RESTORATION | | SYD | 12425 |
| LANDSCAPE PLANTINGS | | LSUM | 1 |



FOR REFERENCE ONLY

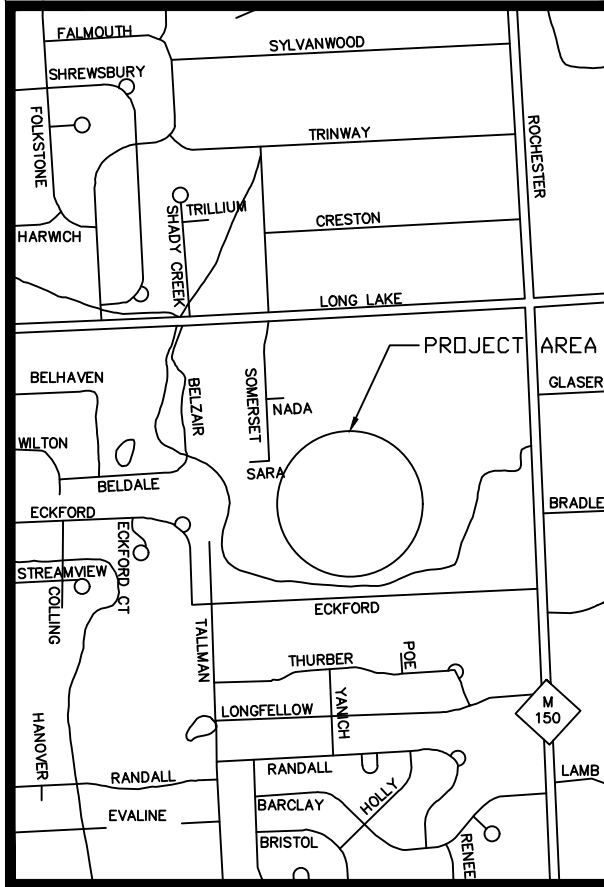


CALL MISS DIG 72 HOURS (3 WORKING DAYS) BEFORE YOU DIG
1-800-482-7171 or 811
CALL811.COM (TOLL FREE)



HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 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: [http:// www.hrcengr.com](http://www.hrcengr.com)

| | |
|------------|------------------------------|
| 11-11-2022 | PLAN REVIEW - 80% COMPLETION |
| DATE | ADDITIONS AND/OR REVISIONS |
| DESIGNED | BWS/AWM |
| DRAWN | AWM |
| CHECKED | BWS |
| APPROVED | BWS |



CITY OF TROY
**DPW REGIONAL
DETENTION POND**

SITE PLAN

| | |
|-------------------------|----------------------------|
| HRC JOB NO. 20210882 | SCALE 1:30 |
| DATE November 2022 | SHEET NO. C-3 OF |



1200 N. Telegraph Road, Dept. 479
Pontiac, MI 48341-0479
(248) 858-0611
oakgov.com/treasurer

Robert Wittenberg, Treasurer

Jody Weissler DeFoe, Chief Deputy Treasurer

Oakland County Treasurer's Office Foreclosure Prevention

The Oakland County Treasurer's Office is in the final stretch of our Foreclosure Prevention efforts. The tax foreclosure deadline for the 2020 or prior year taxes is on March 31st, 2023. That means if these taxes aren't paid off by March 31st or any interested party hasn't entered into a repayment schedule with the Treasurer's office by then, the property will be foreclosed.

Since December of 2022, the Treasurer's office has conducted over a thousand Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. We are here to help and strongly encourage taxpayers to contact us before the tax foreclosure deadline if they have delinquent taxes for 2020 or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer

Some of the resources available to assist taxpayers include:

- **Michigan Homeowners Assistance Fund (MIHAF)** which is a state grant that will cover up to \$25K for delinquent taxes (2019 and forward), mortgage payments, and utility bills. Must be a primary residence, make <150% AMI, and prove covid hardship in order to qualify. Apply at mihaf.michigan.gov.
- **Financial Empowerment Center** in the Treasurer's Office which provides one-on-one financial coaching and services to help taxpayers achieve their financial goals. Contact Reda at nafsor@oakgov.com or 248-807-5287.
- **Lakeshore Legal Aid** provides free legal services to people who are low income and seniors. 1-888-783-8190 is the number for new clients.

Again, we are here to help and strongly encourage taxpayers to contact the Treasurer's office if they have delinquent taxes for 2020 or prior tax years. If taxpayers are interested in scheduling a Taxpayer Assistance Meeting, they may call us at 248-858-0611 or they may visit www.oakgov.com/treasurer.

Thank you!

A handwritten signature in black ink, appearing to read "Robert Wittenberg".

Robert Wittenberg
Oakland County Treasurer

Kurt Bovensiep,
Director of Public Works
City of Troy, MI

February 27, 2023

Dear Mr. Bovensiep,

My husband, Alexander, and I want to thank you and your Public Works Team for helping us on two recent, special occasions:

1. After a recent February snow storm, we called your office to say that there was a mound of soil and sod deposited at the edge of our lawn at the corner of Lovell and Fredmoor Dr. Evidently, the snow plow or truck had scrapped up the sod and soil and deposited it on our corner. Since we are seniors and my husband has 2 torn rotator cuffs, we had no easy way to lift and discard it. Theresa in your office graciously received my call and the next day, two men and a truck were here to remove the pile.
2. In addition, last week's ice storms brought down two large branches from one of our front yard Silver Maple trees, the largest one was partially laying on the street (with two more still hanging up in an adjacent tree). The next morning at 8:00, three City of Troy Public Works men and a truck with a chipper removed the larger of the two branches that was at the edge of Fredmoor Dr.

We appreciate the prompt action of your Department to assist us in cleaning up our property after these winter storms.

Alexander and Karen Lake
52 years residents of Troy in this location

Karen P. Lake
Alexander B. Lake

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

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21245**

- DTE Electric Company requests Michigan Public Service Commission for approval of an Amended and Restated Agreement with the Riverview Electric Generating Resource Recovery Facility Pursuant to 1989 PA 2, as amended.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, 570 SB, Detroit, MI 48226, (800) 477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at:
michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME: Tuesday, March 21, 2023 at 9:00 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscdockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) December 6, 2022 application requesting the Commission to: 1) authorize full recovery from its customers of the costs of capacity and energy associated with the agreement pursuant to DTE Electric's

Power Supply Cost Recovery process for the approximately 4-year term of the agreement, as proposed by DTE Electric; 2) determine that the agreement, as proposed, and related approvals and assurances will not result in an increase, alteration or amendment in DTE Electric's rates, charges, or rate schedules and will not result in an increase in the cost of service to DTE Electric's customers; and 3) grant DTE Electric further relief as may be deemed necessary or appropriate.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 14, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21245**.

Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

Beth L Tashnick

Subject: FW: Council Comment

From: David Hamilton
Sent: Tuesday, March 7, 2023 11:20 PM
To: City Manager Distribution Group
Subject: Council Comment

I would like to submit the following as a Council comment (not as a referral yet) to be discussed at Monday's meeting.

Troy Sustainability Committee:

Purpose:

Troy City Council shall vote to establish the Troy Sustainability Committee.

Local governments surrounding Troy and all over the country are responding to the global climate crisis by establishing environmental and sustainability boards, committees, and commissions. As the largest city in Oakland County, Troy is a community recognized for its many assets including diversity, safety, quality of life, and having one of the lowest tax rates in Oakland County, which the Committee shall protect, strengthen, and support for current and future generations. Lack of strong sustainability efforts may negatively impact residents' health, safety, welfare, children, and property.

The Committee shall help the community improve its resilience in the face of natural disasters and climate change, to protect the personal safety and property of residents, and sustain its city slogan, "the city of tomorrow, today."

The purpose of the Committee is to support the quality of life for all residents and visitors in an equitable manner, protect the city's environment and keep it safe, save the city's money and energy, conserve natural resources, reduce the city's carbon footprint, and other achievable sustainability goals outlined by the Committee.

Definitions.

Sustainability is defined as a comprehensive approach to:

1. protect the environmental, social, and economic needs of the current generations without having to compromise them for future generations, and
2. sustain a viable, healthy, and equitable community.

The definition is created as its own but supported by the United States Environmental Protection Agency. As the Committee grows and evolves, the definition is subject to change.

Creation and Membership.

The Committee shall consist of the following: eight voting members, representing the diversity of Troy, at least seven of whom are residents of the city, and between one and two members who are on City Council.

Members may be selected through an open application process determined by the city and shall be appointed and confirmed by the majority of City Council.

Member titles and positions shall be determined by the Committee and City Council member(s) of the Committee.

Members shall serve two-year terms, are eligible for reappointment, and shall serve until a new member is appointed by City Council and takes office.

To be able to protect, strengthen, and support the city sustainably for current and future generations, the selection process shall prioritize interested candidates (1) from diverse communities within the city, (2) who reside within different areas of the city, and (3) that contribute to a wide range of skills expected from the Committee. Furthermore, the city may take extra steps to meet qualifications including outreach.

The wide range of skills expected from the Committee as a whole may include but are not limited to project management, community engagement, public policy, research and analysis, and knowledge or expertise in a wide range of environmental and sustainability categories (e.g., sustainable development and policy that incorporates diversity, equity, and inclusion, energy efficiency, renewable energy, water conservation, climate change, parks and recreation, etc).

Aside from the wide range of skills expected from the Committee as a whole, each member shall (1) recognize the importance of diversity, equity, inclusion, and belonging in the Committee and how it impacts progress on sustainability, (2) utilize effective listening and communication skills to the best of their ability, and (3) commit to interacting with all members and others using behaviors that are civil, safe, respectful, collaborative, positive, and healthy. These behaviors shall be outlined by the Committee.

City Council may appoint a member from city staff to serve as a liaison and non-voting ex officio member of the Committee. City Council may also appoint members from the following: the city's residents (including youth), local, county, state, and federal governments, nonprofits, local schools and businesses, and other essential groups to serve as non-voting ex officio members of the Committee. Ex officio members shall contribute to the Committee's success and may only vote on issues coming before the Committee.

The Committee may appoint existing boards, committees, and commissions within the city or form sub-committees to perform research or other work on environmental and sustainability categories.

Members may be removed from their appointment by City Council for reasons including but not limited to lack of productivity, neglect of duty, nonfeasance, misfeasance, or malfeasance.

Duties and Proposed Work.

It shall be the duty of the Committee to protect, strengthen, and support the community by advising, assisting, and working on environmental and sustainability projects, which may include policies, initiatives, and plans. The work may be performed for environmental and sustainability categories outlined by the Committee including categories previously mentioned:

Sustainable development and policy that incorporates diversity, equity, and inclusion, energy efficiency, renewable energy, water conservation, climate change, parks and recreation, etc.

To achieve its sustainability goals, the Committee may develop a city-wide coalition that includes but is not limited to Troy residents, businesses, nonprofits, religious organizations, and schools. The committee may also work with local, county, state, and federal governments.

The Committee may advise the city on future grants, incentives, and city government funding through the county, state, and federal levels.

Before the Committee advises, assists, or works on a project, each project shall be proposed to City Council by City Council member(s) of the Committee and are subject to approval by City Council.

Meetings and Records.

The minimum number of meetings required for members to attend per year and the time and date of each meeting shall be determined by the Committee and City Council member(s) of the Committee.

The Committee shall have rules of order, which may be developed as its own or in accordance with Robert's Rules of Order, and shall be confirmed by City Council member(s) of the Committee.

The Committee may decide if they want to make any meetings public.

Timelines for the Committee to develop reports and share progress and updates on sustainability goals shall be determined by City Council.

City Council holds authority over decisions made on projects, policies, initiatives, and plans. Therefore, the Committee serves as an advisory body, and is not subject to the requirements of the Open Meetings Act and Freedom of Information Act.

City Council shall determine the format of how the Committee reports its minutes and who they report to.

Expenses and Compensation.

Members of the Committee shall not have the authority to approve expenditures or contracts.

Members of the Committee shall serve with no compensation.

Revisions.

As the Committee evolves, revisions to this document may be filed at any time.

Severability.

If any items in this document shall be held or made invalid by a court decision, statute, or rule, the remainder of this document shall not be affected.

David Hamilton
Troy City Council Member