TROY CITY COUNCIL

REGULAR MEETING AGENDA

JANUARY 29, 2024

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 4th day of December, 2023.

Mayor Ethan Baker

Council Member Theresa Brooks

Council Member Rebecca Chamberlain-Creanga

Council Member Hirak Chanda

Council Member Mark Gunn

Council Member David Hamilton

Mayor Pro Tem Ellen Hodorek

CITY COUNCIL AGENDA

January 29, 2024 – 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: Dr. Brigitte Bechtold from Beacon Unitarian Universalist Congregation1

PLEDGE OF ALLEGIANCE: Girl Scout Troup 77843 from Hill and Barnard Elementary Schools 1

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B. ROLL CALL: 1

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C-2 Park Entrance Sign Update *(Presented by: Dennis Trantham, Facilities & Grounds Operations Manager)* 1

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INVOCATION: Dr. Brigitte Bechtold from Beacon Unitarian Universalist Congregation

PLEDGE OF ALLEGIANCE: Girl Scout Troup 77843 from Hill and Barnard Elementary Schools

A. CALL TO ORDER:

B. ROLL CALL:

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

Excuse Absent Council Members:

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of January 29, 2024, due to _____.

Yes:
No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 **Proclamation to Celebrate Troy High Student, Nikhil Mudaliar, on Being Selected and Playing in the U15 USA Cricket 2023 National Championship**

C-2 **Park Entrance Sign Update *(Presented by: Dennis Trantham, Facilities & Grounds Operations Manager)***

C-3 **2023 Advance Report *(Presented by: Jaymes Vettraino)***

D. CARRYOVER ITEMS:

D-1 **No Carryover Items**

E. PUBLIC HEARINGS:

E-1 No Public Hearings Requested

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 – Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Appointments – None

a) Mayoral Appointments:

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

Global Troy Advisory Committee
Appointed by Mayor
12 Regular Members
3 Year Term

Nominations to the Global Troy Advisory Authority:

Term Expires: City Council Term Expiration	**Mayor Ethan Baker**	**Council Member**

Term currently held by: Mayor Ethan Baker

Local Development Finance Authority (LDFA)
Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: City Council Term exp 11/2027	**Mayor Ethan Baker**	**Alternate; Council Member**

Term currently held by: Mayor Ethan Baker

Yes
No:

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Board of Review, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Election Commission, Employees Retirement System Board of Trustees/Retiree Health Care Benefits/Volunteer Firefighter Incentive Plan Board, Liquor Advisory Committee, Traffic Committee, Zoning Board of Appeals

a) Mayoral Nominations:

Suggested Resolution
Resolution #2024-01-
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:

Board of Review
Appointed by Mayor
3 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Adams	John	12/15/2024	1/31/2026	BOR exp 1/31/26; HDC exp 5/15/24
Greenwood	Karen	1/12/2025	1/31/2024	
Shoan	Michele	7/22/2023	1/31/2025	

Nominations to the Board of Review:

Term Expires:

Term currently held by: Karen Greenwood

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Mehta	Susheilla	1/20/2025	
Pettinato	Jillian	11/27/2025	

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		Mayor per State Statute	At Large	
Blair	Timothy	6/17/2017	9/30/2027	In District	
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	9/30/2027	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	
Richards Jr.	John	2/13/2025	9/30/2026	Resident Member	
Stone	David	3/11/2023	9/30/2027	In District	
Tomcsik-Husak	Tara	9/22/2022	9/30/2024	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
Aceves Jr.	Alfonso	12/11/2025	At Large	
Battle	Timothy	10/28/2024	At Large	
Beyer	Joseph	12/13/2024	In District	
Comiskey	Ann	1/20/2026	At Large	
Dicker	Susanne F.	1/3/2025	At Large	
Faiz	Iqbal	6/7/2025	At Large	
Kenkre	Mahendra	1/19/2025	At Large	
Kornacki	Rosemary	2/24/2025	At Large	Brownfield Redev Auth exp 4/30/26
Pettinato	Jillian	11/27/2025	At Large	
Thattai	Govindrajan	5/20/2024	At Large	
von Oeyen	Schuyler	7/20/2024	At Large	

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	*Ethan*		*City Council Term Expiration*	
Bica-Grodsky	*Lisa*	*9/23/2022*	*10/30/2023*	*Requests Reappointment*
Burrus	MiVida	7/15/2018	10/30/2025	
Cheriguene	*Sadia*	*10/20/2024*	*10/30/2023*	
Chezick	Edward	12/20/2024	10/30/2025	
Cicchini	*Philippe*	*4/13/2023*	*10/30/2023*	*Requests Reappointment*
Fakhoury	Awni	9/28/2023	10/30/2024	
Mohideen	Syeda	9/28/2023	10/30/2024	
Natcheva	Daniela	11/8/2021	10/30/2025	
Noguez-Ortiz	Carolina	12/20/2024	10/30/2025	
Swaminathan	Sharanya		7/31/2023	Student - Graduated 2023
Zhou	Yudong	12/7/2024	10/30/2025	

Nominations to the Global Troy Advisory Authority:

Term Expires: 7/31/2024

Term currently held by: Sharanya Swaminathan (graduated)

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Comiskey	Ann M.	12/22/2024	
Dicker	Susanne Forbes	1/3/2025	
Emerson	Rosalyn	7/20/2024	
Gunasekar	Vinaya	1/8/2026	
Haight	Michelle	10/8/2025	
Kadoura	Lailas M	9/24/2024	
Lee	Seojin Sarah	4/21/2025	Student - Graduates 2026
McGee	Timothy	12/19/2024	HDC exp 5/15/2024
Mehta	Susheilla	1/20/2025	
Wit	Callie	4/22/2024	

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2027	Resident Member	
Baker	*Ethan*		*City Council Term*	*Alternate; City Council*	*City Council exp. 11/2027; DDA; GTAC, LDFA*
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/2025
Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	9/14/2024	6/30/2024	Resident Member	
Smieliauskas	Fabrice	9/7/2025	6/30/2024	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2027	Resident Member	Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023)

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027 **Resident Member**

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Christiansen	Dale	11/22/2024	
Faiz	Iqbal	6/7/2025	
Mudaliar	Vinodh Kumar	3/2/2024	
Vassallo	Joseph	12/20/2024	Brownfield Redev Auth exp 4/30/24

Yes:

No:

b) City Council Nominations:

Suggested Resolution
Resolution #2024-01-
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:

Election Commission
Appointed by Council
2 Regular Members and 1 Charter Member
1 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Dickson	M. Aileen			City Charter	
Sadlier	Stephen	1/3/2025	1/31/2024	Democratic Party Recommendation	Requests Reappointment
Watts	Ray	1/24/2026	1/31/2024	Republican Party Recommendation	Requests Reappointment

Nominations to the Election Commission:

Term Expires: 1/31/2025 **Democrat**

Term currently held by: Stephen Sadlier

Term Expires: 1/31/2025 **Republican**

Term currently held by: Ray Watts

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Dahmer	Theresa	5/23/2024	Affidavit on File	
Sackrison	Anne	2/23/2025	Affidavit on File - Democrat	Personnel Bd exp 4/30/2026
Voglesong	Cheryl	1/10/2024	Affidavit on File - Democrat	

Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust / Volunteer Firefighter Incentive Plan Board

Appointed by Council
7 Regular Members and 2 Ordinance Member
3 Year Term

Nominations to the Employees Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust / Volunteer Firefighter Incentive Plan Board

Term Expires: City Council Term — **City Council Member**

Term currently held by: Council Member Theresa Brooks

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Bluhm	Annalisa Esposito	10/2/2025	1/31/2024	
Comiskey	Ann	1/20/2026	1/31/2024	
Ehlert	Max	1/8/2023	1/31/2024	
Giorgi	Lynn		12/31/2099	
Gorcyca	David	12/4/2021	1/31/2026	
Haight	David	4/11/2024	1/31/2025	
Jones	Kelly	12/20/2024	1/31/2026	
Martin	Matthew	5/11/2024	1/31/2025	Requests Reappointment

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2027

Term currently held by: Analisa Bluhm

Term Expires: 1/31/2027

Term currently held by: Ann Comiskey

Term Expires: 1/31/2027

Term currently held by: Max Ehlert

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Kaltsounis	Andrew	8/28/2025	

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Finlay	G. Scott		Ex-Officio Member		
Hullinger	Peter		Ex-Officio Member		
Kenkre	Shama	8/23/2024	1/31/2025		
Kilmer	Richard	12/21/2024	1/31/2026		
Nastasi	Frank		Ex-Officio Member		
Nurak	Cindy	1/28/2024	1/31/2025		
Petrulis	Al	2/10/2025	1/31/2026	ACAB exp 9/30/2024	
Swaminathan	Abi	9/2/2025	1/31/2024		Requests Reappointment
Wilsher	Cynthia	2/4/2023	1/31/2024		No Reappointment
Zhou	Angela	9/18/2025	7/31/2024	Student - Graduates 2025	
Ziegenfelder	Peter	12/14/2024	1/31/2026		

Nominations to the Traffic Committee:

Term Expires: 1/31/2027

Term currently held by: Abi Swaminathan

Term Expires: 1/31/2027

Term currently held by: Cynthia Wilsher – No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Chambers	Barbara	1/18/2025	
Christiansen	Dale	11/22/2024	
Eisenbacher	David	4/6/2024	ZBA exp 4/30/2025
Gill	Jasper	1/10/2024	

Jeeda	Swathi	7/2/2025	GRADUATES 2026
Swaminathan	Abi	9/2/2025	
Tadepalli	Hemanth	11/7/2025	

Zoning Board of Appeals

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

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Bossenbroek	Michael	3/7/2025	4/30/2026			
Chambers	Barbara	1/18/2025	1/31/2024	Alternate	Historic Dist exp 3/1/2023; HDSC	Requests Reappointment
Desmond	Thomas	5/7/2017	4/30/2024			
Eisenbacher	David	3/16/2018	4/30/2025			
Forster	Jeffrey	1/22/2026	1/31/2024	Alternate	Personnel Bd exp 4/30/24	Requests Reappointment
Green	Aaron	4/13/2024	4/30/2025			
Kenkre	Mahendra	1/4/2023	4/30/2024			
McCauley	James	3/7/2025	4/30/2026			

Nominations to the Zoning Board of Appeals:

Term Expires: 1/31/2027 **Alternate**

Term currently held by: Abi Swaminathan

Term Expires: 1/31/2027 **Alternate**

Term currently held by: Cynthia Wilsher

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Neharunnessa	1/19/2025	
Hack	Kurt	9/14/2024	
Hashmi	Amin	7/31/2025	
Walters	Kelly	11/27/2025	

Yes:
No:

I-3 Request for Closed Session

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (h) (MCL 15.243 (g) (n)(u)(y)).

Yes:
No:

I-4 Troy Community Foundation - $100,000 Donation for Performing Arts Stage and Budgeted Amendment to the Capital Fund *(Introduced by: Kurt Bovensiep, Public Works Director)*

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **ACCEPTS** the donation of $100,000 from the Troy Community Foundation to assist in the construction of a performing arts stage at Stine Community Park, and **APPROVES** the Troy Parks and Recreation Advisory Board recommendation for the naming of the amenity as the “Troy Community Foundation Performing Arts Stage”.

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment of $100,000 to the Capital Fund- Park Development.

Yes:
No:

I-5 City of Troy Master Plan 2040 *(Introduced by: Brent Savidant, Community Development Director)*

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

WHEREAS, The Municipal Planning Enabling Act, PA 33 of 2008, provides that a municipal planning commission shall develop and amend a Master Plan for the physical development of the community; and,

WHEREAS, A Master Plan is a long-range, broad policy document used to guide decision-making related to land use and community development; and,

WHEREAS, The Planning Commission has determined that it would be in the public interest to make amendments to the City of Troy Master Plan; and,

WHEREAS, The Planning Commission notified each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, of its intent to adopt a new Master Plan; and,

WHEREAS, Relying upon public input, the City's Planning Commission, Planning Department staff, and the City's Planning Consultant developed the proposed amended City of Troy Master Plan; and,

WHEREAS, The Planning Commission encouraged public participation during the planning process including a survey, Neighborhood Node Walk and Talks and numerous public meetings; and,

WHEREAS, The proposed amended City of Troy Master Plan was submitted to City Council, which authorized distribution of the proposed plan; and,

WHEREAS, The proposed amended City of Troy Master Plan was distributed to each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, for review and comment; and,

WHEREAS, The Planning Commission received comment in reference to the proposed Master Plan from the Oakland County Coordinating Zoning Committee which endorsed the proposed amended Master Plan, finding that the proposed Plan is not inconsistent with the Plan of any surrounding communities; and,

WHEREAS, The Planning Commission has determined that the draft amended City of Troy Master Plan 2040 represents the long-range vision of the City of Troy.

THEREFORE, BE IT RESOLVED, Troy City Council hereby **APPROVES** the amended City of Troy Master Plan 2040, as per the requirements of the Municipal Planning Enabling Act, PA 33 of 2008.

BE IT FINALLY RESOLVED, That within the next five years, the Planning Commission **SHALL REVIEW** the City of Troy Master Plan 2040 and determine whether or not to commence the procedure to amend the Plan or adopt a new Plan.

Yes:
No:

I-6 Michigan Department of Transportation Maintenance Agreement for I-75 and Big Beaver Landscape Improvements *(Introduced by: Kurt Bovensiep, Public Works Director)*

Suggested Resolution
Resolution #2024-01-
Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Michigan Department of Transportation and the City of Troy for the installation and maintenance of landscape improvements within the Rights-of-Way of the Michigan Department of Transportation at I-75 and Big Beaver, 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.

Yes:
No:

I-7 Additional 2024 City Council Meetings *(Introduced by: Lori Grigg Bluhm, City Attorney)*

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on Monday, April 1, 2024 at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure for the purpose of the City Attorney Evaluation.

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting on Saturday, April 6, 2024 at 9:00 am in the Council Board Room or as otherwise provided by the City Council Rules of Procedure for the purpose of City Manager Recruitment Interviews.

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

Yes:
No:

I-8 Budget Amendment and Standard Purchasing Resolution 4: Oakland County Cooperative Purchasing Contract – Air Handling Unit Repair, Louver Replacement, and Temporary Area Heating for Mold Remediation - Troy Public Library *(Introduced by: Phillip Kwik, Assistant Library Director)*

Suggested Resolution
Resolution #2024-01-
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 *Limbach, of Pontiac, MI,* for the Troy Public Library Air Handling Unit Repair and Louver Replacement for an estimated amount of $168,839, plus

15% contingency, as detailed in the attached quote and as per the Oakland County Cooperative Purchasing Contract #00009746.

BE IT FURTHER RESOLVED, That Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Limbach, of Pontiac, MI,* for the temporary heating of the south wing of the Troy Public Library during the mold remediation, for an estimated amount of $55,000, plus 15% contingency, as detailed in the attached quote and as per the Oakland County Cooperative Purchasing Contract #00009746.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Library to expend Capital Funds for additional office space heaters, for an estimated cost of $2,000, plus 15% contingency.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of $259,715 to the Library Capital Project Fund 401.790.7975.900.

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

Yes:
No:

I-9 Purchase Agreement Amendment – Sarah Ames, LLC – Administration of Certificates of Occupancy and Related Tasks – Building Department *(Introduced by: Salim Huerta, Building Official)*

Suggested Resolution
Resolution #2024-01-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the amendment to the attached Purchase Agreement with *Sarah Ames, LLC*, which was approved on July 10, 2023 (Resolution Number 2023-07-100), by approving an amended Schedule A, increasing the expenditure amounts from the current limit of $20,000 per year to a new amount of $40,000; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2024-01-
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 #2024-01-

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

a) City Council Minutes-Draft – January 8, 2024

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Boulan Park Cricket Grounds Design and Engineering Services

Suggested Resolution
Resolution #2024-01-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted funds to *OHM Advisors, of Livonia, MI,* for the Detail Design and bidding assistance for a Cricket Field at Boulan Park for an estimated total cost of $98,500 but not to exceed budgetary limitations.

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

b) Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Pulsar Chlorine Feeders and Tablets

Suggested Resolution
Resolution #2024-01-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Pulsar chlorination systems and two (2) year maintenance and supply of Pulsar tablets for the pools at the Troy Family Aquatic Center and Troy Community Center, to the sole bidder meeting specifications, *Aquatic Source, LLC of Brighton, MI,* at unit prices contained in the bid tabulation opened

January 18, 2024; not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring January 31, 2026.

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

c) Standard Purchasing Resolution 4: OMNIA Partners Contract – Access Control and Closed-Circuit Monitoring Equipment and Installation and Oakland County Extended Purchasing Contract – Cabling Installation at City Hall

Suggested Resolution
Resolution #2024-01-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Wadsworth Solutions* of *Perrysburg, OH,* for the purchase and installation of access control and closed-circuit monitoring equipment at City Hall, for an estimated cost of $37,083, as detailed in the attached proposal and per the Omnia Partners Contract #R220703; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Shaw Systems* of *Southfield, MI,* for cabling installation at City Hall, for an estimated cost of $5,187 as detailed in the attached proposal and per the Oakland County Extended Purchasing Contract #010460; not to exceed budgetary limitations.

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

d) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Community Center Elevator Pit Project – Construction Documents and Bidding Assistance

Suggested Resolution
Resolution #2024-01-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *OHM Advisors, of Livonia, MI*, for the construction documents and bidding assistance for the Troy Community Center elevator pit project, as submitted, for an estimated cost of $24,000 but not to exceed budgetary limitations.

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

J-5 Fiscal Year 2024 SMART Municipal Credit and Community Credit Contract

Suggested Resolution

Resolution #2024-01-

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the Municipal Credit and Community Credit Agreement, which will be used for the Troy RYDE 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 City of Troy Investment Policy and Establishment of Investment Accounts

Suggested Resolution
Resolution #2024-01-

RESOLVED, That Troy City Council hereby **APPROVES** the *Investment Policy and Establishment of Investment Accounts,* as outlined in the memorandum and revised by Chief Financial Officer, Robert C. Maleszyk, dated January 29, 2024; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 PA 152 – Publicly Funded Health Care

Suggested Resolution
Resolution #2024-01-

WHEREAS, Public Act 152 of 2011 allows for a Local Government Opt-Out alternative; and,

WHEREAS, Choosing the Opt-Out alternative allows the City to continue to offer medical insurance to all full-time employees with the premium contribution percent established in current collective bargaining agreements;

THEREFORE, BE IT RESOLVED, That the Troy City Council hereby **SELECTS** the Local Unit Opt-Out for plan year 2024/25.

J-8 Traffic Committee Recommendations and Minutes – January 17, 2024

Suggested Resolution
Resolution #2024-01-

5. Request for Traffic Control – Hopedale Road & Viking Drive

RESOLVED, That the Viking Drive Approach at Hopedale Road be **MODIFIED** from UNCONTROLLED, to STOP CONTROLLED.

J-9 Request to Vacate an Existing Easement and to Accept a Permanent Easement for Franchise and Municipal Public Utilities, Ashton Parc, Sidwell #88-20-11-201-001

Suggested Resolution
Resolution #2024-01-

RESOLVED, That Troy City Council hereby **VACATES** a permanent easement for franchise and municipal public utilities granted to the City of Troy and recorded in Liber 58982 Page 280 thru 282, Oakland County Register of Deeds.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute a Quit Claim Deed returning the City of Troy's interest in the franchise and municipal public utilities easement granted to the City of Troy and recorded in Liber 58982 Page 280 thru 282 to Glen Arbor Building, LLC, owner of the property having Sidwell #88-20-11-201-001.

BE IT FURTHER RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for franchise and municipal public utilities from Glen Arbor Building, LLC, owner of the property having Sidwell #88-20-11-201-001.

BE IT FINALLY RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the Quit Claim Deed and permanent easement with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 First Amendment to Conditional Rezoning Agreement Between City of Troy and MNK Troy 1, LLC, Located on the East Side of Rochester Road, South of Shallowdale, Sidwell #88-20-14-152-001 and #88-20-14-301-031

Suggested Resolution
Resolution #2024-01-

WHEREAS, The City entered into a Conditional Rezoning Agreement with MNK Troy 1 LLC to conditionally rezone property to develop a maximum of 32 attached residential units located on the located East side of Rochester Road, South of Shallowdale, parcels 88-20-14-152-001 and 88-20-14-301-031, approximately 1.87 acres in area with current address of 4516 and 4396 Rochester Road; and,

WHEREAS, The development was conditionally offered with significant input from residential neighbors during the review process; and,

WHEREAS, The Conditional Rezoning Agreement is set to expire on February 2, 2024, but MNK Troy 1 LLC seeks to extend the Agreement for one year due to market conditions that were outside of developer's control; and,

WHEREAS, City Council has determined that MNK Troy 1 LLC has otherwise diligently pursued completion of the development project, which is required for an extension of the Conditional Rezoning Agreement;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the request from MNK Troy 1 LLC to extend the Conditional Rezoning Agreement for one year.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the First Amended Conditional Rezoning Agreement on behalf of the City; a copy shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That MNK Troy 1 LLC **IS REQUIRED** to immediately record the First Amended Conditional Rezoning Agreement with the Oakland County Register of Deeds, which shall be completed on or before February 15, 2024.

J-11 Stonecrest Planned Unit Development, Now Known As Anthology of Troy

Suggested Resolution
Resolution #2024-01-

WHEREAS, The City entered into a Planned Unit Development Agreement with NP Troy, LLC to develop Stonecrest Assisted Living, now known as Anthology of Troy, along with the first phase of the Troy Trail and the Daisy Knight; and,

WHEREAS, 310 Investments, LLC (Purchaser) has signed a purchase agreement for the sale of the facility; and,

WHEREAS, As part of the sales transaction, Purchaser requests the City execute an estoppel certificate which confirms there are no outstanding obligations or default by either party, and this review is a City obligation set forth in the Planned Unit Development Agreement; and,

WHEREAS, The City is not aware of any outstanding obligations or default regarding the property;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the attached Estoppel Certificate on behalf of the City; and a copy shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

a) Amendments to Troy City Code – Chapter 93: Fire Prevention

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

a) Downtown Development Authority-Final – October 18, 2023
b) Traffic Committee-Final – November 11, 2023

O-2 Department Reports:

a) Troy Public Library Annual Report
b) Fourth Quarter 2023 Litigation Report

O-3 Letters of Appreciation:

a) To Troy Public Library From Dennis G. Bonucchi
b) To City Manager Regarding Excellent Service Provided by Cindy Stewart

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

O-5 Notice of Hearing for the Gas Customers of DTE Gas Company - Case No. U-21291

O-6 Notice of Hearing for the Gas Customers of DTE Gas Company – Case No. U-21439

P. COUNCIL COMMENTS:

P-1 No Council Comments

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

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

Respectfully submitted,

Mark F. Miller
City Manager

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

January 29, 2024 ..... City Council Orientation
March 4, 2024 ..... City Council Orientation
March 13, 2024 ..... City Manager Recruitment
April 8, 2024 ..... City Council Orientation
April 15, 2024 ..... Special Budget Study Meeting
April 17, 2024 ..... Special Budget Study Meeting (as needed)

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 29, 2024 ..... Regular Meeting
February 5, 2024 ..... Regular Meeting
February 19, 2024 ..... Regular Meeting
March 4, 2024 ..... Regular Meeting
March 18, 2024 ..... Regular Meeting
April 8, 2024 ..... Regular Meeting
April 29, 2024 ..... Regular Meeting
May 13, 2024 ..... Regular Meeting
May 20, 2024 ..... Regular Meeting
June 10, 2024 ..... Regular Meeting
June 24, 2024 ..... Regular Meeting
July 8, 2024 ..... Regular Meeting
July 22, 2024 ..... Regular Meeting
August 12, 2024 ..... Regular Meeting
August 26, 2024 ..... Regular Meeting
September 16, 2024 ..... Regular Meeting
September 30, 2024 ..... Regular Meeting
October 14, 2024 ..... Regular Meeting
October 28, 2024 ..... Regular Meeting
November 11, 2024 ..... Regular Meeting
November 25, 2024 ..... Regular Meeting
December 9, 2024 ..... Regular Meeting
December 16, 2024 ..... Regular Meeting

C-01

PROCLAMATION TO CELEBRATE
TROY HIGH STUDENT NIKHIL MUDALIAR
ON BEING SELECTED AND PLAYING IN THE
U15 USA CRICKET 2023 NATIONAL CHAMPIONSHIP

WHEREAS, **Nikhil Mudaliar**, a junior at Troy High School, was selected to play at the U15 USA Cricket 2023 National Championship at Rydal, GA from September 1-4, 2023. The competition involves the best young cricketers from their age group in the country. **Nikhil's** performance placed him first as a wicket-keeper batter nationally, number three for best batter, and tied for number one for wicket-keeper; and

WHEREAS, **USA Cricket** is representative cricket, where players go through a rigorous selection process. The process, involving six hub matches followed by six zonal matches, lasted from late April to mid-August to achieve this feat. **Nikhil** was selected for the national competition for his second consecutive year; and

WHEREAS, Hub-level matches were the first step towards reaching the national championship. The Midwest zone comprised 11 states in which USA Cricket created four hub groups. **Nikhil** competed in the Eastern Midwest Hub which contained teams from Michigan, Ohio, and Indiana. Troy-based, Michigan Youth Cricket Academy, **Nikhil's** team, won five out of six games and went on to win the Championship for the hub. During the hub-level matches, He earned the title of best batter and best wicket-keeper by scoring 238 runs at an average of 47.65 and taking 12 keeper dismissals; and

WHEREAS, With this stellar performance, **Nikhil** was appointed as captain of the Eastern Midwest Hub for zonal level matches. The zonal level consisted of four teams, each one represented by the best players from their hub. Yet again, **Nikhil** excelled through the competition and once more, was titled as best batter for his 163 runs. These distinguishing factors allowed **Nikhil**, the only player from Michigan to be selected, to attain the opportunity to compete for the Midwest Zone at USA Cricket's U15 National Championship; and

WHEREAS, In addition to this achievement, **Nikhil** has been promoting cricket in the community by establishing a Cricket Club at Troy High School. He planned and organized an inter-school competition with teams from various parts of the state. Nikhil has also coached the Under-11 age group since his freshman year. His commitment and service to the cricket community are unmatched and inspiring for aspiring young cricketers;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Troy hereby congratulate **Nikhil Mudaliar** on his accomplishment in being selected to play at the U15 USA Cricket 2023 National Championship at Rydal, GA from September 1-4, 2023; and

BE IT FURTHER RESOLVED, that the Mayor and City Council of the City of Troy invite all residents to celebrate **Nikhil Mudaliar's** achievement, wish him much success in all future endeavors, and thank him for being a great role model for our community and exceptional advocate for the sport of cricket.

Presented this 29th day of January 2024

C-03

City of Troy, Michigan
December 2, 2023 Advance Meeting
Post Meeting Report

January 2024

Report Prepared by:

Vettraino Consulting, LLC

P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

City of Troy
December 2, 2023, Advance Meeting
Post Meeting Report

January 2024

Vettraino Counseling (VC) was retained to prepare for and facilitate the City of Troy's December 2, 2023, Advance Meeting. The consultant used a phased approach to execute the project. This Post Meeting Report is intended to review the activities of the meeting and highlight suggested post-meeting action steps.

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Vettraino Consulting LLC
P.O. Box 82202 ~ Rochester, MI 48308 ~ 248-379-8923 ~ VettrainoConsulting@gmail.com

Phase 1: Preliminary Assessment and Identifying Goals for the Advance Meeting

During August 2023, VC reviewed the project goals with the executive staff of the City and studied the project deliverables from the prior year's Advance Meeting. As an experienced local government professional, VC partnered with Troy's leadership team to develop a plan for the December 2, 2023, Advance. The preliminary assessment included reviewing the notes and outcomes from the 2022 Advance, as well as strategic planning, budgeting, and objective-setting documents of the City.

Phase 2: Interviews and Data Collection with Elected Officials and Executive Staff

On August 15, VC attended the staff leadership meeting to review the objectives, expectations, and desired outcomes for the Advance. Mid-September, VC hosted individual interview meetings with the Mayor and City Council members to review each elected official's objectives, expectations, and desired outcomes for the Advance. VC also created and distributed a department head survey to receive individual feedback.

The consultant reviewed feedback received from the elected officials and leadership staff and began assembling common themes and desired outcomes among all stakeholders. From August through November 2023, VC reviewed the project goals with the executive staff of the City and studied the project documents produced by the staff. Over the course of five meetings, several potential topics and sessions were discussed, with several revisions of both project documents and the meeting agenda.

Phase 3: Assembly of Advance Meeting Agenda and Distribution of Relevant Data

After considering the stakeholder feedback the consultants determined there would be three major parts of the Advance agenda: (1) review of the prior year topics (Troy Public Library, Troy Family Aquatic Center, and Recreation and Senior Services) (2) continuation of the discussion from the 2022 Advance regarding the need for additional revenue and the potential of a ballot question regarding revenue; and (3) discussion of several emergent issues (Sustainability, Emergency Medical Services, and Staff Engagement).

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Phase 4: Facilitation of the Advance Meeting

The Advance was held at the Troy Community Center on December 2. Attendees are listed in Appendix 1. The Advance meeting started at 8:00 am and concluded at 3:30 pm. The activities of the meeting included:

A. Public Comment
B. Framing the Day
C. Review of the Purpose of the Day
D. Prior Year Project Update (Gallery Explanation)
E. Priority 1: Revenue and Ballot Question Discussion
F. Emergent Issue 1: Sustainability
G. Emergent Issue 2: Emergency Medical Services
H. Emergent Issue 3: Staff Engagement
I. Wrap Up

While each Advance activity was important, below are the activities appropriate for report out by the consultant:

Public Comment, Framing the Day, Review of the Purpose of the Day

Public Comment was received, encouraging the City to continue to review and prioritize its work on issues related to sustainability.

City Manager Mark Miller noted with his retirement in the coming year, this would be his last opportunity to participate in an Advance. He expressed appreciation to the City Council and staff for their engagement and support over the last several years and looks forward to the Advance and coming months.

The facilitator reviewed the purpose of the Advance is to review Strategic Goals and Priority Action Items, providing direction for staff in their preparation of the 2024/25 budget and 2024 City Council meeting agenda setting. He noted that each Advance is unique and the agenda has been developed based on a review of the prior year meeting, stakeholder discussions, and several planning sessions with the City Manager's office.

-- Continued on next page --

Prior Year Project Update

A “gallery tour” was used to update attendees on the priorities identified during the prior year’s Advance. Attendees were asked to review large posters that stated the suggested next steps to move the priority forward, from the 2022 Advance, and the actions taken by the City during the past year. Throughout the day attendees were asked to use sticky notes to provide comments or questions on the poster presentations.

The gallery tour tool was used to try to efficiently report on the four (4) priority items and allow attendee feedback. As noted in the “Action” reported on the posters, all four priority items have planned follow-up in 2024. Below are photos of the poster presentations from the day-of meeting and the Action items for 2024.

This report includes all of the sticky note comments (verbatim) captured on the posters during the meeting. As noted for staff follow-up under each priority item, staff should review the sticky note comments and prepare a report to City Council in response to the comments/questions. It is recommended that the report be provided during the first quarter of 2024.

-- Continued on next page --

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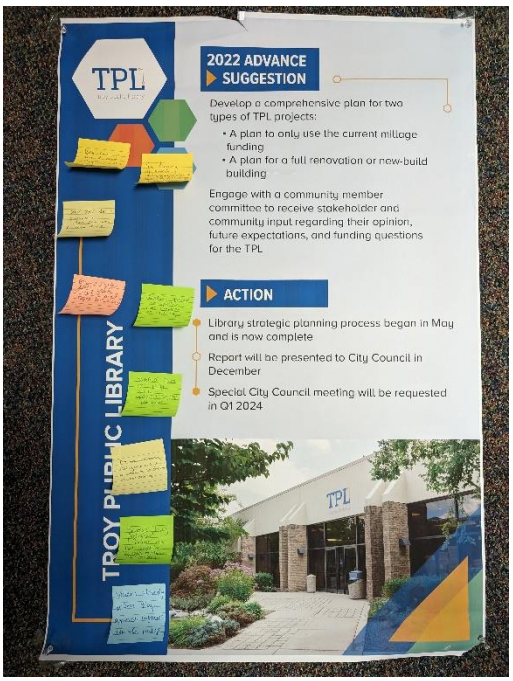
Troy Public Library (TPL) Noted actions for staff:

A Special City Council meeting will be requested during the first quarter for 2024 to review the formal report generated from the Library Strategic Planning process (May 2023 – December 2023).

Review below sticky note comments and provide responses via written report to City Council.



City Council Notes:

- Are we considering adding on a wing or an addition to the building vs. new building
- Will the report include both renovation and new build
- Update Council on costs of desired changes and their trends
- I am hearing so much disappointment that the building is in/remains in its current state – status?

Staff Notes:

- Voters already believe they approved upgrades with the millage
- Strategic Planning preliminary findings are that something big needs to happen with building
- Band-Aid fixes are very costly approx. $500,000 per year
- Looking forward to working with Council on next steps
- Receive Master Plan update and look at next steps for Library

City Hall Noted actions for staff:

Architectural program consultant RFP to be prepared and presented. City Council chambers redesign project is on-going.

Review below sticky note comments and provide responses via written report to City Council.

City Council Notes:

- Our City Hall is so tired… we really need to keep improving
- I really want to have a comprehensive list of needs and wants and costs

Staff Notes:

- City Hall improvements are necessary to attract and retain one of Troy's greatest assets: its employees. It is a need not a want.
- If considering renovations to city hall and library, and determining priority, please consider the library has 1000+ people in every day
- Continue to improve City Hall with proper capital projects. No need for new building.

Recreation and Senior Services Noted actions for staff:

Recreation and Senior Services will continue to be monitored and reviewed during the coming year.

Review below sticky note comments and provide responses via written report to City Council.

City Council Notes:

- Is there an area in a city building which can be dedicated as a “senior center”
- Hearing really positive things from the Friends of Troy Seniors – great to see/hear
- Create aspirational plans based on various funding levels on what recreation and senior recreation could look like
- Need to better understand and quantify the wants and needs of our seniors
- Have we “Council” provided the policy direction staff needs? What more can/should we be doing?

Staff Notes:

- Have increased senior programs and opening new senior room this year
- Turned senior store into card room for seniors
- Increase senior services. Can we look at floor plan of rec center for additional dedicated place/time for seniors?
- Troy provides much better senior services than so many communities. I think we need to comfortable sometimes saying “no” to demands

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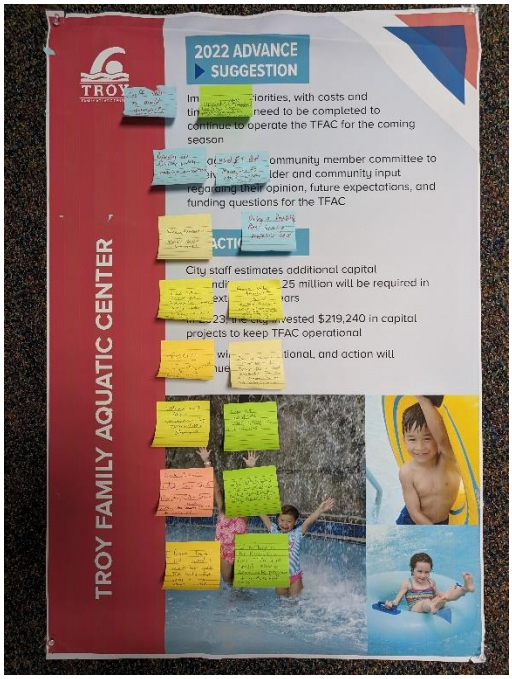
Troy Family Aquatic Center (TFAC) Noted actions for staff:

TFAC will continue to be operational and actions to review its future use, funding, and capital investment will continue during the coming year.

Review below sticky note comments and provide responses via written report to City Council.

City Council Notes:

- Can we re-think TFAC as it is? Splash pad is a good consideration. There can be alteration that are less costly to maintain
- Have we thought about establishing a maintenance endowment for TFAC – housed at Community Foundation for SE Michigan?
- Can we increase hourly rates /pay for lifeguards? Residents are asking.
- Funding alternatives. Public/private partnerships?
- When will the community committee start?
- TFAC, let's just do it. Renovate. Why can't we?
- Determine funding level needed and maintain high quality TFAC amenity. Propose options if major changes are needed.



Staff Notes:

- Doing a feasibility plan. Getting proposals now.
- Hired FT pool managers to assist with pools
- Branding the facility with naming amenities
- Staff went to World Water Park Convention for ideas
  Update (not just maintain existing) facility for modernization and staffing efficiency ($$)
- If millage is for Recreation (include TFAC) we could close or terminate programs if it does not pass
- If 60% of users are non-residents, is that something the city should fund?
- Why not investigate easier options like a splash pad
- Look at our whole Civic Center floor plan/future before putting too much more $ into it

-- Continued on next page --

Vettraino Consulting, LLC
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Priority 1: Revenue and Ballot Question Discussion

During the 2022 Advance meeting, City Council had significant discussion regarding aligning the City's goals with its available resources. General consensus was reached during that meeting that additional resources would be needed to meet the City's goals and that if the City is going to ask the community to provide additional revenue via ballot initiative, a questions could be considered November 2024. A significant factor in planning a ballot initiative is the question of the type of revenue that should be raised (a millage to service debt on capital improvement bonds or a special use operational millage). No consensus regarding the type of revenue was reached during the prior Advance meeting, though consensus was reached that any ballot question would require significant community engagement and communication.

The 2023 Advance continued the 2022 Advance discussion regarding revenue and a potential ballot question. The City Manager's office presented information focused on answering four (4) questions: *What to fund? How to fund it? How much? and How long?*. The presentation focused on data available from the 2022 Community Survey and public information available regarding dedicated millage and bond proposal ballot questions considered by comparable communities and other Oakland County municipalities between 2011 and 2023.

The elected officials deliberated the questions noted in the City Manager's office presentation. The primary consideration discussed was the wisdom of a bond proposal verse a dedicated millage as the type of revenue that should be considered. No consensus was reached on this issue.

Another significant focus of contemplation was on the question of how much funding was needed and for what exact projects/operational need. The specific questions of *If it is a Bond Proposal, what projects would be recommended (with options) by Administration?* and *If it is a Dedicated Millage, what mix of operational and/or projects would be recommended (with options) by Administration?* were points of deliberation. During the meeting staff provided information regarding current City funding levels, how much could be raised at different millage amounts, the interaction between funds (capital and general), and the funding levels for certain projects/operational need. During the meeting it became apparent that the Administration would need to develop additional reports for the elected officials to consider these questions further.

Revenue and Ballot Question Discussion - Summary and Suggested Action

During the 2023 Advance meeting, no consensus was reached regarding moving forward with a communication and action plan for a ballot question related to revenue. As noted above, consensus was that more information would be required to be provided from the City Manager's office to the elected officials regarding funding options. **At a future date, City Council could consider formal action requesting Administration to prepare specific information related to the questions/requests generated during the Revenue Discussion.**

Emergent Issue 1: Sustainability

Staff presented information and updates on the Michigan Green Communities Challenge (MGC) and the Energy Efficiency and Conservation Block Grant Program (EECVBG). The City's internal sustainability team review the 127 action items of a prior MGC Challenge and anticipates the City will receive silver certification during the 2023 Challenge. After considering feedback heard during a special Council meeting in September, staff has changed its EECBG application to focus on the Voucher Program for technical assistance provided by the Department of Energy Office of State and Community Energy Programs.

Noted next steps:

- Join the Michigan Green Communities Challenge when as soon as available
- Complete an application to the Energy Efficiency and Conservation Block Grant (Voucher Program) to develop a city-wide sustainability plan
- Continue to engage the community on the City's sustainability plans and actions

Emergent Issue 2: Emergency Medical Services

Staff presented information regarding the history of EMS services in the City, recent / current staffing challenges, and the limited funding (reimbursement) available to provide the service. Important recent developments include a report regarding Alliance's agreement and engagement with Fitch & Associates to provide a professional assessment of the City's service.

Noted next steps:

- Prepare needed amendments to the agreement with Alliance
- Continue to monitor Alliance's performance
- When complete, receive and consider the Fitch & Associates report. Use the information to develop the future state of the City's EMS service

Emergent Issue 3: Staff Engagement

Staff presented information regarding a need identified during the 2021 Advance to augment the City's employee attraction, engagement and retention capabilities. The position of HR Specialist has been added and, with a committee of employees from various departments, is focused on employment engagement. Based on the results of a spring 2023 employee survey staff has identified opportunities for staff engagement improvement/growth.

Noted next steps:

City Management is committed to:

- Open Communication: Improving lateral communication between departments and vertical communication within the organization.
- Honest Assessments: Celebrating what's working and having the courage to improve the things that aren't.
- Cooperation & Curiosity: Asking questions, learning from others, speaking well of others, and believing the best.

-- Continued on next page --

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Phase 5: Delivery of Summary Report

The report was prepared in draft form for review by the City Manager's office and is submitted in final for distribution. The Consultant Bio is provided in Appendix 2. Post-Advance participant survey feedback was provided separate from this report.

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Appendix 1: Advance Attendees

Title	Name	Title	Name
Mayor	Ethan Baker	Information Technology Director	Alex Bellak
Mayor Pro Tem	Rebecca Chamberlain Creanga	City Attorney	Lori Grigg Bluhm
Councilmember	Ellen Hodorek	Public Works Director	Kurt Bovensiep
Councilmember	Mark Gunn	Police Chief	Frank Nastasi
Councilmember	Theresa Brooks	City Assessor	Kelly Timm
Councilmember	David Hamilton	Library Director	Emily Dumas
City Manager	Mark Miller	Recreation Director	Brian Goul
Deputy City Manager	Robert Bruner	Fire Chief	Peter Hullinger
Assistant City Manager	Meg Schubert	Chief Financial Officer	Rob Maleszyk
HR Specialist	Heather Shaw	Human Resources Director	Jeanette Menig
		Community Development Director	Brent Savidant

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Appendix 2: Consultant Bio

Jaymes Vettraino
Vettraino Consulting, LLC

Jaymes provides municipal management consulting services to communities. His focus is on assisting with operational management, financial planning, community engagement, facilitation, and economic development. In addition, through a partnership with GovHR USA, Jaymes provides executive recruitment and employee class and compensation study services.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager. Most recently as the City Manager of Rochester, MI, where he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." Prior to serving the City of Rochester, Jaymes was the Manager of Kutztown, PA and had the chance to be the first Manager of Pen Argyl, PA.

Jaymes currently serves Rochester University as its first Director of Civic Engagement and as an Assistant Professor, where he is accelerating the University's development of students that have a passion for working in the social and community service sector. Jaymes has an MBA in Management from Lehigh University and a BA in Political Science from Michigan State University.

500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director

Subject: Troy Community Foundation- $100,000 Donation for Performing Arts Stage and Budget Amendment to the Capital Fund (Introduced by Kurt Bovensiep)

History

The Troy Community Foundation began in 2015 to provide a simple one-stop place for charitable individuals and businesses to support the entire City of Troy. It has served the community by creating unique partnerships that connect individual, family, and business donors with the full spectrum of charitable organizations and causes. The City of Troy partners with the Troy Community Foundation by hosting the location for Troy Family Daze, which is its largest fundraising event. Over the last several years the festival has exceeded revenue expectations.

The Troy Community Foundation was also the catalyst for the large pavilion and ice-skating ribbon. Their vision to create this type of amenity is what allowed us to apply and be awarded a Community Project Grant. However, like most projects, the city had to omit some of the desired amenities within the project to stay within budget. One of the omitted amenities was a bandshell style performing arts stage.

At the end of the annual Troy Family Daze presentation to City Council this year, the Troy Community Foundation announced the donation of $100,000 toward the omitted performing arts stage in Stine Community Park. Attached is the original rendering that included the covered stage.

In 2016, the Troy City Council amended the policy for naming public parks and public amenities. The policy allows a person or organization that makes a significant contribution to the addition of an amenity within an existing park to name the amenity. Below is the portion of the policy relevant to Troy Community Foundation's donation and desire to add the performing arts stage to Stine Community Park.

> ***Park Amenities***
> *An amenity within an existing park may be named after an individual, group or organization. Any request of this type shall be initially submitted to the Parks and Recreation Advisory Board. The board will review the proposal to determine if the proposed facility conforms to the master park plan, and forward the request, with any recommendations, to the Troy City Council. The Board may also recommend a sponsorship or donation program to assist in the*

funding of the development of the park or public amenities. Any such recommendation should be forwarded to the Troy City Council for final approval. Once such a sponsorship or donation program is approved, then the City Manager or his or her designee can allow for the naming of the amenities in accordance with the approved policy.

Where an amenity is named after a living person, that person must remain a citizen in good standing for the name to remain.

The names will be reviewed by the Parks and Recreation Advisory Board after five years. As long as the effort and contribution of the group and the conditions of the amenity are satisfactory, the name will remain. If the conditions have changed, then the matter shall be referred to the Troy City Council, to provide the individual or organization with a due process hearing before the name will be removed.

Any amenity/facility donated by a group, organization or individual may have a recognition sign, funded by the group/organization. All signs must conform to the City of Troy's sign ordinance. The City Manager or his/her designee will approve signage location, size and type, etc.

Signs or plaques or other advertising featuring, representing, or including alcohol or tobacco products, or other places or products deemed unsuitable shall be rejected.

The Troy Community Foundation requested to name the stage the "Troy Community Foundation Performing Arts Stage" in recognition for their contribution to the construction.

On November 30, 2023, during the regularly scheduled Parks and Recreation Advisory Board meeting the board approved the suggested name for the amenity.

RESOLVED, that the Troy Parks and Recreation Advisory Board has reviewed the proposed donation of $100,000 from the Troy Community Foundation for the addition of a performing arts stage in the Jeanne M. Stine Community Park and in recognition of its donation recommends the Troy City Council approve naming the new amenity the "Troy Community Foundation Performing Arts Stage".

If approved, the intent is to provide a similar performing arts stage as the Knight Amphitheatre at Riverside Park in Auburn Hills. An image of the Knight Amphitheatre is attached. Construction would be after the current pavilion construction is substantially complete, which is now estimated at the beginning of April.

Financial

The estimated cost for the performing arts stage is $350,000. It is likely there will be the necessary $250,000 available from the pavilion construction contingency. An award recommendation for the performing arts stage and the recommendation of funding will be presented to City Council for consideration after substantial completion of the pavilion construction. The $100,000 donation will be

added to the Capital Fund- Park Development- Land Improvements Stine Community Park 401.77.771.974.095.

Recommendation

City Administration recommends accepting the donation of $100,000 from the Troy Community Foundation to assist in the construction of a performing arts stage at Stine Community Park and approve the Troy Parks and Recreation Advisory Board recommendation for the naming of the amenity as the “Troy Community Foundation Performing Arts Stage”.

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CITY COUNCIL AGENDA ITEM

500 West Big Beaver
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I-05

CITY COUNCIL AGENDA ITEM

Date: January 23, 2024

To: Mark F. Miller, City Manager

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

Subject: CITY OF TROY MASTER PLAN 2040

The process and requirements for amending a Master Plan are defined by the Michigan Planning Enabling Act (MPEA), Act 33 of 2008. The 63-day review period for the Draft City of Troy Master Plan expired in November, 2023.

The Oakland County Planning Department conducted a thorough review of the draft plan. Some of the recommendations provided by Oakland County were incorporated into the draft, including adding SMART and MNFI information. These changes are non-substantive in terms of policy.

On December 12, 2023 the Planning Commission held a public hearing to solicit public comment on the Draft City of Troy Master Plan 2040. The Planning Commission recommended approval of the Master Plan by a vote of 8-0.

City Council is authorized to adopt the City of Troy Master Plan 2040. If City Council wishes to reject the proposed Plan, the MPEA requires the following: “If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body’s objections and revise the master plan so as to address those objections”.

Attachments:

1. Memo prepared by Carlisle/Wortman Associates, Inc. dated November 9, 2023.
2. Oakland County Review Comments, dated October 7, 2023.
3. Minutes from December 12, 2023 Planning Commission meeting (excerpt).
4. Draft City of Troy Master Plan 2040.

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

To: City of Troy Planning Commission
Brent Savident, AICP

From: Ben Carlisle, AICP

Date: November 9, 2023

Re: Master Plan 63-day Public Review Comments

On August 21, 2023, the Troy City Council directed staff to release the Draft City of Troy Master Plan for the 63-day public review period. The 63-day review period is required to allow for public comments. The 63-day period recently ended.

During the 63-day review period, the City received comments from the Oakland County Zoning Coordinating Committee, the Shelby Township Planning Commission, public comments from the Community Center comment station, and emails from six (6) Troy residents. All comments are included in your packets.

Comment Themes:

Resident Comments:

- Lack of affordable housing and housing diversity in Troy
- Overdevelopment, congestion, and traffic
- Bicycle and pedestrian improvements and trail expansion
    - Pedestrian improvements to/from Athens High School
    - Pedestrian improvements at Crooks/Big Beaver and Crooks/Wattles
    - Pedestrian improvements along Big Beaver and Wattles
    - Non-motorized improvements to and around City Civic Campus
    - Bicycle improvements along Beach, Kensington, and Eton Roads
- Add additional "greening" to Troy
    - Encourage native landscape species
    - Remove invasive species from City properties
    - Repurpose vacant and underutilized parking lots
- Repurpose former Kmart Headquarters
    - Central community space with missing middle housing
    - Consider building or donating the property to the arts, such as construction of a Modern Museum of Art with an Art College.

- Repurpose existing sites and buildings to viable uses including residential
    - North Troy
    - Vacant and underutilized office buildings
- Add Farmers Market
- Comments on individual neighborhood nodes

Oakland County Zoning Coordinating Committee:

- The Oakland County Zoning Coordinating Committee found the plan to be Not Inconsistent with surrounding community master plans.
- Recommendations
    - Update Census information
    - Update SMART and Oakland County Transit information in Chapter 5
    - Add Michigan National Features Inventory (MNFI) information into the Master Plan
    - Update name to MDEQ
    - Correct typos in Chapter 9 and 10
    - Incorporate hazard mitigation plan
    - Utilize Oakland Couty's Neighborhood and Housing Development Divisions varied tools for diversifying a communities housing stock

The Planning Commission is asked to consider these comments and direct staff to make any amendments to the Plan. The City is planning on holding a public hearing on the Master Plan on December 12th.

I look forward to discussing this item in more detail on November 14th

Sincerely,

Benjamin R. Carlisle

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

OAKLAND COUNTY MICHIGAN
ECONOMIC DEVELOPMENT

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Scott E. Kree | Senior Planner
Office: (248) 858-0389 | krees@oakgov.com

October 7, 2022

Commissioner Gwen Markham, Chairperson
Oakland County Coordinating Zoning Committee
1200 North Telegraph Road
Pontiac, MI 48341

SUBJECT: County Code No. MP 23-03, Oakland County Department of Economic Development, Division of Planning & Local Business Development's staff review of the draft Plan Troy 2040 Master Plan Update.

Dear Chairperson Markham and Committee Members:

On September 6, 2023, the Oakland County Department of Economic Development (OCED), Division of Planning & Local Business Development (PLBD) received a mailed letter from the City of Troy (dated August 29, 2023) that initiated the review and comment period for the proposed Draft **Plan Troy 2040 Master Plan Update, (County Code Master Plan No. 23-03)**. Under the Michigan Planning Enabling Act, Oakland County, adjacent municipalities, and other jurisdictional authorities have 63 days to submit comments on Master Plan updates.

This review of the Draft Master Plan will go before the Oakland County Coordinating Zoning Committee (CZC) on October 25, 2023, which falls within the community's specified comment period. It is assumed that adjacent communities were notified about the proposed Draft Master Plan and review period by the City of Troy. The Draft Master Plan can be found at: CityOfTroy_MasterPlan2040_2023-8-25(1).pdf

Staff Recommendation

Based on the review of the surrounding communities' master plans, the Draft *Plan Troy 2040 Master Plan* is **not inconsistent** with the plan of any city, village, or township that received notice of the draft plan. Oakland County has not prepared a countywide development plan, so there is no countywide plan with which to compare the draft amendment. Following is an analysis and summation of the Draft Master Plan update.

Select Summary Analysis of Content

The information included herein represents a summarized analysis of the proposed draft *Plan Troy 2040 Master Plan*. Select sections are highlighted in this review with a focus on changes to borderline conditions and future land uses. County Planning staff last reviewed changes to the community's Master Plan in 2016. The existing Master Plan is referenced as the 2015 plan which was adopted in 2016. Due to Troy being a mostly "built-out" community, much of the proposed document continues to promote relevant goals and objectives from past Master Plans. The City of Troy shares a border with seven (7) adjacent communities which include Bloomfield Township, the City of Birmingham, the City of Clawson, the City of Madison Heights, the City of Rochester Hills, the City of Royal Oak in Oakland County as well as the City of Sterling Heights in Macomb County. Additionally, three (3) communities have oblique (corner) shared borders which include the City of Auburn Hills in Oakland County, Shelby Township, and the City of Warren in Macomb County. The City of Troy is currently the largest populated city in Oakland County and shares borders with some of the largest populated communities in the State of Michigan.

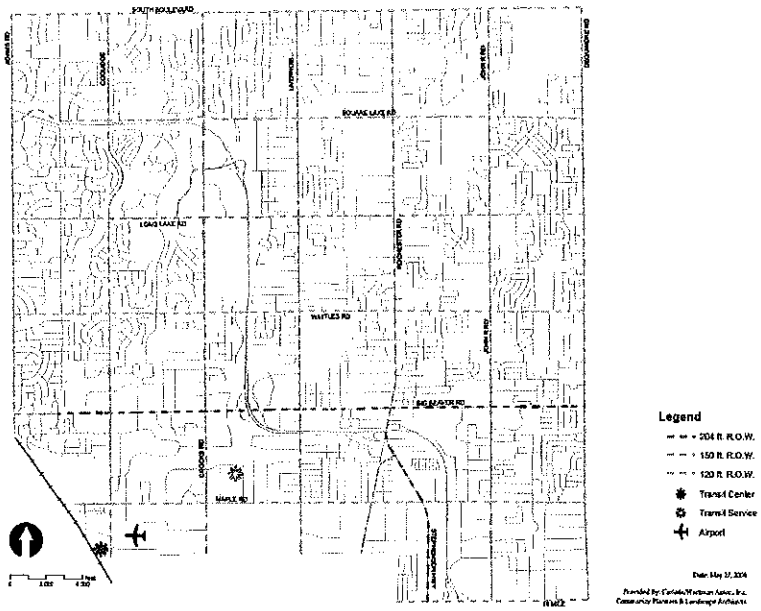
Public Engagement

The city held targeted public input opportunities for the Master Plan update per the information provided in Chapter 1. The plan also continues to utilize and reference relevant data gathered from past public engagement and community participation sessions of 2008 through 2015, including the *Troy Vision 2020* documented information. The public engagement opportunities conducted in 2021 through 2022 were focused on the visions and policies for the "Neighborhood Nodes" that have been present and established in past plans. Per the *Community Participation* portion of Chapter 1 (page 16/ 9 pdf), online and paper surveys were made available to residents and stakeholders. Input was gathered from over 1,650 participants in the spring of 2021. Additionally, the city offered six (6) specific walking tours called *Neighborhood Node Walk & Talks*. The information gathered included aspects of the "Nodes" density, design, zoning, inclusion of open spaces, environment, and landscaping. A Steering Committee with a focus on the "Nodes" of the City was created and consisted of four (4) members of the Planning Commission that met three (3) times throughout the Master Plan Update process to review and report on the outcome and findings of the public engagement process related to the *Nodes*.

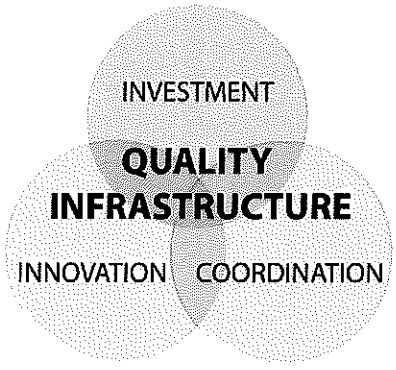
Transportation, Infrastructure & Sustainability

The automobile and the road system promoted the expansive growth of the City of Troy starting in the 1960's. Transportation continues to be an important topic for the city which is prominent throughout the proposed Master Plan and the plans that came before it. The city maintains multiple modes of transportation (automobile, air, rail) and transportation hubs, notably the Troy Transit Center. The Thoroughfare Plan, promoted in Chapter 5, addresses mobility needs and utilizes access management, complete streets, non-motorized systems, and transit-oriented development/hubs as goals in connecting residents and workers to a regional system for unlimited and unrestricted access. The *Big Beaver Corridor Study* continues to support cross-plan discipline within the draft Master Plan as it is referenced many times. The city continues to maintain over 500 miles of sidewalks and 364 miles of road in cooperation with the Road Commission for Oakland County (RCOC). The plan promotes the continuation of the city's ongoing participation in *Faster And Safer Travel Through Routing and Advanced Controls* (FAST-TRAC) through the RCOC and its involvement with the *Suburban Mobility Authority of Regional Transit* (SMART) as the SMART Oakland Terminal is located within the City of Troy.

Thoroughfare Plan



The plan continues to promote and protect infrastructure through investment, coordination, and innovation. Water quality efforts promoted in Chapter 6 of the plan feeds into the environmental sustainability portion of the plan in Chapter 7. The plan has updated the capacity and services utilized through the *Detroit Water and Sewage Department* (DWSD). Since 2015, the miles of water main in the city has increased from 500 to 550 miles of pipe. Additionally, the number of fire hydrants have increased from 5,300 to 6,100 and the number of water meters have grown from 26,000 to 29,000. The plan promotes coordination with the DWSD, Oakland County Drain Commissioner, and State of Michigan. Water quality remains important to the city in its efforts to provide safe and healthy services.

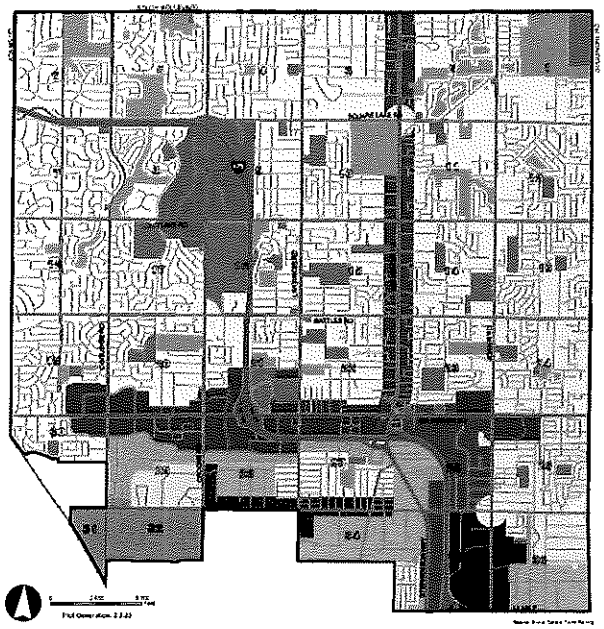


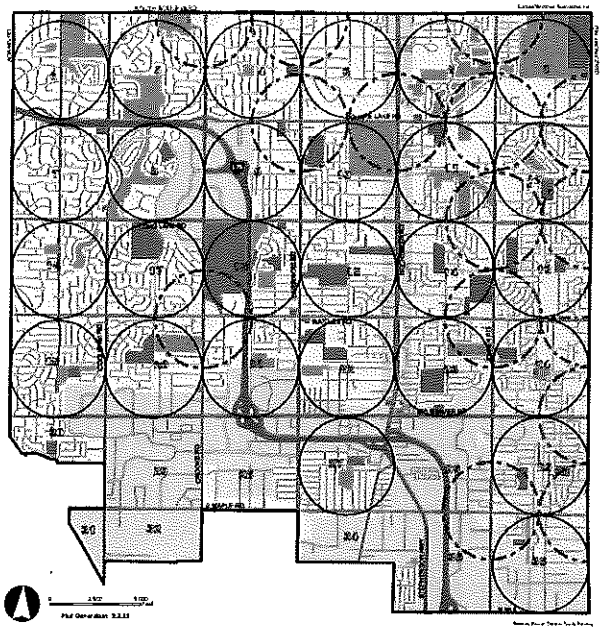
In support of infrastructure protection, quality and maintenance of these systems, the plan promotes sustainable growth through defined "Low Impact Development" (LID) which respects the preservation and enhancement of existing natural features while supporting urban and brownfield redevelopment. Redevelopment initiatives include transportation options (as identified in Chapter 5), green building designs, urban form/neighborhood design, waste water reduction, sustainable design, EV charging

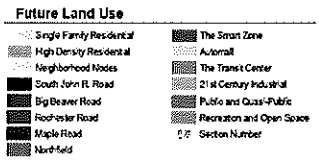
options, and adaptive reuse. An emphasis on *Leadership in Energy and Environmental Design* (LEED) Green Building Rating System continues to be a tool the city uses for new or revitalization projects. Changes in office building use following the Covid-19 Pandemic have created flexibility in adaptive reuse options for the city and property owners. Troy and Southfield have the most office square footage available in Oakland County. Starting in late 2022, Troy is in the process of completing or approving multiple projects that rehabilitate existing, empty office buildings to residential apartments, condos, and other mixed uses along the Big Beaver Corridor. The flexibility in the future land use plan and the opportunity to utilize built structures, which keeps materials out of landfills while helping to provided more missing middle housing (per Chapter 8), promotes sustainability, and will benefit the city of Troy well into the future.

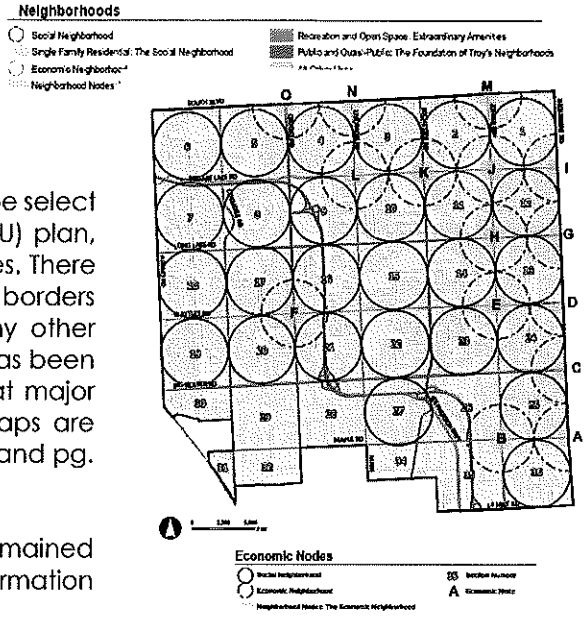
Land Patterns

Chapter 9 *Land Patterns: City Design and Image*, continues to expand the forecast of future land uses to nodes, corridors, and sections, rather than as site specific. However, within each area there remain future development









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guides, goals, and objectives as to how the plan intends to shape select areas throughout the city. The proposed Future Land Use (FLU) plan, when compared to the FLU plan of 2015-2016, has few changes. There are no proposed changes to future land uses at any of the city's borders or the description of the land uses that are adjacent to any other community as shown on the provided maps. However, there has been a reduction from 21 to 15 identified "Neighborhood Nodes" at major intersections. The proposed FLU Map and Neighborhood Maps are provided to the right and above (Chapter 9, pg. 86-87/44 pdf and pg. 93/47 pdf).

A majority of the objectives, facts, and design concepts have remained unchanged as compared to the 2015-2016 plan, however, information

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has been expanded to be more inclusive of other use types that align with growth patterns and lessons learned in the fallout of the pandemic.

The plan has taken the opportunity to focus on select nodes with modeled concepts that promote sustainable/affordable housing options through density and mixed-use developments while incorporating design attributes and guidelines. Most notably at the Long Lake Rd. / Dequindre Rd. west side of the intersection (Node #G) and Long Lake Rd./John R. Rd. intersection (Node #H) are promoted within the Master Plan.

JOHN R & E LONG LAKE ROADS

The redesigned intersection includes a variety of elements which blend in to the surrounding neighborhood, including:

1. Duplexes
2. Two- to three-story mixed-use commercial and residential
3. A 1.2-acre neighborhood park
4. Curvilinear entry drive connecting Orchard Crest and Wilmet Drives
5. Two-to three-story townhomes along John R with rear facing garages
6. Reconfigured retail including existing pharmacy and new small scale retail tenants.

Node-wide design elements for residential:

- Direct pedestrian connections from residential to commercial uses and public sidewalks along the main corridor
- Multiple-row landscape edges provide buffer between land uses

FEMA Regulated Floodway (approximate)
Proposed park boundary

Special Area Plans

Chapter 10, *Special Area Plans* had few changes when compared to the 2015-2016 plan. The "Big Beaver Pedestrian" target area has been eliminated from the Special Area Plan section because many of the 2015 objectives have been implemented while other items have been captured in parts of Chapter 9 under the *Big Beaver Road: A World Class Boulevard* and *The Smart Zone: Big Beaver and Beyond* sections that are located in Chapter 9. Other *Special Area Plans* include a 1-mile section of the Rochester Road corridor, the Maple Road corridor from Coolidge Hwy to John R. rd., and an area identified as "North Troy" consisting of the Long Lake Rd./Crooks Rd. and Interstate 75 area.

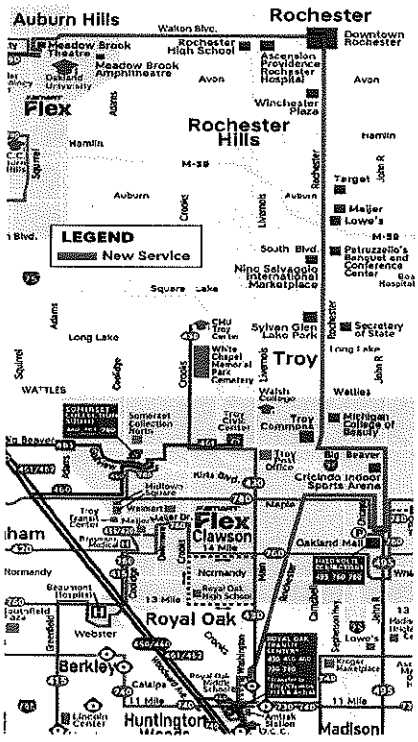
These "Special Area Plans" remain unchanged. Priorities surround pedestrian access, traffic safety, and place making. The action plans and implementation strategies remain relevant as some of these specific project areas are currently and remain on a trajectory to follow the plan. Portions of these areas have realized the plan while the other areas within them are still pursuing goals and objectives set forth by this section.

Recommendations

As a function of this review, staff make recommendations in an effort to strengthen the plan so it can be further utilized as a tool for the community. The following recommendations for the Draft Master Plan are listed below:

1. Update Census information and dated measurables. The "City of Troy Facts" have been updated to reflect 2020 Census information but other areas in the plan have not been updated:
    a. Confirm figure 3.1 has not changed (Chapter 3 pg. 28/15 pdf)
    b. Consider using recent target/market area statistics and property/industry data in each of the *Special Area Plans* within Chapter 10. Most information is unchanged from the 2015 plan consisting of information from 2013 and 2015. This includes Oakland County Land Use/Property Data which was last updated in 2022. Please include the latest data by visiting: https://www.oakgov.com/community/community-development/planning-services/current-and-future-land-use-maps-and-statistics for the most recent information.
    c. Reference the most current census information available and update the data provided under the "Oakland County" portion of Chapter 4 (pg. 45/23 pdf).

2. Incorporate the following recommendation to enhance *Chapter 5 City in Motion: Local and Regional Mobility*:
    a. Correct conflicting information regarding number of SMART fixed service routes in the city "over 54" (under *Existing Conditions: Transit* pg. 49/25 pdf) as compared to SMART providing "over 41" fixed route services (SMART pg. 51/26 pdf).
    b. Consider adding information pertaining to SMART's recently approved additional route(s) and stops, particularly along the Rochester Road corridor within the City of Troy (see map at right). Such serviced route(s) would start service in January of 2024. Coordinate with SMART staff to incorporate and update information pertaining to SMART services. SMART has additional information relevant to the City of Troy at: https://www.smartbus.org/Services/Services-By-Community/Troy
    c. Add Oakland County Transit information pertaining to the approved 2022 Oakland County Public Transit Millage, programs, and resources that could be useful tools for the city's Master Plan. More information can be found at: https://www.oakgov.com/community/oakland-transit



3. Add Michigan Natural Features Inventory (MNFI) information in the draft Master Plan. In 2017, MNFI prepared an update to the county-wide data/maps. The City of Troy has designated *Priority II* and *Priority III* areas within the city limits which could help promote the plan's efforts to preserve the City's existing natural features and promote the sustainability initiative as defined in Chapter 3 and supported in Chapter 7, *Green City: Responsibility to Natural & Energy Resources*. Most of the areas in the MNFI data are located along waterways or related to floodplains that are part of the Gibson Drain, Lane Drain, or Ferry Drain systems that are tributaries to the Clinton River. Additionally other sites are located along the River Rouge watershed tributaries and floodplains within the city. Oakland County has online tools where MNFI Maps can be created: https://oakgov.maps.arcgis.com or please contact our staff if assistance is required in producing a map for the draft Master Plan.

4. Change the name of the *Michigan Department of Environmental Quality* (MDEQ), which is referenced in the proposed plan to the *Michigan Department of Environment, Great Lakes and Energy* (EGLE) as the State of Michigan changed that department's name in 2019.

5. Incorporate the following recommendation to enhance *Chapter 9 & Chapter 10*:
    a. Future Land Use Categories labeled 75 through 103 do not correspond with the plan's numbering system or page numbers (Chapter 9: pg. 83/42 pdf).
    b. Update the Neighborhood Nodes maps located throughout the plan (Chapter 9: pg. 89/45 pdf, Chapter 10: pg. 130/66 pdf and maps in Chapter 10 associated with the Maple Road *Special Plan Area*) to accurately account for the number of neighborhoods nodes and locations.
    c. Reorganize, reference and/or change placement of "Neighborhood Node" renderings in the *Neighborhood Nodes: The Economic Neighborhood* and *High Density Residential : Housing*

Choice sections of Chapter 9. Computer generated renderings of select intersections that are titled: *Design Attributes / Guidelines* for Neighborhood Node "G" and "H" and the "City Gateway" renderings do not reference or directly correlate with text/maps before or after the renderings.

d. Correct numbering issues pertaining to *Gateways, Assets, Opportunities,* and *Challenges* on maps for the *Rochester Road: Special Area Plan* (Chapter 10: pg. 70/138-139 pdf), *Maple Road: Special Area Plan* (Chapter 10: pg. 79/156-157 pdf), and *North Troy: Special Area Plan* (Chapter 10: pg. 95/188-189 pdf).

6. Incorporate a hazard mitigation plan or elements that could be used in a hazard mitigation plan. Oakland County's PLBD staff is making a deliberate effort to encourage communities to consider the natural and manmade hazards and associated risks to communities and integrate their hazard mitigation priorities and strategies into their Master Plans, when applicable. This is particularly relevant for hazard mitigation related to infrastructure, utilities, natural features, major assets, and historic districts/structures that may be added to the City's Capital Improvement Program if applicable or may represent FEMA (Federal Emergency Management Agency) eligible projects. Through FEMA, communities may be eligible for nationally competitive, annually awarded Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) grants for planning and project work. Communities responding to and recovering from major disasters or emergencies declared by the President are also eligible for Public Assistance (PA) Funds for emergency work and permanent infrastructure projects. Mitigation opportunities resulting from declared disasters, specifically through the Hazard Mitigation Grant Program (HMGP), are a source of potential funding following major disaster declarations. The 2017 Oakland County Hazard Mitigation Plan is available online through the County's Homeland Security webpage at: https://www.oakgov.com/community/emergency-management/need-to-know/disaster-planning/hazard-mitigation-plan.

7. Oakland County's Neighborhood & Housing Development Division has created tools that could strengthen the City of Troy's goals to improve and continue to offer a diversified housing stock while promoting diversity and inclusion in the city's housing efforts. Please go to Oakland County's Neighborhood & Housing Development website: https://www.oakgov.com/community/neighborhood-housing-development for more information.

Oakland County Technical Assistance
A summary of programs offered by the Oakland County Economic Development Department that are relevant to the City of Troy has been included on the final page of this review.

Oakland County Technical Resources
Oakland County compiles existing and future land use statistics for the county as a whole and for each community using generalized land use definitions. These documents are included as reference and to provide a snapshot of the City's existing land use and development patterns.

Conclusion Summary

The draft *Plan Troy 2040 Master Plan* remains an all-encompassing and very complete document. The City of Troy remains one of the busiest cities in the county. The population continues to grow, which coincides with the City's ability to attract prominent businesses and keep standards of high education levels state-wide. The Master Plan continues to emphasize the need for pedestrian safety, neighborhood place making with use of nodes, safe and reliable transportation options/availability, and a preservation/protection of the natural features the City has. The plan is well written and has obtainable goals with the incorporation of other Troy Plans listed throughout. Information regarding stakeholders and the support provided through the public input sessions adds value to the plans vision and direction for the City of Troy.

Oakland County does not have a Planning Commission or County Master Plan, so a full comparison and contrast of the information to County-wide Plans is not possible. Our staff review of the proposed Master Plan and a cursory review of adjacent communities' Master Plans have found the City of Troy's Draft *Plan Troy 2040 Master Plan* to be **not inconsistent** with those plans.

Troy has received a copy of this review. Additional copies have been emailed to adjacent municipalities and other reviewing jurisdictions for their review and/or comments. On October 25, 2023, this review will go before the CZC which will consider a motion on the recommendation of the submitted draft Master Plan. If there are any questions or comments about this review and analysis, please do not hesitate to contact me at (248) 858-0389 or email me at krees@oakgov.com.

Respectfully,

Scott E. Kree | Senior Planner
Oakland County Department of Economic Development
Planning and Local Business Development Division

CC: Yolanda Smith Charles, Oakland County Commissioner, District 17 & CZC Vice-Chair
Phil Weipert, Oakland County Commissioner, District 13 & CZC Member
Dave Woodward, Oakland County Commissioner, District 1
Penny Luebs, Oakland County Commissioner, District 2
Gary McGillivray, Oakland County Commissioner, District 3
Brent Savidant, City of Troy Development Director
Benjamin Carlisle, Planning Consultant at Carlisle | Wortman & Associates for the City of Troy
Stephen Cohen, City of Auburn Hills Community Development Director
Nicholas Dupuis, City of Birmingham Planning Director
Patricia Voelker, Bloomfield Township Director of Planning, Building & Ordinances
Nik Stepnitz, City of Clawson Director of Community Development / Assist. City Mngr.
Giles Tucker, Madison Heights Economic & Community Engagement Supervisor
Sara Roediger, Rochester Hills Planning Manager
Joseph Murphy, City of Royal Oak Planning Director
Jake Parcell, City of Sterling Heights City Development Manager / Assistant City Planner
Ronald Wuerth, City of Warren Planning Director
Julijana Misich-Rasawehr, Shelby Township Planning Director
Vicky Rowinski, Macomb County Director of Planning & Economic Development
Brad Knight, RCOC Director of Planning & Environment
Dan Butkus, WRC Engineering Technician, Plan Review & Permitting Unit
Oakland County Airport
Lori Swanson, Oakland TSC-MDOT Manager
Adelaide Pascaris, ITC Area Manager
Jennifer Whitteaker, DTE Regional Manager
Brandon Hofmeister, Consumers Energy Senior VP of Government
Michael Spence, SEMCOG Administrator of Governmental Affairs
CN Rail

Oakland County Planning Resources

The Oakland County Department of Economic Development (OCED), Division of Planning & Local Business Development (PLBD) offers a variety of programs to support Oakland County communities with innovative programming and assistance to create attractive destinations in which to live, work and raise a family. The chart below details those programs offered by the PLBD (a division of the OCED). Current participation in these programs and opportunities for future involvement are noted on the right side of the chart. Additional information on all OCED programs can be found at www.oakgov.com/advantageoakland.

Program	Mission	City of Troy's Opportunities and Current Participation
Environmental Stewardship	Provide information, plans and options to promote conservation of the natural environment while supporting sustainable economic growth, development, and redevelopment.	The City of Troy supports development that is cognizant of natural resource protection and management. County staff members are able to act in a supporting capacity with grant application identification, open space protection, and sustainable development practices as requested.
Historic Preservation Assistance	Support local efforts to maintain and enhance architectural and heritage resources through sustainable practices to enrich the quality of life for all.	County staff is able to assist with potential design concepts for adaptive reuse of any historic structures within the community.
Land Use & Zoning Services	Prepare and provide land use, zoning, and Master Plan reviews for communities to enhance coordination of land use decision-making.	The City of Troy continues to send Master Plan Updates and Amendments to the County for review fulfilling the legislative requirements. Other coordination services are available upon request.
Trail, Water & Land Alliance (TWLA)	Become an informed, coordinated, collaborative body that supports initiatives related to the County's Green Infrastructure Network	The County fully supports the expansion of non-motorized facilities and protection of the natural environment. Oakland County can aid the community in non-motorized planning efforts through education and the identification of potential funding sources.
Brownfield Redevelopment Authority (OCBRA)	Provide assistance in the County's Brownfield initiative to clean-up and redevelop contaminated properties	The OCBRA can assist and coordinate with the State of Michigan Department of Environment, Great Lakes and Energy (EGLE, formally MDEQ) along with the Michigan Economic Development Corporation (MEDC), as needed, in an effort to prepare designated brownfields for redevelopment with the County's BRA.

CITY OF TROY MASTER PLAN

5. PUBLIC HEARING – DRAFT CITY OF TROY MASTER PLAN

Mr. Carlisle gave a PowerPoint presentation on the draft Master Plan. He noted a comprehensive rewrite of the Master Plan was in 2008 and the draft plan for discussion this evening incorporates a few updates and tweaks. Mr. Carlisle addressed in detail the PowerPoint outline.

- Why Does A City Plan?
- What is a Master Plan?
- Elements of a Master Plan.
- Master Plan (policy document) and Zoning Ordinance (regulatory document).
- Focus of Master Plan draft:
  - Refresh look and layout.
  - Update Master Plan Introduction.
  - Update outdated information.
  - Review Neighborhood Nodes zoning districts.
- Survey.
- Steering Committee.
- Ongoing community engagement.
- Public comments.
- Adoption process.

In summary, Mr. Carlisle asked the Planning Commission to hold a Public Hearing and consider making a recommendation to the City Council for the adoption of the draft plan. He said the City Council may adopt the plan as submitted, or revise with comments and/or suggestions, or send the document back to the Planning Commission for further study.

Discussion followed:

Chair Lambert, Ms. Perakis and Ms. Malalahalli addressed a few revisions, corrections, and updates that they would like to see incorporated in the document. It was noted that the changes are inconsequential in nature to the overall draft.

Mr. Carlisle and Mr. Savidant made note of the suggestions and acknowledged incorporating the changes would pose no issues in its preparation for consideration by the City Council.

PUBLIC HEARING OPENED

There was no one present who wished to speak.

PUBLIC HEARING CLOSED

Resolution # PC-2023-12-072
Moved by: Buechner
Seconded by: Hutson

WHEREAS, The Municipal Planning Enabling Act, PA 33 of 2008, provides that a municipal planning commission shall develop and amend a Master Plan for the physical development of the community; and

WHEREAS, A Master Plan is a long-range, broad policy document used to guide decision making related to land use and community development; and,

WHEREAS, The Planning Commission has determined that it would be in the public interest to make amendments to the City of Troy Master Plan; and

WHEREAS, The Planning Commission notified each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, of its intent to adopt a new Master Plan; and

WHEREAS, Relying upon public input, the City's Planning Commission, Planning Department staff, and the City's Planning Consultant developed the proposed amended City of Troy Master Plan; and

WHEREAS, The Planning Commission encouraged public participation during the planning process including a survey, Neighborhood Node Walk and Talks and numerous public meetings; and

WHEREAS, The proposed amended City of Troy Master Plan was submitted to City Council, which authorized distribution of the proposed plan; and

WHEREAS, The proposed amended City of Troy Master Plan was distributed to each municipality contiguous to the City, the County Planning Commission, each public utility company and railroad company owning or operating a public utility or railroad within the City, for purposes of notification, for review and comment; and

WHEREAS, The Planning Commission received comment in reference to the proposed Master Plan from the Oakland County Coordinating Zoning Committee which endorsed the proposed amended Master Plan, finding that the proposed Plan is not inconsistent with the Plan of any surrounding communities; and

WHEREAS, The Planning Commission has determined that the draft amended City of Troy Master Plan represents the long-range vision of the City of Troy.

THEREFORE BE IT RESOLVED, The City of Troy Planning Commission hereby recommends approval of the amended City of Troy Master Plan, as per the requirements of the Municipal Planning Enabling Act, PA 33 of 2008 and with the corrections as suggested to the Staff this evening.

BE IT FINALLY RESOLVED, That within the next five years, the Planning Commission shall review the Master Plan and determine whether to commence the procedure to amend the Plan or adopt a new Plan.

Yes: All present (8)
Absent: Tagle

MOTION CARRIES

TROY
MICHIGAN

PLAN TROY 2040

Resolution #2023 To Be Included

CITY COUNCIL

Ethan Baker, Mayor
Rebecca Chamberlain Creanga, *Mayor Pro Tem*
Ellen Hodorek
Mark Gunn
Theresa Brooks
Hirak Chanda
David Hamilton
Ann Erickson Gault (2021-23)
Edna Abrahim (2021-23)

PLANNING COMMISSION

Chair
Dave Lambert

Members
Marianna Perakis, *Vice Chair*
Toby Buechner
Carlton Faison
Michael Hutson
Tom Krent
Lakshmi Malalahalli
Tyler Fox
John Tagle
Sadek Rahman (2021-22)
Jerry Rauch (2021-22)

CITY MANAGER

Mark Miller

COMMUNITY DEVELOPMENT DIRECTOR

Brent Savidant

PLANNING DEPARTMENT

Paul Evans,
Zoning and Compliance Specialist
Jackie Ferencz, *Office Manager*

INFORMATION TECHNOLOGY DEPARTMENT

Alex Bellak, *I.T. Director*

CITY PLANNING CONSULTANT

Carlisle/Wortman Associates

PHOTOGRAPHER

All Troy photos, unless otherwise credited, were provided by Acacia Photography of Troy, MI

Executive Summary

In 2008, the City of Troy adopted a new Master Plan, the first updated Master Plan since 1965. The 2008 Master Plan recognized Troy's place in a changing post-Recession world. Rather than control growth, the 2008 Master Plan identified opportunities and strategies for competing in the global economy.

2015 Revision:
In 2015, the city determined that the 2008 Master Plan still represented Troy's long-term vision, goals, and policies for development and growth. However, while the plan was still relevant and effective, due to shifts in economic, demographic, and development patterns the City felt that the 2015 plan update should focus on specific geographic areas. The 2015 plan update incorporated three (3) special area plans. Special area plans were chosen for areas where substantial development and redevelopment activity was likely to occur. Special area plans provide an illustrative framework to guide development in a way that fosters a sense of place and establishes community identity in key locations. The special area plans provide schematic representations of potential development areas at a variety of scales and levels of detail, and may include illustrative configurations for new streets, buildings, parking, open space, and circulation as may be appropriate to the area.

2015 Special Area Plans:
Rochester Road
The Rochester Road Special area plan provides a unifying framework built around public and private improvements that will change the function and character of the corridor over time. The plan identifies three (3) complementary concepts for dealing with these issues and creating a solution that all users will welcome. The first concept deals with restructuring the pattern of land use and development lining the corridor, the second involves incorporating the redesign of the public right-of-way, and finally, the third creates a cohesive image and stronger identity for the corridor.

Maple Road
Maple Road presents an opportunity to build on the existing diversity of land uses, transportation options, and proximity to residential properties. For properties lining the corridor, revitalization requires a restructuring of development patterns, with less emphasis on land use and more focus on quality, accessibility, and innovative redevelopment. For those parcels in the industrial areas located off the corridor, a focus on protection and reinvestment of the industrial and technology development base should be emphasized. The repurposing of Maple Road offers three (3) key priorities based on the following land patterns: the development nodes at major mile intersections, the linear segments of the corridor between the major mile intersections, and the industrial and employment areas located off the corridor.

North Troy
North Troy faces a turning point. Its original development pattern must evolve to meet new challenges in the marketplace. Both employers and employees must be flexible and nimble to respond to demands in competition. As such, their facilities must adapt to fulfill evolving, diverse requirements in the workplace. Many of today's knowledge workers expect entertainment and service amenities nearby as well as opportunities and spaces to connect and share ideas. The isolated buildings in North Troy do not reflect this trend. There is no central, defining place that represents the heart and vision of North Troy. Creating this balanced mix of uses and a sense of place will create a symbiotic relationship with the adjacent neighborhoods, where employment, service, and residential uses are interconnected. Fortunately, North Troy has ample opportunities to evolve and create a modern, preferred employment hub.

2023 Revision:
In 2020, the City again reviewed the Master Plan to determine if it was still relevant and continued to represent Troy's long-term vision, goals, and policies for development and growth. This review was conducted during the COVID-19 Pandemic, one of the most impactful events of the 21st Century. The City found that many of the strategies that aided the recovery from the Great Recession – flexibility in use, encouraging mixed use, permitting residential density in appropriate locations – are the same strategies that should assist the City as it recovers from the effects of the Pandemic.

At the start of the process, it was agreed upon that the Master Plan continued to be relevant. It was forward thinking at the time and many of the issues that were focused on are still applicable. However, there were a few key issues that needed updating, specifically the planning for the Neighborhood Nodes.

Revised Neighborhood Node Intent Statement
The Neighborhood Node Intent Statement lays out the overall purpose of the neighborhood nodes. The revised intent statement reflects the historical past and current conditions, and better articulates the planned vision of the nodes.

Revised Neighborhood Node Language
The City reviewed each node in detail to revise their specific intent based on the revised node intent statement, historical past, current conditions, and future anticipated vision. Each node was revised based on this detailed review.

Language has been revised for the following nodes:
- B (Maple and Dequindre)
- C (John R. and Maple)
- D (Big Beaver and Dequindre)
- E (Wattles and Dequindre)
- F (John R and Wattles)
- I (Crooks and Wattles)
- J (Dequindre and Long Lake)
- K (John R and Long Lake)
- N (Dequindre and Square Lake)
- O (John R and Square Lake)
- P (Rochester and Square Lake)
- Q (Livernois and Square Lake)
- R (John R and South)
- T (Livernois and South)
- U (Crooks and South)

Based on detailed review, the City eliminated the following nodes:
- A (Dequindre and Maple)
- G (Rochester and Wattles)
- H (Livernois and Wattles)
- L (Rochester and Long Lake)
- M (Livernois and Long Lake)
- S (Rochester and South)

Concept Plans
To best visually portray the intended vision for the nodes, three (3) concept plans were included. These concept plans include elements of mixed use, architectural quality, transitions between intensity on roadways to adjacent single-family neighborhoods, infill development, and landscape buffers.

Future Land Use Plan
The Future Land Use Plan was updated to reflect changes in Neighborhood Nodes. In addition, the Future Land Use Plan for Big Beaver Road on the northside of Big Beaver Road between Crooks and Coolidge is amended to be consistent with the existing zoning and land use pattern of the surrounding area, and to provide an appropriate transition.

Introduction
The Master Plan introduction was strengthened to clearly articulate the relationship between Master Plan and Zoning Ordinance.

Eliminate Big Beaver Pedestrian Special Area Plan
This was made redundant with the construction of the I-75 Diverging Diamond Interchange and the adoption of the Downtown Development Area Landscape Plan.

Refresh Format and Layout
The Master Plan layout and format was updated including graphics and images. In addition, relevant data and demographics were updated based on the most current data.

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1 – Introduction

Fueled by necessity and inspired by a changing population, economy, and region, the City of Troy has determined that the preparation and periodic revision of the Troy Master Plan is critical to help the community cope with the realities of the 21st Century in Michigan. The Master Plan is the official policy guide for the resolution of community development issues, and is relied upon to illustrate the desires of the City with regard to future growth and development.

The City derives its authority for the preparation of a Master Plan from the Municipal Planning Act, P.A. 33 of 2008.

In 2008, the City of Troy adopted a new Master Plan. This document was the culmination of a comprehensive effort to rewrite the plan that was originally adopted in 1965. It represented a dramatic shift in land use policy. The 1965 plan was crafted to control the rapid growth that occurred from the 1960s through the 1990s. The 2008 Master Plan recognized Troy's place in a changing post-Recession world. Rather than control growth, the 2008 Master Plan identified opportunities and strategies for competing in the global economy.

The 2008 Master Plan was updated in 2015 with the inclusion of four (4) Special Area Plans: Rochester Road, Maple Road, North Troy and Big Beaver Road. The document otherwise remained essentially unchanged.

In 2020, the City again reviewed the Master Plan to determine if it was still relevant. This review was conducted during the COVID-19 Pandemic: one of the most impactful events of the 21st Century. The City found that many of the strategies that aided the recovery from the Great Recession – flexibility in use, encouraging mixed use, permitting residential density in appropriate locations – are the same strategies that should assist the City as it recovers from the effects of the Pandemic.

The 2008 Master Plan, as amended in 2015, remains relevant and needs little revision. However, specific goals and policies within this document have been revised to respond to the changes that have taken place in Troy. These changes in goals and policies are necessary to respond to new conditions and projected trends in order to continue to ensure that Troy is an attractive place to live and work. Community planning is the process which involves a willful effort to draw from a variety of sources to develop those new goals and policies. In addition, background data which serves as the foundation of the Plan has been updated.

What is this Master Plan's true function?

The Plan serves many functions and is to be used in a variety of ways including, but not limited to, the following:

- **Vision:** The Master Plan lays out the future vision of Troy, as well as a road map - with goals policies, strategies and actions - to achieve that vision.
- **Aid in daily decision-making:** The Master Plan guides the Planning Commission, City Council, and other City bodies in their deliberations. It provides a stable, long-term basis for decision making.
- **Statutory Basis:** The Master Plan provides the statutory basis upon which zoning decisions are made. The Michigan Planning Enabling Act (P.A. 33 of 2008, as amended) requires that the zoning ordinance be based upon a plan designed to promote the public health, safety, and general welfare.
- **Public/Private Coordination:** The Master Plan attempts to coordinate public improvements and private developments supported by the Capital Improvements Plan. For example, public investments such as road or sewer and water improvements should be located in areas identified in the Plan as resulting in the greatest benefit to the City and its residents.
- The Master Plan serves as an educational tool and gives citizens, property owners, developers, and adjacent communities a clear indication of the City's direction for the future.

The difference between the Master Plan & the Zoning Ordinance

Master Plan

- Is a long-term guiding policy document
- Applies 5-20 years into the future
- Has goals and objectives based on community input
- Includes analysis and recommendations on economy development, housing, transportation, infrastructure, land use, etc.
- Must be reviewed once every 5 years by State Law
- Is not intended or expected to serve as law

Zoning Ordinance

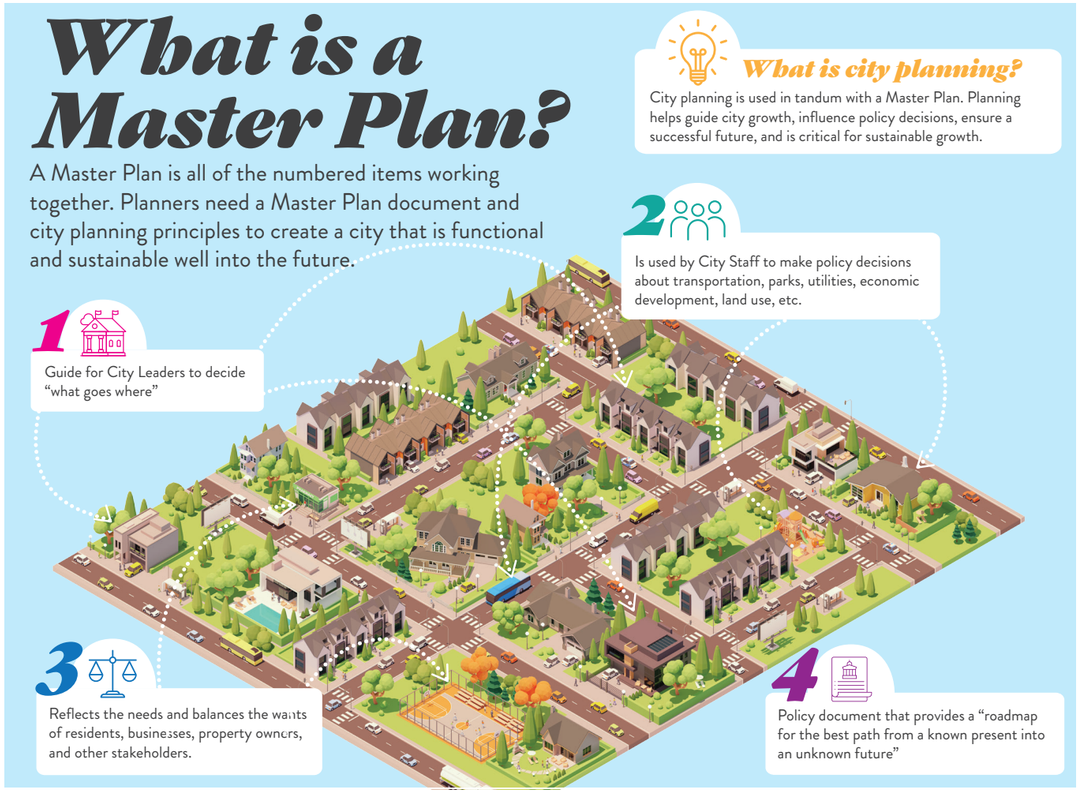
- Is the law
- Applies now
- Is subject to Federal and State law, and Federal and State case law
- Regulates land use, building size, form, placement, parcel area, width, depth, parking, landscaping, etc.
- Must be based on a Master Plan, per State Law
- Is used to implement the Master Plan

Future Land Use Map

- Is a visual guide for future planning
- Applies now and up to 20 years into the future
- Has future land use categories, which describe what may be considered if zoning changes
- Provides descriptions on types of uses that are appropriate in particular areas and details on desired density, height, design, landscaping, etc.
- Show possibilities, not guaranteed changes
- Changed as a Master Plan Update, which has extensive community input, a recommendation by the Planning Commission, and approval by the City Council.

Zoning Map

- Is the law
- Applies now
- Has zoning districts, which state what land uses, building types can be built now
- Mandates land use, building size, form, placement, parcel area, width, depth, etc. for each zoning district
- Must be followed for all new development
- Can only be changed by a Rezoning or Zoning Map Amendment process, a multi-step approval process that includes a public hearing and recommendation by the Planning Commission, and two readings before the City Council.



The Creation and Care of the Master Plan

The Planning Commission of the City of Troy is the primary agency responsible for the preparation of the Troy Master Plan. Supported by City staff, consultants, and public involvement, it is the role of the Planning Commission to develop and adopt this Plan and encourage its implementation.

In a large, complex community such as Troy, however, the Planning Commission must broaden its planning process to go beyond conventional land use planning and explore a variety of topic areas which play a role in the development, redevelopment, and well-being of the community. This Plan was designed from the ground up to relate to a broad range of topics and build momentum for the future of Troy.

Master Plan Leadership

The Master Plan is a document that should and must be embraced by as large a representation of the leadership of the City of Troy as possible. While ultimately the responsibility of the Planning Commission, the Master Plan must inspire consistent decision making throughout the community to live up to its potential. The Plan serves as a basis for the fundamental responsibilities of the Planning Commission, such as review of development proposals and maintenance of the Zoning Ordinance, but also serves a larger purpose to inspire informed, innovative community development. In that spirit, it is also the responsibility of the Planning Commission to advocate for the Master Plan outside of its own reach, to ensure that it is implemented community-wide.

Studies Related to the Master Plan

The concepts introduced in the Master Plan are drawn from many sources, including the previous Master Plan, other planning documents in the City, such as the Big Beaver Corridor Study, the goals of the City Council, and the Ten Tenets of Smart Growth, (see sidebar, next page) explored in depth during this Plan's development. The Big Beaver Corridor Study shall be considered an integrated component of this Master Plan, and is also adopted as part of the Master Plan adoption process.

The Plan was further inspired by the previous efforts of the Troy Futures Group; an organization of motivated "civic entrepreneurs" who collectively developed a document entitled "Vision 2020." Troy Futures consisted of over 150 volunteers who served on seven (7) separate task forces eager to work on important issues such as infrastructure, community image, lifestyles, learning, mobility, the role of Troy in the region, and economics. These areas of study, along with the Ten Tenets of Smart Growth, in part inspired the topic areas covered in this Master Plan.

The Ten Tenets of Smart Growth are those principles adopted by the Smart Growth Network to encourage the idea that growth can improve conditions. These Tenets are:

1. Create a range of housing opportunities and choices.
2. Create walkable communities.
3. Encourage community and stakeholder collaboration in development decisions.
4. Foster distinctive, attractive communities with a strong sense of place.
5. Make development decisions consistent, fair, and cost-effective.
6. Mix land uses.
7. Preserve open space, farmland, natural beauty, and critical environmental areas.
8. Provide a variety of transportation options.
9. Strengthen and direct development towards existing communities.
10. Take advantage of compact building design.

www.smartgrowth.org

Organization of the Plan

In order to bring together the wide variety of topic areas relating to community development beyond conventional land use planning, the Troy Master Plan represents a new generation of community planning document. The Plan is more strategic in nature and focuses on a series of subjects, such as transportation, urban design, or housing, and is designed to go beyond a simple basis for decision making. The Plan will also act as a vehicle for the development of new ideas in the City.

In many traditional community plans, the Master Plan is arranged around the process, and seeks to explain the steps taken to complete the Plan, rather than focus on the subject matter itself. While this conventional approach has worked in the past, it is far more useful to a smaller, less developed community for which land use allocation is still a primary concern. In a community such as Troy, where the City is nearly built out and in which the land use pattern is firmly established, new issues emerge. A more focused and strategic approach is necessary to fully appreciate the character, assets, and potential of the community.

In addition, many conventional master plans are simply impractical to use on a daily basis. A burdensome document with hundreds of pages of background data and exhaustive analysis is difficult to navigate. While this Plan is supported by similar research and analysis, such supporting elements are collected in an appendix and are distributed throughout the document within the topic areas where they are most appropriate. Therefore, when the reader is investigating a topic such as transportation, the salient research and data necessary to substantiate the policies for that topic are found in the most relevant Chapter.

The Plan is also designed to be used as a series of stand-alone documents, where an individual interested in a topic can rely upon the applicable Chapter of the Plan to learn where the City stands and where it desires to go.

In that spirit, the Plan has been arranged around the following topics:

Infrastructure: The Assets and Care of the City

In order to implement most of the measures that will ultimately be recommended by the Master Plan, upgrading and maintaining civil infrastructure must be considered. In that regard, this Chapter will contain the Master Plan's discussion of sewer, water, and stormwater infrastructure. It will describe some of the key needs or opportunities with regard to these utilities and discuss the City's ability to maintain them, while describing and recommending alternative methods of meeting the needs of the City.

Green City: Responsibility to Natural & Energy Resources

This Chapter will provide the City with a forum for establishing itself as a regional and national leader in the responsible treatment of natural resources and energy. The concept of sustainability will appear throughout the Chapter in many areas, from stormwater management to green building technology, to the preservation of natural features.

Specific techniques to preserve the quality of existing natural spaces and features related to development and redevelopment will be discussed. Formal programs such as Low Impact Development (LID) for watershed protection and Leadership in Energy and Environmental Design (LEED) for architecture and site design will be included.

Potential next steps beyond Master Planning will be outlined to provide additional guidance to the City in an effort to allow for the continued growth of green elements in the City while allowing for a balance of new construction and reconstruction.

People: Planning a Community for All Ages & Stages

This Chapter will analyze the changing nature of Troy's population and compare local trends to regional and national trends. Topics such as household size and age will be used to make recommendations to improve the utility of the City's housing stock to meet the changing demand for housing types of many varieties. The concepts of affordability and housing an aging population will be covered in detail.

Land Patterns: City Design & Image

The goals and objectives established in the previous Chapters of this Plan will be translated into land use policy within this Chapter. The Future Land Use Map will formalize the input, research, and conclusions of the Plan by establishing clear land use policy. While it is intended to be a fluid document, the Future Land Use Map establishes a continuous basis for land use decision-making through changes in the makeup of elected and appointed boards, and therefore encourages the implementation of the long-term goals and objectives adopted within the Master Plan.

This Chapter will also expand on the Future Land Use Map and discuss visual and design characteristics in the City of Troy. The physical differences which affect the daily function and success of developed areas, especially corridors, will be pointed out in order to more accurately focus on those areas which could benefit from change.

The Chapter will promote smart growth principles related to compact, mixed-use development, and will describe the benefits to Troy in this regard. This Chapter will center on a series of sub-area plans and will highlight the importance and utility of form-based codes.

Special Area Plans

As part of the 2015 Master Plan update, the City undertook a special area study of four (4) areas of the city: Rochester Road, Maple Road, North Troy, and Big Beaver.

While the future land use plan ensures compatible and coordinated growth throughout Troy, key areas of the City will undergo significant change. In those areas where substantial development and redevelopment activity is likely, special area plans provide an illustrative framework to guide development in a way that fosters a sense of place and establishes community identity in key locations.

The plans provide schematic representations of potential development areas at a variety of scales and levels of detail, and may include illustrative configurations for new streets, buildings, parking, open space, and circulation as may be appropriate to the area. They are accompanied by descriptive text that explains existing site characteristics, planning challenges, design considerations, and planning goals for each area.

How Will the Plan Be Used?

Day-To-Day

On a daily basis, the City staff will refer to the Master Plan when conducting the regular business of the City. Whether discussing development options with a potential developer, working on drafting new Zoning Ordinance amendments, or making recommendations to the Planning Commission or City Council, the Master Plan will inform and guide the policies of the City's professionals. In addition, the Plan will serve as a reference for neighborhood groups, the local investment community, and for non-profit community development organizations.

Month-To-Month

On a weekly or monthly basis, the elected and appointed officials of the City will refer to the Master Plan when making decisions about land use development proposals, and in the setting of City policies relating to community development. The improvement of infrastructure, development of regulations and ordinances, and budgeting of the City will all be influenced by the goals and policies established by this Master Plan.

Year-To-Year

It is critical that the Master Plan be annually evaluated to ensure that it still represents the policy direction of the City. The City should audit its effort on a regular basis to reflect on the Plan and recognize the accomplishments it has made towards the execution of the goals and policies of the Plan. Revisions and updates to the Plan should be considered annually to make sure the Plan continues to enjoy widespread support.

Community Participation

The development of a community's Master Plan must involve not only elected and appointed officials within that community, but also leaders within the community at large. The community participation measures taken throughout the process are essential in establishing public support for the policies within the document, and to ensure that the plan is indicative of the preferences of as broad a representation of the population as possible.

Therefore, during the planning process, the importance of "civic entrepreneurship," such as that displayed by the Troy Vision 2020 group, becomes significant. These and other community leaders have brought their considerable knowledge and experience to the table to ask difficult questions about the future of the City, and to do their part to help the City evolve. The Planning Commission has called on groups such as Troy Vision 2020 to participate in the planning process, as well as other boards, commissions, and agencies throughout City government and beyond.

Civic Entrpreneurs

The phrase "Civic Entrepreneur" was coined in 1997 in the book "Grassroots Leaders for a New Economy—How Civic Entrepreneurs are Building Prosperous Communities" by Collaborative Economics. The main theme of civic entrepreneurship as stated by the authors is that an individual of influence, be it social, economic, political, or some combination of these, chooses to volunteer their time and attention for a greater good at a large scale. Often associated with regional initiatives, civic entrepreneurs are known to use their connections and resources to lead opinions and bring visibility to large-scale initiatives.

Collaborative Economics state that civic entrepreneurs "...have the personality traits commonly associated with entrepreneurial business leaders. They are risk takers. They are not afraid of failure. They possess courage born of strong conviction. They are people of vision. They are passionate and energetic. They bring out the best in people and know how to encourage them along."

Workshop

An extensive public engagement program was conducted in conjunction with the Master Plan adopted in 2008. A Master Plan workshop which involved a selected participant list of over 150 invitees initiated the public engagement process. Those invited to participate on the workshop process represented a wide cross section of Troy's population, and included residents, business owners, City officials, volunteers, and other participants.

In this workshop, the participants were engaged to employ the "Smart Growth Readiness Assessment Tool," (SGRAT) a new program designed by the Michigan Land Policy Institute at Michigan State University. The tool is designed to help communities learn how to incorporate "Smart Growth" principles into their land use management practices. "Smart Growth" is a term conceived in 1996, when the Environmental Protection Agency led a group of organizations to form the Smart Growth Network. The Smart Growth Network is a group dedicated to creating new land development practices which "...boost the economy, protect the environment, and enhance community vitality," as stated by the Smart Growth Network.

A comprehensive document including the results of the June 21, 2007 workshop and an analysis of the findings uncovered by the SGRAT can be found in an appendix to this Plan.

The five common traits of civic entrepreneurs according to the authors of "Grassroots Leaders for a New Economy" are that they:

1. See opportunity in the new economy
2. Possess an entrepreneurial personality
3. Provide collaborative leadership
4. Are motivated by broad, enlightened, long-term interests
5. Work in teams, playing complementary roles

(Information from "Grassroots Leaders for a New Economy— How Civic Entrepreneurs are Building Prosperous Communities" Collaborative Economics, 1997 and "The civic entrepreneur— a new leadership model is taking root, but not here" Charleston Regional Business Journal 07/30/2001, http://www. charlestonbusiness.com/pub/4_16/news/1875-1.html)

2015 Master Plan Public Engagement

For the 2015 revision of the Master Plan, public engagement was equally extensive but more targeted to specific subject matter. The following summarizes the content of each workshop:

Real Estate Forum

The City of Troy hosted a Real Estate Forum on Tuesday, April 29, 2014 at the Troy Community Center. Over 60 community leaders, business owners, real estate developers, and interested citizens participated in a productive dialogue regarding the future direction of key economic areas of the city, specifically Maple Road, Big Beaver, North Troy, and Rochester Road. Participants were presented with target area snapshots and were asked to identify and describe the assets and challenges of these four areas. Participants also offered strategies for reinforcing assets, re-envisioning challenges, and ultimately attracting new development that is right for the corridor and the community. Participants emphasized the need for collaboration between city departments and community stakeholders, as well as a coordinated vision that is responsive to market demands and focused on quality of life. By building on the unique strengths of each area, activating established nodes and reinforcing new development with pedestrian amenities, transit connections, and a desirable mix of uses those sites that were once viewed as challenges will appear as opportunities for reinvestment.

Key takeways from Real Estate Forum:
- Density is key
- Plan should be market driven and forward thinking
- Transportation and pedestrian improvements are important
- Zoning should align with the Master Plan and offer flexibility to encourage the right development at the right time
- North/South corridors provide important connections between the target areas and adjacent communities
- Residential development should attract and accommodate different ages, lifestyles, and income levels
- New developments should be connected
- Strategic, tactical, and creative placemaking strategies can activate node

High School Forum

In order to gain input from the future leaders, a session was held with twenty high school students (ten each from Troy and Athens High Schools). The students were intended to serve as a cross-section of the high school population.

Attendants were asked to use one word to describe Troy today and one word to describe Troy in 10 years:

Troy Today	Troy in 10 Years
Versatile	Fun
Peaceful	Advanced
Family-oriented	Utopia
Upscale	Safer
Quiet	Educated
Potential	Expanded
Diverse	More Diverse
Well-rounded	Innovative
Residential	Modern
Safe	Creative
Fun	Changing
Busy	Less-Congested
Close	Professional
Engaging	Busy
Boring	Beautiful
Suburbia	Affordable
Opportunity	Home-owner oriented

The students were then asked a series of questions about Troy including what they like best about living in Troy, what they like least, their desire to move back to Troy after school, and Troy's most pressing needs. The full results are located in the appendix. The students enjoy the quality of schools; however, most students noted that they do not plan on moving back to Troy in the future. If they did move back to Troy, it would be because of family and the quality of the schools. They note that Troy is missing entertainment options, and "cool" housing options, and does not provide walkable or bike-able places. Most students desire to live in a big city after college graduation.

Neighborhood Association Forum

City of Troy hosted a neighborhood forum with Presidents and representatives from the various neighborhood associations. All geographic residential portions of the city were represented.

We started the discussion with asking those in attendance one word to describe Troy today and one word to describe Troy in 10 years:

Troy Today	Troy in 10 Years
Suburban	Advanced
Future	Economic Leader
Random	Attractive
Evolving	Progressive
Bedroom-community	Education
Attractive	Birmingham; More Parking
Youth	Envied
Opportunity	Futuristic
Diverse	The standard
Accommodating	Smart
Modern	Advanced

Participants were asked a series of 15 questions. The full results are located in the appendix. The questions focused on neighborhood issues affecting their neighborhoods including property upkeep and maintenance, transportation improvements, land use transitions and buffers, desired community amenities, and need for housing options.

There were two big takeaways from the neighborhood forum discussion. The first takeaway was that residents like living in Troy and cited a number of reasons including high quality of the public schools, entertainment options, safety, and housing stability. Maintaining a quality school district was cited as of critical importance, especially for neighborhood and property value stabilization. The second major takeaway was the biggest issue facing Troy is a lack of services within walking distance and lack of non-automobile transportation options.

Boomer & Shaker Forum

The City of Troy hosted a Boomer and Shaker Forum on Monday, August 17, 2015 at the Troy Community Center. The purpose of the forum was to meet with Troy residents to identify issues and determine strategies to ensure Troy assists its aging population and creates an aging friendly place. The intent was to focus on issues facing Troy's baby boomer and senior population but also address issues that cross-generational lines:

- Housing
- Transportation
- Placemaking
- Walkability
- Safety and Security
- Health Services
- Recreation and Cultural Activities

Over 80 community residents participated in a productive input session to make Troy an aging friendly location.

Most of the participating residents are likely to remain living in Troy as they age. Many noted the high quality of life living in the city. For those that identified that they are likely to leave Troy, the most listed reason was a lack of housing option and a lack of transportation options. Underserved senior housing options and a need for increased public and dedicated senior transportation options was a common discussion point of the Forum.

The first major takeaway was there is an identified underserved housing type of senior-friendly housing such as smaller, single-family homes, condominiums, or apartments with first floor master bedrooms. Housing affordability was listed as a significant housing limitation. Many remarked that they are on a fixed income and cannot afford a $400,000 house/condo. They noted that affordable, smaller housing options are difficult to find in Troy and the city should push development of those types.

The second major takeaway was the need for improved transportation options, particularly serving seniors. Most attendees noted that because they are able to drive, they are able to obtain their daily needs (health services, retail goods, social, recreational, and cultural). However, they are unsure if they will be able to do so once they are unable to drive.

To improve transportation options, the City should work with SMART to increase bus hours and locations. While RIDE, a transportation service for Troy disabled residents and those age 60 years and older, provides a valuable service, the hours are limited and should be expanded. Medi-go should be complimented with a dedicated transportation system or on-call shuttle service for seniors for daily needs in addition to just medical appointments, like grocery shopping, recreation activities, etc. Lastly, the City should focus on improving the sidewalk system and street crossing at major thoroughfares, and build trails. The results from the community engagement were used to establish the vision, priorities, and policies as set forth in the plan.

2022 Master Plan Public Engagement

For the current revision of the Master Plan, public engagement was equally extensive but more targeted with a focus on updating vision and policy of Neighborhood Nodes.

Survey

An online and paper survey was created to seek resident and stakeholder input. The survey was advertised in emails, social media posts, on the City website, as well as a flyer posted at public locations such as the library, city hall, and community center.

The survey sought input on identified important city topics including the future of neighborhoods, parks and green space, housing options, and overall quality of life.

Over 1,650 people, responded to the survey conducted in the spring of 2021. Survey results are in the appendix and referred to throughout the Master Plan.

Top MP priorities

1 - Need for additional parks and open space (overwhelmingly)
2 - Desire to protect existing neighborhoods
3 - Desire to protect natural environment

Survey Flyer >

Neighborhood Nodes Walk & Talk

In October and November, Troy held a series of six (6) walking tours of selected neighborhood nodes. The walking tours were open to all residents and stakeholders. The purpose was to visually survey the nodes, collect stakeholder input about existing development, and discern a vision for the neighborhood nodes in general.

Major Overall Takeaways

- Each node needs a unique approach. One size does not fit all.
- Where appropriate, limit specific uses, specifically townhomes, that are inconsistent with the surrounding housing type.
- Design matters, especially in terms of size of yards, height, building materials, and landscaping.
- Onsite mixed use in nodes is appropriate and desired.
- The zoning should allow or incentivize uses that serve the local neighborhood.
- Building placement at roadway and parking behind creates a better built environment, but a greater buffer between roadway to building should be provided. Multiple participants expressed safety concerns about parking in the rear yards only, but felt comfortable with parking in side yards.
- Landscaping can soften the built environment.
- One-story is appropriate; however no more than two stories even at the corner.
- As much buffering and landscape as possible should be preserved and/or required.

Images from Nodes Walk & Tour

Steering Committee

The Master Plan Node Steering Committee, which consisted of four (4) members of the Planning Commission, met three (3) times to discuss revisions to the Master Plan vision of the neighborhood nodes. The Steering Committee went through each node individually to discuss specific strategies.

- First Meeting: Revised node intent statement and an individual review of Nodes A-I.
- Second meeting: Draft revised node intent statement language and an individual review of Nodes J-U.
- Third meeting: Final revisions and review of the Dequindre and Long Lake concept plan.

The Steering Committee drafted a revised node intent statement, revised language for each node, and provided direction on concept plans.

Planning Commission

Four members serving on the Steering Committee and all members of the Planning Commission played an active role it the vision, strategy, and drafting of the 2022 Master Plan amendment. In addition to holding a public hearing and attending various public engagement sessions, the Planning Commission discussed, reviewed, and provided insight into the Master Plan at eight (8) separate meetings. On _____, 2023, the Planning Commission held a public hearing and recommended unanimously to the City Council to adopt the 2022 amendment to the Master Plan.

City Council

The City Council has been actively engaged in the planning process. On March 12, the City Council toured three (3) neighborhood nodes to consider previous Planning Commission and resident input and make their own recommendations. This input was utilized to formulate the Neighborhood Node strategies. On _____2023, the City Council by Resolution, adopted the 2022 Master Plan update.

2 – Troy's Context: From Local to Global

Troy is a Leader in Michigan.

Home to a large number of international corporations, and about 6,000 individual businesses, the City of Troy has a workforce of over 129,000 and a daytime population of over 170,000. Given the scale of these estimates, it is clear that Troy possesses a business culture rivaling any major city in the Midwest. Building on this success, the City has seized upon the opportunity to establish itself as the international gateway to Southeast Michigan for the global business community.

The national manufacturing economy is becoming a "Knowledge Economy." The Knowledge Economy, which will be explored in subsequent Chapters, is essentially a new competitive environment empowered by the availability of information from new sources. This Master Plan includes many topics which relate directly to managing change in Troy to capitalize on this fundamental shift. Troy has a head start in this regard, given its substantial office presence, and its lesser dependence on conventional manufacturing land uses, when compared with other local communities.

Knowledge Economy businesses depend on global communication and 21st century technology to reach out to markets around the world. The emergence of such businesses demands a new set of assets for a City to attract the best new companies and workforce. Knowledge-based businesses, for instance, rely on telecommuting and home-based businesses more than ever before. Businesses that conduct much of their business over the internet may have specific building and use needs, which could benefit Troy in that it has a great deal of available light industrial and office complex property.

The integration of communities like Troy into these worldwide markets also creates opportunities for them to expand their horizons and introduce themselves to new, expanding, or relocating businesses that may never have been aware of them otherwise. **Competing for these businesses and the workforce necessary to support them will be a major focus of this Master Plan.**

A Global Market

Troy has adopted a strategy to position itself globally, in terms of international business connections and with regard to marketing its assets to attract worldwide investment. Southeast Michigan is a region founded on innovation in industry. Troy is a community within that region with unique attributes which will empower it to serve as a gateway in the 21st century between this important region and the rest of the world.

City of Troy Facts

Population (Census 2020) - **87,294**
Retail Space - **7,000,000 sq. ft.**
Office Space - **21,000,000 sq. ft.**
Industrial Space - **16,000,000 sq. ft.**
Businesses - **6,000**
Employment - **125,000**
Number of Households - **34,488**
Median Housing Value - **$335,000**
Median Household Income - **$107,550**

source: U.S. Census Bureau, www.troymi.gov

The International Population

Troy has embraced international populations and now benefits from a great deal of diversity. Troy has a much higher percentage of foreign-born residents than any community in the area, over 38 percent, or almost three times that of the Oakland County average. Troy's foreign-born population is overwhelmingly southeast Asian, which provides a unique opportunity to link Troy with the fast-growing markets of Asia. The Troy Vision 2020 Wealth Creation Task Force specifically mentioned Troy's Asian population as an asset for worldwide outreach.

By engaging the international population of Troy more actively and collaborating with people from around the world, Troy will benefit from broad points of view and an international perspective.

Empowering International Investors

This City plays a central role in the establishment of a new business or the redevelopment of an old business. Approvals and permitting for new facility construction, provision of City services, taxing policies, and other elements of City governance are taken into account when a business investigates potential locations or markets. These complex elements become even more intimidating for international businesses, who may be facing hurdles with regard to language or understanding of Federal, State, or local laws and regulations.

With this in mind, the City has formed a strong partnership with Automation Alley, home of the International Business Center.

Troy in the Regional Economy

The use of effective communication is a key ingredient of building and nurturing partnerships or celebrating social, economic, and physical diversity. Communication must include all forms of transmission and media. The importance of regional collaboration, a sentiment echoed by Troy Vision 2020 stresses that Troy is part of a greater region. The Regionalism Task Force for Troy Vision 2020 dealt exclusively with developing visions for all of Southeast Michigan, with the goal of contributing to a region with a cooperative spirit, willing to coordinate and consolidate services, and to improve relationships pertaining to water and sewer regional service.

Cities cannot thrive alone. Systems and relationships are needed between the public, private, and non-profit environments. Coordination and consolidation efforts between public entities are also critical as resources become more expensive and services more difficult to sustain. Partnerships between the City and these other agencies, as well as partnerships that are regional in scope, have a place for the City of Troy. Through communication and partnering, the City can take an active part in making all of Southeast Michigan a better place to live and work.

Troy will continue to take the lead within Oakland County and Southeast Michigan to arrange networking functions, lead regional discussions, host events and functions, and take responsibility for managing projects relating to regional cooperation.

The City of Troy can advocate for common goals in the region by sharing its findings, plans, and studies with other communities. The City can be a model community, and develop consensus on important issues like the environment and transportation.

Leadership

Becoming a regional leader in the areas of transit, environmental concerns, and civic infrastructure is an important theme of the Master Plan. While the City does have an opportunity to advocate for regional cooperation, it must also establish firm precedents that will gain it increased credibility in the region to position itself as a leader and authority.

In order to provide the most successful example of a community thriving in the 21st Century economy, Troy must think strategically about focused areas which represent community values and which will differentiate Troy amongst its peers. If Troy is to provide leadership to other Southeast Michigan communities to establish firm partnerships geared toward regional improvement, it must select focused areas that serve the dual purpose of inspiring other communities, and in which Troy can be competitive. The City must find niche markets which build upon its strengths in order to lead the Midwest and the nation. Two areas where the City of Troy can excel, and which are important throughout the region, are preservation of the natural environment and enhanced transportation.

Transportation

Troy is a complex place that contains diverse neighborhoods, business districts, industrial and educational campuses, and a wide variety of roads, from freeways to neighborhood streets. These ingredients are in place and complement one another to make up the City of Troy. To sustain the positive relationship between land uses and street characters, linking and connecting the City through multiple methods is critical. Linking the City to other communities and to the greater region is just as important.

Advocating for enhanced regional transportation is an important step in Troy's goal to become a regional leader. The development of the Troy Transit Center in 2014 brought Troy to the forefront of Southeast Michigan in providing an example of coordinated planning for new transportation options in Michigan.

Mobility, which is presented in a comprehensive Chapter later in this Master Plan, will be a crucial area for the City moving forward with regional cooperation and enhancement. Connecting the employment centers of Troy with a wide variety of housing markets in the area, including those in other nearby communities, and regional shopping, entertainment, and educational facilities is an important strategy for bringing Southeast Michigan together. Shared access to a successful multi-modal transportation framework will be a major step in providing access between communities for all residents, to allow people to experience other regional communities in new ways.

Regional Collaboration

The City of Troy, in collaboration with public and private-sector partners, is focused on helping businesses grow. The City of Troy has formed a strong alliance with key stakeholders including Automation Alley, Walsh College, Troy Chamber of Commerce, Oakland County's Economic Development Office, and the Michigan Economic Development Corporation to provide targeted business assistance. Troy's economic development staff assists local companies by identifying specific business needs and providing the information, infrastructure, and connectivity necessary to address those needs. By leveraging Troy's unique community assets, partnerships, and available tools to promote business growth, the City is creating an environment for investment.

One of the key regional assets that the City makes use of is Automation Alley. There is no better example of regional collaboration than Automation Alley with the bulk of its members located in Oakland, Macomb, Wayne, and Washtenaw Counties and membership growing in Livingston, Genesee, Ingham, and St. Clair Counties.

Sustainable Development

An area where the City can accomplish a variety of objectives is the adoption of a strong philosophy toward sustainable development. Continuing to incorporate sustainable development standards into City policies will encourage environmentally, socially, and economically responsible development and enhance the preservation of the City and regional assets. This philosophy will also demonstrate to the greater Southeast Michigan Community that Troy is leading the effort to promote sustainability.

This important topic is being addressed in many Michigan communities, providing Troy with another opportunity to promote regional cooperation.

Another positive benefit from a City-wide philosophy encouraging sustainable development would be the creation of a new global reputation for environmental stewardship, under which the City could market itself to eco-conscious businesses throughout the world. The Master Plan will describe many techniques for enhancing the City's natural features in Chapter 7.

By demonstrating and marketing the City's commitment to sustainability, and specifically eco-friendliness, a new niche to attract green energy and other environmentally concerned businesses would emerge. Troy can become the model of an environmentally friendly community envisioned by the Image and Feel Task Force of Vision 2020, while enhancing its attraction to the Creative Class and welcoming Knowledge Economy businesses operating with a renewed interest in environmental protection.

Troy Transit Center

Located on a three-acre parcel of land behind the Midtown Square at Coolidge Highway and Maple Road in Troy, the Troy Transit Center serves as a central hub for train, taxi, rental car, or bus service. Opened in 2014, the project replaced the train in Birmingham with the new facility, located in the City of Troy.

www.michigan.gov/mdot

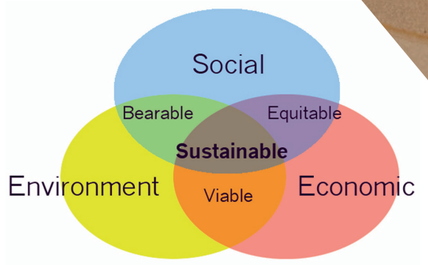


FIGURE 2.3: Sustainable Development
Graphic by Carlisle/Wortman, Content from Johann Dréo

"Sustainable development is development that meets the needs of the present without compromising the ability of future generations to meet their own needs." Sustainable development essentially means improving quality of life without increasing the use of natural resources to the point of exhaustion or compromising economic or social well-being.

Sustainability covers many areas, including the environment, economics, and social responsibility. In terms of the Master Plan, sustainable development may be the most important concept to be familiar with. Environmentally friendly building design and a reduced dependence on the automobile, for instance, are elements that contribute to a philosophy of sustainable development. A simple, common definition for sustainable development was originally presented in the report "Our Common Future."

Information from http://www.epa.gov/sustainability/, World Commission on Environment and Development (WCED). Our common future. Oxford: Oxford University Press, 1987 p. 43 and http://www.sdgateway.net/introsd/definitions.htm

3 – A Place to Learn & Play: The Quality of Life in Troy

Quality of life is what makes a community thrive. Elements like schools, parks, and cultural amenities contribute to the quality of life, but must be complemented by innovative development and supporting infrastructure. A dedication to learning, healthy citizens, and strong institutions will help create a community which attracts a workforce of educated and talented members of young generations. Excellence in these areas will enhance Troy beyond expectations, and therefore this Chapter provides a foundation for all other areas of this Master Plan.

People have a choice of where to live, and every community has its own unique elements to attract residents. What makes Troy a special community where people aspire to live and work? Troy Vision 2020 explored this issue in depth. Beyond strong employment, attractive and affordable housing, and efficient access to goods and services, people seek communities with the amenities that will enhance their lives.

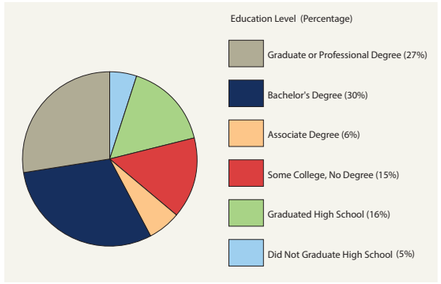


FIGURE 3:1 EDUCATIONAL ACHIEVEMENT OF RESIDENTS OVER 25 YEARS OF AGE
U.S. Census

Troy has invested greatly in its parks and cultural amenities and must continue to do so to grow as a community and differentiate itself from other Southeast Michigan communities. Troy must embrace innovative development styles which capitalize on economic and social diversity, and cultural, educational, and recreational amenities. In that spirit, this Chapter will focus on the enhancement of quality of life issues to secure Troy's status as a global city.

A Philosophy of Learning

A critical theme to emerge from the Troy Vision 2020 was the concept of "Lifetime Learning." In order to become a competitive community in the Knowledge Economy and a community renowned for its attention to the enhancement of its citizens' changing educational needs, the City must adopt a new philosophy. This philosophy includes, but goes beyond, conventional formal education and introduces the idea that all aspects of community life must consider and promote the continued enhancement of Troy's citizens. The way in which learning is regarded in the City of Troy will continue to support and impact the future enrichment of the community in this area.

As indicated in the results of the 2020 American Community Survey, over eighty-three percent of Troy's residents have some college education. Sixty-three percent of residents have bachelors and graduate/ professional degrees. Only 4 percent of residents did not graduate high school.

The Troy Vision 2020 Lifetime Learning Task Force developed ideas to ensure that "Troy will be globally recognized as a community that provides its citizens with the opportunity to achieve social enrichment and personal growth via lifetime learning." The Troy Vision 2020 Report indicates that the Lifetime Learning Task Force was asked to examine "access to personal, professional, and organizational intellectual stimulus and growth" within the Troy community. The Executive Summary from this Chapter of the Report states that the Task Force created a vision statement and goals for learning in Troy:

"Our vision is for Troy to be globally recognized as a community that places a high value on lifetime learning for its citizens. A collective community effort is required for this effort to be successful. The vision can be achieved by taking action on five broad goals:"

1. Coordinate the efforts of our learning institutions: establish a new City of Troy committee focused on lifetime learning, with the responsibility for strategic coordination of Troy's learning resources. This will strengthen the connection between the needs of the community and Troy's lifetime learning assets.

2. Improve communication about the learning opportunities that are available in the Troy community: establish and maintain a "Learning Clearinghouse" and make it the primary resource for information about lifetime learning resources within the Troy community. This will increase the awareness of lifetime learning opportunities, establish a focal point for this information, and make efficient use of the resources of the Troy Public Library.

3. Utilize the expertise and knowledge of Troy citizens: maintain and expand programs (ex. Sights & Sounds, APT to Succeed) that encourage the shared personal knowledge and discourse among different cultural, professional, public, and private organizations. This benefit will strengthen the sense of community in Troy.

4. Invest in world-class lifetime learning services and facilities: build a bigger and better library. Now. The Troy Public Library is extremely popular and far too small. Additional parking and program space are desperately needed.

5. Provide opportunity, encouragement, and recognition for the highest levels of academic achievement: actively pursue regional and national academic competitions (ex. Math Olympiad) and host them in Troy. Publicly celebrate academic achievement more often than once a year. This will enhance Troy's reputation as a center of high-quality K-16 education.

These formal goals must be supported by other measures which enhance Troy's culture of learning. To attract the Creative Class, Troy must continue to evolve into a regional leader for innovation. Troy Vision 2020 accurately observes that Southeast Michigan has historically been an "incubator" for innovative ideas, within the industrial sector especially. Troy has an opportunity to rekindle this reputation.

The development of formal City programs and facilities, like the "Learning Clearinghouse" introduced by Troy Vision 2020, and the further improvement or replacement of the Troy Library represent active steps the City can take to establish a basis for lifetime learning. Continuing education, higher education, job training, career counseling, and a renewed cooperation with local public and private schools, colleges and universities are measures Troy should take to build momentum for a culture of learning.

The enhancement of educational opportunities throughout all phases of community life will allow people from a wider variety of economic and age groups to enjoy a quality of life

High Quality Schools

The Troy School District operates an Early Childhood Center, twelve elementary schools, four middle, and three high schools within the City. In addition to the schools, the Troy School District has other properties in the City, including the Troy Continuing Education Building, the Administration Building, bus garage, and several vacant properties. The Troy School District encompasses most of the City, but small segments along its perimeter are served by six other school districts. Three of these school districts, Birmingham School District, Warren Consolidated Schools, and Avondale Schools, have elementary schools in Troy.

already enjoyed by the most educated residents of Troy. Increased job opportunities and better income, as well as a more visible and meaningful role in community life can in this way be made available to anyone in the City. Complemented by the strong reputation of Troy schools, the regional image of Troy as a community dedicated to lifelong enhancement and engagement will continue to grow.

The Integral Role of Educational & Cultural Institutions

Schools, parks, vibrant downtowns, natural features, and many other land uses which factor into a community's quality of life consequently play a large role in the physical development of the community. The location of schools, for instance, has a profound effect on residential housing values. In fact, central civic uses like schools have always driven the success of whole communities, especially colleges and universities, which can greatly influence community development.

School Location

With this in mind, the City must closely monitor the demographics to prepare for the changing nature of schools. Given that schools, from elementary through college, are such a critical component of how cities develop, the continued presence of existing facilities and the placement of future facilities must be anticipated by the City through close communication with local public and private school leaders, and university and college officials.

This Master Plan can suggest physical planning and land use policies which support and improve the educational framework in the City by enhancing access and vitality of those areas where educational centers are located. Given the correlation between a good neighborhood school and its effect on nearby property values, the City must ensure that these institutions remain relevant and successful.

In order to secure continued enrollment in neighborhood schools, the City must permit residential densities within their districts which support and are compatible with their student capacity. Furthermore, the City can integrate safe, walkable school access into new mixed-use development in instances where such development is nearby existing or proposed neighborhood schools. As the demand for new or different schools arises, the City must partner with local school leaders to encourage the establishment of schools within mixed-use areas, rather than automobile-dependent locations, to promote interaction between classrooms and the greater community.

A City of Villages

Troy does not have a conventional "city center" or downtown. The vibrant core of many successful communities known for their ability to attract the creative class is often cited as a primary determinant of that community's image. Respondents to the Master Plan survey felt strongly that while Troy may not be able to have a single focused center, it must create activity nodes throughout the City, capitalizing on the diversity of Troy for shopping and entertainment experiences.

This type of response was preceded by Troy Vision 2020, which introduced the concept of "Villaging" in Troy. The idea of "Villaging" could be described as a means of staging complementary development in a focused manner intended to create vibrant "nodes" of activity which have an identifiable character. Similar to smaller towns, these areas would be compact, would have a clear edge, would generally be supported by a common theme, and would incorporate dense, mixed-use development. Such "Villages" should incorporate common community elements, be designed to encourage active living, and should have uses which support a successful business foundation.

The Big Beaver Corridor Study supports the concept of focused development areas. The area described by the Study as the "Troy City Center" is intended to be the "ultimate people place," an area which would build off of its most successful commercial and office tenants, such as Somerset Collection, to foster a mixed-use, vibrant area with significant year-round activity. The Study aspires for the Troy City Center to become the "heart" of Troy, where urban residents can live, work and play in a single area. The predominant building uses prescribed by the Study in the City Center are large mixed-use buildings with retail at grade and office and residential uses on upper floors.

Cultural Spaces

The Big Beaver Study also includes an area labeled "The Promenade" designed for restaurants and entertainment uses in close proximity to hotels and business meeting places. The Promenade would also serve as a large local draw, and could include a gathering public space for enjoyment for residents, visitors, workers, etc. Within Troy's focus areas, the City has an opportunity to leverage physical development to casually introduce cultural life to the City.

Safe Routes to School

Michigan's Safe Routes to School program is managed by the Michigan Department of Transportation (MDOT), with support from the Governor's Council on Physical Fitness, Health and Sports. A State coalition and steering committee provide leadership for all aspects of the program. The Federal Safe Routes to School program was created by Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), (P.L. 109-59) of August 10, 2005 (www.saferoutesmichigan.org) The purposes of the Safe Routes to School program are:

- To enable and encourage children, including those with disabilities, to walk and bicycle to school;
- To make bicycling and walking to school a safer and more appealing transportation alternative, thereby encouraging a healthy and active lifestyle from an early age;

For the period from 2005 to 2009, at total of 612 million dollars has been set aside for this program across the United States. In this period, Michigan will receive a total over five years of 19.26 million dollars, based on its share of national enrollment in grades K-8.

How can a City “casually” introduce cultural life? What should a Master Plan, a document focused on land use and physical planning, have to do with cultural life? While it may not be the direction of this document to introduce techniques for programming cultural activities, it can establish a direction for the provision of space for such activities to occur, either formally or informally. A city must have central, unprogrammed open spaces in close proximity to its homes and businesses to encourage a flourishing cultural atmosphere.

While many communities are home to traditional brick-and-mortar cultural facilities, such as theaters and art museums, those communities renowned for cultural atmosphere are so recognized for the things that take place in public spaces. Art in the park, street performers, summer theater programs, and many other forms of cultural expression are common in cities that allow for such activity by providing central, unprogrammed open space. Thousands of European cities have supported central parks or small unprogrammed open spaces for centuries.

The introduction of small, intimate public open spaces in select areas could be a positive step in encouraging a thriving cultural atmosphere in Troy. Those efforts outside of the Master Plan, such as the introduction of formal cultural facilities, are critical for the enhancement of Troy, but they must not be left to stand alone if Troy wishes to achieve the regional reputation expressed by Troy Vision 2020. To be successful, these spaces must have some of these traits:

- Little or no programming; that is, the space cannot be dominated by formal gardens or active recreation, such as baseball fields.
- The space must be located directly adjacent to vibrant, mixed-use development with both residential and commercial concerns nearby, to draw people throughout the day.
- The spaces must be walkable and accessible for pedestrians.
- The space must be located in a central area. Large unprogrammed spaces are located in many European cities at the intersection of major roads. In a community like Troy, they could be best located very near a major corridor, such as Big Beaver, but surrounded by a mixed-use development.
- The space should be intimate, that is, surrounded on several sides by buildings, to provide a feeling of enclosure and protection from the elements.

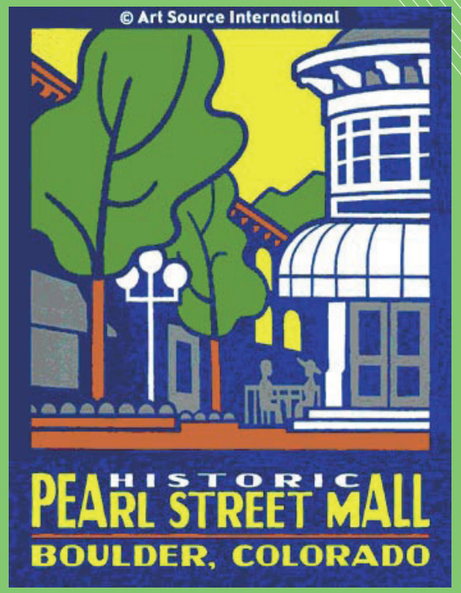
The creation of common areas for social interaction is a theme that threads throughout the Big Beaver Corridor Study. Along Big Beaver, the Study described potential “Experiential Moments,” like a walk along the boulevard, interaction within a large public plaza enhanced by public art, and experiencing pocket parks throughout the community. The Study specifically calls for mixed-use development that makes Big Beaver a round-the-clock “people place,” which attracts cultural and entertainment uses to the Corridor.

The central philosophy of the Big Beaver Corridor Study is that social interaction, and therefore quality of life, can be improved by the careful design of new elements and select redevelopment within the Big Beaver Corridor. The provision of public greens for example, is described in the Pedestrian Circulation and Greenspace Plan as focal points amid denser development to help draw people to these focus areas: a strategy for implementing the casual introduction of cultural life in Troy.

Quality of Life, the Knowledge Economy, and the Creative Class

In order to attract a premium workforce and support the long-term health of the City, Troy must recognize that the working world is changing. Many of the most valuable members of the new workforce come from the Creative Class. The term was coined by the sociologist Richard Florida who describes the Creative Class as an emerging class of working professional from a younger generation. The Creative Class is a demographic of worker with more education and a greater focus on high-tech or intellectual fields, rather than the previous generations, which were primarily based on agriculture and industry.

“...the casual introduction of cultural life is part of the historic mission of cities.”
-Jane Jacobs , Death and Life of Great American Cities



A good example in the United States of unprogrammed open space is Boulder, Colorado’s Pearl Street Mall. Pearl Street Mall is a section of blocks in the center of Boulder which were closed off to automobile traffic and finished with seating areas, landscaping, and most of all, large areas of open, unprogrammed space. These areas have become popular for political and artistic expression in the summer months. Given their strategic location and limited space, they provide a series of intimate outdoor “rooms” that enhance the surrounding businesses.

Pearl Street Mall in Boulder, Colorado. Photo by Mark Ruckman

In light of the struggling manufacturing economy of Michigan, the State has initiated programs to help communities more fully understand what they can do to attract the workforce and the employers functioning in these new areas. Troy Vision 2020 explored this concept and developed specific ideas about what Troy can do to become a leader in the cultivation of the Creative Class in Southeast Michigan.

Today, employers are no longer tied to railroads, rivers, highways, or resources to succeed. Knowledge-based businesses, especially, rely totally on the availability of a good workforce comprised of the most talented and creative individuals available. Quite commonly, emerging knowledge-based businesses will succeed in college towns or other communities reputed for an educated workforce and a high quality of life. This is a critical notion: the idea that communities with a high quality of life attract the potential workers who attract the businesses that need them.

What attracts the valuable workforce for knowledge-based businesses? In addition to diverse, vibrant mixed-use areas, which will be explored in depth in subsequent chapters of this Master Plan, these individuals seek communities that embody the lifetime learning philosophy and the availability of amenities that enhance

their lives, like quality parks and recreation programs, cultural amenities, and a diverse and welcoming community.

Parks & Recreation

Similar to schools and downtown areas, parks have the potential to transform a neighborhood. Recreational development in Troy is guided by the Parks and Recreation Plan, which is developed under criteria established by the Michigan Department of Natural Resources (MDNR). The current Parks and Recreation Plan was developed with strong public input and contains a series of goals and objectives relating to recreation improvements.

The City must be diligent in executing the Parks and Recreation Plan, which calls for many improvements to the City's existing parks and recreation inventory, and provides a basis for the introduction of new facilities. Successful parks, with good access and a focus on active lifestyles, will be a strong asset in the competition for a globally recognized workforce.

Much of the public input suggests that people consider trails and pathways to be more than simple recreational amenities, and genuinely consider them valid transportation corridors for access to the important places and institutions discussed in this section. Furthermore, they drive property values and can be seen as an amenity for real estate development.

The development of a trail system in Troy is the City's number one recreational priority based on the results of the public input. There is a wide range of benefits associated with the establishment of a trail system:

- Improves health and physical fitness
- Increases property values
- Promotes community enrichment/character
- Provides connectivity to neighboring communities
- Improves landscape aesthetics
- Offers recreation for diverse users
- Provides income for Michigan's tourism related business
- Linkages for a statewide network of trails
- Safe non-motorized transportation routes
- Conservation of green space and wildlife habitat
- Environmental quality education opportunities
- Transportation alternative
- Connect with existing and proposed bicycle lanes

Top 10 Reasons Parks Are Important:

1. Public parks provide the opportunity to be physically active. Physical activity is an essential part of an individual's efforts to stay healthy, fight obesity and prevent chronic conditions that lead to coronary disease, high blood pressure and diabetes.
2. Parks have true economic benefits. Proximity to a park improves property value. Parks provide increased local and regional revenue from heritage tourism, steady jobs, and numerous small business benefits.
3. Parks provide vital green space in a fast-developing American landscape, and keep our living environment healthy.
4. Parks preserve critical wildlife habitat while providing enjoyment and educational opportunities for children and families.
5. Parks provide a meeting place where community members can develop social ties, and where healthy behavior is modeled and admired.
6. Leisure activities in parks improve moods, reduce stress and enhance a sense of wellness.
7. Recreational programs provide organized, structured, enjoyable activities for all ages. Quality recreational programs facilitate safety, good sportsmanship and community participation.
8. Community recreation services provide a refuge of safety for at-risk youth and give valuable life lessons to help steer young people to success.
9. Therapeutic recreation is an outlet that individuals with disabilities have to be physically active, socially engaged and cognitively stimulated.
10. Public parks embody the American tradition of preserving public lands for the benefit and use of all.

Summarized from the original by Richard J. Dolesh, Monica Hobbs Vinluan and Michael Phillips

In 2018, the City implemented Troy's first trail facility, a project decades in the making. The 1.3-mile asphalt trail runs from the Troy Town Center, through P. Terry & Barbara Knight Park, past Wattles Road (where a pedestrian safety island has been installed), and finishes at Troy Historic Village. The hope is that this trail will spur further pathway development with connections to surrounding regional and national trail systems.

Cultural Amenities

Cultural institutions, like museums and theaters, must be complemented by a wider appreciation of the importance of cultural life in the community. As noted earlier in this Chapter, perhaps the most critical thing Troy can do to enhance the cultural life of the City is to provide the venue for cultural life to emerge in small parks and unprogrammed open spaces.

The Task Force most closely examining the issue of cultural facilities or events was the Vision 2020 Lifestyles Task Force. This group explored a number of concepts selected to help Troy continue to grow into a truly diverse, unique, global community. The Lifestyles Task Force established a direct call for the improvement and encouragement of existing and new cultural facilities in its "Preferred Future 5" which states that "In 2020, Troy is a 'Gotta Have Art' type of place, with opportunities to celebrate and experience all of the fine arts. This preferred future describes potential public spaces to experience art and suggests music in the park events, theater, a symphony, art galleries, and public art as areas of focus.

Another important area where the City can be active in introducing cultural amenities is the encouragement of diverse, mixed-use development. One of the many positive attributes of mixed-use development, which will be explored throughout this Master Plan, is the creation of new areas for social

interaction. Rather than isolate homes from entertainment and dining venues and separate places of work from places of play, mixed-use development is uniquely capable of creating energetic, memorable places where a person can experience new points of view, witness personal expression, and enjoy a variety of activities with other people. While this can be said for many types of communities, those places where mixed-use development occurs are more likely to succeed.

Public Art

The importance of public art can not be overstated. Many of the great communities of the world are identified by their public works of art. Public art makes a statement that the community supports the arts and contributes greatly to the creation of unique, memorable urban places. The City of Troy can support public art by encouraging private development to include public art, by reserving public funds for art projects, and by pursuing grants for public art initiatives. As part of the development review process, the City has been incorporating public art in private development.

The City of Troy offers a wide range of recreational facilities and programming to its residents. Troy has six community parks, ten neighborhood parks, and one dog park covering over 400 acres of land. All parks are open daily from sunrise to sunset. The City also owns and maintains a number of special use facilities, including the following:

- Jeanne M. Stine Community Park
- Troy Community Center
- Two (2) 18-hole golf courses
- Lloyd A. Stage Nature Center
- Troy Farm
- Troy Family Aquatic Center and Recreation Center
- Daisy Knight Dog Park
- Troy Trail
- Troy Historic Village and Museum
- Troy Skate Park

A comprehensive study of each facility can be found in the Troy Parks and Recreation Plan at https://rec.troymi.gov/parksfacilities/parks/index.php

Troy is home to several notable formal cultural amenities and is in a region famous for its cultural diversity. Some amenities in the City of Troy itself include:

- The Troy Museum and Historic Village, which is intended to encourage hands-on learning, especially on topics relating to Troy's heritage. The Museum is also responsible for the preservation of cultural heritage through physical structures, collection of artifacts, and archival materials. The Museum is located in the former Troy Township and City Hall.
- The Lloyd A. Stage Nature Center is a 100 acre sanctuary with a wide range of programs, including school programs.
- The Troy Public Library is a popular, award winning facility which provides free wireless internet service. The Troy Public Library is #1 in Michigan among libraries serving populations of 50,000 or greater per Hennen's American Public Library Rating Index.
- The Ridgedale Playhouse is home to the Ridgedale Players, one of the oldest community theaters in Michigan. The Players are in their 75th season.

4 – A Place of Prosperity: The Economy of Troy

Troy is in a unique position among Southeast Michigan communities. The assets of Troy lend themselves to a rapid transition from the manufacturing economy to the knowledge economy. The high quality of life, availability of prime office and light industrial real estate, and an emerging regional commitment to building a new foundation for global economic leadership make Troy a competitive choice for 21st Century businesses. County-wide programs that focus on Mobility and Defense such as the Oakland County Emerging Sectors program and regional organizations like Automation Alley provide the resources for a community like Troy to emerge as a national leader in business growth.

This Chapter will expand on the concepts alluded to in Chapter 2, will discuss sustainability in business, and will describe the needs of new businesses in the changing economy. It is these changing needs that Troy can focus on, coupled with the quality of life elements described in Chapter 3, to become an economically stronger and more sustainable place to live and work.

A Hub For Employment

With a large number of employees and robust economic activity, it is not surprising that Troy is home to nearly 170,000 jobs. Of the people who work in Troy only 14% actually reside in Troy.

The major industry of employment are knowledge-based services, which will continue to grow at a much higher rate than any other employment sectors. Currently, 35% of the workforce is employed in a knowledge-based industry. The next three highest sources of employment are retail trade, private education, and health care.

Sustainable Business

A critical theme in Troy Vision 2020 was the concept of sustainability. As noted in Chapter 2, sustainability involves social responsibility, environmental stewardship, and economic vitality. These three elements contribute to one another. A commitment to sustainability makes good business sense in that companies can realize a reduction in operating costs, energy consumption, and win over customers with reduced prices and a good image by becoming a good neighbor. In other words, the first two elements of sustainability, social and environmental responsibility, can contribute to the third component, economic vitality.

The City can promote sustainability in a variety of ways. Leading by example by managing and governing itself using sustainable practices is a start, but the City can also promote sustainable development amongst its businesses, residents, and visitors. It is critical that the City of Troy encourage sustainable development practices to enhance the quality of life for this generation and future generations. Furthermore, the City can secure a positive financial future while protecting the natural environment by supporting sustainable business practices.

There are many measures the City can take with regard to sustainability, perhaps most notably those measures directly relating to environmental protection. Alternative fuel city-owned vehicles, innovative stormwater management, recycling programs and many other programs allow communities to lead by example. Many of these techniques will be described in Chapter 7.

Troy's Economic Development Plan will focus in on "Best Practices" which include Business Retention, Expansion, and Attraction. Business Retention is the cornerstone of Troy's plan. Working to retain our existing business base by calling on advanced manufacturers, engineering, financial, and mobility firms will ensure that Troy continues to lead Oakland County with knowledge based businesses.

Sustainable Business is a non-traditional strategy that strives to maximize efficiency and effectiveness while restoring environmental quality, building social equity, and increasing long-term profitability. Since the industrial revolution, industry has intensified environmental degradation by exploiting natural resources and releasing unfathomable quantities of hazardous pollutants into the biosphere. On the other hand, business has spent billions of dollars to comply with governmental regulations aimed at minimizing contamination by prescribing the amount of toxic substances that can enter the air, water and landfills. An adversarial relationship has developed between business people and environmentalists, each seeing the other as a main source of the world's problems.

Emerging just under two decades ago, a movement began within the business sector to change the way companies operate. People began to recognize that environmental degradation and commerce do not have to go hand in hand. Some of the changes have included:

- The reduction and, in some cases, elimination of hazardous materials from industrial processes
- Equitable treatment of employees, which in turn increases productivity and worker retention
- Operating as a responsible member of the community

The same business practices that improve social and environmental capital have been shown to also improve long-term profitability. When implemented, sustainable business practices provide an avenue to achieve mutual benefits in the natural world, the community, and the economy.

Aquinas College Center for Sustainability www.ceneterforsustainability.org

There are expansion projects that evolve from our Business Retention program because these are national and international firms that reside in Troy. These firms compete against other divisions nationally and internationally for new product lines. Troy will focus on assisting these firms with their business cases in order to win new business that will create additional jobs and investment in Troy which help pay for the great city services like fire and police that we provide to our residents.

Business Attraction is a key element for the continued growth of Troy's business community. Promoting Troy as a destination for mobility firms defined as electric/hybrid/autonomous fits the profile of Troy's firms. Business travel nationally and internationally is a component of business attraction. A Troy representative, or representatives when appropriate, will travel alone or with the Detroit Regional Partnership/Michigan Economic Development Corporation to market why Troy is a great location for a new business.

Troy can assist in areas such as business development, market analysis, logistics, Geographic Information Systems (GIS), finance, human resources development, talent recruitment, supported employment, site selection, utility issues, building permits and inspections, planning, zoning, and other areas. By leveraging Troy's unique community assets, partnerships, and available tools to promote business growth, the City is creating an environment for investment.

The advantage the City of Troy enjoys in this regard is that developers seek Troy as a desirable place to live and work with a broad portfolio of assets. This puts the community in a position to offer benefits to those who choose to develop sustainable projects which include mixed-use, innovative stormwater management, green buildings, and excellent architecture in exchange for increased density or other benefits. In other words, the City can become the carrot rather than the stick.

The Changing Economic Environment

Shopping, working, communicating, and socializing are all aspects of our daily lives that have been impacted by the advent of the internet. While industrial properties have traditionally been located near railroads or waterways, new technology-based clean industries are locating nearly anywhere. In many cases, the prime determination a company must make is where does it want to locate, rather than where must it locate. Chapter 3 detailed the quality of life characteristics of successful communities in the knowledge economy and recommended courses of action to raise the City's profile in this regard. This section will address three core areas of the local business environment and describe ways in which the City can preserve and enhance its position in these areas:

- retail and service
- office and information technology
- research and research technology

Retail and Services

The past 20 years have seen a revolution in the way people buy goods and secure services. The emergence of the internet has forever changed the way companies do business around the world. Small shops and family owned businesses can reach customers around the world, while giant corporations can maximize economics of scale and improve their position immeasurably. In this way, the internet can be both a blessing and curse for retail. Those businesses that have embraced the internet to promote and sell their goods and services have an advantage over all but the strongest brick and mortar stores. Convenience and selection have become greater than ever.

There are a number of immediate advantages that traditional retail establishments have over e-commerce businesses. First, web-based businesses do not allow for consumers to see products in person or to speak face-to-face with salespeople who can assist the buyer in determining needs and preferences. Convenience is also a factor in many consumers' choice to purchase goods in person. Selecting an item in person and taking it home immediately requires a trip to the store but usually does not involve a wait or additional costs associated with shipping.

Perhaps one of the more critical elements of retail success is the act of shopping as a social activity. Troy has an advantage in that it has a critical mass of large-scale retail developments, such as Somerset Collection and Oakland Mall, and has the opportunity along Big Beaver Road and other corridors to encourage retail in mixed-use developments with integrated residential units, open spaces, and other uses. The emerging trend of walkable, mixed-use areas enhances traditional retail establishments in that it counts on retail uses as anchors for neighborhood development. Book stores, coffee shops, shopping centers, and other retail and restaurant uses allow for social interaction and contribute to the City's quality of life.

B2B and B2C

It would be unwise to not consider the impact of e-commerce on the traditional retail community. E-commerce sales in the United States 2021 accounted for over 14 percent of total retail sales, up from about 7 percent in 2015.[1] Troy serves as a retail hub for the region and must be prepared to support brick and mortar retail establishments in order to help them remain viable moving forward. Given the central role the primary retail areas in Troy have within the City, it is critical that the continued success of these areas is taken into consideration.

It is important for the City to understand and consider that there are two types of retail or service businesses: business to business (B2B) and business to consumer (B2C). B2C businesses are those conventional retail establishments offering goods and services

1: United States Census Bureau

Michigan's Premier Address for Business, Retail and Commerce

Troy is a prime location for businesses like yours. Troy's business environment is progressive and diverse with a solid mix of major corporations and small local businesses. Troy is an internationally recognized business center in a variety of sectors including Technology, Research & Development, Engineering, Advanced Manufacturing, Financial Services, and Health Care.

Grow Your Business Here

The City of Troy, in collaboration with our public and private sector partners, is focused on helping your business grow. Troy's economic development staff assists our local companies by identifying specific business needs and providing the information, infrastructure, and connectivity necessary to address those needs.

By leveraging Troy's unique community assets, partnerships and available tools to promote business growth, the City is creating an environment for investment.

https://www.troymi.gov/WorkHere/LocateYourBusinessHere

B2B—Business-To-Business

A transaction that occurs between two companies, as opposed to a transaction involving a consumer. The term may also describe a company that provides goods or services for another company.

B2C—Business-To-Consumer

A transaction that occurs between a company and a consumer, as opposed to a transaction between companies. The term may also describe a company that provides goods or services for consumers.

www.investorwords.com

directly to consumers. Comparison shopping, convenience shopping, and restaurant and service uses fall in this category.

Given Troy's considerable office, commercial, and industrial presence, the City should devote significant marketing and promotional efforts specifically towards B2B uses to make up for any real decline of conventional B2C uses due to e-commerce or other factors. While conventional retail and service remain strong in Troy for many of the reasons outlined above, there is no guarantee that this trend will continue indefinitely. In many cases, B2B companies are not the first to come to mind when planning for commercial uses. Given that these uses are not always open to the public, often require warehousing, and rarely market themselves directly to the public, they are not as readily understood.

B2B businesses have embraced the internet as well, and where brick and mortar B2C businesses are still relevant for both practical and social reasons, B2B businesses cater to a market concerned only with convenience, quality, cost, service, and availability. B2B businesses, in other words, may have an even easier time transitioning to an e-commerce platform than conventional retail.

The City should investigate the needs of B2B businesses in the information age. The availability of office space in Troy can provide easy entry for a B2B business, while the available high-quality industrial properties in Troy's strategic location allows for B2B businesses to develop warehousing and shipping centers nearby. The presence of a significant business community in Troy and throughout Southeast Michigan provides an immediate market for B2B businesses.

Office and Information Technology

The Wealth Creation Task Force for Troy Vision 2020 suggests that Troy must become a link to international business. The City has a head start in that many of its largest office tenants are international corporations based in countries around the world. Troy has 14 million square feet of office space, providing facilities in every imaginable shape,

size, and form with any package of amenities a potential tenant may require. The Big Beaver Corridor is home to over 100 businesses and the headquarters for companies like Kelly Services, Kojaian Companies, Bank of America, Behr, National City Bank, Altair Engineering, and Kirco.[2]

What are information technology and other knowledge economy businesses looking for when seeking new office space? Assuming that many new information-based businesses can be very selective in their location, given that they are no longer tied to availability of materials or railroads, etc., when a business has chosen Troy based on other factors, what is a company looking for in a specific facility? If Troy is able to attract new office and high-tech businesses, it must then address the second part of the equation and ensure that the City's office spaces are qualified for the businesses it attracts.

Infrastructure for advanced technology offices and businesses includes fiber optics, wireless communication, multiple carriers, power redundancy, and other components. Troy must ensure that new office spaces have this essential technology infrastructure. When new buildings are developed incorporating new technology standards, they enjoy lower vacancy rates and increased lease income based on higher rents.[3]

The City should consider encouraging physical components to ensure that new or redeveloped office spaces are more conducive to knowledge economy businesses. These elements will contribute to the economic sustainability of the structure and, when complemented by green building design, will ensure that new or redeveloped structures are competitive and viable for generations to come. These elements could include:

- Elevated Ceiling Heights
- High Floor Load Capacity
- Power Redundancy Components
- Telecommunications Space
- Raised Flooring
- Flexible Connectivity
- Advanced Fire Protection Systems
- Closed Circuit Security Television Monitoring
- Tenant Controlled HVAC
- Flexible Work Stations

Given a choice between a conventional office space and one having many or all of the features described above, with all other factors being equal, the facility with these upgrades will be far more competitive. The City can explore incentives and regulations which enhance the City's stock of existing office space with an even more technologically advanced stock of desirable spaces. In this way, the City can ensure that those businesses attracted to Troy by the quality of life and other factors will find a physical space which allows them to excel in their sector and provide an optimal environment to attract the highest quality workforce.

Research and Research Technology

Troy has a tradition of innovation in research and research technology in a variety of sectors. Troy's top employers include Magna, Kelly Services, Aptiv, Altar and PNC Regional Headquarters. It is a mix of companies like these, and especially companies in a growing field such as green energy like ECD Ovonics, for which the City of Troy must compete moving forward.

Oakland County strategy includes:

- Attracting high-tech businesses from around the world to Oakland County.
- Facilitating new collaborations between existing Oakland County businesses and outside companies looking to expand into North America.
- Assisting Oakland County companies as they identify and promote new applications for their existing technologies in domestic and international markets.
- Linking research and development projects at local universities with proven entrepreneurs to accelerate participation in the global marketplace.
- Aggressively identifying and increasing local sources of venture and growth capital for emerging sector companies.
- Continuing to attract and develop a highly-skilled workforce.[4]

One of the primary initiatives the City of Troy has undertaken with regard to targeting technology businesses is the establishment of the Smart Zone. The Big Beaver Corridor Study envisions the Smart Zone as an area in which high-technology uses at the cutting edge of innovation are cultivated. The Study calls this location a "paragon of innovation" and prescribes a combination of "signature" light industrial, research and development, and office uses.

As noted previously, Troy is also part of Automation Alley and is home to the Automation Alley headquarters and Technical Center. Automation Alley is actually a broader multi-community Great Lakes Interchange Smart Zone, with a focus on business and technology in the advanced automotive, information technology, and defense sectors.[5]

The Land Use Balance

A balanced tax base is an essential element of effective community governance. A balanced tax base ensures that residential taxes can be kept at reasonable levels without having to sacrifice quality of services.

The City has a reputation of strong, diversified tax base. However, as with many Michigan communities, there are challenges. The

2: Real Estate Knowledge Center
3: Troy Chamber of Commerce: http://www.troychamber.com/gli/whytroy.htm#office
4. Troy Chamber of Commerce: http://www.troychamber.com/gli/whytroy.htm#office
5. Real Estate Knowledge Center

Automation Alley

Automation Alley is a "regionally-focused technology organization" intended to bring local business, educational institutions, and local units of government together in order to coordinate and promote technology-based businesses in Southeast Michigan.

The organization's members are located in Genesee County, Livingston County, Macomb County, Monroe County, Oakland County, St. Clair County, Washtenaw County, Wayne County, and the City of Detroit. The mission of the organization is to "...act as a catalyst to enhance the image of Southeast Michigan to help members grow their businesses."

Automation Alley provides products and services to its members to stimulate and highlight technological excellence and economic diversity. Ultimately, Automation Alley aims to help industry, government, and academia attract, develop and retain the skilled workforce required to be competitive in the new knowledge-based economy.

Automation Alley assists its members through three specific programs:

- International Business Center: the Automation Alley International Business Center helps small and medium size companies become export ready, organizes trade missions and conducts international business attraction services.
- Technology Center: the Automation Alley Technology Center leverages businesses, educators and government to help entrepreneurs bring new technologies to market quicker and more efficiently.
- GLIMA Network: GLIMA, Automation Alley's association for technology professionals, provides significant learning opportunities for individuals within Michigan's technology community.

www.automationalley.com

community's taxable value was $5.0 billion for fiscal 2020. This compares to $4.8 billion for fiscal 2019 values and indicates a recovery from the significant declines incurred from the 2008 great recession.

In the 2020-2021 fiscal year, the City issued 2,689 (valued at $220M) building and construction permits. Troy includes two Fortune 500 company headquarters and 5 North American headquarters.

Despite the challenges faced by the great recession, Troy's diversified business community, strong residential market and conservative financial management perpetuates a stable economy through regional and national market fluctuations. A wide range of industries in the business community, well maintained neighborhoods, excellent schools, and continued investment into roads and infrastructure all contribute to Troy's resilience.

Mixed-Use and Tax Base

One of the many advantages of mixed-use development is its ability to help offset residential development's impact on the tax base by integrating it with commercial development. That is, while new residential development alone would help tilt the land use balance towards residential overall — therefore requiring that residential pay a larger portion of the overall tax obligation — incorporating commercial, office, or even light industrial development can offset that obligation. Depending on the scale, nature, and location of the mixed use project, the non-residential component could be calculated to directly offset any increased burden created by adding the new residential uses. Employed consistently, mixed-use development could ensure that the tax base balance is maintained as new residential units are developed in Troy.

Troy as a Hub for the Regional Economy

In many ways, Troy is a primary center of urban Oakland County. Over 100,000 people come into Troy every day for work, and thousands more City residents also work in the City. Troy's workforce is approximately 130,000 people, yet only about fourteen (14%) percent of those workers actually reside in the City.

Troy is an educational hub, with its strong tradition of higher education and exemplary school systems. Troy is also a financial center in Southeast Michigan, as it is home to a large number of international banking and financial institutions. Troy is also home to regionally acclaimed retail and entertainment, and is a central location for shopping in Southeast Michigan. The City must capitalize on these facts and adopt the philosophies contained in Chapter 3 in order to encourage more of its daytime workforce to consider Troy the best place to live.

The DDA as a Center for the Regional Hub

The Downtown Development Authority Area is highly visible when compared to the rest of Troy and when compared to the surrounding area. While Troy may not have a traditional, small-scale downtown, its DDA is a regional center of activity. Within Troy's Downtown Development Authority boundary, there is approximately 1.1 billion dollars of building market value. The parcels within the DDA comprise only 3 percent of those in the City as a whole, and 1.6 percent of the acreage, but account for about 36 percent of the overall community building market value.

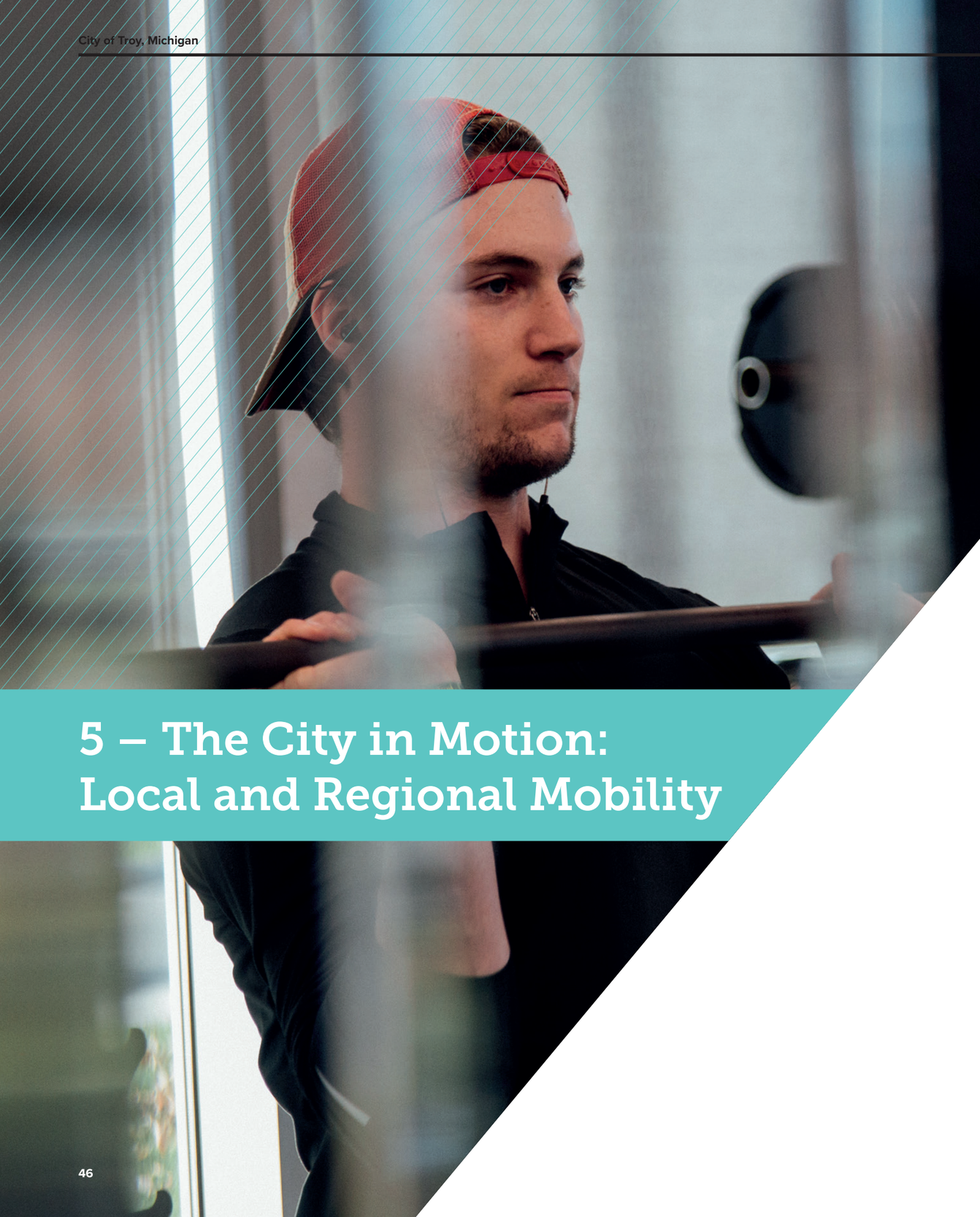
The City of Troy can capitalize on this role by allowing the evolution of the DDA to include increased residential uses and other mixed uses as envisioned in the Big Beaver Corridor Study.

The Study is a forward-thinking blueprint to the continued development of the Corridor, and includes a series of recommendations that will help Troy capture more of the dollars spent by the over 100,000 commuters who enter and leave Troy everyday. Mixed-use projects with integrated residences will allow more people to live and work in Troy. The inclusion of more such properties will open Troy up as a popular place for young professionals who seek new residential styles in close proximity to their places of employment. Often, these individuals have money to spend at Troy retail businesses, and can contribute to the dynamic and vibrant community Troy desires to be.

Oakland County

- Oakland County is Michigan's employment hub with nearly 690,000 workers employed here
- More than 260,000 workers commute into Oakland County everyday
- The county has seen the addition of more than 97,000 jobs since the low-point of the recent recession in the first quarter of 2010
- Oakland County is forecast to add another 49,032 jobs through 2017
- Oakland County has a diverse economy with the top three employment sectors being Professional and Business Services (26%); Trade, Transportation, and Utilities (18%), and Private Education and Health Services (16%)
- The county's unemployment rate has dropped to 4.9% since hitting a high of 15.0% in July 2009; the rate is forecast to drop even further, to 4.3%, by 2017
- With a per capita income of $57,035, Oakland County has the highest per capita income in the state and the 12th highest nationally among all counties with at least a million residents
- Oakland County is home to more than 1,000 firms from 39 foreign countries
- With nearly $54 billion in goods exported from the area, the Metro Detroit region ranks 4th nationally for total exports

Sources: U.S. BLS, U.S. Census Bureau, U.S. ITA, Oakland County Economic Outlook



5 – The City in Motion: Local and Regional Mobility

Mobility is changing as rapidly as the economy.

Companies are more mobile than ever, telecommuting is rising as a popular way to work, and e-commerce is taking a share of the conventional retail market, all of which have a dramatic effect on transportation needs. Fuel prices have changed the way consumers choose their homes or even plan their daily errands. Non-motorized transportation is becoming a viable option in many communities, especially when integrated with other forms of transportation to create a true multi-modal system. In that spirit, this Chapter will analyze the existing transportation network within the City of Troy and explore new ways the City can think about transportation.

Previous work by the Vision 2020 Task Force established a series of five preferred futures in the City. These five visions address the need for safer transportation, more transportation options for all age groups, and the desire for a regionally prominent non-motorized transportation network. Vision 2020 also acknowledged the emergence of virtual pathways and their importance as communication supplants transportation in many applications. The final vision of the Mobility Task Force was that Troy will become a “green” city where a series of actions contribute to make Troy an environmentally sustainable place within which to travel.

Stakeholder input also reveals that strong support exists for many of the concepts envisioned by Troy Futures, and specifically for the enhancement of non-motorized transportation options in the form of pathways or bike lanes.

Troy's Existing Transportation Infrastructure

This Section will detail the existing conditions of the transportation infrastructure in Troy and also describe City programs and entities charged with maintaining and developing that infrastructure.

Existing Conditions: Roadways

The primary method of transportation as it stands today in Troy is the private automobile. The City has a comprehensive roadway network, described in the following subsection.

Streets and Roads

The surface street network in the City of Troy is developed and maintained jointly by the City of Troy and the Road Commission for Oakland County (RCOC). Table 5.1, on the following page, demonstrates the major roadway jurisdictions in Troy, from north to south, then west to east.

The complete road network consists of 364 miles of roads, when all local and County roads are included. The City also maintains over 500 miles of sidewalks in Troy.[1]

1: www.troymi.gov

Table 5.1: Roadway Jurisdiction
Source: City of Troy Traffic Engineering

Roadway	Jurisdiction
Interstate 75	State of Michigan
South Blvd.	Road Commission of Oakland County
Square Lake Rd.	City of Troy
Long Lake Rd.	Road Commission of Oakland County
Wattles Rd.	City of Troy
Big Beaver Rd.	Road Commission of Oakland County
Maple Rd.	City of Troy and Road Commission of Oakland County
14 Mile Rd.	Road Commission of Oakland County
Adams Rd.	Road Commission of Oakland County
Cooldige Highway	City of Troy
Crooks Rd.	Road Commission of Oakland County
Livernois Rd.	City of Troy and Road Commission of Oakland County
Rochester Rd.	City of Troy
Stephenson Highway	City of Troy
John R. Rd.	Road Commission of Oakland County
Dequindre Rd.	Road Commission of Oakland County

Roadway Improvement Program

The City has a sophisticated Roadway Improvement Program which forecasts maintenance and enhancement needs for the City's streets. This program identifies timetables, projected costs and scheduling, and assists the City in obtaining transportation dollars and grant funding for road projects.[2]

2: City of Troy Traffic Engineering Department

Functional Classification

The National Functional Classification (NFC) System is a planning and identification tool used by most transportation agencies. The classifications are used to group streets and highways into classes according to the character of traffic service they are designed for.

Principal Arterials

These roadways are at the top of the classification hierarchy. The primary function of such roadways is to carry relatively long distance, through-travel movements. Examples include interstates and other freeways as well as state routes between larger cities.

Minor Arterials

Minor arterials include roads connecting intra-urban land uses. These roads tend to accommodate slightly shorter trips than principal arterials.

Major Collectors

Major collectors provide access and mobility within residential, commercial, or industrial use and connect local roads to arterials. Major collectors generally carry more traffic than minor collectors.

Minor Collectors

Minor collectors also provide access amongst varying land uses, but generally have less traffic than Major Collectors.

Local Roads

Local Roads provide access to individual properties and typically have moderate to low speeds. The improvement of local roads typically rates the lowest priority. Most residential streets in Troy are classified as local roads, and are often located in subdivisions.

FAST-TRAC

The City of Troy is a participant in the Road Commission for Oakland County FAST-TRAC (Faster And Safer Travel Through Routing and Advanced Controls) program. The system is a computerized real-time traffic signal timing program employing hardware and software to monitor and adjust traffic signalization in order to constantly optimize signals based on current traffic demands at times when traffic demand exceeds roadway capacity. The City of Troy has participated in the program since 1992 and has grown its reach within the City from 28 signals to over 300 signals.[3]

Traffic Committee

The City of Troy has a Traffic Committee which consists of seven members appointed to three-year terms. The Committee includes the Police Chief, Fire Chief, and Traffic Engineer as ex-officio members. The Traffic Committee advises the City Manager and City Council with regard to traffic regulations and safety considerations.

Existing Conditions: Highway Access

The City of Troy is bisected by Interstate 75. The Interstate has access to the City at 14 Mile Road, Rochester Road, Big Beaver Road, Crooks Road, and Adams Road. Interstate 75 is over 1775 miles long and extends from southern Florida to Northern Michigan and provides regional access to the City of Detroit, Canada, Northern Oakland County, and beyond.

Existing Conditions: Air Travel

The Oakland/Troy Airport is owned and managed by Oakland County and provides executive airport service for private, corporate, and charter air travel. The Oakland/Troy Airport is located at 2672 Industrial Row and is also used for limited air freight service. Aircraft maintenance and fuel are also available.

The Oakland County International Airport is located in Waterford and is the nation's 6th busiest general aviation airport. Originally known as Pontiac Municipal Airport, it provides corporate and general aviation service to Oakland County and Metro Detroit and also provides a more advanced ground support network including major repair and full contract maintenance, fueling, catering, and charter services.

The majority of commercial air passengers in Troy utilize the Detroit Wayne County Metropolitan Airport in Romulus, Michigan. The Airport is owned and operated by Wayne County and is managed by The Wayne County Airport Authority. Detroit Wayne County Metropolitan Airport has undergone significant enhancement in recent years, including the construction of a new terminal and runway.

Existing Conditions: Transit

The City of Troy is served by the SMART (Suburban Mobility Authority for Regional Transportation) System. SMART is Southeast Michigan's bus system, which provides fixed route service over 44 routes and also provides a variety of curb-to-curb services, including Dial-A-Ride and flexible routes, to access otherwise inaccessible locations.

SMART's primary routes within the City of Troy provide access to Big Beaver Road between Coolidge Road and Livernois Road, all across the City's south boundary, and north to Auburn Hills via Coolidge Road, Long Lake Road, and Interstate 75.

The SMART system extends throughout Oakland, Wayne, and Macomb Counties, and provides regional service to and from major employment centers in Southeast Michigan, including the City of Detroit. SMART also provides a wide variety of special, charter, private, and remote access services.

Transit Center

As mentioned in Chapter 2, the City developed the Troy Transit Center to provide a central, multi-modal hub primarily for rail and bus service. The Troy Transit Facility will serve the region by strengthening the existing transit options in the area through a centralized facility that will allow users to access intercity rail service, regional bus routes and other modes such as air and taxi services. A bridge over the railway line will provide a barrier-free non-motorized link between the regional bus terminal in Troy with the rail platform in Birmingham. This facility is included as a hub in the Detroit Regional Mass Transit plan (DRMT) and

3: Road Commission of Oakland County

will serve included as a hub in the Detroit Regional Mass Transit plan (DRMT) and will serve as a catalyst for coordinated regional and mass transit in Southeastern Michigan.

The Future of Mobility in Troy

Mobility needs are continuing to evolve. As mentioned in the opening paragraph of this Chapter, many significant factors are changing the way Americans address transportation. This section will introduce new measures intended to ensure that all people in Troy, regardless of age, remain mobile, that the attributes of the City and region are accessible, and that the transportation infrastructure of Troy contributes to a positive quality of life in the City.

Thoroughfare Plan

The City of Troy Thoroughfare Plan (see map, next page) is incorporated as a part of this Master Plan. The Thoroughfare Plan enables the City to better direct resources for roadway improvement by basing its decisions on the planned right-of-way and other enhancements provided on the Plan. The Thoroughfare Plan also enables the coordination of efforts between various levels of government responsible for the building and improving of roads.

Transit Improvements

On November 8, 2022, the residents of Oakland County approved the Oakland County Public Transportation millage. This voter-approved, 10-year, .95 millage is dedicated to maintaining and expanding public transit services throughout Oakland County. As a result of the transit millage, SMART is planning a new bus route, called the "492 Rochester" Route, which would be a fixed route with service on Rochester Road north from Troy to downtown Rochester and continue west on Walton Blvd through Auburn Hills.

Access Management

Access management is the development of a program intended to ensure that the major arterials, intersections, and freeway systems serving a community or region will operate safely and efficiently while adequately meeting the access needs of the abutting land uses along the roadway. Implementing access management techniques can help increase roadway capacity, manage congestion, and reduce crashes. In the case of businesses, there are also less obvious benefits such as a reduction in maintenance and other costs by utilizing shared driveways or eliminating entrance and exit points. Increased road frontage and improved aesthetics are also a result of eliminating driveways.[4]

The Big Beaver Corridor Study included an analysis of access management concerns within the Big Beaver Corridor. The Study concludes that while there are many positive attributes with regard to access management in this critical area, there is room for improvement in the future. Specifically, poor spacing between driveways, frequency of driveways, and driveways too close to certain intersections are areas where access issues have a significant effect on traffic management in the Corridor.

Successful access management practices in the Big Beaver Corridor that were noted by the Study include the area surrounding Somerset Collection, where limited, protected driveway “throats” provide access to consolidated areas. This design results in fewer overall driveways and reduces potential conflict between internal circulation and the entering traffic from Big Beaver Road. The Study also identifies several areas throughout the Corridor where consolidated driveways to Big Beaver Road or to other major north-south roads are used to provide access to multiple sites via collector streets or internal shared driveways.

Complete Streets

The Michigan Complete Streets legislation was signed into law in 2010 through two public acts, Public Act 134 and Public Act 135. The Michigan Planning Act was also amended to require the consideration of complete streets in the Master Plan. The legislation defines Complete Streets as “roadways planned, designed, and constructed to provide appropriate access to all legal users… whether by car, truck, transit, assistive device, foot or bicycle.” It gives new responsibilities to local government and county and state transportation agencies to address transportation needs of all

4: Federal Highway Administration

SMART — Suburban Mobility Authority for Regional Transportation

SMART is Southeast Michigan’s bus system. SMART provides fixed route service over 44 routes and also provides a variety of curb-to-curb service including Dial-A-Ride and flexible routes, to access otherwise inaccessible locations.

SMART bus routes provide access to more than 67,000 businesses and 850,000 jobs. Over 9 million people including seniors, students and professionals use SMART to travel to work, school, doctor’s offices and shopping centers annually

SMART serves nearly all of Wayne and Oakland Counties and all of Macomb County.

www.smartbus.org

Thoroughfare Plan

legal users (including pedestrians and bicyclists) in their community Master Plans.

Communities with Complete Streets policies help to ensure that roadways are designed to accommodate all users, not just motorists. Facilities that make a street "complete" depend on existing conditions and the intended users. It's never a "one-size-fits-all" scenario. Examples include curb ramps, audible or tactile signals for blind pedestrians, longer crossing times, smooth sidewalks, and bike lanes that are free of obstacles.

The Road Commission for Oakland County (RCOC) developed Complete Streets guidelines for use when designing future road improvements and considering the transportation needs of all legal users. The guidelines evaluate issues such as liability, funding, maintenance, connectivity, local involvement, environmental concerns, and specific user needs.

To that end, the City will need to address the following key principles in all planning related to Complete Streets:

1. Consider all legal users — vehicles, bicycles and pedestrians of all ages and abilities — in the discussion of its transportation system.
2. Encompass all modes of transportation.
3. Ensure that the improvements identified in the Plan are appropriate to the context of the community.
4. Identify the means of cooperating with the Road Commission or MDOT when implementing transportation elements of the plan.

Non-Motorized Transportation Plans

The City of Troy has initiated a significant City-led effort to construct and improve trails and pathways in the City. As evidenced by the overwhelming support for trails received during the Parks and Recreation Master Plan development, the Master Plan Survey, and within Troy Vision 2020, the community has expressed a great deal of interest in alternative transportation.

With that in mind, the City of Troy created the Troy Trails and Pathways Committee, a group charged with developing a world-class trails system in Troy. The Committee was allocated funding for assistance in developing strategies for trails and pathways. The City intends to fund the Parks and Recreation Department for Committee activities in each budget year for the foreseeable future.

The Trails and Pathways Committee determined that there are three main purposes for the development of trails in Troy:

- Interconnectivity between retail, restaurants, public facilities, and other trails
- Recreation
- Improved walkability and an opportunity for non-motorized transportation

In the summer of 2007, the Trails and Pathways Committee developed a series of long term and short term goals. Some of the predominant themes in the long term goals are:

- Provision of scenic trails throughout the City
- Overall safety, security, and sustained funding
- The inclusion of bike lanes, trails, and pathways into road construction projects
- The development of bicycle and pedestrian friendly destinations throughout Troy
- The incorporation of trails and pathway systems into private developments
- The development of community education programs about trails and alternative transportation

As noted in Chapter 3, the responses collected from the Parks and Recreation Plan Survey and the input of the SGRAT suggest that people consider trails and pathways to be more than simple recreational amenities and genuinely consider them valid transportation options that drive property values up and can be seen as an amenity for real estate development.

The Transit Center and Transit-Oriented Development

A central theme of the Master Plan includes the establishment of activity nodes with a connected sense of place, centered on a range of different concepts or themes. These areas would be compact, walkable, and would provide a mix of uses to contribute to an atmosphere of vitality and diversity. The "Villages" throughout the City would each have a unique character and would allow visitors or residents to have access to services, entertainment, and even employment within walking distance, with access to the other nodes, the rest of the City, and areas around the region available by transit.

The "Villaging" concept can be achieved by following the principles of Transit Oriented Development, or TOD. The TOD principles are centered on the basic idea that mixed-use, walkable, compact development surrounding transit stations contributes to the health of the community and helps support the transit itself. The non-profit group Reconnecting America, an organization dedicated to encouraging TOD development, states that a TOD is more than development near transit, it is also development that achieves the following:

- It increases "location efficiency" so people can walk, bike, and take transit
- It boosts overall transit ridership and minimizes the impacts of traffic
- It provides a rich mix of housing, jobs, shopping, and recreation
- It provides a value to the public and private sectors, and for both new and existing residents
- It creates a sense of community and sense of place[5]

In order for TOD to work, there are a number of coordinated efforts that must succeed. First, the City must demonstrate commitment to the provision of transit. The City of Troy has already expressed its support of transit, and the regional SMART system shows that the region is interested in expanding and enhancing its transit capabilities. The Transit Center project constitutes a strong local commitment to the provision of efficient, equitable, and world-class transit options for Troy residents.

A successful TOD strategy must also have the support and leadership of elected officials and investors. This is ultimately expressed by the adoption of policies that coordinate development with transit corridors and facilities. Strategies can

Access Management

Basic design principles:

1. Provide a specialized road system; design roadways according to the function they are intended to provide.
2. Limit direct access to major roadways; preserve the traffic function of higher volume roads serving regional thru traffic.
3. Promote intersection hierarchy; transition from one classification of roadway to another.
4. Locate signals to favor through movements; proper placement of signals allows for better coordination of signals, continuous movement of traffic at the desired speed and reduces delays.
5. Preserve the functional areas of intersections and interchanges; the area where motorists respond to the intersection or interchange, decelerate, accelerate, or complete turns.
6. Limit the number of conflict points; collisions and mistakes occur when the driving environment is complex.
7. Separate conflict areas; traffic conflicts can also be reduced by separating conflict areas.
8. Remove turning vehicles from through traffic lanes; when turning vehicles are removed from through traffic lanes, better traffic flow and is maintained, capacity is preserved and safety is improved.
9. Use non-traversable medians to manage left-turn movements; the majority of access-related crashes involve left turns.
10. Provide a supporting street system and circulation system; interconnected street and circulation systems better support alternative forms of transportation.

TRB Access Management Manual, 2003

5: Reconnecting America, "Why Transit Oriented Development and Why Now?"
6: http://www.mass.gov/envir/smart_growth_toolkit/pages/mod-tod.html

Complete Streets

Complete Streets provide a number of benefits including, but not limited to:

- Improved safety for all users, including pedestrians, bicyclists, transit riders and drivers;
- Improved human health by encouraging walking and bicycling;
- Decreased car traffic, reducing dependence on gasoline and petroleum products, and improved air quality;
- More transportation options; and
- Fosters livable communities and improved quality of life.

be incentive-based or regulatory and could include the development of station area plans, the adoption of higher density, mixed use zoning, the development of design guidelines for station areas, strong public investment policies, and incentives like the sharing of infrastructure development costs, providing for brownfield remediation, or streamlining the development process for TOD projects.[6]

Virtual Pathways

New advances in telecommunications could have dramatic impacts on transportation in the future, but the actual effects are still uncertain. In particular, the advent of telecommuting will allow a great number of people to work remotely, usually out of their homes or satellite offices. This kind of arrangement was not possible before high speed internet and other technological breakthroughs.

According to data scientists at Ladders, Inc., remote opportunities increased from under 4% of all high paying jobs before the pandemic to about 9% at the end of 2020, and to more than 15% by the end of 2021. They further project that 25% of all jobs in North America will be remote by the end of 2022, and remote opportunities will continue to increase through 2023.[7]

On its face, telecommuting would appear to relieve traffic congestion by taking more drivers off the streets and reducing the number of trips per day. However, in the long term, telecommuting could have the same effect that the emergence of knowledge based businesses has had in that workers will no longer be required to locate near their employers. While many employers locate strategically to secure a solid workforce, there are also firms which exist virtually online. That is, employees work all over the country and contribute via the internet.

Given this phenomenon, communities like Troy may have to rely even more heavily on the quality of life elements of the City to retain residents even if industry and professional offices succeed in the community. In fact, on a regional scale, telecommuting could result in a greater demand for more remote development and could ultimately contribute to urban sprawl. Without the requirement of proximity to an employer, employees can live wherever they wish.

Impacts of Telecommuting

The Research and Innovative Technology Administration of the Bureau of Transportation Statistics, a department within the United States Department of Transportation, identified a number of key issues with regard to the impact of telecommuting on transportation demand. They include, but are not limited to, the following:

- The actual amount and impact of telecommuting in any particular region will depend strongly on the local transportation environment and travel demand measures.
- The congestion and air quality improvements potentially attainable through telecommuting could be substantially diminished if telecommuters removed from the highways are replaced by the emergence of latent travel demand.
- Telecommuting could stimulate urban sprawl and have other adverse impacts on land use and public transportation.
- Factors which will impact the rate of growth of telecommuting include uncertainty of benefits for employers and the considerable time and effort inherently required to bring about major changes in work styles and ways of doing business.

The City must continue to consider the potential needs of telecommuters in order to combat the potential flight of knowledge economy workers in the City.[8]

7: Source: theladders.com: "Research: Remote Work Now Accounts for Nearly 15% of All High Paying Jobs"
8: Transportation Implications of Telecommuting, Bureau of Transportation Statistics

Transit-oriented development (TOD)

TOD is compact, walkable development centered around transit stations, generally including a mix of uses, such as housing, shopping, employment, and recreational facilities. TOD is designed with transit and pedestrians as high priorities, making it possible for visitors and residents to move around without complete dependence on a car.

Components of TOD include:

- Walkable design with pedestrian as the highest priority
- Train station as prominent feature of town center
- A regional node containing a mixture of uses in close proximity including office, residential, retail, and civic uses
- High density, high-quality development within 10-minute walk circle surrounding train station
- Collector support transit systems including trolleys, streetcars, light rail, and buses, etc
- Designed to include the easy use of bicycles, scooters, and rollerblades as daily support transportation systems
- Reduced and managed parking inside 10-minute walk circle around town center / train station

Massachusetts Bay Transportation Authority, http://www.mbta.com/projects_underway/tod.asp and http://www.transitorienteddevelopment.org/index.html

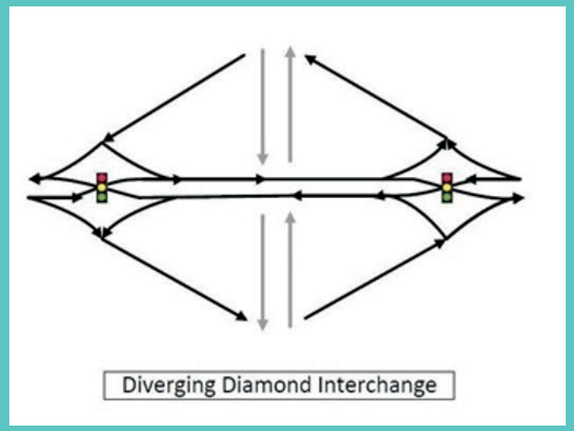
What is a Diverging Diamond Interchange (DDI)?

The Michigan Department of Transportation (MDOT) began construction of the I-75 Modernization Project in 2016. The Project featured a wide range of improvements including widening I-75 and introducing the first High Occupancy Vehicle (HOV) lanes in Michigan, plus replacing numerous bridges and interchanges in Oakland County. Road construction activity in Troy was completed in 2021.

Diverging Diamond Interchanges (DDI's) were constructed in Troy as part of the I-75 Modernization Project. DDI's are currently located along I-75 at Big Beaver (opened in spring 2021) and 14 Mile (opened in fall 2021) in Troy. Both interchanges were constructed as part of the I-75 road widening project completed by MDOT.

A Diverging Diamond Interchange is:

- An innovative interchange design that improves safety and mobility.
- Similar to a conventional diamond interchange, which is the most common in the United States, where the exit/entrance ramps make a diamond shape between the freeway and surface street. Right-hand turns are handled the same at both a DDI and a diamond interchange.
- Different in how it handles left turns, since:
- The intersections with the freeway ramps smoothly move traffic on the surface street from the right side of the roadway to the left side of the roadway as the road crosses the freeway.
- Traffic is on the left-hand side of the roadway between the signals at ramp intersections, all left turns occur at the entrance/exit ramps without having to cross opposing traffic.
- Road geometry, signs, and pavement markings working together to make driving through the DDI very simple.



What are the benefits of DDI's?

DDI's help facilitate safer movement for vehicles, pedestrians, and cyclists while increasing throughput.

Safety Benefits:

- Reduces conflict points between vehicles and non-motorists by nearly 50 percent.
- Eliminates many of the most severe crashes, which happen at right-angles.
- Increases visibility for drivers turning.
- Reduces potential of people driving the wrong way on entry ramps.
- Separates non-motorized users (bikes and pedestrians) by routing them through the median or along the sides of the roadway.
- Simplifies crosswalks and involves crossing fewer lanes at a time.

Operational Benefits

- Provides a simple two-phase signal design with shorter cycle lengths (total time for the traffic signal to give a green light for ramp traffic and a green light for the surface street traffic).
- Allows simple left and right turns from all directions.
- Increases the number of left-turning vehicles without the need for additional lanes.
- There is more space between the signalized intersections at the ramps and one less signal.

Cost-Effective Solution

- Reduces the construction cost compared to other interchange forms.
- Requires fewer lanes, and therefore, existing bridges and right-of-way can be utilized.
- Utilizes a smaller project footprint, which means fewer impacts to adjacent areas.

Source: Michigan Department of Transportation (Modernize75.com)

6 – Infrastructure: The Assets & Care of the City

A critical component to Troy's quality of life is the quality of its municipal services.

Excellent water, efficient storm and sanitary sewer facilities, and well-maintained roads are elements that have provided the foundation for Troy's success. For a community of Troy's population and considerable size, providing these services is a vast undertaking.

Infrastructure, such as water and sewer lines, plays a significant role in what can be developed where and must be planned in concert with land use to ensure that the City's capacity matches the City's vision for itself. In other words, planning for highly intensive uses is fruitless if the municipal services in the area are unable to support those uses. The converse is also true; planning for low-density uses in an area where desirable land has ready access to excellent sewer and water service is not practical. Fortunately for Troy, the City has a comprehensive system that allows a great deal of flexibility.

With this in mind, this Chapter will describe significant opportunities and issues related to physical infrastructure and discuss the City's efforts to maintain them. Integral to the discussion of infrastructure is adherence to three key principles: investment, coordination, and innovation. The investment portion of this Chapter will provide an overview of the scope of the City's services and briefly describe how services are currently provided. Coordination will emphasize the importance of planning for infrastructure improvements and address the relationship between land use development and infrastructure. The coordination section will also describe how the City can play a role in regional smart growth based on the strength of its infrastructure. The innovation section will identify and reference concepts to improve current practices with sustainability in mind, and will describe regional initiatives to improve water quality and stormwater management. This Chapter will focus only on the physical assets of the City, and will not discuss the City's public services, such as fire and police protection.

Investment

The City of Troy prides itself on providing the highest quality municipal services. In partnership with the Detroit Water and Sewerage Department (DWSD), the Michigan Department of Environmental Quality (EGLE), and the Oakland County Drain Commission, residents and businesses in Troy enjoy reliable, affordable municipal services.

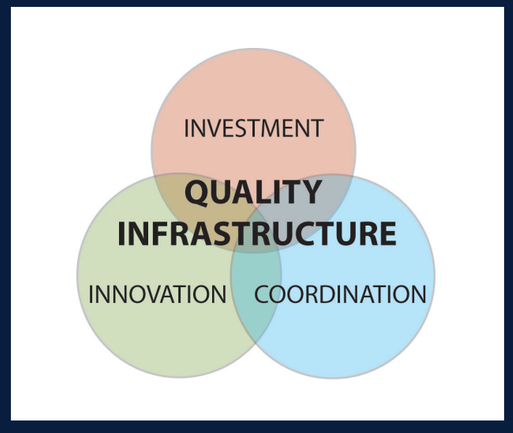
Water and sanitary sewer service in the City are managed by the City's Water and Sewer Division within the Department of Public Works. The Division is responsible for ensuring that the quality of the City's water supply exceeds expectations and that water is always available and sufficient to fight fires.

Troy is one of 126 customer communities who work with DWSD for regional water service. In Troy, there are 550 miles of water main, more than 6,100 fire hydrants, and over 29,000 water meters. Troy residents and businesses use more than 422 MCF of water annually.[1]

1: 2022 City of Troy

“A civilization’s rise and fall is linked to its ability to feed and shelter its people and defend itself. These capabilities depend on infrastructure — the underlying, often hidden foundation of a society’s wealth and quality of life. A society that neglects its infrastructure loses the ability to transport people and food, provide clean air and water, control disease, and conduct commerce.”

United States National Science Foundation, 1995



The Water and Sewer Division is also responsible for monitoring the discharge of wastewater to the Detroit Water and Sewerage Department (DWSD) waste treatment facility.

Stormwater in the City of Troy is managed in partnership with the Oakland County Drain Commission. The City’s Streets and Storm Drains Division investigates residential stormwater issues and maintains the City’s stormwater drainage as regulated by Oakland County Storm Water Permit and the EGLE. In addition to the hundreds of miles of water mains in the City, there are also many hundreds of miles of storm drains, which empty into 134 detention basins and the City’s 6 lakes.[2]

The City of Troy falls within two watersheds. The northwest quarter of the City lies within the Rouge River Watershed, specifically, it is entirely within the Main 1-2 Subwatershed of the Rouge River. The remainder of the City is located within the Red Run Subwatershed of the Clinton River Watershed. The City is served by a complex and extensive network of County Drains and many are enclosed. Major open drains in the City include Sprague Ditch, Sturgis Ditch, Big Beaver Creek, and Gibson Drain.

The Streets and Storm Drains Division is responsible for a network of 370 miles of roads and 520 miles of sidewalks, as well as traffic control devices and signs. Troy is a community that is very tightly integrated with its surrounding communities and, as such, is home to many major regional roads and highways. Many of the City’s major thoroughfares are under the jurisdiction of other agencies, as was demonstrated in Chapter 5.

2: 2007/8 Streets and Drains Budget

Coordination

Management of infrastructure assets must include coordination between jurisdictions. Just as with its natural systems, Troy’s infrastructure is largely part of a regional joint effort. Coordination also refers to that between departments and between boards and commissions within the City’s administration itself.

Troy is a leader in many areas within the region. The City is a center of commerce and is second only to the City of Detroit in the State of Michigan in terms of total property valuation. Consequently, relative to other communities in the area, the City has a low millage rate and excellent property values. This results in a financially stable City prepared to maintain its infrastructure at a very high level.[3]

Regional Smart Growth Development Patterns and Infrastructure Improvements

Given the high quality of Troy’s sanitary sewer, water, and stormwater infrastructure, Troy is able to continue to absorb new development in selected areas. This situation makes Troy unique to other regional communities that suffer from aging infrastructure, facilities already at their maximum capacity, and insufficient finances to update the systems without relying on outside assistance. Therefore, Troy can serve a larger smart growth purpose that extends beyond its own borders in that it can accept a larger regional share of new development than outlying areas in the region.

A national study conducted by the United States Department of Commerce Economic Development Administration (USEDA) showed conclusively that money spent updating or building new urban water and sewer facilities yielded much greater economic benefits than money spent on new systems in largely rural areas. Although construction costs for infrastructure projects in urban locations was slightly higher (1.3 times higher) than those in rural areas, the study concluded that the improvements in urban areas allowed new businesses to create 1.9 times as many new, permanent jobs than those in rural areas. Furthermore, the urban improvements were linked to 2.8 times as much private investment as rural areas realized, and added 2.9 times as much to the tax base as similar improvements in rural areas.[4,5]

With this in mind, it is plain to see that investment in infrastructure improvements in already established communities results in significant economic and smart growth benefits to the region as a whole. Tenet nine of the Ten Tenets of Smart Growth challenges communities to “Strengthen and direct development towards existing communities.” Given the quality of its infrastructure, Troy is in an excellent position to accommodate and absorb new development. This philosophy towards Troy’s position in the regional growth pattern complements findings of the Big Beaver Corridor Study and Troy Vision 2020 to be both strategic and selective regarding growth.

In other words, by accepting a degree of new development and redevelopment, Troy can use its strong position in terms of infrastructure capacity to accommodate a significant portion of the region’s growth. Consequently, Troy can help alleviate pressure on outlying areas.

Coordination Between Land Use Planning & Capital Improvements

Troy’s capital improvement planning is largely done as part of the City’s budgeting process. As part of the Capital Improvements Plan process, the City forecasts needs and plans projects 5 years in advance. Capital improvement planning done as part of budgeting includes planning for roadway, drain, sewer, sidewalk, and water main maintenance and improvements.

In the next 5 years, the City anticipates investing more than 118 million dollars into the continued improvement of its infrastructure.

As noted previously, it is critical that areas planned for additional development be coordinated with capital improvement planning to ensure that City facilities can accommodate the vision for that specific area. Conversely, the City should be aware that spending on infrastructure improvements in some areas may not be a priority, given the recommendations of this Master Plan.

3: http://www.troychamber.com/gli/whytroy.htm

4: United States Department of Commerce Economic Development Administration, “Public Works Program: Perfromance Evaluation

5: Bagli, Fagir, “Economic Impact of Water/Sewer Facilities on Rural and Urban Communities,” Rural America Vol. 17, Issue 4

Innovation

The City has an opportunity to encourage and practice innovative infrastructure design and management, as well as encourage practices that help protect water supplies and reduce the stress on stormwater management, sanitary sewer, and water services. The primary area where the City of Troy can have an immediate impact with regard to environmental sustainability as it relates to infrastructure is stormwater management.

Low Impact Development

Later in this Master Plan, Chapter 7 will include Low Impact Development (LID) in its discussion of environmental sustainability. LID represents design techniques that manage rainfall at the source using uniformly distributed, decentralized techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source.

The primary concept behind LID is that stormwater runoff must be treated as a resource, rather than a waste product to be eliminated as efficiently as possible. Irrigation is perhaps the most obvious use for collected stormwater, but LID includes far more potential techniques for maximizing the potential of runoff. LID techniques generally stress infiltration rather than detention and reduce the dependency on central stormwater systems. By allowing rainwater to infiltrate on site, there are many environmental benefits and often cost savings which result in a reduced need for underground systems. Innovation in stormwater management must be encouraged in both commercial and residential development.

Specific LID techniques include, but are not limited to, the following:

- Use permeable pavers for emergency stopping areas, crosswalks, sidewalks, road shoulders, on-street parking areas, vehicle crossovers, and low-traffic roads.
- Disconnect the downspouts from roofs and direct the flow to permeable pavement or other vegetated infiltration and filtration practices.
- Use multi-functional open drainage systems in lieu of more conventional curb-and-gutter systems.
- Use green roofs for runoff reduction, energy savings, improved air quality, and enhanced aesthetics.
- Landscape with a rain garden to provide on-lot detention, filtering of rainwater, groundwater recharge, and to reduce runoff volume.
- Redirect the flow from gutters and downspouts to a rain garden or retain rooftop runoff in a rain barrel for later on-lot use in lawn and garden irrigation.
- Combine rain gardens with grassed swales to replace a curb-and-gutter system.
- When parking demands do not dictate, build narrower residential streets or restrict parking and sidewalk areas to one side of the road rather than both. Replace the space gained with pervious areas, bioretention (planted areas designed to retain and filter runoff), or vegetated channels.
- Use a linear bioretention cell in the highway median to treat runoff.[6]

Water Quality

The limitation of contaminants which ultimately enter the water system is the best way to ensure that water supplies will remain clean and viable. This is an area where SEMCOG has invested a great deal of energy locally and which the City of Troy can play a large role. SEMCOG's "Seven simple steps to clean water" is an example of a successful approach to limiting water supply contamination at its source. This program is designed to educate individuals about basic techniques that they can adopt in order to help limit pollution. They include:

1: Help keep pollution out of storm drains: Sweep, rather than hose off your driveway, and keep storm drains clean.

2: Fertilize sparingly and caringly: Use fertilizer with low or no phosphorus, allow your lawn to remain taller, and prevent fertilizer from getting on the driveway or other impermeable surfaces, where it is likely to be swept up in runoff.

3: Carefully store and dispose of household cleaners, chemicals, and oil: Practice responsible disposal of potential pollutants.

4: Clean up after your pet: Practice appropriate pet waste disposal by using refuse containers or by flushing material down the toilet.

5: Practice good car care: Wash your car on the grass or go to a car wash facility, where dirty water is treated before it is allowed to leave the site.

6: Choose earth friendly landscaping: Choose native plants, use mulch around the base of trees to retain water, and be conservative with watering and irrigation.

7: Save water: Collect rainwater for irrigation or use less water generally for lawns and other plants.[7]

6: Low Impact Development Center, www. lid-stormwater.net

7: www.semcog.org/OursToProtect

7 – Green City: Responsibility to Natural & Energy Resources

Every level of government bears responsibility for the protection of the natural environment.

The United States Government sets policy and protects national resources, like the national parks and other important wildlife refuges. The State of Michigan regulates wetlands and sets uniform statewide policies for the protection of critical Michigan resources. The State also empowers local units of government to establish laws to protect those resources in their own front yards. Local units of government are the front line of environmental protection and natural resource conservation. This Chapter will establish the philosophy of environmental sustainability in Troy, framed around a series of policies designed to make the most of the tools available to the City.

Troy is characterized as a vibrant and engaging place to live and work, where environmental and ecological resources play a role in creating a community that will draw the best workforce in the region. Troy can be an environmental leader, demonstrating to others how to grow while embracing its natural resources and making wise use of energy resources. As discussed in Chapter 2, sustainable cities integrate the concepts of sustainability into policies covering social, economic, and environmental topics. Troy and its citizens can use the community's environmental resources responsibly without compromising the ability of tomorrow's residents to meet their needs.

Preservation and Enhancement of Existing Natural Features

Economic growth and environmental preservation are elements that are commonly perceived as two forces that must be at odds. However, environmental considerations have the ability to enhance economic development. Efficiency reduces the cost of products and services, and preservation of natural features increases the value of developed properties.

The City of Troy is nearly built out. However, the City manages over 900 acres of parkland. Some of the existing park land is used for active recreation areas, and some is maintained as natural areas for passive recreation and general open space. The City's current Parks and Recreation Master Plan identifies these City-owned properties and provides a brief description of each.

Development and Natural Feature Preservation

The value of home sites adjacent to open space, parks, wetlands, greenbelts and other green amenities is greater, all things being equal, to similar sites not adjacent to such amenities. A report published by the Metropolitan Council, a regional planning agency for the Twin Cities of Minneapolis and St. Paul and surrounding seven-county metropolitan area, showed a conclusive positive impact of open space on residential property values.[1]

In addition, preservation of the existing natural systems can reduce infrastructure costs. For example, the preservation of woodlands and open space reduces the amount of stormwater infrastructure necessary to accommodate the site's runoff. Clustering of home sites is another preservation technique that reduces costs in that the developer does not need to unnecessarily extend underground infrastructure to accommodate a more sprawling site layout. The reduction of infrastructure costs results in a greater return on investment.

1: http://www.metrocouncil.org/Directions/development/dev2006/OpenSpaceStudyNov06.htm

Low Impact Development

Low Impact Development (LID) represents a different way of thinking about stormwater. It is a series of design techniques that manage rainfall at the source using uniformly distributed, decentralized techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source.

Under LID, stormwater runoff is not a waste product, but a resource. For instance, LID techniques such as cisterns and rain barrels use collected rain water for irrigation, or as gray water for toilet flushing. LID also advances the idea that almost all elements of a site plan (open space and built features) can be used for stormwater control. For instance, the parking lot can be made out of porous pavement. When stormwater drains through the pavement, it recharges the groundwater. Similarly, rooftops can be used as planting areas, soaking up rainwater and reducing runoff.

LID techniques often cost less to construct than traditional closed designs. Case studies conducted by the Low Impact Development Center show a 25-30 percent reduction in site development costs over traditional techniques. One reason for the lower costs is that LID techniques keep stormwater on top of the ground, rather than building the infrastructure underground to handle stormwater. Another reason is that small infiltration areas are generally less expensive to construct than one large detention area, particularly if the site is designed to limit the amount of stormwater generated by impervious surfaces.

Low Impact Development Center, www.lowimpactdevelopment.org

Encouraging natural feature preservation can be accomplished through ordinance regulations or guidelines that ensure the least amount of impact on a site so that it continues to function at its pre-development level. This can be done by limiting disturbance, imitating natural systems with built replacements, and mitigating the reduction in vegetation and infiltration when the land is covered with impervious surfaces. These design techniques are called Low Impact Development (LID) techniques. While these techniques generally concentrate on stormwater management, they also help preserve existing natural features, like woodlands, that contribute more to the community than just absorbing stormwater runoff. Troy does not have wetland or woodland protection ordinances in place.

The City of Troy must engage its neighbors to preserve features that cross more than one jurisdiction, such as a wetland system or watershed. Natural features provide significantly more benefits if they are maintained in larger units, such as a complex system of woodlands, wetlands, and rivers or streams. These larger, connected systems are more successful at maintaining their ecological integrity. The less fragmented natural features are, the higher quality they remain.

Urban Redevelopment

Troy Futures suggested several development methods that will influence natural feature preservation within the City. Villaging, for instance, will act to cluster commercial and cultural services in higher density locations within the community. This, in turn, will allow the few remaining greenfields, or undeveloped areas, to be less densely developed, enhancing the possibility of natural feature preservation on these sites.

For the remaining undeveloped parcels, emphasis should be placed on preserving any existing natural features to the greatest extent possible, clustering in already cleared areas of each site, and ensuring that open spaces are contiguous with adjoining open spaces.

Redevelopment of obsolete or underutilized properties provides opportunities to restore or recreate vegetated communities that enhance the site's ecological value. While not completely natural systems, tree plantings mimic woodlands or native wildflowers plantings that simulate a meadow can be aesthetically pleasing and provide environmental benefits. For instance, one LID technique is to plant deep rooted plants, such as tall grasses typically found in a prairie. The root systems of these grasses grow up to 8 feet deep, and as they grow and die, they provide tiny waterways through the soil that improves infiltration of stormwater runoff. While these techniques would provide benefits in any situation, they could be especially effective in the case of a redevelopment property.

Brownfield Redevelopment Authority

The City Council established the Brownfield Redevelopment Authority in 1999, expressing Troy's interest in redeveloping brownfield and other idle or underutilized sites in the City. The Brownfield Redevelopment Authority can offer financial incentives for cleanup and redevelopment or for demolition of functionally obsolete buildings in the form of Tax Increment Financing (TIF) reimbursements.

TIF Reimbursement: The Brownfield Authority may capture the incremental real and personal property tax revenues generated by a developer's project to pay for eligible environmental clean up and contamination prevention incurred on the property.

Single Business Tax Credit: A tax credit of 10 percent up to ten million dollars is available for an owner or operator of a facility for capital and equipment expenditures for redevelopment.

The Troy Brownfield Redevelopment Authority has assisted in the redevelopment of sites throughout the community. Its first project was the redevelopment of the former Ford New Holland Tractor Plant at the southwest corner of Maple Road and Coolidge Highway. The site, which sat underutilized for nearly a decade because of liability and other issues concerning contamination, is now know as Midtown Square, a $200 million mixed use development boasting 600,000 square feet of retail space and 285 residential units.

Benefits of Brownfield Redevelopment

There are obvious environmental benefits to cleaning up brownfield sites in a community. These actions create a cleaner and safer environment, reducing risks to public health, safety and welfare, and other benefits:

- Redeveloping a brownfield site transforms property that is most likely not generating substantial tax revenues to a property that contributes to the local tax base, eliminating an opportunity cost. Also, by not redeveloping brownfields, they could potentially have a depressing effect on property values, leading to further tax revenue loss.
- Idle properties that were once viable businesses do not contribute to the job base. Turning them over for new, productive uses creates new job opportunities.
- It is likely that brownfield sites have the infrastructure in place to serve a new land use. This can represent a substantial savings by a community or developer compared to building on a green field site.
- Re-using property in urban areas decreases development pressure in green fields, which in turn, increases the opportunity to preserve open space and combat urban sprawl.

Brownfield Redevelopment Guide; Consumers Renaissance Development Corporation; 1998.

Redevelopment Incentives

Ordinance regulations are the first line of environmental stewardship in many communities. However, there are other ways of encouraging sustainable development. The following incentive-based techniques encourage sustainable development:

- Fee adjustments for infill housing: Riverside, California waives certain fees, such as grading permit fees and water distribution fees, if the property being redeveloped meets the definition of residential infill.[2]
- Smart Growth Zone: Developments in Smart Growth Zones in the City of Austin Texas are charged reduced fees for zoning, subdivision, and site plan applications, and for water and wastewater capital recovery fees.[3]
- Primary employer incentives: Incentives such as application fee waivers, utility and transportation improvements, streetscape improvements, and expedited processing of development applications are offered by the City of Austin, Texas to guide large employers to the Desired Development Zone. These types of employers generate significant levels of growth, both within their specific project and in the surrounding area.[4]
- Built Green Program: In partnership with local counties and builders, the City of Seattle promotes best known practices in energy, air quality, stormwater management, and water efficiency to give homeowners added value and home builders a competitive advantage. To stimulate growth in Built Green-certified homes, the City launched a design competition, and highlighted winners on their website.[5]
- Green Review Track: King County, Washington, offers a dedicated "Green Track" for green buildings and projects that incorporate Low Impact Development techniques. Proposals on this track are assigned to a green team, composed of County staff with expertise in green development practices. Staff provides assistance to customers on sustainable development techniques including green roofs, alternative energy systems (solar, wind, geothermal), rain water collection, resource efficient framing, recycled materials, and Low Impact Development site design. Green developments follow a customized review schedule with a single point of contact.[6]

Transportation

Methods to reduce the dependence on the automobile were introduced in Chapter 5. Improving opportunities for non-motorized transportation, transit-oriented development, mixed-use, and technological pathways will contribute to the changing mobility needs of Troy.

Green Building

There is an emerging, global trend to encourage the development of environmentally sustainable buildings and neighborhoods. Commonly referred to as "green building," this trend has been fueled by numerous organizations who have worked to develop standards around which architects and builders can design their projects. The most prominent of these groups is the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program.

The LEED rating system was originally designed for individual buildings. LEED Certification can be achieved through the use of green techniques applied to new construction or renovations to existing buildings, including historic structures. Over 4,000 buildings have either already been LEED certified or are registered and going through the certification process in the U.S. Michigan has almost 200 LEED-certified buildings including office buildings, university buildings, churches, nature centers and private residences.

Many green buildings across the country have been completed because the owner was self-motivated, based on the benefits those buildings enjoy. However, communities can also develop incentives to encourage green buildings and green site design techniques. Incentives could include property tax credits, tax abatement and tax exemptions, density bonuses, expedited permit review, and waiving of permit fees.

In Troy, several notable green buildings have gained regional notoriety. The Kresge Foundation, highlighted on this page, is a model of green development located on Big Beaver Road. Walsh College is also adopting a green building philosophy. The College's 15 million dollar expansion at the Troy Campus will seek LEED Certification by choosing recycled or environmentally sensitive material, incorporating rain water harvesting for irrigation and other uses, and using design techniques to capitalize on solar energy for heating.

Troy is also home to the first previously existing building in Michigan to earn LEED Certification. Bank of America's facility in Troy earned gold status due to its use of many environmentally-friendly technologies. The Bank of America facility has the second largest green roof in Michigan, over 53,000 square feet in area. The building also uses heat generated from the computer servers to warm the building, heat water, and melt snow. Other features include the use of underground well to provide water to the decorative fountain, whose wastewater is used to irrigate the landscaping and pull heat from the building during hotter periods.

In addition to LEED, the National Association of Homebuilders have developed their own, voluntary certification program for residential construction, which the Michigan Association of Homebuilders have adopted as part of their program known as GreenBuilt. GreenBuilt is a program intended to allow Michigan homebuilders to create more sustainable home developments that are energy efficient and more respectful of natural resources. The GreenBuilt program requires that all members who elect to secure GreenBuilt status attend a 3-hour GreenBuilt training session. GreenBuilt also provides professional assistance to members.[7]

In Troy, the Cedar Pines of Troy project is the only entirely GreenBuilt project in southeast Michigan. This project includes homes that are designed to use 52 percent less electricity, 54 percent less natural gas, and 46 percent less water. The development also features homes with dual flush toilets, rain water harvesting, low flow faucets, renewable flooring materials, no VOC Paints, trim made from sustainable forests and plantations, high efficiency dual stage furnaces, high efficiency water heaters, and photovoltaic solar cells.[8]

Other green development techniques are reflected in projects such as Caswell Town Center, which incorporated innovative stormwater management techniques.

Urban Form and Neighborhood Design

Neighborhoods can be designed to reduce energy consumption by providing opportunities for shorter vehicle trips and the use of alternative forms of transportation. Some techniques include the locating of residential units near neighborhood shops and existing utilities, the provision of bicycle and transit facilities, and proximity to schools and parks.

The U.S. Green Building Council is piloting a program for energy-efficient neighborhoods. The LEED Neighborhood Development Pilot Program includes many site design techniques that preserve natural features, habitat, and open space, such as:[9]

- Limit parking to encourage people to use alternative methods of transportation, like walking or bicycling.
- Promote local food production to minimize the impacts of transporting food long distances. Farmer's markets allow such goods to be sold locally.
- Use energy saving technology for infrastructure needs such as street lights, water, and waste water pumps.
- Capture and use stormwater runoff and use in place of potable water for irrigation and toilet flushing.
- Use recycled concrete and asphalt for roadways and parking lots.

2: www.riversideca.gov/planning/infill.htm
3&4: www.ci.austin.tx.us/smartgrowth/sgincentives.htm
5: www.seattle.gov/dpd/GreenBuilding/OurProgram/DesignToolsStrategies/BuiltGreen/default.asp

6: http://www.metrokc.gov/dnrp/swd/greenbuilding/

7: www.greenbuiltmichigan.org

8: Wake-Pratt Construction Company
9: Pilot Version, LEED for Neighborhood Development Rating System, U.S. Green Building Council

Sustainable Design Projects (SDP)

Troy's SDP program promotes environmentally sustainable and energy efficient design and development practices for the construction of new and the rehabilitation of existing buildings and sites within the City. It is a voluntary option that encourages property owners to incorporate features designed to minimize the adverse impacts on the environment.

There are numerous categories from which the applicant can seek relief, including lot coverage and front yard parking. Each category has specific design measures that must be met to qualify as a Sustainable Design Project. The design measures offset the effects of granting relief. For example, to offset the relief granted to exceed lot coverage, the applicant could provide measures related to stormwater quality control, stormwater quantity control, and reduction of the heat island effect.

An example of an approved and constructed SDP project is 966 Livernois. The applicant, O'Brien Construction Co. Inc., sought to construct four front yard parking spaces in the IB Industrial and Business Zoning District. To offset the effects of the impervious parking spaces, the applicant provided the following improvements:

- Rain garden and swale
- Underground storage tank to capture rainwater runoff from roof
- Runoff from garage captured in rainbarrels
- Exterior lights on timers

The applicant met the three Prerequisite Measures (Stormwater Quality and Quantity and Light Pollution) and one Qualifying Measure (Water Efficient Landscaping).

City Demonstration Projects

Many of the ideas presented in this chapter for environmental preservation and energy efficiency are long-term techniques. However, there are many initiatives the City can accomplish relatively quickly to communicate its commitment to the environment. These "next steps" will engage citizens and inspire community members to think about the environmental issues Troy is facing.

What is LEED?

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED gives building owners and operators the tools they need to have an immediate and measurable impact on their buildings' performance. LEED promotes a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality. LEED provides a roadmap for measuring and documenting success for every building type and phase of a building lifecycle.

United States Green Building Council, www.usgbc.org

Hands-On Projects

One way to foster a bond between residents and a particular natural feature, such as a wetland or stream, is to get them involved in a hands-on restoration or clean-up project on City-owned properties. Once people have been introduced to the plants in the ecosystem, and the function that those plants play, they have a greater understanding and appreciation for that place. Hands-on projects give residents a chance to learn about the ecosystems in the City. Once the project is complete, interpretive signage should be installed to describe the "why," "what," and "who" of the project.

Maintenance of Parks and Recreation Facilities

Another relatively short-term effort is to ensure that the City staff maintain parks and natural areas in an environmentally friendly way. New alternatives for maintaining turf, ball fields, roadways, and other elements of City parks are now available. Better practices ensure that facility maintenance does not negatively impact adjacent wetlands or other natural features. A regular evaluation of how City activities are done should be considered in light of natural feature preservation objectives. If practices do change, interpretive signage can be used to inform the public of changes to a park's visual appearance.

Planting Trees

Climate change and stormwater management are two important environmental topics. One common thread between these two is the impact trees have on each. Trees sequester a large amount of carbon. For example, a 2.5 acre Oak woodland can sequester about 3 tons of carbon in one year. Trees also intercept and absorb a large amount of stormwater. A typical woodland can absorb 20,000 gallons of rain in one hour through holding water on its leaves and trunk, absorption into the tree, and absorption into the deep leaf litter on the woodland floor.

The City can lead community planting programs and encourage additional trees with incentive techniques in the Zoning Ordinance.

Planting trees can be an annual community event that is also relatively inexpensive. The City is now working with the Alliance of Rouge Communities (ARC) to conduct a City-wide tree canopy survey using City Green software to quantify and evaluate the City's urban forest.

KRESGE FOUNDATION HEADQUARTERS

Kresge Foundation

In 2006, the Kresge Foundation has completed renovations to its headquarters in Troy in 2006 and 2015, which include the addition of a new a series of environmentally friendly site improvements. The project also restored 19th Century farm buildings on the 3 acre site. The use of green roof materials, geothermal wells, and recycled materials help the facility function efficiently. The Kresge Foundation is one of the top 20 largest private foundations in the U.S. The Kresge Foundation advances its mission to promote human progress by expanding opportunity for people with low incomes in America's cities. A staff of over 100 employees work to expand opportunities in America's cities for people with low incomes through grantmaking and social investing nationally in arts and culture, education, environment, health, human services and placed-based work in Detroit, Memphis, New Orleans and other parts of the country. (see https://kresge.org/about-us/careers/) .

Source: www.worldarchitecturenews.com

LEED Across Michigan

Michigan is a national leader in the area of green building. As of 2013 there are 410 LEED certified projects in Michigan. West Michigan is especially successful in its encouragement of green building. In fact, the City of Grand Rapids has been recognized by the U.S. Green Building Council as a national award-winner in green building. Grand Rapids has more square footage per capita of LEED certified buildings than any other city in the United States. The City itself lead the way with the development of its own new LEED certified Water and Environmental Services Facility, which uses 23 percent less gas and 35 percent less water than similar buildings of its use and size.

Private industry in Grand Rapids has also taken the green building initiative seriously. Steelcase and Herman Miller have voluntarily followed environmentally safe procedures for manufacture of furniture and Crystal Flash, a gasoline station chain, has begun offering biodiesel on a more widespread scale.

These and other Michigan companies, including large corporations like Ford, have begun to realize the benefits to green building in more ways than one. Not only do these companies realize actual savings in terms of building maintenance and energy use, but they also contribute to their public image by encouraging environmental stewardship.

Michigan Business Report; Michigan Economic Development Corporation, Volume 5, Issue 2, 2007

Waste Reduction

While the City has an extensive recycling program for its residents, the City could also institute a waste reduction program for its own operations. Waste reduction makes good business sense because it saves money through reduced purchasing and waste disposal costs. The US Environmental Protection Agency has a program called “WasteWise” that provides free technical assistance to help develop, implement, and measure waste reduction activities.

Adaptive Reuse

The economic impacts of the Covid-19 Pandemic, particularly the office market, continue to play out over time. Many zoning districts in Troy permit flexibility in the use of space, including the repurposing of offices into residential buildings. In October, 2022, the Planning Commission granted Preliminary Site Plan Approval to Forum Flats, a 200-unit multi-family development on Kirts Boulevard. This project included the conversion of a vacant 3-story office into 90 apartments. In addition, the development included two new 4-story, 55-unit apartments. This project had the effect of replacing underperforming office space while adding 200 new housing units to the market. This adaptability is important as Troy continues to evolve.

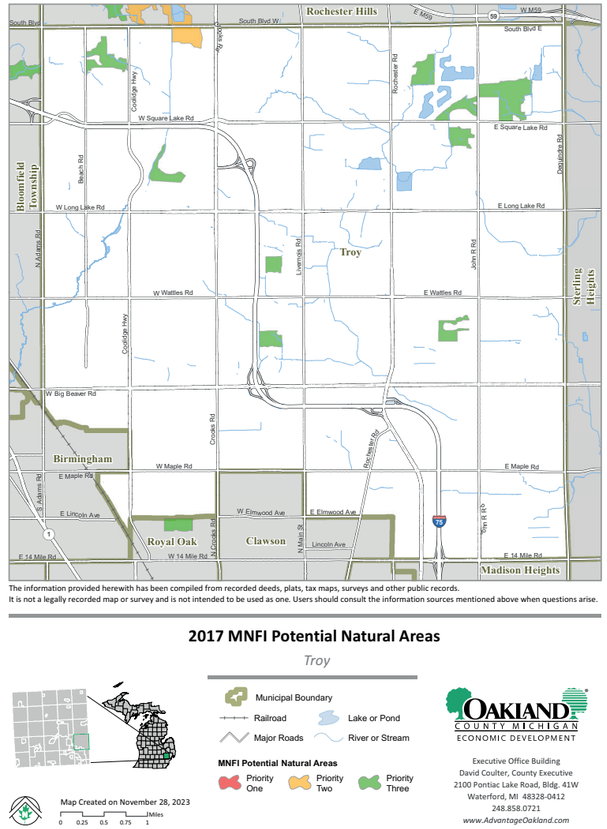
The City should also continue to identify opportunities for adaptive reuse of obsolete properties within its own facilities network. A good example of City-initiated adaptive reuse is the creation of the Sanctuary lakes Golf Course from a former landfill site. This 18-hole golf course is a critically acclaimed asset to the City and makes use of challenging property to create a significant asset for the community.

Natural Features Inventory

The Michigan Natural Features Inventory has been documenting and tracking the location and condition of Michigan's rare species and habitats for more than 40 years. The program is now run by the Michigan State University Extension since 2000.

In 2017, MNFI prepared an update for Oakland County. Portions of Troy have been designated as Priority II and Priority III areas. Most of the areas in the MNFI data are located along waterways or related to floodplains that are part of the Gibson Drain, Lane Drain, or Ferry Drain systems that are tributaries to the Clinton River. Additionally other sites are located along the River Rouge watershed tributaries and floodplains within the city.

The MNFI and Oakland County examined each natural area based upon specific scaled criteria to prioritize sites. Criteria included size, stream corridor, landscape connectivity, restorability of surrounding lands, vegetation quality, parcel fragmentation, and number of known rare species and natural communities. Based on scored criteria, sites were ranked high (priority I), medium (II), and low (III) for priority protection status.



For more information please visit:
https://www.oakgov.com/home/showpublisheddocument/494/638027377124100000

Electric Vehicles and EV Charging Stations

Electric vehicles offer an alternative to gasoline and diesel-powered vehicles. The benefits of electric vehicles and EV infrastructure include reduced air pollution and noise and reduced expenditures on gasoline. As the automobile industry ramps up efforts to produce more electric vehicles, EV infrastructure must also expand.

The Southeast Michigan EV Resource Kit and Planning Hub gives local communities and stakeholders quick access to key data and background information, the current status of infrastructure and deployment, funding opportunities, and local case studies and best practices. The EV Hub will be updated and expanded as needed to address emerging issues and respond to changes in technology, the market, grant programs, laws and regulations, state and federal Policies, and requests and recommendations from communities, organizations, educational institutions, and other stakeholders.

The Hub maintains real time data related to publicly accessible charging locations by community. As of November 23, 2022, Troy had the most EV charging stations in Oakland County with 21. Zoning is not a barrier for the construction of EV charging stations in Troy. EV charging stations are permitted by right on any property, subject to review and approval of appropriate permits including electrical permit. (Source: SEMCOG, Electric Vehicle Resource Kit & Planning Hub).

8 – People: Planning a Community for All Ages & Stages

Since 2008, Troy's housing market has changed dramatically.

While the focus on "Urban Villages" and promoting mixed use residential has been a positive force on the market, the foreclosure crisis, economic recession, and the pandemic had serious consequences for homeowners and housing developers. What did we learn in the last 15 years? When change is the only constant, diversity is the City's key to success.

A diverse mix of housing types is essential to meeting the needs of current residents, while attracting new households to the community. The City of Troy is a leader in the Knowledge Economy and should continue to meet the needs of this young, ambitious workforce by providing desirable entry level housing options. The City is also a leader in public education, recreation amenities, and community services; such quality of life factors make Troy an attractive community for families and empty nesters. Housing diversity provides a mixture of housing options that allows people with different housing needs to be able to live in Troy and remain when their needs change. This requires a diversity of housing types at a range of price points, available to rent or own.

The City should continue to protect homeowners and the character of residential neighborhoods, while providing new opportunities and greater housing flexibility. Supporting missing-middle and other multi-family housing options as infill development will allow residents to transition through the various housing types while staying rooted in the Troy community.

This Chapter will analyze the changing nature of Troy's population and compare certain local demographic and housing trends to regional and national trends. Household size, age, and other characteristics of the population will be used to make recommendations designed to improve the utility of the City's housing stock as well as other community elements to meet the changing demand.

The driving force behind many changes Troy will experience is changing characteristics of its population. The median age of Troy's population has increased and according to SEMCOG, by 2045 over 22% of the population will be over 65. While the City will remain very attractive for families, both the younger and older population will desire a community that looks somewhat different than the current one.

Changing demographics can have the most profound impact on housing. A mix of housing types allows communities to retain existing residents while attracting new residents. The supply of entry level housing and housing which allows aging residents to "age in place" must be proportional to the population of those potential buyers. In a community that is also seeking to position itself as a leader in the Knowledge Economy, the most desirable housing to attract a younger workforce must exist at a variety of housing values in order to capitalize on other quality of life factors in the City. In other words, the City must strive to have the right housing for the right workforce at the right time, all without jeopardizing the previous generation's ability to continue their life in Troy.

A healthy and livable city is also one that provides a variety of elements that contribute to a high quality of life including; economic and education opportunities; access to cultural, religious, recreation, shopping and entertainment resources; quality built and natural environment; and the ability to have a safe and healthy lifestyle.

Housing Options in Troy

Ranked as one of the “Best Places to Live” in America in 2012, the City has become a desirable place to call home for people of all backgrounds (CNN Money, 2012). As the greatest challenge to long range planning for housing, a changing population involves taking account of the existing housing stock in the City and understanding in what areas it could be augmented to meet the anticipated changes in demand based on population trends and characteristics. For many years, Troy has been a magnet for families. Excellent schools, a safe environment, and attractive amenities have made Troy a very desirable place to live. The characteristics of the population have also driven the housing stock. As depicted in Figure 8.5, housing in Troy is overwhelmingly single-family detached.

There are several critical themes facing the City with regard to housing. First, national trends and local projections indicate that the residents of Troy are aging. As people mature, their needs change with regard to housing as a result of changes in employment, household size, mobility, income, and personal needs. Secondly, the City desires to encourage homeownership and must therefore be concerned with ensuring that high-quality but affordable housing options are available. Finally, as the City labors to provide modern amenities and foster a globally recognized center for knowledge economy businesses, it must ensure that this workforce finds Troy to be rich with the best housing options in the region.

Nothing in this plan is intended to change the overwhelmingly single family nature of the community. However, changes in the age and characteristics of the population will influence the characteristic of the housing stock. Large three and four bedroom homes appeal to families, but may not be ideal for seniors, young professionals, or small families.

Plans for the future must include a variety of housing options for both a younger workforce as well as an aging population.

Housing an Aging Population

The next generation of older adults is one with a new perspective on aging, one that includes being physically active, staying close to family and friends, moving into a new second career, pursuing education, or accomplishing a lifelong dream. Given the expected shift in the City of Troy’s population, this Plan must address how the housing needs of active seniors will be met. It is important to note that population age shifts and the resulting housing demands are largely cyclical, though not necessarily consistent from cycle to cycle. Many of the concepts described here also provide options both for a younger population as well as persons with disabilities in Troy.

Where the previous generation of older Americans may have aspired to live in a resort-style destination community, today’s active seniors are staying active longer than ever before.

To that end, there is an overwhelming desire of the “over 65” population to age in place. Given the complications, limitations, and expense in retrofitting existing homes to meet the needs of an aging tenant, many homes no longer remain practical as the homeowner ages.

Promoting an Aging in Places strategy will more fully address the full complement of the needs of an aging population. While Aging in Place is the preference of the vast majority of seniors, there can be limitations in fulfilling every need. Active seniors are looking for a rich social environment, walkable neighborhoods, and access to needed services in addition to living in a comfortable home. A full environment for active seniors can be created by addressing housing, well being, and social engagement needs on a more complete basis.

“Universal Design” and “Visitability” are first steps towards making a community and its housing more inclusive and one which can empower a homeowner to age in place. Universal Design is a broad concept which involves design products and spaces so they can be used by the widest range of possible users. Coined in the 1980s, the term “visitability” is used to describe a few basic, affordable design options which broaden the equity in housing accessibility without necessarily stressing full accessibility for persons with disabilities, or older adults: These design elements are far more important to the functionality and safety of a home than many traditional full-accessibility standards, such as lower mirrors and sinks, etc. These features are critical to even permit the entry of a disabled or aging person into the structure. The elements include:

- At least one no-step entrance;
- All doors and hallways wide enough to navigate through with a walker or wheelchair; and,
- A bathroom on the first floor big enough to get into in a wheelchair and close the door.

In any new development or redevelopment, designers can easily gain a wider market by thinking about access and visitability at the concept phase. The visitability movement argues all new homes should be made visitable, which allows for them to be more easily converted to full-accessibility for an aging resident or to a resident with disabilities, and to provide for increased mobility for all persons, and therefore increased social equity. The proponents of visitability argue that if only those homes occupied by disabled or older adults are designed for visitability or full accessibility, that housing suitable for aging in place of older adults will be effectively cut-off from the mainstream public.

For those residents desiring a more structured housing situation or those that need a higher level of care or assistance, a wide variety of housing products are available. Traditional age-restricted multiple-unit senior housing developments continue to thrive in communities across the United States. Assisted living and nursing home care centers, which can provide different levels of care from basic assistance to full dementia care, are also growing.

Today’s Seniors How they are different

- Living longer
- Highly educated
- Diverse
- More single living arrangements
- Wealthy but with debt
- Remaining in workforce
- Technologically savvy
- Physically active

Key Findings of Boomers and Shakers Forum

Most of the participating residents are likely to remain living in Troy as they age. Many noted the high quality of life living in the City. For those that identified that they are likely to leave Troy, the most listed reason was a lack of housing option and a lack of transportation options. Underserved senior housing options and a need for increased public and dedicated senior transportation options was a common discussion point of the Forum.

The most identified underserved housing type was senior-friendly housing such as smaller, single-family homes, condominiums, or apartments with first floor master bedrooms. Housing affordability was listed as a significant housing limitation. Many remarked that they are on a fixed income and cannot afford a $400,000 house/condo. They noted that affordable, smaller housing options are difficult to find in Troy and the City should push development of those types.

Missing Middle Housing

In order to capitalize on the quality of life elements that this Plan suggests to create a lively and vibrant community, the City must also have the right housing to retain and attract the changing population. Mobility and proximity between civic elements, quality parks, shopping, dining and other amenities is critical, but what is even more critical is the proximity of those elements to innovative new housing.

Kitchen with accessible countertop, sink and storage. Source: I&E

Over 125,000 people work in Troy every day, but only about 12,000 of those people reside in the City. The City must identify ways to capture more new residents from this critical group. Two factors contributing to this phenomenon could be the cost barrier and the availability of innovative housing styles. The predominant housing type in the City of Troy (73 percent) is a single-family detached home. Twenty-percent of units are multi-unit apartments with the remaining 7 percent being one-family attached homes or duplexes and townhomes.

While most people characterized as part of knowledge economy workforce benefit from rising incomes and a great deal of investment mobility, not all members of this valuable demographic have the means to buy into new housing. Many members of this workforce will be first time homebuyers.

With average median home values above $300,000, many new home buyers, young familes, and senior are priced out of the market. The increase in housing costs is attributable to new construction, the increased popularity of the City of Troy as a residential and business setting within the metropolitan Detroit community, and general rises in housing costs within southeast Michigan.

With new white-collar business also comes a need for additional service industry businesses, which require a high-quality workforce themselves. Many members of the service workforce are priced out of communities they work in and must commute into places like Troy.

There is a mismatch between the current housing stock in Troy and both the characteristics and desires of the population. There is increased preference for living in a walkable environment, near shopping and parks. The solution is found in building neither large single family homes nor traditional multiple family apartments.

The type of housing option that is lacking in Troy is the “Missing Middle.” Missing middle housing is composed of smaller single family homes, duplexes, fourplexes, lofts, townhouses, mid-scale apartments, and live-work units. Missing middle housing achieves moderate density that can be appealing to both younger and older populations. Missing middle housing offers a range of multi-unit or clustered housing types compatible in scale with single-family homes.

High quality entry-level housing does not necessarily mean subsidized or public housing. Housing becomes affordable when supply and demand for different housing types are balanced. For instance, if a majority of housing units in a community are small lot, small square footage, older homes, the few large, new homes with property may be all the more desirable, and vice versa. Conversely, if a community is exclusively single family detached homes and the only attached units are downtown luxury condominiums with 2,000 or more square feet, entry-level housing becomes scarce and the market for it becomes competitive.

In order to combat this in Troy, the City must encourage a variety of housing types to allow for a balanced housing stock. Smaller units for sale in newer developments allow for new homebuyers to invest in the City without a high cost barrier for entry.

Visitability Standards

The concept of “visitability” emerged in the 1980s and has been a growing trend nationwide. Some of the states and localities that have already incorporated visitability standards include Naperville, Bollingbrook, and Champagne, Illinois, Atlanta, Vermont, Texas, Kansas, and Arizona. The term refers to single-family housing designed to be lived in or visited by people with disabilities.

(http://www.accessiblesociety.org/topics/housing/visitability)

The Seven Principles of Universal Design

1: Equitable Use: The design is useful and marketable to people with diverse abilities.

2: Flexibility in Use: The design accommodates a wide range of individual preferences and abilities.

3: Simple and Intuitive Use: The design is easy to understand, regardless of the user’s experience, knowledge, language skills, or current concentration level.

4: Perceptible Information: The design communicates necessary information effectively to the user, regardless of ambient conditions or the user’s sensory abilities.

5: Tolerance for Error: The design minimizes hazards and the adverse consequences of accidental or unintended actions.

6: Low Physical Effort: The design can be used efficiently and comfortably and with minimum fatigue.

7: Size and Space for Approach and Use: Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user’s body size, posture, or mobility.

When Places are Created, an Integrated Picture Looks Like This:

Creating an Aging in Places Framework for Troy

Aging in Places has three spheres:

Housing

Where We Live
- Home
- Neighborhood
- Community

Social Engagement

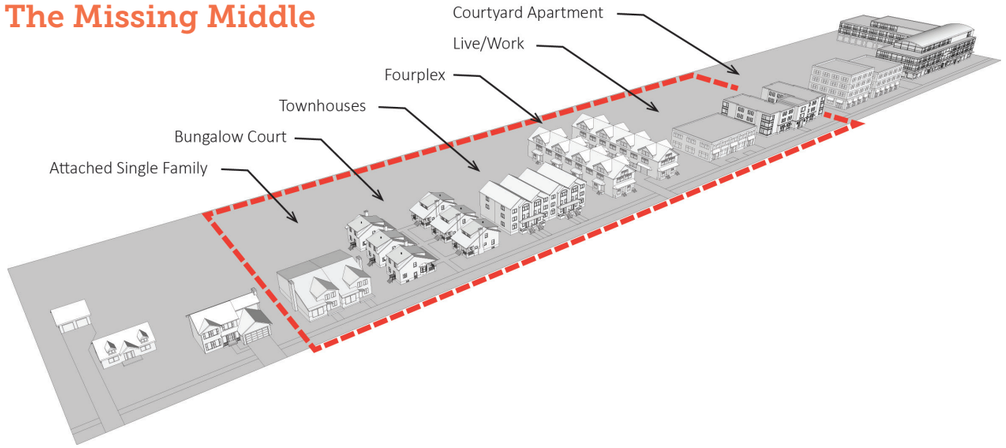
Who We See
- Social Relationships
- Places of Worship
- Formal/Informal Clubs

Wellbeing

Our Well-Being/ Daily Living
- Mobility
- Health/ Medical Services
- Finances

"Missing Middle" Housing can include attached single-family, fourplex, townhome, live-work, or apartment.

The Missing Middle



Characteristics of Missing Middle Housing

- Walkable context and sense of community - location within an area which is in walking distance of services and amenities is essential. Sense of community is created through shared community space, either within or in close proximity to the development.
- Transitional density - The Missing Middle Market offers an opportunity to create housing at densities which fall between traditional single family and multiple family. Introducing a mixture of design and styles can reduce the perception of density.
- Smaller, well designed units - Combined with smaller footprints, there is a strong emphasis on quality and efficient use of space.
- De-emphasizing parking - Providing too much parking on-site defeats many of the efficiencies to be achieved. Again, location in a walkable environment, preferably near transit, can reduce the need for on-street parking.

(Source: Dan Parolek, blog post, Apr. 3, 2012, Better Cities and Towns)

Targeted Locations in Troy for Missing Middle

- Neighborhood Nodes
- Maple Road
- Big Beaver, as part of mixed use development
- Rochester Road

9 – Land Patterns: City Design and Image

Future Land Use Categories

88 // Single Family Residential
89 // Neighborhood Nodes
108 // High Density Residential
110 // Big Beaver Road
112 // Rochester Road
114 // Maple Road
116 // South John R Road
118 // Northfield
119 // Smart Zone
121 // Automall
123 // Transit Center
125 // 21st Century Industry
126 // Recreation and Open Space
126 // Public and Quasi-Public

The term "Future Land Use" brings to mind a prescription for isolated, parcel-by-parcel land use classifications that permit the development of a very limited number of land uses.

This model tends to perpetuate the separation of land uses, even when it is not always the best option. This type of traditional land use planning was brought about in an age when zoning was in its infancy and land was readily available. There was less concern about the conservation of natural resources, and economic factors took precedence. While frequently effective, this kind of planning has had unintended consequences.

As cities and regions have grown over the years, traditional land use plans have fostered sprawl in Southeast Michigan and impeded compact communities served by close proximity to jobs, schools, and community services. At risk has been quality of life, an area which is critical to remaining competitive in the 21st Century, as discussed in detail in many Chapters of this Plan.

Today, Troy and many other communities have begun looking for new ways to improve quality of life by creating vibrant, mixed-use areas where jobs, great schools, opportunities for social interaction, excellent services and shopping, and high-quality neighborhoods exist in close proximity. Techniques such as Planned Unit Development (PUD) have been developed for just this reason. PUDs demonstrate that different land uses are compatible and supportive of each another.

As a result, this Future Land Use Plan will expand on the concept of "villaging" established by Troy Vision 2020 and translate that concept into policies that manifest themselves on the Future Land Use Map. It will introduce the concept of the "Social Neighborhood" and describe how it is intended to interact with the "Economic Neighborhood." It will describe the character and role of places like the Big Beaver Corridor and Oakland Mall, an alternative way to think about Maple and Rochester Roads, and the industrial areas of the City.

There are many traditional land use elements that should be maintained in Troy. Adherence to conventional approaches in all areas of the community will not allow the City to realize its vision.

A shortfall of traditional land use planning is the primary focus on land use and the lack of attention toward physical form. The Troy Master Plan will incorporate city design and image as primary areas of focus. This Chapter will establish future land use categories on which the Plan is based and define the urban design characteristics of established categories.

Land Use and City Design

The Troy Future Land Use Map does not allocate specific uses on a parcel-by-parcel basis but represents a graphic illustration of the overall policies of this Plan and describes the intended character of the various areas of the City. The primary categories will be supported by urban design guidelines and, in certain cases, sub-area plans which provide additional detail with regard to the intended styles and patterns of development.

The Future Land Use Plan of the City of Troy will be implemented through a variety of techniques. The most significant of these tools is the application of Zoning Classifications consistent with the Plan. It is important to note, however, that the Future Land Use Map is a long-range guide and is not a "Zoning Map" intended to indicate the geographic extent of all land use classifications or to enable all indicated uses to occur immediately. The Future Land Use Map is included on page 86.

Neighborhoods are vital components of the City. Historically, neighborhoods provide societal, educational, recreational, and economic needs within a half-mile walking distance. The Vision 2020 strategy establishes the idea of fostering "villages" within the City. Residents want to enjoy a personal sense of place which is best found at the neighborhood scale. For Troy, the ingredients are in place for classic walkable neighborhoods. Major thoroughfares delineate square mile grid patterns. Elementary and Middle Schools are centrally located within many of the neighborhoods. The corners of most neighborhoods are developed with convenience retail and service businesses.

The Master Plan recognizes that current lifestyles warrant modifying the walkable neighborhood concept. Not every person will walk a half-mile to get to a store or school. Most people will walk five minutes, or about one quarter of a mile. Typical comparison shopping for clothing, hardware, and the like are measured by service radii related to drive times which are not realistically walkable. Furthermore, Michigan has cold winters that limit year-round walkability. Troy's neighborhoods, now and in the foreseeable future, will serve its residents in two roles: the Social Neighborhood and the Economic Neighborhood.

The Social and Economic Neighborhoods of the City are shown on this Neighborhoods Map on page 87. The circles surrounding the Neighborhood Nodes and the circles within the Social Neighborhoods are meant to demonstrate a rough service area for each neighborhood. While not necessarily precise, the circles are meant to demonstrate the basic relationship between the Social Neighborhood and the Economic Neighborhood. The circles are not meant to establish a formal land use category or policy in and of themselves, but rather to validate the planned uses at and around the Economic Nodes.

Elements of Great Streets and Neighborhoods

Great Streets:

- Accommodate many users with various modes of transportation.
- Connect smoothly with the rest of the street network.
- Encourage social interaction.
- Allow for safe and pleasant pedestrian activity.
- Have a unique sense of public space created through physical elements.
- Consider the scale and architecture of surrounding building infrastructure.
- Benefits from community involvement.
- Reflect the culture or history of the community.
- Complement the visual qualities of the community.
- Utilize green and sustainable practices.

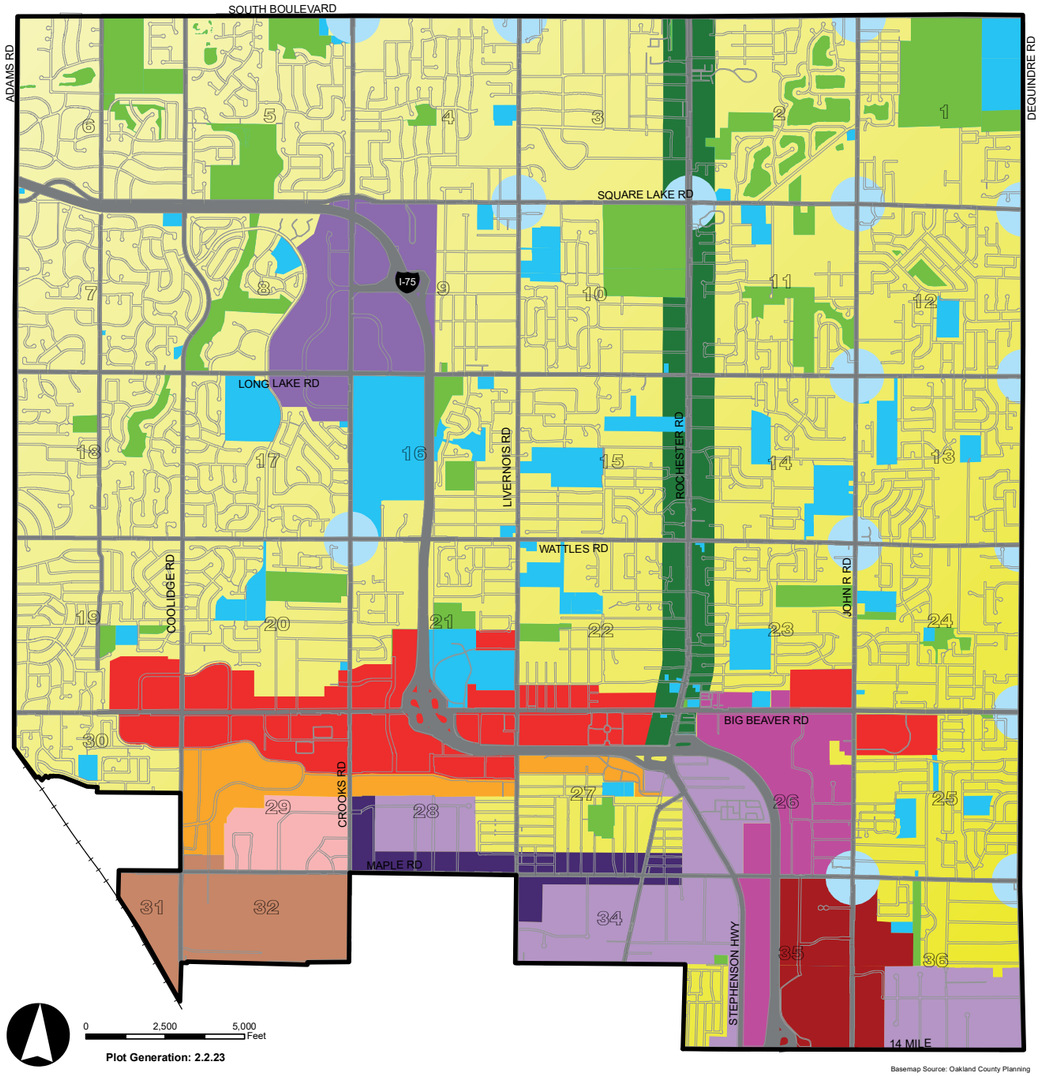
Great Neighborhoods:

- Consider the scale and architecture of the building infrastructure.
- Foster social interaction.
- Enable multiple modes of transportation safely and efficiently.
- Are safe.
- Are good stewards of the natural environment.
- Reflect the community's character and have unique characteristics that provide a sense of place.
- Retain the community's history.
- Promote and protect air quality and stewardship of natural resources.
- Protect or enhance the local environment and biodiversity.

Great Streets and Neighborhoods:

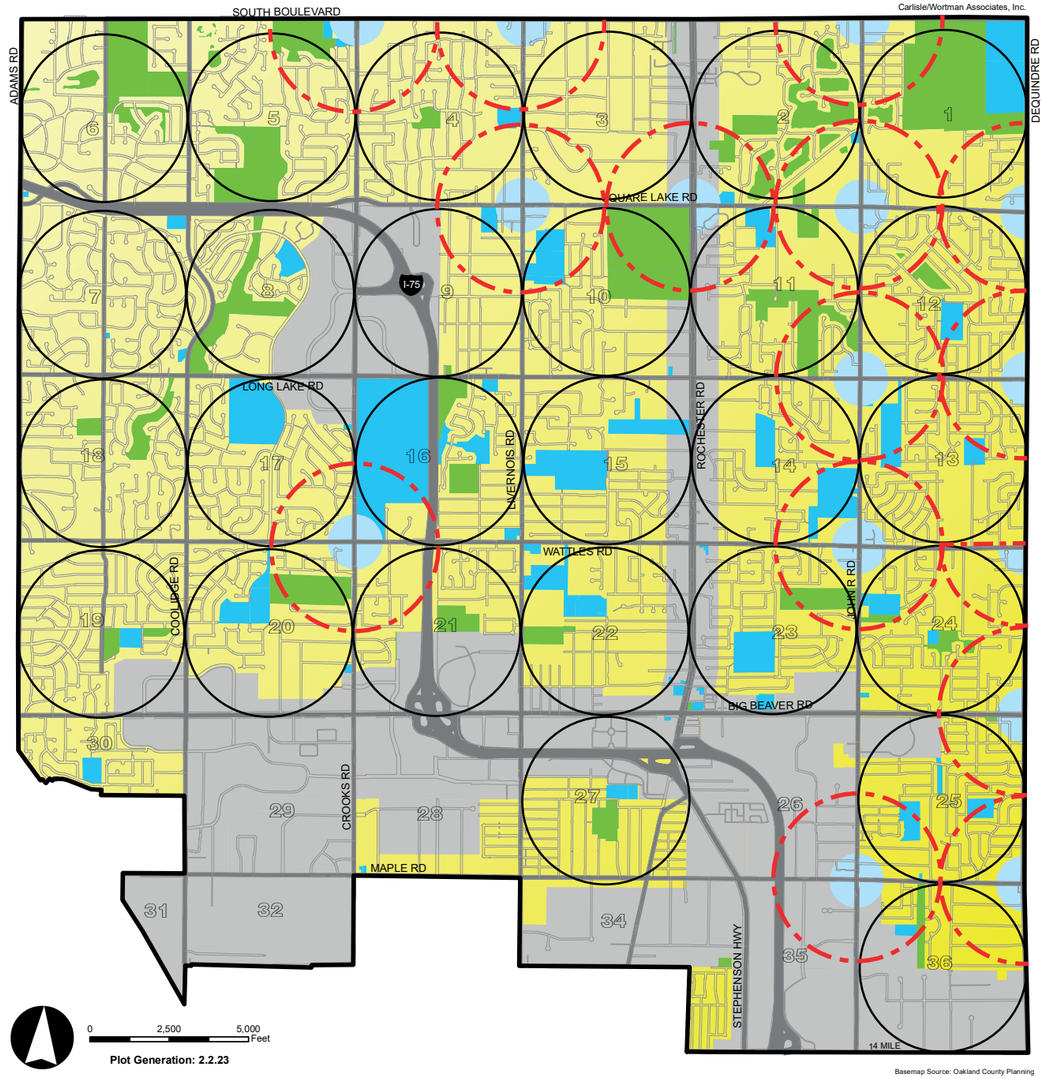
- Implement LEED standards in construction and neighborhood design.
- Have planted street trees.
- Reuse materials when possible.
- Make recycling convenient.
- Facilitate non-motorized and/or public transportation.

Planning and Zoning News, October 2007



Future Land Use

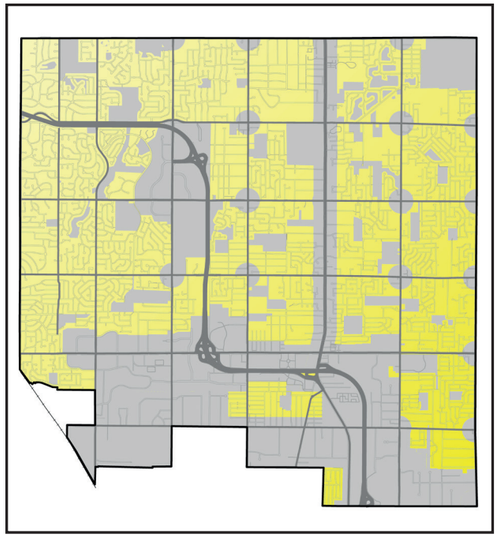
- Single Family Residential
- High Density Residential
- Neighborhood Nodes
- South John R. Road
- Big Beaver Road
- Rochester Road
- Maple Road
- Northfield
- The Smart Zone
- Automall
- The Transit Center
- 21st Century Industrial
- Public and Quasi-Public
- Recreation and Open Space
- 15 Section Number



Neighborhoods

- Social Neighborhood
- Single Family Residential: The Social Neighborhood
- Economic Neighborhood
- Neighborhood Nodes: The Economic Neighborhood
- Recreation and Open Space: Extraordinary Amenities
- Public and Quasi-Public: The Foundation of Troy's Neighborhoods
- All Other Uses
- 15 Section Number

Single-Family Residential: The Social Neighborhood



- **Social units of the City.**
- **Walkable, safe places to live.**
- **Centered on schools or other community facilities.**
- **Linked with nearby services.**

The predominant land use in the City of Troy is single-family residential. This category is intended to preserve the existing quality residential neighborhoods of the City while recognizing the need for other uses that support the main function of residential areas. The single-family areas of the City are arranged around Social Neighborhoods. Social Neighborhoods are unique, self-contained areas bounded by Troy's main thoroughfares. They are mostly single-family areas centered on community elements like schools or parks. Social Neighborhoods are described in more depth at the end of this Chapter and are illustrated by the solid circles shown on the Neighborhoods Map on page 87.

In the Single Family Residential areas of the City, non-residential uses will be considered only when the use is clearly incidental to and ancillary to single-family residential, or when the use is a park, school, or other community-oriented public or quasi-public use.

The Social Neighborhoods of the City are bounded by the mile square grid pattern of Troy's thoroughfares. These defined areas can provide the sense of place that Vision 2020 and this Master Plan are striving for. In most cases, they have a school as central focus. Schools continue to be a means of stimulating social interaction on many fronts; children establish their first friendships, parents meet other local parents, schools often host public events. Furthermore, the play areas at school provide readily accessible recreation opportunities. Many Social Neighborhoods in Troy have sidewalks promoting accessibility and exercise, and Troy schools have walking paths that are open to the public.

The ideal Social Neighborhood will exemplify the safer, more enjoyable walking environments envisioned by the "Safe Routes to School" program.

DESIGN CONCEPT

- Neighborhoods are approximately 15 minutes walking from end-to-end.
- A wide variety of residential architecture characterizes the various neighborhoods of the City. Non-residential architecture for schools and places of worship complement the residential setting.

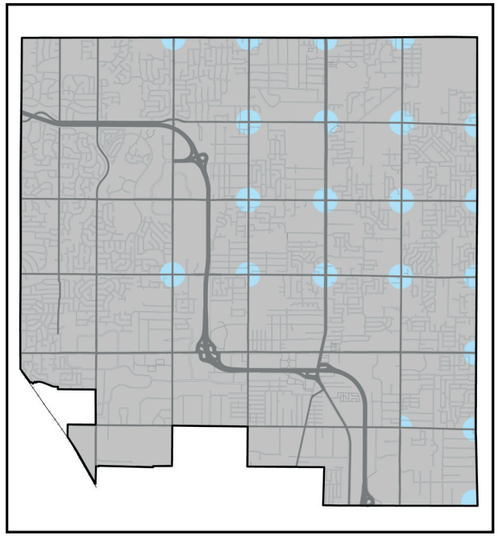
BUILDING LOCATION

- Homes must be located in relation to the street in a manner that complements surrounding, established homes.

SITE DESIGN ATTRIBUTES

- Walks which link residences to destinations such as schools, libraries, abutting neighborhood commercial service areas, coffee shops, and other neighborhoods are critical.
- The neighborhoods must include improved perimeter walks that are functional and aesthetically pleasing. These exterior walks will directly connect to the activity nodes at major intersections and adjacent neighborhoods. Wide walks will be constructed which will incorporate landscaping and innovative stormwater detention areas. These areas will be artistically developed, but functional landforms that carry visual interest. The perimeter walks have the ability to bring residents of adjacent neighborhoods together.
- Neighborhoods should be connected to one another to increase the area where residents can readily navigate on foot and expand the boundaries of social interaction. Crosswalks near the mid-mile areas of each grid will improve outside linkages.
- Lighting will not encroach on adjacent properties and will be used carefully to provide safety and security, and for accent illumination.

Neighborhood Nodes: The Economic Neighborhood



- **Located at intersections of the City's main roads.**
- **Work together with Social Neighborhoods to create a more livable community.**
- **Mixed use.**
- **Provide neighborhood gathering places.**
- **Accommodate the daily needs of residents.**

Neighborhood Nodes are intended to be commercial and mixed-use centers situated at major intersections of Troy thoroughfares that serve as the center of the City's Economic Neighborhoods. The nodes are specifically identified on pages 91 and 92. Economic Neighborhoods are destinations created as "go to" places that take on a social role, serving both as a place to meet basic needs of the community and as 21st Century village centers. The attributes of Economic Neighborhoods are described in more detail in the final section of this Chapter, and the design characteristics of Neighborhood Nodes will be described in depth in Chapter 10. The nodes may permit a mix of commercial, office, mixed use with a residential component, open space and pocket parks. The predominant uses in any Neighborhood Node development must be in keeping with the node characteristics described on pages 91 and 92. Industrial uses will not be permitted in the Neighborhood Nodes.

The Economic Neighborhoods of Troy also center on the square mile grid system. Unlike the social neighborhood, the Economic Neighborhoods are centered on major road intersections where commercial, office, and mixed use development occurs. When destinations are created, these nodes become a "go to" place and take on a social role. Each of these nodes serves up to four quadrants of the overlapping social neighborhoods and has the ability to bring residents of all abutting neighborhoods together. These nodes are intended to serve the neighborhoods they abut. Non-motorized connections should considered when appropriate from nodes into neighborhoods and be accessible by bicycle or pedestrians.

These Economic Neighborhood nodes are destinations that draw people, visually distinguished from the balance of corridor strips through greater density and scale. Variation in building height will often be used to separate the node from the surrounding area but will not be so extreme as to visually overpower abutting neighborhoods. The separation of building heights at intersections with the "between" segments of corridors stimulates the visual concept of "pulsing" development and sets up a system of visual anchors.

Moderately dense residential environments within

mixed use developments may be encouraged within some nodes to provide steady activity for longer periods of the day. Residences may be mixed with offices on upper floors or be developed immediately adjacent to the commercial areas. Residential uses should be an accessory use in a node. Development within nodes on the same or adjacent parcels shall be seamlessly integrated with a focus on pedestrian connections. During the course of multiple planning processes, the Planning Commission closely analyzed the role, function, and location of neighborhood nodes throughout the City.

DESIGN CONCEPT

- These nodes are within a fifteen minute walking distance of residential neighborhoods to encourage alternative modes of transportation such as bicycle and pedestrian.
- Development may be denser and taller than the surrounding area, encouraging visual prominence to signal a gathering space.
- Nodes should be generally confined to a 1,000 foot radius from a major intersection.
- The nodes provide uses and spaces that attract and welcome neighborhood residents.
- First floor is intended to be commercial in nature.

SITE DESIGN ATTRIBUTES

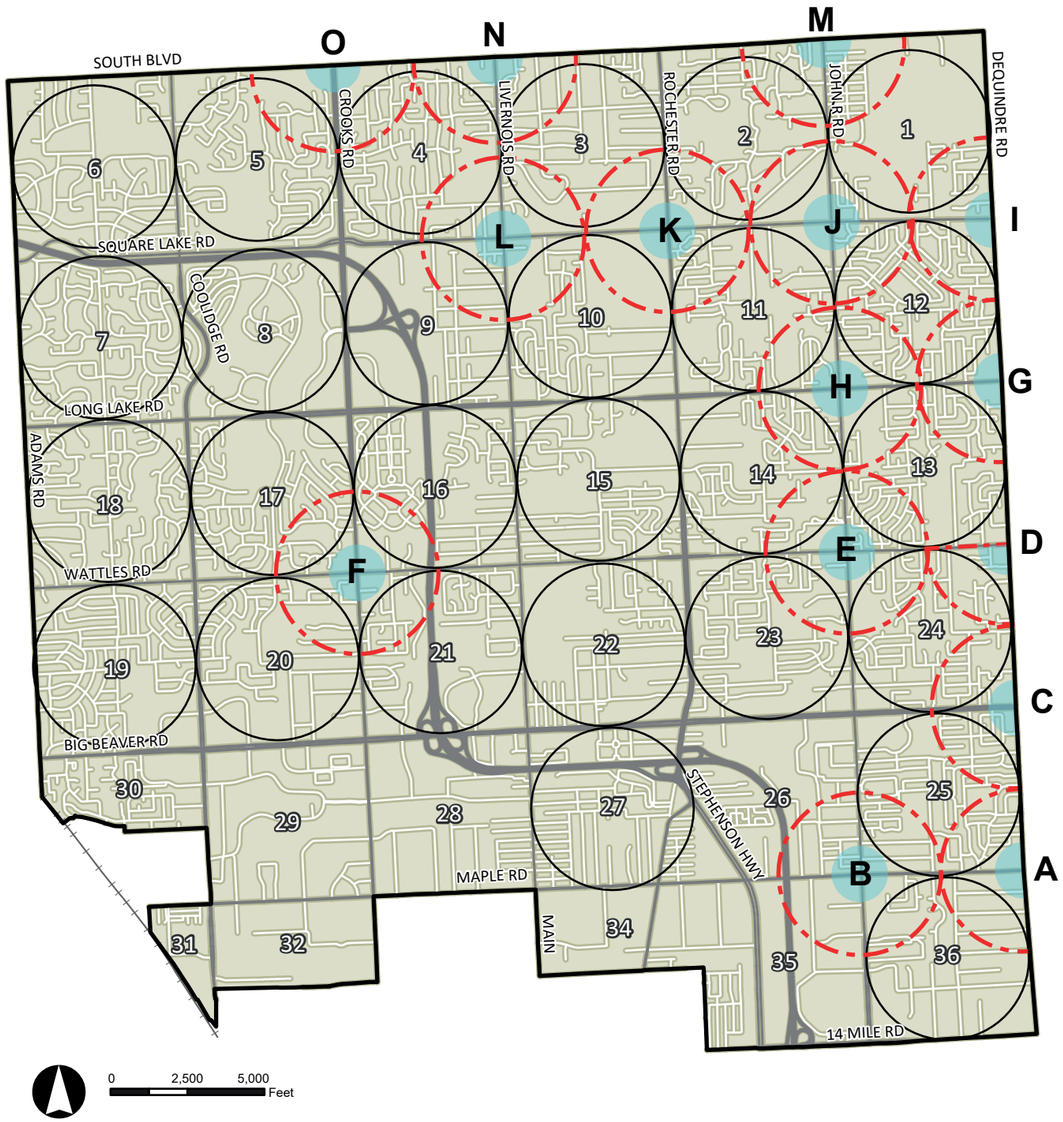
- Buildings should be separated from the street by a landscaped greenbelt and a pedestrian walk.
- Primary parking areas will be located within rear or interior side yards.
- Off-street parking should be screened from the public right-of-way preferably by a hedge or row of shrubs. If landscaping is not possible, parking should be screened by a knee wall or low decorative fence.
- Walks will connect adjacent developments and the public sidewalks.
- Well-defined crosswalks with timed signalization will permit safe crossings.
- Provide a flexible use of space allowing modest outdoor gathering spaces. This may include plazas with seating, landscape and open space features, water features, public art, or a similar feature.
- Encourage a creative mix of open space and landscaping to provide an amenity to the residents, visual relief to passersbys, and a buffer to adjacent properties.

BUILDING DESIGN ATTRIBUTES

- One-story buildings should have a minimum exterior height of sixteen feet. In multiple story buildings, the ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.
- Three stories may be permitted for mixed use development with the first floor being a commercial use and two upper stories of residential.
- Multiple story buildings should be placed along major thoroughfare and not adjacent to residential uses.
- Facades facing major thoroughfares will be treated as fronts and should have a minimum of half transparent glass and special architectural design treatments.
- Fenestration (the arrangement of windows and doors) should be highlighted through the use of awnings, overhangs, or trim detailing.
- Lighting will be carefully managed so as not to encroach on adjacent residential areas. One-story buildings should have a minimum exterior height of sixteen feet.
- A ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.

	Node/Intersection	Primary Uses and Character
A	Maple Road and Dequindre Road	The unique neighborhood node is home to a collection of uses serving the local Polish population. Uses complementary to the cultural center and bank which help this area serve as a gathering place and focus area for the neighborhood could include service uses, or specialty retail and dining. Infill commercial development within existing underutilized parking lots should be explored. However, infill or redevelopment of existing commercial properties should provide an appropriate buffer and transition to the adjacent residential uses. There may be opportunities for limited infill residential development in the northwest corner of the node. The residential should be of a scale and massing to complement the existing low-scale nature of the area.
B	John R. Road and Maple Road	The node should expand to all four corners. The City should be open to redevelopment of all parcels in the node to best serve the area with a predominantly commercial mix of uses catering to the immediate residential and employment areas.
C	Big Beaver Road and Dequindre Road	Any redevelopment in this area should be designed to create a very noticeable “gateway” into Troy. Redevelopment south of Big Beaver should focus on commercial uses that serve the adjacent neighborhoods but also provide an appropriate transition and buffer to the adjacent residential neighborhood. The City should encourage continued investment in the commercial property on the northwest corner
D	Wattles Road and Dequindre Road	The north side of the node should be removed and reclassified to residential use which may include single-family, cluster, low-scaled multiple family, or assisted living to provide creative housing options in the area. South side should continue to focus on office uses. However, limited commercial and service uses designed to complement the main focus of the area as an office node may also be permissible.
E	John R Road and Wattles Road	This node should focus on mixed-use, service, or commercial uses to serve the immediate neighborhoods. Any development or redevelopment shall be of a scale and massing to complement the existing low scale nature of the area. Low scale multiple family may be permissible if it models the scale and orientation of the multiple family neighborhood at the northeast corner of the node.
F	Crooks Road and Wattles Road	The southeast corner of this node satisfies the mixed use, service, and multi-family residential uses to serve the immediate neighborhoods. Any development or redevelopment of the northwest corner shall be of a scale and massing to complement the existing lowscale nature of the area. Low scale single family and multiple family residential may be permissible if it models the scale and orientation of the multiple family neighborhood at the northeast corner of node E. The City recognizes that expansion of the Stonehaven subdivision into the southwest corner of this node would be appropriate. The City also recognizes that expansion of the White Chapel Cemetery into the northeast corner of this node would also be appropriate.
G	Dequindre Road and Long Lake Road	Predominantly commercial, catering to both local needs and regional traffic, new development and redevelopment should be mostly commercial, identifying opportunities for small office and mixed-use. Large undeveloped parcels to the north and south of Long Lake Road should be low scale multiple family, which provides an appropriate transition and buffer to adjacent residential neighborhoods. Inter-pedestrian connections and pedestrian access to the adjoining area and effective screening should be primary areas of focus during the site design process.

	Node/Intersection	Primary Uses and Character
H	John R Road and Long Lake Road	New development and redevelopments should either be compact, walkable mixed-use development with a combination of uses serving the immediate surroundings or low-scale multiple family, such as duplexes, triplexes, or senior housing which provide an appropriate transition and buffer to adjacent residential neighborhoods. Integrated compact development which would allow a user to park once and meet several daily needs would be a positive contribution to the node. Because the node has a significant amount of open space, preservation of green space shall be incorporated into any development or redevelopment within the node.
I	Dequindre Road and Square Lake Road	Redevelopment should include an integrated compact residential component, live/work units, or small office. Service oriented use development in combination with new residential development would provide a unique setting here. New residential can include low scale multiple family, such as duplexes or triplexes, which provides an appropriate transition and buffer to adjacent residential neighborhoods
J	John R Road and Square Lake Road	This node must be careful to respect this important natural resource. New development or redevelopment should complement the churches and limited commercial uses in the area and should incorporate robust landscaping, natural buffers, and conscientious site design to enhance the known natural features in the area.
K	Rochester Road and Square Lake Road	Existing commercial uses should continue to provide a foundation for this neighborhood node. As tenants change, new service uses, retail, and limited office uses should provide service to the immediate residential neighborhood
L	Livernois Road and Square Lake Road	Development in this area should be especially considerate of the remaining historic assets of the neighborhood. When possible, adaptive reuse of existing historic structures must be considered before demolition or relocation of these resources. Low intensity uses working in conjunction with one another to form a central neighborhood village, walkable and accessible, would create an ideal complement to the predominantly residential surroundings.
M	John R Road and South Boulevard	Small local commercial uses and office uses should be the focus of this node to complement the large-scale office development across the City's boundary to the north, within the City of Rochester Hills. The southwest corner provides a significant opportunity for a mixed-use development that provides a low-scale multiple family development with neighborhood-oriented retail on the first floor. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.
N	Livernois Road and South Boulevard	Limited local commercial and housing for seniors should remain the primary focus of this neighborhood node. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.
O	Crooks Road and South Boulevard	Area should remain predominantly commercial, catering to local needs of the surrounding neighborhoods. New development and redevelopment should be either be mixed use or commercial that serves to further enhance this successful commercial area. Any new development should incorporate distinctive elements to create a "gateway" feeling into Troy. Distinctive elements include gateway signage, streetscape, and unique architecture.



Economic Nodes

- Social Neighborhood
- Economic Neighborhood
- Neighborhood Nodes: The Economic Neighborhood
- 35 Section Number
- A Economic Node

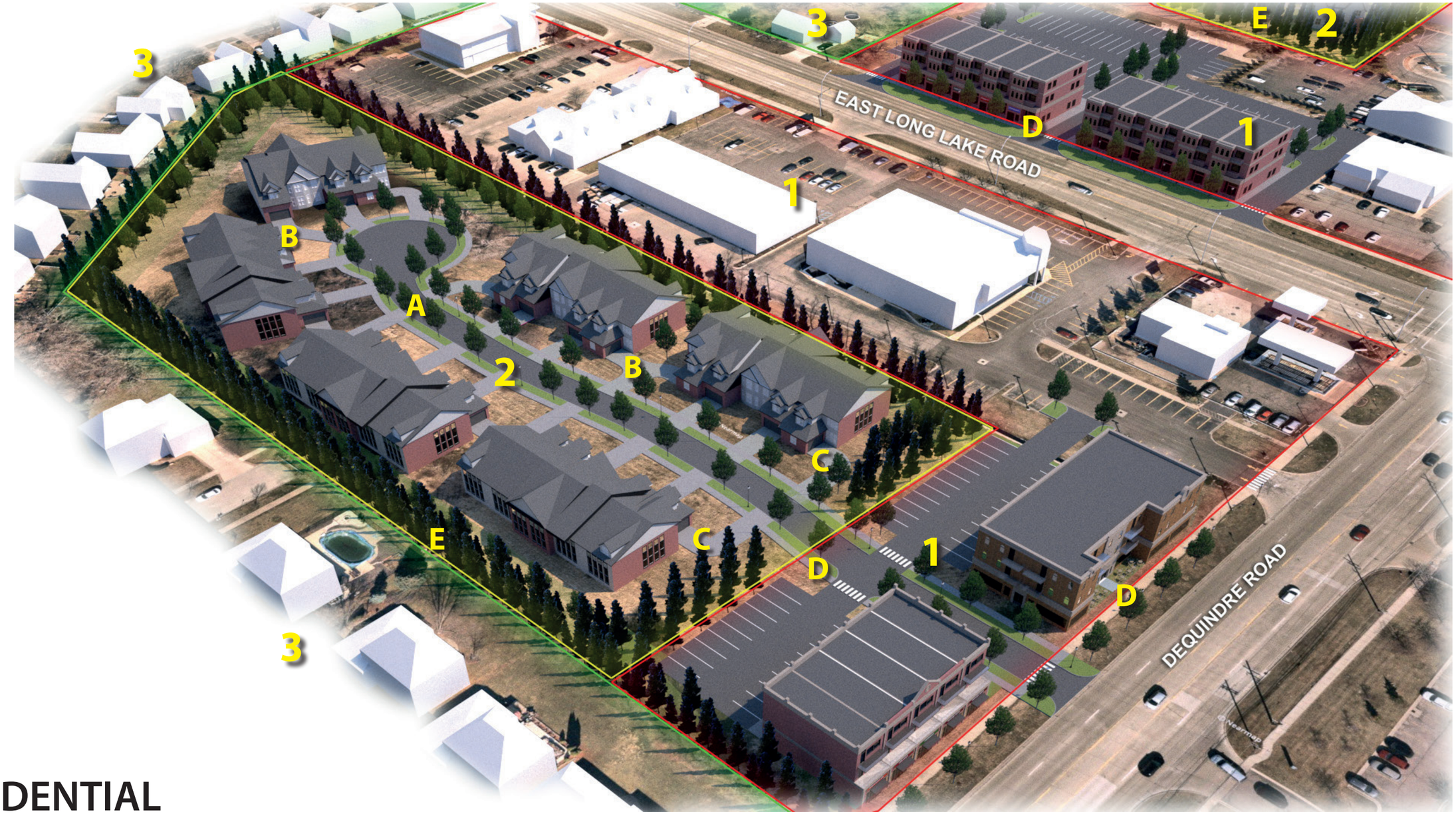
DESIGN ATTRIBUTES / GUIDELINES

1. Multiple-story mixed-use with first floor retail serving the adjacent neigborhood.
2. Low-scale multiple-family development serving as a transition from commercial uses along the corridor to adjacent residential uses.
3. Infill development replaces underutilized parking lots.
4. Parking is conveniently provided behind buildings and screened with landscaping. Pedestrian elements are also provided.
5. Multiple-row landscape buffer provides visual buffer between land uses.
6. Access and circulation is improved by creating shared-access points, properly spacing driveways, and creating delineations between pedestrian and vehicular zones.
7. Properly designed sidewalks and crosswalks of the appropriate width, with street trees, street furniture, and a defined semi-public edge.
8. A defined "street wall" is formed by buildings fronting on a street with consistent setbacks. Placement, scale, and design quality of the street wall determine the character of the streetscape.

Commercial uses that directly front on major mile road

Low-scale multiple-family developments serving as a transition between commercial and adjacent single-family residential

Single-family residential



RESIDENTIAL

Three levels of intensity as you move away from the main corridor:

1. Commercial uses that directly front on major mile road
2. Low-scale multiple-family developments serve as a transition between commercial and adjacent single-family residential
3. Single-family residential

Design elements such as:

- A. Curvilinear streets
- B. Shared driveways
- C. Sideloaded and recessed garages increase visual appeal by reducing the impact of garage doors and softening the view from the road with greenscape

Node-wide design elements for residential:

- D. Direct pedestrian connections from residential to commercial uses and public sidewalks along the main corridor
- E. Multiple-row landscape edges provide buffer between land uses

JOHN R & E LONG LAKE ROADS

The redesigned intersection includes a variety of elements which blend in to the surrounding neighborhood, including:

1. Duplexes
2. Two- to three-story mixed-use commercial and residential
3. A 1.2-acre neighborhood park
4. Curvilinear entry drive connecting Orchard Crest and Wilmet Drives
5. Two- to three-story townhomes along John R with rear facing garages
6. Reconfigured retail including existing pharmacy and new small scale retail tenants.

Node-wide design elements for residential:

- Direct pedestrian connections from residential to commercial uses and public sidewalks along the main corridor
- Multiple-row landscape edges provide buffer between land uses

FEMA Regulated Floodway (approximate)

Proposed park boundary

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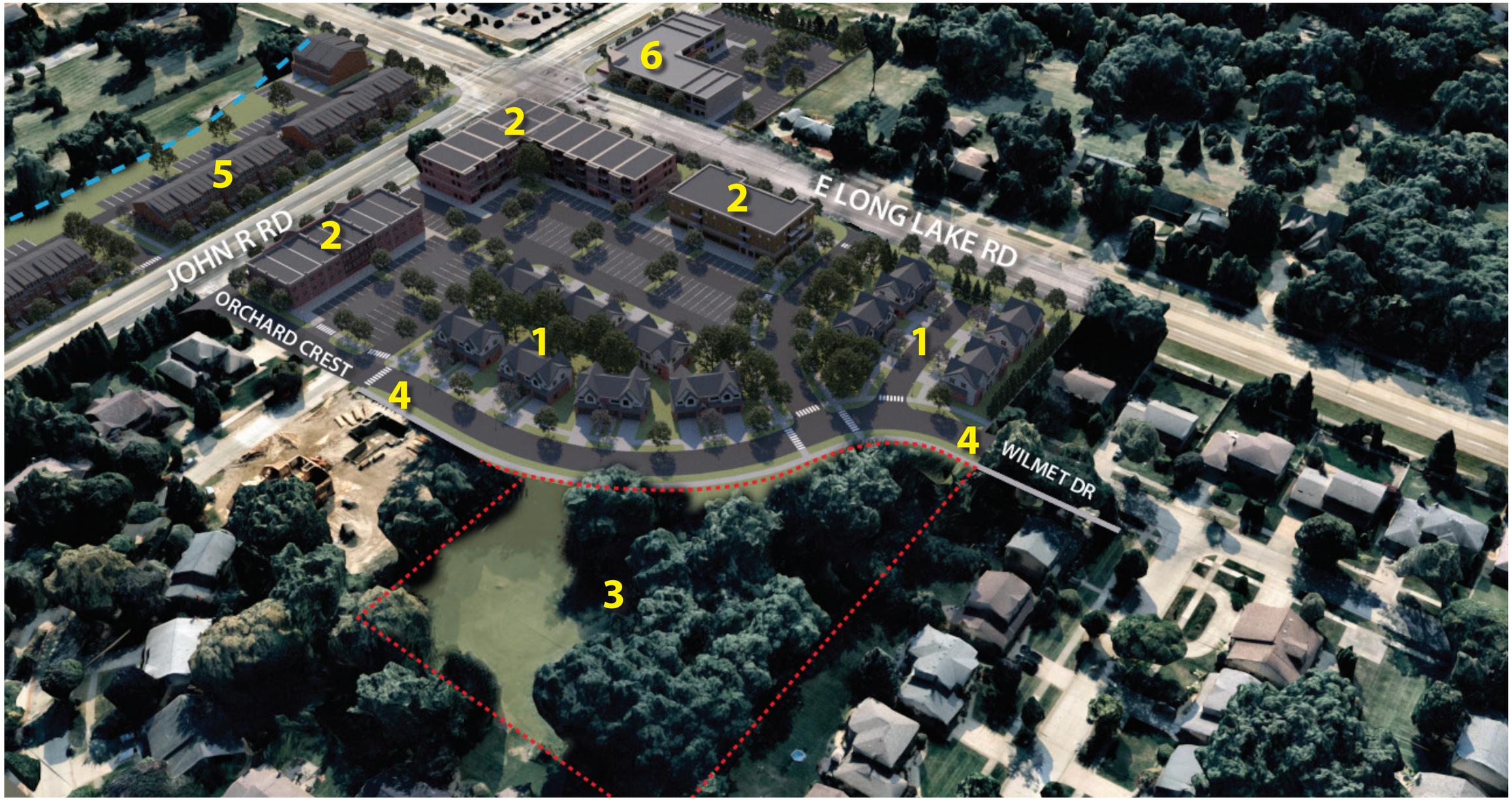

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- Multiple-row landscape edges provide buffer between land uses

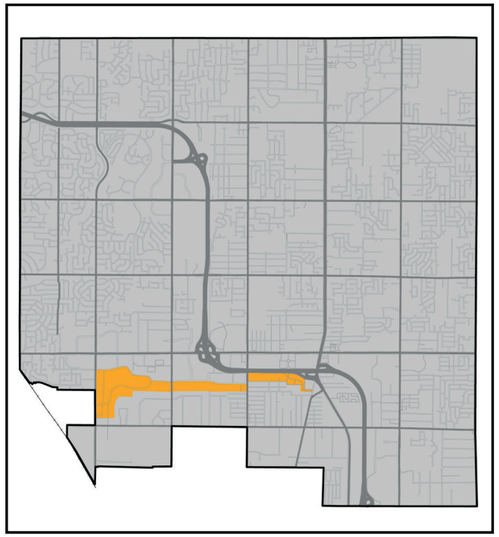
FEMA Regulated Floodway (approximate)

Proposed park boundary

CITY GATEWAY DESIGN ATTRIBUTES / GUIDELINES

1. Upgraded traffic signal and street sign poles.
2. Street lights with pole banners.
3. Street trees.
4. Marked crosswalks with pedestrian activated signals, curb cuts, and textured warning strips to meet ADA guidelines.
5. "Welcome to Troy" signage with landscaping. Additional art or sculptural elements can be included at key intersections.

High Density Residential: Housing Choice



- **In close proximity to the most high-intensity nonresidential areas of the City.**
- **Diversify the City's housing stock.**
- **Excellent regional access and multi-modal access.**
- **Complementary to Big Beaver Road.**

The High Density Residential classification primarily includes multiple-family residential development made up of housing having three or more dwelling units per structure. This classification may have some limited mixed-use elements, especially those non-residential uses primarily geared towards day-to-day service needs of the resident population, although it is intended primarily to serve as the most dense residential development permitted by the City. The primary use in any development within this area must be residential.

The High-Density Residential classification is not the only area in the City in which high-density residential development may be appropriate. This category is, however, specifically identified for areas where high-density residential should be the primary, or exclusive land use. Other areas of the community, where mixed-use development is called for, may also integrate high-density residential as part of a mixed-use development. High-density residential development may also be appropriate along Maple Road in redevelopment projects or new development projects with a focus on open-floorplan, loft-style housing in new or renovated buildings.

The High-Density Residential classification may also include some redevelopment areas which may be better used for uses that support high-density residential. On a limited basis, small scale commercial development designed to cater to the day-to-day needs of the residents may be appropriate. The City should continually monitor the status of this classification to ensure that it remains viable, given the growing trend of integrating high-density residential projects in mixed-use settings.

Urban townhouses in Ann Arbor, Michigan; Photo by CWA

DESIGN CONCEPT

- The high-density residential district is integrated with surrounding land uses and not simply considered a transitional use between traditionally intense and less-intense land uses.
- These areas will have a path system for access, exercise, and leisurely strolls, designed to link residential communities, provide more land use efficiency with open space, and offer access to neighborhood shopping and other services.
- Buildings frame the street network enclosing outdoor spaces.

SITE DESIGN ATTRIBUTES

- Front greenbelts with large street trees, decorative trees, and low landscaping soften the environment between the street and building.
- Creative storm water detention should be designed as a focal point, including the use of appropriate landscaping and sitting areas.
- A path system that connects the building entries, parks, public sidewalk system, and adjacent developments should be included in new development.
- Sites will be well-appointed with large trees and landscaping.

ARCHITECTURAL ATTRIBUTES

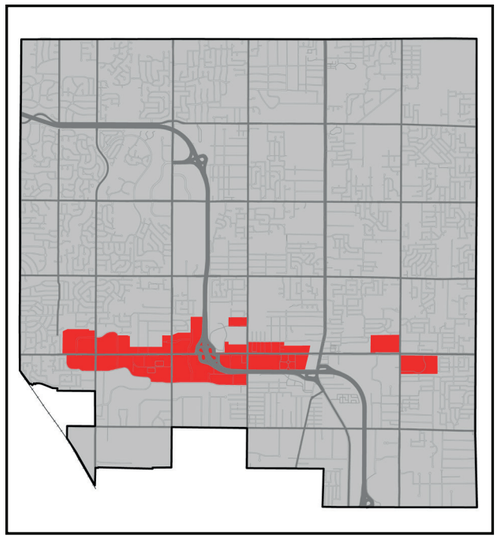
- Buildings will be between two and four stories.
- Front porches and tenant entries will be clearly defined through the use of canopies, overhangs, façade treatments, or landscaping.
- Fenestration will be accentuated with architectural trim work or decorative brick or stonework.

Urban townhouses in Ann Arbor, Michigan; Photo by CWA

Internal public spaces in a high-density residential development

Innovative facade and architecture in a high-density setting

Big Beaver Road: A World Class Boulevard



- **Home to large, landmark projects and mixed-use regional destinations.**
- **Central gathering area of the community.**
- **A collection of international corporations, local companies, and establishments which complement these high-visibility uses.**

The Big Beaver Road corridor is responsible for the first impression many people have throughout Michigan when they think of the City of Troy. The high-rise buildings, Somerset Collection, and its immediate proximity to I-75 are frequently the main elements visitors remember about the Corridor and the City. In order to remain competitive and continue to be a leader in economic development in Southeast Michigan, Troy must plan for this Corridor to evolve in light of a changing economy. In that spirit, the City adopted the key concepts of the Big Beaver Corridor Study in 2006:

- Gateways, Districts, and Transitions
- Trees and Landscape as Ceilings and Walls
- Walking Becomes Entertainment - Much to Observe & Engage In
- Mixing the Uses Turns on the Lights - Energetic Dynamic of Mixed Uses with a Focus on Residential
- The Automobile & Parking are No Longer #1
- Civic Art as the Wise Sage of the Boulevard

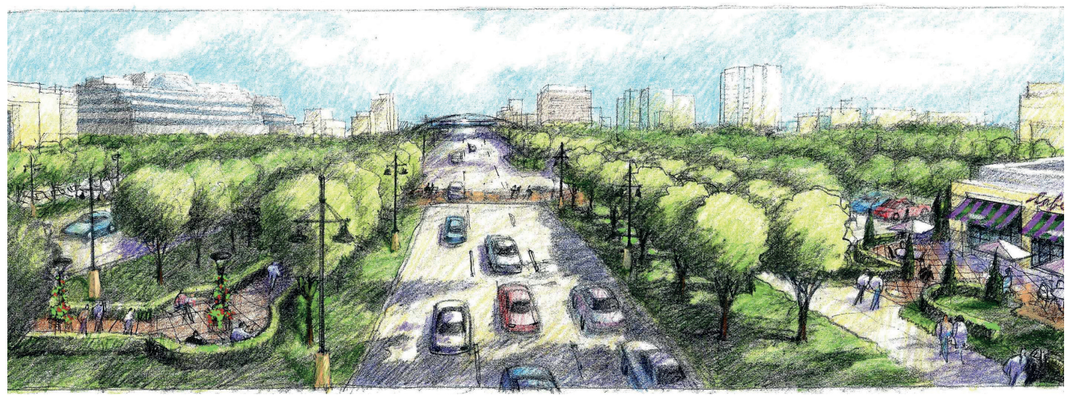
The uses and character of this future land use category are driven by the recommendations of the Big Beaver Corridor Study and subsequent efforts of the Planning Commission to create new zoning techniques to implement those recommendations.

This Study provided a comprehensive analysis of the existing and potential characteristics of this important area. The planned future land uses in the Big Beaver Corridor are in large part considered mixed-use to allow for a wave of new residential development and the redevelopment of individual sites to make a more meaningful contribution to the quality of life of the City. The main difference between the various mixed-use districts planned in the Study is building height. The intended characteristics of the various districts are also very different, and are the topic of in-depth analysis in the Study. Some important recommendations of that Study are listed below.

- Moving toward the creation of distinct physical districts by building from lot line to lot line along the right-of-way rather than continuing to be a collection of isolated towers.
- Becoming flexible with land use relationships. The use of vertically integrated mixed-use commercial, office, and residential towers should be promoted. The use of prominent ground floor retail, restaurants, and cafes allows visual interest and activity for visitors and residents.
- Contain parking in structures that are shared by surrounding developments. Do not allow off-street parking to be visible from major thoroughfares.
- Landscape Big Beaver and intersecting thoroughfares with rows of mature trees.

DESIGN CONCEPT

- This will be a vibrant high-rise business and residential district.



Concept Sketch from the Big Beaver Corridor Study; Birchler Arroyo Associates, Inc.

- Pedestrian use will be promoted through massive landscaping, wide sidewalks, outdoor cafes, and public art.
- The Big Beaver Corridor Study and Big Beaver Development Code provide for a specific land development pattern.
- Architectural design must create an interesting visual experience for both sidewalk users at close range and for those viewing the skyline from a distance.

SITE DESIGN ATTRIBUTES

- Parking should be located in rear yards.
- Development should include intense street tree planting along Big Beaver.
- Cafes, plazas, parks, and similar amenities to draw pedestrians will be encouraged.
- Buildings will frame the street network by building to the front and side property lines. Exceptions for cafes, plazas, and access roads may be permitted.
- Appropriate transition with abutting single family residential neighborhoods.

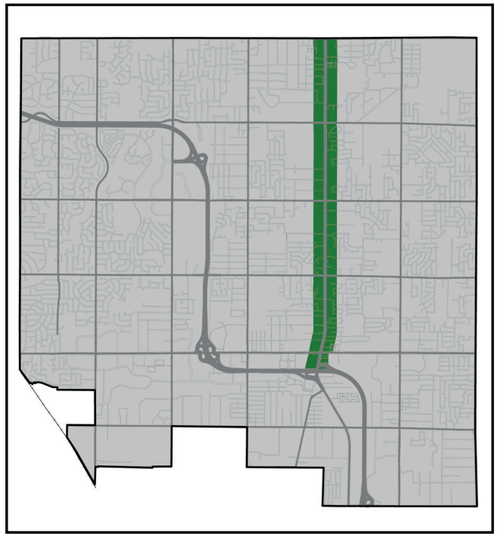
BUILDING DESIGN ATTRIBUTES

- Buildings should rise in height toward Crooks Road in the east-west direction.
- Buildings should rise in height toward Big Beaver in the north-south direction.
- Ground level stories should be a minimum of twelve feet in height with large expanses of transparent glass.

Big Beaver Corridor Study; Birchler Arroyo Associates, Inc.

- Fenestration at the ground level should be highlighted through the use of awnings, overhangs, or trim detailing, and building caps or roofs should provide a visually interesting skyline.

Rochester Road: Green Corridor



- **Regional model for a green corridor**
- **A strong focus on access management**
- **Heightened emphasis on strong stormwater management techniques**
- **Retail catering to regional traffic**
- **Innovative site design techniques applied through PUD use to allow for redevelopment for shallow lots**

Rochester Road carries high volumes of traffic causing backups at intersections. The abutting development pattern from Big Beaver Road north to Long Lake Road is a continuous row of highway-oriented commercial uses. North of Long Lake Road, the land use pattern evolves, becoming a mix of commercial and office near the intersections and older single-family homes and multiple-family complexes in between.

If Rochester Road is to have a defined role and pleasing character in the City, it must undergo a significant transformation over time. Ultimately, the Rochester Road Corridor will become a regional showcase for effective stormwater management and enhancement of the natural environment, while encouraging a combination of high-quality land uses. Effective landscaping focused on native plantings and improved land use and access management along Rochester will create a green corridor that provides a high level of service for motorists and which provides an effective natural buffer between high traffic volumes and people visiting adjacent properties. The creation of this green corridor would occur primarily in the right-of-way along road frontages and in the median of a future boulevard.

While the emphasis on innovative stormwater management is specifically called on for the Rochester Road Corridor, new low-impact techniques are to be encouraged elsewhere throughout the City of Troy. As noted in Chapter 7, innovative stormwater management is a priority for the community. Rochester Road will play an important role in this City-wide initiative by proving a regional showcase for such techniques.

New construction along the corridor may include detention and retention basins that work together from site-to-site with other features to create a continuous, linear landscape feature. By connecting properties, the basins create visual relief from traffic. Low impact development methods will be used throughout the corridor to filter stormwater runoff. Rochester Road will also be characterized by effective new signage, high-quality lighting, and effective, complementary site and architectural design.

Uses along Rochester Road will include a variety of mixed uses, establishing a pattern where the most intense mixed-use or non-residential development will occur on the parcels that are adjacent to the main intersections. Lower-impact uses, such as small scale retail or residential, should be encouraged along the corridor between higher intense uses at the intersection and adjacent neighborhoods.

DESIGN CONCEPT

- Commercial strip development should be limited and gradually replaced with mixed-use.
- Commercial development should be encouraged to expand in the form of dense multi-story mixed-use concentrations at major intersections. Concentrations are limited to within 1,000 feet of the intersection.
- The areas between nodes should develop as lower-rise office and multiple-family. The height differences encourage a visual “pulse.”

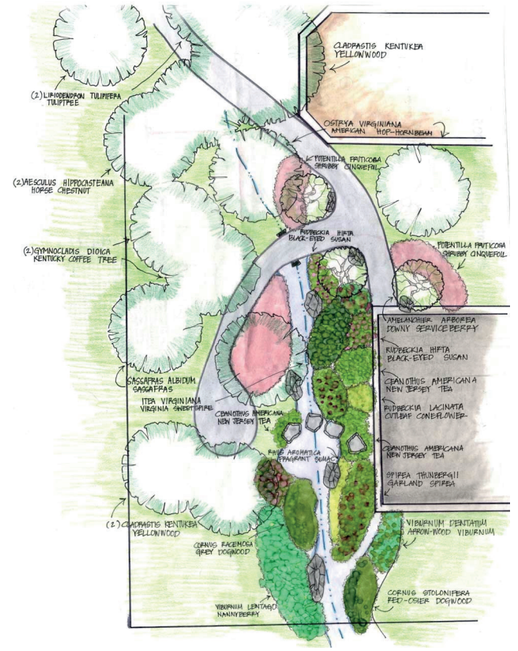
SITE DESIGN ATTRIBUTES

- Parking areas should be within rear yards or interior parts of the site. A single row of parking may be appropriate in front and exterior side yards in limited applications.
- Parking will connect to adjacent sites, eventually linking several developments with a rear access lane. The number of drives connecting to Rochester Road should be minimized.
- Defined internal walks will connect the businesses and buildings together.
- Internal walks will be connected to the public sidewalk system.
- Buildings will be separated from street traffic by a greenbelt or sculptural storm water detention basin.
- Height and size of signage will be reduced to contain visual clutter.
- Appropriate transition with abutting single family residential neighborhoods

BUILDING DESIGN ATTRIBUTES

- The height between nodes should not exceed two stories.
- Ground level stories should be, at a minimum, twelve feet in height, with large expanses of transparent glass at intersection nodes.
- Fenestration for the ground level of buildings in nodes will be accentuated through the use of awnings, overhangs, or trim detailing.

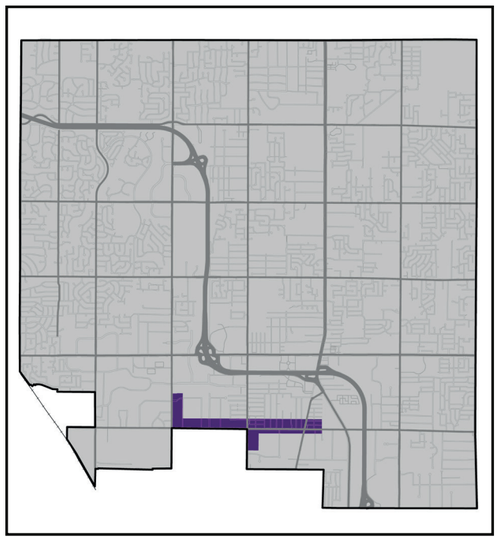
Additional goals, policies, and strategies for Rochester Road are set forth in the Rochester Road Special Area Plan on Page 113.



Design for a Rain Garden in Troy; City of Troy

Lovell Pond in Troy; an example of an innovative, urban stormwater basin; Photo by Jennifer Lawson

Maple Road: Mixed-Use



- **Predominantly industrial area but with limited opportunities for transitional or service-oriented uses that complement the primary adjacent industrial areas**
- **Potential for urban-style open floorplan housing in redeveloping areas**
- **Focus on the quality of access management throughout Maple Road**

The Maple Road Corridor provides an opportunity for new, emerging land use types in the City of Troy. Limited development of industrial-style three to four story buildings with open-floorplan housing, developed in a transit-oriented setting, for instance, may be appropriate in some places. This type of development would help diversify the City's housing stock and provide a more effective buffer between the Corridor and the industrial uses located in the immediate area.
Uses designed to support the workforce in the area may also be appropriate. Local commercial or small, mixed-use developments having a combination of such uses could greatly improve the character and image of this area. Such amenities would also help smaller, local industrial uses to recruit the best workforce.

DESIGN CONCEPT

- This area will be a high-quality, eclectic mix of land uses and architectural types.
- Emphasis should be placed less on land use and more on building and site design. Design should not reflect traditional forms of "colonial" architecture.
- Development should be linked together visually and functionally throughout the corridor.

SITE DESIGN ATTRIBUTES

- Uniform "build-to" lines guiding a uniform containment of open space within the right-of-way should be established.
- Primary parking areas should be within rear or interior side yards.
- Landscape design creativity will be encouraged by setting general parameters relating to environmental sustainability such as limiting stormwater runoff.
- Larger sites with deep set buildings should redevelop with buildings near the Maple Road right-of-way line.
- Mass transit stops should be accommodated.

BUILDING DESIGN ATTRIBUTES

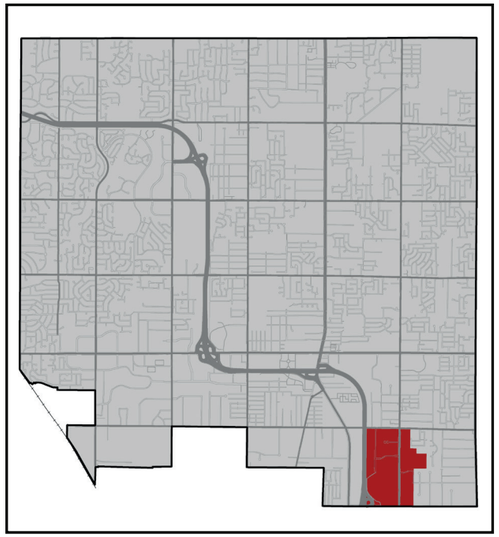
- Maximum height should not exceed four stories and limited to two stories for properties abutting single-family residential neighborhoods.
- Design creativity with regard to materials will be encouraged, although low quality materials or building designs that inhibit activity on the corridor will not be permitted.
- Primary parking areas within rear or interior side yards.
- Landscape design creativity should be encouraged by setting broad general parameters relating to environmental sustainability such as limiting stormwater runoff or reusing gray water for irrigation.

Additional goals, policies, and strategies for Maple Road are set forth in the Maple Road Special Area Plan.

Maple Road may provide a unique venue to expand opportunities for public art placement and for area artists to work and live.

New loft style, open floorplan residential development in Nashville

South John R Road: Connections



- **Provides a significant entryway into the City**
- **Walkable, mixed-use development and redevelopment**
- **Provides a central focus for the southeast area of the City**
- **Enhanced focus on Transit Oriented Design**

The South John R Road future land use designation is reserved for Oakland Mall and the immediate surrounding area along John R Road. This classification is intended to allow for the continued operation and long term improvement to the area, focused on the provision of "comparison" commercial products. This area serves a large region, beyond the City of Troy, and blends with the area to the south, outside the City's boundaries.

However, the City recognizes that the nature of traditional retail is changing throughout the United States and that many conventional enclosed shopping centers are being redeveloped into a variety of new uses. Mixed-use developments with office and residential, and walkable outdoor shopping centers are two examples of uses that have replaced former enclosed shopping centers. The current configuration of Oakland Mall and its surrounding area may no longer be competitive in the near future and may necessitate additional study for this area.

Redevelopment in this area should carefully consider the opportunity for restoration of natural features. Existing underground drains, for instance, should be analyzed for potential to be integrated within redevelopment projects, native landscaping and innovative stormwater management techniques should be considered in the area. The resurrection of urban waterways may provide an opportunity to introduce a valuable asset and differentiating feature for redevelopment projects in the South John R area.

Arcadia Creek Festival Place in Downtown Kalamazoo, Michigan, offers an excellent case study of the renovation of an historic urban stream to create a new, vibrant urban gathering place.

DESIGN CONCEPT

- This area will be a mix of retail, office, and higher-density uses in multi-story buildings in an urban village.
- Building height will increase toward the center of the site.
- Height should not compete with the Big Beaver area.
- This area of opportunity will transform to a district of linked developments accentuated by significant landscaping and open space to off-set the increased height and density.
- Workforce housing, a part of the City's economic strategy, can be incorporated here.

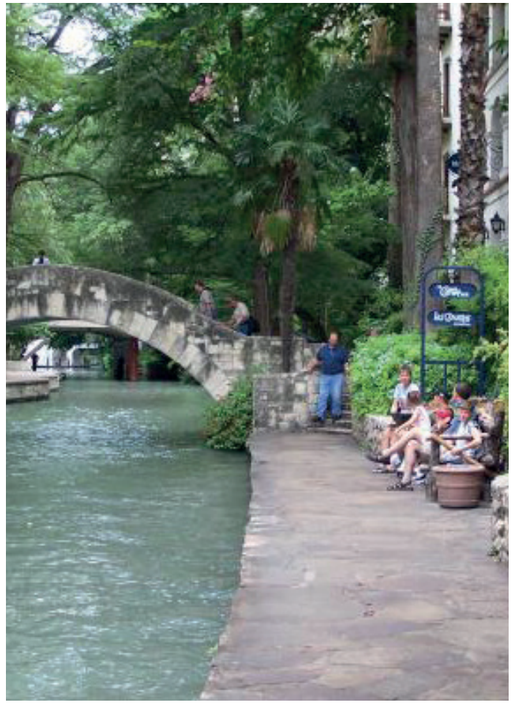
SITE DESIGN ATTRIBUTES

- Buildings setback from the major road right-of-way should have a minimum distance that permits a greenbelt, single row of parking, and wide sidewalk.
- Primary parking areas should be within rear or interior side yards, separated into modest-sized components for better storm water management and landscaping
- Internal walk system connects businesses, adjacent developments, and the public sidewalks. Walks designed with trees, landscaping, water features, or similar features to enhance the experience.
- Stormwater detention should be captured in pedestrian friendly landscaped designs.
- Mass transit stops should be accommodated.

BUILDING DESIGN ATTRIBUTES

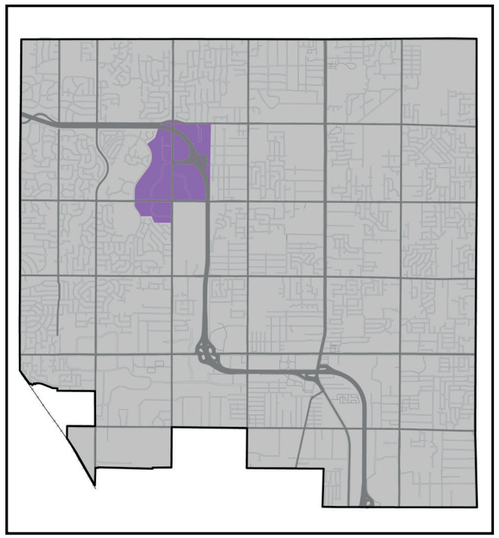
- A maximum of three stories or equivalent height in feet should be allowed at the perimeter of a site.
- A minimum of three stories and maximum of six stories or equivalent height in feet should be allowed near the center. One-story retail buildings should have a minimum height of twenty four feet.
- Ground level stories should have a minimum height of twelve feet from finished floor to finished ceiling.
- Facades should be over half transparent glass.
- Entries must be well-defined.
- Fenestration should be highlighted through the use of awnings, overhangs, or trim detailing.

Walkable, mixed-use development with integrated parking



The San Antonio Riverwalk

Northfield: A Focus On Innovation



- **A complement to the Smart Zone but with an even broader mix of uses**
- **Outlot development to provide services to workers in the area**
- **Consistent site design throughout the District to create a unique identity**

The Master Plan identifies two primary districts for the encouragement of 21st Century, Knowledge Economy business development. The Smart Zone is situated along Big Beaver Road and an area to the south, along Interstate 75. Northfield, the second office and research area, is similar to the Smart Zone in its makeup but will reflect its own unique style of development.

In terms of use, the emphasis in Northfield will be placed on office and planned research-office uses. Other uses primarily relating to the support of workers and activities in Northfield, such as supporting commercial uses, will also be considered on a limited basis. Residential uses, traditional industrial uses, and regional commercial uses will be encouraged within mixed-use developments only when they are designed to support the primary function of the Northfield area.

Medical, professional, general, service-related office uses, and research - based uses, especially those planned in a campus or park-like setting, will be the primary focus in Northfield. These uses are intended to be enclosed within a building, and in the case of research and development uses, external effects are not to be experienced beyond their property boundaries.

DESIGN CONCEPT

- The contemporary architectural image should be continued.
- Infill construction will provide a physical link between semi-isolated towers.
- Demarcated crosswalks, an internal and external walk system, and plazas/pocket parks will support physical linkages.
- Higher-density housing of twenty units per acre will be encouraged at the immediate periphery.
- Streets will be framed and the public right-of-way space will be delineated.

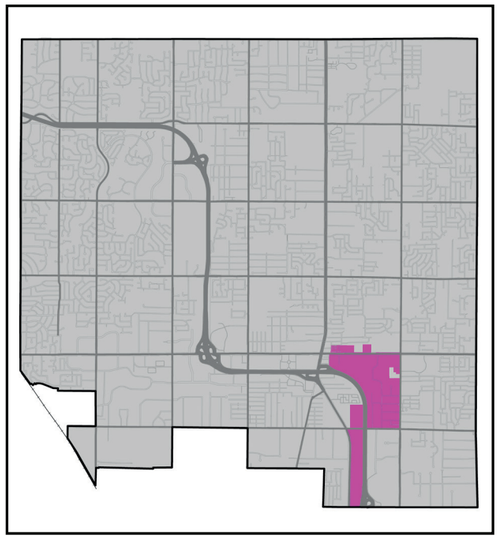
SITE DESIGN ATTRIBUTES

- Primary parking areas will be within rear or interior side yards and separated into modest-sized components by stormwater management and landscaping.
- Walks will connect businesses, adjacent developments, and public sidewalks.
- Stormwater detention should be captured in pedestrian friendly landscape designs.
- Outdoor cafes, plazas, pocket parks, and similar pedestrian amenities will be key features.
- Mass transit stops should be accommodated.

BUILDING DESIGN ATTRIBUTES

- Ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.
- Facades should be half transparent glass.
- Entries should be well-defined.
- Fenestration on the ground level should be highlighted through the use of awnings, overhangs, or trim detailing.

The Smart Zone: Big Beaver and Beyond



- **A special focus on high-technology uses that complement one another**
- **Potential high-density housing in proximity to 21st Century knowledge economy employers**
- **Regionally prominent location for technologically advanced companies**

The Smart Zone was strongly emphasized in the Big Beaver Corridor Study and is the only proposed district within the Study to be called out specifically as a Future Land Use category in the Master Plan. The Study envisions the Smart Zone as a unique area dominated by high-technology uses which are at the cutting edge of innovation. The Study calls this location a “paragon of innovation” and prescribes a combination of “signature” light industrial, research and development, and office uses.

The Master Plan uses this category in an area expanded beyond the boundaries shown in the Big Beaver Corridor Study. The area south of the main Smart Zone area, situated around Interstate 75 provides an opportunity to foster additional Smart Zone uses and development. Furthermore, much of this area is occupied by vacant or underutilized office and industrial facilities that could be readily redeveloped into Knowledge Economy uses or into uses that work in direct support of those uses. This area is highly visible from Interstate 75. Business-to-business functions, such as materials suppliers or office support uses, also represent an ideal fit in this southern section of the Smart Zone.

DESIGN CONCEPT

- New construction and redeveloped properties should be set in an integrated campus environment.
- Paths, generous landscaping, water features, and similar features found in first-class business parks should be infused throughout the site.
- Mass-transit stops should be located along routes to accommodate the workforce.

SITE DESIGN ATTRIBUTES

- Primary parking areas will be within rear or interior side yards and separated into modest-sized components by stormwater management and landscaping.
- All parking should be screened from view by landscaping or walls.
- Walks should connect businesses, adjacent developments, and the public sidewalks.
- Stormwater detention should be captured in pedestrian friendly landscaped designs.
- Mass transit stops should be provided on the exterior and within the interior of the district.

ARCHITECTURAL ATTRIBUTES

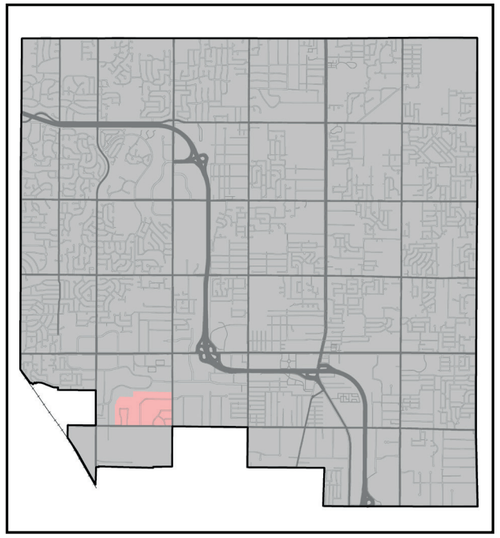
- Height should be encouraged in cases where the development makes unique contributions to the area.
- Non-industrial portions of businesses should face the street system.
- Durable metal, glass, masonry, and other materials should be used to promote the scientific image of emerging technology.
- Entries should be well-defined.

Automation Alley Technology Park in Troy; Photo by Brent Savidant

Ford Rouge LEED Rated Assembly Plant and Visitor Center

High-tech industry within the Smart Zone; Photos by Brent Savidant

Automall: A Unique Approach & Competitive Advantage



- **A coordinated collection of automobile sales lots that have a competitive advantage in that they provide a comparison shopping experience in one area**
- **New development should include walkable elements to allow for users to experience more than one dealership without moving their car**
- **Coordinated site design characteristics throughout the area**

The Automall is a category that is unique to Troy. This area is home to a comprehensive collection of retailers of nearly every automobile make in the country, and their grouping in one small, planned district provides a distinct advantage over similar automobile retailers around the region. In this location, potential buyers can see a variety of makes and models up close and make more informed buying decisions. The City continues to encourage the development of the Automall for this purpose. While the predominant use in this location is auto dealerships, other ancillary uses directly relating and in support of these dealerships will also be considered.

Auto dealerships in the Automall should be encouraged to develop outstanding automotive displays and engaging facades. The combination of these upscale automobile dealerships in a dense collection, offering unique permanant displays, will complement one another to create a showcase for automotive design as well as for autombile sales and service.

The Michigan Design Center, located at the northwest corner of the Automall area on Stutz Drive, provides a unique asset for Troy. This facility offers a unique collection of over 40 showrooms in a 215,000 square foot facility. These showrooms display the latest in home furnishings and interior design elements. Primarily geared toward design professionals, the facility also provides an exceptional resource for design students. Potential future opportunities for open floorplan, artist-loft residential development, or other land uses located to capitalize on and strengthen the relationship to the Michigan Design Center should be strongly encouraged in the western section of the Automall area.

DESIGN CONCEPT

- The unique atmosphere of the Automall will be enhanced. Vehicle displays will provide the enhancement.
- Showrooms will provide the setting for the people and products.
- Large expanses of transparent glass and uniquely designed outdoor lighting will define the experience.

SITE DESIGN ATTRIBUTES

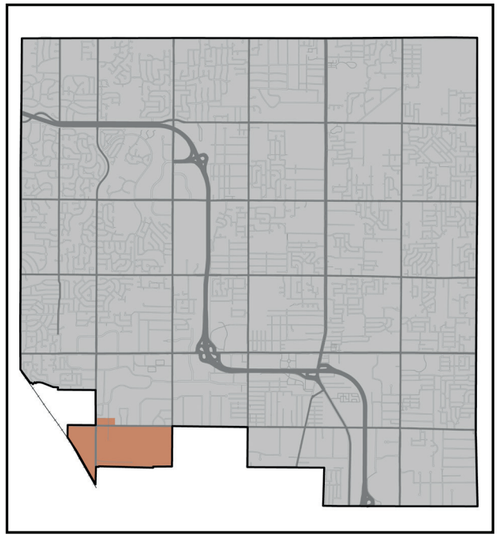
- Install pervious surfaces for walks and low-use parking areas to limit surface stormwater runoff.
- Development should conform to a uniform “build-to” line corresponding to the line of existing buildings.
- Support businesses for the dealerships shall locate on Maple Road and not infill between dealerships.

BUILDING DESIGN ATTRIBUTES

- Showrooms should have a minimum height of sixteen feet.
- A minimum of 75 percent of a showroom façade should be sheathed in transparent glass.
- Support businesses not conducting individual customer sales will locate the office portion of the business along the public street. Site and building maintenance will be the primary design emphasis.
- Dealerships should visually differentiate themselves from one another; the variety of architectural styles will enhance the diversity of the product offerings.

High quality display area within the Automall; Photo by Brent Savidant

The Transit Center: Air, Train, and Transit in a Unique Setting



- **Uses focused on providing pedestrian access**
- **New infill development designed to be compact and complement the Troy/ Birmingham Transit Center and airport**
- **Integration of new transit options as they become available will make this area a true hub for multi-modal transportation and a gateway for the community for those entering by rail, plane, or bus, or for those people seeking a rental car**

The Transit Center is a mixed use area made up of a complementary combination of residential, commercial, and service-oriented land uses. This mixed-use area is centered between the existing Oakland/Troy Airport and the planned Troy/ Birmingham Transit Center.

The combination of air, rail, bus, and non-motorized transportation in one compact area, supported by a high-density residential development and regional commercial uses, will work to create a vibrant gateway to the southwest corner of Troy.

The Transit Center provides a unique amenity to the area in that it will ultimately evolve into a fully walkable area where visitors to the City can experience a variety of activities and enjoy access to more than one transportation option to get around Troy or the Southeast Michigan Region. The continuation of the existing development pattern in this area is encouraged, as are the long-term infill of existing open areas and underutilized parking areas with uses complementary to the vision of a vibrant multimodal transit hub. Cooperation with the City of Birmingham provides a valuable opportunity for establishing a strong working relationship with adjacent communities. The Troy Oakland Airport is a critical part of the Transit Center.

DESIGN CONCEPT

- This will be a high-density, mid-rise area in close proximity to the proposed train station and business airport.
- The area will become a lively village for residents and business customers alike.
- The amount of surface parking will be limited.

SITE DESIGN ATTRIBUTES

- New construction will provide parking at the periphery of development sites.
- The internal street network is encouraged to use a grid pattern of access streets to divide the larger area into a network of development “blocks.”
- Stormwater detention will be captured in pedestrian friendly landscaped designs.
- Outdoor cafes, plazas, pocket parks and similar pedestrian amenities will be key features.
- Non-motorized transportation will be encouraged and enhanced by pathways and storage for bicycles, rollerblades, skateboards, and new emerging types of personal transportation.

BUILDING DESIGN ATTRIBUTES

- Height should be between two and four stories or equivalent height in feet. Federal Aviation Administration requirements limiting building height take precedence.
- Building massing will frame external and internal streets.
- The ground level story should have a minimum height of twelve feet from finished floor to finished ceiling.
- Facades should be at least half transparent glass to promote connectivity between the interior private space and exterior public space.
- Entries will be well-defined.
- Fenestration should be highlighted through the use of awnings, overhangs, or trim detailing.
- Materials that instill a sense of permanence will be encouraged.

A step in transit

Troy could become regional center for buses, light rail

IN TRANSIT

A proposed transit center brings hopes of regional connections between Troy, Birmingham and possibly Detroit.

Somerset Collection
Pavilions of Troy
Big Beaver Rd.
Troy
Coolidge Highway
Downtown Birmingham
Maple Rd.
Transit Center

By Daniel Duggan
Crain's Detroit Business

High hopes surround a plan for a $3 million transit center in Troy that is expected to spur walkable development and connect the sprawling suburb to Detroit and other communities.

Regional planners say the center, near the edge of Birmingham, could act like a regional transit point as the area's struggling transportation system develops around it.

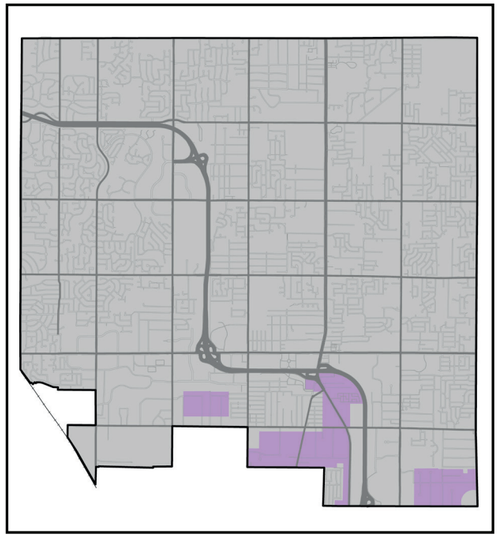
Whether it's the first step toward mass transit in the Motor City or part of the growing Troy-Birmingham rail district,

Blouse

Blouse, president and CEO of the Detroit Regional Chamber, "If we want to stop the talent-job drain and preserve the knowledge-based jobs here, we have to create a different quality of life," he said at a two-day real estate conference in Troy last week. "Mass transit is a very important piece for an economic transformation."

CALDOT Transit-Oriented Development in Oakland, CA City Center

21st Century Industry: A New Opportunity for Growth



- **Continued encouragement of a variety of industrial uses**
- **Light industrial uses with no outdoor storage or external nuisances are especially encouraged**
- **The emphasis for site design should be on screening, landscaping, buffering, and effective transitioning to allow this important category to succeed without negative impacts on residential or commercial areas of the City**

The 21st Century Industry classification provides areas for conventional manufacturing and assembly uses but with a broader interpretation of what industrial areas can become. In addition to conventional industrial uses, shops, and warehousing, this category can be home to business-to-business uses that don't require a significant public presence but which work in tandem with the Knowledge Economy uses encouraged within the Smart Zone and Northfield. Suppliers, fabricators, printers, and many other supporting uses which strengthen the City's appeal as a home to 21st Century businesses are all encouraged in this category.

An alternative use that may be considered on a very limited basis in the 21st Century Industrial area is loft-style residential development in reclaimed industrial buildings. Opportunities for artist lofts and open-floorplan residential development may exist within new, innovative, mixed-use projects. Such projects would be an ideal fit within the 21st Century Industrial area. Such housing will only be considered when all potential environmental limitations have been identified and, if necessary, neutralized.

The majority of the industrial property in Troy surrounds the Maple Road and the southern portion of Troy. Existing land uses along Maple Road vary widely and do not have a clear, identifiable character. Maple Road is primarily experienced as a series of nodes that center on north-to-south traffic leading into and out of Troy from the Big Beaver Corridor. For this reason, Maple Road is planned as a series of areas designed to support the Big Beaver Corridor and the Smart Zone, such as the business-to-business uses noted above.

DESIGN CONCEPT

- This area will recognize that manufacturing and distribution will continue to provide valuable jobs and a tax base. Emphasis will be on maintaining a strong image by concentrating on site and building maintenance as well as redevelopment, rather than redevelopment alone.
- Code enforcement will be a critical tool to maintain the visual and physical health of the district.
- As land becomes available, green space should double and storm water management should improve.

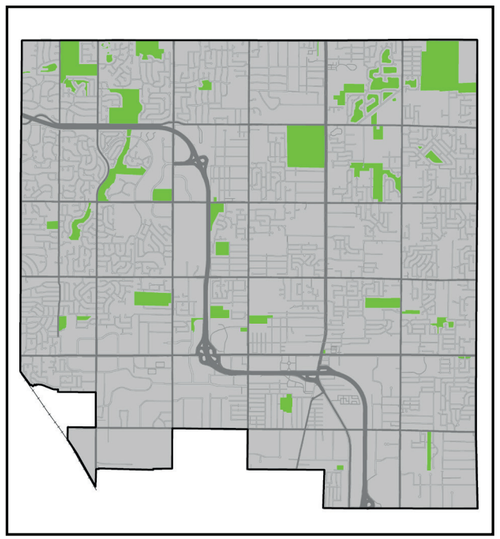
SITE DESIGN ATTRIBUTES

- Primary parking areas are located within rear or interior side yards.
- Front yards will be landscaped and well-maintained to contribute to an improving image.
- Green space will be placed along property perimeters to assist with controlling surface stormwater runoff.

BUILDING DESIGN ATTRIBUTES

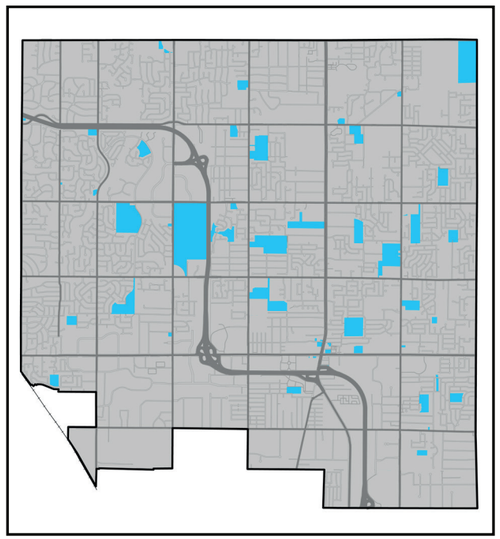
- The office portion of industrial developments will locate nearest to the public street.

Recreation and Open Space: Extraordinary Amenities



The designation of Recreation and Open Space provides areas for both active recreation and conservation of natural resources. This land use can be either publicly or privately owned. Maintenance of these areas are essential to the preservation of fish and wildlife habitat, water quality, wetlands, scenic amenities, and outdoor recreation opportunities. Other significant areas are designated throughout the City and include private parks and common open areas associated with other private development.

Public and Quasi-Public: The Foundation of Troy's Neigborhoods



The Future Land Use Plan designates existing areas set aside for institutional uses such as schools, cemeteries, and other public and quasi-public activities. These sites are scattered throughout the City and are often at the center of the social neighborhood. Schools, especially, play a large role in the creation of social neighborhoods and provide a community center function.

This category also includes the Civic Center site, which contains the main operations of the City of Troy. Since the acquisition of the former Troy High School site in 1993 and construction of the Troy Community Center, this location has empowered the City to greatly enhance its operations and plan for future growth, which provides the City with an outstanding opportunity to showcase innovative and responsible development practices in a visible location. It is expected that the current City, Court, and Library functions will continue at the present location.

This future land use category also includes the Beaumont Health Care Campus on Dequindre Road. The City supports the long term development of this site and encourages its growth and success.

Finally, the quality of utilities and service are inextricably tied to the quality of living, working and conducting business in the City. This category includes some areas reserved for meeting the basic needs and expectations of City residents through utility installations. Detention and retention basins are also included in this category.

10 – Special Area Plans

Special Area Plans

132 // Rochester Road
150 // Maple Road
182 // North Troy

As part of the 2015 Master Plan update, the City undertook a special area study of four areas of the city: Rochester Road, Maple Road, North Troy, and Big Beaver.

The Michigan Planning Enabling Act, PA 33 of 2008 requires that the Master Plan shall be reviewed by the Planning Commission at least every five (5) years. The purpose of such review is to determine if the Plan requires revision. The Planning Commission reviewed the Plan and made a determination that a complete revision of the Plan was not necessary, although there were several specific areas of the Plan which should be addressed.

While the Future Land Use Plan ensures compatible and coordinated growth throughout Troy, there are identified areas of the City that are undergoing significant change. In those areas where substantial development and redevelopment activity is likely, special area plans provide an illustrative framework to guide development in a way that fosters a sense of place and establishes community identity in key locations. The plans are intended to act as a catalyst for future economic redevelopment within the boundaries established by each plan.

The plans provide schematic representations of potential development areas at a variety of scales and levels of detail and may include illustrative configurations for new streets, buildings, parking, open space, and circulation as may be appropriate to the area. They are accompanied by descriptive text that explains existing site characteristics, planning challenges, design considerations, and planning goals for each area.

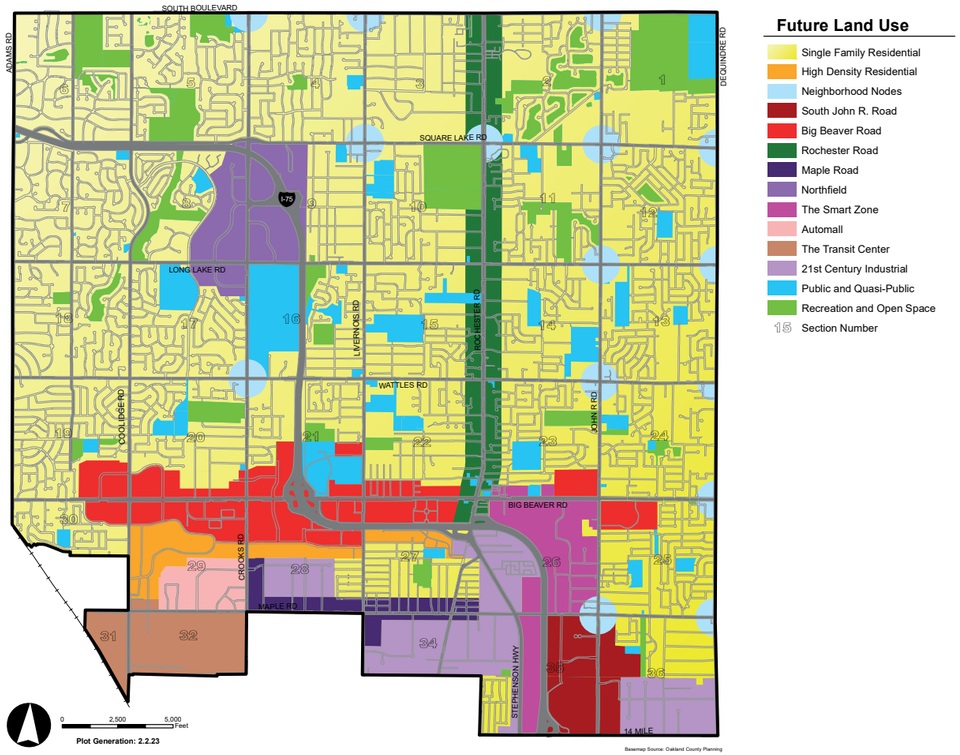
Public Engagement

The City pursued a unique approach in public engagement by holding a series of targeted forums focusing on specific issues. Feedback from the community guided the overall direction of the plan. The following summarizes the content of each forums:

Real Estate Forum

The City of Troy hosted a Real Estate Forum on Tuesday, April 29, 2014 at the Troy Community Center. Over 60 community leaders, business owners, real estate developers, and interested citizens participated in a productive dialogue regarding the future direction of key economic areas of the City, specifically Maple Road, Big Beaver, North Troy, and Rochester Road. Participants were presented with target area snapshots and were asked to identify and describe the assets and challenges of these four areas. Participants also offered strategies

Target Area	Geographic Area	Focus of Study
1. Maple Rd and IB Zoning Area	The Transit Center, Maple Road, 21st Century Industrial, and the Smart Zone as described in Master Plan that are located along Maple Road/ Stephenson Road and south to the city border	Market issues, pedestrian circulation, and minor zoning code amendments.
2. Rochester Rd	Big Beaver Road to Wattles Road	Address concerns of adjacent neighbors regarding height, and land use buffers and transitions. Will require amendments to zoning regulations for GB and CB.
3. North Troy	The Northfield area as described in Master Plan	Office vacancy and diversifying land uses



for reinforcing assets, re-envisioning challenges, and ultimately attracting new development that is right for the corridor and the community. Participants emphasized the need for collaboration between City departments and community stakeholders as well as a coordinated vision that is responsive to market demands and focused on quality of life.
By building on the unique strengths of each area, activating established nodes, and reinforcing new development with pedestrian amenities, transit connections, and a desirable mix of uses, those sites that were once viewed as challenges will appear as opportunities for reinvestment.

Key takeaways from the Real Estate Forum:

- Density is key
- Plan should be market driven and forward thinking
- Transportation and pedestrian improvements are important
- Zoning should align with the Master Plan and offer flexibility to encourage the right development at the right time
- North/South corridors provide important connections between the target areas and adjacent communities
- Residential development should attract and accommodate different ages, lifestyles, and income levels
- New developments should be connected
- Strategic, tactical, and creative placemaking strategies can activate node

High School Forum

In order to gain input from the future leaders, a session way held with twenty high school students (ten each from Troy and Athens High Schools).
The students were intended to serve as a cross-section of the high school population. The students were quite impressive and were motivated at their responses.
Attendances were asked to use one word to describe Troy today and one word to describe Troy in 10 years:
The students were then asked a series of questions about Troy including what they like best about living in Troy, what they like least, their desire to move back to Troy after school, and Troy's most pressing needs. The full results are located in the appendix. The students enjoy the quality of schools; however most students noted that they do not plan on moving back to Troy in the future. If they did move back to Troy it would be because of family and the quality of the schools. They note that Troy is missing entertainment options, and "cool" housing options, and does not provide walkable or bike-able places. Most students desire to live in a big city after college graduation.

Neighborhood Association Forum

City of Troy hosted a neighborhood forum with Presidents and representatives from the various neighborhood associations. All geographic residential portions of the city were represented.

We started the discussion with asking those in attendance one word to describe Troy today and one word to describe Troy in 10 years:
Participants were asked a series of 15 questions. The full results are located in the appendix. The questions focused on neighborhood issues affecting their neighborhoods including property upkeep and maintenance, transportation improvements, land use transitions and buffers, desired community amenities, and need for housing options.
There were two big takeaways from the neighborhood forum discussion. The first takeaway was that residents like living in Troy and cited a number of reasons including high quality of the public schools, entertainment options, safety, and housing stability. Maintaining a quality school district was cited of critical importance, especially for neighborhood and property value stabilization. The second major takeaway was the biggest issue facing Troy is a lack services within walking distance and lack of non-automobile transportation options.

Boomer and Shaker Forum

The City of Troy hosted a "Boomer and Shaker" Forum on Monday, August 17, 2015 at the Troy Community Center. The purpose of the forum was to meet with Troy residents to identify issues and determine strategies to ensure Troy assists its aging population and creates an aging friendly place. The intent was to focus on issues facing Troy's boomer and senior population but also

address issues that cross-generational lines:
• Housing
• Transportation
• Placemaking
• Walkability
• Safety and Security
• Health Services
• Recreation and Cultural Activities

Over 80 community residents participated in a productive input session to make Troy an aging friendly location.

Most of the participating residents are likely to remain living in Troy as they age. Many noted the high quality of life living in the City. For those that identified that they are likely to leave Troy, the most listed reason was a lack of housing option and a lack of transportation options. Underserved senior housing options and a need for increased public and dedicated senior transportation options was a common discussion point of the Forum.

The first major takeaway was there is an identified underserved housing type of senior-friendly housing such as smaller, single-family homes, condominiums, or apartments with first floor master bedrooms. Housing affordability was listed as a significant housing limitation. Many remarked that they are on a fixed income and cannot afford a $400,000 house/condo. They noted that affordable, smaller housing options are difficult to find in Troy and the City should push development of those types. The second major takeaway was the need for improved transportation options, particularly serving seniors. Most attendees noted that because they are able to drive they are able to obtain their daily needs (health services, retail goods, social, recreational, and cultural). However, they are unsure if they will be able to once they are unable to drive.

To improve transportation options, the City should work with SMART to increase bus hours and locations. While Medi-go, a transportation service for Troy disabled residents and those age 60, provides a valuable service, the hours are limited and should be expanded. Medi-go should be complimented with a dedicated transportation system or on-call shuttle service for seniors for daily needs in addition to just medical appointments, like grocery shopping, recreation activities, etc. Lastly, the City should focus on improving the sidewalk system and street crossing at major thoroughfares, and build trails.

Troy Today	Troy in 10 Years
Versatile	Fun
Peaceful	Advanced
Family-oriented	Utopia
Upscale	Safer
Quiet	Educated
Potential	Expanded
Diverse	More Diverse
Well-rounded	Innovative
Residential	Modern
Safe	Creative
Fun	Changing
Busy	Less-Congested
Close	Professional
Engaging	Busy
Boring	Beautiful
Suburbia	Affordable
Opportunity	Home-owner oriented

Troy Today	Troy in 10 Years
Suburban	Advanced
Future	Economic Leader
Random	Attractive
Evolving	Progressive
Bedroom-community	Education
Attractive	Birmingham; More Parking
Youth	Envied
Opportunity	Futuristic
Diverse	The standard
Accommodating	Smart
Modern	Advanced

Rochester Road: Special Area Plan

Introduction

The Rochester Road corridor is a major north-south thoroughfare traversing Oakland County, with convenient access to I-75, M-59, Big Beaver Road, Maple Road, and Stephenson Highway. Recent road improvements and the creation of a boulevard have improved traffic flow along the corridor, but the vision of a green corridor as envisioned in the 2008 Master Plan has not yet been realized. Development along the corridor has been inconsistent with variation in the size and location of buildings. Other challenges include the location of parking areas, outdated façades, and nondescript architecture, landscaping, lighting, and signage. The goal of this Plan is to provide a unifying framework built around public and private improvements that will change the function and character of the corridor over time. Rochester Road has the potential to become a hub for small businesses, independent restaurants, neighborhood services, and live-work development.

Evolving to Meet New Challenges

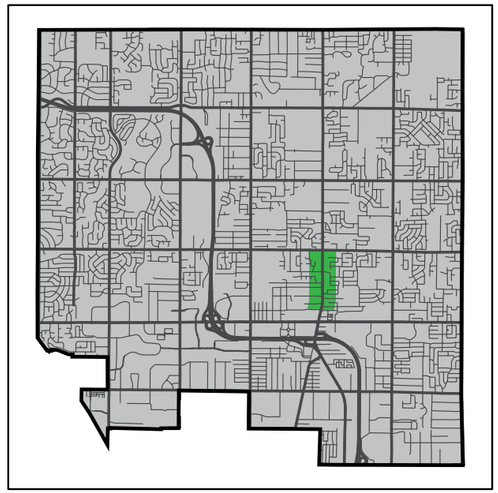
Rochester Road offers a convenient local commercial node close to the Big Beaver corridor. Adjacent to attractive neighborhoods of primarily single-family homes in a great school district, it is principally service and retail use. The challenge for Rochester Road is to develop an active, aesthetically pleasing, commercial corridor that will attract customers, increase taxable value, and grow the Troy economy, while protecting the adjacent residential neighborhoods.

In general, the vision for the future of Rochester Road poses some contradictions. In terms of traffic, commuters are trying to get through the area as fast as possible, while residents and businesses are calling for a much slower pace that will provide a safe, pedestrian friendly environment. The new boulevard has improved traffic; however, it is only the first step to effectively addressing the pedestrian realm and access management. Continued public/private investment will be needed to transform the corridor. In terms of development, real estate professionals reiterate that “density is key” for corridor revitalization, while residents push to maintain height restrictions. The area is dominated by shallow, narrow lots with limited pedestrian access and inconsistent setbacks. Most users agree that excessive signage and inconsistent façade design result in the perception of visual clutter.

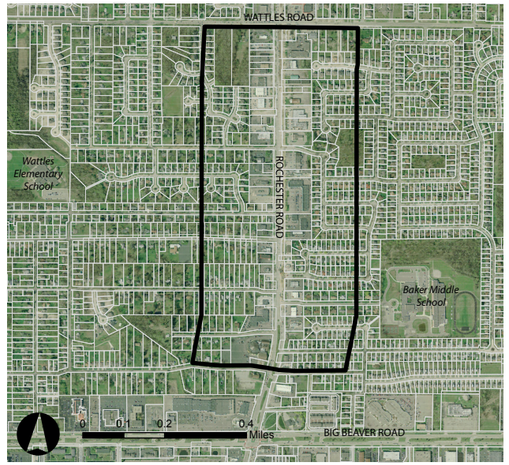
Development along the corridor has been uneven with tremendous variation in the size and scope, location of parking areas and roadway access, architecture, landscaping, lighting, and signage. The goal of this Plan is to provide a unifying framework built around public and private improvements that will change the function and character of the corridor over time. The Plan identifies three complementary concepts for dealing with these issues and creating a solution that all users will welcome. The first concept deals with restructuring the pattern of land use and development lining the corridor, the second involves incorporating the redesign of the public right-of-way, and finally, the third creates a cohesive image and stronger identity for the corridor.

Vision Statement

Rochester Road will be a welcoming, pedestrian friendly neighborhood shopping destination known for its small business incubation and stormwater management best practices. Green infrastructure, landscaping, and streetscaping enhance the character of the corridor, while also providing a buffer between commercials areas and adjacent residential uses.



Locator map



Target Area map

Existing Conditions

2013 Target area statistics

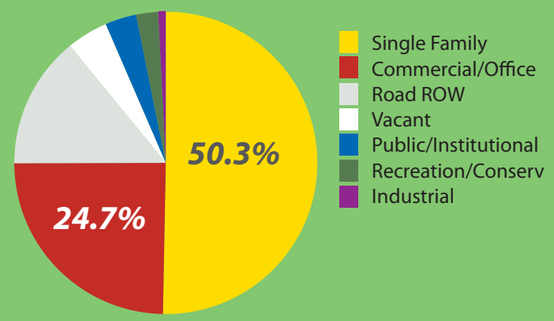
Total taxable value	$43,612,770
Total area (acres)	164
Total businesses	131
Total employees	1,037

2010 Market area statistics [1]

Population	9,651
Households	3,321
Percent owner occupied	81.4 %
Median household income	$86,712
Per capita income	$34,928

1: Esri 2013 Estimates Business Summary from Oakland County EDCA, Census 2010, City of Troy GIS data 2013 Note: 1. Market Area includes households within 1 mile of Target Area. 2. Employee and Business data use NAICS codes.

Land Use[2]



2. Land Use calculations include all parcels within the Target Area.

Property Data

	Target Area	Commercial	Industrial	Residential
Total Parcels	392	57	1	334
Total Structures	376	53	1	322
Total Acres	164	50	1	113
Median Year Structure Built		1982	NA	1976
Total Floor Area (SF)		379,321	NA	601,131
Median Floor Area (SF)		4,800	NA	1,709
Total Taxable Value	$ 43,612,770	$ 14,911,860	NA	$ 28,700,910

Source: City of Troy GIS data 2013

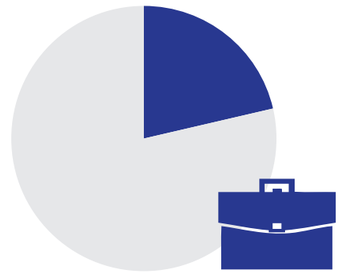
Top Industries in Target Area by Employment [3]

32.1% *Finance & Insurance*

	Employees	Percent (%)
Finance & Insurance	333	32.1
Administrative & Support & Waste Management	135	13.0
Accommodation & Food Services	124	12.0
Retail Trade	109	10.5
Professional, Scientific & Tech Services	83	8.0

3: Esri 2013 Estimates Business Summary from Oakland County EDCA

Top Industries in Target Area by Number of Businesses



21.4 % *Professional, Scientific & Tech Services*

	Businesses	Percent (%)
Professional, Scientific & Tech Services	28	21.4
Administrative & Support & Waste Management	22	16.8
Retail Trade	15	11.5
Other Services (except Public Administration)	11	8.4
Health Care & Social Assistance	10	7.6

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA

Gateways

- Wattles Road
- Big Beaver Road

Assets

1: Rochester Road street improvements

2: Wattles Elementary School

3: Baker Middle School

4: Gateway Park on Big Beaver Road

Opportunities

1: Potential development site

2: Recent redevelopment

3: Potential development site

4: SE of Rochester Rd and Troywood Drive

5: NW of Rochester Rd and Colebrook Driv

6: Troy Pointe Plaza

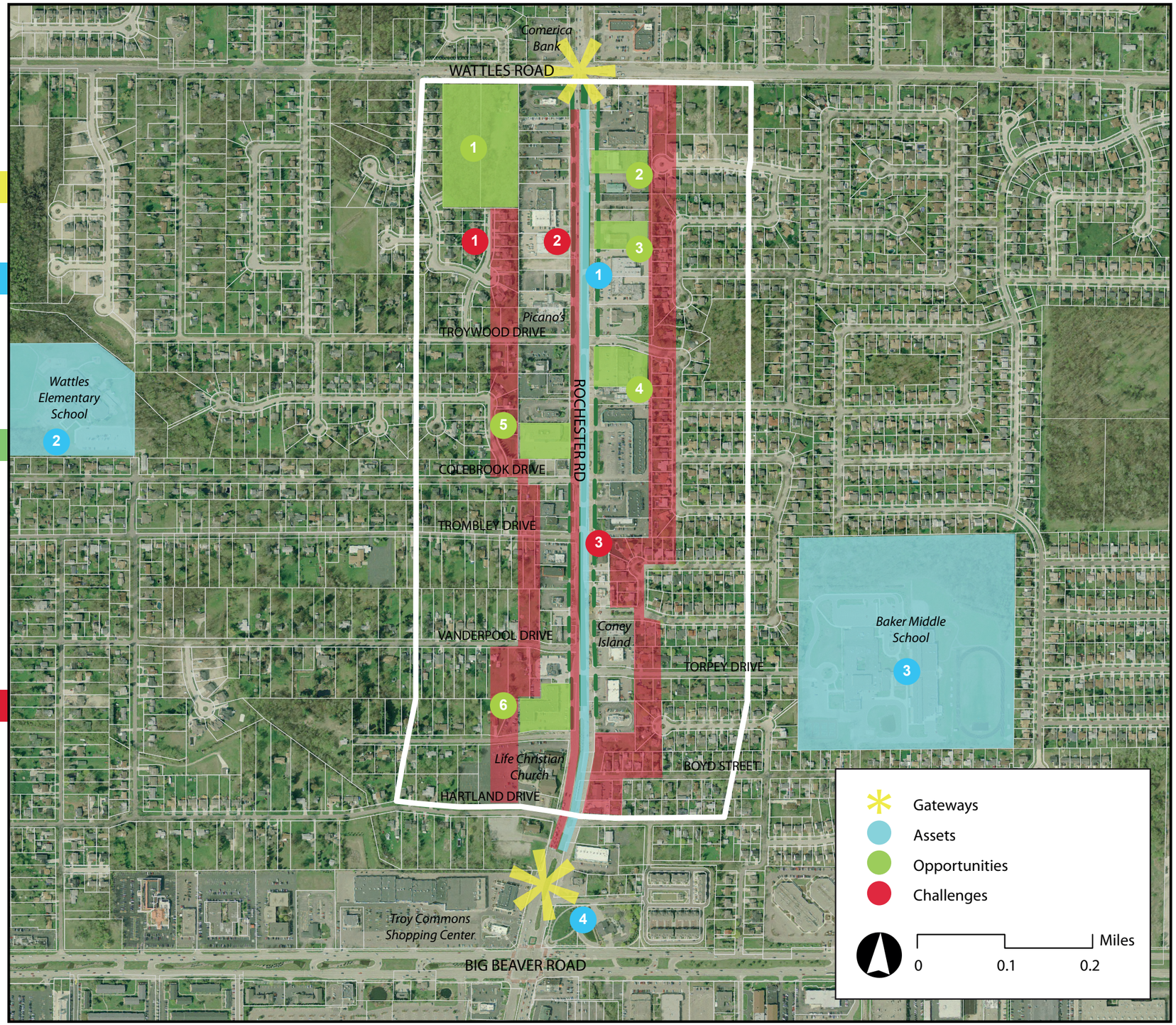
7: Mom and Pop character

Challenges

1: Boundary/transition between single-family residential Boundary/transition between single-family residential

2: Inconsistent building setback

3: Shallow depth of commercial frontage



Rochester Road Public Engagement Findings

Rochester Road offers a convenient economic node close to residential neighborhoods. It is primarily service and retail use. The corridor could be marketed as the “Entrepreneurial Center” for the City as it provides an incubator for small start-up businesses. The area is dominated by shallow, narrow lots with limited pedestrian access and inconsistent setbacks. Excessive signage and inconsistent façade design result in the perception of visual clutter. New development may require the consolidation of parcels, but there are concerns from the community about increasing building heights where adjacent to residential properties.

There needs to be a conscious effort in branding Rochester Road and making it a notable place. Streetscape should not be underestimated. Sidewalk connections and pedestrian access must be accommodated in new developments. Infrastructure can be used to mask the visual clutter and give the corridor a unified image.

Considerations

- Keep integrity of residential as more commercial frontage is developed
- Reface retail and create more pedestrian friendly intersections
- Clean corridor and remove or revitalize obsolete buildings by finding incentives for redevelopment
- Reduce setbacks and parking associated with strip malls
- Develop retail and restaurants that reflect the needs of nearby residents
- Encourage senior housing and compatible uses

Priorities and Strategies

This Plan recommends three priorities for establishing Rochester Road as a vibrant and walkable corridor with ample pedestrian amenities, convenient neighborhood services, and great accessibility. These priorities and strategies include:

1. Enhance the image and identity through private investment and public/private partnerships

Strategies:

- Adopt Design Guidelines/Standards
- Establish building improvement programs
- Coordinate streetscape improvements
- Encourage innovative stormwater management

2. Improve access management

Strategies:

- Implement Rochester Road Access Management Plan between Big Beaver and Wattles Road
- Support lot consolidation
- Require consistent building and parking location placement

3. Preserve adjacent residential character and encourage compatible development

Strategies:

- Provide rear setback and landscape buffers between Rochester Road frontage parcel and adjacent residential properties

Priority and Strategy Interconnection:

These priorities and their strategies are not mutually exclusive; rather they reinforce each other and together they have the ability to attract users and spark investment and ultimately achieve these aims of vibrancy, identity, and walkability.

Priority 1: Enhance image and identity through private investment and public/private partnerships

Rochester Road offers a different kind of retail environment, one that is focused on neighborhood service and affordable to small businesses. Despite recent improvements to the right-of-way, Rochester Road lacks a unified identity and cohesion. Excessive signage and outdated strip malls result in the corridor feeling visually cluttered. Updating existing buildings, eliminating blight, and creating a cohesive streetscape will require financial incentives, comprehensive planning, and coordinated public and private investment. However, with targeted interventions and plan implementation, the corridor can elevate the aesthetic quality of the area and embrace its green corridor identity.

Renovating commercial storefronts and addressing code violations will enhance the corridor’s appearance and economic strength.

Rochester Road Image and Identity

Priority 1: Enhance image and identity through private investment and public/private partnerships

Strategy: Develop Design Guidelines

The City has made a significant investment in the public portion of Rochester Road, and private development should reflect that high quality investment. Design guidelines will facilitate the phased redevelopment of the corridor. These standards are a paradigm shift from customary single use zoning and automobile oriented development patterns to development decisions focused on building placement, integrated use, universal access, and pedestrian amenities. The fundamental element of the Design Guidelines is the relationship of the building to the street which includes building mass, site access, parking arrangement, and treatment of the pedestrian realm.

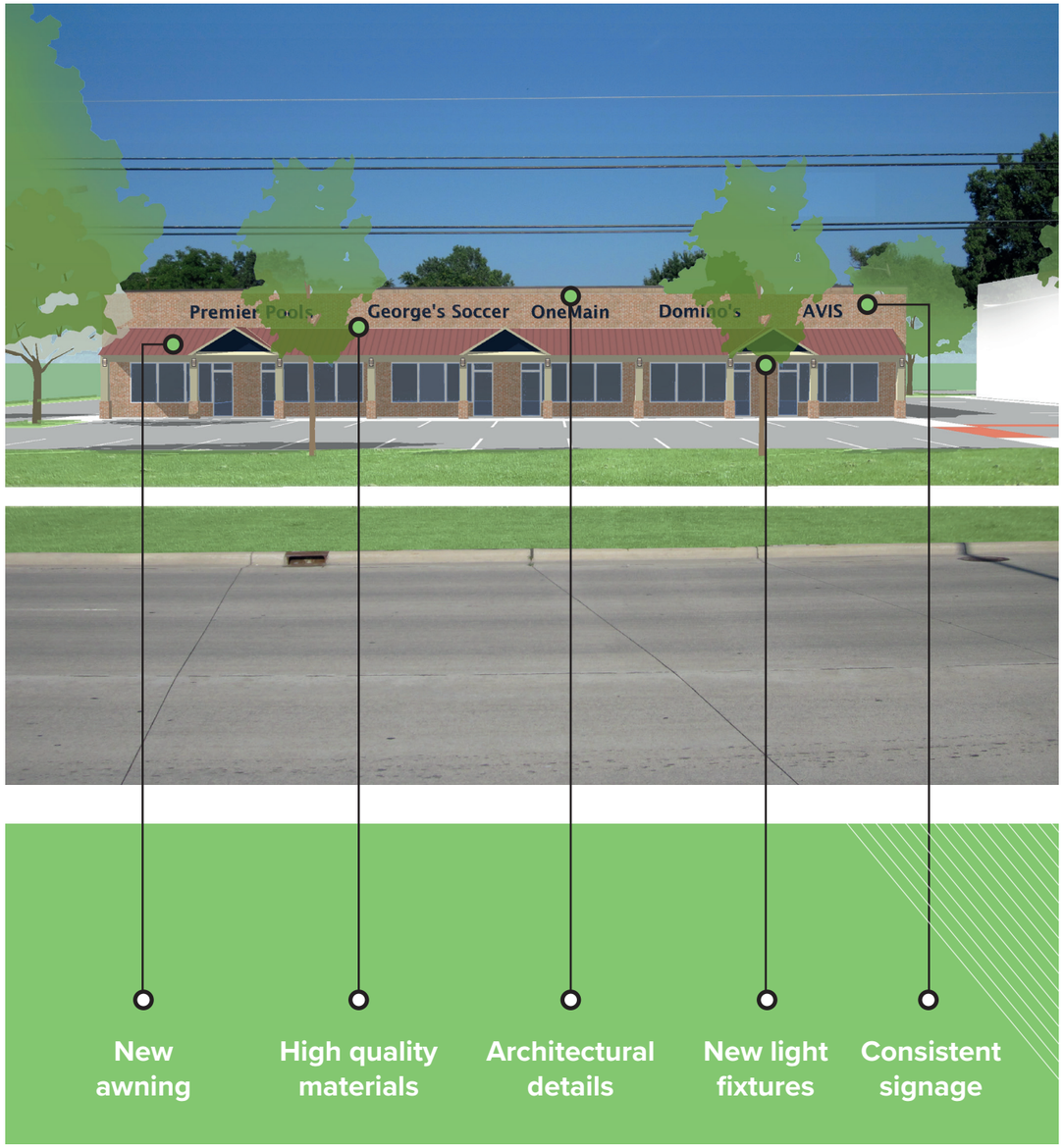
It is important that the Design Guidelines be crafted to encourage quality design while not reducing development incentives.

Strategy: Establish Building Improvement Programs

Many of the commercial buildings along Rochester Road are over 30 years old, including a few structures built in the 1950s and 60s. Establishing a façade improvement grant program will provide the necessary incentive and guidance to update and enhance tired exteriors. Increased focus on beautification and code enforcement is necessary and can be promoted through social media and neighborhood groups. Even the newer buildings constructed in the last 10 years will benefit from formal design guidelines.

Existing Conditions

Potential Building Improvements



Priority 1: Enhance image and identity through private investment and public/ private partnerships

Strategy: Coordinate streetscape improvements

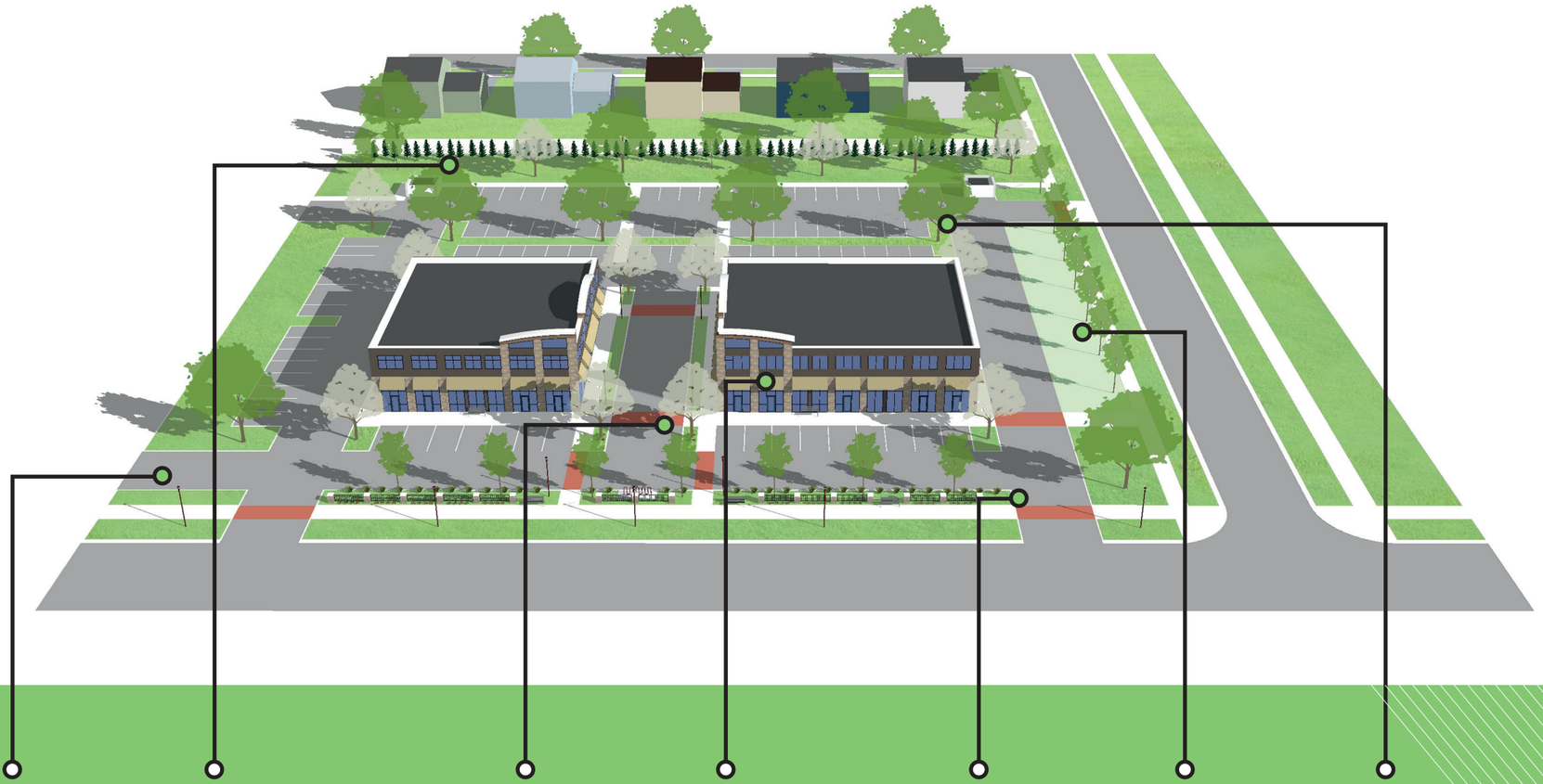
Streetscape elements can identify an area as a special and distinct place for residents, shoppers, visitors, and employees. The City should establish a conceptual Streetscape Plan that sets recommended standards for landscaping, signage, lighting, sidewalks, intersections and access.
The Rochester Road streetscape should provide:

- A defined edge between the pedestrian and automobile areas
- A unified relationship between the public/pedestrian realm and private domain
- The use of street trees and landscaping, furniture, paving, lighting, and other streetscape elements
- Attractive street lighting that reinforces the corridor image and minimizes extraneous light

Streetscape may occur corridor wide or occur as redevelopment does.

Strategy: Encourage innovative stormwater management

The 2008 Plan identified Rochester Road as a green corridor, as this section of the corridor is intersected by the Shanahan and Lane Drains. Use of green infrastructure in coordination with infrastructure and nonstructural stormwater best management practices (BMP) should be incorporated. New development should protect natural flow pathways and reduce impervious surfaces. The Plan encourages installing rain gardens, vegetated filter, pervious pavement, vegetated roof, and native plants. Project considerations should include land use, runoff quality, site factors, costs, construction coordination, and maintenance issues. Property owners should reference the Low Impact Development (LID) Manual for Michigan produced by SEMCOG.



Cross Access	Buffering between Land Uses	Pedestrian Connections	Building Form	Streetscape	Stormwater Management	Parking Lot Landscaping
Provides vehicular access between adjacent sites in order to create a safer pedestrian and automobile environment by reducing the need for multiple site curb cuts.	Development edges should provide a transition to adjacent parcels.	Properly designed sidewalks and crosswalks that provide internal and external site connections to adjacent parcels and the Rochester Road public sidewalk.	Building form and design should result in an integrated and high quality development. The building massing and material should be complementary of context and enrich the corridor environment.	Streetscape amenities such as decorative lighting, special pavers, bollards, trash cans, and benches can enhance an area's pedestrian environment and commercial viability.	New development should incorporate stormwater management best practices, including Low Impact Development (LID).	Parking should be conveniently provided but located behind buildings and screened with necessary landscape and design elements.

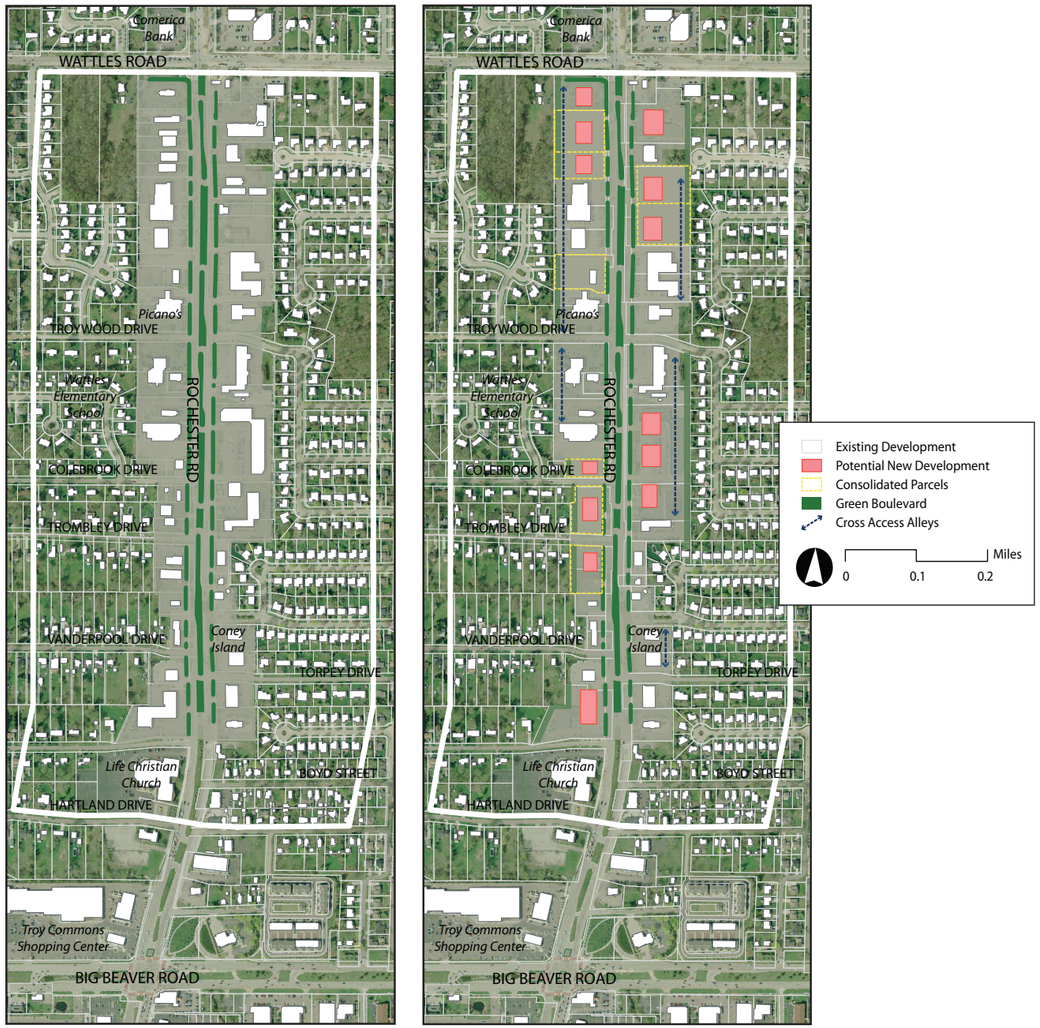
Priority 2: Improve site access and building orientation

Drivers often experience difficultly entering and exiting sites along Rochester Road. Curb cuts and inconsistent setbacks also deter pedestrian and non-motorized traffic. Access management along Rochester Road is necessary to ensure roadway safety and efficient operations while providing reasonable access to the adjacent land uses. Eliminating driveway redundancy and establishing consistent building placement and parking locations actually increase business access and visibility and also create a safer, more inviting automobile and pedestrian environment.

This graphic represents the strategy to improve Rochester Road through infill development and access management.

Existing Conditions

Proposed Improvements



Priority 2: Improve site access and building orientation

Strategy: Implement Rochester Road Access Management Plan between Big Beaver and Wattles Road

In 2011, the City of Troy participated in the creation of the Rochester Road Access Management Plan along with four other communities, Southeast Michigan Council of Governments (SEMCOG), Michigan Department of Transportation (MDOT), and Road Commission of Oakland County (RCOC). Based on MDOT's Access Management Guidebook, the Plan recommends improved road design, modified access, increased walking and biking, and coordinated low impact development along the entire corridor. In addition to these overarching principles, the following corridor segment specific recommendations should be implemented for the portion of Rochester Road between Big Beaver and Wattles Road:

- Reduce driveway density by removing 11 of the 38 total existing access points
- Increase visibility of the un-marked bike route crossing at Bishop/Troywood
- Connect properties at the rear with parking lot connections, access easements, or an alley

The City has recently made significant roadway improvements, introducing a boulevard. Recommendations from the Access Management Plan should be implemented as development occurs. The City should also coordinate implementation with other local initiatives, capital improvements, and road construction projects.

Building oriented to Rochester Road

Access management is a set of techniques that state and local governments can use to control access to highways, major arterials, and other roadways, increase the capacity of these roads, manage congestion, and reduce crashes.

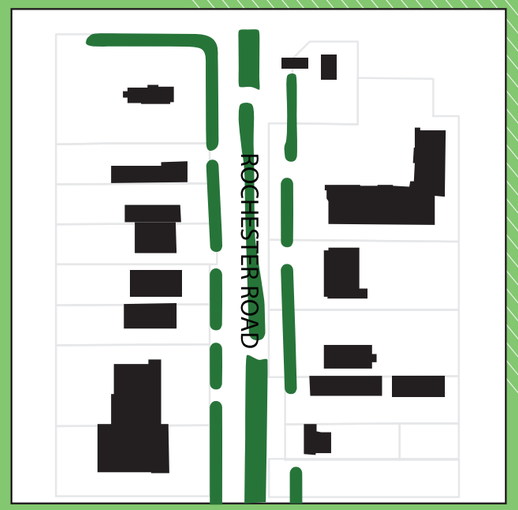
Source: Federal Highway Administration

Benefits of Access Management:

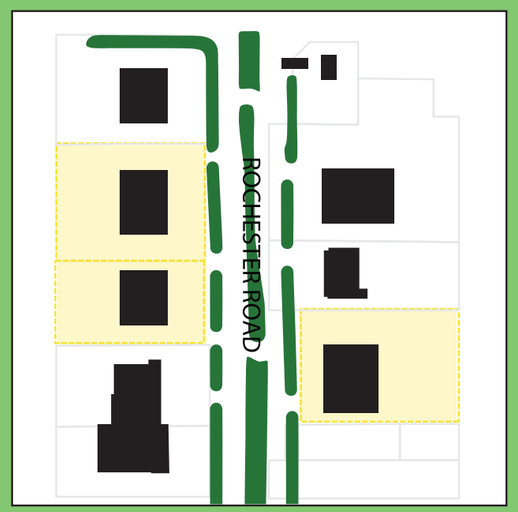
- **Safety** – reduces crashes
- **Capacity** – improves traffic flow
- **Walkability/Transit** - reduces conflicts
- **Aesthetics**– increases landscaped areas
- **Business Vitality** – improves customer ingress/egress
- **Preserve Investment** – very cost effective

Source: Rochester Road Access Management Plan, 2011

Existing Conditions



After Lot Consolidation



A street wall is formed when buildings front onto a street with consistent setbacks. The placement, scale and design quality of the building's street wall determine the character of the streetscape and reinforce pedestrian objectives.

Strategy: Support lot consolidation

Lot consolidation provides two significant benefits. First, lot consolidation permits the elimination of curb cuts. Reducing curb cuts increases safety for motorists, cyclists, and pedestrians reducing points of vehicular conflict. Secondly, lot consolidation creates larger lots, which permit greater design flexibility and are easier to develop. Contiguous parcels on Rochester Road create challenges for coordinated development and design continuity. Land assembly can work to the advantage of both a developer and property owners. Property owners benefit from increased property values, and developers get a large enough parcel to build on for today's markets.

Strategy: Require a consistent building placement and parking location

A consistent building placement and parking location will help improve access management and establish a defined street wall. As noted in the Rochester Road Access Management Plan, some of the buildings are set too close to the right-of-way to allow cross access between properties. On the other hand, the strip retail centers are set back to accommodate parking, providing limited pedestrian connections and little to no landscaping in the parking area. Orientation should avoid overcrowding and allow for functional use of the space between buildings and in the front and rear yards. Parking should not be the dominant visual element on the site; instead, the building should provide a welcoming entrance – preferably covered – that provides convenient access to all users.

Priority 3: Preserve adjacent residential character and encourage compatible development

Rochester Road functions as a link, connecting the single family neighborhoods to the larger commercial corridors and regional highways. This function presents both an opportunity and a challenge for the corridor. Redevelopment along Rochester Road must respond to a range of land use patterns and existing conditions.

A tenet of both the Master Plan and Zoning Ordinance is the protection of residential properties. Balancing development priorities and surrounding neighborhood character will be vital to the success and health of the corridor. Senior housing, casual dining, professional office, and neighborhood services are some of the desirable uses for this community. Mixing uses, horizontally and vertically, will also provide for a more walkable and vibrant area. Too much flexibility can appear inconsistent at times, so establishing clear regulations on building form and use is essential. Many of the commercial properties are outdated, particularly the strip retail stores. Through lot consolidation, the larger properties near the Wattles intersection offer great potential for redevelopment.

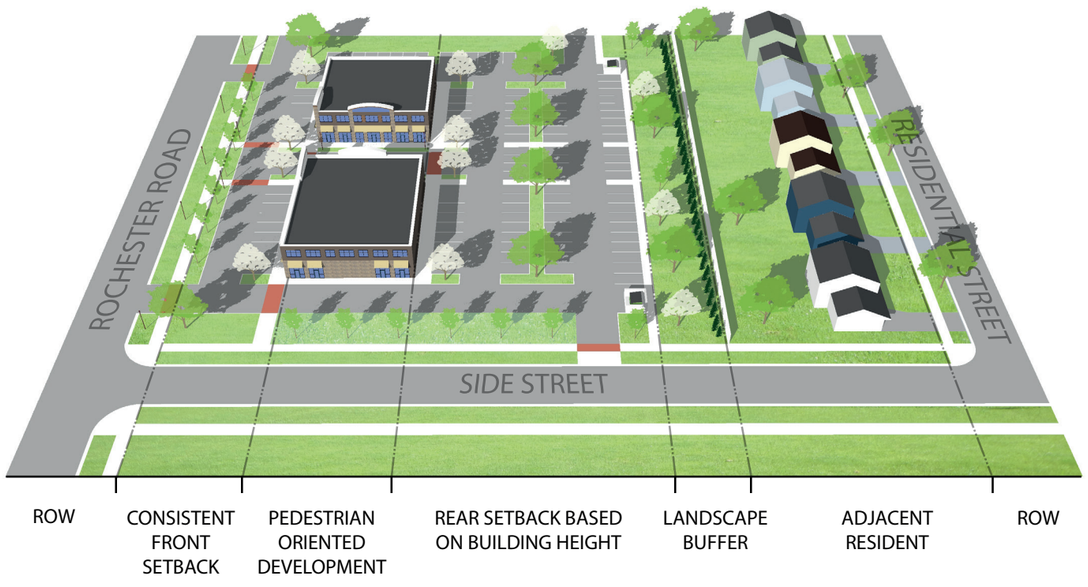
Existing Conditions

Proposed Improvements

Priority 3: Preserve adjacent residential character and encourage compatible development

Strategy: Provide buffer and landscape between Rochester Road frontage parcel and adjacent residential properties

Shallow parcel depth along Rochester Road is a constraint on site design. Parcels range in size from 90 to 300 feet deep, with frontages ranging from 60 to 460 feet. In order to protect residential properties, additional buffers and transitions should be applied for commercial and industrial developments adjacent to residential uses. The buffers can be in the form of setbacks, greenbelts, and increased landscape requirements.



Transition between Commercial Uses and Residential Uses

Action Plan and Implementation

The Rochester Road Plan is organized into multiple projects so the vision can be refined and implemented in phases over time in a flexible manner. Priority transformative projects like the streetscape projects and facade improvement programs entail multiple phases given their scale and ambition and serve as economic catalysts enhancing the image of the corridor. The timeframe to implement the Plan will depend on many factors, including market conditions, financing, approvals, and other City initiatives.

	Strategy	Actions	Phasing	Responsibility
Priority 1 Enhance the image and identity through private investment and public/private partnerships	Design Guidelines	Develop and adopt Design Guidelines	Near	City
		Incorporate Design Guidelines into Zoning Ordinance	Near	City
		Implement Design Guidelines as development occurs	Near/Mid	City, Private entities
	Establish building improvement program	Research building improvement programs and best practices	Mid	City
		Determine managing body and identify program resources and funding	Mid	City
		Adopt criteria from Design Guidelines/Standards	Mid	City
		Develop and implement Building Improvement Program	Mid	City
	Coordinate streetscape improvements	Develop Rochester Road Streetscape Plan	Near	City
		Implement Streetscape Plan comprehensively or as development occurs	Near/Mid	City, Private entities
	Encourage innovative stormwater management	Develop Rochester Road Stormwater Plan	Near	City
		Implement Stormwater Plan comprehensively or as development occurs	Mid	City, Private entities

	Strategy	Actions	Phasing	Responsibility
Priority 2 Improve access management	Implement Rochester Road Access Management Plan between Big Beaver and Wattles Road	Eliminate identified access points as development occurs	Near	City, Private entities
		Create parking connections as development occurs	Near	City
		Improve crossing safety for bicycles at Troywood/Bishop	Near	City
	Support lot consolidation	Create Rochester Road Overlay or amend Community Business (CB) and General Business (GB) District zoning regulations	Near	City
		Encourage/require lot consolidation as development occurs	Near	City
	Require a consistent building placement and parking location	Create Rochester Road Overlay or amend CB and GB zoning regulations	Near	City

	Strategy	Actions	Phasing	Responsibility
Priority 3 Protect adjacent residential	Provide buffer and landscape between Rochester Road frontage parcel and adjacent residential properties	Create Rochester Road Overlay or amend CB and GB zoning regulations	Near	City

Maple Road: Special Area Plan

Introduction

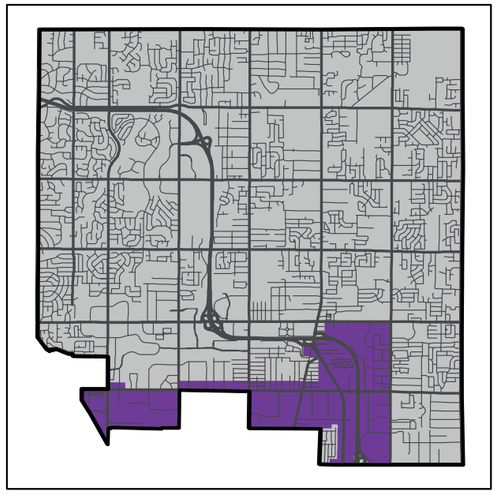
The six (6) mile stretch of Maple Road serves as a primary regional east-west roadway connecting Troy with the surrounding communities of Birmingham and Bloomfield to the west and Sterling Heights to the east. Historically, the Maple Road and Stephenson Highway corridors have been home to Troy's industrial and technology development base. The Maple Road area also includes the Troy Smart Zone Campus and is home to the Automation Alley headquarters. Industries along the corridor provide essential services, including business-to-business (B2B) and business-to-consumer (B2C) transactions, and help diversify Troy's economy. It is vital to Troy's long-term economic standing to maintain a viable industrial base. Over the past 30 years of growth and development, Maple Road has evolved incrementally. It is now comprised of an eclectic mix of uses including industrial, research and development, automobile dealerships, big box retail, smaller neighborhood retail, office, and both single-family and multiple-family residential. Due to a diversification of land uses, mixed parcel sizes, and abutting municipal boundaries, the pattern and character of Maple Road is difficult to classify. To ensure that future development is intentional and of high quality, Troy recognizes that a new focus for Maple Road needs to be considered.

Evolving to Meet New Challenges

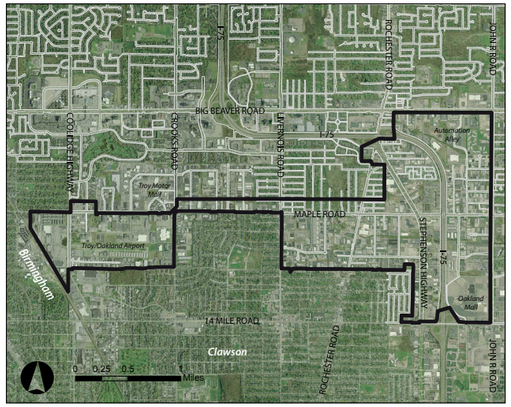
Maple Road exemplifies the car-dominated environment that is typical of the modern American landscape. Recent redevelopment interest along Maple Road and the success of the Big Beaver corridor to the north provides an opportunity to change the rules for new development so that the corridor will be more economically viable and people-oriented. Maple Road is a corridor of contrast in terms of land use, building placement, and investment. Comprehensive corridor redevelopment requires careful attention to both sides of the corridor's right-of-way line. While Maple Road has experienced recent reinvestment, there are pockets of disinvestment, resulting in vacant, abandoned, and underused properties. Nevertheless, Maple Road presents an opportunity to build on the existing diversity of land uses, transportation options, and proximity to residential. For properties lining the corridor, revitalization requires a restructuring of development patterns, with less emphasis on land use and more focus on quality, accessibility, and innovative redevelopment. For those parcels in the industrial areas located off the corridor, a focus on protection and reinvestment of the industrial and technology development base should be emphasized. The repurposing of Maple Road offers three key priorities based on the following land patterns: the development nodes at major mile intersections, the linear segments of the corridor between the major mile intersections, and the industrial and employment areas located off the corridor.

Vision Statement

There are moments in the development of a city where an opportunity presents itself and where entrepreneurs are rewarded. With less focus on land use, and more focus on quality development, businesses incubation, creation of anchors, and reinvestment through entrepreneurship, Maple Road can become a choice location.



Locator map



Target Area map

Existing Conditions

2013 Target area statistics

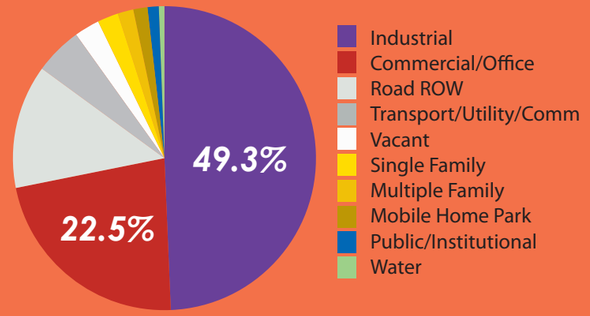
Total taxable value	$341,823,442
Total area (acres)	1,828
Total businesses	1,625
Total employees	24,576

2010 Market area statistics [1]

Population	10,677
Households	4,681
Percent owner occupied	58.5%
Median household income	$52,475
Per capita income	$28,402

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA, Census 2010, City of Troy GIS data 2013
Note: 1. Market Area includes households within 1 mile of Target Area.
2. Employee and Business data use NAICS codes.

Land Use



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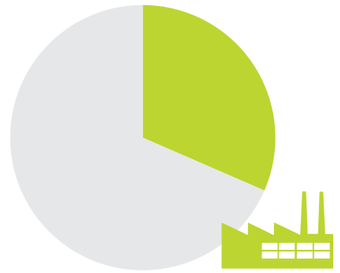
Total Floor Area (SF)		379,321	NA	601,131
Median Floor Area (SF)		4,800	NA	1,709
Total Taxable Value	$ 43,612,770	$ 14,911,860	NA	$ 28,700,910

Source: City of Troy GIS data 2013

Top Industries in Target Area by Employment [3]

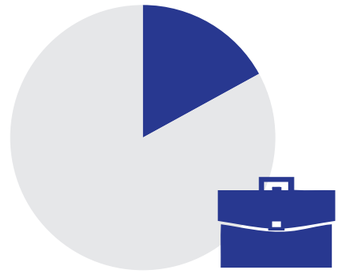


31.5% ***Manufacturing***

	Employees	Percent (%)
Manufacturing	7,745	31.5
Professional, Scientific & Tech Services	3,723	15.1
Retail Trade	2,918	11.9
Wholesale Trade	2,199	8.9
Health Care & Social Assistance	1,675	6.8

3: Esri 2013 Estimates Business Summary from Oakland County EDCA

Top Industries in Target Area by Number of Businesses



17.0% ***Professional, Scientific & Tech Services***

	Businesses	Percent (%)
Professional, Scientific & Tech Services	277	17.0
Wholesale Trade	211	13.0
Manufacturing	205	12.6
Retail Trade	204	12.6
Administrative & Support & Waste Management & Remediation	130	8.0

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA

Gateways

- Wattles Road
- Big Beaver Road

Assets

1: Rochester Road street improvements

2: Wattles Elementary School

3: Baker Middle School

4: Gateway Park on Big Beaver Road

Opportunities

1: Potential development site

2: Recent redevelopment

3: Potential development site

4: SE of Rochester Rd and Troywood Drive

5: NW of Rochester Rd and Colebrook Driv

6: Troy Pointe Plaza

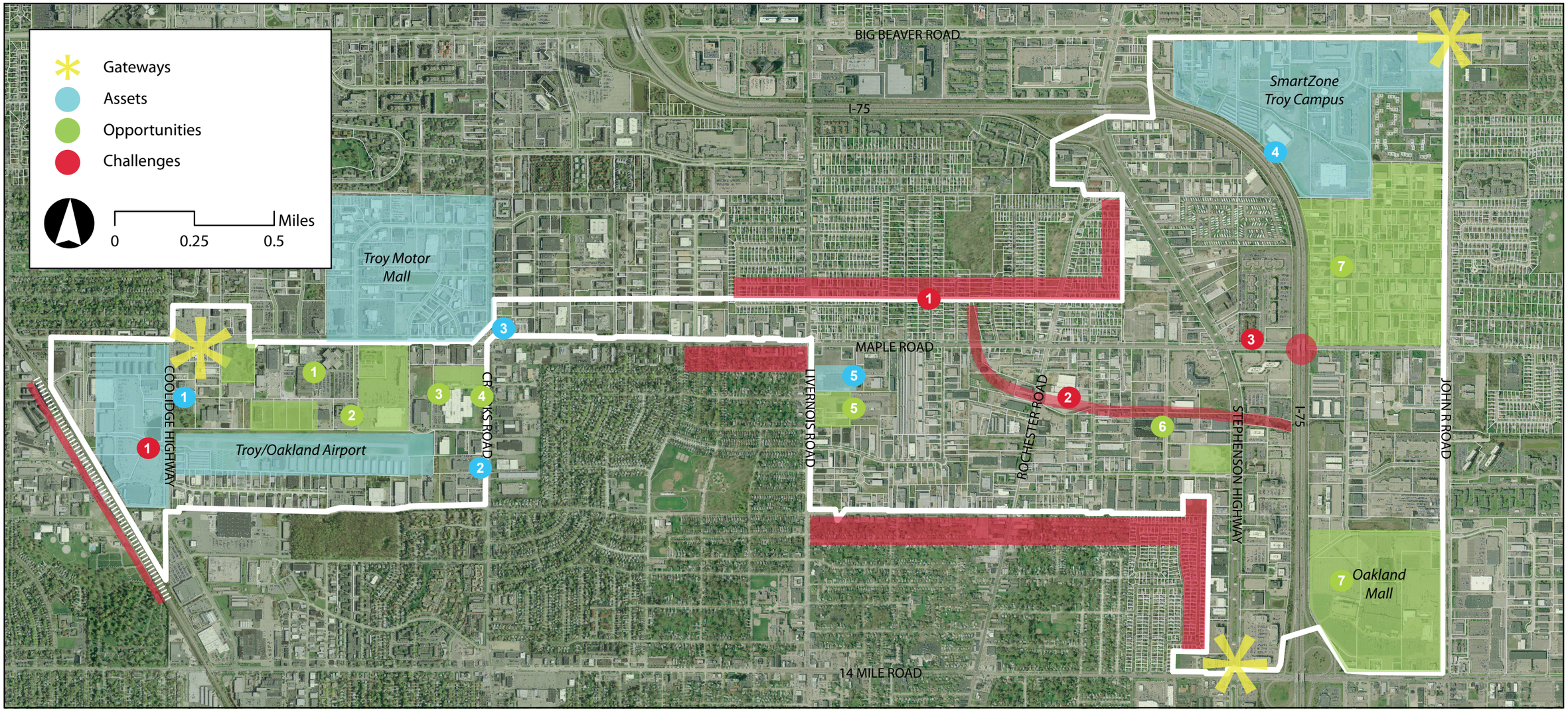
7: Mom and Pop character

Challenges

1: Boundary/transition between single-family residential Boundary/transition between single-family residential

2: Inconsistent building setback

3: Shallow depth of commercial frontage



Maple Road Public Engagement Findings

Maple Road provides a great central location with a well-established traffic flow and close proximity to residential areas. Midtown Square, Automation Alley, and the new MJR theater can serve as anchors for the corridor and should be reinforced by complementary uses including retail, dining, and multi family residential. Industrial and office spaces offer architecturally unique redevelopment opportunities and could foster a live/work culture if marketed to local startups, small tech companies, or creative design firms with a need for light manufacturing facilities or collaborative work spaces.

Access, connectivity, and convenient parking are major challenges for sites along Maple Road. Strip development and industrial uses are segregated and offer limited connection to the surrounding residential communities and current business sector. While the Zoning Ordinance provides site design flexibility through the Sustainable Development Project (SDP) option, the City staff may need to educate potential investors on how to take advantage of this development tool and communicate the overall vision for Maple Road.

Considerations

- Think creatively about attracting companies and investment
- Encourage circulation planning that integrates public transit stops and connects pedestrian nodes to greenway trails and residential sidewalks
- Cluster pedestrian activities through redevelopment of underutilized properties
- Support mixed-use development with strong ties to the Transit Center and transit-oriented development
- Expand SmartZone and establish an overall vision for Maple Road
- Consider transit impact study for I-75 access onto Maple Road

Priorities and Strategies

This Plan recommends three priorities for establishing Maple Road as a safe, active, and vibrant district with opportunities for investment, entrepreneurship, and innovation. These priorities and strategies include:

1. Generate investment at development nodes

Strategies:

- Encourage high-quality commercial /mixed-use development at major mile intersections
- Engage surrounding residential neighborhoods through linkages
- Incentivize development through zoning

2. Encourage entrepreneurism and redevelopment

Strategies:

- Preserve and enhance traditional-innovative-entrepreneurial industrial areas
- Promote creation of districts and encourage compatible industries

3. Enhance and strengthen segments between major mile intersections

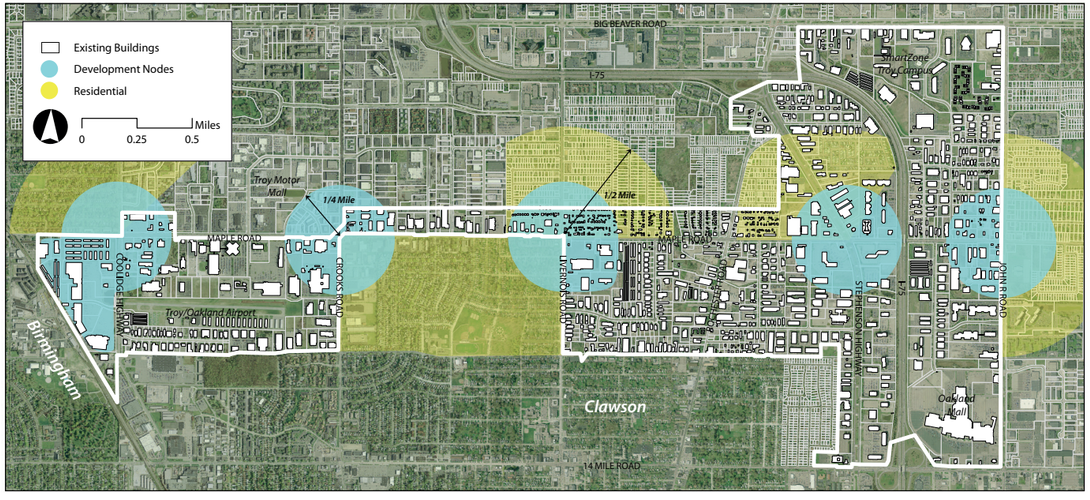
Strategies:

- Identify alternative value for challenging sites
- Implement zoning amendments to permit flexibility
- Improve pedestrian access
- Improve pedestrian crossing

Priority and Strategy Interconnection:

These priorities and their strategies are not mutually exclusive; rather, they reinforce each other and together they have the ability to attract users and spark investment and ultimately achieve these aims of vibrancy, identity, and economic resiliency.

Priority 1: Generate Investment at Development Nodes



Existing Conditions

Coolidge Highway

Coolidge Highway

Crooks Road

Livernois Road

Stephenson Highway

John R Road

Priority 1: Generate Investment at Development Nodes

The age, scale, and condition of structures along Maple Road vary considerably. This incremental and inconsistent development pattern has also resulted in incompatibilities between land uses. Mixing land uses can be effective and prosperous when implemented in conjunction with standards and policies. Maple Road is a major east-west thoroughfare bordered by residential neighborhoods that depend on services and convenience retail within walking distance. Maple Road serves many important functions as a commercial and industrial corridor, but its lack of identity, cohesion, and consistency are very apparent to residents, employees, and investors.

In response to increasing traffic and aging infrastructure conditions, changing patterns of retail development that favor newer sites in outlying areas, and the evolving needs of the industrial sector, many properties along Maple Road are suffering from ongoing disinvestment. Although Maple Road has pockets of investment, there are many underperforming areas with high vacancy rates, lower sales per square foot, and a lack of money to reinvest in aging structures.

In order to realign the Maple Road corridor to be consistent with the forces of market demand, portions of the corridor should be significantly and deliberately restructured into a form in which property owners, developers, and communities will once again invest. Since market-driven forces in the retail industry are cause for the change along commercial corridors, Maple Road planning should start with a reevaluation of commercial, particularly retail, development patterns along the corridor.

To compete, the Maple Road corridor will need to evolve beyond its aging commercial center reality to better appeal to prospective customers, residents, and businesses. The strategy for the corridor's future should focus on improved aesthetics and creation of exciting new mixed-use clusters at major mile intersection nodes.

8 Principles of Good Urban Design

1. **Imageability:** Quality of a place that makes it distinct, recognizable, and memorable.
2. **Enclosure:** Degree to which streets and other public spaces are visually defined by buildings, walls, trees, and other vertical elements.
3. **Human Scale:** Size, texture, and articulation of physical elements that match the size and proportions of humans, and equally important, correspond to the speed at which humans walk.
4. **Transparency:** Degree to which people can see or perceive what lies beyond a building façade.
5. **Complexity**: Visual richness of a place including number and kinds of buildings, architectural diversity, landscape elements, street furniture, signage, and human activity.
6. **Coherence:** Sense of visual order including scale, character and arrangement of buildings, landscaping, street furniture, and other physical elements.
7. **Legibility:** Ease with which the spatial structure of a place can be understood and navigated as a whole.
8. **Linkage:** Physical and visual connections-from building-to-street, building-to-building, space-to-space, or one side of the street to the other that tend to unify disparate elements.

Source: Pedestrian & Transit-Oriented Design (2013)

Priority 1: Generate Investment at Development Nodes

Strategy: Encourage high-quality commercial/ mixed-use development at major mile intersections

Maple Road has a scattered mix of retail development along the corridor; however, many of the parcels along the corridor are not ideal for intense retail or mixed use development. Some of the parcels between nodes lack depth and size, which are essential elements for retail development. They also have limited access, limited visibility, lower traffic counts, and are adjacent to residential, which are hindrances to retail development. Alternatively, many of the parcels located at major mile intersections have significant size and depth and offer greater access options, visibility, and higher traffic counts.

The 6-mile study section of Maple Road includes six (6) major mile intersections including Coolidge, Crooks, Livernois, Rochester/Stephenson, John R, and Dequindre. The restructuring along Maple Road should encourage and accommodate the transformation from a linear strip retail corridor to one with clustered retail at the major mile intersections. These intersections can become successful economic nodes that concentrate activity by virtue of the intensity of development and the density of their mix of uses. The greater development intensity of nodes makes them easy to distinguish and areas of economic activity, distinguishing from other parts of the corridor.

These nodal intersections should be visibly taller, denser, and busier than other sections of the corridor. The key characteristics of successful economic nodes are activity, demand, and mix. Retail, food service, and entertainment venues are primary activity-generating uses, the key ingredients for street life and urban vitality.

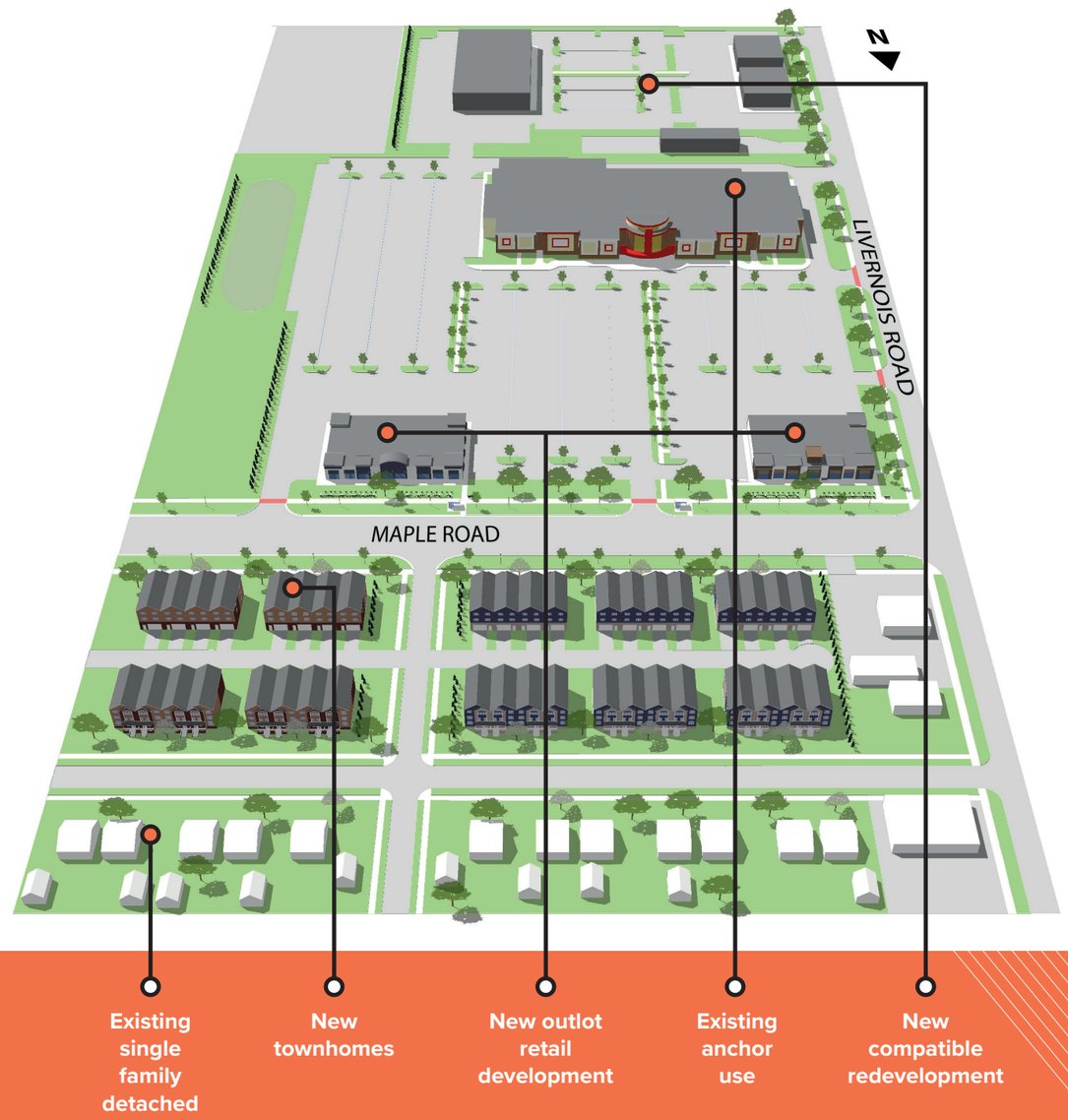
Key Principles:

- Encourage and incentivize lot consolidation
- Consider internal pedestrian connectivity to create walkable developments
- Require shared parking facilities and cross access easements
- Ensure every hard corner has a building rather than parking
- Ground-level retail should be a focus of buildings in activity zones
- Build off existing anchors such as the MJR theater at Livernois and Maple
- Encourage a variety in design yet overall consistency
- Ensure a balanced and compatible mix of uses to create more reasons for people to frequent the district over the course of a day
- Ensure that outlot development is compatible and connected with anchor development
- Require good design including consistent signage, pedestrian lighting, and increased landscaping along roadways and in parking lots

Priority 1: Generate Investment at Development Nodes

Strategy: Encourage high-quality commercial/mixed-use development at major mile intersections

Potential redevelopment strategy at Maple and Livernois



Priority 1: Generate Investment at Development Nodes

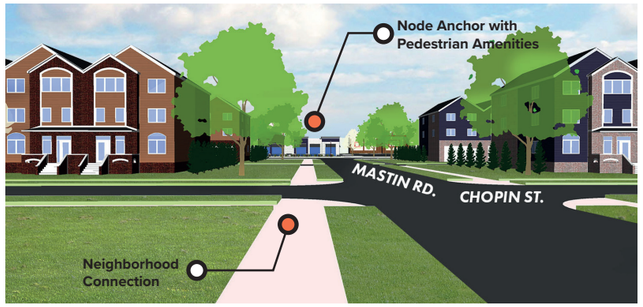
Strategy: Engage surrounding residential neighborhoods through linkages

As traffic congestion rises, there is increasing attention devoted to the role of infrastructure investments in affecting travel behavior. Bringing trip origins and destinations closer together is a necessary step to reduce overall travel distances and promote use of “active transportation” modes such as walking and bicycling.

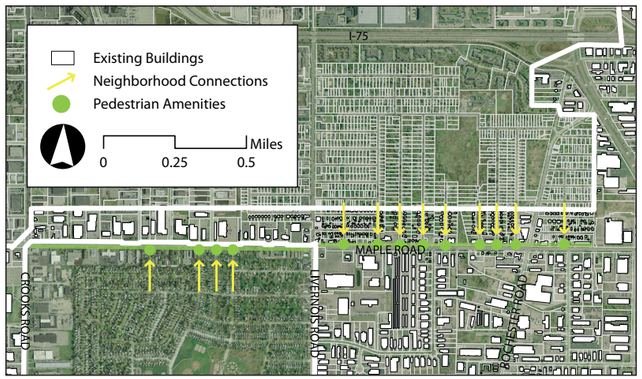
Within a half mile walking distance of the Maple Road major mile intersections, there are thousands of residents from the communities of Troy, Clawson, Sterling Heights, and Birmingham. One-half (½) mile is the typical maximum distance people without mobility limitations are willing to walk. These residents are a captive market who desire shopping areas and service uses that can serve their daily needs within walking distance.

Future development at the Maple Road nodes should provide a link between the Maple Road and adjacent neighborhoods. Linkages can be defined as features that promote the interconnections of different places and provide convenient access between them. Linkages may be in the form of physical or visual connections.

Additional improvements to engage the surrounding residential neighborhood include improved public transportation and an improved linkage to the new Troy Transit Center. The City should work with SMART to improve bus service along the corridor and upgrade the SMART bus stops to shelters.



Maple Road and Livernois Road Node



Neighborhood Connections

Key Recommendations:

- Focus on the half mile radius of the major mile nodes
- Uses should provide everyday services and evening/weekend amenities including restaurants, retail, service, open space, and entertainment appropriate for the market
- Provide convenient neighborhood access to sites
- Utilize the appropriate landscape buffering/screening
- Improve public transportation and linkages to the new Troy Transit Center

Priority 1: Generate Investment at Development Nodes

Strategy: Incentivize development through zoning

Current zoning permits the type of development envisioned: taller, denser, and busier; however, current Maple Road market realities may not be reflective of the development density and intensity permitted by zoning. While zoning cannot create a market, it can be used to incentivize the type of development desired.

To promote redevelopment and stimulate reinvestment along the corridor, the Maple Road form-based zoning can be amended to provide flexibility to create a system of development incentives that entice transformative development. The development flexibility must provide a benefit to the developer and the community.

Potential flexibility incentives may include:

- Drive-through use;
- Build-to-line flexibility;
- Increase in building height;
- Site reclassification;
- Increased signage; and/or
- Parking in front of the building.

As a trade-off for providing flexibility incentives, the applicant must provide a benefit. Potential benefits may include:

- Lot consolidation;
- Mixed-use development;
- Transit amenity;
- Sustainable design and development;
- Pedestrian facility and/or amenity; or
- Public art.

Providing greater site design flexibility will encourage investment in challenging sites. In return, the applicant can provide certain amenities or benefits to the community. The chart to the right shows the relationship between potential flexibility incentives and community benefits.

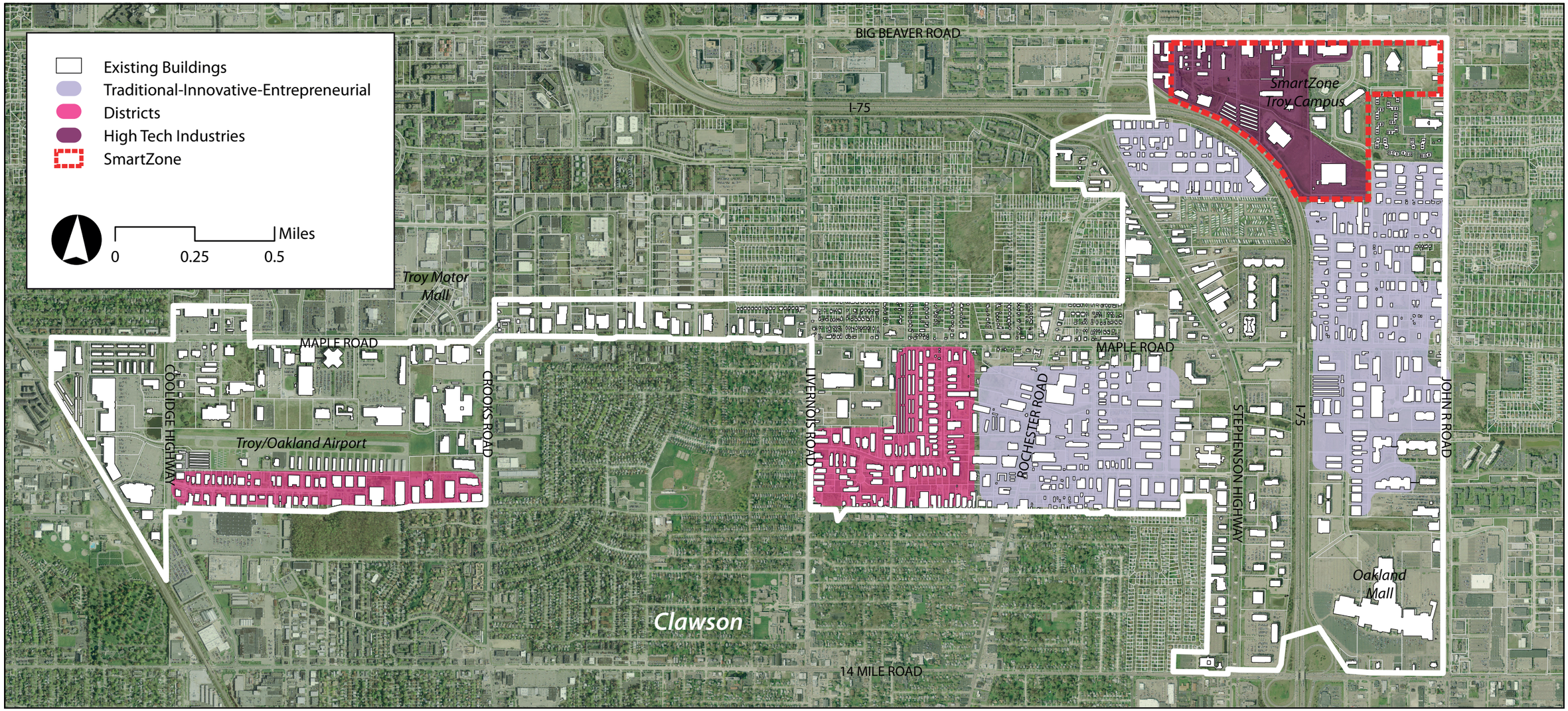
Mixed Use Development

Transit Amenity - Troy Transit Center

Pedestrian Amenity in Orland Park, IL

	Flexibility in Application of Zoning Standards				
Recognized Benefit	**(1) Drive-thru**	**(2) Build-to-Line Flexibility**	**(3) Increased Building Height**	**(4) Site Reclassification**	**(5) Increased Signage**
(a) Lot Consolidation				x	
(b) Mixed Use Development	x	x	x		x
(c) Inclusion of Transit Amenity		x	x		x
(d) Sustainable Design and Development	x	x	x		x
(e) Pedestrian Facilities and/or Amenity			x		x
(f) Public Art					x

Priority 2: Encourage entrepreneurism and redevelopment



Priority 2: Encourage entrepreneurism and redevelopment

The character and land use pattern of Maple Road, also known regionally as 15 Mile Road, changes dramatically between the City of Walled Lake to the west and Clinton Township to the east. For example, it has a distinctly residential character through West Bloomfield Township and Bloomfield Township to the west, while it is one of the main roads in Birmingham's downtown. In Troy, the Maple Road corridor is known for its commercial and industrial uses. To many residents and visitors, this segment of Maple Road — between Eton Street and John R Road — presents an assortment of uses and building typologies. Revitalizing the properties along Maple Road and reinvesting at the major nodes is critical for the long-term success and sustainability of this corridor, but the Plan must also address the areas to the north and south of Maple Road.

These areas consist primarily of industrial buildings and warehouses. The structures range in age and square footage, although many share similar architectural qualities including few windows, large warehouse doors, and brick or masonry block construction. Generally, these areas lack walkability, curb appeal, and a vibrant pedestrian realm but they serve a very important function for the City of Troy.

These industrial areas are home to a variety of uses including manufacturing and equipment repair, construction trades and material suppliers, staff and business services, event rentals and beverage suppliers, marketing and communications, as well as professional design services. In short, these areas offer diversity within Troy's economy.

The significance of a Special Area Plan is to recognize the intricacies of these target areas and to redefine that which was once considered a shortcoming when viewed out of context. The businesses located in the industrial areas north and south of Maple Road can be classified into three categories: traditional, innovative, and entrepreneurial.

If one were to view the City metaphorically as machine, one might consider that Maple Road keeps the community and its economy in motion. Improving public services and infrastructure and expanding business development and financial support are strategies to support existing and future businesses. Changing the perception of Maple Road's industrial core is not just about the physical environment, it also requires marketing and rebranding. There are clusters of entrepreneurial energy and complementary industries within this industrial fabric that should be identified and reinforced.

Traditional:

The traditional businesses are characterized as long-standing companies and traditional industrial and manufacturing uses.

Innovative:

The innovative businesses have a good reputation and highly-rated services. Due to lower land costs, these companies have been able to focus on product innovation rather than overhead costs.

Entrepreneurial:

Finally, the entrepreneurial businesses are comprised of lifestyle businesses and startup companies, including cross fit gyms, pet daycare facilities, and several photography studios.

Existing Conditions

Rochester-Rankin

Chicago-Bellingham

Industrial Row

Park-Combermere

Bellingham

Automation Alley

Priority 2: Encourage entrepreneurism and redevelopment

Strategy: Preserve and enhance traditional-innovative-entrepreneurial industrial areas

There are three distinct industrial areas that fit into the traditional-innovative-entrepreneurial industry classification: Rochester and Rankin, Naughton-Wheaton-Piedmont, and Bellingham-Chicago. Home to a wide range of manufacturing and equipment repair facilities from automotive, marine, and aviation to HVAC and computer technology, these areas form the backbone of Troy's industrial and technology base. They also provide for the health, safety, and welfare of the community and support important regional economic sectors.

These areas allow companies big and small to focus on product and service innovation rather than overhead costs and also afford opportunities for startup companies. Preservation of this industrial fabric is desirable for the overall sustainability of Troy's economy. Public infrastructure improvements related to the construction of sidewalks, installation of street lights at intersections, and stormwater management improvements are essential to maintain these areas as viable Industrial areas. Again, this strategy is not just about physical improvement; traditional-innovative-entrepreneurial businesses may also benefit from local incentives and targeted use of state and federal funds.

Construction Business

Tree Service Business

Priority 2: Encourage entrepreneurism and redevelopment

Strategy: Promote creation of districts and encourage compatible industries

Similar to the original land use pattern of Birmingham's Eton Road Corridor, Industrial Row and Parks-Combermere provide ideal locations for the creation of "districts." Industrial Row and Parks-Combermere have notable concentrations of similar industries, including construction trades and material suppliers, creative and marketing services, landscaping, and professional design firms. These existing businesses provide the foundation for an industry specific rebranding. Districts are not limited to a certain use but they tend to have an overarching theme.

- Design-Creative: construction trades, design, interior furnishings, landscaping
- Technology: Engineering, software, research
- Entertainment: microbrewery, distillery, music hall, comedy club
- Health and Wellness: personal training, nutrition, indoor sports, gymnastics

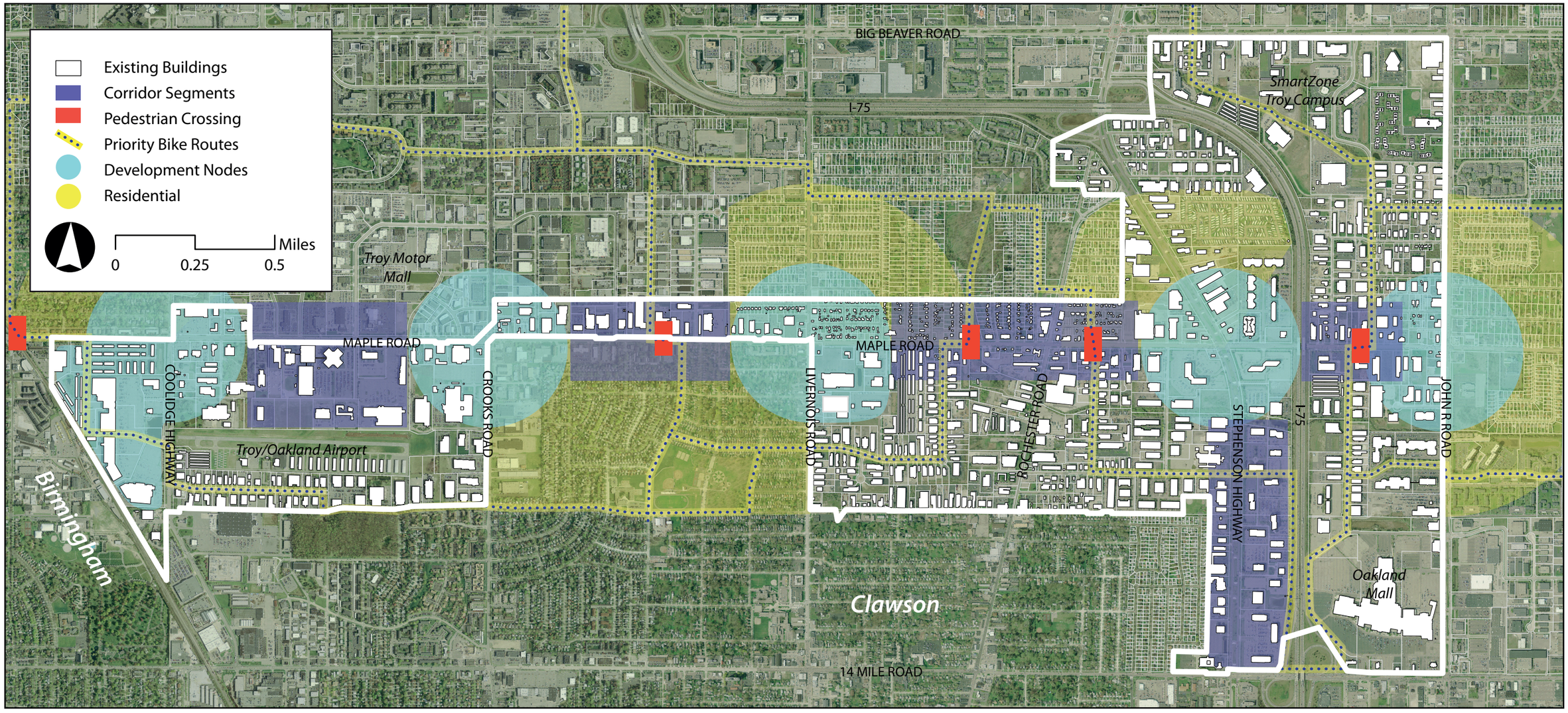
Industrial Row and Parks-Combermere are located adjacent to the proposed development nodes at Coolidge Highway and Livernois Road respectively. The curation of a mixed-use environment with a dynamic edge focused on related enterprises can be an important component of placemaking.

These districts have the potential to become catalysts for collaboration and engagement between businesses, residents, and the community. This will be the place to encourage adaptive reuse and sustainable technology, social networking, and strategic placemaking through public/private partnerships. Bridging the space between development nodes and residential neighborhoods, the districts will ultimately foster a richer work-live environment.

Eton Road Corridor in Birmingham, MI

Container Park in Las Vegas, NV

Priority 3: Enhance and strengthen segments between major mile intersections



Priority 3: Enhance and strengthen segments between major mile intersections

By focusing retail development into major mile intersections, the interior corridor segments—the long portions of corridor between centers—need consideration. These segments, one-half (1/2) mile long, include hundreds of separately owned parcels. While the character and uniqueness of these parcels vary, many of them currently lack the necessary size and depth for redevelopment for commercial purpose. The Plan must consider strategies to enhance and strengthen the interior corridor segments between major mile intersections.

Strategy: Identify Alternative Value

The extensive and effective retail trade competition offered by major mile road intersection development nodes, Big Beaver, and Oakland Mall reduce the potential for new retail development along the interior corridor segments of Maple Road. Development nodes, Big Beaver, and Oakland Mall sites offer either existing cluster shopping locations or the potential to combine parcels to create cluster shopping locations. The parcels in the segments between the major mile intersections are often too shallow or too narrow to support cluster retail uses. As such, the segments between major mile intersections should be planned for alternatives to strip retail and shopping centers.

The corridor's future opportunities along these segments should be focused on entrepreneurial development and growth. This strategy focuses on eliminating barriers and creating a sense of entrepreneurism to identify and promote new uses and development types that can restore values. The Plan's intent is to accommodate the widest possible spectrum of uses to ensure flexibility and provide for entrepreneurism.

Shopping Center

Family Business

Entrepreneurial Business

Priority 3: Enhance and strengthen segments between major mile intersections

Reinforce and build on value already in place

If a corridor segment is doing well, leave well enough alone. For example, the interior corridor segment between Coolidge and Crooks is an automobile dealership, supply, and service cluster. The Plan supports these stable assets and supports the extension of their market draw by promoting investment in similar or complementary uses on nearby property.

Permit alternative land uses including residential and usable open space

For segments without a strong existing market, alternative uses, including residential and usable open space, may be a market driven solution. Troy has started to experience a demand for alternative housing options. Segments along Maple Road supply vast areas of underused land that is available to meet the demand for alternative housing types. Because many sections of Maple Road are bordered by residential neighborhoods, it is much easier for these segments to attract reinvestment by integrating with the surrounding neighborhoods rather than compete with larger, developable parcels at major mile intersections. Furthermore, since many established residential neighborhoods are only one parcel off of Maple Road, converting some segments to residential replaces the conflicting land use with a compatible land use that completes the neighborhood along the Maple Road boundary. Re-making sections of the corridor by putting some residential on the frontage is an opportunity to complete the residential neighborhood and provide an appropriate transition.

The usable open space of parks and squares are the civic glue that binds an area. These are the places that create community culture and pride; are the gathering areas for planned and chance meetings; serve as the front door to development; and make both the motorized and non-motorized experience more enjoyable. A network of usable open space comprises both the distinct parks and plazas but also the linkages – streets and trails – that connect them.

Additional housing, particularly the missing middle, and usable open space along the corridor would enhance the retail development nodes at the intersections.

Residential-Missing Middle Housing

Residential

Priority 3: Enhance and strengthen segments between major mile intersections

Strategy: Implement zoning amendments to permit flexibility

While it is recognized that zoning cannot create a market, it can surely stifle one. Acknowledging that the interior corridor segments have less of a market demand and that some parcels along the corridor do not have the necessary parcel size, the Plan recommends that targeted zoning amendments be considered.

Build-to-line Flexibility

Redevelopment in the interior corridor segments should focus less on building placement and rather emphasize quality architecture and design. By relaxing the build-to-line requirements, zoning in these segments becomes less of a hindrance to site redevelopment. The recommendation of build-to-line flexibility is intended for the interior segments of Maple Road but not at the nodes (intersections of major mile roads).

Extend Maple Road Form Base District North to Chopin Road

The north side of Maple Road between Livernois and Rochester has very limited depth, as little as 100 feet. A 100-foot parcel depth is not sufficient to accommodate any reasonable commercial or office development without significantly encroaching on the single family residential it abuts. Alternatively, extending the Maple Road Form Based District north to Chopin Road would permit greater land assemblage which would allow for the redevelopment of those parcels. The target land use for this section would be multiple-family residential, which would provide an alternative housing option. The change in zoning would permit these single-family homes to remain in perpetuity but increase their property values with increased redevelopment opportunities.

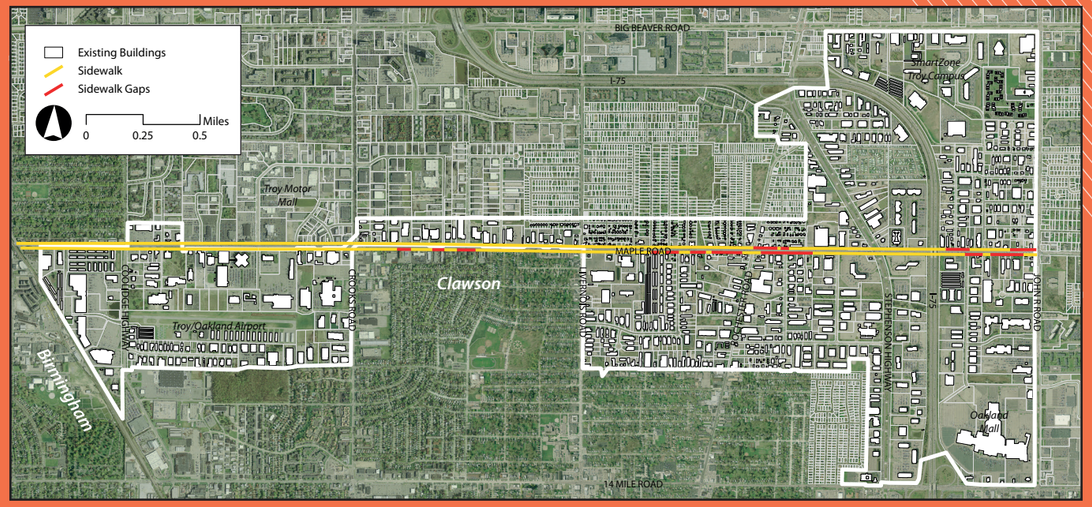
Strategy: Improve pedestrian access

The street is the largest public open space along the Maple Road and should be considered part of the public realm. The corridor segments between the nodes are a tremendous untapped resource that provides a link between the adjacent residential neighborhoods and the commercial nodes at the major mile intersections. In order to provide for a pedestrian friendly corridor, pedestrian amenities must be improved. Maple Road should be made more a comfortable place to walk by providing continuous, wide sidewalks and recognizing the importance of the public realm in “place” creation through the inclusion of elements such as trees, landscaping, lighting, public art, special pavement treatments, and bus shelters, etc.

Sidewalk connections and cross-access easements

Additional pedestrian amenities should be considered along the corridor. The City should consider coordinated streetscape improvements along Maple Road. Streetscape elements can identify an area as a special and distinct place for residents, shoppers, visitors, and employees. The City should establish a conceptual Streetscape Plan that sets recommended standards for landscaping, signage, lighting, sidewalks, intersections, and access.

In addition, there are existing gaps in the sidewalk along the Maple Road. Most of the gaps are along the south side, including some in the City of Clawson; however, there are some gaps on the north side. Even if redevelopment does not occur, the City of Troy should work with property owners to fill in these sidewalk gaps and should encourage the City of Clawson to do the same.



Existing Sidewalk Gaps

The Maple Road streetscape should provide:

- A defined edge between the pedestrian and automobile areas
- A unified relationship between the public/pedestrian realm and private domain
- The use of street trees and landscaping, furniture, paving, lighting, and other streetscape elements
- Attractive street lighting that reinforces the corridor image and minimizes extraneous light

Streetscape may occur corridor wide or occur as redevelopment does.

Streetscape Improvements:

- Street trees and landscaping
- Decorative fencing
- Transit amenity
- Furniture
- Pedestrian style lighting

Priority 3: Enhance and strengthen segments between major mile intersections

Strategy: Improve pedestrian crossings

Due to the auto-centric nature of Maple Road, including multiple travel lanes and long blocks, employees and residents who venture out on foot to destinations have difficulty crossing. Providing safe crossings for pedestrians and cyclists is an integral strategy for walkability. Maple Road crossing improvements should take place both at major mile intersections and mid-block. Improvements at major mile intersections may include better marked crosswalks and improvements to pedestrian signals.

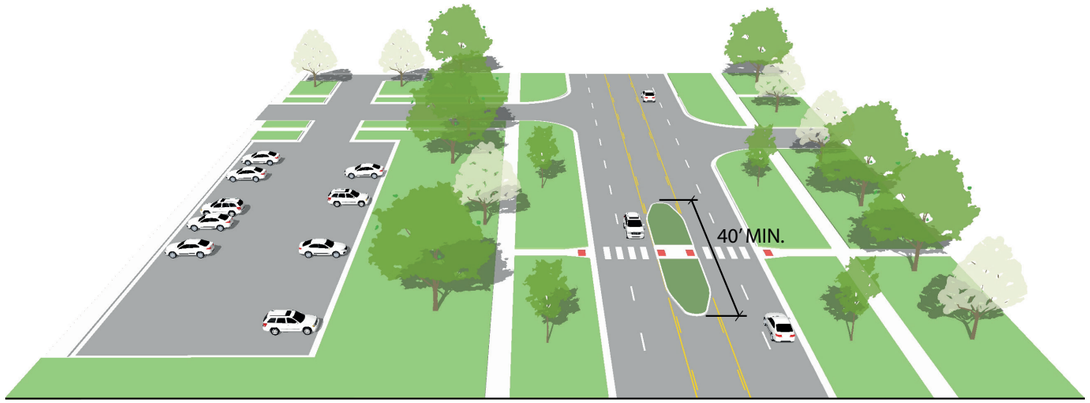
Mid-block crossings for Maple Road will further integrate and strengthen the connection with the adjacent residential neighborhood. Pedestrian refuge islands and signalized crossings are some of the techniques for providing mid-block crossing. Applicability should be determined based on site context and budget.

Priority pedestrian crossing improvements should be considered:

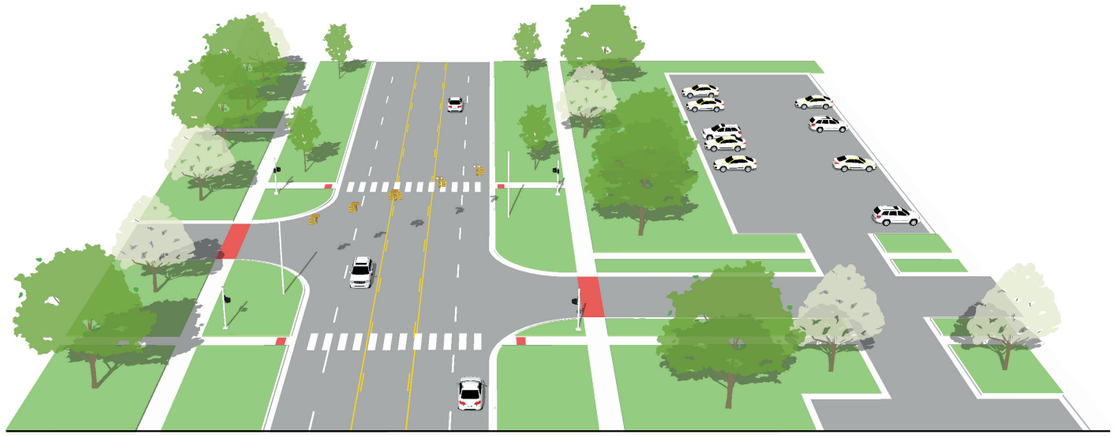
- At all major mile road intersections
- Improvements to existing crossing at Edenborough Road (Birmingham)/Doyle Drive
- Crosswalk at light at Maplelawn
- Mid-block crossing near Heide Drive/Bywood Avenue (Clawson)
- Improvements to existing crossing at Combermere Drive
- Mid-block crossing near Bellingham Drive/ Chicago Road

Provide Pedestrian Crossing near SMART Bus Stops

Improve Striping at Intersection Crosswalks

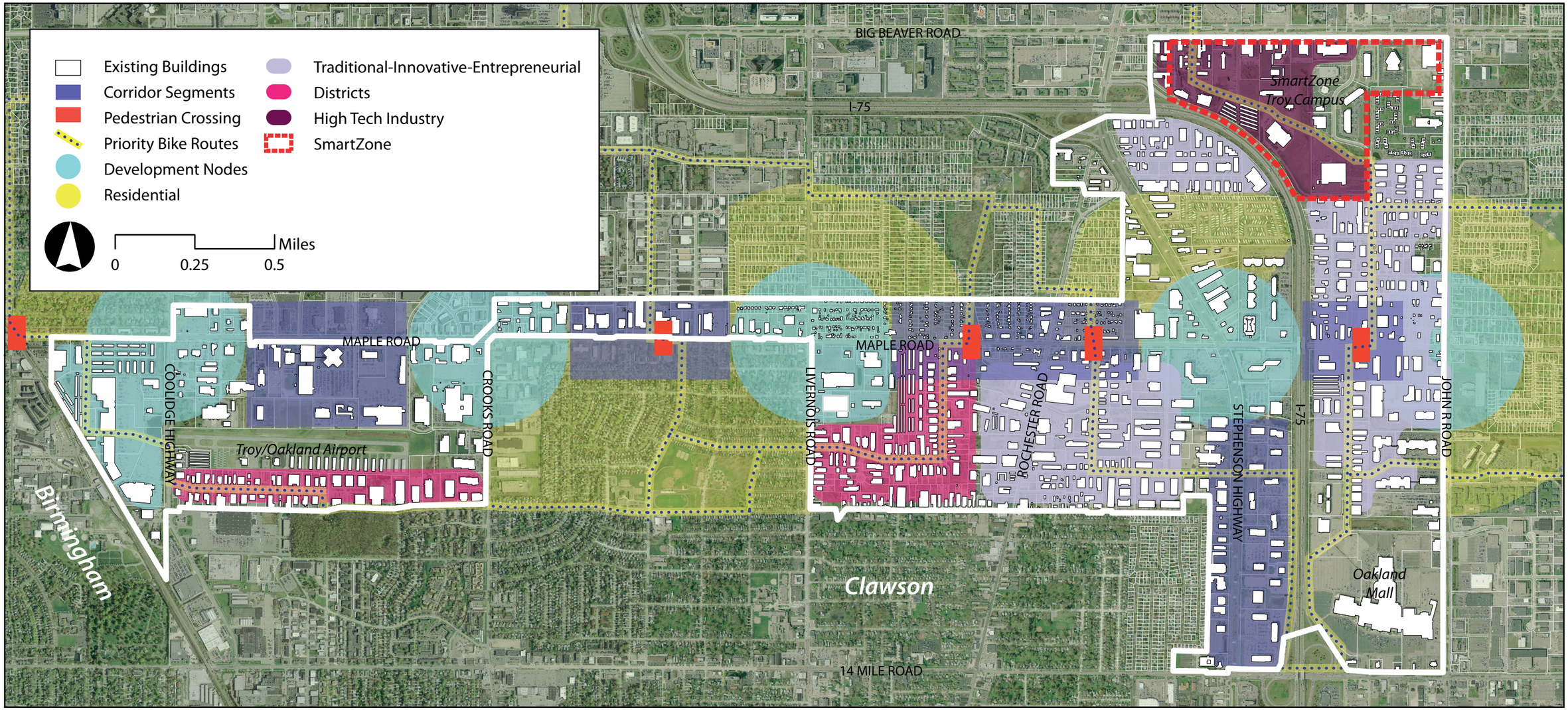


Unsignalized Pedestrian Mid-Block Crossing



Signalized Pedestrian Mid-Block Crossing

Maple Road Strategic Plan Map



Action Plan and Implementation

The Maple Road Plan is organized into multiple projects so the vision can be refined and implemented in phases over time in a flexible manner. Priority transformative projects like the streetscape projects and facade improvement programs entail multiple phases given their scale and ambition and serve as economic catalysts enhancing the image of the corridor. The timeframe to implement the Plan will depend on many factors, including market conditions, financing, approvals, and other city initiatives.

	Strategy	Actions	Phasing	Responsibility
Priority 1 Generate investment at development nodes	Encourage high-quality commercial /mixed-use development at major mile intersections	Evaluate all tools to encourage and incentivize lot consolidation	Near	City
		When evaluating new developments: •Review cross-access easements and pedestrian access to create walkable developments •Require shared parking facilities where appropriate •Ensure a balanced and compatible mix of uses to that provide everyday services and evening/ weekend amenities including restaurants, retail, service, open space, and entertainment appropriate for the market •Ensure that outlot development is compatible with anchor development •Require good design including consistent signage, pedestrian lighting, and increased landscaping along roadways and in parking lots	Near	
		Ensure redevelopment of corners of major mile intersections are redeveloped with buildings at the hard corner	Mid/Long	City, Private entities
	Engage surrounding residential neighborhoods through linkages	Evaluate pedestrian infrastructure improvements within ½ mile radius of the major mile nodes	Long	City
		Evaluate zoning to require appropriate landscape buffering / screening	Near	City
		Work with SMART to improve public transportation along the corridor and link to the new Troy Transit Center	Mid	City, SMART
	Incentivize development through zoning	Develop Rochester Road Streetscape Plan	Near	City, Private entities
		Implement Streetscape Plan comprehensively or as development occurs	Near	City
		Implement zoning flexibility and development benefits into zoning ordinance	Near	City

	Strategy	Actions	Phasing	Responsibility
Priority 2 Encourage entrepreneurism and redevelopment	Preserve and enhance tradition-innovation-entrepreneurship industrial areas	Evaluate public infrastructure needs in industrial areas	Mid	City
		Work with existing firms in industrial areas to provide city resources and assist in obtaining regional, state, and federal resources	Near	City
	Promote creation of districts and encourage compatible industries	Evaluate city codes and policies to remove any barriers to adaptive reuse	Near	City

	Strategy	Actions	Phasing	Responsibility
Priority 3 Enhance and strengthen segments between major mile intersections	Identify alternative value	Evaluate interior corridor segments for areas of stable assets and encourage entrepreneurial development and growth	Mid	City
		Permit alternative land uses including residential and useable open space	Mid	City
		Find opportunities along corridor to install public spaces	Mid	City, Private entities
	Implement zoning amendments to permit flexibility	Evaluate the existing zoning for interior corridor segments and amend zoning as necessary	Near	City
		Reach out to property owners regarding rezoning Chopin Road to Maple Road Form Base District	Mid	City
		Rezone Chopin Road area to Maple Road Form Base District	Mid	City, Private entities
	Improve pedestrian access	Develop Maple Road Streetscape Plan	Mid	City
		Infill sidewalk gaps and implement Streetscape Plan comprehensively or as development occurs	Mid	City
		Evaluate new developments for cross-access easements and pedestrian access	Mid	City, Private entities
	Improve pedestrian crossings	Evaluate and improve pedestrian crossings at all major mile road intersections	Near	City
		Improve existing pedestrian crossings at Edenborough Road (Birmingham) / Doyle Drive and Combermere Drive	Near	City
		Install crosswalk and crosswalk light at Maplelawn Road	Mid	City
		Evaluate and install new midblock crossing near Heide Drive/Bywood Avenue (Clawson) and near Bellingham Drive/ Chicago Road	Long	City

North Troy: Special Area Plan

Introduction

North Troy serves as the business and employment hub for the north side of the City. The area is dominated by office use, specifically mid-rise buildings and towers with large footprints built primarily in the mid-1980s to early 1990s. These buildings provide Class A and B space with ample parking, convenient highway access, fiber optic connections, and well manicured grounds. They have been marketed as ideal for corporate headquarters facilities. However, in order to maintain this position as a business and employment hub for the future, the area must evolve to serve the future office worker. Providing a compatible mix of uses, increasing amenities, and creating unique identity will help attract new tenants and keep employees and residents in the area beyond the work hour.

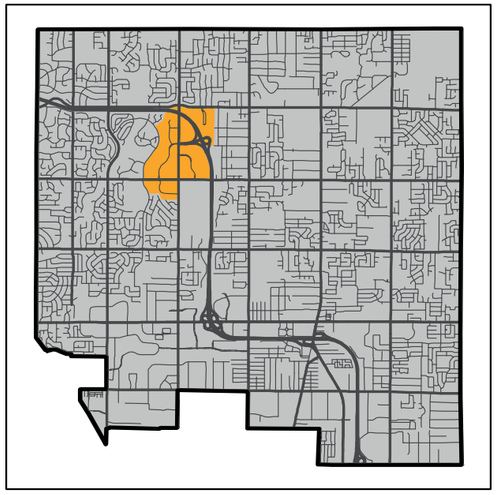
Evolving to Meet New Challenges

In today's world, many of the qualities that made North Troy so successful in the 20th Century run counter to current market trends. Whereas earlier generations of American workers fled urban areas for newly constructed suburban campuses and car-accessible employment centers, today's innovation workers seek the greater connectivity, convenient amenities, and vitality that comes from a denser mix of uses, as well as a firmer commitment to sustainability.

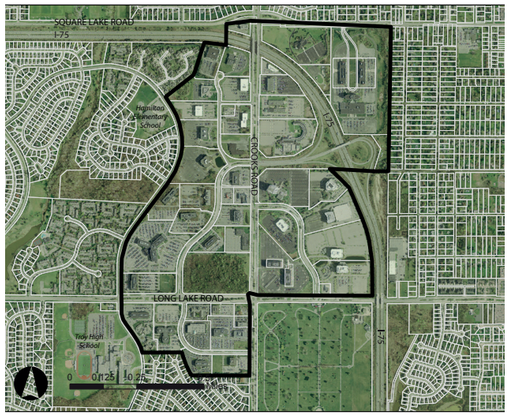
North Troy faces a turning point. Its original development pattern should evolve to meet new challenges in the marketplace. Both employers and employees must be flexible and nimble to respond to demands in competition. As such, their facilities must adapt to fulfill evolving, diverse requirements in the workplace. Many of today's knowledge workers expect entertainment and service amenities nearby as well as opportunities and spaces to connect and share ideas. The isolated buildings in North Troy do not reflect this trend. There is no central, defining place that represents the heart and vision of North Troy. Creating this balanced mix of uses and a sense of place will create a symbiotic relationship with the adjacent neighborhoods, where employment, service, and residential uses are interconnected. Fortunately, North Troy has ample opportunities to evolve and create a modern, preferred employment hub. The challenge and opportunity is determining how and where the potential can be unlocked.

Vision Statement

North Troy will be a dynamic, high-amenity employment district with where the business and office core contributes to the health and welfare of the employees. The area will include a balanced mix of uses that supports the needs of the community and businesses by providing services and amenities for all individuals, from employer to employee to resident. The physical environment will promote an active lifestyle, while the new uses and creative programming encourage healthy choices and work together to build social capital.



Locator map



Target Area map

Existing Conditions

2013 Target area statistics

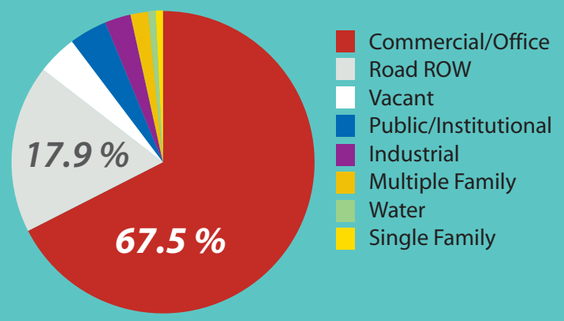
Total taxable value	$119,423,759
Total area (acres)	461
Total businesses	282
Total employees	5,042

2010 Market area statistics [1]

Population	5,908
Households	2,370
Percent owner occupied	86.6%
Median household income	$86,217
Per capita income	$44,887

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA, Census 2010, City of Troy GIS data 2013
Note: 1. Market Area includes households within 1 mile of Target Area.
2. Employee and Business data use NAICS codes.

Land Use

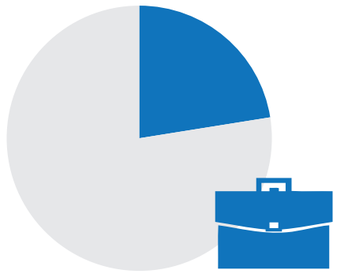


Property Data

	Target Area	Commercial	Industrial	Residential
Total Parcels	61	55	3	3
Total Structures	48	45	3	NA
Total Acres	461	415	17	29
Median Year Structure Built		1988	1998	NA
Total Floor Area (SF)		95,916	44,457	NA
Median Floor Area (SF)		5,232,280	143,213	NA
Total Taxable Value	$119,423,759	$114,897,329	$4,370,860	NA

Source: City of Troy GIS data 2013

Top Industries in Target Area by Employment [2]

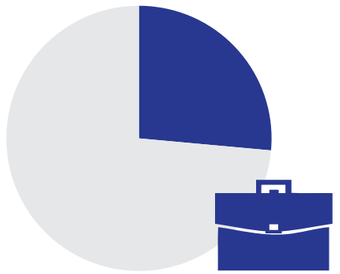


21.5 % ***Professional, Scientific & Tech Services***

	Employees	Percent (%)
Manufacturing	1,035	20.5
Professional, Scientific & Tech Services	1,084	21.5
Finance & Insurance	683	13.5
Administrative & Support & Waste Management	521	10.3
Real Estate	408	8.1

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA

Top Industries in Target Area by Number of Businesses



27.0 % ***Professional, Scientific & Tech Services***

	Businesses	Percent (%)
Professional, Scientific & Tech Services	76	27.0
Finance & Insurance	37	13.1
Manufacturing	17	6.0
Real Estate	17	6.0
Administrative & Support & Waste Management	43	15.2
Other Services (except Public Administration)	17	6.0

Source: Esri 2013 Estimates Business Summary from Oakland County EDCA

Gateways

- Square Lake Road
- Corporate Drive
- Corporate Drive

Assets

1: Flagstar Bank Headquarters

2: Northfield Point Marketplace

3: The Learning Experience childcare facility

4: Delphi Headquarters

5: Direct access to and from I-75

6: Quality stormwater management design

7: Hamilton Elementary Schoolr

8: Troy High School

Opportunities

1: SW corner Crooks Road and Square Lake Road

2: Infill at MET Hotel

3: NW corner Crooks Road and Long Lake Road

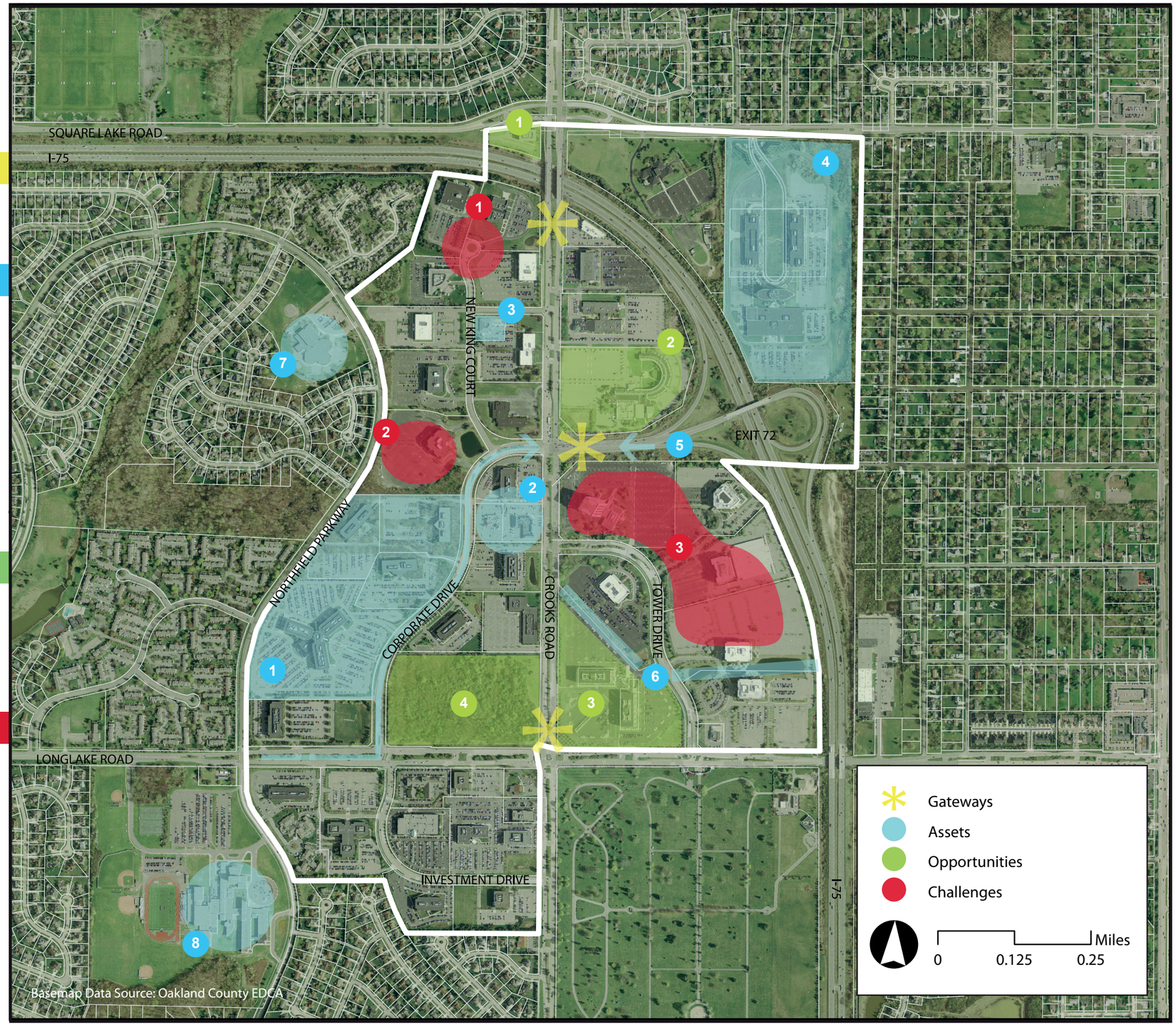
4: NE corner Crooks Road and Long Lake Road

Challenges

1: Access management along New King Court

2: Lack of pedestrian connection to New King Court and Corporate Drive development

3: Large surface parking lots surrounding Tower Drive properties



North Troy Public Engagement Findings

North Troy consists primarily of office use with excellent freeway access to I-75 and close proximity to a large employee base. Large setbacks and wooded areas provide a desirable campus setting for certain sites. Natural features provide amenities and may help attract mixed-use and multi-family development, if desired by the community. Existing corporate companies may look to build or expand in under-utilized areas. Looking at the area as a whole, North Troy lacks identity and character. Office space has been slow to fill resulting in high vacancy. Regional access is good, but internal connectivity and pedestrian access is not optimal. The area is dominated by cars with few alternative mobility options or usable green space. It also lacks entertainment for younger families. Road repair around the area needs to be addressed.

Downtown Detroit has been experimenting with pop-ups and initiating corporate programs to get employees out of the office. High quality food trucks provide indirect competition to brick and mortar establishments. Ultimately it's about options and getting people exposed to business. Right now North Troy is just an employment center. It needs uses and amenities to complement the office uses and to keep people around after 5 pm.

Considerations

- Establish more convenience uses such as restaurants, retail, and daycare
- Experiment with tactical placemaking, such as food trucks and pedestrian improvements, to provide more amenities to workforce
- Increase flexibility of current zoning to widen development of potential uses
- Encourage more parking structures
- Encourage quality stormwater management for improved drainage and connected green space

Priorities and Strategies

This plan recommends three priorities for establishing North Troy as a safe, active, and walkable district with premiere office space and generous amenities for employees and residents. These priorities and strategies include:

1. Provide a Compatible and Vibrant Mix of Use

Strategies:

- Promote service infill through property repurposing
- Promote residential infill through property repurposing
- Develop and strengthen core
- Create a community gathering space

2. Improve Multi-modal Circulation and Safety

Strategies:

- Study and implement road diets
- Introduce pedestrian mid-block crossings
- Establish consistent landscape buffer and setbacks

3. Inspire Tactical Placemaking to Create a Lively Place

Strategies:

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

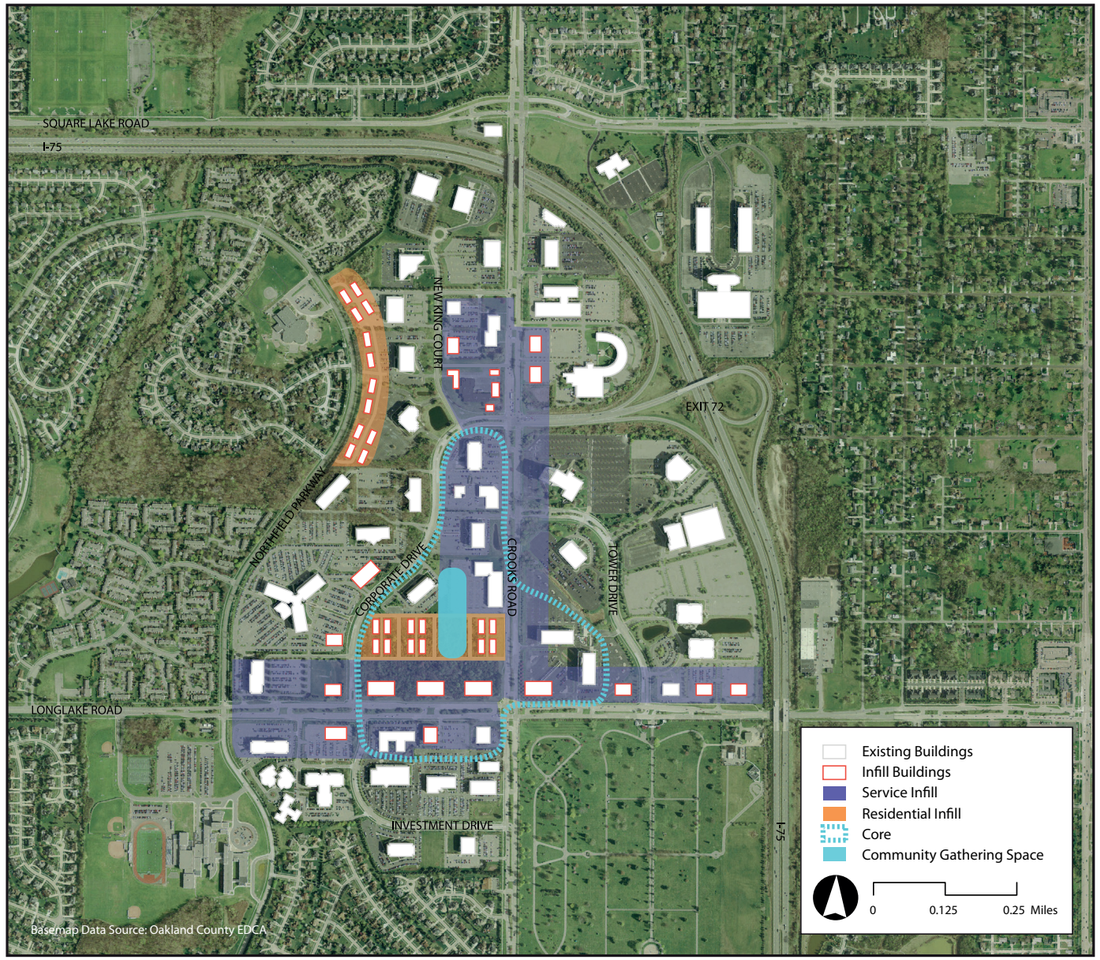
Priority and Strategy Interconnection:

These priorities and their strategies are not mutually exclusive; rather, they reinforce each other and together they have the ability to attract users and spark investment and ultimately achieve these aims of vibrancy, identity, and walkability.

Priority 1: Provide a Compatible and Vibrant Mix of Uses

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: Provide a Compatible and Vibrant Mix of Uses

Strategy: Promote service infill through property repurposing

The land use pattern of North Troy is primarily single use office space. Given the existing market conditions, many of these buildings are over-served by parking. As a means to attract new business to North Troy, these under-utilized parking areas may be repurposed for service infill development. Infill development is increasingly recognized as an effective way to achieve a variety of goals, including making better use of existing infrastructure; locating community services, jobs, and shopping in close proximity to neighborhoods; and reducing auto trips by supporting walking, biking, and transit.

Location

Service infill should be focused on Crooks Road, Long Lake Road, and the area around Northfield Market Place.

Uses

Mixed use, casual and family dining, personal services, dry cleaning services, health and wellness, grocery, pharmacy, and childcare.

Characteristics

Mixed use buildings, placed closed to the street, use of high quality materials, naturalized stormwater treatment, and woodland protection. Specific design features can promote this interconnections including the layout and orientation of buildings, the network of sidewalks and pathways, the location of parking relative to structures and walkways, and the amount and placement of green space, landscaping, benches, and other amenities.

Big Beaver retail development in Troy, MI

Grocery store in Kansas City, MO

Strategy: Promote residential infill through property repurposing

North Troy has the opportunity to re-envision the underutilized land adjacent to Northfield Parkway. A variety of housing options will provide residents with convenient access to work, schools, and the new infill service amenities. It will also provide an appropriate transition between the more intense multiple story office use and the less intense single family neighborhoods.

Rezoning transitional areas between the service core and surrounding social neighborhoods as mixed use would also enable property owners to repurpose the upper stories of underutilized office buildings as residential use. Introducing housing to North Troy will provide attractive housing options for rising professionals as well as active seniors.

Location

East side of Northfield Parkway.

Uses

Single-family attached residential, live-work lofts

Characteristics

Two-to-three story urban style residential development set close to the street with appropriate landscaping buffer, use of high quality materials, and alleys or rear loading garages. Vehicular access should be limited off Northfield Parkway.

Rochester Commons PUD in Troy, MI

Townhomes in Victoria, BC

Priority 1: Provide a Compatible and Vibrant Mix of Uses

Strategy: Develop and strengthen the core

The Master Plan addresses the need for concentrated investment, activity, and services within the Target Areas.

Within each Target Area, the Plan identifies specific sites and nodes that can be utilized to build this physical fabric and social atmosphere, and support economic development. 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 was approved for mixed use development. The development of this vital site 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.

Strategy: Create a community gathering space

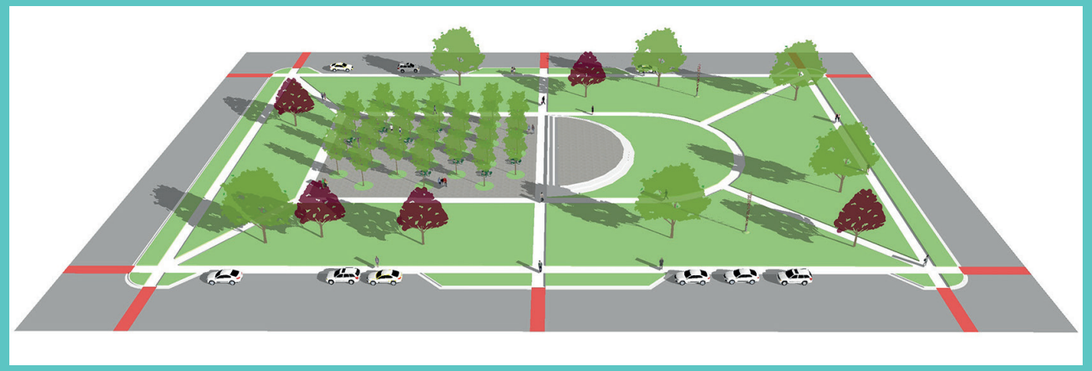
The community gathering space will serve as the heart of North Troy, providing physical amenities and social programming for employees and residents. Given that the area is known primarily as an office campus, North Troy is fairly green. Many of the corporate sites offer attractive landscaping, mature trees, and even water features, but most of these facilities are designed for aesthetics not for use.

Creating a community gathering space in the vacant land and underutilized parking area will enhance North Troy's sense of place. This area should combine landscaping and hardscape, and include amenities such as cafe seating, movable chairs, bike racks, water features, permanent and seasonal shaded areas, public art, and performance space. This combination of plaza and green space will provide a space for corporate programming and neighborhood recreation, supporting the adjacent office, service, and residential uses.

Town Center in Novi, MI

Shopping Center in Orland Park, IL

Conceptual design for North Troy community gathering space

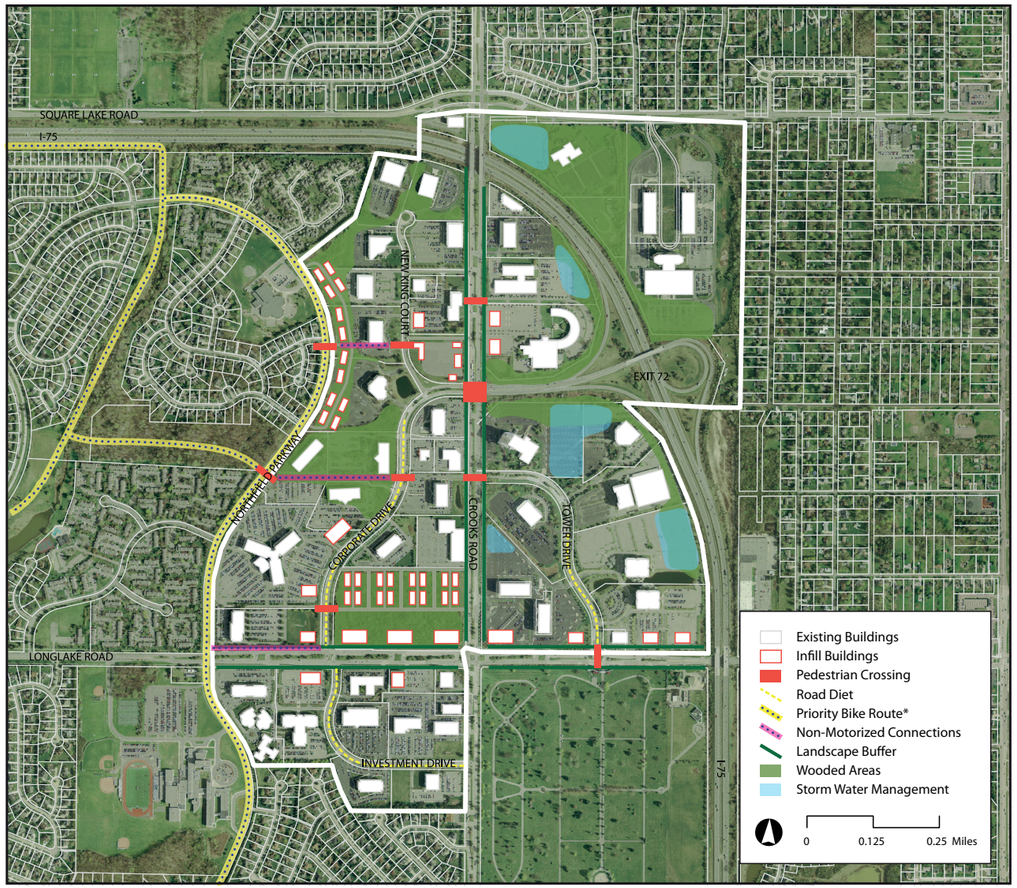


Conceptual design for North Troy community gathering space

Priority 2: Improve Multi-modal Circulation and Safety

At some point during our commute to work or school, everyone becomes a pedestrian. North Troy provides a beautiful campus setting with large lawns, water features, and woodland areas, but it is auto-oriented and lacks walkability. There are sidewalks, but they don't really function for pedestrians and cyclists, they don't lead to desired destinations, and they often follow indirect routes. Changes to landscaping and transportation infrastructure within the right-of-way, coupled with strategic infill, will improve safety and encourage walkability.

It will be important to link new circulation paths across North Troy to the non-motorized facilities along Northfield Parkway. Northfield Parkway is highlighted as a Priority Bike Route on the Priority Bike Routes Neighborhood Greenways Map* in the 2009 City of Troy Trails and Pathways Master Plan. In the short term, Long Lake Road will serve as the primary connection to the parkway, and, as development occurs, there will be more opportunities to create non-motorized connections using public easements. In addition to perimeter sidewalks, private developers should be encouraged to improve internal pedestrian circulation, creating convenient, logical, and attractive walkways.



Priority 2: Improve Multi-modal Circulation and Safety

Strategy: Study and implement road diets

North Troy was designed for the automobile in the mid-1980s, and cars remain the dominant transportation choice. In order to provide for multi-model transportation options, the City should look to integrate principles of complete streets and best management practices (BMP) into capital projects. Road diets offer a strategy for reconfiguring travel lanes to better accommodate non-motorized transportation such as walking, biking, and transit, while also incorporating landscaping and green infrastructure. As secondary connector streets with large right-of-way (ROW) widths and less than 1,000 vehicles per hour (vph) at peak times, Investment Drive (86 foot ROW), Corporate Drive (120 foot ROW), and Tower Drive (105-120 ROW) provide appropriate locations to implement 4-to-3 lane conversions with striped bike lanes or a protected multi-use pathway.

Complete Streets

"Complete streets means roadways planned, designed, and constructed to provide appropriate access to all legal users in a manner that promotes safe and efficient movement of people and goods whether by car, truck, transit, assistive device, foot, or bicycle."

Together Michigan Public Act 134 and Public Act 135 of 2010 form the Complete Streets legislation. These laws affect project planning and coordination between government and state transportation agencies and ensure that Complete Streets policies consider the local context, functional road classification, project costs, and most importantly, the mobility of all legal users.

FIGURE A.1: Corporate Drive Existing Conditions (120 foot ROW)

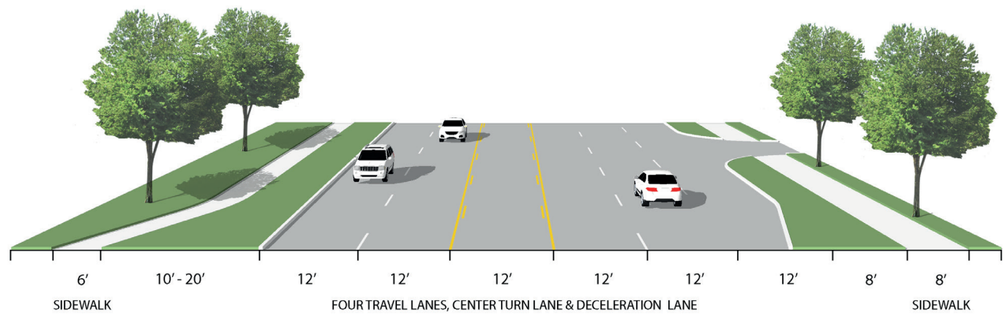


FIGURE A.2: Corporate Drive Proposed Conversion (120 foot ROW)

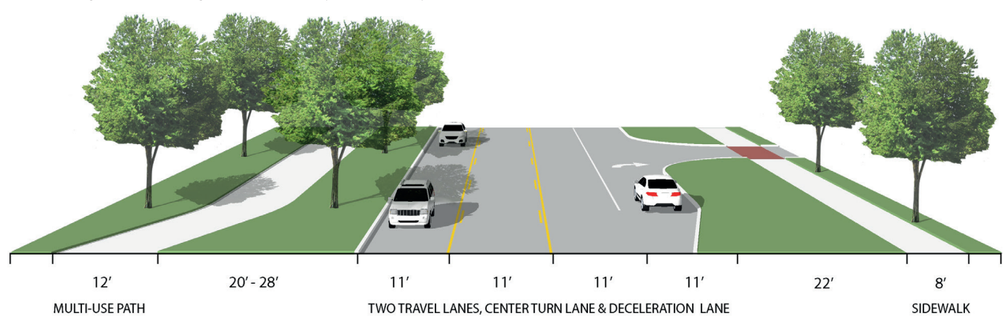


FIGURE A.3: Investment Drive
Existing Conditions (86 foot ROW)

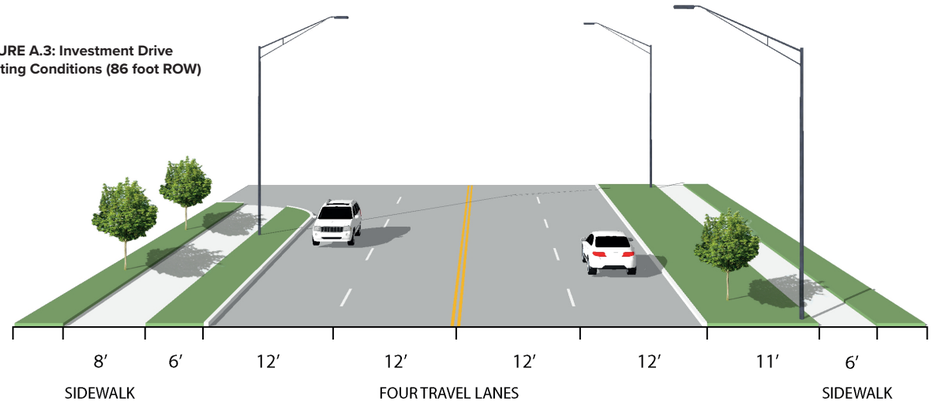


FIGURE A.4: Investment Drive
Proposed Conversion 1 (86 foot ROW)

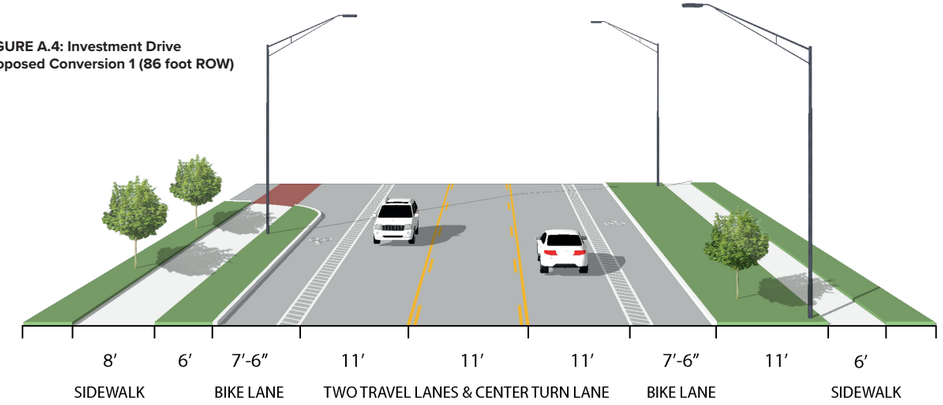
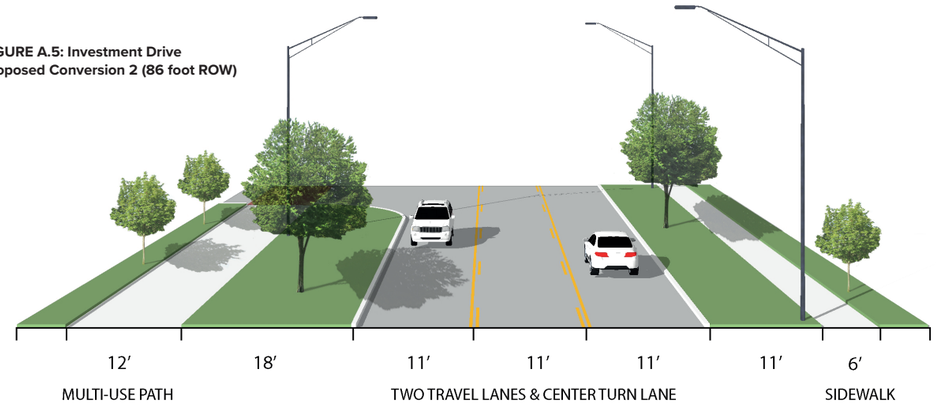


FIGURE A.5: Investment Drive
Proposed Conversion 2 (86 foot ROW)

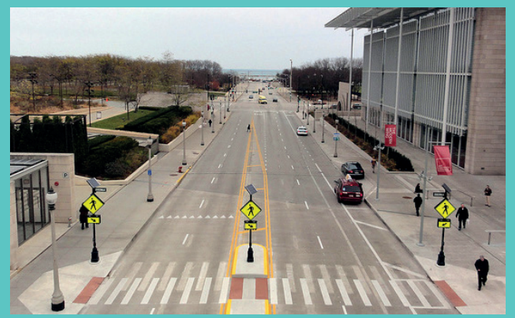


Priority 2: Improve Multi-modal Circulation and Safety

Strategy: Introduce pedestrian mid-block crossing

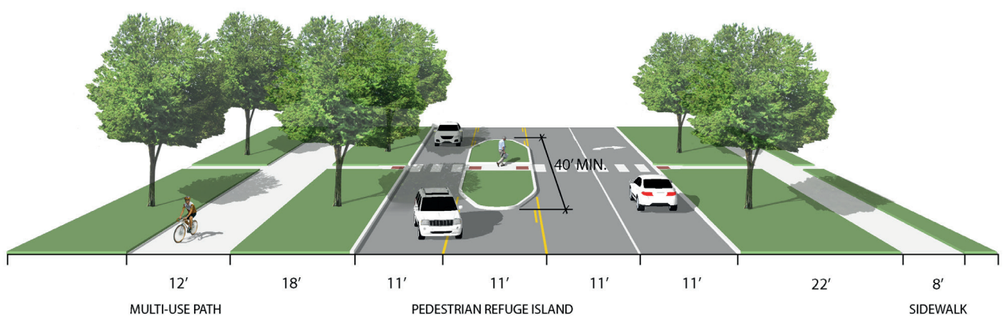
Due to the auto-centric nature of North Troy, including multiple travel lanes, curving roads with reduced visibility, and long blocks, employees and residents who venture out on foot to destinations such as the Northfield Pointe Marketplace have difficulty crossing Corporate Drive and Crook Road. Providing safe mid-block crossings for pedestrians and cyclists is an integral strategy for walkability. Mid-block crossings for Northfield Parkway will further integrate and strengthen the connection with the adjacent residential neighborhood. Pedestrian refuge islands and signalized crossings are some techniques for providing mid-block crossing. Applicability should be determined based on site context and budget. Priority pedestrian routes will develop based on new infill development.

Cyclist at Corporate Drive and Crooks Road



Crosswalk in Chicago, IL

FIGURE A.7: Long Lake Road and Crooks Road Improved Landscape Buffer



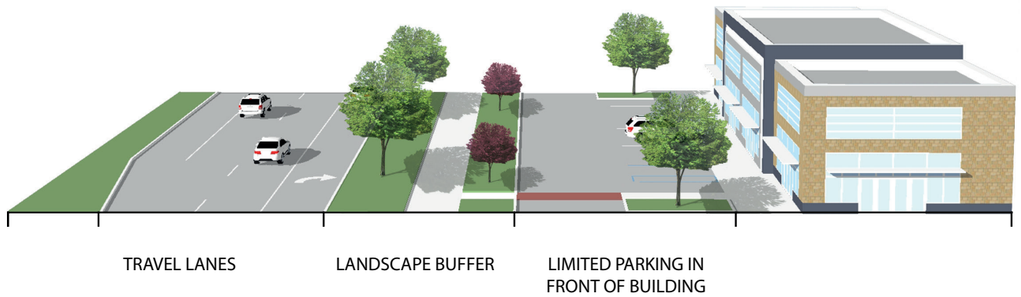
Priority 2: Improve Multi-modal Circulation and Safety

Strategy: Establish consistent landscape buffer and setbacks

The office uses in North Troy have large setbacks and landscaping designed to produce a dramatic approach via car. Pedestrians are walled off by vegetation, forced to walk through parking lots, or left on sidewalks that lead to nowhere. New residential and service development should front the street, creating a more consistent street wall. Sidewalks along Crooks Road and Long Lake Road should be pushed back away from the edge of pavement to accommodate vertical elements such as street lights and street trees in the landscape buffer. These elements provide real and perceived protection to pedestrians on the sidewalk. Low shrubs also offer a separation between the flow of traffic and the pedestrian realm.

New Development along Big Beaver in Troy, MI

FIGURE A.7: Long Lake Road and Crooks Road Improved Landscape Buffer



Priority 3: Tactical Placemaking

Tactical placemaking will allow the City and private partners to experiment with physical interventions and social programs using a lighter, quicker, cheaper approach to transforming the image and identity of North Troy. Placemaking is as much about the process of engagement as it is about improving the physical environment. Through community education and public-private partnerships, there are things the City can start work on today to get employees and residents interacting with the place and each other. Tactical placemaking feeds into the North Troy's overall strategy of strategic placemaking, which has recently become Michigan's statewide approach to economic development. The MI Place Initiative includes business and talent attraction and retention.

Strategy: Create an identity through gateways and wayfinding

North Troy currently lacks an identity. Public wayfinding and site identification and directional signs are important elements of a project. North Troy's location offers a prime opportunity to capitalize upon the entrance into the City of Troy along I-75. In addition, several smaller gateways will provide project identification for the business park development. Directional and information signs, as well as street signs, will help users navigate the area.

Strategy: Facilitate health and wellness initiatives

Many North Troy employees already walk during the lunch hour. Establishing a walking and biking loop with wayfinding and mile markers will encourage this culture. These non-motorized pathways should be connected to the priority bike route along Northfield Parkway. Public-private programming, similar to Oakland County's Count Your Steps Initiative or the University of Michigan's BlueBike rental program, can encourage employees to utilize non-motorized facilities.

Strategy: Encourage creative programming

North Troy would benefit from the City's "Lunch in Troy" program which brings in mobile food vendors, or food trucks, to sites with few brick and mortar dining options for workers. The City can expand this program by working with member vendors of the Michigan Mobile Food Vendors Association (MMFVA). Introducing movable chairs and tables will help create an atmosphere for socializing. Other corporate sponsored programming will expand vibrancy to the area.

Eleven Principles for Creating Great Community Places

1. Recognize the community as the expert
2. Create a place, not a design
3. Look for partners
4. Observe existing spaces
5. Establish a vision
6. Use Lighter, Quicker, Cheaper approach
7. Triangulate by linking streetscape elements, amenities, and activity
8. Build on small projects
9. Allow form to support function
10. Remember that money is not the issue
11. Embrace Placemaking as a process rather than a product

Projects for Public Spaces

North Troy Corporate Park signage

Flagstar Bank Headquarters driveway

Wayfinding signage

Mark's Carts in Ann Arbor, MI

Clinton River Trail in Rochester, MI

Action Plan and Implementation

The North Troy Plan is organized into multiple projects so the vision can be refined and implemented in phases over time in a flexible manner. Priority transformative projects like the road diet projects entail multiple phases given their scale and ambition and serve as economic catalysts for tapping the development potential of the area for years to come. The timeframe to implement the Plan will depend on many factors, including market conditions, financing, approvals, and other City initiatives.

	Strategy	Actions	Phasing	Responsibility
Priority 1 Provide a Compatible and Vibrant Mix of Uses	Promote service infill through property repurposing	Identify sites for infill and meet with property owners	Near	City, Private entities
		Amend zoning if necessary	Near	City
	Promote residential infill through property repurposing	Identify sites for infill and meet with property owners	Mid/Long	City, Private entities
		Amend zoning if necessary	Mid/Long	City
	Develop and strengthen core	Implement infrastructure improvements	Mid/Long	City, Private entities
		Encourage development of the core	Mid/Long	City, Private entities
	Create a community gathering space	Design and construct public space	Mid/Long	City, Private entities

	Strategy	Actions	Phasing	Responsibility
Priority 2 Improve Multi-modal Circulation and Safety	Study and implement road diets	Implement Road Diet for Investment Drive	Mid	City, Private entities
		Implement Road Diet for Corporate Drive	Long	City, Private entities
		Implement Road Diet for Tower Drive	Long	City, Private entities
	Introduce pedestrian mid-block crossing	Identify location(s) for mid-block crossing	Near	City, Private entities
		Identify type of crossing based on location and funding source	Near	City, Private entities
		Implement crossing	Near	City
	Establish consistent landscape buffer and setbacks	Amend zoning if necessary and implement appropriately scaled landscape buffers and setbacks when new development occurs	Near	City, Private entities
		Implement new streetscape along Crooks and Long Lake Road	Long	City, Private entities

	Strategy	Actions	Phasing	Responsibility
Priority 3 Inspire Tactical Placemaking to Create a Lively Place	Create an identity through gateways and wayfinding	Create and install gateway and wayfinding program	Mid	City, private entities
		Work with existing corporations to establish common identification signage	Mid	Private entities
	Facilitate health and wellness initiatives	In cooperation with gateway and wayfinding program, identify North Troy walking and biking loop	Mid	Private entities
	Encourage creative programming	City to establish initial programming efforts such as City's "Lunch in Troy" program	Near	City
		Work with existing corporations to establish long-term programming	Mid	City, Private entities

11 – Appendix

To engage the civic entrepreneurs of Troy, on June 21, 2007, the City conducted a Master Plan workshop which involved a selected participant list of over 150 invitees.

Those invited to participate on the workshop process represented a wide cross section of Troy's population, and included residents, business owners, City officials, volunteers, and other participants.

In this workshop, the participants were engaged to employ the "Smart Growth Readiness Assessment Tool," (SGRAT) a new program designed by the Michigan Land Policy Institute at Michigan State University. The tool is designed to help communities learn how to incorporate "Smart Growth" principles into their land use management practices. "Smart Growth" is a term conceived in 1996, when the Environmental Protection Agency lead a group of organizations to form the Smart Growth Network. The Smart Growth Network is a group dedicated to creating new land development practices which "...boost the economy, protect the environment, and enhance community vitality," as stated by the Smart Growth Network.

The Tool is intended to assess how well a community is prepared to develop according to the Ten Tenets, to allow communities to measure progress over time, and to supply resources for communities interested in growing smart. The SGRAT is the most comprehensive such tool in the nation.

Though produced 8 years ago, the results of the SGRAT greatly influenced the creation of the 2008 Master Plan. Recognizing their importance, this appendix includes the detailed results of the SGRAT survey.

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What can the City of Troy do to continue to attract world-class businesses?

- Steamline the start up process. Be proactive in soliciting business – domestic and worldwide. Help business to find locations and reasons to locate in Troy (incentives). Accelerate development of the transit center. Improve road conditions and traffic movement.

What steps would you take to make Troy a more vibrant and engaging place to live and work?

- Provide mass transit options to access entertainment in metro Detroit.

What is the most important improvement that Troy can make to ensure that all residents have access to safe and efficient transportation?

- Lobby and work towards a high density regional transit system with a City component connected to the system.
- Create regional public transportation that is efficient, safe and inexpensive.
- Make it affordable and convenient not just within the City.
- Keep the roads nice – for all transportation.
- Promote multi model transportation options in City.
- Transit – regional transportation initiative.

Should Troy play a role in the development of improved regional transportation?

- Yes, we should work on developing the proposed Transit Center and expand from there.
- Yes. We need a method for our residents to get to their place of employment without using single occupant vehicles. We need a method of transportation for youth and seniors. Lastly, we need a method to bring employees to the businesses located in Troy. Continue to develop walkability.
- Mass transit will be critical to future vitality of all communities. The leader regionally in mass transit will create financial stability for all. Troy should be the leader in Oakland County.

Should the City be a model for responsible care of the natural environment?

- Yes. The City needs to promote green growth in new developments and within its own buildings. City owned property does not need to be all developed into parks, it can be just left in its natural state. Encourage and educate about mass transit and walkability.
- Yes, we only have a natural environment once. The trees, parks and water resources must be protected. The City of Troy is the steward of the resources in the community.

Do you feel it is important for the City of Troy to promote the advancement of or mandate the practice of sustainable development, such as, but not limited to, the construction of certified "green buildings" and Low Impact Development techniques for stormwater management?

- I believe promotion is desired for construction of certified "green buildings". Low impact Development techniques for stormwater management are a practice that should be mandated. Economics will determine the practical nature of these areas of development.
- Absolutely – we are doing that now with planning.

What does the Smart Growth Readiness Assessment Tell Us?

Throughout this Master Plan, each Chapter will contain a brief summary of those SGRAT results which most directly inform the topics covered by that Chapter. The SGRAT responses will also play a critical role in the development of implementation policies.

Tenets 3 and 5 contained a series of questions addressing cooperation and collaboration, public outreach, and the practices and procedures which regulate land development in the City. The following summaries provide a short description of the City's score in these areas .

Tenet 3: Encourage community and stakeholder collaboration in development decisions.

Troy was awarded approximately 40 percent of the available points for Tenet 3. While the participants perceived the City of Troy to be very good about collaboration in formal settings, such as the development of new Zoning Ordinance amendments or Master Plan revisions, the perception of collaboration outside of those programs was poor. In other words, respondents felt that the City has room to improve when it comes to general encouragement of an open, collaborative environment with special interest groups, adjoining communities, and the general public, especially as it relates to smart growth principles.

Another area where the City could improve its score in this area is to develop stronger community outreach programs with regard to planning and growth issues. While collaboration with schools scored well, education and collaboration with the general public, especially when initiated by the City itself, was not perceived well.

Tenet 5: Make development decisions predictable, fair, and cost-effective.

The City scored very well with regard to Tenet 5. The City received nearly 75 percent of the available points in this area, thanks to a strong perception that the City diligently maintains its Zoning Ordinance, Master Plan, and other community planning documents, its consistency between its zoning and planning, and perception of fairness to the development community. Respondents felt that developers are given a fair chance to innovate in Troy and that most new development makes a strong contribution to the City as a whole.

The City could score even higher in this area were it to permit additional density for developers who propose more smart-growth oriented developments. Also, participants felt that more attention to long-range planning could be paid, although there was a positive recognition that current practices for ongoing development were strong and fair.

The City received extra points for supporting participation in elected and appointed official training programs, such as the Michigan State University Extension Citizen Planner Program, and continuing education in the area of planning.

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What kind of image do you want people to think of when they are asked about Troy?

- Excellent schools, nice residential, strong City government and services, shopping.
- A well maintained City with excellent schools, neighborhoods, corporations, and good services.
- Home to Walsh College, branches for the University of Phoenix, Central Michigan University, Spring Arbor University, ITT Technical Institute and Michigan State University Management Center.

What can the City of Troy do to continue to attract world-class businesses?

- In cooperation with Troy School district (plus other educational facilities) continue to promote education, diversity of ethnic groups which constitute the vibrant Troy community.
- Offer reasonable incentives. Maintain quality infrastructure. Continue to offer quality City services & A ++ rated schools. Make it attractive for the business community to also want to live here in Troy.

What steps would you take to make Troy a more vibrant and engaging place to live and work?

- A need exists for the young teenagers to meet, and hang out in a secure environment. The young adults (18-22 years old) also need a place to meet and congregate. These activities need to be available to these groups year around.
- Add paths and trail system in City; increase property maintenance standards; increase art in public places; create synergy.

What is the most important improvement that Troy can make to ensure that all residents have access to safe and efficient transportation?

- Create a comprehensive pedestrian pathway system (walking, biking, rollerblading, etc.) that system would help to reduce short trip car drives that add to roadway congestion.

How can the City better accommodate non-motorized transportation?

- Emphasize bike paths. Develop specific requirements for safe walk & bike access.
- Increase the numbers of walkable/bikeable areas....more trails and information letting people know where the trails and sidewalks are.
- Plan the City in small village components that can service the daily needs of nearby residents by sufficient shopping areas central to each village.

What steps would you take to make Troy a more vibrant and engaging place to live and work?

- Build an arts center or better venues for music, stand-up comedy, performing arts, night life, etc..., utilize more mixed use development, and connect these elements with pedestrian pathways.
- Develop the Civic Center that becomes a focal point for residents to interact and learn.

Many land use issues result between single-family residential areas adjacent properties proposed for higher density. How can these conflicts be reduced?

- Include some “entertainment” areas or common areas for use of both groups.

What does the Smart Growth Readiness Assessment Tell Us?

The SGRAT did not include any questions directly related to the care and management of educational facilities, nor did it specifically address cultural facilities. As a tool primarily directed towards the examination of the Smart Growth Tenets, which are mostly related to physical development and infrastructure, the areas where the SGRAT may most readily apply for this Chapter are related to access to such facilities.

The City scored 33 percent of the available SGRAT points for Tenet 8, “Provide a variety of transportation options.” The assessment demonstrated that the City can improve its transportation score in a variety of areas, especially by providing stronger access to public transit, rail service, or a multi-modal method of access to a regional airport. Troy could also gain points by encouraging better infrastructure for cycling as a viable option, and the provision of park-and-ride areas for bus service. Further, the City does not make extensive use of traffic calming devices, which can restrict automobile traffic, but encourage safer non-motorized transportation in certain circumstances.

These results were drawn in part from the City’s response to these questions:

Does your community provide infrastructure to promote bicycling as a viable, healthy transportation option by any of the following? (Check all that apply, if any).

A. Providing well-maintained bike lanes, five feet in width along or between local transportation corridors.

B. Providing non-motorized paths that connect recreation facilities and other community destinations.

C. Implementing access management strategies that improve safety and efficiency of both bicycle and vehicular travel.

D. Providing appropriate signage and bike racks in common community destinations such as schools, public buildings, work places and shopping centers.

Best Answer: A, B, C, D

Troy’s Response: None

Does your community encourage bicycling through any of the following?

A. Inventorying existing conditions and developing a strategy or plan to improve biking conditions.

B. Programs that promote bicycling to work, school or for recreational purposes.

C. Accommodating advanced or experienced riders, basic or less confident riders and children.

Best Answer: A, B, C

Troy’s Response: A

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What kind of image do you want people to think of when they are asked about Troy?

- A commerce metropolis, clean and modern.
- A strong business presence; thriving neighborhoods, a balanced mix of residential and business tax base; the cutting edge of environmental sensitivity and walkability.
- A center of knowledge; an economy based on information technology.

What can the City of Troy do to continue to attract world-class businesses?

- Offer reasonable incentives. Maintain quality infrastructure. Continue to offer quality City services & A ++ rated schools. Make it attractive for the business community to also want to live here in Troy.
- Promote Troy as a high-tech corridor and streamline the process of establishing and maintaining a Troy business. Make guidelines for developers very clear, concise, fair and predicable.
- Start by realizing that Troy needs the business community. Not long ago, businesses paid more than 50 percent of the taxes, making Troy a very desirable place to live; it has shifted the other way. Work with the Chamber of Commerce and diversify the business base.

What is the role of the City of Troy in the region? What role should the region play in the future of Troy?

- Cooperative neighbor that shares ideas and challenges in open communication with neighboring communities, taking on a leadership role when it is in the best interest for all.
- Troy should provide an example of how a city can balance between successful business and a qualified residential base. Recent economic trouble for the state and region has tarnished that image. Troy can provide an example of leadership in how a community can excel as it matures.
- A leader and model of an environmentally friendly community.
- Troy is perceived as a strong entity and therefore we can be a leader in moving the region to think, govern, buy, and plan regional. The image of the entire region will affect the ability of Troy to attract and retain jobs and the creative class. We need to work together to solve issues of blight, economy, education and mass transit.
- Troy should be a role model city of how a community can balance commercial and residential needs so each complements each other. The City should lead in being flexible to accommodate future needs of the residents.

What is the future of traditional industrial land uses, such as manufacturing or fabrication, in the City of Troy?

- We need to be creative as these traditional uses become obsolete. Our PUDs are a positive start for the future of these areas.
- Manufacturing is not coming back. Those buildings need to be used for other things. Allow residential use.
- Allow some to be developed as described in the Maple Road study. Especially, the work/home development for entrepreneurs. It is important that these work/home developments are visually pleasing.
- Information about how industrial parcels could be converted to alternative uses should be made available. Selectively purchase vacant industrial properties that can be used as parking lots to other nearby buildings and allow those buildings to have alternative commercial uses.

What does the Smart Growth Readiness Assessment Tell Us?

Many of the questions asked in the SGRAT have some bearing on the local economy, either directly or indirectly. Those questions which asked about the current trends in the City with regard to redevelopment of existing properties and the ability to develop mixed-use properties relate to the City's strategy for transitioning to the 21st Century marketplace. Questions which relate to live-work units and brownfield redevelopment show how the City can improve its ability to accept new development types and encourage manufacturing era properties to redevelop as knowledge economy facilities.

Are developers actively redeveloping vacant, under-utilized, and/or brownfield properties?

A. Yes

B. No

Best Answer: A

Troy's Response: A

Does your Zoning Ordinance and Master Plan provide strategies and incentives for redeveloping existing urban areas?

A. Yes

B. No

Best Answer: A

Troy's Response: B

In which of the following zoning districts is mixed-use permitted? (Check all that apply, if any).

A. Central business district

B. Neighborhood commercial districts

C. Special mixed-use overlay district

D. Planned Unit Development Districts

E. Other

Best Answer: A, B, C, D, E

Troy's Response: D

Has your local government adopted zoning codes that give as much opportunity for a mixed-use development as for a typical single-use project (e.g., a medium density housing subdivision, strip mall or office park)?

A. Yes

B. No

Best Answer: A

Troy's Response: B

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What can the City of Troy do to continue to attract world-class businesses?

- Strategic parking plans to make businesses easy to find and convenient and safe for customers and employees to use.
- Improve our roads and pedestrian pathways, maintain high standards in architecture, rigorously enforce zoning violations, retain residential character of our neighborhoods in spite of the majority of City Council pushing to commercialize them with large commercial vehicles and large group child care homes, start the customer solutions department, and more.
- Provide good roads that are well maintained and well operated.

What steps would you take to make Troy a more vibrant and engaging place to live and work?

- Mass transit options to access entertainment in metro Detroit.
- Add paths and trail system in City; increase property maintenance standards; increase art in public places; create synergy.

Should Troy play a role in the development of improved regional transportation?

- Yes, we should work on developing the proposed Transit Center and expand from there.
- Absolutely, we need a creative connector (trolley to Big Beaver Corridor from Maple/Eton Station. More Bike, walking paths from subs to parks. Destination emphasis planning.
- Yes, Troy should play an important role in improving regional transportation. Mass regional transportation will enable people to move from “here to work” economically and efficiently. We can’t build wide enough roads to move traffic; we need to economically and efficiently move people during the course of the day.
- It would help make the City more family friendly. We would be sharing transportation options. It would also help attract world – class business. It is a good selling point.
- Yes. If we are to be the hub of business and fun activities (family, night life, etc) we must make it easy for people in nearby communities to visit Troy without getting into a traffic jam.
- Yes. We need a method for our residents to get to their place of employment without using single occupant vehicles. We need a method of transportation for youth and seniors. Lastly, we need a method to bring employees to the businesses located in Troy. Continue to develop walkability.

What is the most important improvement that Troy can make to ensure that all residents have access to safe and efficient transportation?

- Affordable regional mass public transportation.
- Create a comprehensive pedestrian pathway system (walking, biking, rollerblading, etc.) that system would help to reduce short trip car drives that add to roadway congestion.
- Provide a means within the City to get the residents to the collection points for the regions/ transportation system.
- Create regional public transportation that is efficient, safe and inexpensive.
- Make it affordable and convenient not just within the City.
- Keep the roads nice for all modes of transportation.
- Promote the transit center and the transit services to be housed in it. Then make sure adequate walking and bike paths are connected throughout the whole City.

How can the City better accommodate non-motorized transportation?

- Emphasize bike paths. Include in all developments specific requirements for safe walk & bike access.
- Follow ADA guidelines. Create refugee islands on highways, increase the “walk” time on traffic lights, make bike paths to get bikers off pedestrian sidewalks, and provide adequate lighting.
- Better cross town connected bike routes that also have destinations, i.e. mall or civic center. Have a dedicated 4 foot lane for bicycles.
- Complete the trailways initiative with a completed infrastructure as recommended by Vision 2020.
- The development of pathways and trails is a start. We need an alternate mode of transportation that is cost affective and reliable.
- Promote mixed-use development.
- Plan the City in small village components that can service the daily needs of nearby residents by sufficient shopping areas central to each village.

What does the Smart Growth Readiness Assessment Tell Us?

The SGRAT included a section dedicated to the provision of transportation options. Tenet 8 of the Smart Growth Tenets, “Provide a variety of transportation options” was covered by 15 questions ranging from topics like mass transit to air travel. The assessment granted 33 percent of the available points to Troy for Tenet 8. The City received many points for its strong capital improvements planning, access management standards, well-developed subdivision regulations, provision of transportation options for the mobility impaired (either by income restrictions or physical limitations), and the mitigation of the negative impacts of parking on surrounding areas.

The assessment demonstrated that the City can improve its transportation score in a variety of areas, especially by providing stronger access to public transit, rail service, or a multi-modal method of access to a regional airport. Troy could also gain points by encouraging better infrastructure for cycling as a viable option, and the provision of park-and-ride areas for bus service. Further, the City does not make extensive use of traffic calming devices, which can restrict automobile traffic, but encourage safer non-motorized transportation in certain circumstances. Specific questions from this section included:

Does your community have a Transportation Plan (or a transportation element within your Master Plan) that does any of the following? (Check all that apply, if any).

A. Establishes consistent policies that reflect and support the Master Plan, Zoning Ordinance, capital improvement program, access management plan and new development on a regional basis?

B. Coordinates and supports multi-jurisdictional land use and transportation planning along regional transportation corridors?

C. Provides goals, objectives and strategies to enhance an interconnected pedestrian network which serves the entire community?

D. Provides goals, objectives and strategies to implement infrastructure and initiatives to promote bicycling and other non-motorized transportation options?

E. Provides goals, objectives and strategies to implement public transit systems that are appropriate to the size, scale and need of your community?

F. Provides goals, policies and objectives that prioritize improvements and maintenance of existing roads rather than the construction of new roads?

G. Identifies where and when public funding will be necessary to implement context sensitive solutions to transportation issues?

Best Answer: A, B, C, D, E, F, G

Troy’s Response: A, B, D, E

Does your transportation plan support and your Zoning Ordinance allow different street widths, depending on the functional classification of the roadway, character of the area, the projected volume of traffic, and/or the desired speed of traffic?

A. Yes

B. No

Best Answer: A

Troy’s Response: A

Does your community provide infrastructure to promote bicycling as a viable, healthy transportation option by any of the following? (Check all that apply, if any).

A. Providing well-maintained bike lanes, five feet in width along or between local transportation corridors.

B. Providing non-motorized paths that connect recreation facilities and other community destinations.

C. Implementing access management strategies that improve safety and efficiency of both bicycle and vehicular travel.

D. Providing appropriate signage and bike racks in common community destinations such as schools, public buildings, work places and shopping centers.

Best Answer: A, B, C, D

Troy’s Response: None

Does your community have transportation policies or programs that increase mobility options for residents who face financial or physical impediments to driving an automobile?

A. Yes

B. No

Best Answer: A

Troy’s Response: A

Does your region provide an airport that is supported by efficient multi-modal access to your community, regional distribution centers, public transit, highways and emergency response?

A. Yes

B. No

Best Answer: A

Troy’s Response: B

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What kind of image do you want people to think of when they are asked about Troy? (i.e., an office building? A shopping center? A fine restaurant or an evening at a show? A residential neighborhood? Something else?)?

- Efficient, low cost government (low cost – not cheap). I want Troy to continue to be know as the one place you can drive after (or during) a snow storm; a good place to shop, work and live, a place with helpful people in City hall.
- A well maintained City with excellent schools, neighborhoods, corporate residents and good city services.

Do you feel it is important for the City of Troy to promote the advancement of or mandate the practice of sustainable development, such as, but not limited to, the construction of certified "green buildings" and Low Impact Development techniques for stormwater management?

- I believe promotion is desired for construction of certified "green buildings". Low impact Development techniques for stormwater management are a practice that should be mandated. Economics will determine the practical nature of these areas of development.
- The City should promote such efforts thru various incentives and demonstration but should not mandate.
- Yes – storm water will only become a bigger problem as the years progress. We need to promote sustainable development at the very least and perhaps it should be required or mandated. However, we should be prepared to address the arguments that these activities are cost prohibitive.

What can the City of Troy do to continue to attract world-class businesses?

- Clean and well-maintained infrastructure.
- Offer reasonable incentives. Maintain quality infrastructure. Continue to offer quality City services & A ++ rated schools. Make it attractive for the business community to also want to live here in Troy.
- Provide good services, good infrastructure, low tax rate, good debt ratings, and a solid residential community.

What does the Smart Growth Readiness Assessment Tell Us?

The provision of excellent municipal services is clearly a critical element to the future growth and development (or redevelopment) of the City. However, the Ten Tenets of Smart Growth do not specifically speak to infrastructure in and of itself. Consequently, none of the Sections of the SGRAT are directed exclusively towards infrastructure. There were individual questions, though, designed to bring attention to the issue of utilities and City services. The following questions, taken from Section 9, "Strengthen and direct development towards existing communities," address infrastructure issues:

Does your community know the capacity of its infrastructure and natural environment to accept new development, by location, type and amount of new development?

A. Yes

B. No

Best Answer: A

Troy's Response: A

If your community provides public sewer and/or water (or is included in a public sewer/water district), does the public sewer and water service area include:

A. Only developed areas with streets or areas immediately adjacent to the developed areas planned for urban growth?

B. Undeveloped areas outside the urban service area not immediately adjacent to the developed area and not planned for urban growth?

Best Answer: A

Troy's Response: A

Has your community adopted a "fix-it-first" policy as part of the Capital Improvement Program process that sets priorities for upgrading existing facilities and infrastructure before new facilities or infrastructure are built?

A. Yes

B. No

C. No, the community is all built out with no opportunity for new facilities in new locations

Best Answer: A, C

Troy's Response: A

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What is the role of the City of Troy in the region? What role should the region play in the future of Troy? Are there any other additional thoughts or input with regard to community character or image not reflected in the questions of this Section?

- A leader and model of an environmentally friendly community.
- Preserve as much open and park land as possible.

Should the City be a model for responsible care of the natural environment?

- Oh yes! Lead the way! Look at Chicago's efforts! Bring others on board, garden groups, retailers, community organizations.
- Yes, we only have a natural environment once. The trees, parks and water resources must be protected. The City of Troy is the steward of the resources in the community.
- Yes, but they aren't. They are not "totally" neglected, but many opportunities have arisen over the years where they looked the other way or they have not acted to become more responsible for the natural environment.
- Yes. The City needs to promote green growth in new developments and within its own buildings. City owned property does not need to be all developed into parks, it can be just left in its natural state. Encourage and educate about mass transit and walkability.
- Yes, we are doing good things but we can always do better. Don't develop every inch because someone can make a profit, do things for the good of the community.
- It would be very difficult for a City the size of Troy to be such a model in all its various parts. Responsible stewardship and promotion of sustainable building can be done. Troy needs to keep growing its tax base to maintain its level of services, thus redevelopment is needed and that cannot always be done in an environmentally friendly way.

Do you feel it is important for the City of Troy to promote the advancement of or mandate the practice of sustainable development, such as, but not limited to, the construction of certified "green buildings" and Low Impact Development techniques for stormwater management?

- I believe promotion is desired for construction of certified "green buildings." Low Impact Development techniques for stormwater management are a practice that should be mandated. Economics will determine the practical nature of these areas of development.
- If it helps our environment and future generations – yes.
- Sure, if we can afford it. Who pays?
- The City should promote such efforts thru various incentives and demonstration but should not mandate.

What do you consider to be natural features worth preserving in the City of Troy?

- Our lakes within neighborhoods, the rivers, park system, Nature Center/Troy Farm, trees and landscaping within our rights-of-way.
- The rookery area, wetlands preservation, the parks, and lakes in the City. The streams need to be safe guarded.
- The few remaining wetland and lake prairie areas left (situated in the northern part of the City in the Square Lake Road area) and head waters of the River Rouge.

What does the Smart Growth Readiness Assessment Tell Us?

The implementation of Smart Growth principles over time can have a positive and meaningful impact on the preservation of natural features. Compact development — leading to fewer, shorter vehicle trips and a reduction in impervious surface — complemented by other benefits of Smart Growth techniques help preserve areas that could have otherwise been threatened by conventional development. Tenet 7, in fact, is directly related to the preservation of natural features, open space, and farmland. A selection of SGRAT questions which relate to natural features preservation directly or indirectly are included here.

Does your community Master Plan establish goals, policies and strategies to preserve forest lands (e.g. exclusive forestry district, purchase of development rights program, quarter-quarter zoning, TDR, etc.).

A. Yes

B. No

Best Answer: A

Troy's Response: B

Does your community have provisions within the Site Plan Review standards of the Zoning Ordinance to identify and protect renewable resource lands such as farmland and forest land?

A. Yes

B. No

Best Answer: A

Troy's Response: B

Are developers implementing projects which contain public open spaces (such as parks or natural areas) that connect to adjacent open spaces and/or preserve sensitive natural features?

A. Yes

B. No

Best Answer: A

Troy's Response: B

In public and private meetings, do community leaders and elected officials:

A. Promote cluster housing development as an approach to preserve open space in the community?

B. Oppose the development of cluster housing development?

Best Answer: A

Troy's Response: A

Survey Responses

A primary source from which many of the ideas in this Plan have been derived is the supplemental survey given to SGRAT Workshop participants, City department heads, and the Planning Commission. The following are a selection of questions and responses which helped inform this Chapter.

What steps would you take to make Troy a more vibrant and engaging place to live and work?

- We need to start redeveloping our community to fit into the requirements of a global economy. The ways in which we lived in 1957 is not how we live today or will live in 2020. Areas where we can redevelop should be mixed use of housing, retail and business. They should incorporate the latest technology and be green.

What new and innovative approaches should be encouraged in the City of Troy to provide a better housing stock for the aging population?

- Facilitate loans for home repair and improvement to keep aging populations in their older homes and to prevent blight. Keep housing affordable. Canvas the aging population to determine what they are looking for and what they would buy
- Allow some more assisted – living facilities/nursing homes. More single story condos.
- Mixed use developments with independent and assisted living components, with barrier free walkability.
- High end options are needed. Currently there is no where in Troy to appeal to seniors selling their $400,00+ houses. Multi family units on city golf course? Seniors want activities.
- Smaller single family homes on one floor.
- Variety of housing stock. Site condo that look like ranch style homes, condos, assisted living, nursing care. Location needs to provide proximity to shopping, health care, transportation, necessary services and recreation.
- Keep prices reasonable! Many are so expensive only the really well to do can afford to stay in Troy. Ask all the seniors what they want, you may be surprised.
- The City should encourage any type of residential use that will attract economically desirable residents. The current interest in mixed uses should be encouraged as well as all new future types that will attract solid citizens

Is the available housing stock in Troy sufficient to serve the City's needs?

- No, fewer children and many older residents wanting to stay without upkeep require creative building ideas and economy and green spaces.
- We don't have residential units that also serve as business. Troy's ordinances work against having both a residence and a business in the same building. Changes should be made to allow for that. Some residential areas could serve in that function and zoning (a new zoning class) should be made.
- Number of units is sufficient, but more condos should be available for those not choosing to cut grass and shovel snow.

Do you have any additional thoughts or input with regard to housing?

- Starter homes. Young families with lower income don't have much opportunity to buy in Troy.
- We need a development of mixed use housing for seniors that included individual small residents, assisted living, senior apartments, nursing home so that a person can remain at one development. Incorporate recreation, transportation and other amenities for seniors.
- We need more affordable housing for younger population. Not everyone can afford million dollar homes. Get them young and keep them to move up.

What does the Smart Growth Readiness Assessment Tell Us?

The SGRAT includes a section dedicated to Tenet 1: "Create a range of housing opportunities and choices." The results of this portion of the analysis in Troy revealed that while Troy has made some steps towards smart growth as it relates to affordability of a wide variety of housing types, it has room for improvement. For instance, while the City has funded training for City staff for housing affordability programs, it has not actively promoted housing affordability. Further, while there are a variety of housing types in the City that may allow for an array of people to become homeowners, the City has not proactively pursued funding assistance or renovation assistance for the lowest ends of the economic spectrum. Specific questions contributing to these results include:

Are homes or apartments readily available in your community that people of all income levels can buy or rent (from service industry workers, to teachers, police and small business owners, to the elderly, young marrieds, professionals and executives)?

A. Yes

B. No

Best Answer: A

Troy's Response: A

Do community leaders and elected officials actively promote a wide range of housing types to meet the full spectrum of household incomes and preferences?

A. Yes

B. No

Best Answer: A

Troy's Response: B

Do many of the people who work in your community live in another community because they cannot afford housing in your community?

A. Yes, most workers, especially those earning low/moderate incomes, live outside the community.

B. No, most of the people who work in our community, including low to moderate income workers, live in our community.

Best Answer: B

Troy's Response: A

Does the Zoning Ordinance provide for areas zoned multi-family residential or for mobile home parks that are close to job centers and transit or other access opportunities? In order to answer yes, areas must be zoned and not fully developed in order to count.

A. Yes

B. No

Best Answer: A

Troy's Response: B

Survey Responses

TROY
MICHIGAN

PLAN TROY 2040

500 West Big Beaver
Troy, MI 48084
troymi.gov

I-06

CITY COUNCIL AGENDA ITEM

Date: January 23, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Kurt Bovensiep, Public Works Director

Subject: Michigan Department of Transportation Maintenance Agreement for I-75 and Big Beaver Landscape Improvements (Introduced by: Kurt Bovensiep, Public Works Director)

History

Michigan law (PA 197 of 1975) provides local governments with a unique tool to encourage the revitalization of downtowns and business districts. A Downtown Development Authority or DDA may be established by a city, village, or township to capture a portion of taxes generated within the identified business district. Those funds may then be used to construct or improve streets, plazas, pedestrian malls, bridges, parks, parking facilities, recreational facilities, and utilities.

The Troy Downtown Development Authority (DDA) was established in the City of Troy in 1993 to engage in long-range planning for the downtown area. Several improvements to the 3.5-mile-long corridor have been successfully accomplished since its creation, which include the construction of the Somerset North Parking Deck, the Troy Community Center, widening of Big Beaver, various infrastructure improvements, and upgraded street lighting and landscaping.

In January of 2022 the Troy Downtown Development Authority approved a contract with OHM Advisors to begin efforts to redesign landscaping in the district. The process began by studying the necessary improvements to the Troy Downtown Development Authority District, specifically to publicly owned property, in efforts to improve placemaking, beautification, enhanced mobility and connectivity, and the associated components.

The final conceptual design and theme provided by OHM Advisors was presented to the Troy Downtown Development Authority Board for discussion on September 26, 2022. The discussion provided consensus to move forward with the official adoption of the conceptual design at the October 19, 2022 regularly scheduled meeting.

On October 19, 2022, the Troy Downtown Development Authority approved a contract with OHM Advisors to complete preliminary design and engineering, final design and engineering, and bidding assistance.

In May, 2023, the project was released for proposals. Two proposals were received and both were significantly over budget. Both the City of Troy and OHM Advisors reached out to both vendors and perspective vendors that did not submit a proposal to determine why there was a limited number of

submitted proposals and why the cost was substantially higher than the cost estimates. Project timing and completion schedule was identified as the main reason for the limited number of submitted proposals. In response, the City of Troy and OHM Advisors worked to eliminate some of the features that were least impactful to the project with higher costs. A new proposal package was released in October of 2023 that reflected these changes.

On October 16, 2023, the City of Troy released an opportunity for interested vendors to submit a Request for Qualifications and Proposal to construct the landscaping improvements within the DDA at I-75 and Big Beaver. Five (5) proposal responses were received. Proposals were evaluated by City Management and the DDA Chair on qualifying conditions such as experience, staff credentials, knowledge, project approach, and positive references. Three consultants meeting all the necessary qualifications were then evaluated through an interview/presentation process and finally evaluated based on cost proposals. Warren Contractors & Development, Inc., of Shelby Township, MI, scored the highest.

OHM Advisors, of Livonia, MI, has successfully completed the second phase of the landscape redesign. In the Design Phase, OHM held steering committee meetings every three weeks, engaged in focus area designs, provided coordination of a full corridor plan, developed a maintenance strategy, developed opinions of probable costs, developed project phases, coordinated with other public agencies, finalized a design package, and performed a video flyover of the corridor. Since OHM Advisors is most familiar with the project, the firm has been designated as the most qualified for the construction administration of the project.

The Troy Downtown Development Authority and the Troy City Council approved the 2024 Budget that includes $3 million for construction and approved $1 million in the 2025 budget as part of the three-year budget.

On January 17, 2024, The Troy Downtown Development Authority Board approved a contract award for the I-75/Big Beaver landscape improvements to Warren Contractors & Development, Inc., of Shelby Township, MI, for an amount not to exceed $3,467,058.02 with and additional contingency amount of $150,000 but not to exceed budgetary limitations. The board also approved a contract with *OHM Advisors, of Livonia, MI*, for Construction Administration, Construction Observation, Construction Layout, and Field Testing for an estimated total cost of $375,500 but not to exceed budgetary limitations.

The areas of improvement are highlighted in the attached map and conceptual design images. Since these areas of improvement are within the Michigan Department of Transportation (MDOT) Rights-of-Way (ROW) a maintenance agreement is required to ensure the City of Troy, rather than MDOT, remains responsible for the enhancements. Because the DDA expires and does not have a certain renewal, MDOT requires the City of Troy be responsible for the enhancements and not the DDA.

Recommendation

City Administration recommends approving the Maintenance Agreement with the Michigan Department of Transportation, which will require the City of Troy be responsible for the maintenance of the enhancements installed by the Troy Downtown Development Authority.

Legal Review

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

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA

Control Section	63174
Permit Reference Number	92804
Contract	23-5270

THIS Contract 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 "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of construction improvements installed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of landscaping, stone embankment walls, brick paver, decorative lighting, and irrigation system within the trunkline roadway limited access right-of-way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

> Landscaping, stone embankment wall, brick paver, decorative lighting, and irrigation system installation work located within the diverging diamond interchange of Highway I-75 and Big Beaver Road, including sidewalk construction, seeding, tree and plant installation, and mulch installation work; together with necessary related work, located within the corporate limits of the AGENCY; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT 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 AGENCY will construct the PROJECT at no cost to the DEPARTMENT.

2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 92804.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the Oakland Transportation Service Center.

A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW.

B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.

C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

D. The AGENCY agrees to perform, or cause to be performed, at no cost to the DEPARTMENT, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with the DEPARTMENT'S Standard Specifications for

Construction. The AGENCY shall maintain all plantings following completion of said period of establishment.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

13. 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 AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, 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

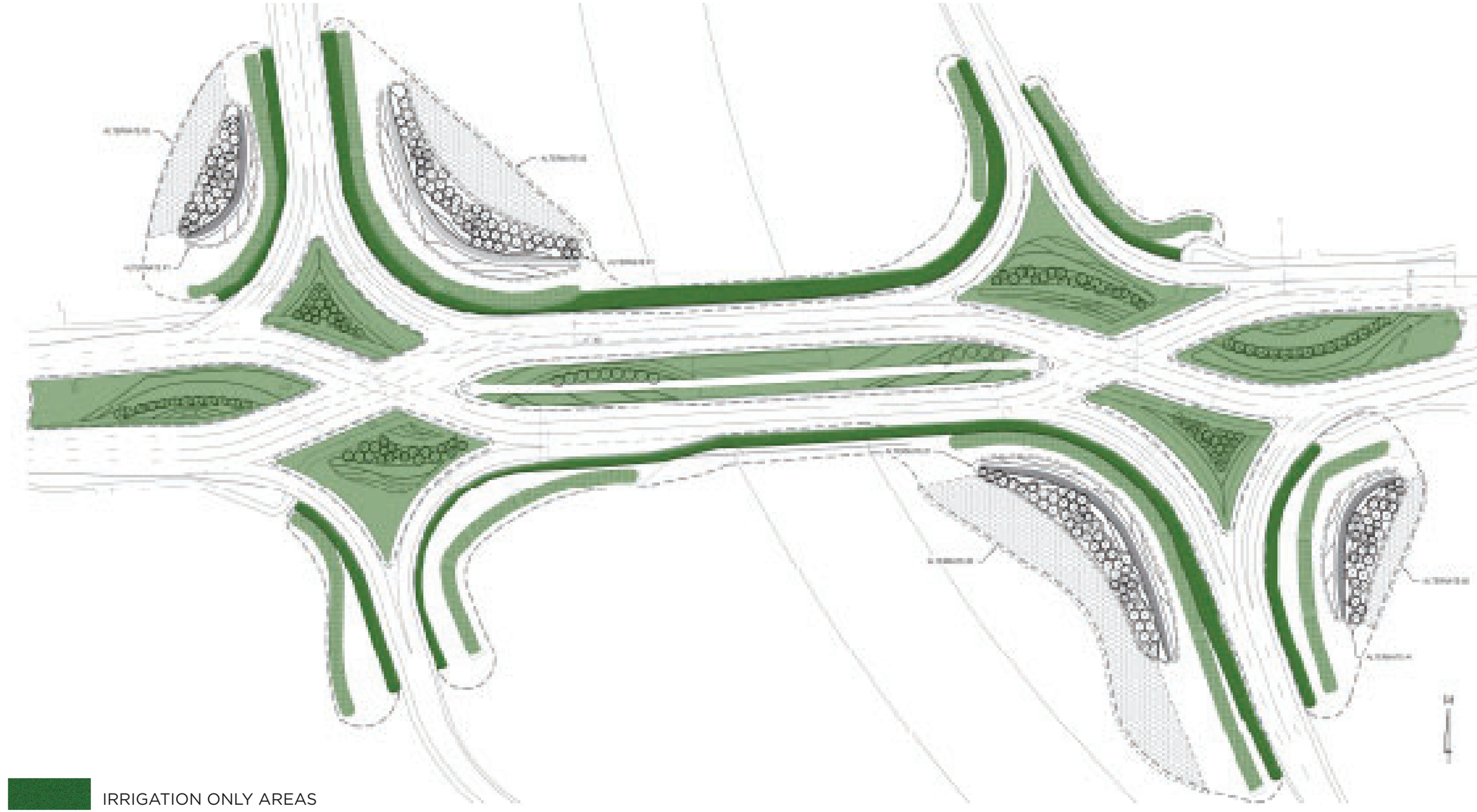
By_____
Title:

By_____
Title

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED
By Larry Doyle at 8:03 am, 5/22/23



IRRIGATION ONLY AREAS

FULL SCOPE AREAS

STONE MATERIALS | CHARACTER IMAGES

TROY DDI BIG BEAVER STREETSCAPE | TROY, MICHIGAN

JANUARY 2024

OHM Advancing Communities

DDI Design

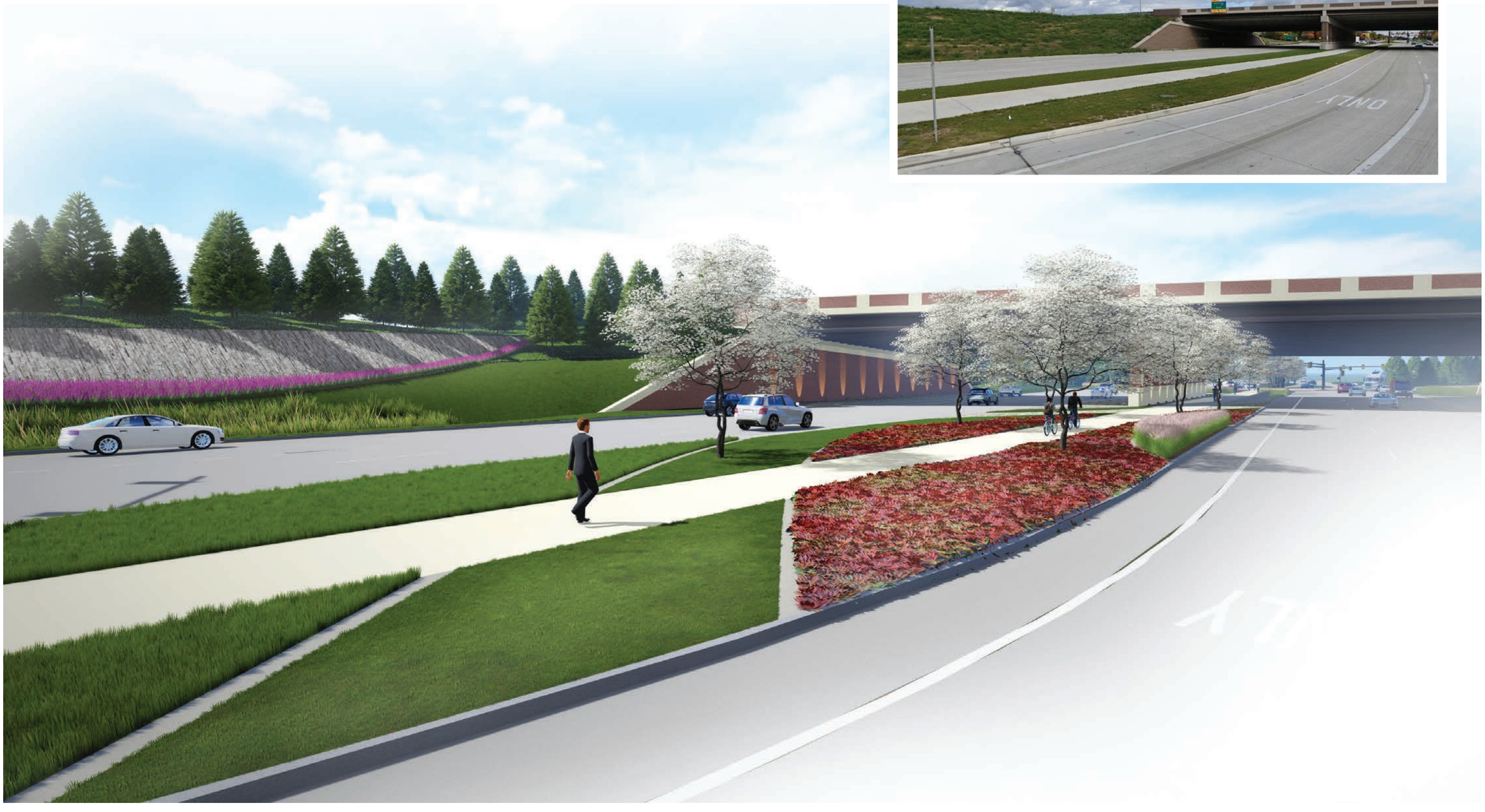
Inbound Perspective

DDI Design

East Big Beaver Perspective

DDI Design

Median Perspective



DDI Design

East Big Beaver Plan

DDI Design

Underpass Rendering

500 West Big Beaver
Troy, MI 48084
troymi.gov

I-07

COUNCIL AGENDA ITEM

Date: January 25, 2024

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Additional 2024 City Council Meetings

The City Council adopted its calendar year 2024 regular meeting schedule on November 20, 2023. That schedule also includes special meetings on Monday, April 15 and Wednesday, April 17, 2024 for presentation of the proposed fiscal year 2024-2025 budget in accordance with City Charter Section 8.2. At the January 8, 2024 City Council meeting, additional special meetings were added for January 29, March 4, and April 8 (City Council Orientation) and March 13 (City Manager Recruitment). City Administration is now requesting additional special meetings as follows.

City Attorney Personnel Evaluation: The City Attorney and City Manager employment agreements approved on May 18, 2020 (Resolution #2020-05-072) mandate annual employment reviews, and include a timeline for the annual performance review process, which begins in February. According to this contractual timeline, a meeting to conduct a Personnel Evaluation shall be on or around April 1, 2024. Gov HR (recently acquired by MGT of America Consulting) has a contract to assist with this process, and this is the last year of that contract. Since City Manager Mark Miller is retiring in May 2024, City Management contacted Gov HR/ MGT, and there is agreement to reduce the contractual amount by half for this year, since only one evaluation will be conducted. Jaymes Vettraino from Gov HR is available to meet during the week of April 1, 2024 for the City Attorney performance evaluation, which I request be held in closed session, as allowed under the contract. Monday, April 1, 2024 is a Monday night, and there is not a regular City Council meeting scheduled. This is the first day back after the Troy School District Spring Break, and is recommended as the date for this meeting. A proposed resolution is included in the agenda packet for your consideration. If City Council members are not available on the Monday night, then alternative dates can be proposed around that time frame, but there are several other meetings already scheduled to work around.

City Manager Interviews: As part of the City Manager Search, Council needs to schedule a meeting for City Manager interviews. Jaymes Vettraino is assisting with this process, and reports that the interviews are likely to take several hours, depending on the number of candidates selected by City Council. As a result, City Administration recommends scheduling a Special Meeting for Saturday, April 6, 2024 starting at 9 am in the City Council Board Room.

In past Troy City Manager searches, there was only one set of interviews before deciding on a City Manager, so only one interview date is proposed at this time. If City Council wants second interviews for a narrowed candidate pool, then it can schedule a special meeting as part of the March 18, 2024 Regular City Council meeting for this purpose. The March 18 meeting is after Council's initial review of candidates in closed session. In the interim, City Administration requests that City Council members be aware that an additional meeting may need to be scheduled for April 2024.

500 West Big Beaver
Troy, MI 48084
troymi.gov

I-08

CITY COUNCIL AGENDA ITEM

Date: January 15, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Dumas, Library Director
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 4 – Oakland County Cooperative Purchasing Contract – Air Handling Unit Repair, Louver Replacement, and Temporary Area Heating for Mold Remediation, Troy Public Library (Introduced by Phillip Kwik, Assistant Library Director)

History

In early September, the Library's staff noticed humid conditions and a musty odor in the Youth staff area in the south wing of the building. The Library contracted with Testing Engineers & Consultants (TEC) to do an assessment of the air quality in the area.

On September 21, TEC issued its report which said that the Air Handling Unit (AHU) which services the south wing of the building had been damaged from water infiltration at the outside air intake. Mold growth was observed on several internal surfaces in the cold deck side of the unit, and fiberglass insulation was damaged. Fortunately, airborne mold spore concentration was low throughout the area, and the air quality remained at acceptable levels.

On October 3, the Library contracted with TEC to do further investigation of the AHU. This investigation included visual and robotic video inspection. This was completed on October 20 and November 2. This investigation recommended that the outdoor air duct and the lined supply air duct be removed in their entirety, as there is not enough space to apply any exterior insulation. In addition, it recommended that the existing air intake louvers be removed and replaced with an intake that is above ground level.

Purchasing

Pricing to provide the labor, materials, and equipment for the Troy Public Library Air Handling Unit Repair and Louver Replacement has been secured from *Limbach, of Pontiac, MI* through the Oakland County Extended Purchasing Contract #009746 for an estimated amount of $168,839 (plus 15%

contingency). Pricing to temporarily heat the south wing of the Library – in lieu of closing the Youth area for the expected six week duration of this project – has also been secured from *Limbach, of Pontiac, MI* through the Oakland County Extended Purchasing Contract #009746 for an estimated amount of $55,000 (plus 15% contingency). Both prices are detailed in the attached proposal dated January 3, 2024. City Council authorized participation in the Cooperative Purchasing Program on November 20, 2023 (Resolution #2023-11-166-J-6).

In addition, the Library wishes to expend Capital Funds for additional space heaters for the staff offices in the south wing for an estimated cost of $2,000 (plus 15% contingency). To be purchased following standard purchasing procedures by obtaining informal comparative quotes.

The total cost of this project is $225,839, plus a 15% contingency, for an estimated total cost of $259,715.

Financial

Funds for this project have not been budgeted in the Library's FY2024 budget. This project will require a budget amendment of $259,715 from the Library Fund balance to the Library's Buildings and Improvements Capital Fund account 401.790.975.900 to cover the cost.

Recommendation

City Management recommends:

- waiving the bid process and awarding a contract to *Limbach, of Pontiac, MI,* for the Troy Public Library Air Handling Unit Repair and Louver Replacement for an estimated amount of $168,839, plus 15% contingency, as per the Oakland County Cooperative Purchasing Contract #00009746;

- waiving the bid process and awarding a contract to *Limbach, of Pontiac, MI,* for the temporary heating of the south wing of the Troy Public Library during the mold remediation, for an estimated amount of $55,000, plus 15% contingency, as per the Oakland County Cooperative Purchasing Contract #00009746; and

- authorizing the Library to expend capital funds in the amount of $2,000, plus 15% contingency, for additional office heating units.

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library Capital Fund account 401.790.975.900 in the amount of $259,715.

Proposal #: JK091223B

City Of Troy-Library
510 W Big Beaver Rd.
Troy, MI. 48084

January 3, 2024

Project: Remove and Replace Outdoor Air Intake Duct and Supply Duct

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

1. All work is to be performed during normal working hours
2. Lock Out Tag Out to ensure a safe work environment at all times
3. Remove existing lined(saturated) ductwork.
    a. Supply air of 7 zones from unit to main connections(roughly 4 fittings per zone)
    b. Outdoor air plenum
    c. Outdoor air ductwork from plenum to Air Handling Unit
4. Installation of new unlined single wall galvanized ductwork with smaller dimensioned single wall ductwork to accommodate exterior insulation
5. Exterior Insulation of new ductwork
6. Disconnect existing controls dampers to accommodate work
7. Necessary hoisting and rigging to accomplish work
8. Temperature Control connections as needed
9. Revise fan speed to minimize condensate drift
10. Deliveries
11. Test, Check & Start for proper operations

Qualifications

1. Pricing per Oakland County Contract 009746
2. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
3. Owner to facilitate adequate access to the building during the installation. Full coordination with Troy Library Personnel will occur prior to accessing.
4. Relocation of city property in area of work will be by the owner(books, shelves, storage, items, and ceiling removal)
5. All work to be performed using Union personnel.
6. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.

7. **This proposal is valid for seven (7) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.**
8. **Any and all lead times are estimates and are subject to change due to supply chain and/or shipping delays.**

Exclusions: *(Other than stated in the above scope of work)*

1. Ceiling Grid removal or replacement
2. Relocation of stored items in area of work
3. Dumpsters
4. Replacement of any duct outside of described work scope above
5. Ductwork Cleaning
6. Air Balancing
7. Engineering or drawings for permit
8. Extensive removal or relocation of conflicting services, utilities, lights, or sprinklers.
9. Other repairs needed that are found on the existing system during the installation.
10. Temporary utilities or HVAC.
11. **Life safety certification**

Total for the above scope of work - $135,653.00

Hood Option -Remove existing louver and add stainless steel exterior "snorkel" outdoor air intake in order to draw air from above the damp basement entrance

Please Add to above price- $33,186.00

Temporary Heat Option –To Provide temporary heating during the shutdown of the AHU to replaced ductwork(above scope)(See temp heat Plans):

Inclusions:

- **Proposal base on 6 week duration**
- **Gas Fired IDF Heater(Main Library Area)**
- **Electric P1800 Heater Back Office Area entry**
- **Temporary Gas Hose and Electric Leads**
- **Delivery and Pick Up**
- **Installation and Demolition**
- **Temporary equipment start up and service allowance**
- **Temporary Panel**
- **Electrical Subcontractor Allowance**
- **Carpentry Subcontractor Allowance**
- **Ductwork Distribution as shown on plan**
- **Single Point duct distribution in Main Library**
  - **ADD to below NTE price: $7,000.00 to provide Ductwork Distribution System in lieu of single point (recommended)**

Exclusions:

- **Individual Office Heaters(110V 20 Amp)**
- **Mechanical Insulation**
- **Temporary Heating utility consumption**

Please Add to above price(not to exceed)- $48,000.00

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Respectfully submitted,

Jason Kopczyk

Jason Kopczyk
Special Projects Manager
(248) 410-6682
Jason.Kopczyk@limbachinc.com

Approved by:

_____ _____
Signature Date

_____
Print Name

PROJECT AGREEMENT TERMS AND CONDITIONS **pg. 1 of 2**

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5.. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS **pg. 2 of 2**

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner form any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

500 West Big Beaver
Troy, MI 48084
troymi.gov

I-09

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Community Development Director
Salim Huerta, Building Official

Subject: Purchase Agreement Amendment - Sarah Ames, LLC: Administration of Certificates of Occupancy and Related Tasks - Building Department

Background

Section 111.1 of the 2015 Michigan Building Code requires that "a building or structure shall not be used or occupied, and a change in the existing occupancy classification of a building or structure or portion thereof shall not be made until a certificate of occupancy has been issued in accordance with the act". The Building Department recognizes the importance of enforcing this provision from the standpoint of life safety.

Troy City Council approved the attached contract with independent contractor Sarah Ames on July 10, 2023. This was a new initiative to bring the Building Department into compliance with the certificate of occupancy requirement. The program was more successful than expected and Sarah exhausted the contract amount in six months' time. The Building Department wishes to continue the program.

This program generates inspections when necessary and achieves the intended goals of improving life safety. An amendment to the Agreement is required in order to allow Sarah Ames to continue this work.

The success of this contract has demonstrated the need to create a full-time position to provide this service. The Building Official will seek to create a full-time position to fulfill this task during the Budget process.

Recommendation

The original approved contract amount was $20,000. City Management recommends that City Council double the amount and authorize expenditures up to $40,000 dollars per year. This is reflected in an amended Schedule A.

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. Original contract
2. Amended Schedule A

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Service Agreement

This Service Agreement (the "Agreement") is made and entered into as of 7/10/2023 (the "Effective Date"), by and between the City of Troy, MI (City of Troy) located at 500 W. Big Beaver Rd, Troy, MI 48084 and Sarah Ames, LLC (the "Service Provider") located at 120 S. 5th Avenue, Winterset, IA 50273.

WHEREAS, the City of Troy is engaged in the business of managing building codes, and thus providing Certificates of Occupancy permits and all associated tasks, including but not limited to tracking occupancy permits, communicating with owners, scheduling inspectors to inspect buildings, and verifying certificates of occupancy.

WHEREAS, the Service Provider independently engaged in the business of consulting, thus providing Certificate of Occupancy permits and other associated tasks.

WHEREAS, the City of Troy desires to hire the Service Provider to perform those services as described herein this Service Agreement, and as such, the Service Provider does herein desire to provide such services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises established and set forth herein, the City of Troy and Service Provider hereby acknowledge and agree as follows:

SERVICE PROVIDER DUTIES & RESPONSIBILITIES

Services:

It shall be agreed upon, that during the term of this Agreement the Service Provider shall provide the services ("Services") that are described within the attached exhibit ("Schedule") and on any such additional consecutively numbered supplementary schedules, as which may be executed at any time by both parties to this Agreement. Each attached or subsequently attached Schedule shall contain a description of the deliverables required to be provided by the Service Provider (collectively "Deliverables"). Included in the Schedule includes Service Provider fees and payment schedule. All services will be completed in accordance with the workload and objectives defined by the City of Troy and led by the Building Official. The Service Provider will supply a biweekly report for the City of Troy stating the hours worked and the deliverables that have been met. The Service Provider will meet weekly with the Building Official to discuss workload and objectives.

Service Provider's Control Over Services Provided:

The Service Provider shall retain the unqualified right of control over the means, manner and methods by which their Services are rendered and performed, and the right to perform those Services at the location(s) and time(s) that the Service Provider independently determines and sets forth. The Service Provider shall be responsible for providing all equipment, materials and supplies that the Service Provider determines shall be required to timely provide those Services which have been requested by the City of Troy. The Service Provider shall use City of Troy

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equipment, materials, and supplies if necessary or required by the City of Troy for security or other purposes.

Compliance with Applicable Law:
The Service Provider shall be responsible for complying with any and all applicable federal, state and local laws, rules, ordinances, regulations, and/or codes that pertain to the performance of the Services requested and provided. The Service Provider's failure to comply with the responsibilities and duties described in this Paragraph shall constitute a material breach of the Agreement.

Insurance:
The Service Provider agrees to secure and maintain, at the Service Providers sole cost and expense, Workers' Compensation Coverage where required by law and General Liability Insurance, as required by the City of Troy.

All insurance policies must be approved as to form and amount by the City and copies of certificates of insurance furnished to the City. All policies, except workmen's compensation, must name the City as an additional insured.

Permits and Licenses:
The Service Provider shall be responsible for acquiring and maintaining, during the term of this Agreement, any and all permits, licenses and authorizations, if applicable, required to conduct the Service Provider's business and to perform the Services requested. The Service Provider's failure to comply with the responsibilities and duties herein described in the Paragraph shall constitute a material breach of this Agreement.

Taxes:
The Service Provider shall be solely responsible for filing all tax returns, tax declarations and tax schedules, and for the payment of all taxes required when due, with respect to any and all compensation earned by the Service Provider as set forth in accordance to this Agreement. The Service Provider's failure to comply with the duties described herein this Paragraph shall constitute a material breach of this Agreement.

Workers Compensation Insurance:
The Service Provider shall comply with the applicable worker's compensations laws, and shall provide to the City of Troy a certificate verifying worker's compensation if required by law.

DUTIES IMPOSED ON THE City of Troy

Fees:
The Service Provider's entire compensation for the performance of the Services provided hereunder shall be set forth in specific detail contained within the Schedule that corresponds to the specific Services provided and shall be payable solely by the City of Troy. As a material term of the compensation arrangement agreed to by these parties, the Service Provider agrees that

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the fees described in the Schedule represents the entire compensation to which the Service Provider shall be entitled for performing the corresponding Services, and that the Service Provider is not eligible for any additional compensation in the form of cash or in the form of employee benefits under any plans or programs maintained by the City of Troy or its clients, including, but not limited to, any bonus, paid time off, health, pension and incentive compensation (collectively, "Benefit Plans"). If for any reason the Service Provider is deemed to be a common-law employee of the City of Troy by any governmental agency, court or other entity, the Service Provider hereby waives any right to, and agrees to neither seek nor accept any benefits under the Benefit Plans, even if the terms thereof the Service Provider would be eligible to receive such benefits. An hourly rate of $40.00 to the Service Provider for 20 hours a week, unless otherwise necessary, for work done by the Service Provider not to exceed $20,000 annually. All work is to be completed during the City of Troy's hours of operations, 8:00AM-4:30PM Monday through Friday.

Form 1099 Compliance:
The City of Troy shall report the amounts it pays the Service Provider on IRS Form 1099, to the extent so required under the Internal Revenue Code.

No Reimbursements:
The Service Provider shall not be entitled to any reimbursement by the City of Troy for any cost or expense outside of what has been originally agreed upon for compensation to the Service Provider from the City of Troy and set forth in the herein attached Schedule.

INDEPENDENT CONTRACTOR RELATIONSHIP

For all intent and purposes, including, but not limited to the Federal Insurance Contributions Act ("FICA"). The Self Employment Contributions Act ('SECA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA*), the Internal Revenue Code and any and all other federal, state and local laws, rules and regulations, each party hereto, including its officers, agents and employees, shall be at all times an independent contractor relative to the other party. Nothing in this Agreement shall be construed to make or render either party, including any of its officers, agents or employees, an agent, servant or employee of, or a joint venture of or with the other.

OWNERSHIP AND ASSIGNMENT OF WORK PRODUCT

The Service Provider does herein agree that any and all Work Product will be the exclusive property of the City of Troy, and in consideration of the Agreement, without further compensation, hereby assigns, and agrees to assign to the City of Troy all right, titles, and interest to all Work Products that:

(a) Relates to
    (i) All or any aspect of the City of Troy's actual or anticipated business, research, and development or existing or future products or services, or

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(ii) An actual or demonstrably anticipated research or development project of the City of Troy;

(b) Is conceived, created, or reduced to practice, developed, or made entirely or in any part;

(i) During which time services are provided or on City of Troy time, or using any equipment, supplies, facilities, assets, materials, information including confidential information or resources of any of the City of Troy's intellectual property rights.

(c) Results from any work performed by the Service Provider for the City of Troy. Any creative works, enhancements, know-how, product, formulation, concept, or idea that the Service Provider has within one year following the cessation or termination of the Service Provider with the City of Troy shall be deemed to be the Work Product owned by the City of Troy under this section unless otherwise proven by the Service Provider to have been outside of each criteria specified above in this section.

CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE:

Within or after the services period, the Service Provider shall at no time divulge, release, or remove for his/her use or that of any other individual or City of Troy, any documentation, information, or knowledge pertaining to the operation or business of the City of Troy or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of their employment with the City of Troy, subsidiaries or affiliates. Furthermore, the City of Troy and the Service Provider agree as follows:

(a) Confidential Information shall include, but is not limited to, all non-public information, written or oral, whether disclosed directly or indirectly, through any means of communication or observation by the City of Troy or any of its affiliates or representatives to or for the benefit of the Service Provider.

(b) Confidential information excludes that which is public knowledge.

(c) Service Provider shall not copy or modify any Confidential Information without prior written consent of the City of Troy.

(d) The Service Provider shall, upon termination of this Agreement, (whether voluntary or involuntary), or upon request of the Service Recipient, immediately return to the City of Troy any and all property in their possession or that which may be under their control or care, including but not limited any proprietary information, customer names and lists, trade secrets, intellectual property, written documents, plans, recordings, software, accounting or financial information and/or any other materials of a confidential nature.

Unauthorized Disclosure:

Should the Service Provider, during, or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Service Provider shall be deemed in violation of this Agreement, and the City of Troy at that time shall be entitled to obtain an

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injunction to restrain the Service Provider from disclosing or further disclosing, in whole or in part, Confidential Information. The City of Troy shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the Service Provider during or after termination of their services.

TERMS AND TERMINATION

The terms of the herein contained Agreement shall commence on the previously established effective date. This contract shall terminate on July 1, 2025, which may be renewed for an additional 1 year period based upon mutual consent of both parties within 60 days of contract expiration. Either party upon provision of 90 days written notice may cancel the contract. If neither party takes action after 30 work days from when the contract is scheduled to terminate, the contract will automatically renew for another year.

Breach Cause for Termination:

This Agreement may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Agreement or within the applicable Schedule provided to the Service Provider by the City of Troy

Return of City of Troy Property:

At the end of the Service Providers contract or upon termination of their services, whether voluntary or involuntary, said Service Provider shall immediately return to the City of Troy any and all City of Troy property including. but not limited to, the following:

(a) Connection to City of Troy software systems; and any

(b) City of Troy related documents and/or materials.

The City of Troy shall reserve the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages, incurred as a result of the Service Providers failure to return City of Troy property after termination.

INDEMNIFICATION

Both parties shall guarantee, guard against and hold harmless the other party, any current or former employees, shareholders, partners or any ownership interest and agents from and/or against any alleged claim, including, but not limited to third-party claims, demands, loss, damages and or expense, including any legal or attorney fees that may be in relation to:

(a) any negligence, recklessness or any willful misconduct of the indemnifying party or any other party under the direction or control of the indemnifying party;

(b) any material breach of this Agreement by the indemnifying party; or

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(c) any damage, loss or destruction relating to any property of the indemnifying party or their client or clients, injury or death to any individuals that may result from the actions or inactions of any employee, agent or subcontractor of the indemnifying party as such damage may arise out of or is in the course of fulfilling their obligations under and with relation to this Agreement, and to the extent that such damage may be due to any negligence, unlawful conduct, omission or default of the indemnifying party, their employees, agents or subcontractors.

GENERAL

Work Product:
The Service Provider herein acknowledges and agrees that all work of authorship performed for the City of Troy shall be subject to the City of Troy's direction and control and that such work constitute Work for Hire Work Product pursuant to United States Code Title 17
Chapter 2 Sections 201 & 202 Ownership of Copyright & Material.

Nonrestrictive Relationship:
The herein named parties relationship shall be considered nonrestrictive and the Service Provider shall have the right to perform services for others during the term of this Agreement that would include any services that may be similar to those which are or may be supplied by the Service Provider.

Exemption:
Neither party named herein, shall be held liable for or believed to be in breach of this Agreement by way of any delay, or failure to perform as necessitated by this Agreement as a consequence of any cause or condition that may be beyond either party's reasonable control and of which either party may be unable to overcome by the use or exercise of reasonable diligence.

Notice:
Both parties, when required, shall provide written notice or communication by:
1) email
2) personal delivery,
2) facsimile,
3) overnight carrier, or
4) a written notice mailed by certified mail, return receipt requested, provided that such notice is addressed to the parties at the addresses set forth below:

(1) City of Troy;
500 W. Big Beaver,
Troy, MI 48084
(2) Service Provider;
120 S. 5th Avenue,
Winterset, IA 50273

No Relinquishment:

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Any waiver or relinquishment for any breach of any term, condition or provision hereof and shall not be deemed to be a waiver of any other breach of the same or any other provision.

Full and Complete Agreement:
This Agreement has set forth the full and complete agreement and shall supersede any and all prior agreements between the parties concerning all aspects of the subject matter herein contained. The Agreement may not and shall not be amended except by way of a written instrument that must be signed by both parties named hereto.

Delegation:
The herein contained Agreement may not and shall not be assigned by the Service Provider without first providing prior written consent of the City of Troy. The City of Troy, however, may assign, delegate or make transfer of the Agreement to another entity that controls, is controlled by or that is under common control with, the City of Troy now or in the future, or which may succeed to its business through a sale, merger or other corporate transactions. However, all rights and obligations shall be assumed by the assignee, transferee, or successor without modification.

Formation, Severability, Endurance:
in any event that any provision of this Agreement conflicts with the law pursuant to which this Agreement is to be construed or if any other provision is held to be invalid by a court within the jurisdiction over the parties to this Agreement, and
(it) that any such provision shall be deemed to be restated to reflect. as nearly as possible, the original intentions of the parties in accordance with applicable law, and
(iv) in the remaining terms of this Agreement shall remain in full force and effect.
All provisions of this Agreement, which by their nature should reasonably survive the termination of this Agreement, and shall survive the termination of this Agreement.

Counterparts:
This Agreement may be and shall be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

ARBITRATION AND DISPUTE RESOLUTION

The herein contained Agreement shall be governed by, construed and enforced pursuant with the laws of the State of, without giving any effect to any conflicts of law provisions. Any and all disputes between the City of Troy, and including but not limited to its affiliates, shareholders, directors, officers, employees, agents, successors, attorneys and assigns, and the Service Provider, including their affiliates, shareholders, directors, officers, employees, agents, successors, attorneys and/or assigns, relating in any manner whatsoever to this Agreement ("Arbitral Claims"), and shall be resolved by and through the use of arbitration. Arbitration of such claims shall be done in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended, and shall be conducted within the jurisdiction in which the City of Troy is located. The Federal Arbitration Act shall govern the interpretation and

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enforcement of this paragraph. The fees associated with the arbitrator shall be shared equally by both parties. The parties agree that this paragraph shall survive the termination of the Agreement.

IN WITNESS WHEREOF the parties hereto, each acting pursuant with due and proper authority. have executed this Agreement as of the aforementioned Effective Date.

CITY OF TROY

DocuSigned by:
Salim Huerta
6B6A9848F082421...

Rep. Name: Salim Huerta
Troy Building Official

SERVICE PROVIDER

DocuSigned by:
Sarah Ames
4722C84F80304CF...

Rep. Name: Sarah Ames

Amended Schedule

Deliverables:

The deliverables identified as needed by the Company for the Service Provider to complete include the following:

- Organizing and tracking Occupancy Permits
- Inform Technicians at City Hall to Cancel or Schedule Inspections
- Sending Letters to Owners regarding Occupancy Permit Requirements
- Phone calls with Owners regarding Occupancy Permit Requirements
- Verifying Certificates of Occupancy
- Virtual meetings with Building Department staff
- Phone calls with Building Department staff

This list is not exhaustive and the Deliverables section of the Schedule may be updated by the Company if there is needed modification to the deliverables completed by the Service Provider.

Fees:

An hourly rate of $40.00 to the Service Provider for 40 hours a week, unless otherwise necessary, for work done by the Service Provider not to exceed ~~$20,000~~ $40,000 annually. All work is to be completed during the City of Troy's hours of operations, 8:00AM-4:30PM Monday through Friday.

Payment schedule:

The Company shall pay the Service Provider within 30 days after the date of the invoice (Net 30).

J-02a

Mayor Baker performed the Invocation. The Pledge of Allegiance to the Flag was given and led by the Webloes Den from Pack 1705 from Hill Elementary School.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, January 8, 2024, 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
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Hirak Chanda
Mark Gunn - Absent
David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Resolution #2024-01-001
Moved by Baker
Seconded by Hodorek

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Gunn at the Regular City Council of January 8, 2024, due to being out of the County.

Yes: Baker, Brooks, Chamberlain-Creanga, Chanda, Hamilton, Hodorek
No: None
Absent: Gunn

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 No Public Hearings Requested

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

Linda Swanson	Commented in opposition to the Troy Corners development.

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

Mayor Baker replied that the development is on the Planning Commission agenda tomorrow night at 7:00 PM.

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 – Southeastern Michigan Council of Governments (SEMCOG)

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2024-01-002
Moved by Hodorek
Seconded by Brooks

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

Southeastern Michigan Council of Governments (SEMCOG)
Appointed by Council
1 Regular Member and 1 Alternate Member
Appointed Every Odd-Year Election

Nominations to the Southeastern Michigan Council of Governments (SEMCOG):

Term Expires: 11/2025	**Council Member Hamilton**	**Delegate**
Term Expires: 11/2025	**Council Member Chanda**	**Alternate**

Yes: Brooks, Chamberlain-Creanga, Chanda, Hamilton, Hodorek, Baker
No: None
Absent: Gunn

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – None

a) Mayoral Nominations:

Resolution #2024-01-003
Moved by Baker
Seconded by Hamilton

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

Global Troy Advisory Committee
Appointed by Mayor
12 Regular Members
3 Year Term

Nominations to the Global Troy Advisory Authority:

Term Expires: City Council Term Expiration	**Mayor Ethan Baker**	**Council Member**
	Term currently held by:	Mayor Ethan Baker

Local Development Finance Authority (LDFA)
Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: City Council Term exp 11/2027	**Mayor Ethan Baker**	**Alternate; Council Member**
	Term currently held by:	Mayor Ethan Baker

Yes: Chamberlain-Creanga, Chanda, Hamilton, Hodorek, Baker, Brooks
No: None
Absent: Gunn

MOTION CARRIED

b) City Council Nominations: None

I-3 No Closed Session Requested

I-4 2023-2024 City Council Rules of Procedure *(Introduced by: M. Aileen Dickson, City Clerk)*

Resolution #2024-01-004
Moved by Hamilton
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **ADOPTS** the Troy City Council Rules of Procedure, as amended, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Chanda, Hamilton, Hodorek, Baker, Brooks, Chamberlain-Creanga
No: None
Absent: Gunn

MOTION CARRIED

I-5 Request for Approval of Satellite Clerk's Office and Other Election Services – February 27, 2024 Presidential Primary Election *(Introduced by: M. Aileen Dickson, City Clerk)*

Resolution #2024-01-005
Moved by Hodorek
Seconded by Chanda

RESOLVED, That Troy City Council hereby **APPROVES** City Management's request to authorize additional times for the City Clerk's Office to issue and receive absent voter ballots, and/or register voters, as detailed below, pursuant to requirements of Michigan Election Law:

Troy City Clerk Satellite Office – Troy Community Center (3179 Livernois Rd.), Room 302
Saturday, February 17, 2024 – 8:30am-4:30pm
Sunday, February 18, 2024 – 8:30am-4:30pm
Saturday, February 24, 2024 – 8:30am-4:30pm
Sunday, February 25, 2024 – 8:30am-4:30pm

Pop-up Clerk's Office – Troy Public Library (510 W. Big Beaver Rd.), Meeting Room
Saturday, January 27, 2024 – 12:30-4:30pm

Yes: Hamilton, Hodorek, Baker, Brooks, Chamberlain-Creanga, Chanda
No: None
Absent: Gunn

MOTION CARRIED

I-6 2024 City Council Meeting Schedule *(Introduced by: Robert J. Bruner, Deputy City Manager)*

Resolution #2024-01-006
Moved by Baker
Seconded by Brooks

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

Monday, January 29, 2024	City Council Orientation
Monday, March 4, 2024	City Council Orientation
Monday, April 8, 2024	City Council Orientation
Wednesday, March 13, 2024	City Manager Recruitment

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

Yes: Hodorek, Baker, Brooks, Chamberlain-Creanga, Chanda, Hamilton
No: None
Absent: Gunn

MOTION CARRIED

I-7 Angela Blanchard v. City of Troy et. al. – Proposed Settlement Agreement *(Introduced by: Lori Grigg Bluhm, City Attorney)*

Resolution #2024-01-007
Moved by Hodorek
Seconded by Brooks

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney to execute a release and settlement agreement on behalf of the named Defendants in the matter of *Angela Blanchard v. City of Troy et. al.* (Oakland County Circuit Court, Case No. 2023-198760-NI).

Yes: Baker, Brooks, Chamberlain-Creanga, Chanda, Hamilton, Hodorek
No: None
Absent: Gunn

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2024-01-008-J-1a

Moved by Hamilton
Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: Brooks, Chamberlain-Creanga, Chanda, Hamilton, Hodorek, Baker
No: None
Absent: Gunn

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2024-01-008-J-2

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

a) City Council Minutes-Draft – December 11, 2023

J-3 Proposed City of Troy Proclamations:

Resolution #2024-01-008-J-3

a) Proclamation to Celebrate Troy High School Student Nikhil Mudaliar on Being Selected and Playing in the U15 USA Cricket 2023 National Championship

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 4: MiDeal Cooperative Purchasing Contract – City Assessor's Office Work Stations, Office Furniture Purchase, Installation and Disposal

Resolution #2024-01-008-J-4a

WHEREAS, The City Assessor's Office was last renovated prior to 2000; and,

WHEREAS, Fluctuating staffing levels over the years have required modifications to the existing workstations and are no longer functional;

WHEREAS, Funding for the project was budgeted for this fiscal year;

THEREFORE, BE IT RESOLVED, That in the best of interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract to purchase, install and dispose of office furniture for the City Assessor's Office to *ISCG, Inc. of Royal Oak, MI* for an estimated total amount of $44,013.20, plus a 5% contingency, as detailed in the proposal and as per the State of Michigan MiDEAL Cooperative Purchasing Contracts #22000000043 and

#071B7700074, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; and **AUTHORIZES** to expend budgeted Capital Funds for the disassemble/disposal of existing furniture for an estimated cost of $1,635.00.

b) Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2024 Michigan Municipal League Cap Con

Resolution #2024-01-008-J-4b

RESOLVED, That Troy City Council hereby **AUTHORIZES** City Council Member travel expenses for the Michigan Municipal League 2024 Cap Con, in accordance with accounting procedures of the City of Troy.

J-5 2024 Poverty Exemption Guidelines

Resolution #2024-01-008-J-5

WHEREAS, The adoption of guidelines for poverty exemptions is required of the City Council; and,

WHEREAS, The principal residence of persons, who the Assessor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 253 of 2020 (MCL 211.7u); and,

WHEREAS, Pursuant to PA 253 of 2020, the City of Troy, Oakland County adopts the following guidelines for the Board of Review to follow. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

To be eligible, a person shall do all the following on an annual basis:

1) Own and occupy the property as a principal residence.
2) File Form 5737 Application for MCL 211.7u Poverty Exemption with the Assessor/Board of Review, accompanied by federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons **residing in the principal residence** (disclosure of the income of an owner who is not residing in the principal residence is not required). Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, *Poverty Exemption Affidavit* may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.
3) Produce a valid driver's license or other form of identification, if requested.
4) Produce a deed, land contract, or other evidence of ownership of the property, if requested.
5) Meet the federal poverty income guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services **or** alternative guidelines adopted by the local assessing unit. The Alternative guidelines cannot provide income eligibility requirements less than the federal guidelines.

6) Meet the asset level test adopted by the local assessing unit.

Local units are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2024 assessments:

Size of Family Unit	Poverty Guidelines
1	$14,580
2	$19,720
3	$24,860
4	$30,000
5	$35,140
6	$40,280
7	$45,420
8	$50,560
For each additional person	$5,140

According to the United States Census Bureau "income" includes, but is not limited to:

- Money, wages, salaries before deductions, regular contributions from persons not living in the residence
- Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI)
- Alimony, child support, military family allotments
- Private and governmental retirement and disability pensions, regular insurance, annuity payments
- College or university scholarships, grants, fellowships, assistantships
- Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings

The Michigan homestead property tax credit **cannot** be considered as income for purposes of the poverty exemption.

Asset Test Guidelines

Used in the Determination of Poverty Exemptions for 2024

As required by PA 253 of 2020, all guidelines for poverty exemptions established by the governing body of the local assessing unit must include an asset level test. This asset test must clearly state the maximum value of all assets allowable to be eligible for the poverty exemption. This means that the guidelines must state a total dollar amount and the value of all assets cannot exceed the total dollar amount.

The purpose of an asset test is to determine the resources available: cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. The local unit asset test **cannot i**nclude the value of the principal residence.

The following asset test shall apply to all applications for poverty exemption:

- The applicant(s) shall not have assets exceeding the amount shown in the chart below based on the size of the family unit.
- The asset Guideline (test) shall exclude the value of the principal residence subject to the poverty exemption request and exclude the value of one automobile. If multiple automobiles are owned, then the least valuable automobile will be excluded from the asset guideline.
- The applicant(s) shall not have total assets (excluding the value of the principal residence subject to the exemption request and excluding the value of one automobile) more than the guidelines set below. Assets exceeding the amounts stated below will result in a denial of the poverty exemption.

Size of Family Unit	Asset Guidelines
1	$5,000
2	$10,000
3	$15,000
4	$20,000
5	$20,000
6	$20,000
7	$20,000
8	$20,000
For each additional person	N/A

All asset information, as requested in the Application for Poverty Exemption, must be completed in total. The Board of Review may request additional information and verification of assets, if the Board of Review determines it to be necessary and may deny an application if the assets are not properly identified.

The following is a list of assets that are included in the asset test:

- A second home, property, vacant land, vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV's
- Buildings other than the residence
- Jewelry, antiques, artworks
- Equipment, other personal property of value
- Bank accounts (over a specified amount), stocks
- Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property)
- Withdrawals of bank deposits and borrowed money
- Gifts, loans, lump-sum inheritances and one-time insurance payments
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms

- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches

NOW, THEREFORE, BE IT HEREBY RESOLVED, That the Board of Review **SHALL FOLLOW** the above stated policy, federal guidelines, and asset test in granting or denying an exemption. The Board of Review is not permitted to deviate from the adopted policy and guidelines.

J-6 Recommended Pay Ranges for Part-Time Classifications

Resolution #2024-01-008-J-6

WHEREAS, The Pay Ranges and Job Classifications for part-time employees was last revised January 2023; and,

WHEREAS, Competitive market forces, minimum wage laws and organizational changes require updates to job classifications and pay ranges in this plan;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the January 6, 2024 revisions to the Pay Ranges for Part-time Job Classifications.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

Abdualrahman Hamad	Commented encouraging Troy to support a resolution calling for a ceasefire in Gaza, and not supporting federal tax money going to the war
Mazhar Memon	Commented on how special Troy is because of our diversity, and encourages Troy to support a resolution calling for a ceasefire in Gaza, and not supporting federal tax money going to the war
Marvat Mukhales	Commented in support of a resolution calling for a ceasefire in Gaza, and not supporting federal tax money going to the war
Sana Chaker	Commented in support of a resolution calling for a ceasefire in Gaza, and not supporting federal tax money going to the war
Sarwat Siddiqui	Commented in support of a resolution calling for a ceasefire in Gaza, and not supporting federal tax money going to the war

Barb Yagley	Commented in support of peace in Gaza, and in our community, and against federal tax money going to support wars
Suraiya Essack-Varachia	Commented in support of a resolution calling for a ceasefire in Gaza
Saba Maroof	Commented in support of a resolution calling for a ceasefire in Gaza
Taalia Azharuddin	Commented in support of a resolution calling for a ceasefire in Gaza
Mohammad Badrul Islam	Commented in support of a resolution calling for a ceasefire in Gaza
Tameem Assaf	Commented in support of a resolution calling for a ceasefire in Gaza
Martin Marashi	Commented in support of a resolution calling for a ceasefire in Gaza

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

Council Member Hamilton	Thanked everyone who offered public comment this evening. Commented that this is a topic that he will be thinking about deeply and offered that he is available to speak with residents about this.
Mayor Pro Tem Hodorek	Responded that the reason that the City Council policy exists regarding proclamations is because of past experiences where City Council supported or opposed global issues, and in turn caused divisiveness. She said that she wants the community to come together, ask for peace, in multifaith togetherness. She said that City Council did come together in a multifaith gathering to support humanitarian efforts right after the war in Gaza began. She said she encourages residents from Troy to continue to talk to each other about this difficult topic, and encourages residents to make their voices heard at the federal level, where the decisions impacting this war are made. She said she and all of Council are following this issue, and will continue to do so.
Council Member Chamberlain-Creanga	Responded to the pain communicated by those who spoke today. She spoke about the Ukraine proclamation and supports standing in solidarity versus a foreign policy stance. She encouraged residents to host an interfaith prayer event to promote togetherness, prayer and hope during this time.
Mayor Baker	Responded that this City Council understands and cares for all Troy residents. He commended those who spoke and shared their passionate stories of their loved ones. He explained that a cease fire proclamation or resolution is

	against the rules of City Council and explained why the City Council rules were updated after the Ukraine proclamation; although, he understands that this does not help their situation.

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

a) Parks and Recreation Advisory Board-Final – April 27, 2023

Noted and Filed

O-2 Department Reports:

a) 2023 State Treasurer Reports for Local Development Finance Authority (LDFA) and Troy Downtown Development Authority (TDDA)

b) 2011 Early Retirement Incentive Program

Noted and Filed

O-3 Letters of Appreciation:

a) To Fire Station 6 from Troy People Concerned

b) To the City Attorney's Office from Ron Mac Kool

Noted and Filed

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

P. COUNCIL COMMENTS:

P-1 Council Comments

Council Member Hamilton	Wished everyone a Happy New Year.
Council member Chanda	Wished everyone a Happy New Year and looks forward to the work in 2024.
Council Member Chamberlain-Creanga	Wished everyone a Happy New Year. She spoke about her accident when she tripped on a city sidewalk. She reported the location of the gap or unlevel sidewalk and commented that it was marked and a temporary repair within hours. She said this incident brought light to the work they will do this year focusing on infrastructure needs when they analyze the budget.
Council Member Brooks	Wished everyone a Happy New Year. She spoke about MLK Jr. Day, and it's a time to reflect and give back to the community. She said the Troy School District will host the

	MLK Day of Service at 8:30 AM at Athens High School and she encouraged everyone to come out and do something good for the betterment of others.

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):

Rose Otto Cepel	Commented on the City of Troy cutting her pension due to errors in retirement funds calculations.

R. CLOSED SESSION

R-1 **No Closed Session**

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:54 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2024 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 15, 2024 ..... Special Budget Study Meeting
April 17, 2024 ..... Special Budget Study Meeting (as needed)

2024 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 8, 2024..... Regular Meeting
January 29, 2024..... Regular Meeting
February 5, 2024..... Regular Meeting
February 19, 2024..... Regular Meeting
March 4, 2024 ..... Regular Meeting
March 18, 2024 ..... Regular Meeting
April 8, 2024 ..... Regular Meeting
April 29, 2024 ..... Regular Meeting
May 13, 2024 ..... Regular Meeting
May 20, 2024 ..... Regular Meeting
June 10, 2024 ..... Regular Meeting
June 24, 2024 ..... Regular Meeting
July 8, 2024..... Regular Meeting
July 22, 2024..... Regular Meeting
August 12, 2024 ..... Regular Meeting
August 26, 2024 ..... Regular Meeting
September 16, 2024..... Regular Meeting
September 30, 2024..... Regular Meeting
October 14, 2024..... Regular Meeting
October 28, 2024..... Regular Meeting
November 11, 2024..... Regular Meeting
November 25, 2024..... Regular Meeting
December 9, 2024..... Regular Meeting
December 16, 2024..... Regular Meeting

500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04a

CITY COUNCIL AGENDA ITEM

Date: January 15, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Boulan Park Cricket Grounds Design and Engineering Services

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History

The surveys completed through the 2020-2024 Parks and Recreation plan indicates that there is a desire for a full-size Cricket field. However, the desire represents a smaller percentage when compared to other recreational opportunities such as paved and rustic walking paths, splash pad, and updated playground equipment. The City of Troy has made significant progress meeting these higher priority desires and is preparing to meet some desired amenities that was represented by a smaller respondent group.

The north-west area of Boulan Park was considered in the early 2000's to host a full-size Cricket field. Some of the major concerns with this area was the removal of a large historic Oak tree. Within the last couple of years, the Oak tree had declined and has been removed. Now that the Oak tree is not a concern, City Staff and the Cricket Community believe this is the best location to host a full-size Cricket field.

In partnership with State Rep. Sharon MacDonell, the City of Troy applied for a state grant to construct a full-size Cricket field. The application was successful and $900,000 was included in the State of Michigan's 2024 budget. City Staff has completed all the necessary requirements from the State of Michigan to begin receiving the grant funding.

City Staff has met with members of Troy's cricket community to better understand the desired requirements to make a cricket field the community will be proud of. The field in Mooresville, North Carolina was used several times as an example and staff plans to model the field from this location. It is anticipated that the field will be eligible for certification through the International Cricket Council making it the first certified field in the State of Michigan and able to host international tournaments.

Using the current contract with OHM Advisors, the firm proposes a Detailed Design that will include construction documents and bidding assistance. If approved, the design will be completed by end of March and bidding in April. Construction is anticipated to begin in Summer/Fall of 2024 and the field will be playable by Spring 2025.

Purchasing
The current contract for engineering and design services with OHM Advisors was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a fee for a Detail Design and bidding assistance for a total of $98,500.

Financial
Funds are budgeted in the Capital Fund- Parks Development with a total budget amount of $900,000 and an associated Project Number of 2024C0041. Expenditures will be charged to account number 401.770.771.974.055.

Recommendation
City Management recommends granting the authority to expend budgeted capital funds to *OHM Advisors, of Livonia, MI,* for the Detail Design and bidding assistance for a Cricket Field at Boulan Park for an estimated total cost of $98,500 but not to exceed budgetary limitations.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities℠

December 18, 2023

Mr. Kurt Bovensiep
City of Troy
Public Works Director
4693 Rochester Rd.
Troy, MI 48085

RE: Proposal for Professional Design Services
Boulan Park Cricket Grounds Design and Engineering Services

Dear Mr. Bovensiep:

Thank you for the opportunity to submit this proposal for the professional design services for design and engineering of Troy's Cricket Field. This letter presents our understanding of the project and proposed scope of services, time schedule, fee, and Standard Terms and Conditions.

PROJECT UNDERSTANDING

Through our initial discussions we have developed the following understanding of the project:

Project Overview

OHM Advisors understands the City of Troy is slated to receive a $900,000 grant to construction a cricket field in the NW corner of Boulan Park (refer to attached site exhibit). There has been interest in providing a cricket field within Troy since the early 2000's to meet the desires of the international community that calls Troy home. Morrisville, North Carolina hosts national tournaments and was provided as the design standard for design requirements and guidelines. The scope of improvements will include the following:

Site Preparation

There is an existing pavilion within the limits of construction, which will be moved by the City in advance of construction. The existing ground does get saturated following rain events and will require preparation and drainage improvements.

Field Improvements

The pitch will be constructed of astroturf with the remainder of the field being natural turf. Turf will be irrigated using a water main that exists within the park. The field will include team dugouts/seating, scoreboard and bleachers for spectators. It is assumed these will be pre-designed products and will not require custom design. Power service exists onsite with a transformer in place within the park, which will be used to power the scoreboard. The field will not be lit.

Additional Improvements

An existing gravel parking lot to the park's west will be improved to service the new field. It's assumed that the capacity of this lot will remain the same and will not require traffic study. A walking path will be designed to encircle the park, creating the border of the playing area. The path may be asphalt or concrete.

OHM Advisors understands the City desires to complete the design and engineering by April of 2024 to allow for a summer / Fall 2024 construction.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

SCOPE OF SERVICES

With this understanding, our proposed scope of services for this project are as follows:

Task 1: Preliminary Design

- Project Management
  - Project Kick-off meeting and site visit by design team – Review project scope, schedule and budget; investigate existing conditions.
  - Attend up to three meetings with City to share progress and gather feedback on field design.
- Site Assessment and Inventory
  - Topographic Survey - Topographic survey for area receiving new work (approx. 17 acres).
  - Geotechnical Investigation- Collection of soil borings to understand bearing capacity and infiltration rate of subgrade material. Includes 6 borings totaling 60' in depth with analysis report. Issuance of a geotechnical report with recommendations for pavement, foundation design and stormwater management.
  - Site Analysis – OHM Advisors will review the survey, Geotech report and on-site observations to generate an analysis of the site's conditions. This will be reviewed with the City.
- Design Development
  - Research best practices in cricket field design and construction. Review project precedent in Morrisville, North Carolina.
  - Develop initial layout of site improvements, referencing cricket field standards. Review with City and gather feedback. Refine site design to incorporate client feedback.
  - Prepare options for site equipment and furnishings, which may include team seating, team shelter, spectator seating, and scoreboard. Review options with City and refine selection accordingly.
  - Develop preliminary drawing package illustrating the scope of improvements and design decisions. Items not illustrated in drawings will be captured in narrative format. Set will be provided to City for review. OHM will receive comments and finalize drawing package accordingly.
  - OHM Advisors will develop an opinion of cost and provide with the final preliminary drawing package.

Deliverables:

- *Survey in PDF and CAD format*
- *Geotech Report*
- *Preliminary Drawings and Narrative at Draft and Final levels*
- *Opinion of Cost*

Task 2: Detailed Design

- Project Management
  - Attend a drawing set page turn to review the final design.
- Construction Documentation
  - Develop final construction drawings package. It is anticipated the drawing package will include:
    - Existing Conditions Plan
    - Soil Erosion and Sedimentation Control Plan
    - Removals Plan
    - Site Materials and Layout Plan
    - Site Grading Plan
    - Site Utilities Plan
    - Site Furnishings Plan
    - Site Details
    - Landscape Plan and Details
    - Irrigation Plan and Details
    - Electrical Plan and Details
  - Develop project manual, to include:
    - Front end documents, including procurement, contracting and general requirements. OHM will coordinate with City of Troy procurement to finalize documents.

        - Technical specifications
    - Provide owner with draft final construction drawings and project manual for review. Refine package from comments received and form any permitting agencies.
    - Finalize opinion of cost and provide with final construction documents package.
- Permitting
    - OHM will support the owner in acquiring the necessary permits and preparing the required documents. It is anticipated that permits will not be required from any parties other than the City of Troy.

Deliverables:

- *Final drawings and project manual at Draft and Final levels*
- *Opinion of Cost Update*

Task 3: Bidding Assistance

- Assist City in the construction bidding/contracting process including the development of advertisement, assisting in pre-bid meeting, and issuing pre-construction addenda.
- Respond to Request for Information (RFIs) in writing during the bidding process.
- Review received bids and provide recommendation of award to City of Troy.

Deliverables:

- *Recommendation of Award*

COMPENSATION

OHM Advisors will perform the outlined services above based on hourly basis, in accordance with our current contract with the City. The following are the estimated costs for the project:

Phase	Fee	Schedule	Invoice Type
Task 1 – Preliminary Design	$49,000	8 Weeks from KO Meeting	Lump Sum
Phase 2 – Final Design	$44,000	8 Weeks from Approved Preliminary Design	
Phase 3 – Bidding Assistance	$5,500	4 Weeks	
TOTAL	**$98,500**		

ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter.

Orchard, Hiltz, & McCliment, Inc.	**City of Troy**
CONSULTANT	OWNER
(Signature)	(Signature)
Christopher Ozog, AIA	
(Name)	(Name)
Senior Project Manager	
(Title)	(Title)
December 18, 2023	
(Date)	(Date)

Encl: Site Markup Exhibit
cc: Rhett Gronevelt | Principal, OHM Advisors

SITE MARKUP EXHIBIT

500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Dee Ann Irby, Controller
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications - Pulsar Chlorine Feeders and Tablets

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History

- The Troy Community Center and Troy Family Aquatic Center (TFAC) currently are using ACCUTAB Units and Tablets as their chlorine feeder and tablet option.
- Aquatic Source was the authorized dealer for this product and has recently switched to be an authorized dealer for the Pulsar product.
- The ACCUTAB Feeders have been used for several years and are reaching the need to be replaced.
- ACCUTAB will also no longer guarantee contract pricing for future purchases of the chlorine briquettes and the Pulsar product is cheaper.
- Switching to Pulsar Feeders and tablets will allow the City to get new feeders at no fee, with a two-year contract to purchase the Pulsar briquettes in 50# buckets at a guaranteed price.
- Approximate chlorine purchases per year are $10,000 at the Community Center and $15,000 at TFAC.
- Comparative pricing is detailed below:

	Pulsar	**ACCUTAB**
Cost	$3.04/lb	$3.20/lb
Unit Measure	50lb. Bucket	60lb. Bucket
Bucket Price	$152.00	$192.00

Purchasing

On January 18, 2024, a bid opening was conducted as required by City Charter and Code for the purchase, installation and two-year contract for chlorine tablets for Pulsar chlorination systems at the Troy Family Aquatic Center and Troy Community Center. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Two hundred twenty-five (225) vendors were notified via the MITN website; one (1) bid proposal was received. Below is a detailed summary of potential vendors:

Purchasing (continued)

Companies notified via MITN	225
Troy Companies notified via MITN	10
Troy Companies - Active email Notification	10
Troy Companies - Active Free	0
Companies that viewed the bid	10
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.

Aquatic Source, LLC. Of Brighton MI was the sole bidder meeting specifications. Aquatic Source has successfully provided services for the City of Troy.

Financial

Funds are budgeted and available in the Community Center Operating Budgets account number 101.756.755.740.010 and the Aquatic Center Operating Budgets account number 587.787.740.010 for the 2024 fiscal year and subsequent fiscal years for the duration of the contract. The Pulsar buckets will be purchased on an as needed basis.

Recommendation

City Management recommends awarding a contract for the Pulsar chlorination system installation and two-year maintenance and supply of Pulsar tablets at a unit price of $152.00 per 50# bucket, to sole bidder meeting specifications *Aquatic Source, LLC of Brighton, MI* for the pools at the Troy Family Aquatic Center and Troy Community Center, at unit prices contained in the attached bid tabulation, opened January 18, 2024, contract expiring January 31, 2026.

CITY OF TROY
BID TABULATION
PULSAR CHLORINATION SYSTEMS

VENDOR NAME:	Aquatic Source, LLC
CITY:	Brighton, MI
CHECK NUMBER:	2017335194
CHECK AMOUNT:	$1,500.00

PROPOSAL: City of Troy is seeking proposals for the removal, disposal and replacement of the existing (4) Four Accu-Tab Feeders. Pulsar Feeders will be the required replacement products.

Item	Quantity	Unit Price	Extended Price
Pulsar Precision High-Capacity Erosion Feed System (with compatible booster pumps as required)	3	$0.00	$0.00
Pulsar Precision 30 High Capacity Erosion Feed System (with compatible booster pumps as required)	1	$0.00	$0.00
Pulsar Plus Calcium Hypochlorite Briquettes (Estimated yearly quantity 8300 pounds)		$152.00 /per 50lb Bucket	$25,232.00
Removal and Disposal of existing (4) Four Accutab Feeders and boosters	1	$0.00	$0.00
GRAND TOTAL:		**$25,232.00**	

	Warranty:		2 Years
	Authorized Dealer:	Y or N	Y
Contact Information:	Hours of Operation:		8:00-4:00 M-F
	Contact Person:		Bill Babcock
	24 Hr. Contact Phone:		248-366-0606
	Email:		bbabcock@aquaticsource.com
	References:	Y or N	Y
	Can Meet Insurance:	Y or N	Y
	Acknowledgements:	Y or N	Y
	Payment Terms:		Net 30
	Response Time:		1 Day
	Forms:	Y or N	Y

Attest:
*(*Bid Opening conducted via Zoom)*
Brian Goul
Andrew Chambliss
Nellie Bert
Cheryl Stewart

Emily Frontera
Purchasing Manager

J-04c

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: OMNIA Partners Contract– Access Control and Closed-Circuit Monitoring Equipment and Installation and Oakland County Extended Purchasing Contract– Cabling Installation at City Hall

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History

The City of Troy has made significant investments to ensure its employees and public are safe while working and visiting city facilities. These investments include access control through ID badge readers for entry and closed-circuit monitoring cameras.

Physical keys have been recognized as an inefficient means to manage entry into city facilities. It becomes specifically alarming when a city employee departs from his or her position and there is not absolute certainty the physical keys have not been duplicated. Additionally, providing access control through the proposed ID badge readers allows better control of access and provides record of access. Beyond entry doors, access control through badge entry is a better solution for office suites and other regulated rooms when compared to physical keys.

The City of Troy has several cameras strategically placed in and around City Hall that are monitored and referenced when necessary. Cameras become particularly important when the city must perform an investigation for various reasons. The physical camera location and quality along with the duration of retention are the most important attributes of a closed-circuit monitoring camera system. The current retention schedule needs to be increased along with increasing the number of cameras to improve coverage.

Purchasing

- Pricing to furnish and install access control and closed-circuit monitoring equipment at City Hall has been secured from *Wadsworth Solutions* of *Perrysburg, OH* through the Omnia Partners Contract #R220703 and per the detailed Proposal JJ23-104 dated December 20, 2023.
- Pricing for the cabling installation has been secured from *Shaw Systems* of *Southfield, MI* through the Oakland County Cooperative Purchasing Contract #010460 and per the detailed Proposal SCOT240105001 dated January 12, 2024.
- City Council authorized participation in the Cooperative Purchasing Programs on November 20, 2023 (Resolution #2023-11-166-J-6).

Financial
Funds are budgeted and available in the City Hall Capital Fund under Project Number 2024C0107 for the 2024 fiscal year. Expenditures will be charged to account number 401.265.265.975.165.

Recommendation
City Management recommends that the bid process be waived and a contract be awarded to *Wadsworth Solutions*, of *Perrysburg, OH* for the purchase and installation of access control and closed-circuit monitoring equipment at City Hall for an estimated cost of $37,083 as detailed in the attached proposal and per the Omnia Partners Contract #R220703; not to exceed budgetary limitations.

City Management recommends that the bid process be waived and a contract be awarded to *Shaw Systems* of *Southfield MI* for the cabling installation at City Hall for an estimated cost of $5,187, as detailed in the attached proposal and per the Oakland County Extended Cooperative Purchasing Contract #010460; not to exceed budgetary limitations.

PROPOSAL

(6) City Hall Cameras and (6) City Hall Door Adds

December 20, 2023

Quote: JJ23-104

To: City of Troy

Attention: Dennis Trantham

TROY MICHIGAN

All quotations are for acceptance within 30 days. Contracts are not binding until this company has approved buyer's credit.
Unless shown, prices quoted do not include federal or state sales taxes.

Scope of Work:

- WS will provide **(5)** 270 Cameras and **(1)** 5MP Environmental Outdoor Dome Camera with proper mounting hardware. WS is responsible for installation of cameras/programming. Shaw Electric will be running cabling to the new Camera Locations and WS will be reusing existing wiring for Camera change outs. WS will install (6) new doors of Access Control at the below locations at City Hall.

Cameras:

4 Direct 270 Replacements
1 New 270 on top of Front Awning Entrance (Shaw Run Wire)
1 New 5MP Environmental Dome Camera (Shaw Run Wire) Entrance where trees will be cut down.

- Northwood Door will be providing the door modifications and WS will alert the City of Troy when Northwood is to be on site. This number is also assumed Shaw Electric will be running wiring for the below **(6)** Doors.

- (1) North Custodial Mech. Room
- (1) Clerks Downstairs Door 1
- (2) Building Maintenance Doors
- (1) Engineering Door
- (1) Second Floor Clerks Entrance

***This pricing also includes a lift for 270 Cameras.**

TOTAL AMOUNT FOR EQUIPMENT AND SERVICES LISTED ABOVE - $37,083.00

- **Notable Exclusions with Terms and Conditions:**
    - Unless annotated on this document, prices do not include local, state, or federal taxes.
    - All work to be performed during regular business hours (7:30 a.m. to 4:30 p.m.) Monday through Friday. Shift work, holidays, and weekend work all at different rates.
    - All proposals and quotations are for acceptance within 30 days of the date on this document. Pricing is subject to change subsequent of the 30-day time period.
    - Any services or equipment not listed in this document are not included.
    - Manufacturer's warranty is applicable to equipment sold by Wadsworth Solutions.
    - Warranty Labor is 30 days after completion of installation.
    - That all equipment and components are in operable and maintainable order upon conception of this agreement. Any repairs required to put the system(s) back into reasonable operating condition will be the responsibility of the customer.
    - Progress Billing: Wadsworth Solutions reserves the right to partial invoice clients as accumulated costs are accrued for projects.
    - Payment Terms: Net 30-day payment on all invoices. After 60 days, interest shall be applied to outstanding invoices.
    - Force Majeure: Wadsworth Solutions shall not be liable for any losses or damage due to acts of government, labor unrest, war conditions, terrorism, vandalism, floods, fire, storms, acts of God, strike lockout, dispute with workmen, commercial delays, spoilage, or any other cause beyond reasonable control. It is expressly agreed that Wadsworth Service assumes no liability for negligence, misuse or failure whatsoever other than performance of the services herein set forth.
    - Lead Times: Currently, the Global Supply Chain is experiencing significant and unprecedented delays due to raw material shortages such as micro processing chips, precious metals, and steel. As a result, estimated product lead times and shipping dates can change without notice by associated manufacturers or brands. Our goal is to ensure delivery as promised and monitor all orders, making sure our customers' expectations are met.

Submitted By,

Jake Jacubec

JAKE JACUBEC
Security Sales Engineer

380.390.0260, Office
614.623.7528, Cell
9022 Cotter Street
Lewis Center, OH 43035
www.wadsworthsolutions.com

CUSTOMER

Accepted By: _____

Date: _____

Name: _____

Title: _____

WADSWORTH SOLUTIONS

Approved By _____

Date: _____

Name:_____

Title: _____

WADSWORTH SOLUTIONS SECURITY SYSTEM WARRANTY

Security systems which are installed by Wadsworth Solutions on the premises of the ultimate user and within years after system commissioning fails because of defective workmanship, materials, design, or installation to operate at specified performance standards will be repaired or replaced without charge at the site. 3-Year Pelco Manufacture Equipment Warranty. 1-Year Wadsworth Solutions Labor Warranty. Warranty repairs will be performed under normal working hours (7:30-4:30PM EST). Projects, which require a phased start up, the warranty period will commence at the owner's beneficial use of the system or subsystems that have been commissioned. Unless otherwise stipulated in a written sales contract covering the Security devices, the phrase "specified performance standards" means that items will conform with data and specifications published by their manufacturer which are current when Wadsworth Solutions contracts to sell them. No failure of a control device or Security system shall affect any postponement of the time when payment is due under the contract whereby the same was sold by Wadsworth Solutions; No warranty service shall be provided for any control device or control system on which payment is overdue. Except for aforementioned, Wadsworth Solutions makes no warranty, either express or implied in fact or by law, with respect to any of the Security devices or control systems sold pursuant to this instrument as to the merchantability thereof, their fitness for the purpose for which they are sold, or in any other respect. The liability of Wadsworth Solutions Northwest resulting from any breach of any warranty shall be limited to Wadsworth Solutions insurance limits and to claims which are presented to Wadsworth Solutions in writing promptly upon discovery by the claimant.

Wadsworth Solutions would like to say thank you for the opportunity to work with you on this project. We appreciate and value your business. If you have any questions or concerns you may contact us directly at 419-861-8181.

Proposal & Scope of Work

Date: 1/12/2024 | **Proposal ID: SCOT240105001**

TO: Dennis Trantham
City of Troy- DPW
4693 Rochester Road
Troy MI, 48085

FROM: Eric J Peterson
PROJECT: City Hall Camera Cabling

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer	Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com
Dispatch	Direct (248) 228-2080 | service@shawsi.com
After Hours Emergency Number	(877) 370-7076
Service Email	service@shawsi.com

Included	*Excluded*		*Included*	*Excluded*	
☒	☐	*Sales & Use Tax*	☐	☒	*Payment & Performance Bonds*
☐	☒	*Electrical Permit Costs & Fees*	☐	☒	*Overtime Costs*
☐	☒	*Fire Division Inspection Fees*	☐	☒	*Temperature Controls*
☐	☒	*Building Permit Fees*	☐	☒	*Patching &/or repair of holes in walls or floors*

This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.

SCOPE OF WORK:

Furnish and install non penetrating roof block support and conduit pathway across the City Hall rooftop for East Entrance camera cabling
Furnish and install (1) weatherproof junction-box near East Entrance Camera location at end of conduit run
Furnish, install, test and label (1) exterior rated CAT6 cable fed from 1st floor IDF, through 2nd floor spaces, into the rooftop conduit Pathway to weatherproof junction-box
Cable listed above for east entrance camera will be terminated into a biscuit-jack for future camera connection (future patch cabling by other)
Furnish and install (1) CAT6 cable from 1st floor IDF into 2nd floor spaces and to South entrance Door camera location
Cable for South entrance will be terminated into a biscuit jack near exterior wall above ceiling (exterior penetrations and future patch cabling by other)
Furnish and install J-hook cabling pathway as required by code throughout City Hall ceiling spaces for camera cabling installation
Documentation and Cabling Certifications will be provided to City of Troy upon completion of project

Labor : $3,546.00
Equipment : $120.00
Material : $1,521.00
Offering Price : $5,187.00

EXCLUSIONS & ASSUMPTIONS:

All work to be performed during normal working hours Monday through Friday.
All work reachable safely by ladder
Camera installation, patch cabling not directly mentioned above, exterior penetrations by other
Camera hardware, mounts, patch panels and switches by other
Quoted as Time and Material, Not to Exceed
Pricing per Oakland County Contract 010460

Eric J Peterson

Shaw Service & Maintenance

Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.

22100 Telegraph
Southfield, MI 48033
Phone: (248) 228-2000
Fax: (248) 228-2080

Bulletin Spreadsheet
Sound & Comm/Limited Energy
Jul 2018 - Jun 2019

PROJECT:	City Hall Camera Cabling	**SHAW PROJECT #:**	SCOT240105001
QUOTE FOR:	Dennis Trantham- City of Troy	**SHAW MMS RFC #:**	
DATED:	6/12/2023	**SHAW REVISION #:**	0
		SHAW QUOTE DATE:	6/12/2023
DESCRIPTION:	PER PROVIDED SCOPE		
PLANS ISSUED:	n/a		
SPECS. ISSUED:	"		
SKETCHES ISSUED:	"		
QTY ELEC/TECH DWGS ISSUED:	0		

MATERIAL	**PVC Conduit, Roofblocks, fittings, weatherproof boxes, tape, rags, screws, etc**				$700	
	Camera Cabling ,Cable ends, Interior Patch Cords			0	$275	
	J-hook Pathway / Cable Support			0	$250	
	MARKUP(INCLUDING USE TAX)	15%			$184	
	ESCALATION(CONTINGENCY)	8%			$113	
	MATERIAL TOTAL					$1,521
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS						
20	**HOURS @ Straight**	$ 66.00	**TECHNICIAN**		$1,320	
24	**HOURS @ "**	$ 73.00	**TECHNICIAN FOREMAN**		$1,752	
0	**HOURS @ "**				$0	
0	**HOURS @ Time & 1/2**	$ 92.00	**TECHNICIAN**		$0	
0	**HOURS @ "**	$ 101.00	**TECHNICIAN FOREMAN**		$0	
0	**HOURS @ "**				$0	
0	**HOURS @ Double**	$ 118.00	**TECHNICIAN**		$0	
0	**HOURS @ "**	$ 129.00	**TECHNICIAN FOREMAN**		$0	
0	**HOURS @ "**				$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR						
3.5	**HOURS @ Straight**	$ 80.00	**GENERAL/SOLE FOREMAN**		$282	
0	**HOURS @ "**				$0	
0	**HOURS @ Time & 1/2**	$ 108.00	**GENERAL/SOLE FOREMAN**		$0	
0	**HOURS @ "**				$0	
0	**HOURS @ Double**	$ 136.00	**GENERAL/SOLE FOREMAN**		$0	
0	**HOURS @ "**				$0	
		0%	**INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES**		$0	
	LABOR TOTAL					$3,354
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING						
	EXCAVATOR/TRENCHING EQUIPMENT				$0	
	RIGGING / HOISTING / LULL / FORKLIFT				$0	
	FLUKE CABLE TESTER				$60	
	LABEL MAKER WITH LABELS				$60	
	CORING				$0	
	POWER LOGGER				$0	
	PERMIT				$0	
					$0	
ENGINEERING / DOCUMENT MAINTENANCE						
2	**HOURS**	$ 96.00	**SERVICE ENGINEER/FIELD DETAIL/SURVEY**		$192	
0	**HOURS**	$ 80.00	**BIM COORDINATOR/PLOTS/DWGS**		$0	
0	**HOURS**	$ 65.00	**ADMINISTRATIVE ASSISTANT**		$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID						
	AS PERCENT @	0.0%	**OF LABOR ABOVE TOTAL**		$0	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)				$0	
	DIRECT JOB EXPENSES TOTAL					$312
						$5,187
		0%				$0
SUBCONTRACTORS						
					$0	
	X				$0	
	x				$0	
	x				$0	
	SUBCONTRACTOR TOTAL					$0
	FEE ON SUBS @	5%				$0
PLM BOND / INSURANCE COSTS						$0
TOTAL PRICE FOR THIS QUOTATION						**$5,187**

500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM

Date: January 22, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Community Center Elevator Pit Project – Construction Documents and Bidding Assistance

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History

- The Troy Community Center elevator is original to the building which was built in 2001.
- Over the last several years the elevator pit has experienced water infiltration. After performing several tests, it appears that one of the gland packs for the surge tank is seeping, likely causing the elevator pit to take on water. Water seeks the path of least resistance.
- When the Troy Community Center was built, there was not a sump pit installed in the elevator pit to evacuate any potential water infiltration.
- Installing a sump crock and pump with an oil separator and alarm system into the elevator pit would alleviate the problem.
- The elevator is a hydraulic type and will require a State of Michigan approved pumping alarm system or an oil separator in compliance with ASME A17.1.
- OHM Advisors currently has a contract with the City and is being recommended to create the Construction Documents and offer Bidding Assistance for this project.

Purchasing

The current contract with OHM Advisors was renewed by City Council in 2022 for engineering and design services (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a fee of $24,000 for the construction documents and bidding assistance of the elevator pit project as detailed in the attached proposal.

Financial

Funds are budgeted and available in the Community Center Building Improvements Capital Fund for the 2024 fiscal year under Project Number 2024C0050. Expenditures will be charged to account number 401.756.755.975.125.

Recommendation

City Management recommends granting the authority to expend budgeted capital funds to *OHM Advisors of Livonia, MI* for the construction documents and bidding assistance for the Troy Community Center elevator pit project for an estimated cost of $24,000 but not to exceed budgetary limitations.

ARCHITECTS. ENGINEERS. PLANNERS.

OHM Advancing Communities℠

January 18, 2024

Mr. Dennis Trantham
City of Troy
Deputy Public Works Director
4693 Rochester Rd.
Troy, MI 48085

RE: Proposal for Professional Services
City of Troy Recreation Center Elevator Pit

Dear Mr. Trantham:

Thank you for the opportunity to submit this proposal for professional design services to provide a sump pit and pump system for the removal of water in the elevator pit at the City of Troy Recreation Center. This letter presents our understanding of the project and proposed scope of services, time schedule, and fee.

PROJECT UNDERSTANDING

The City has been experiencing water collecting in the pit of the elevator at the Recreation Center. The source of the water appears to be the main pool from the City's testing. Currently there is no pit sump and the city staff is routinely manually pumping the pit out. The City would like to install a sump crock and pump into this elevator. The elevator is a hydraulic type and will require a State of Michigan approved pumping alarm system or an oil separator in compliance with ASME A17.1.

SCOPE OF SERVICES

Our Scope of Services for this work will be completed as one task:

TASK 1: Construction Documents

During this task our team will work to develop the construction documents for bidding and construction.

- Kick-off Meeting
  - Review the existing site conditions and items requiring coordination including location of pump discharge, source of electrical service and areas to be disturbed to complete construction.
  - Review options for water disposal and oil leak management.

- Preliminary Design Drawings
  - Develop Architectural, plumbing and electrical plans for the addition of a new sump in the elevator pit.
  - Conduct discussion with the plumbing and elevator inspector for approval on approach presented.
  - Develop opinion of probable construction cost for the work scope.
  - Review 50% plans, basis of design approved by inspectors, and opinion of construction cost estimate with the City.

- Final Construction Documents
  - Prepare technical specifications and final Construction Documents
  - Prepare and submit 95% plans and specifications for City review.

TASK 2: Bidding Assistance

- Assist City in the development of bid package, including coordination and development of Front End documents with the Technical specifications and drawings.
- Respond to Request for Information (RFIs) in writing during the bidding process.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

COMPENSATION AND SCHEDULE

OHM Advisors will perform the outlined services above based on hourly basis, in accordance with our current contract with the City. The following are the estimated costs for the project:

Task	Estimated Fee	Schedule
Task 1: Construction Documents	$ 21,000	5 Weeks
Task 2: Bidding Assistance	$ 3,000	3 Weeks
Total	$ 24,000	

All costs are included, and no reimbursable expenses are expected.

ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- OHM Advisors point of contact for this project is Dennis Trantham
- Construction Phase services will be an additional service provided on an hourly basis.

ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

(Signature)

Christopher Ozog
(Name)

Project Manager
(Title)

January 18, 2024
(Date)

City of Troy
OWNER

(Signature)

(Name)

(Title)

(Date)

Cc: Rhett Gronevelt

J-05

CITY COUNCIL AGENDA ITEM

500 West Big Beaver
Troy, MI 48084
troymi.gov

Date: January 15, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Ashely Tebedo, Administrative Services Manager

Subject: Fiscal Year 2024 SMART Municipal Credit and Community Credit Contract

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History
Community Municipal Credits are funds collected by the Suburban Mobility Authority for Regional Transportation (SMART) through property taxes. A portion of these funds are divided among every city, township and village in Oakland, Wayne and Macomb Counties based on the specialized services it provides. The Troy RYDE program is eligible to receive this funding as it is operating in accordance with SMART's Community Partnership Program. The available funding to the City of Troy for Municipal Credit is $81,700 and $134,883 for Community Credit, which is a total increase of $6,423 from the previous year.

Financial
The Municipal Credit and Community Credit funding for 2024 through SMART allows the City of Troy to use an additional $216,583 toward the Troy RYDE service.

Recommendation
It is recommended that the City enter into a contract for the Municipal Credit and Community Credit with SMART for $81,700 and $134,883 respectfully. These funds are utilized for transportation service for senior citizens and persons with disabilities through the Troy RYDE service.

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

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, _____, as the _____ of the **City of Troy** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **$81,700.00** in **Municipal Credit** funds as follows:

(a) Transfer to _____ Funding of: $ _____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $81,700
(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: $ _____
(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $81,700.00

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **$134,883.00** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: $ _____
TRANSFEREE COMMUNITY

(b) Van/Bus Operations At the cost of: $ _____
(Including Charter and Taxi services)

(c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: $ $134,883

(d) Capital Purchases At the cost of: $ _____

(e) Services Purchased from Subcontractor At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $134,883.00

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION	**City of Troy**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

The Troy Transportation Service provides transportation to seniors (60 years and older) and persons with disabilities who are residents of the City of Troy. Door to door transportation is available for eligible riders. Transportation to the following destinations include but are not limited to: Doctor and other medical appointments, physical therapy, shopping, salon appointments, employment and other locations deemed appropriate by the City of Troy.

This is a shared ride service and scheduling is arranged on a "first-come, first-served basis". Reservations are made through various means detailed by the City of Troy and must be made 24 hours prior to the requested pick up time. Rides are prioritized with medical trips the highest ranking and other requests granted accordingly.

Per special request, the Troy Transportation Service may be utilized for transporting the general public to specific community events. These requests are reviewed on a case by case basis.

Service Area (Provide geographic boundaries):

NORTH – Auburn Road including Barclay Circle;
SOUTH – 12 Mile Road;
EAST – Mound Road;
WEST – Southfield Road, Adams Road.

Service Times (Provide days and hours of service):

Monday through Friday, 8am – 4pm

Eligible User Groups (Users eligible to use the service):

Residents of Troy who are seniors (60 years and older) and persons with disabilities

Fare Structure: (Cost to use service)

There are no direct fare fees to riders.

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

All vehicles are wheelchair lift equipped. There are six (6) 13-passenger vans and one (1) van.

EXHIBIT B PROJECT OPERATING BUDGET

Municipality: City of Troy

Contract Period: July 1, 2023 through June 30, 2024

Account Number: 48201

OPERATING EXPENSES:		
Administrative Fee: *(All employees other than drivers and dispatchers)* (10% max. of MC & CC funds)	$81,700	
Driver Wages	$252,000	
Fringe Benefits	$60,000	
Gasoline & Lubricants	$60,000	
Vehicle Insurance	0	
Parts, Maintenance Supplies	0	
Mechanic Wages	$	
Fringe Benefits	$15,000	
Dispatch Wages	$83,000	
Other (Specify) computers, software, printing, training, phones	$23,000	
Sub-Total (Operating Expenses)		$574,700
PURCHASED SERVICE:		
Taxi Service		
Charter Service		
SMART Bus Tickets		
SMART Shuttle Service		
SMART Dial-A-Ride		
Other (Specify) _____		
Sub-Total (Purchased Service)		
CAPITAL EQUIPMENT:		
(Only list purchases to be made with Community Credits)		
Computer Equipment		
Software		
Vehicle		
Maintenance Equipment		
Other (Specify)		
Sub-Total (Capital Equipment)		

TOTAL EXPENSES **Operating Expenses, Purchased Service, and Capital Equipment:**		
REVENUES:		
Municipal Credit Funds	**$81,700.00**	
Community Credit Funds	**$134,883.00**	
Specialized Services Funds	$27,692	
General Funds	$330,425	
Farebox Revenue		
In-Kind Service		
Special Fares (Contracted Service)		
Other (Specify)		
TOTAL REVENUE:		$574,700

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

J-06

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 29, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kyle Vieth, Financial Compliance Manager

Subject: City of Troy Investment Policy and Establishment of Investment Accounts

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History

The current investment policy was initially approved in February, 2023. The current policy has served us well and is in compliance with Act 20 PA 1943, as amended.

Financial

We would also like to update our resolution authorizing the establishment of investment accounts at the following institutions: Comerica; Bank of America; Citizen's Bank; First Merchants Bank, Independent Bank; Fifth Third Bank; Flagstar Bank; Huntington Bank; JP Morgan Chase & Co.; Robinson Capital; UBS; Michigan Class-MBIA; Bank of NY Mellon; Morgan Stanley; and PNC Financial Services.

This policy is established in order to provide for the safety and diversification of investment accounts.

Legal Considerations

The investment policy is in compliance with Act 20 PA 1943, as amended.

Recommendation

It is recommended that City Council approve the attached investment policy and listing of approved investment institutions.

CITY OF TROY INVESTMENT POLICY
To Comply with Act 20 PA 1943, as amended

Purpose: It is the policy of the City of Troy to invest its funds in a manner which will provide a high level of security of principal while meeting the daily cash flow needs of the City and providing a reasonable rate of return along with compliance with all State statutes.

Scope: This investment policy applies to all financial assets of the City. These assets are accounted for in the various funds of the City and include the general fund, special revenue funds, debt service funds, and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, trust and agency funds, and any new fund established by the City.

Objectives: The primary objectives, in priority order, of the City's investment activities shall be:

Safety – Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification – The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

Return on Investment – The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Delegation of Authority to Make Investments: Authority to manage the investment program is derived from the following: City of Troy City Council's most current resolution establishing investment accounts (2023-02-023-J-7). Management responsibility for the investment program is hereby delegated to the Chief Financial Officer who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping, cash purchase or delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may

engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer. The Chief Financial Officer shall be responsible for all transactions undertaken and shall establish a system of controls. The Investment Policy shall be reviewed and approved by the City Council annually.

List of Authorized Investments: The Chief Financial Officer is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
(b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution. Authorized depositories shall be designated by the City of Troy City Council.
(c) Commercial paper rated at the time of purchase with the highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
(d) Repurchase agreements consisting of instruments listed in (a).
(e) Bankers' acceptances of United States banks.
(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than one standard rating service.
(g) Investment pools through an interlocal agreement under the urban cooperation act of 1967, 1987 (Ex Sess) PA 7, MCL 124.501 to 124.512
(h) Investment pools organized under the surplus funds investment pool act, 1982 PA 367, 129.111 to 129.118.
(i) The investment pools organized under the local government investment pool act, 1986 PA 121, MCL 129.141 to 129.150.

Safekeeping and Custody: All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Chief Financial Officer may be on a cash basis or a delivery vs. payment basis as determined by the Chief Financial Officer. Securities may be held by a third party custodian designated by the Chief Financial Officer and evidenced by safekeeping receipts as determined by the Chief Financial Officer.

Prudence: Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Internal Controls for Operations

- The Treasurer's Office maintains cash flow worksheets for its General Fund and Trust & Agency Funds. Excess cash above established thresholds are invested when beneficial and interest rates are favorable. Established thresholds are determined by the City Treasurer and the Chief Financial Officer.

- Excess cash is invested based on future cash flow projections. Funds needed for day-to-day operations are invested in a stable local government investment pool that offers daily liquidity. Funds held for future expenditures are invested in long-term instruments.

- Bank balances are tracked daily by the City Treasurer, and cash flow worksheets are updated to determine cash needs and how much money is available to invest.

- The Chief Financial Officer, City Treasurer, and/or the Controller can execute investment transactions. The Finance Department records, reconciles, and reports all investment activity.

500 West Big Beaver
Troy, MI 48084
troymi.gov

J-07

CITY COUNCIL AGENDA ITEM

Date: January 19, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Jeanette Menig, Human Resources Director

Subject: PA 152 - Publicly Funded Health Care

History

Public Act 152 of 2011 established limits on the amount that public employers pay toward employee medical benefit plans. Coinciding with each medical insurance plan year (the City's plan year begins April 1), we must address the alternatives and affirm the City's direction in this matter with a City Council resolution.

The alternatives are:

- Hard Cap - The hard cap limits the amount a public employer can contribute to employee health insurance costs; for plan years beginning on or after January 1, 2024 the employer cannot pay more of the annual costs for health insurance than a total amount equal to:

  $ 7,702.85 – times the number of employees with one-person coverage
  $ 16,109.06 – times the number of employees with two-person coverage
  $ 21,007.83 – times the number of employees with family coverage

- 80/20 - The 80/20 option states the employer may not pay more than 80% of the total annual costs of all the medical benefit plans it offers or contributes to for its employees.

- Opt-Out - The opt-out allows the local unit of government to exercise its discretion to determine what premium share contribution is desired for their organization.

Since the inception of PA 152, the Troy City Council has voted to opt out each year.

Financial

The financial impact of each option is estimated below:

Estimated Cost Allocation by Option (2024/25 Plan Year Rates)

PA 152 Option	Employee Share	City Share	Total
Opt-Out	348,922	6,629,529	6,978,451
Hard Cap	1,235,408	5,743,043	6,978,451
80/20	1,395,690	5,582,761	6,978,451

Note that our current medical plan is self-funded; accordingly, actual costs (experience) will likely differ somewhat from illustrative rates used in the above table.

While overall cost is one consideration, the impact on each individual is another. This year, the effect of PA 152 options on an individual City employee cost share would be as follows:

Annual Employee Premium Share (2024/25 Plan Year Rates)

Type of Coverage	Current 5% (Opt-Out)	Hard Cap*	80/20
1 person	$ 427	$ 829	$ 1,708
2 person	$ 1,023	$ 4,349	$ 4,092
Family	$ 1,280	$ 4,599	$ 5,120

* Hard Cap may be allocated alternatively

It should be noted that any option change would only affect non-union, full-time employees (currently 147 employees) until each union collective bargaining agreement expires and contribution rates can be changed for those groups. Two collective bargaining agreements are expiring this calendar year, the Troy Command Officers Association and Troy Fire Staff Officers Association, the other collective bargaining agreements expire in future years and would remain at the current contribution rate until the contract expires.

A primary reason to continue to opt out of the hard cap and 80/20 option is to continue to retain City's excellent medical insurance benefits as a recruitment and retention incentive – it helps to separate us from other employers. A secondary benefit of our model is the reduced hesitation to seek treatment for health concerns since our subscribers are not burdened by high deductibles and large out-of-pocket co-pays. Lower upfront cost encourages employees to seek timely treatment and possibly avoid dangers of delayed treatment.

Recommendation

We recommend that City Council continues to affirm the City's direction in this matter by selecting the PA 152 opt-out alternative for plan year 2024/25.

J-08

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 18, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
G. Scott Finlay, City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations and Minutes – January 17, 2024

At the Traffic Committee meeting of January 17, 2024, the following recommendations were made for City Council approval:

5. Request for Traffic Control – Hopedale Road & Viking Drive

RESOLVED, that the Viking Drive Approach at Hopedale Road be **MODIFIED** from UNCONTROLLED, to STOP CONTROLLED.

Minutes of the meeting are attached.

GSF/G:\Traffic\aaa Traffic Committee\2024\01_January 17\City Council\20240117 Traffic Committee Recommendation and Minutes.docx

A regular meeting of the Troy Traffic Committee was held Wednesday, January 17, 2024 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Richard Kilmer
Cindy Nurak
Al Petrulis
Abi Swaminathan
Cynthia Wilsher
Pete Ziegenfelder
Angela Zhou, Student Representative

Absent: Shama Kenkre
Deputy Fire Chief, Michael Koehler

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – November 15, 2023 Traffic Committee

Resolution # 2024-01-01
Moved by Kilmer
Seconded by Nurak

To approve the November 15, 2023 minutes as printed.

Yes: Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for Traffic Control – Hearthside & Country Ridge Drive

Cheryl Gonda of 6113 Hearthside Drive requested that the intersection of Hearthside Drive and Country Ridge Drive be reviewed for purposes of traffic control at the uncontrolled intersection. She states: I live in cul-de-sac on Hearthside Drive and the existing uncontrolled intersection is dangerous, cars turning off Country Ridge Drive turn without looking. This creates a hazardous situation for drivers, there have been several near misses recently.

No public comment, and the applicant is not here. The committee made a motion to table the item.

Yes: Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: Kenkre

5. Request for Traffic Control – Hopedale Road & Viking Drive

Mary Gnyp of 1930 Hopedale Road requested that the intersection of Hopedale Road and Viking Drive be reviewed for purposes of traffic control at the uncontrolled intersection. She states: I live on Hopedale Road and the existing uncontrolled intersection is dangerous, cars turning off Viking Drive turn without looking and there is a bus stop at the intersection. This creates a hazardous situation for drivers, there have been several near misses recently.

Mary Gnyp spoke, explaining that Hopedale traffic has increased a lot since the new homes were built and they have multiple cars per household. She states the Hopedale is now used as a cut-thru to get Viking/Abbotsford now from Long Lake. People are speeding down the street and she believes a Stop sign being installed would help alleviate some of the dangers.

John Lalik lives at 1906 Hopedale and stated that he or wife have almost been hit just backing out of the driveway when cars take the turn from Viking to Hopedale fast and recklessly. He can recall 2 incidents where he's been cut off by someone coming down Viking to turn onto Hopedale.

Paul Krebs lives at 1896 Hopedale and believes a stop sign would help and he believes that Viking and Abbotsford intersection also needs to have a stop sign put in.

Pete Ziegenfelder is in favor of a stop sign being installed.

Richard Kilmer purposed installing a 3 way stop sign at the intersection.

The applicant did not believe that would have any benefit and is concerned that may cause more accidents.

Sgt. Brian Warzecha stated that the Police Department does monitor the street when they can, and he believes a yield sign would be enough but understands why a stop sign would be preferred. Explained that some people won't stop if they see no traffic and that could be dangerous.

Paul Krebs added that he thinks a speed limit sign might help.

G. Scott Finlay explained that per the state law, 25MPH is the speed limit in all subdivisions posted or not.

Resolution # 2024-01-02
Moved by Wilsher
Seconded by Nurak

Yes: Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: Kenkre

RESOLVED, that the Viking Drive Approach at Hopedale Road be modified from UNCONTROLLED, to STOP CONTROLLED.

7. Public Comment

Sgt. Brian Warzecha discussed the placement of the speed radars with the residents of Hopedale.

8. Other Business

9. Adjourn

The meeting adjourned at 7:52 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2024\17_January_20240117_Minutes_Traffic Committee DRAFT

J-09

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 15, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Vacate an Existing Easement and to Accept a Permanent Easement for Franchise and Municipal Public Utilities, Ashton Parc, Sidwell #88-20-11-201-001

History

As part of the proposed Ashton Park one-family cluster development, City Council previously accepted seven permanent easements, from Glen Arbor Building, LLC, owner of the property having Sidwell #88-20-11-201-001 (Resolution #2023-11-157-J-7). A further plan review requires additional width and placement for franchise and municipal public utilities necessitating the vacation of an easement recorded in Liber 58982, Page 280 thru 282.

The City of Troy will return its' interest in the easement to Glen Arbor Building, LLC by Quit Claim Deed executed by the Mayor and City Clerk.

The owners, Glen Arbor Building, LLC, have granted a new permanent easement for franchise and municipal public utilities.

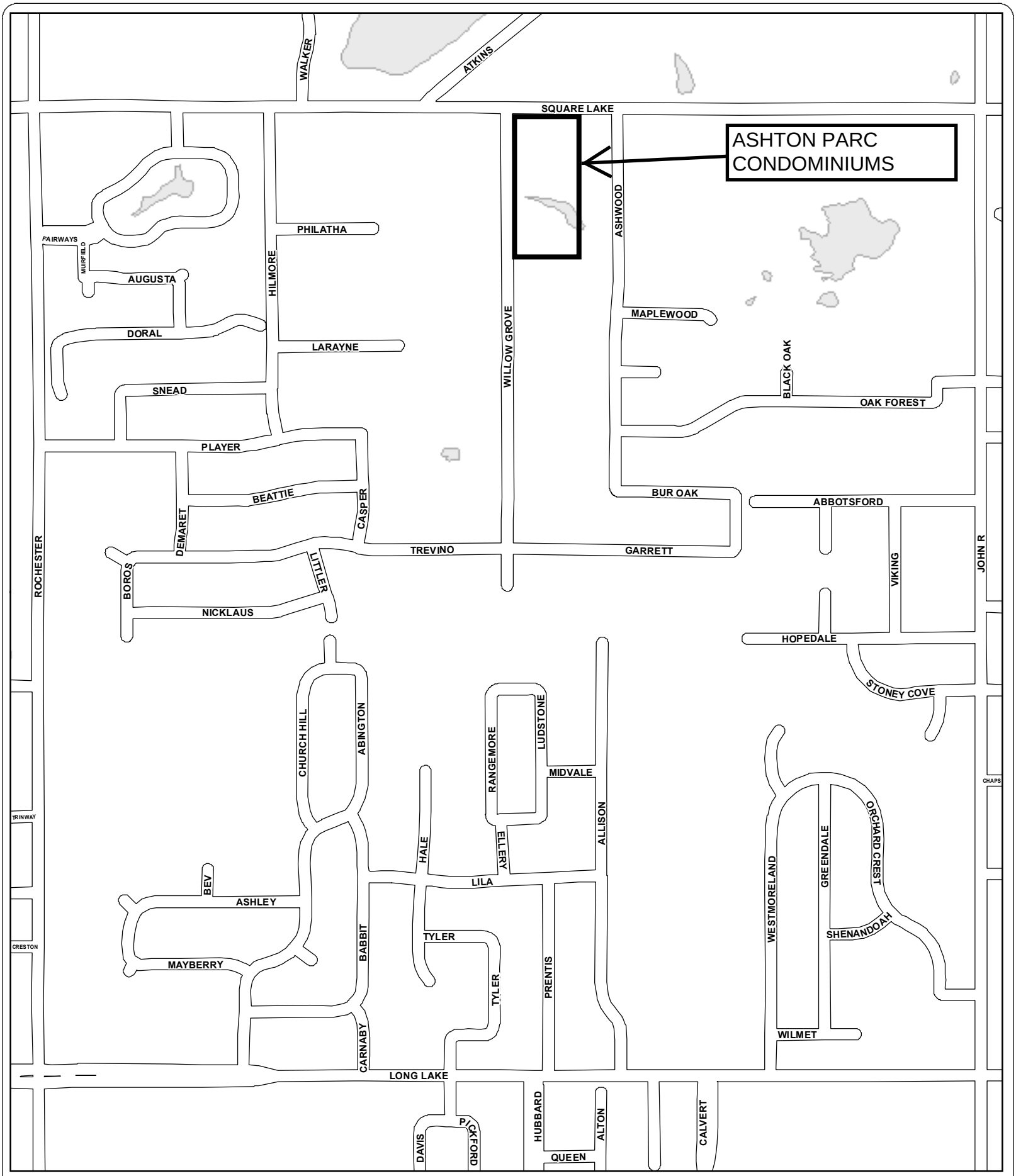
The proposed development is located in the northeast quarter of Section 11, south of Square Lake Road at Willow Grove Drive. City Council approved this cluster development at their September 23, 2019 meeting (Resolution #2019-09-107).

Financial

The consideration amount on each document is $1.00.

Recommendation

Staff recommends that City Council vacate the permanent easement for franchise and municipal public utilities previously accepted and recorded in Liber 58982, Page 280 thru 282, by recording a Quit Claim Deed executed by the Mayor and City Clerk. Staff also recommends that City Council accept a new permanent easement for franchise and municipal public utilities consistent with our policy of accepting easements for development and improvement purposes.



City of Troy

Section 11

Date: 7/13/2022

QUIT CLAIM DEED

Sidwell #88-20-11-201-001 (pt)
Resolution #

The **CITY OF TROY**, a Michigan municipal corporation, Grantor, whose address is 500 West Big Beaver, Troy, MI 48084 quit claims to **GLEN ARBOR BUILDING, LLC**, a Michigan limited liability company, Grantee, whose address is 5232 22 Mile, Shelby Twp., MI 48317, interest granted in a permanent easement for franchise and municipal public utilities and recorded in Liber 58982, Page 280 thru 282, Oakland County Register of Deeds, in land situated in the City of Troy, County of Oakland and State of Michigan, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and no cents ($1.00).

Dated this_____day of January, 2024.

CITY OF TROY,
a Michigan municipal corporation

By _____
* Ethan D. Baker, Mayor

By _____
* M. Aileen Dickson, City Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of January, 2024 by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
*

Notary Public, Oakland County, MI
My commission expires: _____
Acting in Oakland County, MI

County Treasurer's Certificate	City Treasurer's Certificate	
When recorded return to: Glen Arbor Building, LLC 5232 22 Mile Shelby Twp, MI 48317	Send subsequent tax bills to: Grantee	Drafted by: Larysa Figol City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel # 88-20-11-201-001 (pt) Recording Fee _____ Transfer Tax _____

120113 Liber 58982 Page 280 tbru 282
11/2/2023 12:07:58 PM Receipt #000093581
$21.00 Misc Recording
$4.00 Remonumentation
$5.00 Automation
$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2023 NOV -1 PM 2:37

PERMANENT EASEMENT
FOR FRANCHISE AND MUNICIPAL PUBLIC UTILITIES

Sidwell #88-20-11-201-001 (pt)

GLEN ARBOR BUILDING, LLC, a Michigan limited liability company, Grantor, whose address 5232 22 Mile, Shelby Twp, MI 48317, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise and municipal public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 19th day of September A.D. 2023.

3P
E

Glen Arbor Building, LLC, a Michigan limited liability company

By _____(L.S.)
Zef Berishaj
Its: Manager

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 19th day of September, 2023, by Zef Berishaj, Manager of Glen Arbor Building, LLC, a Michigan limited liability company, on behalf of the company.

Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 4808

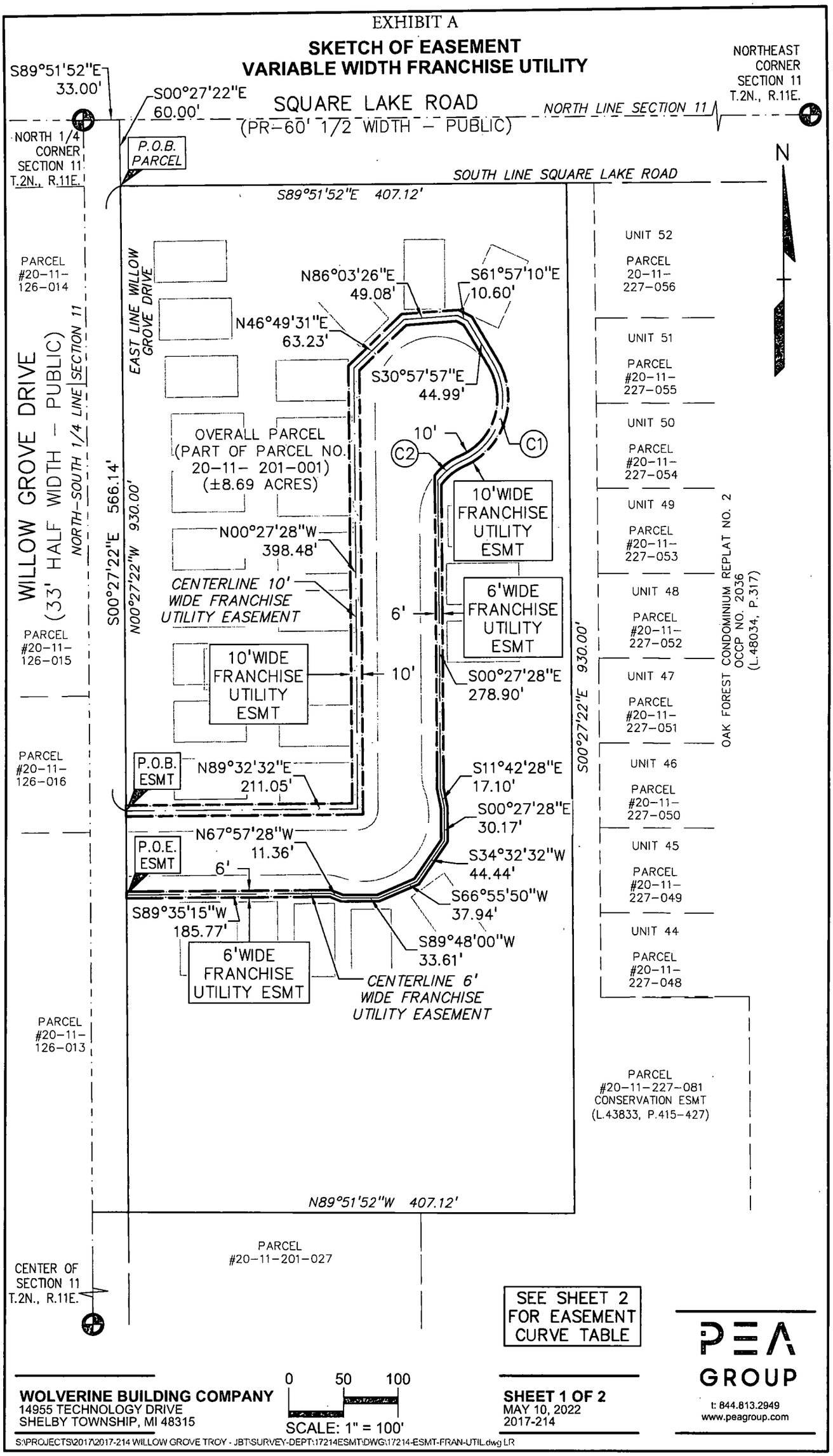
OK LB

Return to Counter Customer

EXHIBIT "A" (2 of 3)

EXHIBIT A

SKETCH OF EASEMENT
VARIABLE WIDTH FRANCHISE UTILITY



SEE SHEET 2 FOR EASEMENT CURVE TABLE

0 50 100

SCALE: 1" = 100'

WOLVERINE BUILDING COMPANY
14955 TECHNOLOGY DRIVE
SHELBY TOWNSHIP, MI 48315

SHEET 1 OF 2
MAY 10, 2022
2017-214

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2017\2017-214 WILLOW GROVE TROY - JBT\SURVEY-DEPT\17214ESMT\DWG\17214-ESMT-FRAN-UTIL.dwg LR

EXHIBIT A

SKETCH OF EASEMENT

LEGAL DESCRIPTION
(PER PEA GROUP)

OVERALL PARCEL – PART OF PARCEL NO. 20–11–201–001

A parcel of land over part of the Northeast 1/4 of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 corner of said Section 11; thence along the north line of said Section 11, S89°51'52"E, 33.00 feet; thence S00°27'22"E, 60.00 feet to the south line of Square Lake Road (60 foot half width) and the POINT OF BEGINNING;
thence along said north line, S89°51'52"E, 407.12 feet to the westerly line of "Oak Forest Condominium", OCCP No. 2036, as recorded in Liber 48034, Page 317, Oakland Count Records;
thence along said westerly line, S00°27'22"E, 930.00 feet to a northerly line of said condominium;
thence along said northerly line and the extension thereof, N89°51'52"W, 407.12 feet to the east line of Willow Grove Drive (33 foot half width); thence along said east line, N00°27'22"W, 930.00 feet to the aforementioned south line of Square Lake and the POINT OF BEGINNING.
Containing 8.69 acres of land, more or less.

LEGAL DESCRIPTION
(PER PEA GROUP)

VARIABLE WIDTH FRANCHISE UTILITY EASEMENT 20-11-201-001pt

A variable width franchise utility easement over part of the Northeast 1/4 of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 11; thence along the north line of said section, S89°51'52"E, 33.00 feet; thence S00°27'22"E, 60.00 feet to the south line of Square Lake Road (60 foot half width); thence along the east line of Willow Grove Drive (33 foot half width), S00°27'22"E 566.14 feet to the POINT OF BEGINNING;

thence along the centerline of a 10 foot wide easement, N89°32'32"E, 211.05 feet;
thence N00°27'28"W, 398.48 feet;
thence N46°49'31"E, 63.23 feet;
thence N86°03'26"E, 49.08 feet;
thence S61°57'10"E, 10.60 feet;
thence S30°57'57"E, 44.99 feet;
thence 104.06 feet along an arc of a curve to the right, having a radius of 61.00 feet and a chord that bears S18°02'13"W, 91.89 feet;
thence 28.49 feet along an arc of a curve to the left, having a radius of 56.00 feet and a chord that bears S52°19'54"W, 28.19 feet;
thence continuing along the centerline of a 6 foot wide easement, S00°27'28"E, 278.90 feet;
thence S11°42'28"E, 17.10 feet;
thence S00°27'28"E, 30.17 feet;
thence S34°32'32"W, 44.44 feet;
thence S66°55'50"W, 37.94 feet;
thence S89°48'00"W, 33.61 feet;
thence N67°57'28"W, 11.36 feet;
thence S89°35'15"W, 185.77 feet to the POINT OF ENDING.

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	104.06'	61.00'	97°44'32"	S18°02'13"W	91.89'
C2	28.49'	56.00'	29°09'09"	S52°19'54"W	28.19'

WOLVERINE BUILDING COMPANY
14955 TECHNOLOGY DRIVE
SHELBY TOWNSHIP, MI 48315

0 50 100
SCALE: 1" = 100'

SHEET 2 OF 2
MAY 10, 2022
2017-214

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2017\2017-214 WILLOW GROVE TROY - JBT\SURVEY-DEPT\17214ESMT\DWG\17214-ESMT-FRAN-UTIL.dwg LR

PERMANENT EASEMENT
FOR FRANCHISE AND MUNICIPAL PUBLIC UTILITIES

Sidwell #88-20-11-201-001 (pt)

GLEN ARBOR BUILDING, LLC, a Michigan limited liability company, Grantor, whose address 5232 22 Mile, Shelby Twp, MI 48317, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise and municipal public utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 11 day of January A.D. 2024.

Glen Arbor Building, LLC, a Michigan limited liability company

By _____(L.S.)
Zef Berishaj
Its: Manager

STATE OF MICHIGAN)
COUNTY OF Macomb)

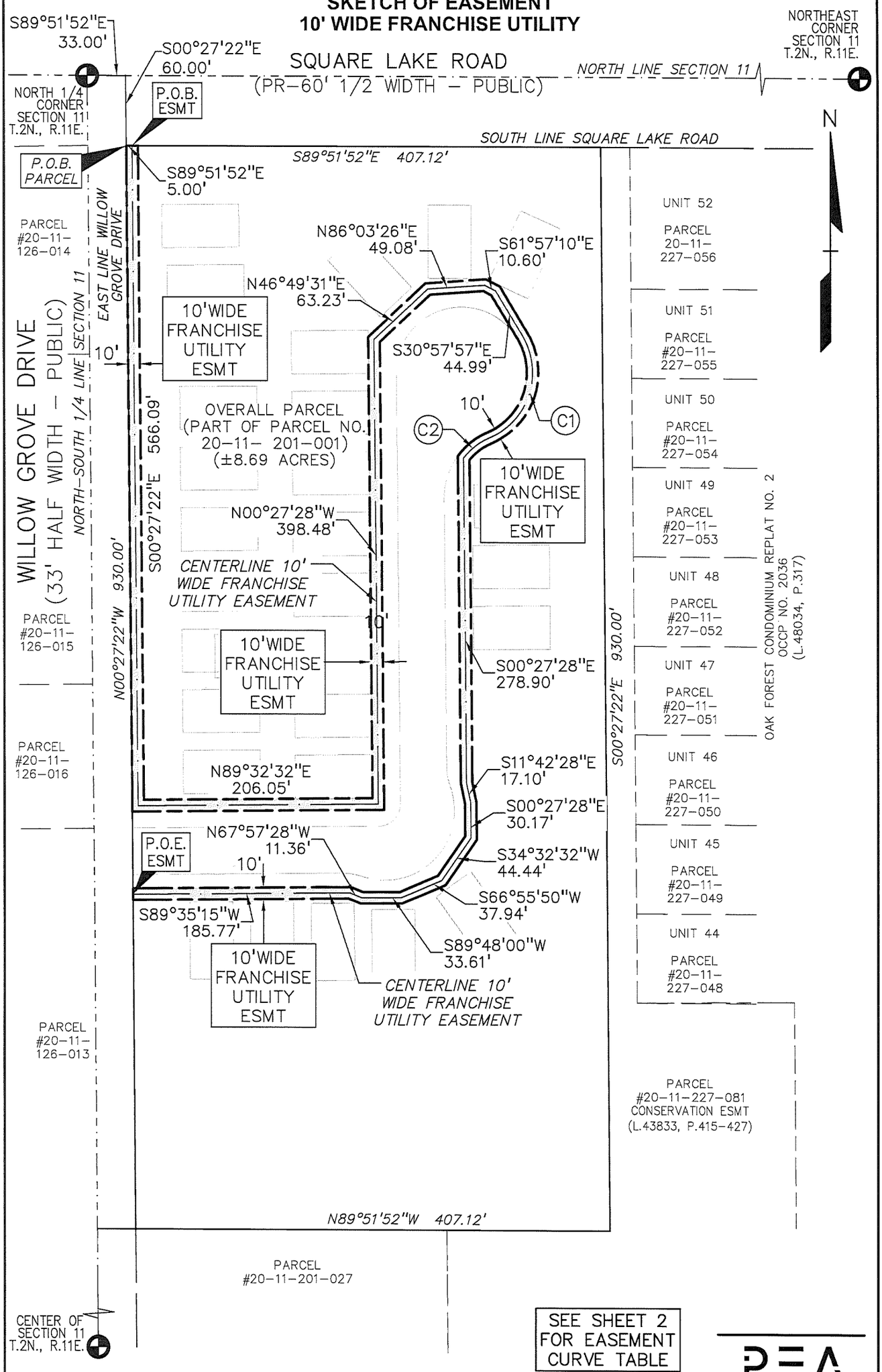
The foregoing instrument was acknowledged before me this 11 day of January, 2024, by Zef Berishaj, Manager of Glen Arbor Building, LLC, a Michigan limited liability company, on behalf of the company.

LIZA BERISHAJ
NOTARY PUBLIC
MACOMB
My Commission Expires
APRIL 10, 2027
Acting in the County of
STATE OF MI

Liza Berishaj
*
Notary Public, Macomb County, Michigan
My Commission Expires April 10, 2027
Acting in Macomb County, Michigan

EXHIBIT "A"

SKETCH OF EASEMENT
10' WIDE FRANCHISE UTILITY



SEE SHEET 2 FOR EASEMENT CURVE TABLE

WOLVERINE BUILDING COMPANY
14955 TECHNOLOGY DRIVE
SHELBY TOWNSHIP, MI 48315

0 50 100
SCALE: 1" = 100'

SHEET 1 OF 2
DEEMBER 15, 2023
2017-214

PEA GROUP
t: 844.813.2949
www.peagroup.com

EXHIBIT "A" cont'd

SKETCH OF EASEMENT

LEGAL DESCRIPTION
(PER PEA GROUP)

OVERALL PARCEL – PART OF PARCEL NO. 20–11–201–001

A parcel of land over part of the Northeast 1/4 of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, being more particularly described as:

Commencing at the North 1/4 corner of said Section 11; thence along the north line of said Section 11, S89°51'52"E, 33.00 feet; thence S00°27'22"E, 60.00 feet to the south line of Square Lake Road (60 foot half width) and the POINT OF BEGINNING;
thence along said north line, S89°51'52"E, 407.12 feet to the westerly line of "Oak Forest Condominium", OCCP No. 2036, as recorded in Liber 48034, Page 317, Oakland Count Records;
thence along said westerly line, S00°27'22"E, 930.00 feet to a northerly line of said condominium;
thence along said northerly line and the extension thereof, N89°51'52"W, 407.12 feet to the east line of Willow Grove Drive (33 foot half width); thence along said east line, N00°27'22"W, 930.00 feet to the aforementioned south line of Square Lake and the POINT OF BEGINNING.
Containing 8.69 acres of land, more or less.

LEGAL DESCRIPTION
(PER PEA GROUP)

10' WIDE FRANCHISE UTILITY EASEMENT

A 10 foot wide franchise utility easement over part of the Northeast 1/4 of Section 11, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the North 1/4 Corner of said Section 11; thence along the north line of said section, S89°51'52"E, 33.00 feet; thence S00°27'22"E, 60.00 feet to the south line of Square Lake Road (60 foot half width); thence along said south line, S89°51'52"E, 5.00 feet to the POINT OF BEGINNING;
thence along the centerline of a 10 foot wide easement, S00°27'22"E, 566.09 feet;
thence N89°32'32"E, 206.05 feet;
thence N00°27'28"W, 398.48 feet;
thence N46°49'31"E, 63.23 feet;
thence N86°03'26"E, 49.08 feet;
thence S61°57'10"E, 10.60 feet;
thence S30°57'57"E, 44.99 feet;
thence 104.06 feet along an arc of a curve to the right, having a radius of 61.00 feet and a chord that bears S18°02'13"W, 91.89 feet;
thence 28.49 feet along an arc of a curve to the left, having a radius of 56.00 feet and a chord that bears S52°19'54"W, 28.19 feet;
thence S00°27'28"E, 278.90 feet;
thence S11°42'28"E, 17.10 feet;
thence S00°27'28"E, 30.17 feet;
thence S34°32'32"W, 44.44 feet;
thence S66°55'50"W, 37.94 feet;
thence S89°48'00"W, 33.61 feet;
thence N67°57'28"W, 11.36 feet;
thence S89°35'15"W, 185.77 feet to the east line of Willow Grove Drive (33 foot half width) and the POINT OF ENDING.

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	104.06'	61.00'	97°44'32"	S18°02'13"W	91.89'
C2	28.49'	56.00'	29°09'09"	S52°19'54"W	28.19'

WOLVERINE BUILDING COMPANY
14955 TECHNOLOGY DRIVE
SHELBY TOWNSHIP, MI 48315

0 50 100
SCALE: 1" = 100'

SHEET 2 OF 2
DEEMBER 15, 2023
2017-214

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2017\2017-214 WILLOW GROVE TROY - JST\SURVEY-DEPT\17214ESMT\DWG\17214-ESMT-FRAN-UTIL.dwg LR\EH

J-10

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 23, 2024

To: Honorable Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert F. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Planning Director
Julie Quinlan Dufrane, Assistant City Attorney

Subject: FIRST AMENDMENT TO CONDITIONAL REZONING AGREEMENT BETWEEN CITY OF TROY AND MNK TROY 1 LLC, located East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031).

MNK Troy 1 LLC is seeking a one-year extension of a Conditional Rezoning Agreement approved by Council on June 14, 2021. As specified in Troy's zoning ordinance, the conditional rezoning agreements are valid for two years. In this case, although the agreement was approved in June, the developer didn't do the necessary recording until February 2, 2022, which is now the effective date of the Conditional Rezoning Agreement. A copy of the recorded document is attached. As with any Conditional Rezoning, in contrast to a straight rezoning, a developer voluntarily offers conditions that the City accepts. This type of development is intended to provide predictability and reduce the potential negative impacts of the development on neighboring properties. In this case, the developer wanted to have the subject parcel rezoned from R-1C, RT, and EP to RT. The developer, MNK Troy 1 LLC, worked closely with the abutting neighbors to ensure that their concerns about the proposed development were addressed in the Agreement.

Under the express terms of the agreement, the developer's ability to further pursue this development without going through another rezoning request process expires on February 2, 2024. There is a provision that would allow for City Council, in its' sole discretion, to extend the agreement if the developer persuades Council that he has diligently pursued the proposed development, and that there has been substantial completion, in accordance with permits issued by the City. In his request for a one year extension under this provision, the developer reports that "unprecedented" market conditions, including high interest rates, labor shortages, bank failures, and supply chain disruptions, have all had a devastating impact on the construction industry, especially "small builders" like MNK Troy 1 LLC. The developer also provided the following list, incorporated in the proposed First Amended Conditional Rezoning Agreement, of ways it believes it has diligently pursued completion of the project:

1. Completed construction engineering and City approvals
2. Completed architectural construction drawings and obtained City approval

3. Substantially completed Master Deed documents
4. A substantial number of city permits have been taken out since the recording of the Conditional Rezoning Agreement
5. Completed tree removal from Development Parcels
6. Completed environmental inspection
7. Completed house demolition from Development Parcels
8. All state permits and approvals, including soil erosion permit, have been pursued
9. MNK Troy 1 LLC has expended significant funds upwards of several hundred thousand dollars, in order to complete the above progress towards substantial completion.
10. MNK Troy 1 LLC plans to commence construction within the upcoming year.

City Administration, including Community Development Director Brent Savidant, favors a one-year extension to this Conditional Rezoning Agreement, given the obstacles that the developer faced in the last two years, and in recognition that the developer's proposal in 2021, reflected in the Conditional Rezoning Agreement, includes conditions that were designed to address the significant input developer received from the residential neighbors.

Attachments:

1. Proposed First Amendment to Conditional Rezoning Agreement
2. Recorded Conditional Rezoning Agreement dated June 14, 2021
3. Minutes from City Council Meeting dated June 14, 2021
4. Carlisle Wortman Memo dated January 21, 2020

FIRST AMENDED CONDITIONAL REZONING AGREEMENT

THIS FIRST AMENDMENT TO CONDITIONAL REZONING AGREEMENT ("Agreement") is hereby entered by and between MNK Troy 1 LLC, 1052 Oaktree Lane, Bloomfield Hills, Michigan, 48304, ("Developer"), and the CITY OF TROY, MICHIGAN, a Michigan Municipal Corporation ("City"), on 500 W Big Beaver, Troy Michigan, 48084.

RECITALS

A. The Developer is currently the fee owner of real property located at 4516 and 4396 Rochester Road, Troy, Michigan.

B. The City and Developer entered into a Conditional Rezoning Agreement dated June 14, 2021 which was recorded with the Oakland County Register of Deeds on February 2, 2022 which is fully incorporated by reference and attached as (Exhibit A).

C. Pursuant to Section 6.2 of the Conditional Rezoning Agreement, the approval is set to expire on February 2, 2024.

D. MNK Troy 1 LLC seeks a one-year extension of the Conditional Rezoning Agreement and recites as follows the diligence it has performed to comply with the Agreement and Section 6.2:

1. Completed construction engineering and City approvals
2. Completed architectural construction drawings and City approvals
3. Substantially completed Master Deed documents
4. A Substantial amount of City permits have been requested since the recording of this Agreement
5. Completed tree removal from Development Parcels
6. Completed environmental inspection
7. Completed house demolition from Development Parcels
8. Pursued all state permits and approvals, including soil erosion permit

9. MNK Troy 1 LLC has expended significant funds upwards of several hundred thousand dollars, in order to complete the above progress towards substantial completion.
10. Unprecedented developments in market conditions, lending trends in new construction, high interest rates, labor shortages, bank failures and supply chain disruptions have all had a devastating impact on the construction industry. These developments have especially impacted small builders like MNK Troy 1 LLC.
11. MNK Troy 1 LLC plans to commence construction within the upcoming year.
12. Due to the above progress towards substantial completion in accordance with the Troy Zoning Ordinance and this Agreement, MNK Troy 1 LLC requests a one (1) year extension of this Agreement.

E. The City, by action of its City Council at its meeting of January 29, 2024, passed a Resolution agreeing to extend conditional rezoning approval by one year.

NOW, THEREFORE, MNK Troy 1 LLC and the City agree to amend the Conditional Rezoning Agreement as follows:

AGREEMENT

In consideration of the foregoing and by mutual agreement, the parties agree as follows:

1. Paragraph 6.2 shall be deleted and replaced with the following:

   6.2 Expiration. Conditional Rezoning approval shall expire one year from the new effective date of this agreement as set forth in section 7.3. MNK Troy 1 LLC may seek another one year extension so long as it demonstrates that progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have sole discretion to determine if progress has been diligently pursued by MNK Troy 1 LLC. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

2. Paragraph 7.3 shall be deleted and amended as follows:

   7.3 Effective Date. The effective date of this Amended Conditional Rezoning Agreement is (10) ten days after the date on which the Troy City Council passes a Resolution granting the extension, identified in Recital E above.

3. Paragraph 9.3 shall be amended as follows:

9.3 **Recording.** This Amended Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds within (10) ten days after approval of the extension granted by the Troy City Council at the expense of MNK Troy 1 LLC. MNK Troy 1 LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

4. Except as otherwise specifically amended above, all terms and conditions of the Conditional Rezoning Agreement entered into by the parties on June 14, 2021 are reaffirmed and ratified and shall remain in full force effect as of the date of this Amendment. If there is any dispute between the Conditional Rezoning Agreement and this First Amended Conditional Rezoning Agreement, then this First Amended Conditional Rezoning Agreement shall control followed in turn by the Troy Zoning Ordinance.

MNK Troy 1, LLC

_____ By:_____
Witness Arti Mangla
Its: Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amended Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2024, by Arti Mangla as Managing Member of MNK Troy 1, LLC.

_____
_____, Notary Public
_____ County,
Acting in Oakland County
My Commission Expires: _____

Signatures continued on next Page

CITY OF TROY, MICHIGAN,
a Michigan municipality

_____ By:_____
Witness Ethan Baker
Its: Mayor

_____ By: _____
Witness M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amended Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2024, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amended Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2024, by M. Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

Prepared by and when recorded return to:

Troy City Clerk
500 W. Big Beaver Road
Troy, MI 48084

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2022 FEB -2 PM 1:24

310960 Liber 57394 Page 26 thru 43
2/2/2022 1:33:08 PM Receipt #000246901
$21.00 Misc Recording
$4.00 Remonumentation
$5.00 Automation
$0.00 Transfer Tax
UCC #
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT ("Agreement") is hereby entered by and between MNK Troy 1 LLC, 1052 Oaktree Lane, Bloomfield Hills, Michigan, 48304, ("Developer"), and the CITY OF TROY, MICHIGAN, a Michigan Municipal Corporation ("City"), on 500 W Big Beaver, Troy Michigan, 48084 18P

RECITALS

A The Developer is currently the fee owner of real property located at 4516 and 4396 Rochester Road, Troy, Michigan, more specifically described on Exhibit A attached hereto ("Development Parcels")

B The Developer intends to improve and develop the Development Parcels as an attached single family townhome community, and to facilitate this development, the Developer desires to have the Development Parcels re-zoned from RT, R1-C and EP to RT under the Troy Zoning Ordinance

C The Developer has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended

E This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA §125 3405, as amended

F The City, by action of its City Council at its meeting of 6/14/2021, has accepted the offer of the Developer to enter into this Conditional Rezoning Agreement

NOW, THEREFORE, MNK Troy 1 LLC and the City for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows

Return to: Counter Customer

OK LB

ARTICLE 1
DEFINITIONS AND COVENANTS

1 1 "Commencement Date" means the date of June 24, 2021, which is ten (10) days after the acceptance of the conditional rezoning offer by the City

1 2 "Conditional Rezoning Agreement" shall mean Chapter 39, Section 16 04 of the City's Zoning Ordinance, as amended, this Agreement, including the offered conditions, see Article 3

1 2 "Improvements" means (a) acquisition of building permits, or (b) submission of required site bonds to the City, or (c) on-site improvements such as site grading, in-ground utility changes, and building staking

1 3 "Troy Zoning Ordinance" means Chapter 39 of the Code of Ordinances of the City of Troy

1 4 "Zoning Enabling Act" means State of Michigan's Act 110 of the Public Acts of 2006, as amended (MCLA §125 3101, et seq , as amended)

ARTICLE 2
DESCRIPTION OF DEVELOPMENT

2 1 **Development Description.** The development involves the construction of an attached single family townhome community consisting of no more than 32 units in eight buildings on the Development Parcels as shown in the concept only sketch in Exhibit B attached hereto

2 2 **Development Parcel.** The Property is described on Exhibit A, attached hereto and also constitutes the entire property covered by this Agreement

2 3 **Current Ownership of Property.** The Property is currently owned by MNK Troy 1 LLC

2 4 **Concept Plan.** No drawings or other submittals for the Property have been approved by the City Developer has submitted a concept plan, Exhibit B, which is non-binding on either party

ARTICLE 3

CONDITIONS FOR REZONING

3 1 Voluntary Conditions Under § 405 of the Michigan Zoning Enabling Act, Developer voluntarily offers and agrees to be bound by the following uses and restrictions as a condition to rezoning approval

a MNK Troy 1 LLC intends to develop and improve the Property in accordance with the concept plan that was submitted and recommended for approval by the Troy Planning Commission resolution adopted at its January 28, 2020 meeting, and as adopted by the City Council on June 14, 2021 However, the parties understand that the concept plan as submitted is not binding on either party MNK Troy 1 LLC intends to submit site plans in accordance with the City's Zoning Ordinance which will then be reviewed by City Administration and Planning Commission in the usual course

b The Development shall meet all requirements for the RT Zoning District under Section 4 07 of the Troy Zoning Ordinance

c An Open Space Preservation Easement shall be submitted to the Troy City Council for acceptance and approval prior to final site plan approval The easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0 93 acres) This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels as depicted in the attached concept only sketch (Exhibit B)

d The detention basin shall be designed to store water for a limited time after a storm event and shall otherwise remain dry per engineering design

e Building materials shall consist of durable low maintenance or maintenance free materials, examples include but are not limited to brick, asphalt shingles, and plank siding A variety of color palates will also be offered during the site plan review process which will be reviewed by the Troy Planning Commission

f Each unit shall include a 2-car garage

g A minimum of 9-guest parking spaces shall be provided

h In addition to the required open space buffer between this project and the abutting properties zoned R-1C, additional screening shall

be provided along 250-feet of the southern property line as per Exhibit B

i No exterior refuse containers shall be proposed Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days

j The Development shall include a maximum of 8 buildings and 32 individual units

k For the purpose of eliminating potential headlight glare affecting the homes on the north side of the property, specifically those homes located at 1016, 1030, and 1044 Shallowdale, a building will be placed at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit B or a similar configuration This building shall meet the following requirements

1 The building setback shall be a minimum of 35 feet from the north boundary line of the parcel,
2 The front entrance of all building units shall face North, and
3 The garage entrance of all building units shall face south

l To enhance screening of the Open Space Preservation Easement, 3 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond

3 2 **Representation.** MNK Troy 1 LLC represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions set forth in this Agreement

3 3 **Expiration.** MNK Troy 1 LLC shall be subject to the expiration of the provisions of Section 16 04 E of the Troy Zoning Ordinance and Section 6 2 of this Agreement

ARTICLE 4

REZONING

4 1 **Resolution and Zoning Map Amendment.** Directly after City Council's approval of this Agreement, City Council shall pass a Resolution rezoning the Development Parcels from RT, R1-C, and EP zoning to RT zoning That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Agreement The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk

ARTICLE 5
DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5 1 **Right to Develop.** MNK Troy 1 LLC shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement once the City has approved the site plan Final Site Plan Approval shall be in accordance with the City's Zoning Ordinance and this Agreement If development and/or actions are undertaken on or with respect to the Property in violation of this Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se In such cases, the City may issue a stop work order relative to the Property and seek any other lawful remedies Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance

5 2 **Compliance with Agreement.** All development, use, and improvement of the Property shall be subject to and in accordance with this Conditional Rezoning Agreement, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law

5 3 **Compliance with City Ordinances.** MNK Troy 1 LLC shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the Property, including signage

ARTICLE 6
THE CITY'S RIGHTS AND OBLIGATIONS

6 1 **Police Powers.** The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives

6 2 **Expiration.** Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City The City shall have the sole discretion to determine if progress has been diligently pursued by MNK Troy 1 LLC The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development

6 3 **Enforcement.** The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in this Agreement

6 4 **Non-Compliance.** If MNK Troy 1 LLC is not developing the Property in compliance with this Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development

ARTICLE 7
GENERAL PROVISIONS

7 1 **The City's Representations and Warranties.** The City represents and warrants to MNK Troy 1 LLC as follows

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

b **Transfer of Ownership.** The transfer of title of the Property from MNK Troy 1 LLC to an entity in which the principals of MNK Troy 1 LLC do have an ownership interest, if such transfer is made prior to substantial completion of the Improvements, shall not constitute an event of default under this Conditional Rezoning Agreement,

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

d **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with MNK Troy 1 LLC

e **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities and signage, and any amendments thereto submitted by MNK Troy 1 LLC to achieve the purposes of this Conditional Rezoning Agreement

f **Use.** The intended land use for the Property is a permissible use under the Troy Zoning Code and Troy Master Plan

g **Validity of Use.** In the event that the Troy Zoning Code is amended such that the use provided for in this Agreement for the Property are no longer permitted uses of right, the use provided for in this Agreement and continuation of those uses shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 14 of the Zoning Ordinances

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

i **Disclosure** No representation or warranty by the City, or any statement or certificate furnished to MNK Troy 1 LLC pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading

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

7 2 **MNK Troy 1 LLC's Representations and Warranties**. MNK Troy 1 LLC represents and warrants to the City as follows

a **Organization** MNK Troy 1 LLC has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement

b **Authorization** The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by MNK Troy 1 LLC

c **Restraints** Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, MNK Troy 1 LLC's organizational documents, or any agreement to which MNK Troy 1 LLC is a party or by which it is bound

d **Disclosure** No representation or warranty by MNK Troy 1 LLC, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading

e **Litigation** MNK Troy 1 LLC has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect MNK Troy 1 LLC or its principals from carrying out the covenants and promises made herein

f **Financial** MNK Troy 1 LLC is financially able to develop the Property

g **Compliance with Laws**. MNK Troy 1 LLC shall comply with all Laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property

7 3 **Effective Date**. The effective date of this Conditional Agreement is ten (10) days after the date the Troy City approves the rezoning, or on the date the Agreement is recorded with the Oakland County Register of Deeds, whichever date is later

ARTICLE 8
NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City, and MNK Troy LLC 1 and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows

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

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

To MNK Troy 1 LLC
MNK Troy 1, LLC
1052 Oaktree Lane
Bloomfield Hills, Michigan 48304
Telephone (248) 895-5564
Email Arti@premiumdevgroup com

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

ARTICLE 9
MISCELLANEOUS

9 1 **Non-Liability of City, Officials and Employees.** No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to MNK Troy

1 LLC for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party

9 2 **Successors/Provisions Running With the Land.** This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns The provisions of Sections 3 1 and 5 1 of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property

9 3 **Recording.** This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of MNK Troy 1 LLC MNK Troy 1 LLC shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers

9 4 **Complete Agreement.** This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement and it may not be amended or its terms varied except in writing and signed by the required parties

9 5 **Conflicts.** In the event of conflict between the provisions of this Conditional Rezoning Agreement and the provision of the Troy Zoning Code, the provisions of this Agreement shall prevail in the following order (i) this Agreement, (ii) the final site plan, (iii) Chapter 39, Section 16 04 of the City's Zoning Ordinance

9 6 **Default Remedies of MNK Troy 1 LLC.** The City shall not be in default in any term or condition of this Agreement unless and until MNK Troy 1 LLC has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City has failed to commence the cure within such period and thereafter diligently pursued the cure In the event of a default, MNK Troy 1 LLC's sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Agreement

9 7 **Default Remedies of City.** MNK Troy 1 LLC shall not be in default in any term or condition of this Agreement unless and until the City has provided MNK Troy 1 LLC with written notice that MNK Troy 1 LLC has failed to comply with an obligation under this Agreement, and MNK Troy 1 LLC has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case MNK Troy 1 LLC has failed to commence the cure within such period and thereafter diligently pursued the cure In the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of MNK Troy 1 LLC pursuant to this Agreement

9 8 **Third-Party Beneficiaries.** No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder

9 9 **Severability.** The invalidity or any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law

9 10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition

9 11 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan MNK Troy 1 LLC agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Agreement MNK Troy 1 LLC also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those within Oakland County, Michigan Nothing hereunder shall be construed to limit or prohibit MNK Troy 1 LLC to petition or submit land use or zoning requests to the City after the Effective Date

9 12 **Reasonableness.** After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and shall not be permitted in the future to claim that the effect of the Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement 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 Agreement are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development

9 14 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart

MNK Troy 1, LLC

Witness

By _____
Arti Mangla
Its Managing Member

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this 14 day of June, 2021, by Arti Mangla as Managing Member of MNK Troy 1, LLC

CHERYL A. STEWART
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 03, 2026
Acting in the County of Oakland

_____
Cheryl A. Stewart, Notary Public
Oakland County,
Acting in Oakland County
My Commission Expires May 3, 2026

Signatures continued on next Page

CITY OF TROY, MICHIGAN,
a Michigan municipality

Witness

By _____
Ethan Baker
Its Mayor

Witness

By _____
M Aileen Dickson
Its Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this 14th day of June, 2021, by Ethan Baker on behalf of the City of Troy, a Michigan municipality

CHERYL A. STEWART
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 03, 2026
Acting in the County of Oakland

_____, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires May 3, 2026

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this 14th day of June, 2021, by M Aileen Dickson on behalf of the City of Troy, a Michigan municipality

CHERYL A. STEWART
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 03, 2026
Acting in the County of Oakland

_____, Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires May 3, 2026

Prepared by and when recorded return to

MNK Troy 1, LLC
c/o Artı Mangla
1052 Oaktree Lane
Bloomfield Hılls, Mıchıgan 48304

EXHIBIT 'A'

PROPERTY DESCRIPTION

Record Property Descriptions.

#20-14-301-031

T2N, R11E, SEC 14 SQUARE ACRES SUB N O 1 W 500 FT OF LOT 37 ALSO W 500 FT OF THAT PART OF LOT 38 DESC AS BEG AT NW LOT COR, TH S 89-53-15 E 1058 79 FT, TH S 00-36-30 E 128 35 FT, TH N 82-59-15 W 1068 14 FT TO BEG EXC W 15 FT OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER

#20-14-152-001

T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT W 1/4 COR, TH N 00-36-30 W 219 59 FT, TH S 89-47-15 E 325 FT, TH S 00-16-30 E 219 59 FT, TH N 89-47-15 W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD 1.26 A

As Surveyed Total Property Description.

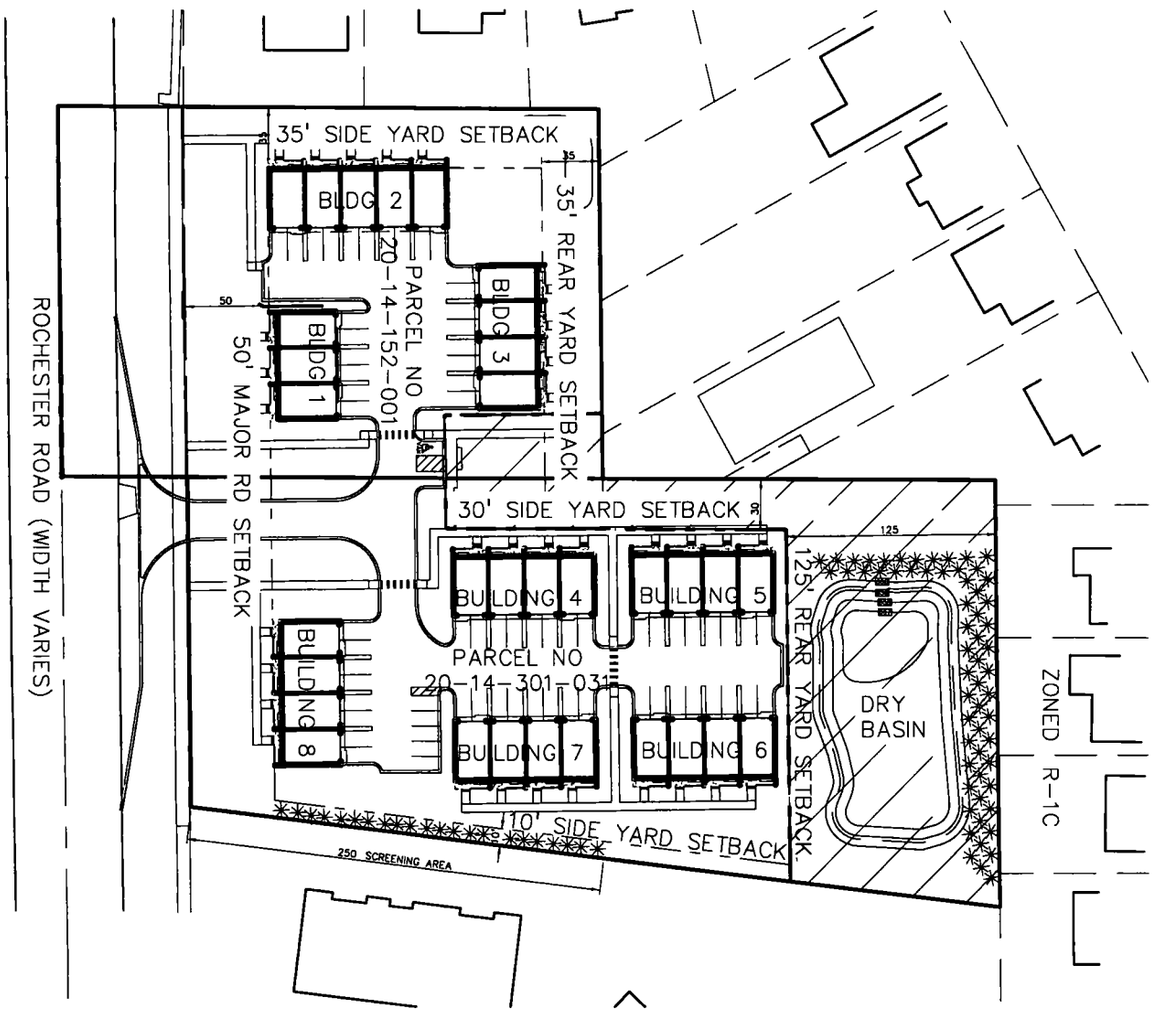
A parcel of land in the West 1/2 of Section 14, T 2N, R 11E, City of Troy, Michigan together with part of Lots 37 and 38, "Square Acres Sub No 1," as recorded in Liber 44, Page 48 of Oakland County Records described as, Beginning at the West 1/4 corner of Section 14, thence N 00°37'21"W, 219 59 feet along the west line of Section 14 and the centerline of Rochester Road to the SE corner of "Shallowbrook Sub," as recorded in Liber 144, Page 20 of Oakland County Records, thence along said "Shallowbrook Sub" the following three courses, S 89°47'15"E, 325.00 feet, S 00°37'21"E, 219 59 feet, S 89°47'15"E, 235 00 feet along the east/west 1/4 line of Section 14, thence S 00°37'57"E, 254 28 feet, thence N 82°58'45"W, 489 31 feet to a point on the 75 0 foot right of way of Rochester Road, thence along said line N 00°37'47"W, 196.26 feet to a point on the east/west 1/4 line of Section 14; thence along said line N 89°47'15"W, 75 01 feet to the Point of Beginning and containing 4 146 acres.

PROPERTY ADDRESS

20-14-301-031 – 4396 ROCHESTER RD

20-14-152-001 – 4516 ROCHESTER RD

EXHIBIT B



JUNE 7, 2021

500 West Big Beaver
Troy, MI 48084
troymi gov

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
RESOLUTION

At a Regular meeting of the Troy City Council held on Monday, June 14, 2021, the following Resolution was passed

---

E-1 Conditional Rezoning (CR JPLN2019-001) – Proposed MNK Troy 1, LLC, East Side of Rochester Road, South of Shallowdale, Parcel #88-20-14-152-001 and #88-20-14-301-031), Section 14, From R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District *(Introduced by: R. Brent Savidant, Community Development Director)*

The Mayor opened the Public Hearing for public comment
The Mayor closed the Public Hearing after receiving no public comment

Resolution #2021-06-093
Moved by Hamilton
Seconded by Chamberlain-Creangă

WHEREAS, The City is in receipt of a proposed rezoning request from R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District, and,

WHEREAS, The subject property to be rezoned, located on the east side of Rochester Road, south of Shallowdale, parcels 88-20-14-152-001 and 88-20-14-301-031, being approximately 1 877 acres in size, and,

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16 04 of the City of Troy Zoning Ordinance, and,

WHEREAS, One of the conditions voluntarily submitted by the applicant was a concept sketch for a 32-unit condominium development, and,

WHEREAS, Future development of the subject property will require Preliminary Site Plan Approval by the Planning Commission, at which time the application shall be required to meet all Zoning Ordinance standards and all voluntarily offered conditions, and,

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission by a 8-0 vote, and,

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan, and,

WHEREAS, The proposed rezoning meets the Standards for Rezoning Approval listed in Section 16 03 C of the City of Troy Zoning Ordinance, and,

WHEREAS, The proposed site design mitigates potential impacts on adjacent properties

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1C, RT and EP Districts to RT District Conditional Rezoning Agreement and related attachments

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**

Yes All-7
No None

MOTION CARRIED

I, M Aileen Dickson, duly appointed City Clerk of the City of Troy, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Fourteenth day of June, 2021

M Aileen Dickson, MMC, MiPMC II
City Clerk

Mayor Baker 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, June 14, 2021, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:30 PM.

B. ROLL CALL:

a) Mayor Ethan Baker
Edna Abrahim
Mayor Pro Tem Theresa Brooks
Rebecca A. Chamberlain-Creangă
Ann Erickson Gault
David Hamilton
Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 **Proclamation in Recognition and Appreciation of the Troy Garden Club on Their 50th Anniversary *(Presented by: Mayor Ethan Baker)***

C-2 **Proclamation for Posttraumatic Stress Disorder Awareness Month – June, 2021 *(Presented by: Mayor Ethan Baker)***

D. CARRYOVER ITEMS:

D-1 **No Carryover Items**

E. PUBLIC HEARINGS:

E-1 **Conditional Rezoning (CR JPLN2019-001) – Proposed MNK Troy 1, LLC, East Side of Rochester Road, South of Shallowdale, Parcel #88-20-14-152-001 and #88-20-14-301-031), Section 14, From R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District *(Introduced by: R. Brent Savidant, Community Development Director)***

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving no public comment.

Resolution #2021-06-093
Moved by Hamilton
Seconded by Chamberlain-Creangă

WHEREAS, The City is in receipt of a proposed rezoning request from R-1C (One Family Residential), RT (One Family Attached Residential) and EP (Environmental Protection) Districts to RT (One Family Attached Residential) District; and,

WHEREAS, The subject property to be rezoned, located on the east side of Rochester Road, south of Shallowdale, parcels 88-20-14-152-001 and 88-20-14-301-031, being approximately 1.877 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as described in the Conditional Rezoning Agreement and related attachments, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, One of the conditions voluntarily submitted by the applicant was a concept sketch for a 32-unit condominium development; and,

WHEREAS, Future development of the subject property will require Preliminary Site Plan Approval by the Planning Commission, at which time the application shall be required to meet all Zoning Ordinance standards and all voluntarily offered conditions; and,

WHEREAS, The conditional rezoning was recommended for approval by the Planning Commission by a 8-0 vote; and,

WHEREAS, The proposed rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The proposed rezoning meets the Standards for Rezoning Approval listed in Section 16.03.C of the City of Troy Zoning Ordinance; and,

WHEREAS, The proposed site design mitigates potential impacts on adjacent properties.

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1C, RT and EP Districts to RT District Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

BE IT FINALLY RESOLVED, The City of Troy Zoning District Map is hereby **AMENDED**.

Yes: All-7
No: None

MOTION CARRIED

E-2 Preliminary Site Plan Review (File Number SP2020-0013) – Proposed The Meadows of Troy (One Family Residential Cluster), East of John R, North of Square Lake (Parcel #88-20-01-300-016), Section 01, Currently Zoned R-1D (One Family Residential) District *(Introduced by: R. Brent Savidant, Community Development Director)*

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving comment from Chuck Shepherd, Mary Bogush, and Tina Catron.

Resolution #2021-06-094

Moved by Hamilton
Seconded by Hodorek

WHEREAS, The City is in receipt of a proposed preliminary site plan application for The Meadows of Troy, a 31-unit detached single family condominium One Family Cluster development; and,

WHEREAS, The base density under the R-1D (One-Family Residential) District as determined by the submission of a parallel plan is 25 units; and,

WHEREAS, In exchange for 6 additional units above the base density established by the parallel plan, the applicant is providing 30% open space, for a total of 31 units; and,

WHEREAS, The cluster development better protects the site's natural resources than if the site were not developed as a cluster; and,

WHEREAS, The cluster development better protects the adjacent properties than if the site were not developed as a cluster; and,

WHEREAS, The cluster development is compatible with adjacent properties; and,

WHEREAS, The site can be adequately served with municipal water and sewer; and,

WHEREAS, The applicant is providing a public parking lot and trail head to provide access to the Troy School District property; and,

WHEREAS, The applicant is providing a housing product with first floor master bedroom and bath, a housing type desired by the community; and,

WHEREAS, The proposed cluster development was recommended for approval by the Planning Commission by a 5-4 vote;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed The Meadows of Troy Site Condominium, 31-units/lots, located on the north side of Square Lake, east of John R, Section 1, currently zoned R-1D (One Family Residential) District, subject to the following:

1. Provide a new wetland assessment or extension from EGLE.
2. Provide a maintenance agreement for the public parking lot.
3. Provide easement over Turtle Woods Drive for access to the public parking lot.

Yes: All-7
No: None

MOTION CARRIED

The Meeting **RECESSED** at 9:36 PM.

The Meeting **RECONVENED** at 9:41 PM.

F. PUBLIC COMMENT:

There was no one wishing to provide public comment.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – None

a) Mayoral Nominations: None

b) City Council Nominations: None

I-3 No Closed Session Requested

I-4 Confirmation of Appointment of Renee Hazen to City Treasurer *(Introduced by: Robert J. Bruner, Assistant City Manager)*

Resolution #2021-06-095
Moved by Baker
Seconded by Abrahim

WHEREAS, The City Manager has the authority to appoint the City Treasurer with confirmation by the City Council Under Section 3.9 of the City Charter; and,

WHEREAS, The City Manager certified the eligibility of Renee Hazen as City Treasurer;

THEREFORE, BE IT RESOLVED, That Troy City Council **CONFIRMS** the City Manager's Appointment of Renee Hazen as City Treasurer effective of July 1, 2021.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2021-06-096-J-1a
Moved by Abrahim
Seconded by Hamilton

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as printed.

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2021-06-096-J-2

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

a) City Council Minutes-Draft – May 24, 2021

J-3 Proposed City of Troy Proclamations:

Resolution #2021-06-096-J-3

a) Proclamation in Recognition of Pastor Robert Cornwall for 13 Years of Service at Central Woodward Christian Church

J-4 Standard Purchasing Resolutions:

a) Standard Purchasing Resolution 3: Exercise Renewal Option – MITN Purchasing Cooperative – Catch Basin, Storm Water Pipe and Concrete Stabilization Program

Resolution #2021-06-096-J-4a

RESOLVED, That Troy City Council hereby **APPROVES** a one (1) year contract renewal to the low bidder, *Havener Properties LLC dba Havener Tech of Troy, MI,* for Injections to Stabilize Storm Water Catch Basins on an as-needed and as-scheduled basis as per the MITN cooperative bid hosted by City of Farmington Hills at the unit pricing listed below, but not to exceed budgetary limitations; contract expiring June 30, 2022.

ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1.	Injection stabilization of Storm Water Catch Basin	Each	$515.00
2.	Injection stabilization of Storm Water Pipe or Concrete Slab	Pound	$10.00
3.	Mobilization	Lump Sum	$0.00

b) Standard Purchasing Resolution 1: Award to Sole Bidder – Pump Repair and Emergency Repair Services – Indoor and Outdoor Pools and Stormwater Detention Basin Pump Stations

Resolution #2021-06-096-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with an option to renew for two (2) additional years to the sole bidder meeting specifications, *Kennedy Industries of Wixom, MI,* for Pump Repair and Emergency Services on an as-needed basis at the Troy Family Aquatic Center, Troy Community Center and Stormwater Detention Basin Pump Stations, at unit prices contained in the bid tabulation opened June 3, 2021; contracts to expire June 30, 2026.

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

c) Standard Purchasing Resolution 4: H-GAC Cooperative Purchasing Program – Ladder Truck for the Fire Department

Resolution #2021-06-096-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Apollo Fire Equipment of Romeo, MI,* the local authorized dealer in Michigan for Sutphen, for the purchase of one (1) Sutphen SLR75 Ladder Truck from *Sutphen Corporation of Dublin, OH* for an estimated total cost of $894,239.47 as detailed in the attached proposal and as per the H-GAC Cooperative Purchasing Contract #FS12-19.

d) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Program – Air Tender Truck for the Fire Department

Resolution #2021-06-096-J-4d

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Apollo Fire Equipment of Romeo, MI,* the local authorized dealer in Michigan for Hackney, for the purchase of one (1) Hackney Air Tender vehicle from *VT Hackney of Washington, NC* for an estimated total cost of $396,309 as detailed in the attached proposal and as per the Sourcewell Cooperative Purchasing Contract #022818-VTH.

e) Award Standard Purchasing Resolution 3: Exercise Renewal Option – Workers' Compensation Renewal

Resolution #2021-06-096-J-4e

RESOLVED, That Troy City Council **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of $658,217 for one (1) year and **AUTHORIZES** the City Attorney to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2022.

J-5 Request for Acceptance of Four Permanent Easements from GFA Development, Inc. – Sidwell #88-20-27-331-030 and -032

Resolution #2021-06-096-J-5

RESOLVED, That Troy City Council hereby **ACCEPTS** four permanent easements for storm sewers and surface drainage, and sidewalks from GFA Development, Inc., owner of the properties having Sidwell #88-20-27-331-030 and -032.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Request for Acceptance of a Warranty Deed and Permanent Easements from Regency of Troy, Sidwell #88-20-32-126-001

Resolution #2021-06-096-J-6

RESOLVED, That Troy City Council **ACCEPTS** a warranty deed for right-of-way and three permanent easements for storm sewers and surface drainage, emergency ingress/egress, and water mains from Troy Senior Leasing, LLC, owner of the property having Sidwell #88-20-32-126-001.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the warranty deed and permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):

a) Chapter 107 – Troy Traffic and Motor Vehicle Ordinance

L. COUNCIL REFERRALS:

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

L-1 No Council Referrals

M. REPORTS:

M-1 Minutes – Boards and Committees: None Submitted

a) Global Troy Advisory Committee-Final – November 18, 2020
b) Global Troy Advisory Committee-Final – December 16, 2020
c) Global Troy Advisory Committee-Final – January 13, 2021
d) Retiree Healthcare Benefits Plan & Trust Board-Final – February 10, 2021
e) Volunteer Firefighters' Incentive Plan & Trust Board of Trustees-Final – February 10, 2021
f) Global Troy Advisory Committee-Final – February 20, 2021
g) Employees' Retirement System Board of Trustees-Final – March 10, 2021

Noted and Filed

M-2 Department Reports:

a) Annual Reporting – Troy Local Development Finance Authority (LDFA)
b) Coronavirus State and Local Fiscal Recovery Funds

Noted and Filed

M-3 Letters of Appreciation: None Submitted

M-4 Proposed Proclamations/Resolutions from Other Organizations:

a) Oakland County Board of Commissioners Miscellaneous Resolution MR #21177 – Endorsement of Greenhouse Gas Emission Reduction Goals and Creation of Environmental Sustainability Evaluation Standards

Noted and Filed

N. COUNCIL COMMENTS:

N-1 Council Comments

Mayor Baker commented that Saturday was the Run for Nature 5k for the Troy Nature Center, and that Council Member Chamberlain-Creangă is now the fastest runner on City Council, taking home 1st Place of all women runners. He commented that the Nature Center did a really nice job of creating a safe and fun event.

Council Member Chamberlain-Creangă thanked Mayor Baker and Council Member Hamilton for getting her back into running races. She thanked the Troy Nature Society for putting on a great event.

Council Member Chamberlain-Creangă reminded everyone that residents have until this Friday to take the Master Plan survey. Go to www.troymi.gov for the survey link, or use the link on the

flyer created to advertise the survey. Even if you don't have a computer, you can contact the Planning Department for a paper copy of the survey by emailing masterplan@troymi.gov.

Council Member Hamilton commented that the groundbreaking for the Town Center Park occurred last week. He said the Park is scheduled to be completed in about 2.5 months.

Council Member Hamilton thanked Pastor Bob Cornwall for his service to the City of Troy and offered congratulations on his retirement.

Mayor Baker announced that tomorrow evening, the Troy Public Library is hosting a virtual Meet the Author event at 7:00 PM with special guest speaker, Karen Tumulty, author of The Triumph of Nancy Reagan.

Council Member Hamilton commented that the Troy Public Library is now open to the public and will begin their 7-day a week schedule starting July 12th.

O. CLOSED SESSION

O-1 No Closed Session

P. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:56 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2021 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2021 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 28, 2021 ..... Regular Meeting
July 12, 2021 ..... Regular Meeting
July 26, 2021 ..... Regular Meeting
August 9, 2021 ..... Regular Meeting
August 30, 2021 ..... Regular Meeting
September 13, 2021 ..... Regular Meeting
September 27, 2021 ..... Regular Meeting
October 11, 2021 ..... Regular Meeting
October 25, 2021 ..... Regular Meeting
November 8, 2021 ..... Regular Meeting
November 22, 2021 ..... Regular Meeting
December 6, 2021 ..... Regular Meeting
December 13, 2021 ..... Regular Meeting

Carlisle | Wortman
ASSOCIATES, INC.
117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: October 15, 2019
January 21, 2020

Conditional Rezoning Analysis
For
City of Troy, Michigan

Project Name: MNK Troy 1, LLC

Location: 4516 and 4396 Rochester Road

Current Zoning: RT, One-family Residential Attached; R-1C, One-family Residential; and EP, Environmental Protection

Proposed Rezoning: Conditional Rezoning to RT, One-family Residential Attached

Required Information: As provided within this review

PROJECT AND SITE DESCRIPTION

The applicant is proposing to rezone two parcels. The two parcels currently include split zoning of RT, One-family Residential Attached; R-1C, One-family Residential; and EP, Environmental Protection. The applicant has revised their application to seek approval to rezone the portion currently zoned EP, Environmental Protection to RT, Residential Attached. The previous application amended, but did not eliminate, the EP area. Thus, the applicant proposes to conditional rezone all portions of the two parcels to RT, One-family Residential Attached.

If rezoned, the applicant proposes to construct an attached residential development. On Page 8, of the applicant's November 21, 2019 report, the applicant notes the following voluntary conditions:

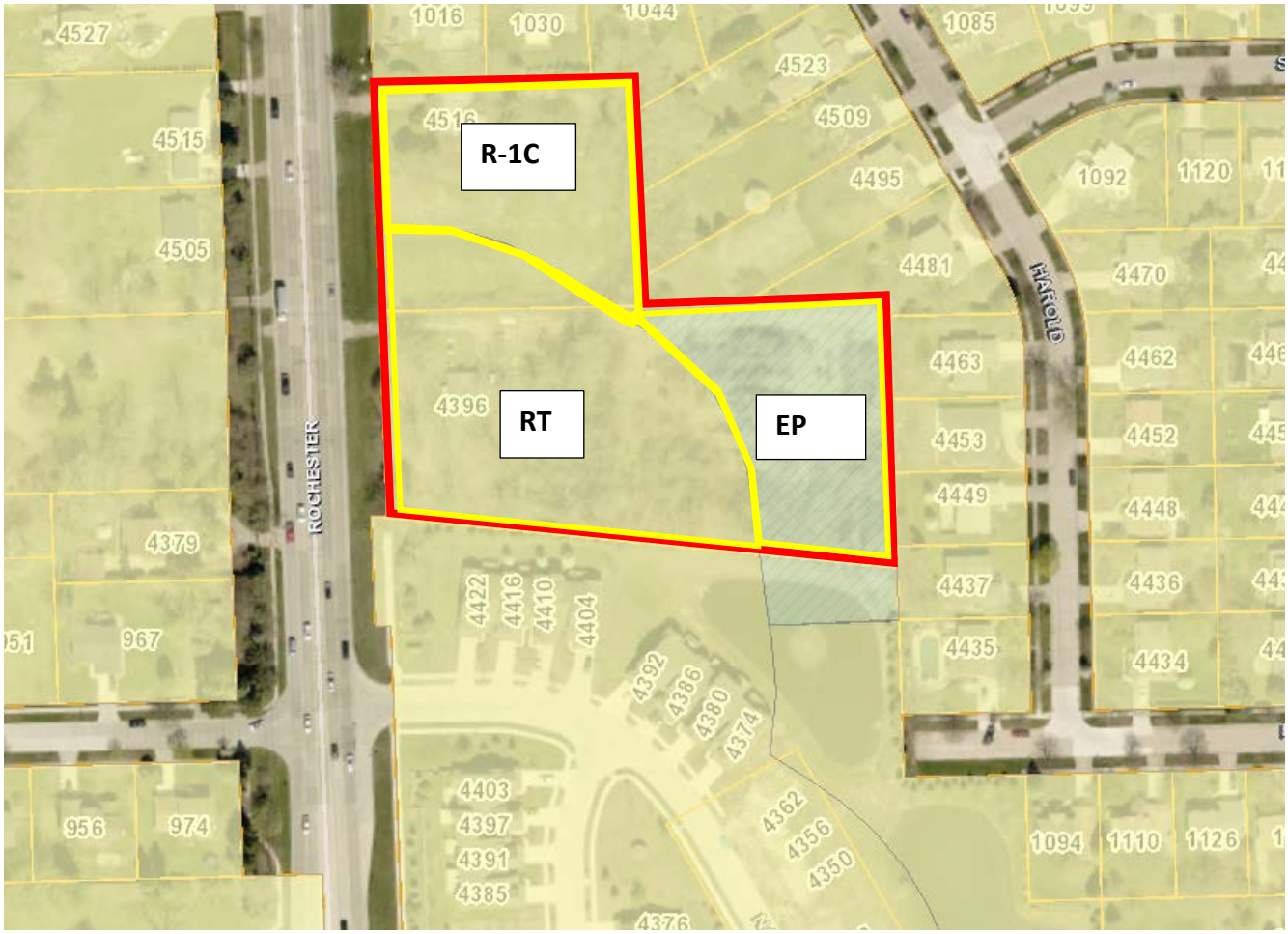
1. Development shall meet all requirements for the RT Zoning District.
2. An Open Space Preservation Easement shall be provided over the eastern portion of the site, in an area equal to that of the EP zoned area (0.93 ac) providing a guaranteed 24% open space buffer.

3. A dry detention basin will be provided with a 15' landscape buffer which will provide an enhanced screened area.
4. Building will consist of a mix of brick, asphalt shingles, plank siding, and a variety of color palates and durable low-maintenance or maintenance free materials.
5. Each unit shall have a 2-car garage. A minimum of 9-guest parking spaces will be provided.
6. In addition to required single-family screening to R-1C to the north, screening shall be provided for the existing two buildings, or up to 250-feet of Briggs Park, to the south.
7. No exterior refuse containers shall be proposed. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days.

The applicant has submitted a concept plan for informational purposes only. If the conditional rezoning is approved the applicant will be required to submit a site plan that meets the conditions voluntarily offered by the applicant.

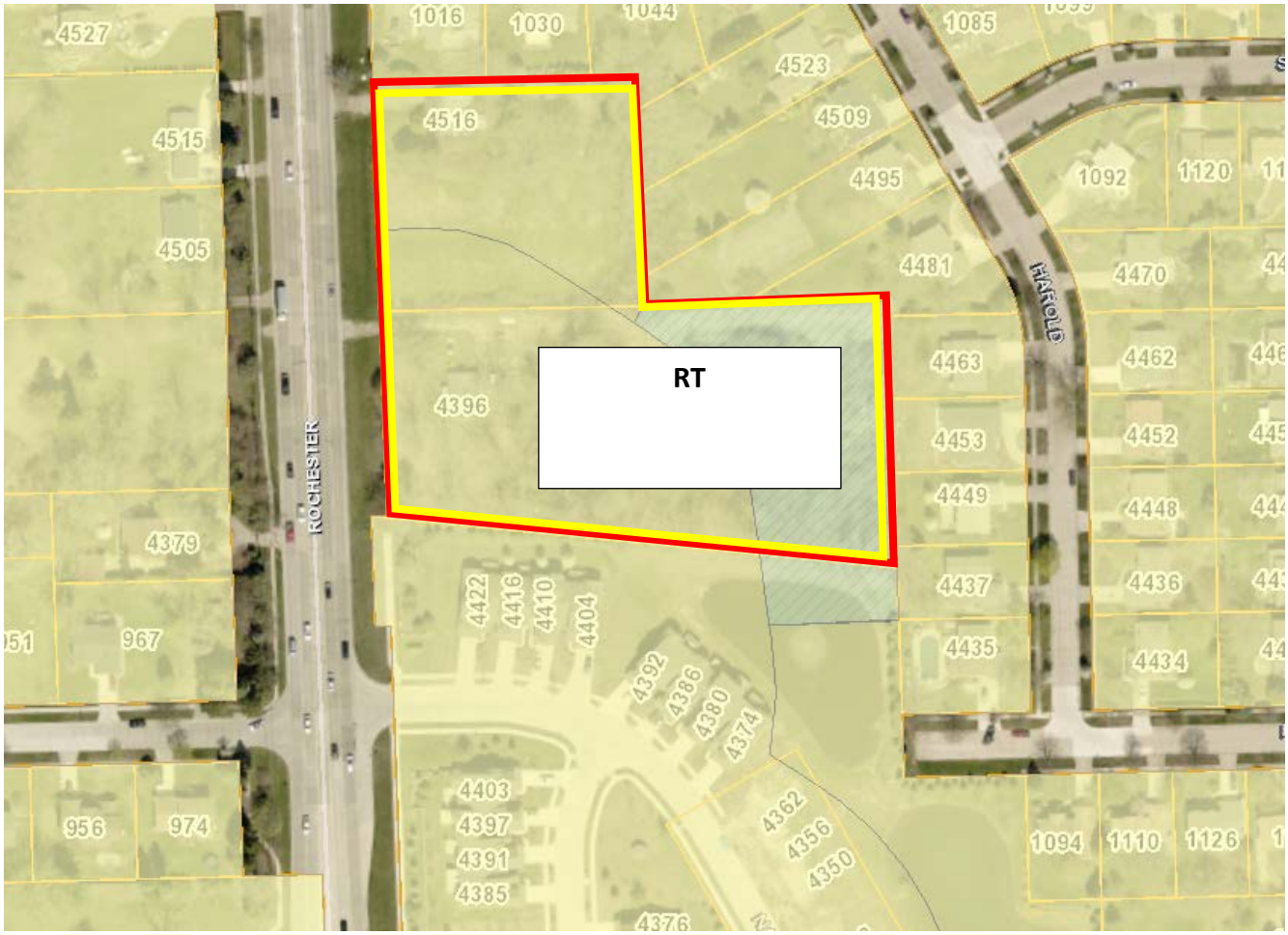
CURRENT ZONING

Currently the two parcels include three (3) different zoning designations:



PROPOSED ZONING

Applicant proposes to rezone all portions of the site to RT



PREVIOUS PLANNING COMMISSION REVIEW

The application was last considered by the Planning Commission on October 22, 2019. In the October submittal, the applicant incorrectly applied the lot area of the EP, Environmental Protection zoned portion of the site towards overall lot density. This is not permitted.

At the October 22, 2019 meeting there was neighborhood opposition with regards to:

- Reduction of EP, Environmental Protection area
- The use of EP, Environmental Protection area towards density
- Reduction of open space
- Use of EP, Environmental Protection zoned property for detention pond.

At that meeting the Planning Commission discussion included:

- Intent of EP, Environmental Protection zone property is to serve as a buffer to residential from more intense uses
- Proposed reduction of EP, Environmental Protection zoned area and open space
- Consideration of homeowners who purchased homes with understanding of EP, Environmental Protection zoned property

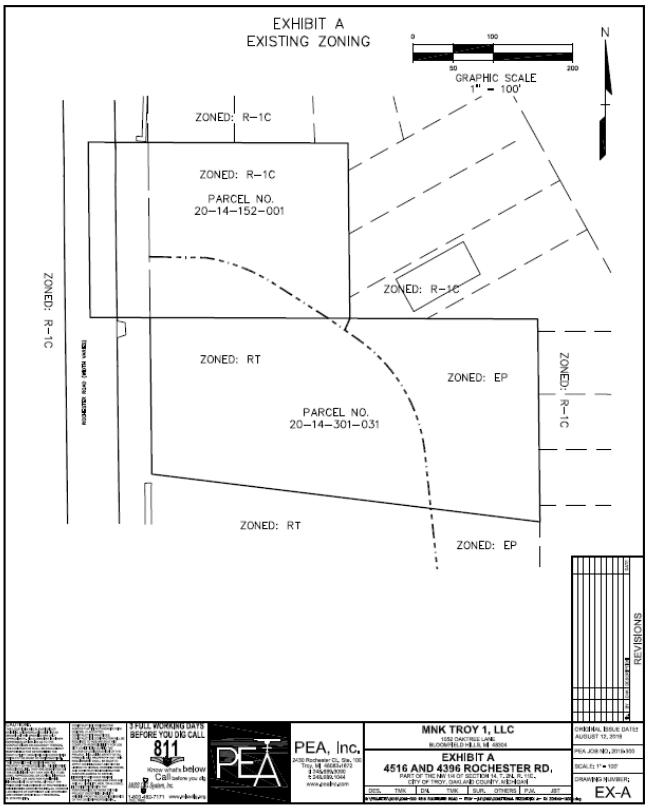
CHANGES SINCE LAST PLANNING COMMISSION REVIEW

The applicant has revised their application to seek approval to conditionally rezone both the R-1C, One Family Residential and EP, Environmental Protection portions of the site to RT, One-family Residential Attached. As a condition of the rezoning, the applicant proposes to place a "Open Space Preservation Area" in the same approximate area as the currently zoned EP portion of the property. The applicant still proposes to maintain the detention pond within the rear portion of the site in the "Open Space Preservation Area".

As noted in our previous review, the applicant incorrectly applied the area of the EP zoned area to their overall density. If the currently zoned EP portion was rezoned to RT, the applicant would be able to use the newly rezoned RT, One-family Residential Attached and "Open Space Preservation Area" portions towards the overall site density.

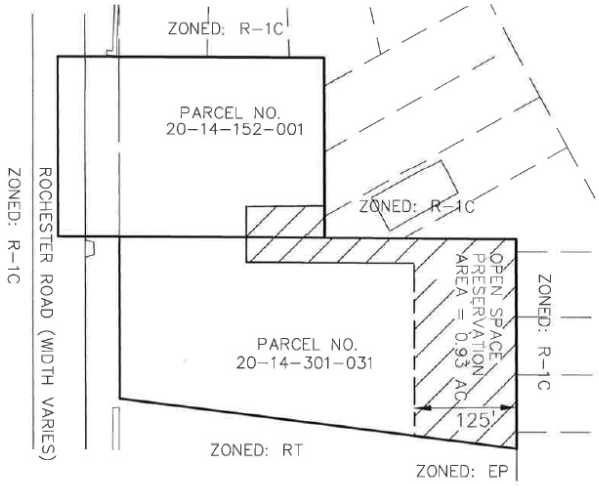
Please note that the applicant has not identified what are the rights, uses, and limitations of the "Open Space Preservation Area." If this rezoning is recommended for approval, additional details of the "Open Space Preservation Area" will need to be provided.

ZONING



Current zoning:

R1-C: +/-42,955 sq/ft (0.99 acres)
RT: +/-80,518 sq/ft (1.85 acres)
EP: +/- 40,634 sq/ft (0.93 acres)



PROPOSED SITE ZONING: RT (3.77 ACRES)
WITH 0.93 ACRE TO BE PLACE IN AN OPEN SPACE PRESERVATION EASEMENT

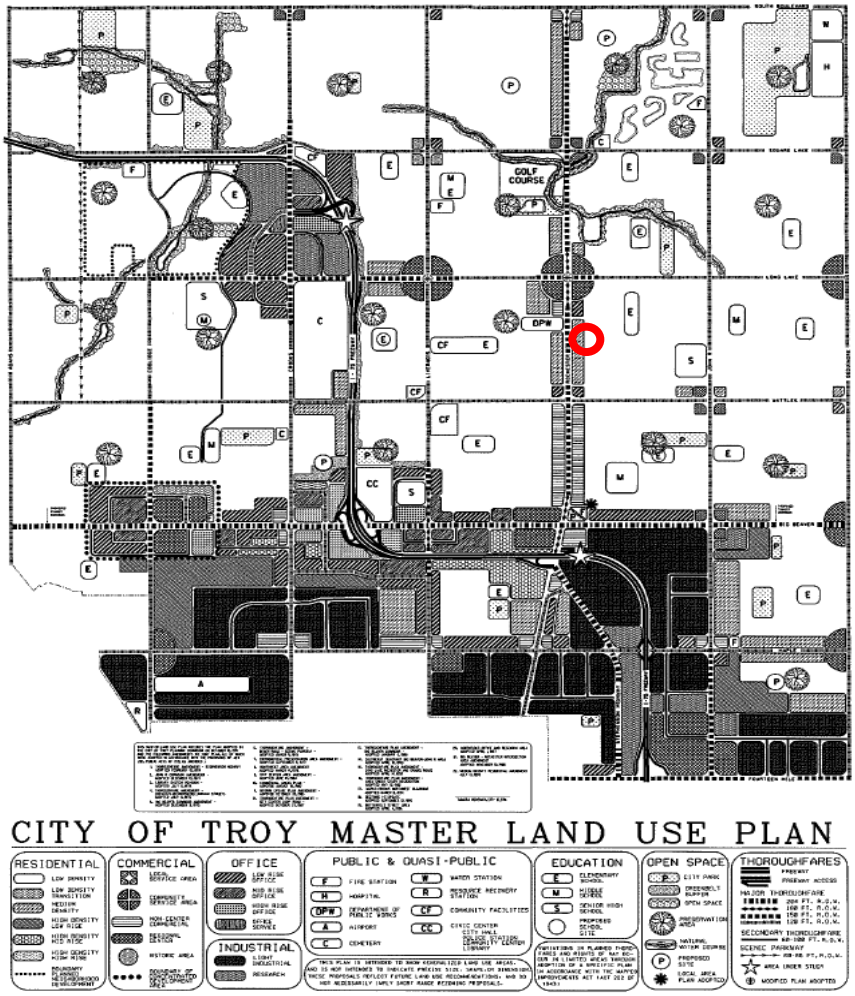
Proposed zoning:

RT: +/-164,107 sq/ft (3.7 acres)

Open Space Preservation
Area: +/- 40,634 sq/ft (0.93 acres)

MASTER PLAN

In 1999, the city updated the Master Land Use Plan. During the process, the city spent considerable amount of time and input deliberating the future use of key corridors including Big Beaver, Crooks, Maple, and Rochester. Due to traffic volume, noise, and market economics, the Future Land Use Plan recognized parcels that abut major mile corridors such as Rochester would be difficult to develop or redevelop as single-family residential. For this reason, the city considered alternative land use patterns along these corridors that were contextually relevant and compatible with surrounding and adjacent land use.



The 1999 amended Master Land Use Plan, added medium density residential along Rochester Road north of Wattles.

In 2002, the City adopted a Future Land Use Plan, which retained medium density residential along Rochester Road north of Wattles. In 2008, the City comprehensively updated the Master Plan. The process of updating the Master Plan included a significant public participation component that included numerous opportunities for public input. The 2008 comprehensive update to the Master Plan also retained medium density residential and other low impact uses along Rochester Road north of Wattles.

The Master Plan was updated in 2017, and also retained both medium density residential and other limited low impact uses along Rochester Road north of Wattles. From a land use perspective, the updated 2017 Master Plan calls for this site:

> *Uses along Rochester Road will include a variety of mixed uses, established in a "pulsing" pattern where the most intense mixed-use or exclusively non-residential development will occur near the Neighborhood Nodes situated along its main intersections. Lower-impact uses, such as small scale retail or condominiums should be encouraged along the corridor*

> *<u>frontage between these nodes…..</u>The areas between nodes should develop as lower-rise office and multiple-family. The height differences encourage a visual "pulse." (pg. 87-88)*

This section of Rochester Road Master Plan also calls for use of innovative stormwater management:

> *Ultimately, the Rochester Road Corridor will become a regional showcase for effective stormwater management and enhancement of the natural environment, while encouraging a combination of high-quality land uses. Effective landscaping focused on native plantings, and improved land use and access management along Rochester will create a green corridor that provides a high level of service for motorists, and which provides an effective natural buffer between high traffic volumes and people visiting adjacent properties. The creation of this green corridor would occur primarily in the right-of-way along road frontages and in the median of a future boulevard.*
>
> *New construction along the corridor may include detention and retention basins that work together from site-to-site with other features to create a continuous, linear landscape feature. By connecting properties, the basins create visual relief from traffic. Low impact development methods will be used throughout the corridor to filter stormwater runoff. (pg. 87)*

The site has been master-planned for medium density multiple family residential for 20 years, and other low impact uses for the past 10 years.

PROPOSED DEVELOPMENT VS. BY-RIGHT

The stated intent of the RT, One Family Attached District is as follows:

> *SECTION 4.07 RT, One Family Attached District*
>
> *Intent. The intent of the RT, One-Family Attached Residential District is to provide medium density residential areas in those areas which are served with public sewer and water, and where attached forms of residential development achieves the objectives of the Master Plan. The District is designed primarily to permit attached residential dwellings which may serve as a transition between high intensity or nonresidential use areas, and lower density residential land use areas. The RT District is further intended to provide medium density residential development in compact areas so as to encourage walkability.*

The stated intent of the EP, Environmental Protection District is as follows:

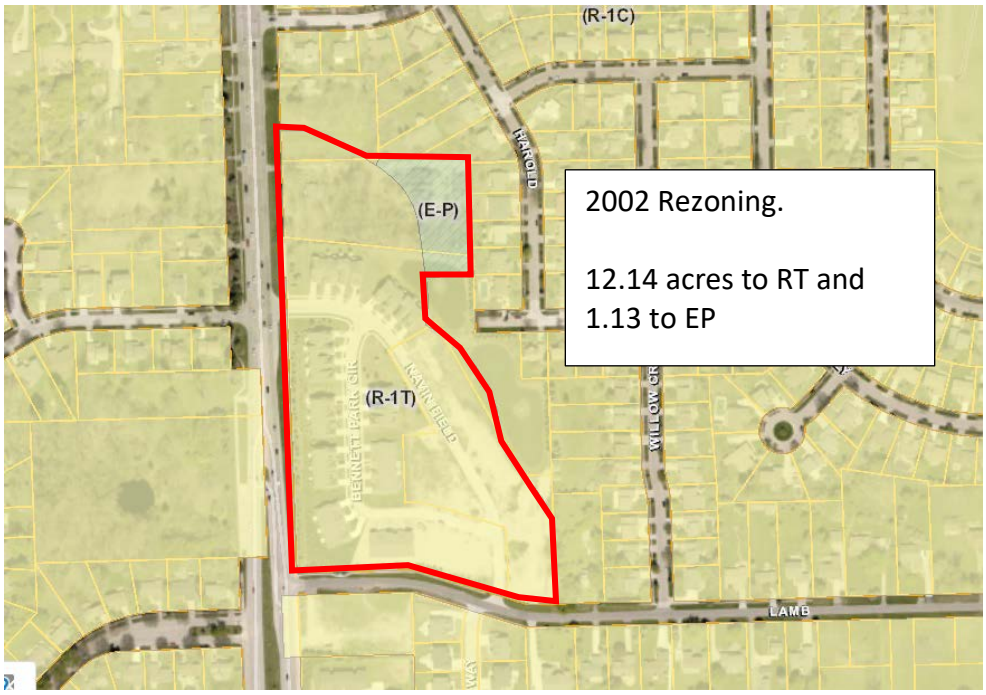
> *SECTION 4.12 EP, Environmental Protection District*
>
> *A. Intent. Natural features and open space areas constitute important physical, aesthetic, recreation and economic assets of the City. Therefore, the City of Troy has enacted a series*

of development options and Zoning Districts which have, as a portion of their intent, the conservation, preservation and provision of open space and natural resource areas. The intent of the EP, Environmental Protection District is to act in concert with these development options and Zoning Districts and to recognize other areas warranting preservation, conservation, or protection, in such a manner as to: provide for the protection, preservation, use, and maintenance of natural resource areas, minimizing disturbance to them, and to prevent damage resultant from their loss; protect natural resource and open space areas for their economic support of property values when allowed to remain in an undisturbed natural state; provide for the paramount public concern for these natural resource areas in the interest of health, safety, and the general welfare of the residents of the City of Troy; and promote the public health, safety, and general welfare by preventing or minimizing loss or damage to property, and personal injury, due to flooding.

The table below outlines the development differences of the proposed plan versus what could be done by-right under the current zoning:

	By-Right Existing RT, R-1C, and EP Zoning	**Proposed by applicant if rezoned to RT**
Density	R-1C: +/- 4 RT: +/- 16 EP: 0	RT: +/- 32
Height	2.5 stories and 30 feet	2.5 stories and 30 feet
Setbacks	R-1C: Front (Rochester): 50 feet Sides: 10/20 feet total Rear: 40 feet RT: Front (Rochester): 50 feet Sides: 5 / 15 feet total Rear: 35 feet	Front (Rochester): 50 feet Sides: 5 / 15 feet total Rear: 35 feet
Open Space	R-1C: Max % of lot covered by building: 30% RT: Max % of lot covered by building: 30% + 20% landscape area	RT: Max % of lot covered by building: 20% + 20% Open Space

ZONING HISTORY



In 2002, the city rezoned 12.14 (net) acres to RT and 1.13 (net) acres to EP. Approximately 11 acres of the site zoned RT was developed for the attached residential development directly south of the parcels in question. The remaining 0.99 acres of the RT zoned property is the portion of the site that the applicant would like to develop.

Please note that the area of the site currently zoned R-1C that the applicant is seeking to rezone was originally part of the area proposed for rezoning in 2002. During Planning Commission and City Council deliberation, the portion of the site that is currently zoned R-1C was dropped from the rezoning request. At the time of 2002 rezoning, the City Council felt that portion of the site zoned R-1C and EP would provide a good transition to the single-family residential uses to the north and east.

The applicant provided additional zoning details in their November 21, 2019 memo. The applicant's additional zoning details includes copies of Planning Commission minutes, previous non-approved concept plans, and original rezoning requests. Adjacent property owner, Jim McCauly, in a January 20, 2020 refutes many of the points made by the applicant. It is difficult, and potentially irresponsible, for today's Planning Commission or City Council to interpret the discussion, thoughts, or motivation of a Planning Commission and City Council from almost 20 years ago. We cannot confirm the intent of requiring the EP zoning, nor whether or not the EP zoned area would be allowed to be used for Stormwater Detention during the site plan review process.

Previous discussion aside, the fact today is that a portion of the site is zoned EP, Environmental Protection. The fundamental purpose of the EP zoning is to provide a preserved buffer and environmental protection area between two divergent land uses. EP zoning does not allow the area to be counted towards overall density, but does allow for "stormwater detention" if said detention is designed in a naturalized manner including the use of "best management practices." The detention location and design would have to be approved by the Planning Commission as part of the site plan approval process.

REZONING STANDARDS

As set forth in Section 16.03.C, the Planning Commission shall consider the following standards:

1. *The proposed rezoning is consistent with the Master Plan. If the current zoning is in material conflict with the Master Plan, such conflict is due to one of the following:*
    a. *A change in City policy since the Master Plan was adopted.*
    b. *A change in conditions since the Master Plan was adopted.*
    c. *An error in the Master Plan.*

2. *The proposed rezoning will not cause nor increase any non-conformity.*

3. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*

4. *The rezoning will not impact public health, safety, or welfare.*

5. *The rezoning will ensure compatibility with adjacent uses of land.*

Though the conditional rezoning is one application and must be considered holistically, there are really two separate rezoning questions that the Planning Commission must consider. The first is the rezoning of the front portion of the site from R-1C to RT. The site has been master-planned for medium density multiple family residential for 20 years, and other low impact uses for the past 10 years. Rezoning the portion of the site from R-1C, One-family Residential to RT, One-family Residential Attached is consistent with the Master Plan. In addition, the applicant is providing increased setbacks along the northern and eastern property line to provide an additional buffer.

The second rezoning discussion is regarding the portion zoned EP, Environmental Protection. Fundamentally the applicant is seeking a rezoning to use the area that is currently designed as EP, Environmental Protection for both their density calculations, as well stormwater management. As the concept plan shows, the detention pond is not “naturalized” and appears to be a rather utilitarian design. The proposed screening is a double row of trees, where the spacing, height and species are not identified. The detention area and tree screening as presented does not provide much of a site amenity or a naturalized area to either the future residents of the development or adjacent properties.

RECOMMENDATIONS

We recommend that the Planning Commission consider the application, consider public comments, and provide direction to the applicant.

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

J-11

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: January 24, 2024

To: Honorable Mayor and Members of the Troy City Council

From: Mark F. Miller, City Manager
Lori Grigg Bluhm, City Attorney
Robert F. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
R. Brent Savidant, Planning Director
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Stonecrest Planned Unit Development, *now known as* Anthology of Troy

---

The City received a request to execute an estoppel certificate in connection with the sale of Anthology of Troy Senior Living, *formerly known as* Stonecrest. By way of background, Troy City Council approved a Planned Unit Development Agreement in November of 2015. The development included a 100-bed, 70,000 square foot senior living facility, and it also served as the catalyst for creating the first phase of the Troy Trail and the Daisy Knight Dog Park located next door. In connection with the now pending sale of the property, the Purchaser, 310 INVESTMENTS, LLC of Texas, is seeking the estoppel certificate in accordance with the terms and conditions outlined in the Agreements signed by the City of Troy.

The purpose of the estoppel certificate is to confirm the current status of certain agreements listed in Schedule I of the certificate. The estoppel certificate provides certifications from the City of Troy to the Seller and the Purchaser regarding whether each Agreement is in full force and effect or whether there are any outstanding obligations or default by either party. This certificate is not recorded with the Oakland County Register of Deeds, and it does not change any rights, duties or obligations of the City, the Seller or the Purchaser. The estoppel certificate essentially acts as a representation that the information provided therein is accurate and up-to-date, allowing the Purchaser to better understand the Agreements it is going to assume.

City Administration is not aware of any outstanding obligations or default by the current owner of the property, and therefore recommends that Council pass a resolution authorizing the Mayor and the City Clerk to sign the estoppel certificate.

Attachments:

1. Estoppel Certificate
2. Estoppel Certificate transmission documents, including recorded PUD Agreement

ESTOPPEL CERTIFICATE

Dated: January __, 2024

Re: Estoppel Certificate pertaining to those certain recorded agreements listed on Schedule 1 attached hereto (individually, an "**Agreement**" and collectively, the "**Agreements**") relating to the property located at 3400 Livernois Road, Troy, MI 48083 and more particularly described on **Exhibit A** attached hereto (the **"Property")**.

Ladies and Gentlemen:

This Estoppel Certificate (this **"Certificate")** is made as of the date set forth above, by THE CITY OF TROY, a Michigan municipal corporation ("**Grantor**") with reference to the Agreements, listed in Schedule I and attached hereto. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreements. The Agreements benefit and burden the Property. The Certificate is for the benefit of and may be relied upon 310 INVESTMENTS, LLC, a Texas limited liability company, or its affiliate (together with their successors and assigns, collectively, **"Purchaser"),** any lender or other financing source of Purchaser or any of Purchaser's affiliates and their successors and assigns on or after the date hereof (collectively **"Lender"),** CA Senior Troy MI Property Owner, LLC, a Delaware limited liability company (together with any successor land owner, collectively, the **"Parcel Owner"),** and any title company issuing title insurance in connection with ownership or mortgagee's interests of Purchaser or Lender, respectively **(**together with their successors and assigns, collectively, **"Title Company")** and relying on this Certificate, in each case in connection with Purchaser's acquisition of the Property from Parcel Owner. Accordingly, the undersigned does hereby certify to the best of its knowledge to Purchaser, Title Company and Lender, as of the date hereof, as follows:

A. The undersigned remains "Grantor" (or "The City of Troy" or the other designations, if any, expressly stated in the Agreements applicable to the undersigned) under each of the Agreements and is authorized to execute and deliver this Certificate.

B. Each Agreement is in full force and effect and has not been modified, supplemented, amended, terminated or superseded.

C. There are no monies under any Agreement currently owing from (a) the Parcel Owner to the undersigned or any other entity under any Agreement, or (b) the undersigned to the Parcel Owner or any other entity under any Agreement.

D. No default in the payment of any monies or in the observance or performance of any other agreement, covenant, obligation, responsibility, term or condition to be observed or performed by the Parcel Owner or any other party to any of the Agreements (including, but not limited to, the undersigned) exists under any of the Agreements and no event has occurred that with the giving of notice or passage of time would constitute a default by any party under any of the Agreements. Without limiting the generality of the foregoing, all improvements to be constructed by and maintenance work to be performed by Parcel

Owner or Parcel Owner's predecessor-in-interest under each of the Agreements, if any, has been fully completed and performed.

E. With respect to the Development Agreement (as defined on Schedule 1), the REMA (as defined on Schedule 1) governs all obligations of the parties and their successors' from and after the completion of the initial construction of the improvements contemplated by the Development Agreement.

F. That certain Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement Purchaser reference in the Development Agreement, which was to be attached to the Development Agreement and simultaneously recorded (and which was neither attached nor recorded), has terminated and is no longer in force or effect.

G. The undersigned has no offset, charge, lien, claim, termination right or defense which currently exists (or with the passage of time or the giving of notice will exist) under any of the Agreements.

H. There is no pending or threatened dispute or litigation between or among any of the parties to any of the Agreements or properties benefited or burdened by any of the Agreements.

I. The correct notice address for Grantor for purposes of each of the Agreement is set forth below:

THE CITY OF TROY
500 West Big Beaver Road
Troy, Michigan 48084

J. Grantor agrees to provide notice to the Purchaser for purposes of each of the Agreements to the address set forth below, until otherwise notified in writing by the Purchaser:

c/o MedCore Partners, LLC
12377 Merit Drive, Suite 500
Dallas, Texas 75251
Attention: Jordan Sibley, General Counsel and Brian Bollich, Partner
Email: jsibley@medcorepartners.com and brian@medcorepartners.com

With a required copy to:

Arnall Golden Gregory LLP
171 17th Street, NW, Suite 2100
Atlanta, GA 30363
Attention: Steven A. Kaye, Esq.
Email: steven.kaye@agg.com

The undersigned is aware that Purchaser, Title Company and Lender will rely on the statements made in this Certificate. This Certificate is for the sole benefit of the Purchaser, Title Company and Lender, and may not be relied upon by any other person or entity. This Certificate shall not subject Grantor to any liability, notwithstanding the negligent or otherwise inadvertent failure of the undersigned to disclose correct and/or relevant information; however, the undersigned shall not be permitted to assert or enforce any claim against a party entitled to rely on this Certificate (or against such party's property) which is inconsistent with the statements contained in this Certificate but only to the extent the party relied upon said statement of fact and had no knowledge of any facts which were inconsistent with the facts contained in this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

Grantor:
CITY OF TROY, MICHIGAN,
a Michigan municipality

_____
Witness

By: _____
Ethan Baker
Its: Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Estoppel Certificate was acknowledged before me this ____ day of _____, 2024, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

_____ By: _____
Witness M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Estoppel Certificate was acknowledged before me this ____ day of _____, 2024, by M. Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

SCHEDULE 1

1. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development by and between NP Troy, LLC, a Missouri limited liability company, and the City of Troy, a Michigan municipal corporation, and their respective successors and assigns, providing for the development of assisted living residences and an adjoining city park, as more fully set forth in instrument dated November 23, 2015, and recorded April 26, 2016 in Liber 49299, Page 1 of Official Records (the "**Development Agreement**").

2. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Entrance Drive and Cross-Access Driveway Easement Agreement for the construction, operation and maintenance of an entrance drive and cross-access driveway for pedestrian, vehicular and bicycle ingress and egress to and from said parcel, together with a temporary construction easement as necessary for the maintenance, repair or replacement of said drive and driveway, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 511 of Official Records.

3. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Easement for Parking Lot and for Joint Parking Facilities for the construction, installation, maintenance and improvement of a parking lot and parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water-run off feature, landscaping and overhead lighting and other necessary improvements, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 530 of Official Records.

4. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities for the construction, installation, maintenance and improvement of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 547 of Official Records.

5. Terms, provisions, covenants, conditions, and restrictions contained in and easements, rights and obligations created by the Monument Sign Easement Agreement for the construction, installation, operation and maintenance a monument sign together with a non-exclusive easement for public utility access, equipment, pedestrian, worker and vehicular access thereto, as set forth in instrument dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 580 of Official Records.

6. Reciprocal Easement and Maintenance Agreement by and between the City of Troy, a Michigan municipal corporation, and NP Troy, LLC, a Missouri limited liability company (the "Developer"), and their respective successors and assigns, setting forth the terms, provisions, conditions and agreements regarding their respective maintenance, upkeep, repair and replacement obligations with respect to, inter alia, perpetual easements, improvements and betterments to be

erected and installed on the City Park Property developed jointly by the Developer and the City of Troy, and facilities, utilities and other improvements which the Developer is required to construct, erect, and install pursuant to the Planned Unit Development Agreement, as more fully set forth in instrument dated May 23, 2016, and recorded May 27, 2016 in Liber 49414, Page 615 of Official Records (the "**REMA**")

EXHIBIT A

Legal Description of the Property[1]

Land in the City of Troy, Oakland County, MI, described as follows:

PARCEL 1:

The North 1/2 of Lot 22, and all of Lots 23 and 24 of Supervisor's Plat No. 26, recorded in Liber 57, Page 59 of Plats, except the West 20 feet of each lot thereof deeded for road, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, Oakland County Records.

PARCEL 2:

Non-exclusive easement for the benefit of Parcel 1 of an entrance drive and cross-access driveway for pedestrian, vehicular and bicycle ingress and egress to and from said parcel, together with a temporary construction easement as necessary for the maintenance, repair or replacement of said drive and driveway, as granted by the City of Troy, a Michigan municipal corporation, in that certain Entrance Drive and Cross-Access Driveway Easement Agreement dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 511, Oakland County Records.

PARCEL 3:

Non-exclusive easement for the benefit of Parcel 1 for a parking lot and parking facilities with landscaped islands, parking lanes, parking spaces, a water detention and water-run off feature, landscaping and overhead lighting and other necessary improvements, as granted by the City of Troy, a Michigan municipal corporation, in that certain Easement for Parking Lot and for Joint Parking Facilities dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 530, Oakland County Records.

PARCEL 4:

Non-exclusive easement for the benefit of Parcel 1 for storm water detention/retention facilities with water features, fountain and landscaping, as granted by the City of Troy, a Michigan municipal corporation, in that certain Easement for Water Detention/Retention and for Joint Detention/Retention Facilities dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 547, Oakland County Records.

PARCEL 5:

Non-exclusive easement for the benefit of Parcel 1 for a monument sign together with a non-exclusive easement for public utility access, equipment, pedestrian, worker and vehicular access thereto, as granted by the City of Troy, a Michigan municipal corporation, in that certain Monument Sign Easement Agreement dated May 10, 2016, and recorded May 17, 2016 in Liber 49373, Page 580, Oakland County Records.

[1] Note the "Parcel" designations in the Legal Description are for reference only, and are not true parcels for purposes of property assessment.

ArentFox Schiff

ArentFox Schiff LLP
1717 K Street, NW
Washington, DC 20006

202.857.6000 **MAIN**
202.857.6395 **FAX**

afslaw.com

Kimberly A. Wachen
Partner
202.775.5749 **DIRECT**
Kimberly.Wachen@afslaw.com

January 10, 2024

BY FEDEX AND EMAIL TRANSMISSION:

City Assessor's Office
Attn: Kelly M. Timm
500 West Big Beaver Road
Troy, Michigan 48084
E-mail: CityAssessor@troymi.gov

Lori Grigg Bluhm
City Attorney
500 West Big Beaver Road
Troy, Michigan 48084
E-mail: bluhmlg@troymi.gov

Re: Development Agreement, recorded April 26, 2016 in Liber 49299, Page 1 among the land records of Oakland County, Michigan (the "**Official Records**"), Entrance Drive and Cross-Access Driveway Easement Agreement, recorded May 17, 2016 in Liber 49373, Page 511 among the land records of the Official Records (the "**Driveway Easement**"), Easement for Parking Lot and for Joint Parking Facilities, recorded May 17, 2016 in Liber 49373, Page 530 of Official Records (the "**Parking Easement**"), Easement for Water Detention/Retention and for Joint Detention/Retention Facilities, recorded May 17, 2016 in Liber 49373, Page 547 of the Official Records (the "**Water Easement**"), Monument Sign Easement Agreement, recorded May 17, 2016 in Liber 49373, Page 580 of the Official Records (the "**Sign Easement**"), and Reciprocal Easement and Maintenance Agreement, recorded May 27, 2016 in Liber 49414, Page 615 of the Official Records (the "**REMA**" and collectively, the "**Agreements**")

To Whom This May Concern:

This firm represents CA Senior Troy MI Property Owner, LLC, a Delaware limited liability company, in connection with a proposed sale of certain property set forth in the Agreements to 310 INVESTMENTS, LLC, a Texas limited liability company ("**Purchaser**"). In connection with this transaction, Purchaser has requested that THE CITY OF TROY, a Michigan municipal corporation ("**Grantor**") provide an estoppel certificate required under the terms of Section 5 of the Driveway Easement (attached for your reference as **Exhibit A**), and permitted under the Development Agreement (attached as **Exhibit B**), the Parking Easement (attached as **Exhibit C**), the Water Easement (attached as **Exhibit D**), the Sign Easement (attached as **Exhibit E**), and the REMA (attached as **Exhibit F**).

Therefore, please have an authorized signatory of Grantor sign and return the enclosed estoppel certificate to my attention within fifteen (15) days from receipt of this letter in accordance with Section 5 of the Driveway Easement.

Please do not hesitate to contact me if you have any questions. Thank you for your prompt attention to this matter.

[*Signature follows.*]

Very truly yours,

ArentFox Schiff LLP

By: _____
Kimberly A. Wachen, Esq.

KAW/pem

Exhibit A

Driveway Easement

See attached.

LIBER 49373 PAGE 511
$64.00 MISC RECORDING
$4.00 REMONUMENTATION
05/17/2016 02:35:36 PM RECEIPT# 53928
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 MAY 17 PM 2:17

ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT AGREEMENT

THIS EASEMENT FOR ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY (the "Entrance Drive and Driveway Easement") is made and entered into as of this 10th day of May, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit A** attached hereto ("Grantor Property") and Grantee is the owner of the real property legally described in **Exhibit B** attached hereto ("Grantee Property"), which Grantee Property is adjacent to Grantor Property and both Properties front on Livernois Road.

B. Each of Grantor Property and Grantee Property is presently unimproved property but it is currently intended by the Parties that Grantee Property will be developed as a senior living and memory care residence complex with related parking areas, and other improvements. Additional improvements will be constructed and installed on Grantor Property for use of both Grantor Property and Grantee Property.

C. As part of a Planned Unit Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, design, plan, participate in and develop certain improvements on the Grantor Property,

OK - LG

including this Entrance Drive and Driveway Easement and other easements to be located on the Grantor Property which is to be developed as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a permanent non-revocable easement across the Grantor Property for the construction by Grantee of an entrance way drive from Livernois Road and, as part thereof, a cross-access driveway extending to parking lots on Grantor Property and further extending tithe Grantee Property for use by the Grantee Property, which above described improvements will serve both the Grantor and Grantee Properties, and will be constructed and installed at Grantee's cost for design, engineering and construction of the above-referenced improvements in the areas of Grantor's Property set forth in engineering plans and drawings attached to and made a part of the certain PUD Development Agreement for Stonecrest Senior Living and Memory Residences and Joint City Park Development dated November 23, 2015, to which this Entrance Drive and Cross-Access Driveway Easement is made a part thereof (the "PUD Development Agreement"). The legal description and survey of the Entrance Drive and Cross-Access Driveway Easement is set forth on **Exhibit C** attached hereto and incorporated herein by reference (the "Entrance Drive and Cross-Access Driveway Easement").

NOW, THEREFORE, for value received and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Entrance Drive and Cross-Access Driveway Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Easement as follows:

1. **Easements.**

1.1 Grant and Reservation. Grantor and Grantee each hereby grants to the other and reserve to themselves, perpetual easements and use of the entrance drive and cross-access driveway areas shown on the engineering plans and drawings attached to the PUD Development Agreement and the legal description and survey of the Entrance Drive and Cross-Access Driveway Easement attached to this Agreement as **Exhibit C,** for pedestrian, vehicular and bicycle ingress and egress to and from each of the Grantor Property and Grantee Property and for access to the separate parking lot and parking lot easement for the mutual benefit of Grantor and Grantee to be constructed by Grantee on the Grantor Property. The easements herein granted and reserved are for use by each of Grantor and Grantee, and their respective successors and assigns, as the record fee owners from time to time of the Grantor Property and Grantee Property, by anyone from time to time entitled to have access to and/or utilize all or any part of the Grantor Property and Grantee Property by way of lease, license, concession, invitee, licensee, or other agreement or arrangement (each, an "Authorized User") , and by the employees, agents, contractors, customers and invitees of Grantor or Grantee. The easements granted and reserved in this Section 1.1 are not limited to present users of Grantor Property and Grantee Property or present improvements thereon.

1.2 Temporary Easements.

1.2.1 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, a temporary construction easement to go upon Grantor Property from time to time, to the extent necessary to construct and improve the entrance drive and cross-access driveway improvements as described and referenced in this Entrance Drive and Cross-Access Driveway Easement.

1.2.2 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, an easement to go upon Grantor's Property to the extent necessary to effect

maintenance, repair or replacement as permitted or required of Grantee in this Entrance Drive and Driveway Easement or a separate Reciprocal Easement Maintenance Agreement entered into by Grantor and Grantee on or about the date hereof ("REMA").

1.3 Easement Non-Exclusive and Appurtenant. The easements granted and reserved in Sections 1.1 and 1.2 above shall be non-exclusive and shall be appurtenant to each of Grantor Property and Grantee Property.

1.4 No Obstructions. No walls, fences or barriers of any kind shall be constructed or permitted on any portion of the entrance drive and cross-access driveway improvements that would prevent or impair the use or exercise of the easement rights granted and reserved herein by Grantor, Grantee, their respective successors and assigns, and any Authorized User.

2. **Enforcement.** This Easement Agreement may be enforced only by Grantor and Grantee, their successors and assigns, and not by any other person, Authorized User or unauthorized user. Grantor and Grantee each shall have the right to prosecute any proceedings at law and/or in equity against any other Party or anyone else violating or attempting to violate any of the provisions of this Easement Agreement, to restrain or enjoin such violation or attempted violation and/or to recover damages therefor. All remedies available to Grantor or Grantee under this Easement Agreement or otherwise shall be cumulative and not mutually exclusive.

3. **Easement Agreement Given in Perpetuity.** This Easement Agreement is expressly given in perpetuity and runs with the land. If any action or suit is brought for the enforcement of any provision of this Easement Agreement, or as a result of any alleged violation of any provision of this Easement Agreement, the prevailing party, as determined by the Court having jurisdiction of the matter, shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

4. **Duration.** The Entrance Drive and Cross-Access Driveway Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to both the Grantee Property and the Grantor Property and shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Entrance Drive and Driveway Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall run with the land and shall continue in perpetuity. Any person or entity subsequently acquiring an interest in the Grantee Property or the Grantor Property, or any part thereof, shall be bound by this Entrance Drive and Driveway Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Entrance Drive and Driveway Easement from or to its Property. Although persons and entities may be released under this Section 4 if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Entrance Drive and Driveway Easement running with the land in perpetuity.

5. **General Provisions.** Any and all notices, demands, requests and other communications required or permitted hereunder ("**Notices**") shall be in writing, addressed to Grantor and Grantee at their respective addresses set forth above on the cover page of this Easement Agreement, to each other Owner of the Grantor Property or Grantee Property, at its or their address set forth in the recorded vesting deed by which the subsequent Owner acquires title to the Grantor Property or Grantee Property, or at such other address as any subsequent Owner may designate by notice delivered in accordance with this Section. A copy of each Notice shall also be sent to the mortgage holder, if any, of each of Grantor Property or Grantee Property, to the extent such mortgage holder has provided written notice of its address to the Grantor or Grantee. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, Federal Express or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee. Grantor or Grantee, their successors and assigns, may, at any time and from time to time, in connection with the sale, transfer, financing or refinancing of the Grantor Property or Grantee Property, deliver written request to the Grantor or Grantee to execute estoppel certificates certifying, to the best knowledge of the Grantor or Grantee, the status of this Easement Agreement and performance hereunder, and each Grantor and Grantee shall provide its estoppel certificate within 15 days after receipt of such request. This Easement Agreement may be amended or terminated only by a written agreement signed and acknowledged by Grantor and Grantee, and the respective first mortgagees of all of the Grantor Property and Grantee Property and recorded with the Oakland County Register of Deeds. All provisions of this Easement Agreement shall be covenants running with the land pursuant to applicable Laws. Each of Grantor and Grantee shall automatically be deemed, by acceptance of the title to the Grantor Property or Grantee Property, or any part thereof, to have accepted this Easement Agreement, agreed to comply with all of its provisions, and assumed all obligations applicable to such Easement Agreement or part thereof arising during and with respect to such Grantor and Grantee

period of ownership, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intent of this Easement Agreement. All exhibits referred to herein and attached to this Easement Agreement are incorporated herein by this reference. The section and paragraph headings and captions in this Easement Agreement are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof," "herein," "hereunder" and similar terms shall be deemed to refer to this Easement Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." This Agreement shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Entrance Drive and Driveway Easement as of the date first above written.

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By: Nathaniel Hagedorn
Its: Manager

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By: Dane Slater
Dane Slater
Its: Mayor

And By: Aileen Dickson
Aileen Dickson
Its: City Clerk

STATE OF Missouri)
) SS
COUNTY OF Platte)

On this 5th day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Amy M. Smith
Print Name: Amy M. Smith
Notary Public, Clay County, Missouri
My Commission Expires: December 1, 2017
Acting in the County of Platte

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552904

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

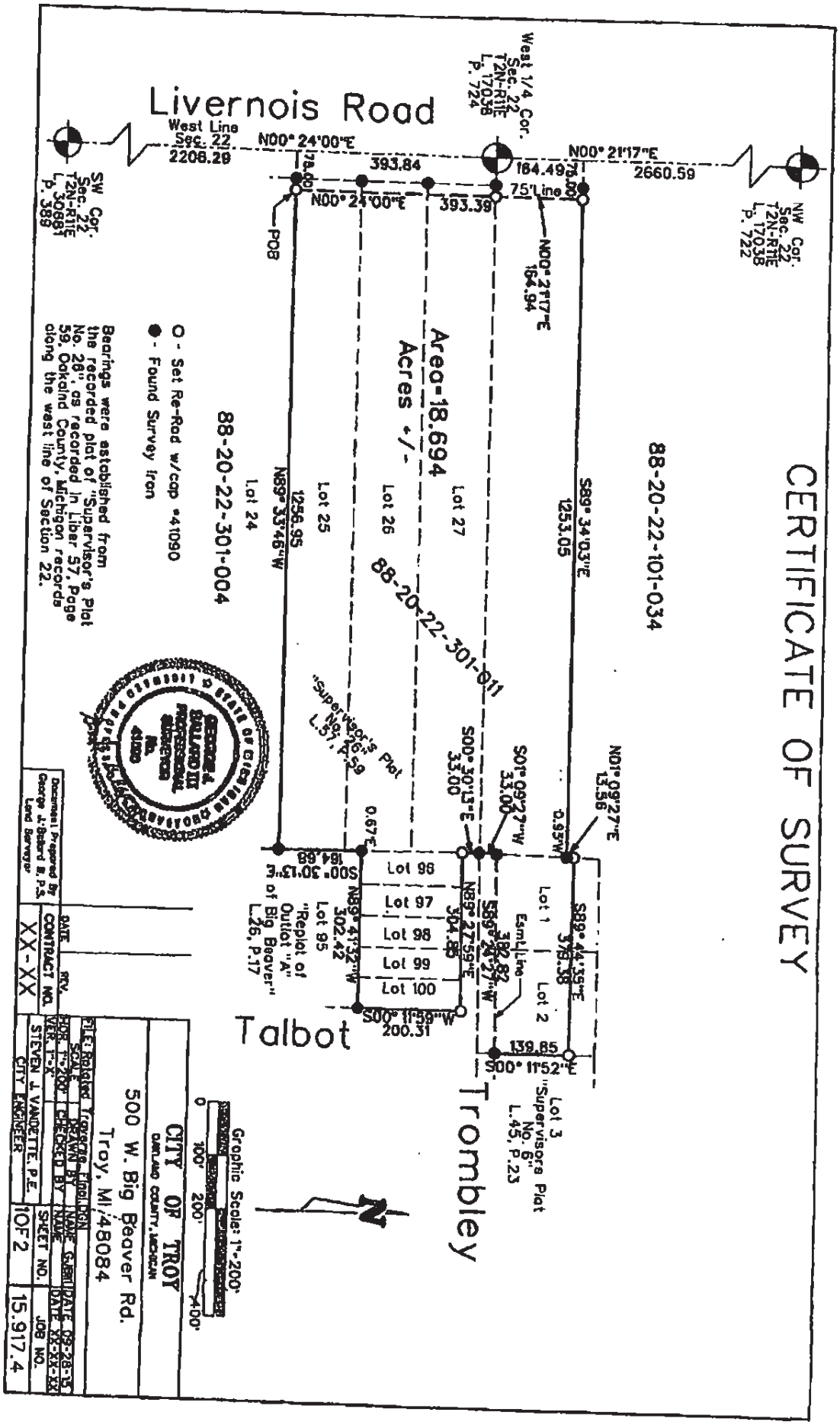
Cheryl A Stewart
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
West Line Sec. 22 2208.29
N00° 24'00"E
393.84
393.39
184.49
75' Line
N00° 21'17"E 2660.59
SW Cor. Sec. 22 T2N-R11E L. 30681 P. 389
West 1/4 Cor. Sec. 22 T2N-R11E L. 17038 P. 724
NW Cor. Sec. 22 T2N-R11E L. 17038 P. 722
POB
N00° 21'17"E 164.94
88-20-22-101-034
S89° 34'03"E 1253.05
Area=18.694 Acres +/-
88-20-22-301-011
88-20-22-301-004
Lot 24
Lot 25
Lot 26
Lot 27
N89° 33'46"W 1256.95
Supervisor's Plat No. 6 L.51, P.59
S00° 30'13"E 33.00
S01° 09'27"W 33.00
N01° 09'27"E 13.56
0.95'W
0.67'E
184.68
S00° 30'13"E
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
N89° 41'32"W 302.42
"Replat of Outlot "A" Big Beaver" L.26, P.17
S00° 11'59"W 200.31
N89° 27'59"E 304.85
S89° 24'27"W 382.82
Esmt. Line
Lot 1
Lot 2
S89° 44'59"E 378.38
139.85
S00° 11'52"E
Lot 3 "Supervisors Plat No. 6" L.45, P.23
Talbot
Trombley
Bearings were established from the recorded plat of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
GEORGE J. BALLARD III PROFESSIONAL SURVEYOR No. 41090
Graphic Scale: 1"=200'
0 100' 200' 400'
N
Document Prepared by George J. Ballard II, P.S. Land Surveyor
DATE
CONTRACT NO. XX-XX
REV.
FILE: Related Traverse Files.DGN
SCALE: 1"=200'
DRAWN BY: WDR
CHECKED BY: SJV
NAME: G.Ballard
DATE: 08-28-15
DATE: XX-XX-XX
SHEET NO. 10F2
JOB NO. 15.917.4
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
STEVEN J. VANDETTE, P.E.
CITY ENGINEER

LIBER 49373 PAGE 522

Description of Parcel:

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33.00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 96 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.60 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.68 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — Date: 9-28-2015

Witness Ties

SW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
S65° E, 50.36'-PK in SW Cor. of Pole Base
N88° E: 48.70'-PK in NW Cor. Light Pole Base
N65° W: 52.85'-PK in NE Cor. Pole Base
S75° W: 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N83° W, 55.97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.94'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 76.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41090 — LICENSED PROFESSIONAL SURVEYOR

Graphic Scale: 1"=200'
0 100' 200' 400'

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084

FILE: Rotated Traverse_Final.DGN			
SCALE	DRAWN BY	NAME G.JB	DATE 09-28-15
HOR. 1"=200'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'			
STEVEN J. VANDETTE, P.E. CITY ENGINEER		SHEET NO. 2OF2	JOB NO. 15.917.4

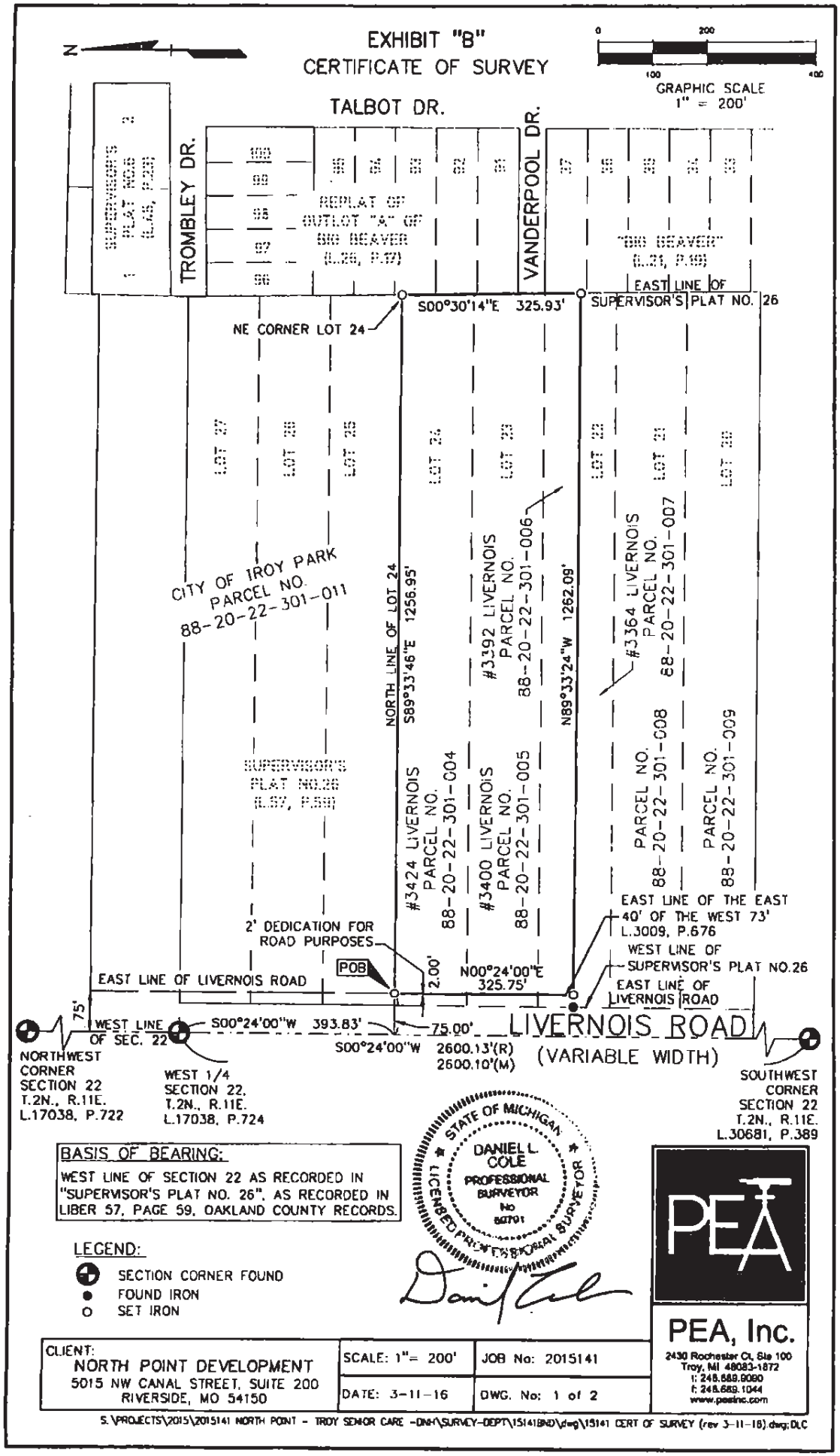
Document Prepared By George J. Ballard III, P.S. Land Surveyor

DATE	REV.
CONTRACT NO. N/A	

20-22-301-011

EXHIBIT "B"

GRANTEE PROPERTY



BASIS OF BEARING:
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

LEGEND:
- SECTION CORNER FOUND
- FOUND IRON
- SET IRON

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No. 50701
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DN-\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg;DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50.36' –	PK nail in Southwest face of pole base
N88°E	48.70' –	PK nail in Northwest face of light pole base
N65°W	52.85' –	PK nail in Northeast face of pole base
S75°W	52.35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W	55.97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91.36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107.94' –	PK nail w/ washer in Northwest face of power pole
EAST	75.00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76.33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79.73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77.67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88.62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No. 59791
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE:

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

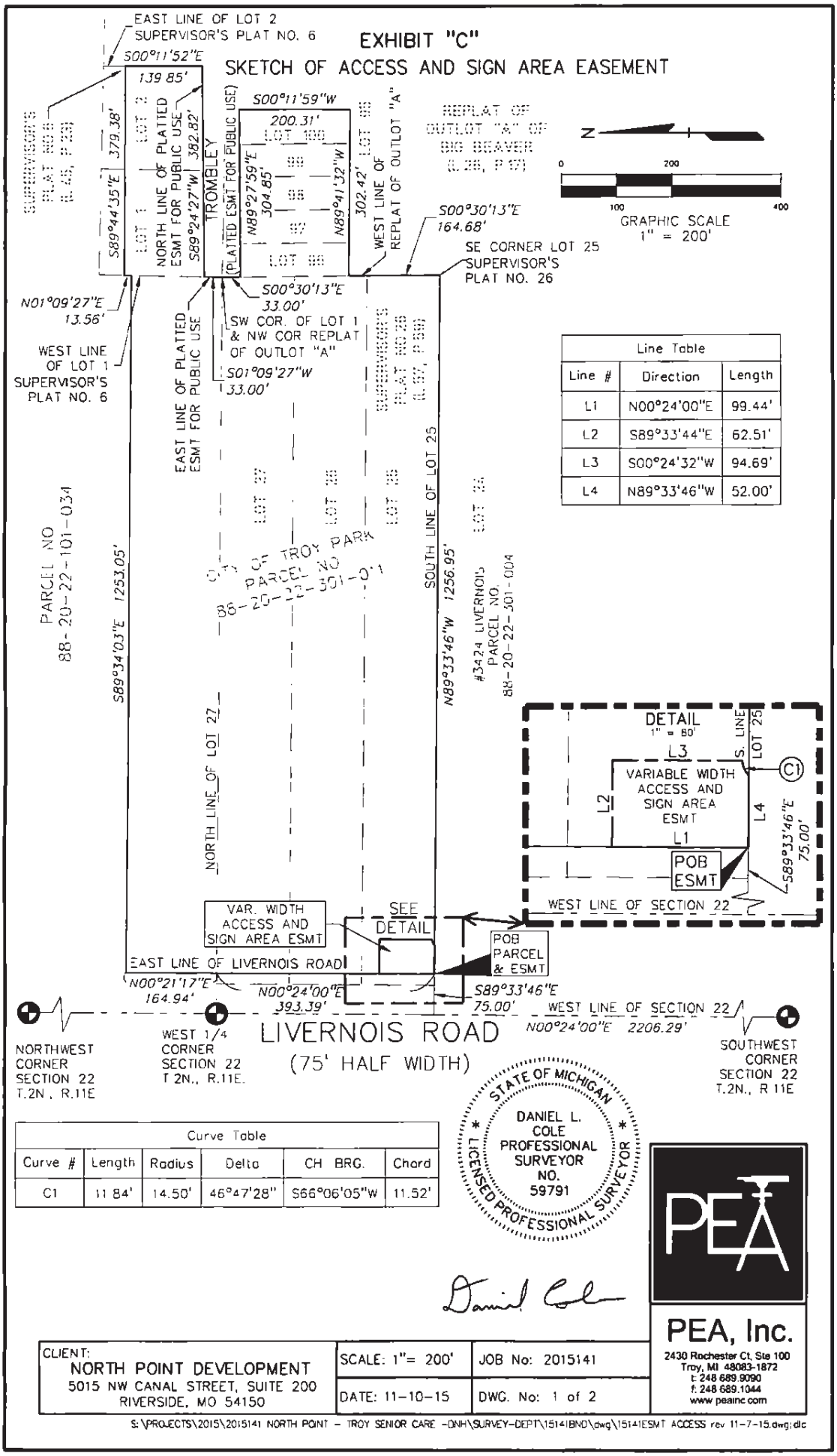
S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DMH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg; DLC

EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF THE PORTION OF GRANTOR PROPERTY ON WHICH THE ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT IS LOCATED

EXHIBIT "C"

SKETCH OF ACCESS AND SIGN AREA EASEMENT



Line Table		
Line #	Direction	Length
L1	N00°24'00"E	99.44'
L2	S89°33'44"E	62.51'
L3	S00°24'32"W	94.69'
L4	N89°33'46"W	52.00'

Curve Table					
Curve #	Length	Radius	Delta	CH BRG.	Chord
C1	11.84'	14.50'	46°47'28"	S66°06'05"W	11.52'

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO. 59791
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:	SCALE: 1"= 200'	JOB No: 2015141
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	DATE: 11-10-15	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\1514IBND\dwg\15141ESMT ACCESS rev 11-7-15.dwg;dlc

EXHIBIT "C"
LEGAL DESCRIPTIONS

Legal Description – Parcel:
(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver", thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26", thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-011

Legal Description – Variable Width Access and Sign Area Easement:
(Per PEA, Inc.)

A variable width access and sign area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:
Commencing at the Southwest Corner of said Section 22;
thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;
thence S89°33'46"E 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;
thence along said easement the following five (5) courses:
1) along said East line, (L1) N00°24'00"E, 99.44 feet;
2) (L2) S89°33'44"E, 62.51 feet;
3) (L3) S00°24'32"W, 94.69 feet;
4) (C1) 11.84 feet along the arc of a non-tangent curve to the left, having a radius of 14.50 feet, a central angle of 46°47'28", and a chord bearing S66°06'05"W, 11.52 feet to the aforementioned South line of Lot 25 and;
5) along said South line, (L4) N89°33'46"W, 52.00 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±6,181 square feet of land.

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141	PEA, Inc. 2430 Rochester Ct, Ste 100 Troy, MI 48083-1872 t: 248 689 9090 f: 248 689 1044 www.peainc.com
	DATE: 11-10-15	DWG. No: 2 of 2	

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT ACCESS rev 11-7-15.dwg;dlc

EXHIBIT "D"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT ARE NOT ATTACHED TOTHIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

Exhibit B

Development Agreement

See attached.

STONECREST SENIOR LIVING AND MEMORYCARE RESIDENCES AND JOINT CITY PARK DEVELOPMENT

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

81094
LIBER 49299 PAGE 1
$373.00 MISC RECORDING
$4.00 REMONUMENTATION
04/26/2016 01:58:20 P.M. RECEIPT# 45053
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

DEVELOPMENT AGREEMENT FOR STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES AND JOINTLY DEVELOPED CITY PARK PLANNED UNIT DEVELOPMENT

This Development Agreement ("Agreement") dated November 23, 2015, is entered into by and between NP TROY, LLC, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer") and the CITY OF TROY, a Michigan municipal corporation having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 ("City").

Recitals

A. Developer is the Purchaser of certain real property located in the City of Troy, Oakland County, Michigan containing approximately 9.59 acres, located on the east side of Livernois Road, between Big Beaver Road and Wattles Road, across from Town Center Drive, which real property is more particularly described and depicted in **Exhibit B** hereto (the "Developer Property").

122 P A

B. The Developer Property is located immediately to the south of property owned by the City consisting of approximately 18.73 acres on which the City intends to develop a City Park, jointly with Developer, which real property owned by the City is more particularly described and depicted in **Exhibit A** hereto (the "City Park Property").

C. The Developer filed an Application for concurrent approval of a Concept Development Plan and a Preliminary Development Plan for a new PUD in order to develop assisted living residences with a memory care component consisting of residential related uses on approximately the westerly +/- 3.651 acres of the Developer Property (hereinafter the "Assisted Living and Memory Care Residences"), which real property is more particularly described and depicted on the attached **Exhibit C** which shows the full Developer Property of +/- 9.421 acres, less the Conservation Area of +/- 5.77 acres. The remaining +/- 5.77 acre portion of the Developer Property legally described and depicted on **Exhibit C** is to be retained as an undeveloped natural site in perpetuity by means of a conservation easement which limits

OK - LG

and restricts the easterly +/- 5.77 acre portion of the Developer Property as undeveloped land (the "Undeveloped and Naturally Preserved Site Area"). It is intended that the terms of the conservation easement will be negotiated by the parties and, when fully signed by the Parties, will be attached as a separate Exhibit to this Agreement. The Assisted Living and Memory Care Residences and the Undeveloped and Naturally Preserved Area, together with the jointly developed City Park as described in this Agreement as to Developer's obligations and agreement relating to the City Park are collectively referred to as the "Project" or the "Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park PUD".

D. As part of the Jointly Developed City Park portion of this PUD, it is intended that the Developer and the City will mutually enter into a series of easements and/or easement maintenance agreements in perpetuity located on specifically designated portions of Developer's Property and the City Park Property, which will provide for several different specified uses by the Parties and development of portions of the City Park Property at the expense and cost of Developer as more fully set forth in this Paragraph D and detailed further in this Agreement and in other specific Exhibits to be attached to this Agreement, and located on the City Park Property.

(1) There will be an Entrance Drive and Cross-Access Driveway Easement Agreement from Livernois Road extending to the Developer Property north property line and also located on the City Park Property starting from the east edge of Livernois Road and extending further onto the City Park Property and to the Developer Property to the south. The form and substance of such "Entrance Drive and Cross-Access Easement" is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits, and the fully executed Entrance Drive and Cross-Access Easement with legal descriptions, surveys and other exhibits will be submitted before final site plan approval and held by the City for recording after final engineering is approved by the City. The Developer will pay all costs and expenses of constructing of this Entrance Drive and Cross-Access Easement and the cost of landscaping the area to high quality standards as more fully set forth in Preliminary Landscape Plan dated September 2, 2015, attached as **Exhibit C-1.0** hereto.

(2) In addition, Developer will construct, at its sole cost and expense, an access parking lot area and related improvements located on the City Park Property and mutually serving both the Developer Property and the City Park Property, which is primarily intended for use as part of the City Park, but Developer will have the right to mutually use that parking area in perpetuity as incidental overflow parking to the Developer Property. The form and substance of the Easement for Parking Lot and for Joint Parking Facilities is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Parking Lot and for Joint Parking Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. All parking, stormwater retention/detention and disposal, and landscaping relating to the parking area on City Park Property will be installed by Developer, at its cost, as approved by the City requirements in accordance with the Preliminary Development Plan attached as Exhibit D.

(3) As part of the development of the City Park on City Park Property and the development of the Developer Property for its approved uses, there will be need for a stormwater retention/detention pond and water feature to be mutually used by the parties in perpetuity and located on the City Park Property, which stormwater retention/detention pond and water feature will serve both the City Park Property and Developer Property. The form and substance of the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities on the City Park Property is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Water Detention/Retention and for Joint Detention/Retention Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer will pay all costs of installing that retention/detention pond and water feature and will be responsible to remove the soil required to install the retention/detention pond and water feature either to the Developer Property as additional fill on Developer Property or by removal from and/or relocation upon the Developer Property and/or City Park Property as agreed to in writing with the City. The Easement for Water Detention/Retention and or Joint Detention/Retention Facilities will be constructed to City specifications and will contain landscaping and other amenities to make it an attractive water feature on City Park Property with a fountain and electrical service provided by Developer as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(4) The City hereby grants to Developer, its agents, employees, contractors and suppliers, a clear and adequate Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement approved in form and substance and attached hereto providing access and temporary use of the City Park Property to install, repair and maintain the Developer improvements to the City Park Property as required by this Agreement and as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D.**

(5) As part of this Agreement, the City hereby approves in form and substance a Monument Sign Easement Agreement to be located on the City Park Property attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Monument Sign Easement Agreement with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer may install and maintain, at Developer's cost, a sign identifying Developer's name, address, location and access to its senior living and memory care residences on the Developer Property as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D.**

(6) As part of this Agreement, the City hereby approves in form and substance a Reciprocal Easement Maintenance Agreement (hereafter "REMA") attached hereto without the legal descriptions, surveys or other exhibits and the fully executed REMA with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City.

(7) There will be additional ideas, plans and improvements to the City Park Property which the City desires to include as part of its overall development of the City Park

Property as it evolves. The City has not yet finalized its detailed plans for pathways, overall landscaping, bathroom facilities, fencing and other City Park Property amenities. Because Developer is satisfied that it is in its best interests as part of the Jointly Developed City Park under this PUD Agreement to have a City Park which is attractive and desirable to the City, its citizens and users, and the Developer and its residents, Developer has committed to provide to the City, in advance, upon completion of the Developer's specified obligations on the City Park Property as set forth in this Agreement, an additional fund of Fifty Thousand ($50,000.00) Dollars which the City may use in its discretion for the further completion of amenities of its choice in the City Park at the City's cost. These funds will be provided by Developer upon acceptance by the City of the improvements which Developer is obligated to provide on the City Park Property as set forth in this Agreement.

E. The Developer has agreed to undertake, at Developer's cost, the construction of various public roads, entrance drive, cross-access drive, sidewalks, detention/retention pond, and public and private utility improvements necessary for the Project. Developer agrees to construct the Project in one phase which is set forth on the Preliminary Site Plan dated September 2, 2015, attached hereto as **Exhibit E** attached hereto (the "Preliminary Site Plan"). The City Council of the City has issued Concept Development Plan and Preliminary Development Plan approval for the rezoning of the Developer Property in accordance with this PUD as required by the City's Zoning Ordinance.

F. In connection with the grant of rezoning of the Developer Property to PUD, Chapter 39, Section 11.06 E. of the City's Zoning Ordinance requires the execution of a Planned Unit Development Agreement which incorporates the Concept Development Plan and Preliminary Development Plan, which are attached to this Agreement and include a summary description of the nature and character of the proposed Development; a statement of the conditions upon which the Concept Development Plan Approval and Preliminary Development Plan Approval by the City Council is based; a summary of public improvements and financial guarantees to complete those improvements; and other documents enumerated as PUD Documents, and which require Concept Development Plan Approval by City Council as part of the grant of rezoning of the Developer Property to PUD. However, Developer submitted a Concept Development Plan and Preliminary Development Plan pursuant to Chapter 39, Section 11.07 which was recommended for approval by the Planning Commission on September 22, 2015.As part of PUD plan approval, Developer has offered and agreed to make the improvements and to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Project will be capable of accommodating increased services and facility loads caused by the Project, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Developer Property and City Park Property in an economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et. seq.* and Chapter 39, Article 11 of the City of Troy Zoning Ordinance.

G. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Developer Property and the City Park Property, once City Council has granted rezoning to Stonecrest Senior Living

and Memory Care Residences and Jointly Developed City Park Planned Unit Development, and approved this Agreement and the Concept Development Plan and the Preliminary Development Plan, including preliminary site plan, preliminary landscape plan, preliminary grading plan, tree list, tree preservation plan, topographic survey, site photometer plan, innovations lighting solutions, the temporary construction easement, the various perpetual easements and reciprocal easement maintenance agreement ("REMA"), the floor plans room details and elevation plan for the Stonecrest Senior Living and Memory Care Residences, and the other PUD Documents referenced herein and attached hereto. This Agreement is effective on the date the City's Zoning Ordinance is amended to grant rezoning of the Developer Property to PUD (the "Effective Date") and to be binding upon the City, the Developer, and their successors and assigns.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement, incorporates all PUD Documents, and shall run with the land, both as to Developer's Property and pursuant to the perpetual easements and agreements on Developer's Property and/or City Park Property. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's respective successors and assigns. It is the intent of the City and Developer to put all future owners of the Developer Property and/or the City Park Property or parties in interest on notice of the rights, obligations, restrictions, and perpetual easements and agreements 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" for any successors or assigns of the Developer Property, and shall be incorporated by reference in any other restrictions created in connection with the development and/or use of the Developer Property, the 5+ acres of Developer Undeveloped Property and/or City Park Property.

1.2 The Developer Property shall be developed and improved only in accordance with the following, which shall be referred to herein as the "PUD Documents". Additional "PUD Documents City Park Property", which are a part of the Jointly Developed City Park are also referenced herein and made a part of this Agreement:

A. Chapter 39, Article 11 of the City's Zoning Ordinance, and amendments, if any.

B. The Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development Plan/Preliminary Development Plan Application, submitted by Developer to the City Planning Department on September 2, 2015. Information included in the

Concept Development Plan/Preliminary Development Plan Application, or subsequently submitted to the City by Developer, its architects, professional engineers or landscaping consults, including but not necessarily limited to, the following:

General Description of Document		Date of Document	Draftor or Preparer
C-0.0	Cover Sheet	9/2/15	PEA Inc.
C-1.0	Topographic Survey	9/2/15	PEA Inc.
C-1.1	Tree List	9/2/15	PEA Inc.
C-1.2	Tree Preservation Plan	9/2/15	PEA Inc
C-2.0	Preliminary Site Plan	9/2/15	PEA Inc.
C-3.0	Preliminary Grading Plan	9/2/15	PEA Inc.
L-1.0	Preliminary Landscape Plan	9/2/15	PEA Inc.
____	Site Photometric Plan	9/15/15	Innovative Lighting Solutions
SK1	First Floor Plan	9/1/15	pi architects
SK2	First Floor Plan – West Half	9/1/15	pi architects
Sk3	First Floor Plan – Middle Section	9/1/15	pi architects
Sk4	First Floor Plan – East Half	9/1/15	pi architects
Sk5	First Floor Plan – Second Floor Plan	9/1/15	pi architects
Sk6	Room Details	9/1/15	pi architects
Sk7	Elevation Plan	9/1/15	pi architects
Sk9	Section @ Left Wing	9/1/15	pi architects

C. Signage. all signs shall comply with the requirements for multiple residential uses in Chapter 85-Signs of the Troy Code of Ordinances. Such signs may be lighted and shall be designed to attract and inform pedestrians and vehicles of the Project location, address and use. No such projecting sign shall exceed 32 square feet per sign. The location of all

ground signs shall be subject to review and approval by the City Building Official.

D. Any and all conditions of the approval of the City Council pertaining to the Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development/Preliminary Development Plan as specifically reflected in the resolution of the official minutes of the meeting at which such approval is granted.

E. An Affidavit of Property Ownership to be recorded by Developer with the Oakland County Register of Deeds prior to commencement of construction and prior to the lease, rental or occupancy by tenants of any portion of the Project, containing the legal description of the entire Developer Property, specifying the date of Concept Development/Preliminary Development Plan approval and rezoning of the Planned Unit Development by the City Council, and declaring that all future development of the Developer Property and by Developer on the City Park Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.

F. Developer shall have the right hereunder to modify the interior floor plans for the Senior Living and Memory Care Residences on the Developer Property without the consent (but subject to compliance with all other applicable City ordinances), so long as the exterior elevations for the improvements in the Senior Living and Memory Care Residences do not significantly change. Any significant changes to the building elevation on the Developer Property (as determined by the City Zoning Administrator) may be reviewed and approved by the City Planning Commission following procedures set forth in the Troy Zoning Ordinance for an amendment to a Site Plan.

G. Trash pickup on the Developer Property may not occur between the hours of 10 p.m. and 8 a.m.

H The City of Troy Planning Department may administratively approve improvements to the City Park Property including, but not limited to, restrooms, trails, fencing, sidewalks, parking lots, and play equipment, whether erected by Developer or the City.

1.3 Troy City Council Resolution # 2015-11-148 and this Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development shall be considered an amendment to the Zoning Ordinance and the Zoning Map, reclassifying-the zoning of the Developer Property, which was not previously rezoned to PUD and constitutes the land use authorization for the Developer Property, and all use and improvement of the Developer

Property or by the Developer on the City Park Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein and as set out in Chapter 39 of the Troy Zoning Ordinance.

ARTICLE II

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

2.1 The Final Development Plan application submitted per the requirements of Section 11.08 of Chapter 39, Article 11 of the City's Zoning Ordinance, shall meet and conform to the criteria of the Concept Development Preliminary Development Plan and the Preliminary Development Plan as approved by the City.

2.2 Developer shall have the right to develop the Developer Property and make improvements or modifications to the City Park Property in accordance with the PUD Documents as per Chapter 39, Article 11 of the City's Zoning Ordinance. Any changes to the Project shall be approved in accordance with the PUD Documents and the City's Zoning Ordinance in effect at the time of the proposed changes.

2.3 The Project shall be developed in one phase.

2.4 List of Conditions Offered in Exchange for PUD Consideration. As part of the PUD approval and as conditions of said approval and to satisfy the PUD zoning standards, Developer's obligations shall include the following, plus any other requirements set forth in documents or Exhibits attached hereto and made a part hereof, which are designated as the obligations of Developer:

The conditions described on the Site Plan for the Developer Property and the City Park Property include, in summary only·

(a) Construction of a shared use parking lot with landscaped islands, water features, parking lot lights;

(b) construction of a stormwater detention/retention pond with water feature, fountain, electrical connections and landscaping;

(c) sidewalk and landscaping along the east side of Livernois Road on the City Park Property; and

(d) plaza and trailhead and a $50,000 contribution to the City for optional future City Park development and enhancement by the City.

2.5 Developer and the City have, in connection with the Entrance Drive and Cross-Access Driveway Easement Agreement located on the City Park Property, the Easement for Parking Lot and for Joint Parking Facilities located on the City Park Property and the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities located on the City Park Property, entered into a Reciprocal Easement and Maintenance Agreement ("REMA") regarding the upkeep, care and maintenance of the improvements located on the City Park Property which will establish the obligations of the owners and/or occupants or users of the improvements within the City Park Property to maintain the landscaping and improvements, snowplowing, sweeping of drives, sidewalks and parking lot, and other Joint Parking Facilities within and upon the City Park area within the perpetual easement areas to the extent included in and as more particularly set forth in the Reciprocal Easement and Maintenance Agreement ("REMA").

2.6 Developer, or any successor owner of the Developer Property, shall maintain the landscaping and related improvements located within or upon the Developer Property in a neat and orderly appearance, substantially free from refuse and debris and, shall promptly replace any dead or dying plants and shrubs. If the weather does not allow for immediate removal and replacement, then it shall be done as soon as possible, but in no event shall it be longer than the end of the current planting season.

2.7 Developer shall comply with the City Code and Ordinances, make any necessary application for permits and obtain any necessary permits for the use of temporary sales trailers and/or rental, occupancy, and advertising signs.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, including any required fire hydrants on the Developer Property. Such improvements shall be designed and constructed in accordance with the Final Development Plan, 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 provided by and at the sole expense of the Developer and shall be completed, approved and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures and uses on the Developer Property and as part of the Developer Property. All water and sanitary system improvements required shall be completed before construction of the buildings to be erected on the Developer Property within said Development 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 the Developer Property to be served thereby, prior to issuance of any building permits. The water and sanitary sewer improvements within the Project must be completed such that upon completion and any dedication of such improvements, be fully sufficient to provide the required capacity for water and sewer services to

such buildings to be erected on the Developer Property according to the applicable laws, ordinances, codes, regulations and standards at the time of construction of buildings to be erected on the Developer Property. With respect to the Project, the Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. 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 of the water and sanitary sewer systems plus 10% refundable cash deposit. 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. In such case, building permits for the buildings to be erected on the Developer Property within the Project 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. The water and sanitary sewer improvements shall be completed and approved prior to issuance of any certificates of occupancy for the last building to be erected on the Developer Property within the Project. 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 the water and sanitary sewer 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 the water and sanitary sewer improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the Security shall be maintained by the City until such time as final approval has been issued for all improvements required for the Project on the Developer Property.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct a storm water and retention/detention system on the Developer Property and the City Park Property, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans and all applicable ordinances, laws, codes, standards and regulations. The Developer and the City have or will execute applicable easement agreements or other agreements relating to those improvements installed on the City Park Property. All drainage improvements necessary for the Project shall be completed and approved prior to issuance of a Final Certificate of Occupancy for any residence structure on the Developer Property. During the development of the Project, the Developer shall be obligated to maintain any then existing storm drainage and retention/detention system and facilities in a fully operational condition. Upon completion of the storm drainage and retention/detention system, the Developer may assign its responsibility with respect to such maintenance in accordance with the REMA. In such case, the obligation for maintenance shall be that of the party obligated under the REMA. For the construction of such storm water and retention/detention system, Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. 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 of the storm

drainage system plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the drainage improvements as required by the City Engineer, if Developer fails to complete the drainage 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. In such case, building permits for the development of the Developer Property by Developer to be served by the drainage improvements in question will be issued upon the posting of such Security and execution of such Agreement, which shall be approved by the City in the exercise of reasonable discretion. The drainage improvements shall be completed and approved prior to issuance of any certificates of occupancy within the Development of the Developer Property. 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 the drainage 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 the drainage improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the security shall be maintained by the City until such time as final approval has been issued for all improvements required by Developer serving the City Park Property.

3.3 Sidewalks, Drives, Entryways and Parking Lots. All entryways, drives, sidewalks, and parking lots (the "paving improvements") on the Developer Property or the City Park Property to be constructed by Developer shall be designed, situated and constructed in accordance with the Final Site Plan, engineering plans, all requirements and applicable ordinances of the City, the PUD Documents and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking lots on the Developer Property will be private except as otherwise set forth herein. The drives, entry ways, sidewalks, parking lots and pathways installed by Developer or the City on City Park Property will be public property subject to restrictions established by the City, but subject to the retained rights of Developer under the terms of this Agreement, the applicable perpetual easements referenced in and attached as exhibits to this Agreement, and/or the REMA. The Developer, its successors and assigns, shall provide for emergency access for public entities and their personnel on the Developer Property. The Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. 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 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the sidewalks, drives, entryways, landscaping, and parking lots required by Developer on the City Park Property as required by the City Engineer, if Developer fails to complete the sidewalks, drives, entryways and parking lots 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. In such case, building permits for the applicable phase of the Project to be served by the sidewalks, drives, entryways, and parking lots in question will be issued upon the posting of such Security and execution of this Agreement. The sidewalks, drives, entryways, and parking lots on the Developer Property and the City Park Property, as provided for herein, shall be completed and approved prior to issuance of any certificates of occupancy for the last building on the Developer Property.

3.4 Prior to the issuance of the first certificate of occupancy on the Developer Property, parking spaces shall be provided necessary to serve the development of the Developer Property, and shall consist of, at a minimum, striping on a base course of asphalt, as determined by the City Engineer for all entranceways and internal drive areas to provide for access for construction traffic, City personnel, emergency and firefighting equipment to the Developer Property. Further, the Developer agrees to complete to the City's approval the paving of all areas referenced in this Section (including topcoat, parking lot striping, and permanent traffic control signing required on Developer Property) prior to the issuance of the certificate of occupancy for the Project.

3.5 Developer, its successors and assigns, shall be responsible for upkeep, maintenance and repair of the drives, entranceways, sidewalks, and parking lots during the period of construction, and shall also keep streets abutting the Project free from debris and repair any damage to the streets abutting the Project (subject to City of Troy requirements) caused by construction activities on or for the Developer Property or the Project and use of abutting streets for construction purposes. If the Developer fails to maintain and repair the streets, boulevards, drives, entranceways, parking lots and abutting streets, as required by this Section, subject to normal construction requirements and construction traffic, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for development of the Project until such failure is cured in addition to any enforcement authorization or remedy provided herein, or any other agreement. At all times during and after completion of construction, Developer, its successor and assigns, shall cause all drives, entranceways and parking lots located on the Developer Property to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition to allow for the free flow and circulation of traffic throughout the Project, except for temporary closures or obstruction due to construction, repairs or snow. The responsibility and obligation for such ongoing maintenance and repair on the Developer Property shall be that of the Developer, its successors and assigns.

3.6 Developer shall have the right, subject to required City approvals, to assign its maintenance and repair obligations under this Agreement to any successor owner of the Developer Property. Upon the assignment to and assumption by the successor owner of Developer's maintenance and repair obligations, Developer shall have no further obligations or liability with respect thereto.

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

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 The City, in each instance, shall endeavor to 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.

If, following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall there upon 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 Developer 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 Developer Property, and the City may proceed under paragraph 4.1(b).

(b) Enter upon the Developer Property, or cause its agents or contractors to enter upon the Developer 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 (10%) percent 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 Project detailing in writing the uncompleted portions of the Project, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Project, 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 Project until such issues have been satisfactorily resolved.

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

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the PUD Documents shall control. 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.

ARTICLE V

MAINTENANCE OBLIGATIONS

The Developer, its successors and assigns, shall indemnify and hold harmless the City, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of Developer's specific use or required maintenance of the City Park Property owned by the City but maintained by the Developer, except those claims arising from the negligence or willful misconduct of the City, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of Developer or its successors thereunder.

Likewise, the City, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City's specific use or required maintenance of the City Park Property owned by the City and required to be maintained by the City, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park

Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of the City or its successors thereunder.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 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 the Developer Property as set out in this Agreement. Until the rights and responsibilities under this Agreement are transferred to a third party under this Agreement and/or any REMA Agreement between the parties, 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 Developer Property, including mortgagees and others.

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

6.3 If there is a conflict between the terms of any of the PUD Documents, such documents shall control in the following order: (1) this Agreement and the attached Exhibits which are made a part hereof; (2) Chapter 39, of the City's Zoning Ordinance, and amendments, if any; (3) Final Development Plan, and (4) the Concept Development/Preliminary Development Plan. Where there is a question with regard to applicable regulations for a particular aspect of the Project, 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; 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.

6.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Developer Property or City Park Property, or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking of all or a portion of the Developer 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 Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and

storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Developer 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 Project contemplated hereby, and all such improvements and the requirements and regulations of the Project under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

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

6.6 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.

[Signatures Follow]

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

"Developer"

NP TROY, LLC
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Its: Manager

Dated: November 19, 2015

STATE OF Missouri)
) SS
COUNTY OF Platte)

The foregoing instrument was acknowledged before me this 19th day of November 2015, by Nathaniel Hagedorn the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

ANN A. ERDMANN
Notary Public, Notary Seal
State of Missouri
Platte County
Commission # 14439134
My Commission Expires April 24, 2018

_____
Print Name: Ann A Erdmann
Notary Public
Platte County, Missouri
My Commission Expires: April 24, 2018
Acting in the County of Platte

"City"

CITY OF TROY, a Michigan Municipal Corporation

By: _____
Name: Dane Slater
Its: Mayor

Dated: 11-23-2015

By: _____
Name: Aileen Dickson
Its: City Clerk

Dated: 11-23-2015

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

_____
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

DEVELOPMENT AGREEMENT FOR STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES AND JOINTLY DEVELOPED CITY PARK PLANNED UNIT DEVELOPMENT

INDEX OF EXHIBITS

Exhibit A – Certificate of Survey and Legal Description City Park Property

Exhibit B – Certificate of Survey and Legal Description of Developer Property

Exhibit C – Sketch of Conservation Area and Legal Description of Conservation Area

Entrance Drive and Cross-Access Easement (Approved Form)

Exhibit C-1.0 – Preliminary Landscape Plan

Easement for Parking Lot and for Joint Parking Facilities (Approved Form)

Exhibit D – Preliminary Development Plan

Easement for Water Detention/Retention and for Joint Detention/Retention Facilities (Approved Form)

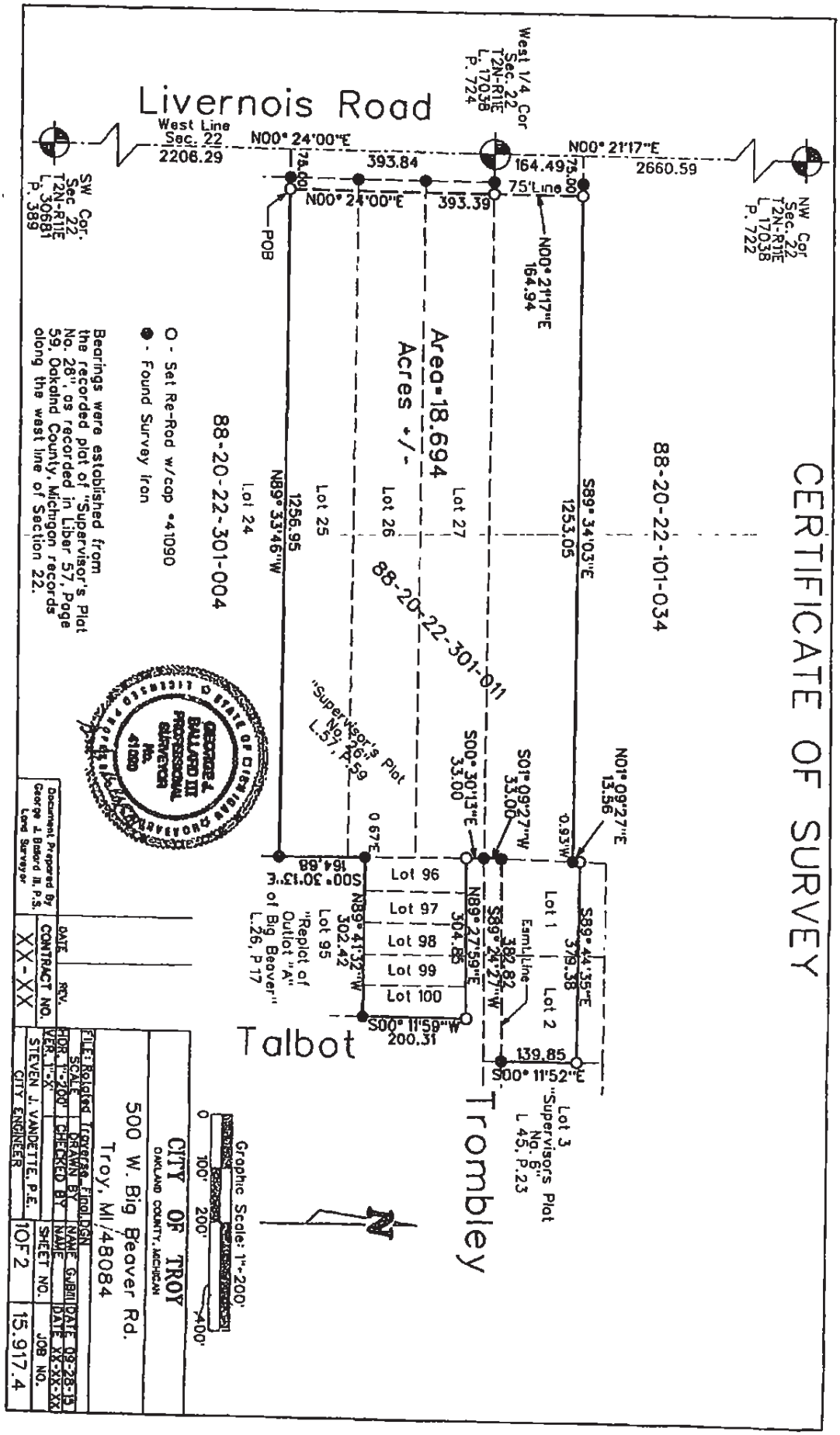
Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement (Approved Form)

Monument Sign Easement Agreement (Approved Form)

Reciprocal Easement Maintenance Agreement (Approved Form)

Exhibit E – Preliminary Site Plan

EXHIBIT A
CERTIFICATE OF SURVEY AND LEGAL DESCRIPTION OF CITY PARK PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
West Line Sec. 22 2206.29
N00° 24'00"E
393.84
393.39
164.49
N00° 21'17"E
2660.59
75.00
75' Line
N00° 24'00"E
N00° 21'17"E 164.94
POB
SW Cor. Sec. 22 T2N-R11E L. 30681 P. 389
West 1/4 Cor Sec. 22 T2N-R11E L. 17038 P. 724
NW Cor Sec. 22 T2N-R11E L. 17038 P. 722
Area=18.694 Acres +/-
88-20-22-101-034
88-20-22-301-004
88-20-22-301-011
Lot 24
Lot 25
Lot 26
Lot 27
N89° 33'46"W 1256.95
S89° 34'03"E 1253.05
S89° 44'35"E 379.38
N01° 09'27"E 13.56
S01° 09'27"W 33.00
S00° 30'13"E 33.00
0.67'E
0.93'W
"Supervisor's Plat No. 6" L.51, P.59
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
N89° 41'32"W 302.42
S00° 11'59"W 200.31
"Replat of Outlot "A" Big Beaver" L.26, P.17
Lot 1
Lot 2
Lot 3 "Supervisors Plat No. 6" L 45, P.23
Easmt. Line
N89° 27'59"E 304.85
S89° 24'27"W 382.82
139.85
S00° 11'52"W
Talbot
Trombley
Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
GEORGE J. BALLARD III PROFESSIONAL SURVEYOR No. 41090
STATE OF MICHIGAN
Graphic Scale: 1"=200'
0 100' 200' 400'
Document Prepared By George J. Ballard III, P.S. Land Surveyor
DATE
CONTRACT NO. XX-XX
REV.
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
FILE: Rolated Traverse.Final.DGN
SCALE HOR. 1"=200' VER. 1"=X
DRAWN BY NAME
CHECKED BY NAME
STEVEN J. VANDETTE, P.E. CITY ENGINEER
SHEET NO. 1OF 2
DATE 09-28-15
DATE XX-XX-XX
JOB NO. 15.917.4

LIBER 49299 PAGE 22

Description of Parcel:

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as. Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33 00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 96 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.60 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.68 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — Date: 9-28-2015

Witness Ties

SW Cor. Sec. 22
(Remon. Mon in Mon Box)
S65° E, 50 36'-PK in SW Cor. of Pole Base
N88° E: 48 70'-PK in NW Cor. Light Pole Base
N65° W: 52.85'-PK in NE Cor. Pole Base
S75° W 52 35'-Nail in SE Cor Ped. Signal Pole Base

West 1/4 Cor. Sec 22
(Remon. Mon. in Mon. Box)
N63° W, 55 97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.94'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 76.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41090 — LICENSED

Graphic Scale: 1"=200'
0 100' 200' 400'

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W Big Beaver Rd.
Troy, MI 48084

FILE: Rotated Traverse_Final.DGN					
SCALE		DRAWN BY	NAME GJB III	DATE 09-28-15	
HOR. 1"=200'		CHECKED BY	NAME	DATE XX-XX-XX	
VER. 1"=X'				SHEET NO.	JOB NO.
STEVEN J. VANDETTE, P.E. CITY ENGINEER				2OF2	15.917.4

DATE	REV
CONTRACT NO.	
N/A	

Document Prepared By George J Ballard III, P.S. Land Surveyor

20-22-301-011

EXHIBIT B
CERTIFICATE OF SURVEY AND LEGAL DESCRIPTION OF DEVELOPER PROPERTY

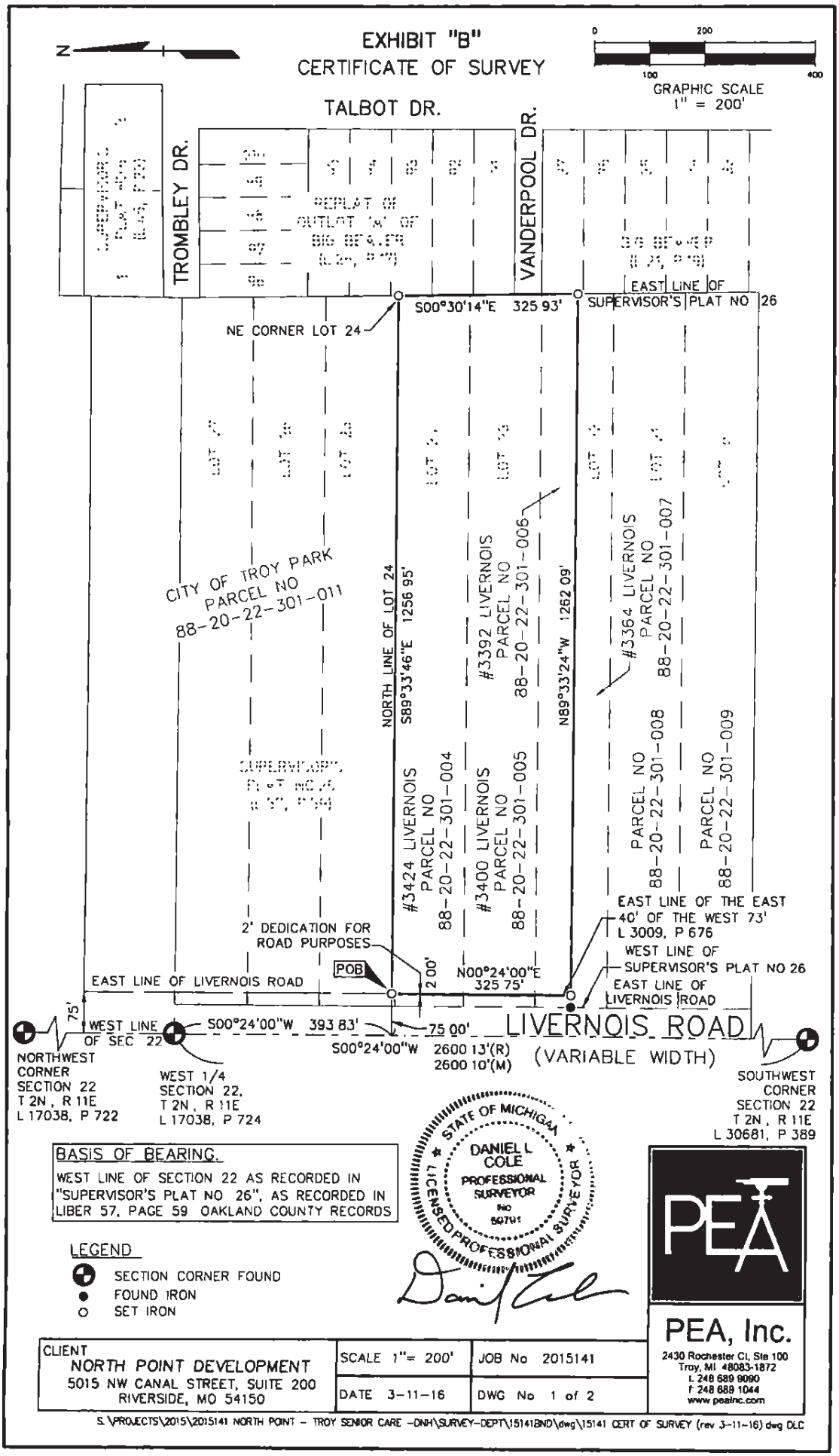


EXHIBIT "B"
CERTIFICATE OF SURVEY
GRAPHIC SCALE
1" = 200'
TALBOT DR.
TROMBLEY DR.
VANDERPOOL DR.
REPLAT OF OUTLOT 'A' OF
EAST LINE OF SUPERVISOR'S PLAT NO 26
S00°30'14"E 325 93'
NE CORNER LOT 24
CITY OF TROY PARK
PARCEL NO
88-20-22-301-011
NORTH LINE OF LOT 24
S89°33'46"E 1256 95'
#3424 LIVERNOIS
PARCEL NO
88-20-22-301-004
#3400 LIVERNOIS
PARCEL NO
88-20-22-301-005
#3392 LIVERNOIS
PARCEL NO
88-20-22-301-006
N89°33'24"W 1262 09'
#3364 LIVERNOIS
PARCEL NO
88-20-22-301-007
PARCEL NO
88-20-22-301-008
PARCEL NO
88-20-22-301-009
EAST LINE OF THE EAST
40' OF THE WEST 73'
L 3009, P 676
WEST LINE OF
SUPERVISOR'S PLAT NO 26
EAST LINE OF
LIVERNOIS ROAD
2' DEDICATION FOR
ROAD PURPOSES
POB
2 00'
N00°24'00"E
325 75'
EAST LINE OF LIVERNOIS ROAD
75'
WEST LINE
OF SEC 22
S00°24'00"W 393 83'
75 00'
S00°24'00"W 2600 13'(R)
2600 10'(M)
LIVERNOIS ROAD
(VARIABLE WIDTH)
NORTHWEST
CORNER
SECTION 22
T 2N , R 11E
L 17038, P 722
WEST 1/4
SECTION 22,
T 2N , R 11E
L 17038, P 724
SOUTHWEST
CORNER
SECTION 22
T 2N , R 11E
L 30681, P 389
BASIS OF BEARING.
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO 26", AS RECORDED IN LIBER 57, PAGE 59 OAKLAND COUNTY RECORDS
LEGEND
SECTION CORNER FOUND
FOUND IRON
SET IRON
STATE OF MICHIGAN
DANIEL L COLE
PROFESSIONAL SURVEYOR
No 50791
LICENSED PROFESSIONAL SURVEYOR
PEA
PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t 248 689 9090
f 248 689 1044
www.peainc.com
CLIENT
NORTH POINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MO 54150
SCALE 1"= 200'
JOB No 2015141
DATE 3-11-16
DWG No 1 of 2
S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION
(Per PEA, Inc)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as

Commencing at the West 1/4 of said Section 22,
thence along the West line of said Section 22, S00°24'00"W, 393 83 feet,
thence S89°33'46"E (recorded as S89°36'00"E), 75 00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING,

thence continuing S89°33'46"E, 1256 95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325 93 feet,
thence N89°33'24"W, 1262 09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325 75 feet to the POINT OF BEGINNING
Containing ±9 421 acres of land Subject to any easements and restrictions of record

Section Corner Witnesses

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50 36' –	PK nail in Southwest face of pole base
N88°E	48 70' –	PK nail in Northwest face of light pole base
N65°W	52 85' –	PK nail in Northeast face of pole base
S75°W	52 35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W	55 97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91 36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107 94' –	PK nail w/ washer in Northwest face of power pole
EAST	75 00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76 33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79 73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77 67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88 62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described, that are no encroachments except as shown, that the field error of closure is greater than 1 part in 10,000, and that I have complied with the survey requirements of Public Act 132 of 1970, as amended The seller of this property is required to record this instrument at the time of sale

STATE OF MICHIGAN
DANIEL L COLE
PROFESSIONAL SURVEYOR
No 59791
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE

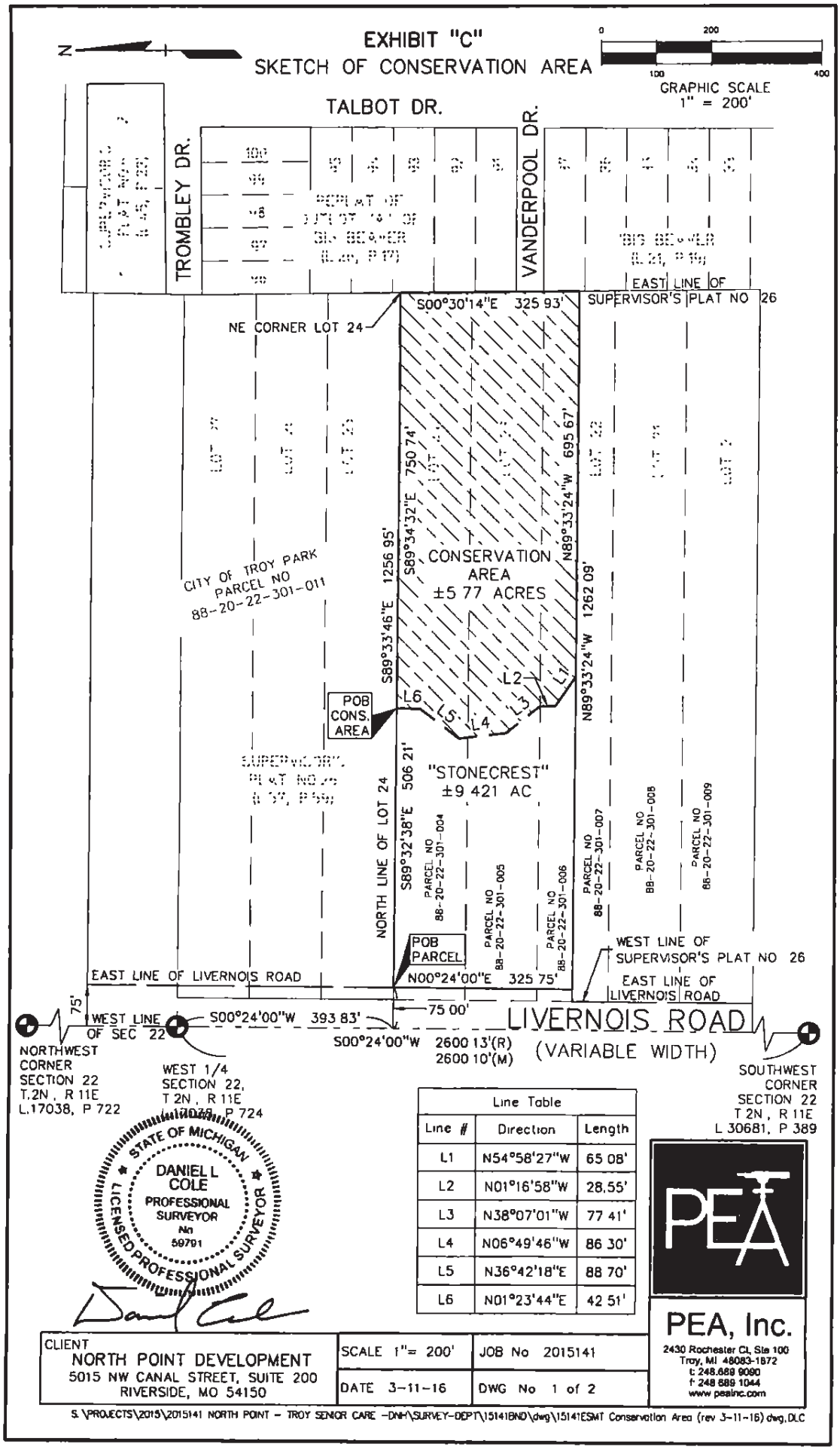
Daniel L Cole, P S #59791
An Agent for PEA, Inc

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t 248 689.9090
f 248 689.1044
www peainc com

CLIENT	SCALE	JOB No
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	–	2015141
	DATE 3-11-16	DWG No 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg DLC

EXHIBIT C
SKETCH OF CONSERVATION AREA AND LEGAL DESCRIPTION OF CONSERVATION AREA



Line Table		
Line #	Direction	Length
L1	N54°58'27"W	65 08'
L2	N01°16'58"W	28.55'
L3	N38°07'01"W	77 41'
L4	N06°49'46"W	86 30'
L5	N36°42'18"E	88 70'
L6	N01°23'44"E	42 51'

STATE OF MICHIGAN
DANIEL L COLE
PROFESSIONAL SURVEYOR
No 59791
LICENSED PROFESSIONAL SURVEYOR

CLIENT
NORTH POINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MO 54150

SCALE 1"= 200' | JOB No 2015141
DATE 3-11-16 | DWG No 1 of 2

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689 9090
f: 248 689 1044
www pealnc.com

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT Conservation Area (rev 3-11-16).dwg, DLC

EXHIBIT "C"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION – "STONECREST" PARCEL
(Per PEA, Inc)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No 26" as recorded in Liber 57 Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as

Commencing at the West 1/4 of said Section 22,
thence along the West line of said Section 22, S00°24'00"W, 393 83 feet,
thence S89°33'46"E (recorded as S89°36'00"E), 75 00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING,

thence continuing S89°33'46"E 1256 95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325 93 feet,
thence N89°33'24"W, 1262 09 feet to the aforementioned East line of Livernois Road
thence along said East line N00°24'00"E, 325 75 feet to the POINT OF BEGINNING
Containing ±9 421 acres of land Subject to any easements and restrictions of record

Legal Description – Conservation Area.
(Per PEA, Inc)

A parcel of land over the above described "Stonecrest" parcel, being part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as·

Commencing at the West 1/4 of said Section 22,
thence along the West line of said Section 22, S00°24'00"W, 393 83 feet,
thence S89°33'46"E, 75 00 feet to the East line of Livernois Road (75 foot half width),
thence continuing S89°33'46"E, 506 21 feet along the North line of said Lot 24 to the POINT OF BEGINNING,

thence along said easement the following nine (9) courses
1) continuing S89°33'46"E, 750 74 feet to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No 26",
2) along said East line, S00°30'14"E, 325 93 feet,
3) N89°33'24"W, 695 67 feet,
4) (L1) N54°58'27"W, 65 08 feet,
5) (L2) N01°16'58"W, 28 55 feet,
6) (L3) N38°07'01"W, 77 41 feet,
7) (L4) N06°49'46"W 86 30 feet,
8) (L5) N36°42'18"E, 88 70 feet and,
9) (L6) N01°23'44"E, 42 51 feet to the aforementioned North line of Lot 24 and the POINT OF BEGINNING

Containing ±5 77 acres of land

20-22-301-006 - Pt Lot 22
20-22-301-005 - Pt lot 23
20 22-301-004 - Pt lot 24

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy MI 48083-1872
t 248.689 9090
f 248 689 1044
www peainc.com

CLIENT	SCALE –	JOB No 2015141
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	DATE 3–11–16	DWG No 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –ONH\SURVEY–DEPT\15141BND\dwg\15141ESMT Conservation Area (rev 3–11–16).dwg, DLC

ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT AGREEMENT

THIS EASEMENT FOR ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY (the "Entrance Drive and Driveway Easement") is made and entered into as of this _____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit A** attached hereto ("Grantor Property") and Grantee is the owner of the real property legally described in **Exhibit B** attached hereto ("Grantee Property"), which Grantee Property is adjacent to Grantor Property and both Properties front on Livernois Road.

B. Each of Grantor Property and Grantee Property is presently unimproved property but it is currently intended by the Parties that Grantee Property will be developed as a senior living and memory care residence complex with related parking areas, and other improvements. Additional improvements will be constructed and installed on Grantor Property for use of both Grantor Property and Grantee Property.

C. As part of a Planned Unit Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, design, plan, participate in and develop certain improvements on the Grantor

Property, including this Entrance Drive and Driveway Easement and other easements to be located on the Grantor Property which is to be developed as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a permanent non-revocable easement across the Grantor Property for the construction by Grantee of an entrance way drive from Livernois Road and, as part thereof, a cross-access driveway extending to parking lots on Grantor Property and further extending tithe Grantee Property for use by the Grantee Property, which above described improvements will serve both the Grantor and Grantee Properties, and will be constructed and installed at Grantee's cost for design, engineering and construction of the above-referenced improvements in the areas of Grantor's Property set forth in engineering plans and drawings attached to and made a part of the certain PUD Development Agreement for Stonecrest Senior Living and Memory Residences and Joint City Park Development dated November 23, 2015, to which this Entrance Drive and Cross-Access Driveway Easement is made a part thereof (the "PUD Development Agreement"). The legal description and survey of the Entrance Drive and Cross-Access Driveway Easement is set forth on **Exhibit C** attached hereto and incorporated herein by reference (the "Entrance Drive and Cross-Access Driveway Easement").

NOW, THEREFORE, for value received and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Entrance Drive and Cross-Access Driveway Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Easement as follows:

1. Easements.

1.1 Grant and Reservation. Grantor and Grantee each hereby grants to the other and reserve to themselves, perpetual easements and use of the entrance drive and cross-access driveway areas shown on the engineering plans and drawings attached to the PUD Development Agreement and the legal description and survey of the Entrance Drive and Cross-Access Driveway Easement attached to this Agreement as **Exhibit C,** for pedestrian, vehicular and bicycle ingress and egress to and from each of the Grantor Property and Grantee Property and for access to the separate parking lot and parking lot easement for the mutual benefit of Grantor and Grantee to be constructed by Grantee on the Grantor Property. The easements herein granted and reserved are for use by each of Grantor and Grantee, and their respective successors and assigns, as the record fee owners from time to time of the Grantor Property and Grantee Property, by anyone from time to time entitled to have access to and/or utilize all or any part of the Grantor Property and Grantee Property by way of lease, license, concession, invitee, licensee, or other agreement or arrangement (each, an "Authorized User") , and by the employees, agents, contractors, customers and invitees of Grantor or Grantee. The easements granted and reserved in this Section 1.1 are not limited to present users of Grantor Property and Grantee Property or present improvements thereon.

1.2 Temporary Easements.

1.2.1 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, a temporary construction easement to go upon Grantor Property from time to time, to the extent necessary to construct and improve the entrance drive and cross-access driveway improvements as described and referenced in this Entrance Drive and Cross-Access Driveway Easement.

1.2.2 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, an easement to go upon Grantor's Property to the extent necessary to effect maintenance, repair or replacement as permitted or required of Grantee in this Entrance Drive and Driveway Easement or a separate Reciprocal Easement Maintenance Agreement entered into by Grantor and Grantee on or about the date hereof ("REMA").

1.3 Easement Non-Exclusive and Appurtenant. The easements granted and reserved in Sections 1.1 and 1.2 above shall be non-exclusive and shall be appurtenant to each of Grantor Property and Grantee Property.

1.4 No Obstructions. No walls, fences or barriers of any kind shall be constructed or permitted on any portion of the entrance drive and cross-access driveway improvements that would prevent or impair the use or exercise of the easement rights granted and reserved herein by Grantor, Grantee, their respective successors and assigns, and any Authorized User.

2. Enforcement. This Easement Agreement may be enforced only by Grantor and Grantee, their successors and assigns, and not by any other person, Authorized User or unauthorized user. Grantor and Grantee each shall have the right to prosecute any proceedings at law and/or in equity against any other Party or anyone else violating or attempting to violate any of the provisions of this Easement Agreement, to restrain or enjoin such violation or attempted violation and/or to recover damages therefor. All remedies available to Grantor or Grantee under this Easement Agreement or otherwise shall be cumulative and not mutually exclusive.

3. **Easement Agreement Given in Perpetuity.** This Easement Agreement is expressly given in perpetuity and runs with the land. If any action or suit is brought for the enforcement of any provision of this Easement Agreement, or as a result of any alleged violation of any provision of this Easement Agreement, the prevailing party, as determined by the Court having jurisdiction of the matter, shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

4. **Duration.** The Entrance Drive and Cross-Access Driveway Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to both the Grantee Property and the Grantor Property and shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Entrance Drive and Driveway Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall run with the land and shall continue in perpetuity. Any person or entity subsequently acquiring an interest in the Grantee Property or the Grantor Property, or any part thereof, shall be bound by this Entrance Drive and Driveway Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Entrance Drive and Driveway Easement from or to its Property. Although persons and entities may be released under this Section 4 if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Entrance Drive and Driveway Easement running with the land in perpetuity.

5. **General Provisions.** Any and all notices, demands, requests and other communications required or permitted hereunder ("**Notices**") shall be in writing, addressed to Grantor and Grantee at their respective addresses set forth above on the cover page of this Easement Agreement, to each other Owner of the Grantor Property or Grantee Property, at its or their address set forth in the recorded vesting deed by which the subsequent Owner acquires title to the Grantor Property or Grantee Property, or at such other address as any subsequent Owner may designate by notice delivered in accordance with this Section. A copy of each Notice shall also be sent to the mortgage holder, if any, of each of Grantor Property or Grantee Property, to the extent such mortgage holder has provided written notice of its address to the Grantor or Grantee. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, Federal Express or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee. Grantor or Grantee, their successors and assigns, may, at any time and from time to time, in connection with the sale, transfer, financing or refinancing of the Grantor Property or Grantee Property, deliver written request to the Grantor or Grantee to execute estoppel certificates certifying, to the best knowledge of the Grantor or Grantee, the status of this Easement Agreement and performance hereunder, and each Grantor and Grantee shall provide its estoppel certificate within 15 days after receipt of such request. This Easement Agreement may be amended or terminated only by a written agreement signed and acknowledged by Grantor and Grantee, and the respective first mortgagees of all of the Grantor Property and Grantee Property and recorded with the Oakland County Register of Deeds. All provisions of this Easement Agreement shall be covenants running with the land pursuant to applicable Laws. Each of Grantor and Grantee shall automatically be deemed, by acceptance of the title to the Grantor Property or Grantee Property, or any part thereof, to have accepted this Easement Agreement, agreed to comply with all of its provisions, and assumed all obligations applicable to such Easement Agreement or part thereof arising during and with respect to such Grantor and Grantee

period of ownership, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intent of this Easement Agreement. All exhibits referred to herein and attached to this Easement Agreement are incorporated herein by this reference. The section and paragraph headings and captions in this Easement Agreement are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof," "herein," "hereunder" and similar terms shall be deemed to refer to this Easement Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." This Agreement shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Entrance Drive and Driveway Easement as of the date first above written.

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By:_____

Its: _____

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By:_____
Dane Slater
Its: Mayor

And By:_____
Aileen Dickson
Its: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

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

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

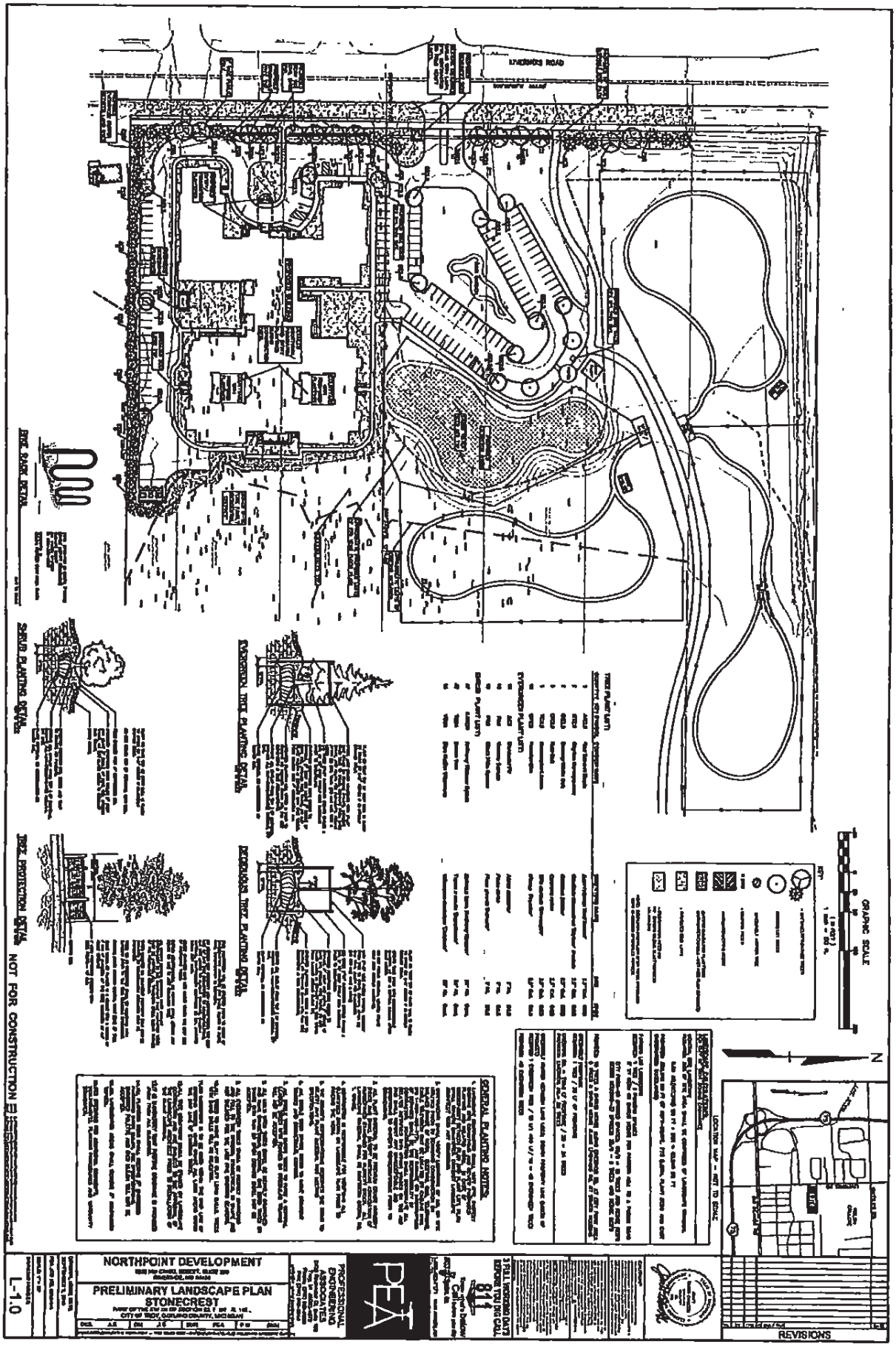
EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF THE PORTION OF GRANTOR PROPERTY ON WHICH THE ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT IS LOCATED

EXHIBIT "D"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT ARE NOT ATTACHED TOTHIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

EXHIBIT C-1.0
PRELIMINARY LANDSCAPE PLAN


LIVERNOIS ROAD
SITE PLAN DETAIL
SHRUB PLANTING DETAIL
EVERGREEN TREE PLANTING DETAIL
DECIDUOUS TREE PLANTING DETAIL
TREE PROTECTION DETAIL
NOT FOR CONSTRUCTION
GRAPHIC SCALE
N
GENERAL PLANTING NOTES
NORTHPOINT DEVELOPMENT
PRELIMINARY LANDSCAPE PLAN
STONECREST
CITY OF TROY, OAKLAND COUNTY, MICHIGAN
PEA
REVISIONS
L-1.0

EASEMENT FOR PARKING LOT
AND FOR JOINT PARKING FACILITIES

THIS EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES (the "Parking Facilities Easement") is made and entered into as of this _____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share certain improvements, including this Parking Facilities Easement and other easements to be located on the Grantor Property as part of a City Park to be developed on the Grantor Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee certain easements across Grantor Property, including this Parking Facilities Easement, for the construction of a parking lot, parking lanes, curbing, a water detention and water feature, landscaping and electric illumination within this Parking Facilities Easement. These parking lot improvements will be installed on the Grantor Property at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner specified in detailed engineering plans and drawings attached to a certain Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015(the "PUD Development Agreement") to which this Parking Facilities Easement is attached and made a part thereof.

NOW, THEREFORE, for value received, and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Parking Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Parking Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the construction, installation and improvement, of parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water run-off feature, landscaping, overhead lighting and other necessary improvements (the "Parking Lot Facilities") in, under, upon, over and through the Parking Facilities Easement, all in accordance with the Parking Facilities Easement legal description and survey attached hereto as **Exhibit "C"** and detailed improvements thereto as set forth in the PUD Development Agreement and attachments thereto incorporated herein by this reference. The Parking Facilities

Easement herein granted and reserved is for use by and benefit of Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. This Parking Facilities Easement is designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Parking Lot Facilities and all incidental improvements thereto are to be constructed by Grantee as part of a certain engineering plan for parking lot, landscaping, parking sites, parking access lanes, overhead lighting, water detention/retention, a water feature, parking lot access and other improvements thereto, prepared by Professional Engineering Associates, Inc., working in cooperation with the staff personnel of Grantor, as set forth in the PUD Development Agreement, and will at all times serve the needs and requirements of both the Grantor Property and Grantee Property.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Parking Lot Facilities Easement and the engineering plan for the Parking Lot Facilities Easement attached to and made a part of the above referenced PUD Development Agreement. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Parking Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shallot, except as required for construction of the Parking Lot Facilities, erect, install or place any structures, materials, devices, things or matters within the Parking Facilities Easement which obstruct or impede the use of the Parking Lot Facilities by the Grantor or Grantee, their heirs, successors, invitees, and licensees, or impede or interrupt the normal flow and design for flow of surface water to, over, or within or from the Parking Facilities Easement, without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Parking Lot Facilities, upon prior written notice to Grantee, Grantor may, at its reasonable election, and its

sole cost, further improve, alter, or expand the Parking Lot Facilities (the "Grantor Improvements"), at Grantor's sole cost, in order to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Parking Facilities Easement shall be maintained to adequately handle the overflow Grantee parking requirements in the normal course of business from the Grantee Property and the Parking Lot Facilities, while possibly expanded and/or modified by Grantor at Grantor's sole cost, will also continue to exist at least in its present location in accordance with **Exhibit "C"** hereto.

3. **Maintenance of the Parking Lot Easement During Construction of Parking Lot Facilities.**

Maintenance of the Parking Lot Facilities During Construction of the Parking Lot Facilities by Grantee in Accordance with the Approved Engineering Plans. Commencing with (i) the start of construction by Grantee of any improvements permitted or required by Grantee on the Parking Facilities Easement on Grantor Property, or (ii) the date Grantee performs any action to improve, alter or install all or any portion of the Parking Lot Facilities pursuant to the approved engineering plans attached to the PUD Development Agreement, Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Parking Lot Facilities within or in proximity of the Parking Facilities Easement, including, without limitation, obtaining all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the Parking Lot Facilities. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete the required work under the approved engineering plans referenced herein. Upon completion of construction of the Parking Facilities under the approved engineering plans referenced herein, the maintenance, repairs and upkeep of the Parking Facilities Easement shall be carried out pursuant to the Reciprocal Easement

Maintenance Agreement between Grantor and Grantee of even date which is incorporated herein by this reference.

4. **Duration.** The Parking Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Parking Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parking Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity, provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Parking Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Parking Facilities Easement for parking from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Parking Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Parking Facilities Easement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By:_____

Its: _____

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By:_____
Dane Slater
Its: Mayor

And By:_____
Aileen Dickson
Its: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

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

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF THE PORTION OF GRANTOR PROPERTY ON WHICH THE PARKING FACILITIES EASEMENT IS LOCATED

EXHIBIT "D"

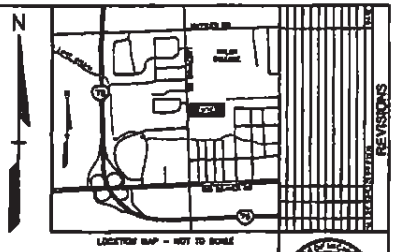
THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS PARKING FACILITIES EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

EXHIBIT D
PRELIMINARY DEVELOPMENT PLAN

PRELIMINARY AND CONCEPTUAL SITE PLANS FOR

STONECREST

PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



DEVELOPER:

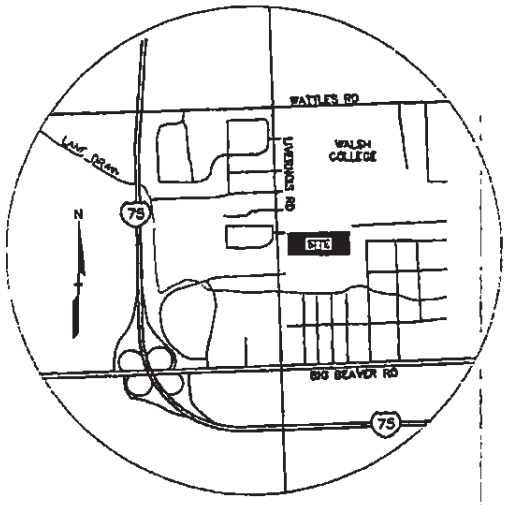
NORTHPOINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MO 64105
CONTACT: MARK POMERENKE
PHONE: (816) 888-7391

ARCHITECT:

PI ARCHITECTS
3300 JEFFERSON ST SUITE 303
AUSTIN, TX 78731
CONTACT: ERIC LANCON
PHONE: (512) 231-1910

CIVIL ENGINEER/LANDSCAPE ARCHITECT:

PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2430 ROCHESTER CT., SUITE 100
TROY, MI 48083
PHONE: (248) 689-9090
FAX: (248) 689-1044
CONTACT: EMIL S. BUNEK III, PE
JANET EVANS, R.L.A.



LOCATION MAP
NO SCALE

INDEX OF DRAWINGS:

C-0.0	COVER SHEET
C-1.0	TOPOGRAPHIC SURVEY
C-1.1	TREE LIST
C-1.2	TREE PRESERVATION PLAN
C-2.0	PRELIMINARY SITE PLAN
C-3.0	PRELIMINARY GRADING PLAN
L-1.0	PRELIMINARY LANDSCAPE PLAN
	SITE PHOTOMETRIC PLAN

ARCHITECTURAL PLANS

SK1	FIRST FLOOR PLAN
SK2	FIRST FLOOR PLAN - WEST HALF
SK3	FIRST FLOOR PLAN - MIDDLE SECTION
SK4	FIRST FLOOR PLAN - EAST HALF
SK5	FIRST FLOOR PLAN - SECOND FLOOR PLAN
SK6	ROOM DETAILS
SK7	ELEVATION PLAN
SK8	SECTION @ LEFT WING

NOT FOR CONSTRUCTION

REVISIONS

3 FULL WORKING DAYS BEFORE YOU DIG CALL 811

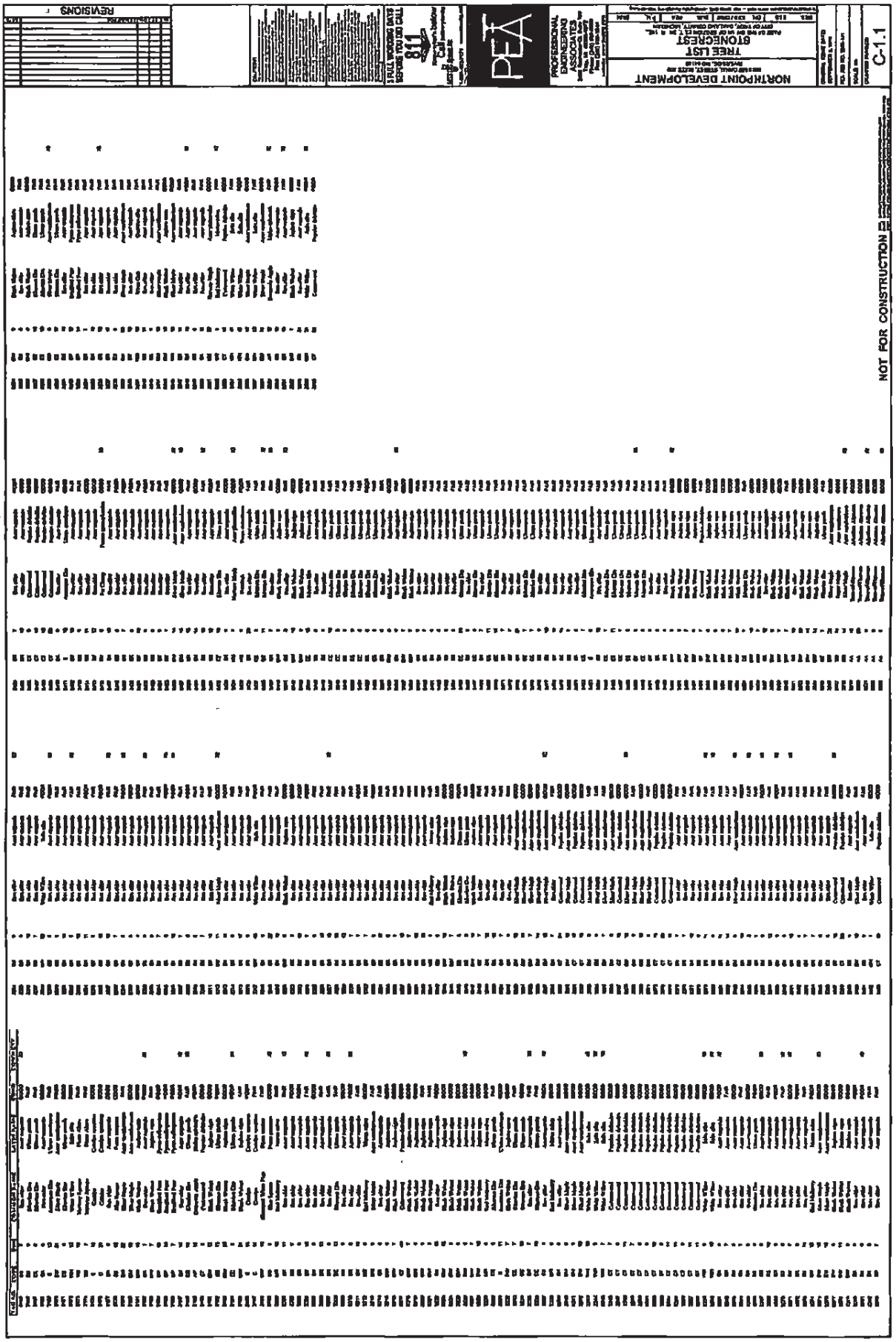
PEA
PROFESSIONAL ENGINEERING ASSOCIATES

NORTHPOINT DEVELOPMENT

COVER SHEET
STONECREST

C-0.0

LIBER 49299 PAGE 56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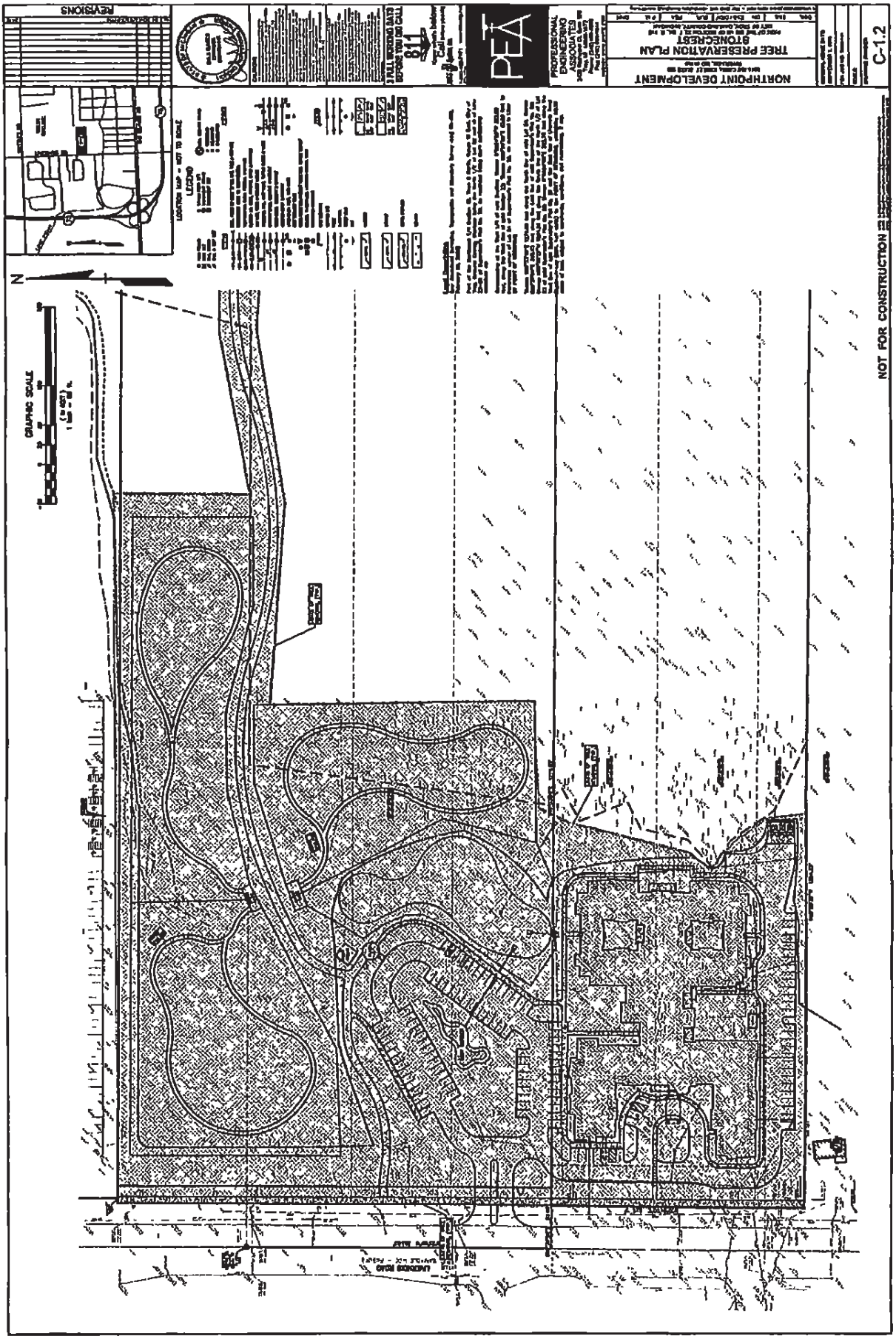
TREE LIST
STONECREST
C-1.1
NOT FOR CONSTRUCTION
REVISIONS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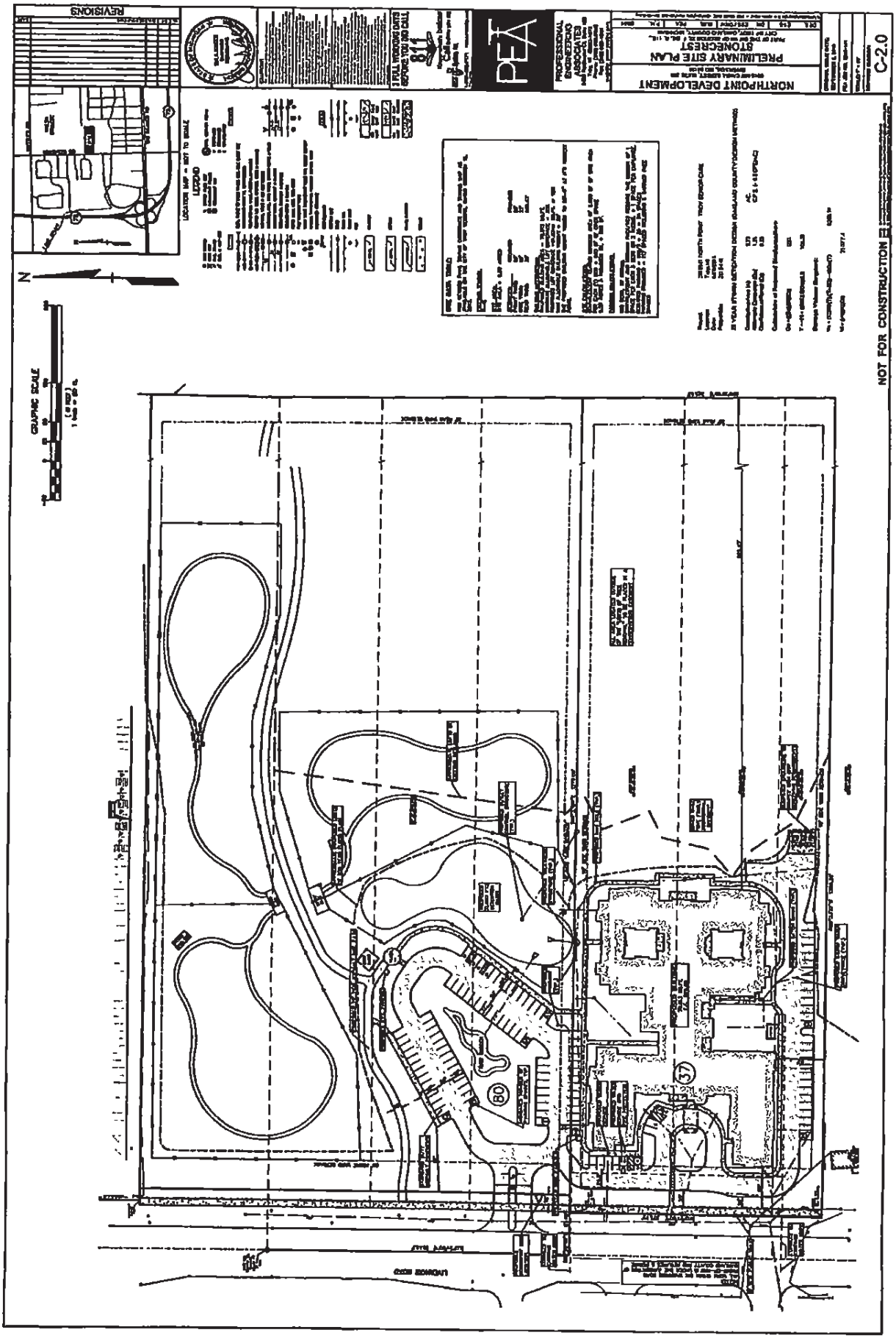
TREE PRESERVATION PLAN
STONECREST
C-1.2
REVISIONS
NOT FOR CONSTRUCTION
GRAPHIC SCALE
N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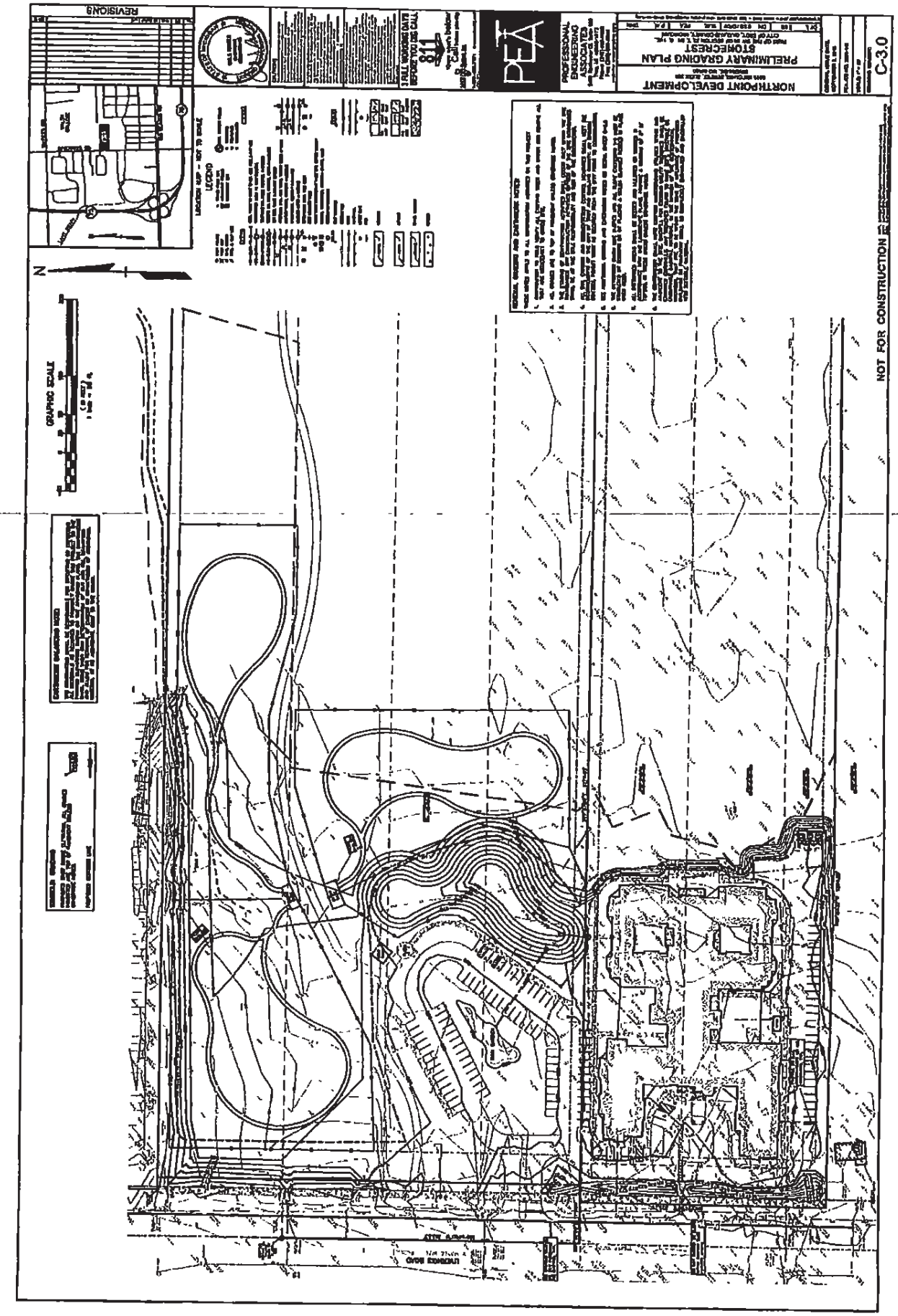
STONECREST
C-2.0
REVISIONS
NOT FOR CONSTRUCTION
GRAPHIC SCALE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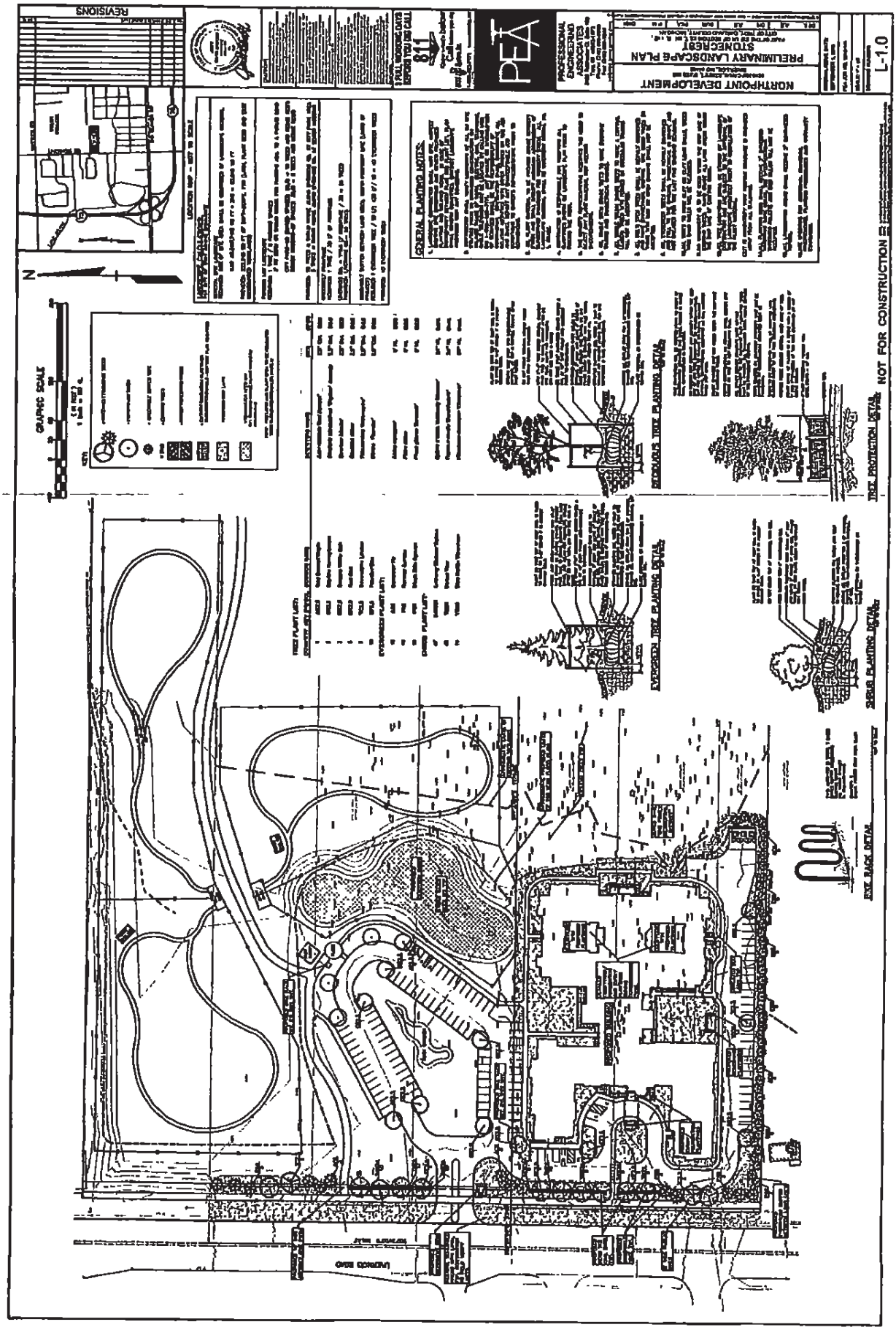
PRELIMINARY GRADING PLAN
STONECREST
C-3.0
PEA
PROFESSIONAL ENGINEERING ASSOCIATES
811
REVISIONS
GRAPHIC SCALE
NOT FOR CONSTRUCTION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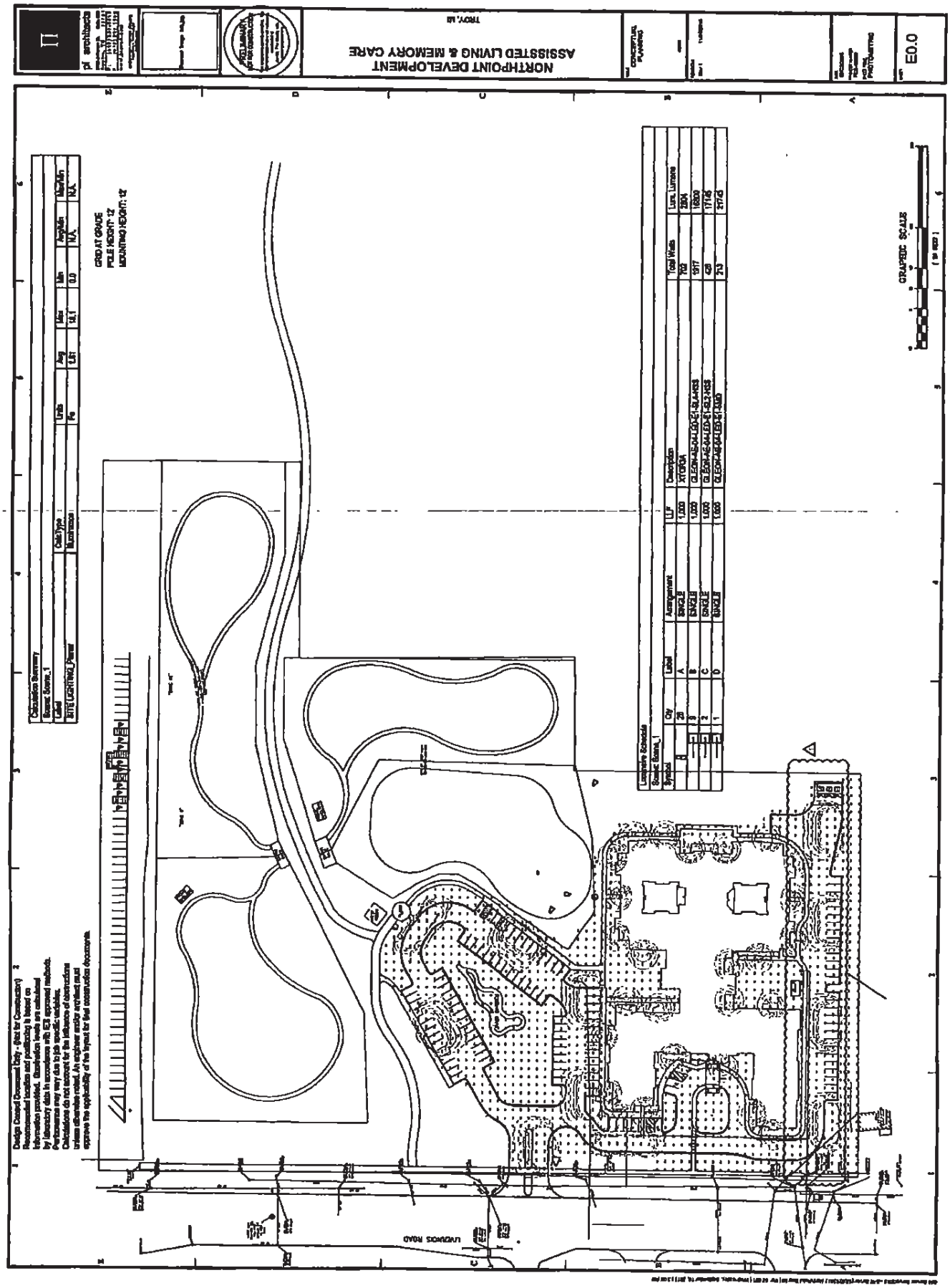
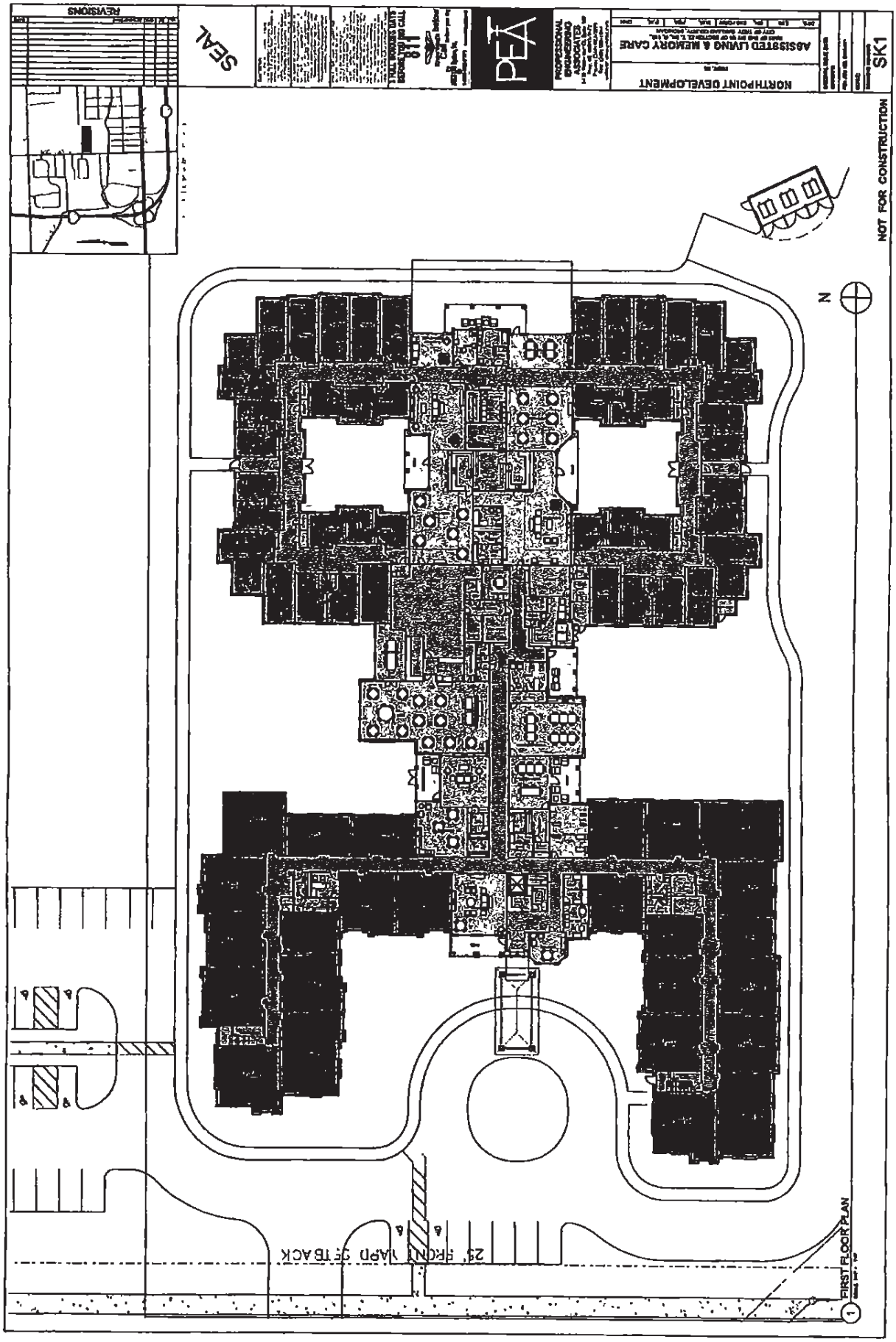
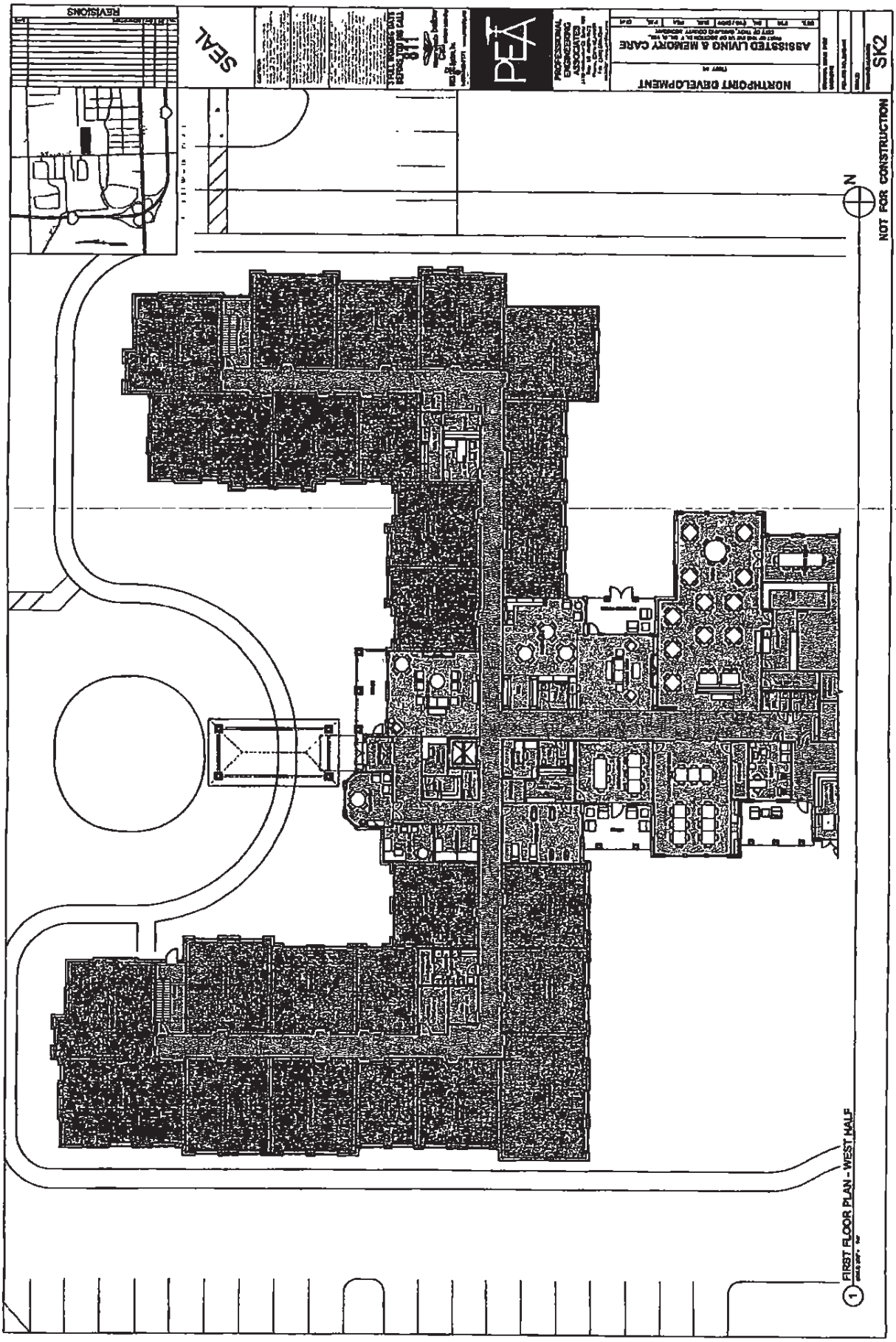
PRELIMINARY LANDSCAPE PLAN
STONEGATE
L-1.0
REVISIONS
GENERAL PLANTING NOTES
NOT FOR CONSTRUCTION


NORTHPOINT DEVELOPMENT
ASSISSTED LIVING & MEMORY CARE
TROY, MI
CONCEPTUAL PLANNING
E0.0
pl architects
GRADE AT GRADE
POLE HEIGHT: 12'
MOUNTING HEIGHT: 12'
GRAPHIC SCALE
LIVONIA ROAD


NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
SK1
SEAL
REVISIONS
NOT FOR CONSTRUCTION
N
25' FRONT YARD SETBACK
FIRST FLOOR PLAN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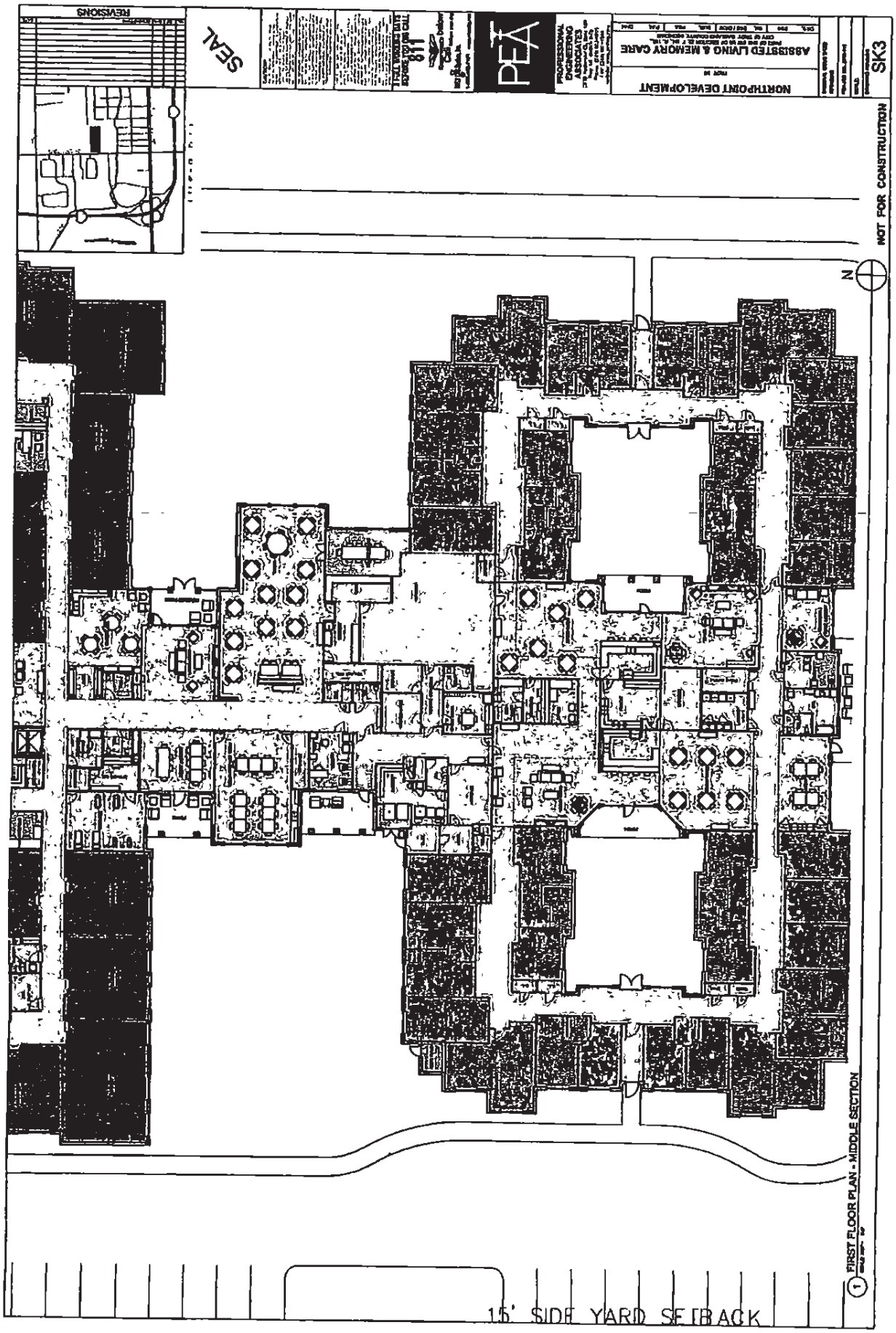
ASSISTED LIVING & MEMORY CARE
SEAL
REVISIONS
SK2
NOT FOR CONSTRUCTION
N
1 FIRST FLOOR PLAN - WEST HALF


NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
PEA
SEAL
REVISIONS
SK3
NOT FOR CONSTRUCTION
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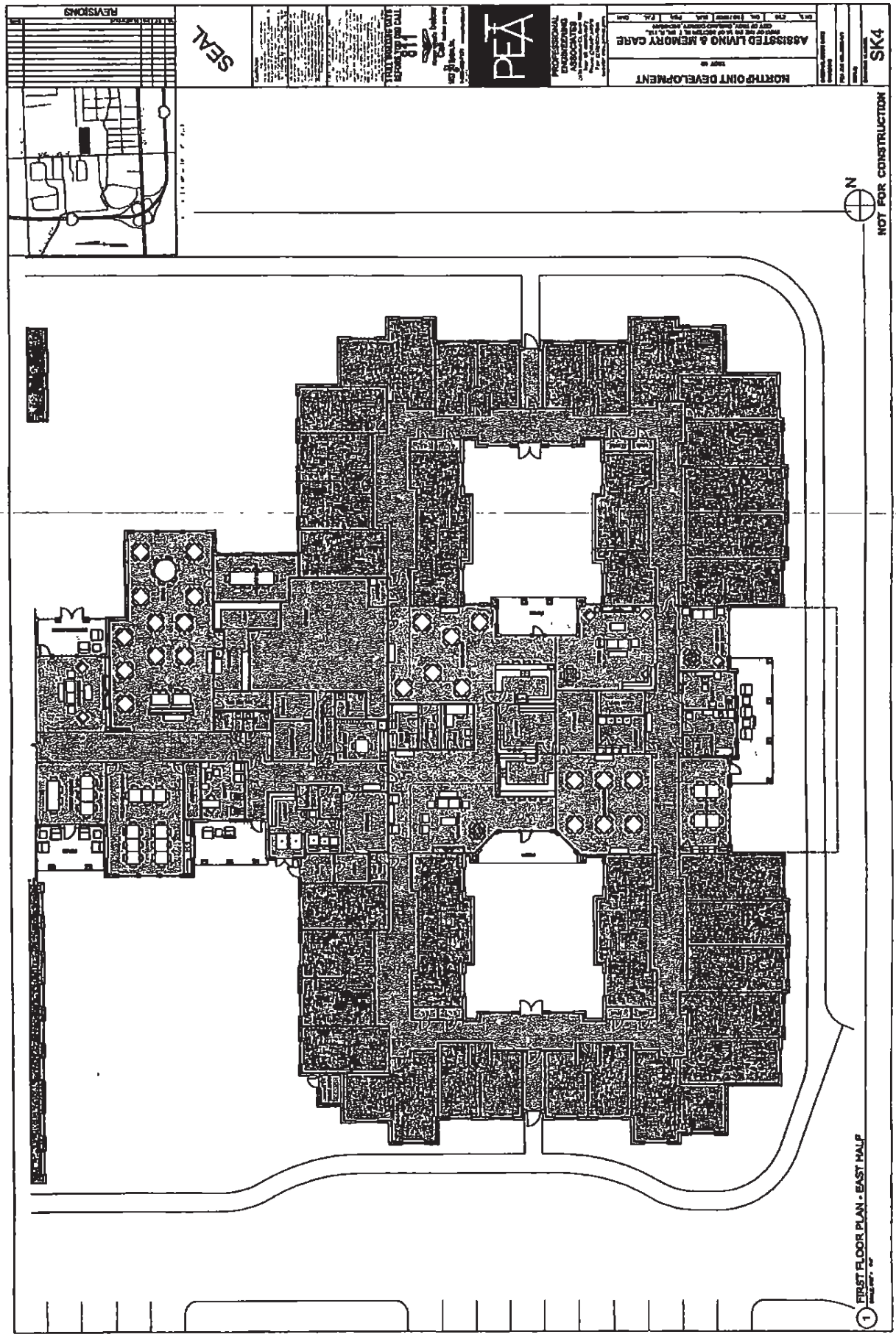
FIRST FLOOR PLAN - MIDDLE SECTION
15' SIDE YARD SETBACK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ASSISTED LIVING & MEMORY CARE
SEAL
REVISIONS
NOT FOR CONSTRUCTION
SK4
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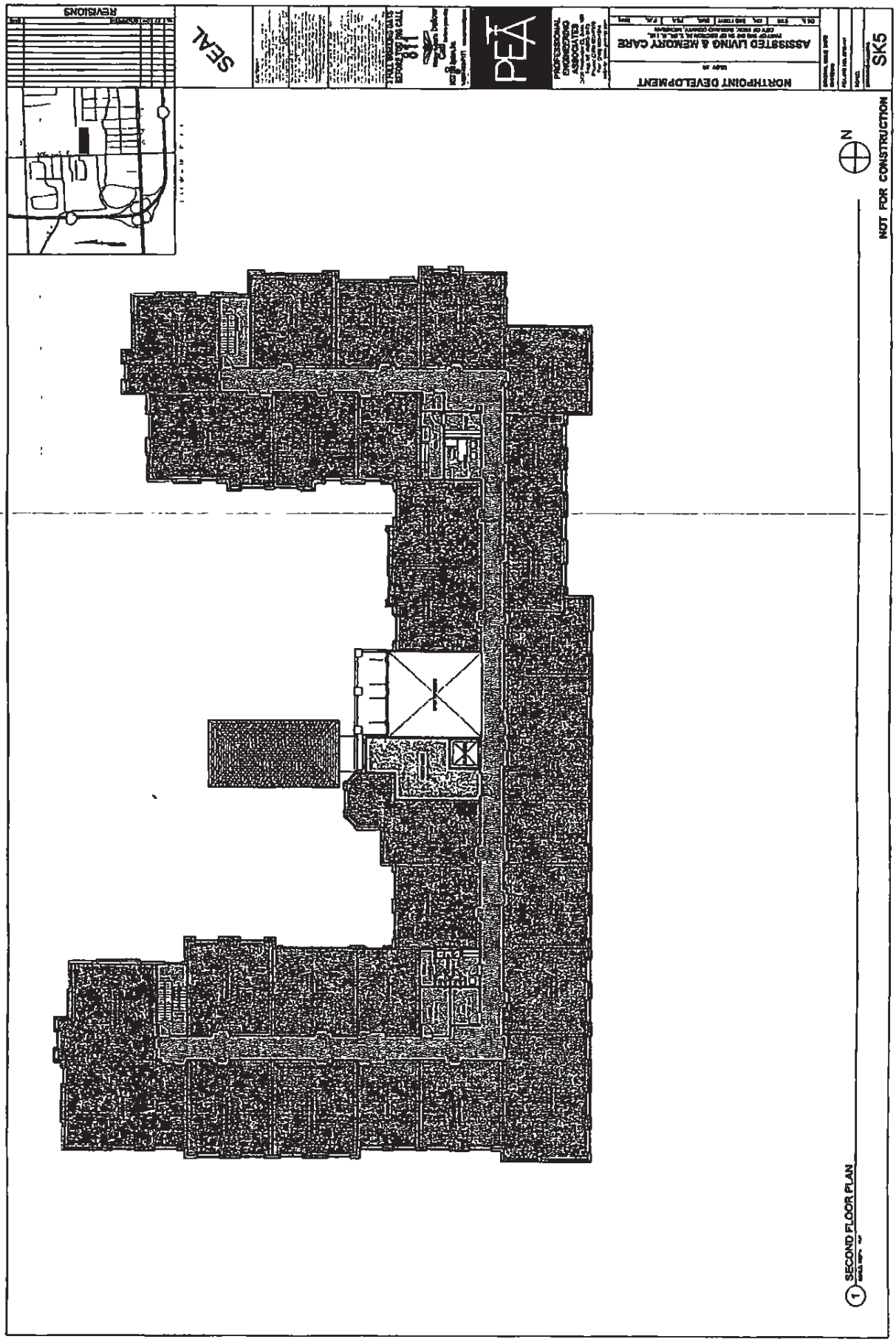
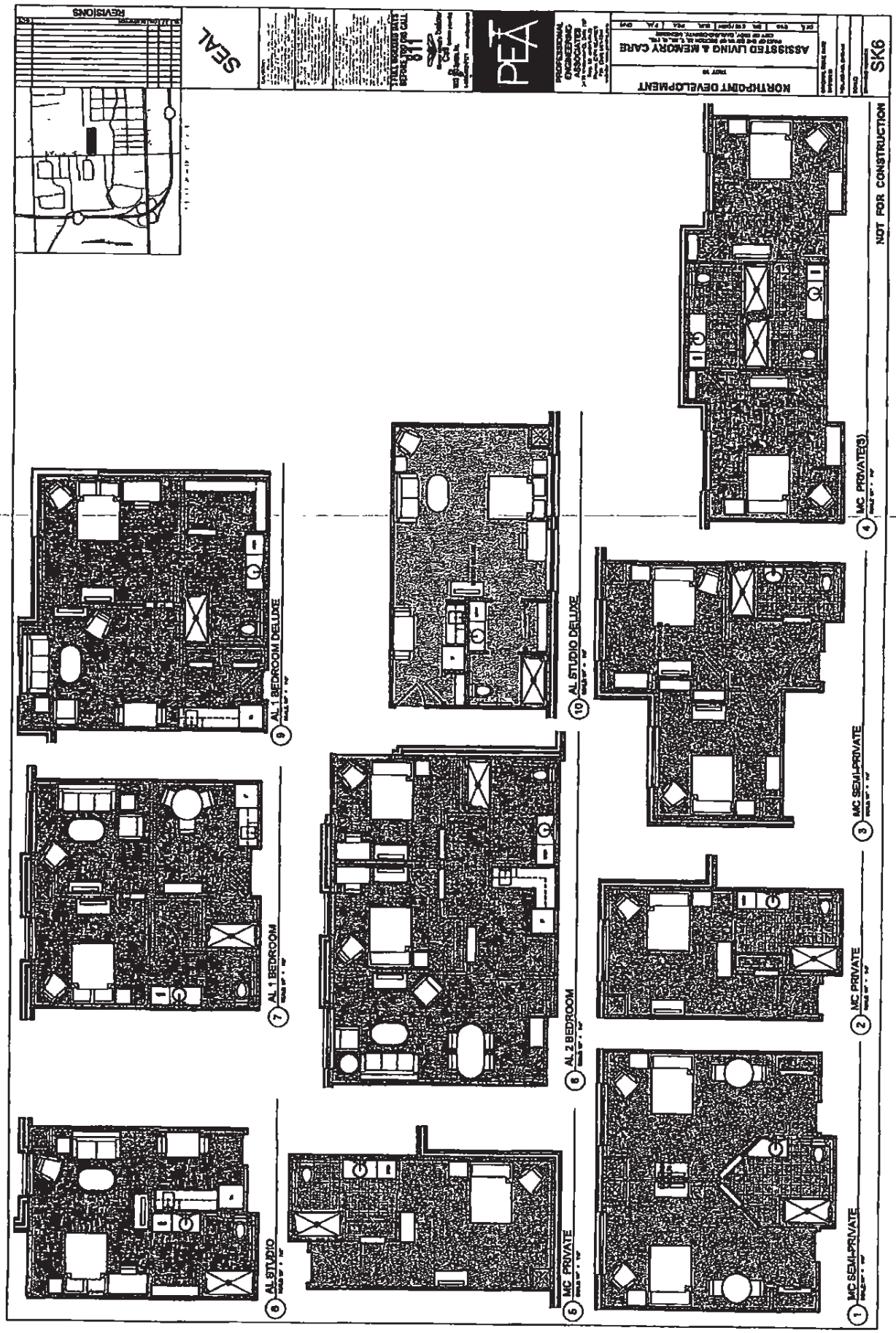
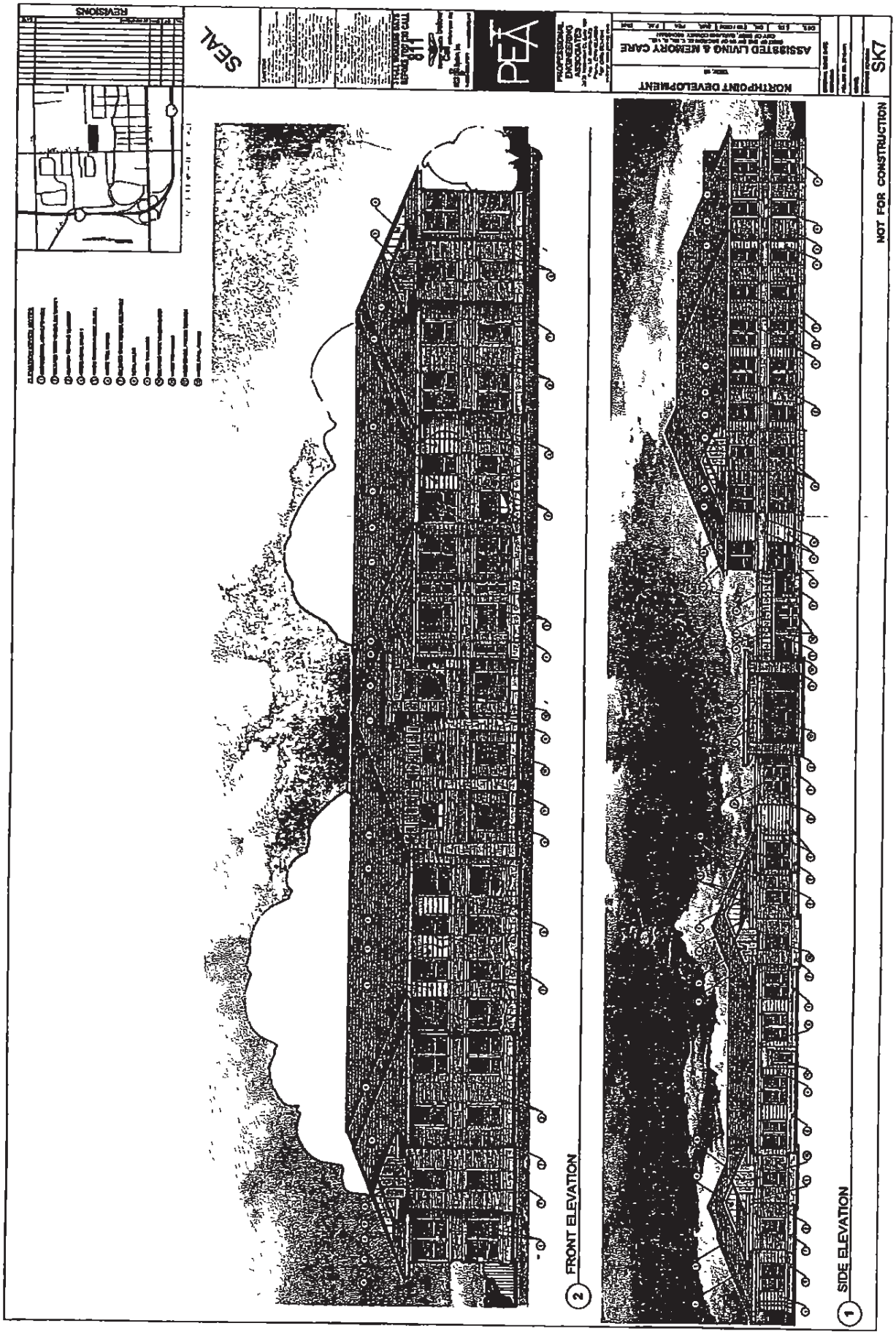
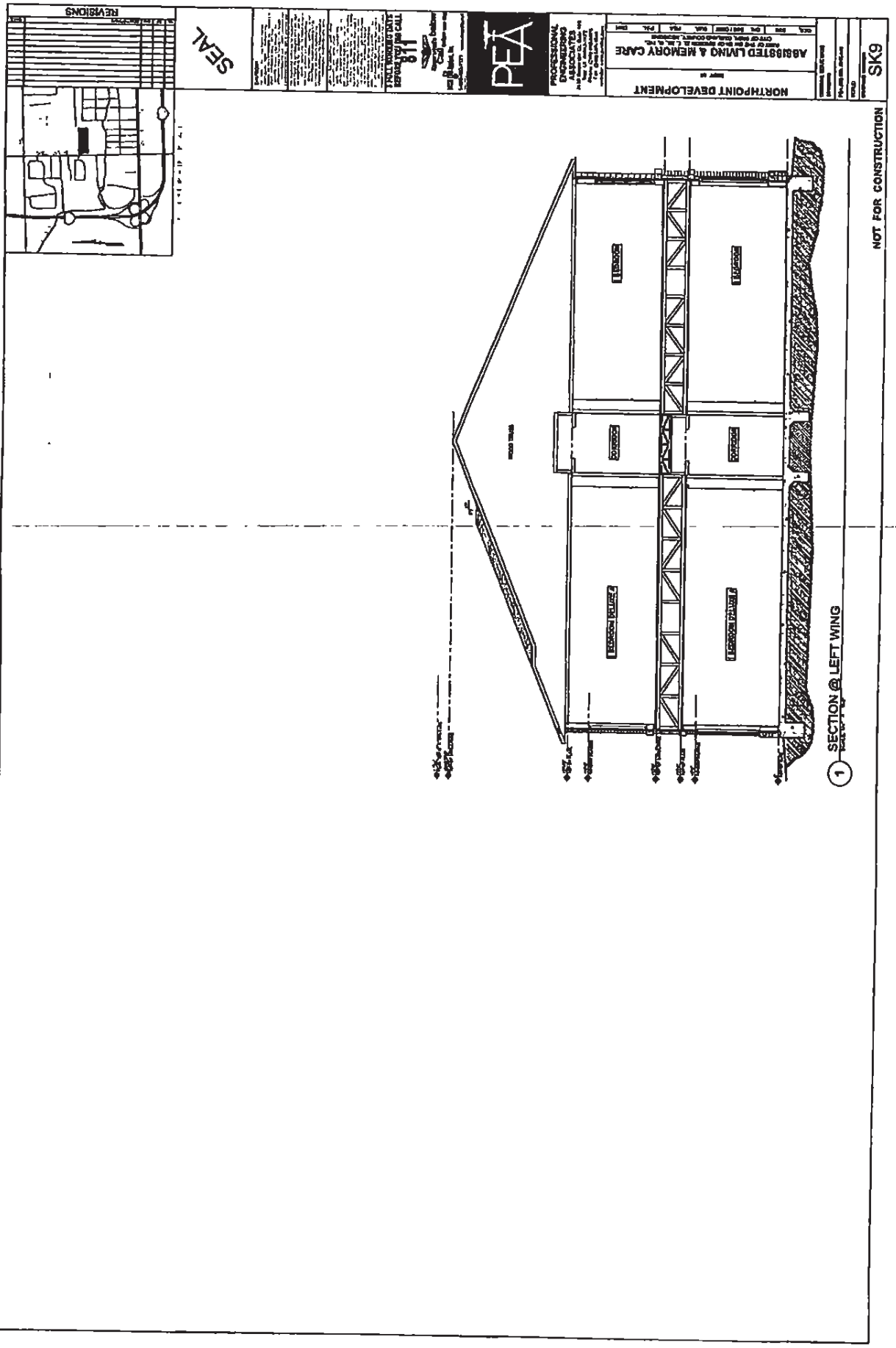
1 FIRST FLOOR PLAN - EAST HALF


NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
PEA
SEAL
REVISIONS
SK5
N
NOT FOR CONSTRUCTION
1 SECOND FLOOR PLAN


NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
SEAL
REVISIONS
SK6
NOT FOR CONSTRUCTION
1 MC SEMI-PRIVATE
2 MC PRIVATE
3 MC SEMI-PRIVATE
4 MC PRIVATE(S)
5 MC PRIVATE
6 AL 2 BEDROOM
7 AL 1 BEDROOM
8 AL STUDIO
9 AL 1 BEDROOM DELUXE
10 AL STUDIO DELUXE


NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
SEAL
REVISIONS
NOT FOR CONSTRUCTION
SK7
FRONT ELEVATION
SIDE ELEVATION


REVISIONS
SEAL
PEA
PROFESSIONAL ENGINEERING ASSOCIATES
NORTHPOINT DEVELOPMENT
ASSISTED LIVING & MEMORY CARE
SK9
NOT FOR CONSTRUCTION
1 SECTION @ LEFT WING

EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES

THIS EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES (the "Detention/Retention Facilities Easement") is made and entered into as of this _____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share in the cost of certain improvements, including this Detention/Retention Facilities Easement and other easements to be located on the Grantor Property as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a perpetual easement for the construction of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain on the Grantor Property, at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner approved and specified in detailed engineering drawings attached to a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed city Park Planned Unit Development Agreement to which this Detention/Retention Facilities Easement is attached and made a part of as though fully set forth herein.

NOW, THEREFORE, for value received and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Detention/Retention Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Detention/Retention Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the installment, construction, and improvement, of storm water detention/retention facilities with water features, fountain and landscaping (the "Detention/Retention Facilities") in, under, upon, over and through the Detention/Retention Facilities Easement. The Detention/Retention Facilities Easement herein granted and reserved is for use by and the benefit of both Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. It will provide necessary water detention/retention of surface water designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Detention/Retention Facilities and all incidental improvements thereto are to be constructed as

part of the PUD Development Agreement and will at all times serve the needs and requirements of both the Grantor and Grantee Properties. The legal description and survey of the area of the Grantee Property on which the Detention/Retention Facilities Easement is located is attached hereto as **Exhibit "C".**

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Detention/Retention Facilities Easement and the engineering detention/retention plans. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Detention/Retention Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shallot erect, install or place any structures, materials, devices, things or matters which obstruct or impede the normal flow and design of surface water to, over, or within or from the Detention/Retention Facilities Easement in accordance with the engineering detention/retention plans as described in the PUD Development Agreement without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Detention/Retention Facilities Easement, upon prior written notice to Grantee, Grantor may, at its reasonable election, further improve, or expand the Detention/Retention Facilities (the "Grantor Improvements"), at Grantor's sole cost, to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Detention/Retention Facilities Easement shall be maintained to adequately handle the surface water from and storm and surface water storage needs of the Grantee Property and any other properties flowing naturally into such Detention/Retention Facilities Easement.

3. **Rights of Grantee to Install Storm Water Drainage Pipe From Grantee Property into the Detention/Retention Facilities Easement and to Remove or Relocate Soils Located Within the Detention/Retention Facilities Easement to Areas of Grantor Property Where Needed or to Relocate Soils to Grantee Property or to Remove Soils from the Detention/Retention Facilities Easement to Other Locations if Not Required to be Retained for Grantor Property.** Grantee shall have the right, pursuant to the engineering detention/retention plans described in the PUD Development Agreement, to remove soils from the Detention/Retention Facilities Easement and to place them on Grantee's Property as additional land fill or land balancing or to remove any excess soils from the Detention/Retention Facilities Easement or Grantor's Property, all at Grantee's sole cost, except that if the Grantor elects to retain any of such excess soils for Grantor's own use on other areas of the Grantor Property or elsewhere, it can do so at its sole cost. Grantee can also install storm and/or surface water pipe installations or drainage from Grantee Property to the Detention/Retention Facilities Easement and install a water fountain connected electrically to the parking lot light system on Grantor Property and construct and install all other improvements required of Grantee under the engineering detention/retention plans which are a part of the PUD Development Agreement.

4. **Maintenance During Construction of Detention/Retention Facilities.**

4.1 Maintenance During Construction of Detention/Retention Facilities by Grantee in Accordance with engineering detention/retention plans. Prior to the earlier of (i) the start of construction by Grantee of any improvements permitted or required by Grantee on all or any portion of the Grantor Property which utilize the Detention/Retention Facilities for storm water or surface water drainage or detention/retention from the Grantor or Grantee Properties, or (ii) the date Grantee performs any action to improve, alter or relocate all or any portion of the

Detention/Retention Facilities pursuant to the engineering detention/retention plans. Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Detention/Retention Facilities within or in proximity of the Detention/Retention Facilities Easement, including, without limitation, keeping the Detention/Retention Facilities Easement open during such Detention/Retention Facilities construction, and keeping the Detention/Retention Facilities in good working conditions or repair, if necessary, during construction, and shall obtain all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the construction and installation of the Detention/Retention Facilities and the fountain to be placed in accordance with the engineering detention/retention plans. During such construction, excess sediment, if any, shall be removed and disposed of at an offsite approved disposal location when and if the elevation of sediment in the Detention/Retention Facilities Easement is equal to the sediment removal elevation shown and required on the engineering detention/retention plans. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete work under the engineering detention/retention plans attached to the PUD Development Agreement.

4.2 Completion of Construction of the Detention/Retention Facilities in Accordance with Engineering Detention/Retention Plans. From and after the completion by Grantee of all work required under the engineering detention/retention plans, the Detention/Retention Facilities shall be maintained, repaired, revised and corrected, if necessary, in accordance with the separate Reciprocal Easement Maintenance Agreement entered into between the Grantor and Grantee of even date herewith, as it may be modified in writing from time to time by the Parties, their successors and assigns.

5. **Duration.** The Detention/Retention Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Detention/Retention Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Detention/Retention Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Detention/Retention Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Detention/Retention Facilities Easement for the water detention/retention or surface drainage from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Detention/Retention Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Detention/Retention Facilities Easement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By:_____

Its: _____

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By:_____
Dane Slater
Its: Mayor

And By:_____
Aileen Dickson
Its: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

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

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

LEGAL DESCRIPTION: GRANTOR PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION: GRANTEE PROPERTY

EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF AREA OF GRANTOR PROPERTY ON WHICH DETENTION/RETENTION FACILITIES EASEMENT IS LOCATED

EXHIBIT "D"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS DETENTION/RETENTION FACILITIES EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

TEMPORARY GRADING, SLOPE, LAND BALANCING, EXCAVATION, SOIL REMOVAL, CONSTRUCTION, LANDSCAPING AND INSTALLATION EASEMENT

THIS TEMPORARY GRADING, SLOPE, LAND BALANCING, EXCAVATION, SOIL REMOVAL, CONSTRUCTION, LANDSCAPING AND INSTALLATION EASEMENT (the "Temporary Easement") is made and entered into as of this _____ day of _____, 20____, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

RECITALS:

A. Grantee owns the real property in the City of Troy, Oakland County, Michigan, legally described in **Exhibit "B"** attached hereto (the "Grantee Property"), on which Grantee Property Grantee intends to construct a facility for senior living and memory care residences and related improvements (collectively the "Grantee Property Improvements").

B. Grantor owns the real property which abuts the Grantee Property immediately to the north and is legally described in **Exhibit "A"** attached hereto (the "Grantor Property"), a portion of which Grantor Property the Grantee has requested and Grantor has agreed may be used by Grantee on a temporary basis for the construction and installation by Grantee of certain improvements which Grantee has agreed to make on the Grantor Property for the benefit of Grantor and which will also benefit the Grantee Property as more fully set forth in the detailed series of plans and drawings attached hereto and made a part hereof, as well as being set forth in substantial detail in a certain Development Agreement for Stonecrest Senior Living and Memory Care Residence and Jointly Developed Troy City Park Planned Unit Development dated

November 23, 2015 (the "PUD Development Agreement"), to which this Temporary Easement is attached and made a part thereof.

NOW, THEREFORE, in consideration of mutual covenants and the sum of One Dollar ($1.00), the receipt of legal sufficiency of which the parties hereto do hereby acknowledge, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, upon and subject to the terms, conditions and provisions herein set forth, a Temporary Easement over and upon and across the Grantor Property as necessary for the following purposes, which work and ultimate uses benefit both Grantor and Grantee and their respective Properties: grading, sloping, removal of trees and shrubbery, placing and relocation of engineered fill soil, cutting out and removal of certain fill and soil from necessary parts of Grantor Property to a part of Grantee Property, the operation of various equipment and installation of construction and related materials to complete the specified work, the construction, installation and operation of temporary and permanent detention/retention facilities and a detention/retention pond with electrically operated fountain, construction of a mutual access entryway from Livernois Road, a cross-access roadway extending from Livernois Road to the Grantee Property, construction of a parking lot with water detention facilities and water feature, extensive landscaping to be installed by Grantee, construction of sidewalks, walking paths, a trailhead, and other improvements to be placed by Grantee on both the Grantor Property and the Grantee Property, with temporary access across and use of the Grantor Property for such work, and the utilization of a work force, equipment, supplies and materials for all such improvements over, upon and across the Grantor Property and onto the Grantee Property pursuant to this Temporary Easement, the PUD Development Agreement and various other plans, specifications and details attached to and/or described in the PUD Development Agreement and made a part hereof by this reference, in connection with the

construction, installation and development of the Grantee Improvements on the Grantee Property and in connection with the construction, installation and improvements being made by Grantee on the Grantor Property, all of which are specifically referenced in and/or attached to the PUD Development Agreement, which is or will be recorded with the Oakland County Register of Deeds and is incorporated herein by this specific reference.

2. **Term.** The easement herein granted shall automatically terminate effective as of that date hereinafter specified in Section 7, entitled "Duration of Temporary Easement".

3. **Liability Insurance.** Grantee shall maintain or cause its general contractor to maintain a policy or policies of commercial general liability insurance against claims and liability on account of bodily injury, death and property damage incurred upon the Grantor Property arising out of the exercise of the Temporary Easement rights herein granted or otherwise caused by Grantee, its contractors or subcontractors or their respective agents or employees during the term of this Temporary Easement. Such insurance shall be carried in a financially responsible company or companies authorized to do business in Michigan, shall have combined single limits of not less than $1,000,000.00 per occurrence, and shall designate Grantor as an additional insured. Upon written request from Grantor, Grantee shall provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section 3.

4. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits, claims and judgments arising from loss of life, bodily injury and/or property damage on the Grantor Property, other than damages for lost profits, to the extent

caused by the acts or omissions of Grantee, its contractors or subcontractors, or their respective agents or employees during the term of this Temporary Easement.

5. **Restoration and Completion of Improvements by Grantee on Grantor Property.** Not later than sixty (60) days following the Termination Date specified in Section 7 hereof, Grantee shall, without cost to Grantor (except to the extent that Grantor has elected, by separate writing delivered to Grantee, to undertake certain simultaneous work relating to completion of the City Park on the Grantor Property) cause the Grantor Property to be completed as to the improvements, work and other matters permitted to be performed on the Grantor Property as specified in this Temporary Easement and in accordance with the various agreements relating to the work, improvements, landscaping and other matters as detailed in the PUD Development Agreement and its attachments relating to this Temporary Easement incorporated herein by this reference.

6. **General Provisions.** In the exercise of the Temporary Easement rights herein granted, Grantee shall comply with the requirements of all laws, ordinances and regulations of governmental authorities affecting the Grantor Property. All questions with respect to interpretation and construction of this Temporary Easement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Michigan. Nothing contained in this Temporary Easement shall be deemed to create a partnership, joint venture or other joint enterprise between Grantor and Grantee, except that they agree to cooperate and coordinate their efforts and supervision in completing the construction work and improvements to be carried out on the Grantor Property and Grantee Property as referenced in this Temporary Easement and the PUD Development Agreement and its attachments relating to this Temporary Easement. All notices and other communications given hereunder shall only be effective if in writing and if served by registered or certified mail, return receipt requested and all

postage and charges prepaid, or by the U.S. Post Office Express Mail, FedEx or similar overnight courier which delivers only upon signed receipt of the addressee, addressed to Grantor at the address set forth above, and addressed to Grantee at the address set forth above. Subject to the term limitation provisions in Section 2 and Section 7 hereof, this Temporary Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Duration of Temporary Easement.** The Temporary Easement is for the benefit of, and shall be appurtenant to, the Grantee Property and the Grantor Property, since the improvements, earth moving, engineered soil relocation and other matters referenced in this Temporary Easement or the PUD Development Agreement are to be constructed, installed, performed and placed on both the Grantor Property and Grantee Property, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Grantor Property and the Grantee Property, respectively, and all persons or entities claiming under or through them during the term of this Temporary Easement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Temporary Easement during the term of this Temporary Easement, but only as to the portions of the Grantor Property or Grantee Property acquired by such person or entity. In addition, notwithstanding anything contained herein to the contrary, such person or entity shall be bound by this Temporary Easement only during the period such person or entity has an interest in such Grantor Property or Grantee Property or portions thereof, except as to obligations, liabilities or responsibilities that accrue during the period such interest is held. Although persons and entities may be released under this Section, the easements, covenants, restrictions, rights and obligations set forth herein shall continue to be a servitude upon the Grantor Property and a benefit to the Grantee Property running with the land until termination of this Temporary Easement in accordance with its terms. This Temporary

Easement shall terminate sixty (60) days after Grantee, its agents, employees and contractors have completed the work and improvements specified and required by Grantee under the terms, conditions and exhibits contained in the PUD Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement Agreement effective as of the date first above written.

"GRANTEE":

NP TROY, LLC, a _____ limited liability company,

By:_____

Its: _____

"GRANTOR":

THE CITY OF TROY,

a Michigan municipal corporation

By:_____
Dane Slater
Its: Mayor

And By:_____
Aileen Dickson
Its: City Clerk

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

_____

Print Name:_____

Notary Public, _____ County, _____

My Commission Expires:_____

Acting in the County of _____

STATE OF MICHIGAN)

) SS

COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

_____

Print Name:_____

Notary Public, Oakland County, Michigan

My Commission Expires:_____

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPETY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS TEMPORARY EASEMENT ARE NOT ATTACHED TO THIS TEMPORARY EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

MONUMENT SIGN EASEMENT AGREEMENT

THIS MONUMENT SIGN EASEMENT AGREEMENT (the "Sign Easement") is made and entered into as of this _____ day of _____, 20____, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real estate described on **Exhibit "A"** attached hereto and incorporated by reference (the "Grantor Property"); and

WHEREAS, Grantee desires to install and maintain a monument sign to be placed on a Sign Easement to be located on the Grantor Property which monument sign will identify the name, address and location of the Grantee senior living and memory care residences to be located on the Grantee Property. Both the Monument Sign and the Sign Easement are to be located on the Grantor Property; and

WHEREAS, the real property benefitted by the Sign Easement and the Monument Sign as hereafter more fully described, is the Grantee Property described on **Exhibit "B"** attached hereto ("Grantee Property"); and

WHEREAS, the Monument Sign and the Sign Easement will be located on that portion of the Grantor Property legally described and surveyed on **Exhibit "C"** attached hereto and

incorporated herein by this reference (the "Sign Easement"), which Sign Easement property is the servitude property under this Sign Easement..

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee's employees, agents, contractors, suppliers, successors and assigns, without payment of any fee or other charge being made therefor, the perpetual right and easement for installing, erecting, maintaining, replacing, repairing, removing, altering, and operating a Monument Sign, and any and all other necessary appurtenances respecting the Monument Sign now or hereafter located upon the Sign Easement, including a non-exclusive perpetual easement for public utility access, pedestrian, worker and vehicular access, equipment access, placement of construction materials and ingress and egress over, through and across the Sign Easement from public streets and over, through and across other easement access ways granted by Grantor to Grantee and providing for access to the Monument Sign and Sign Easement. The Monument Sign specifications, engineering, description and details are as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Monument Sign").

2. Grantor shall not create, suffer or permit at any time any obstruction to or interference with the access, ingress or egress over, across or upon the Sign Easement nor interfere with the use of the easement granted hereunder.

3. Grantee, at its sole expense, agrees to construct the Monument Sign as shown and described on the Sign Easement Property legally described and surveyed on **Exhibit "C"** attached hereto. Grantee shall, at its sole expense, be responsible to erect, install and place all stone, brick, steel, concrete, installation, structure materials, and covering and lettering on such Monument Sign. Grantee, at its sole expense, shall maintain the Monument Sign and the Sign Easement at all times in first class condition and repair.

4. Grantee shall, at its expense, continuously maintain a broad-form policy or policies of comprehensive public liability insurance providing coverage against claims and liability on account of bodily injury, death and property damage incurred upon or about the Sign Easement. Such insurance shall have a combined single limit of not less than $1,000.000.00 per occurrence, shall designate Grantor as an additional insured, and shall be carried in a company licensed in the State of Michigan. Upon request, Grantee will provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section.

5. The rights, easements and covenants provided in this Sign Easement shall constitute a servitude on the Sign Easement Property, and shall run with the land. The provisions of this Sign Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns, and this Sign Easement shall be construed as a perpetual easement, provided that both the Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement entered into between the parties on November 23, 2015, and not as a license or a lease. This Sign Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Monument Sign Easement Agreement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC, a Missouri limited liability company,

By:_____

Its: _____

"GRANTOR":

THE CITY OF TROY, a Michigan municipal corporation

By:_____
Dane Slater
Its: Mayor

And By:_____
Aileen Dickson
Its: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20___, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

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

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

SIGN EASEMENT PROPERTY DESCRIPTION AND SURVEY

EXHIBIT "D"

MONUMENT SIGN SPECIFICATIONS, ENGINEERING PLANS AND DETAILS

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "REMA") is made and entered into as of this _____day _____of, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("City of Troy) and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer").

RECITALS:

A. City of Troy is the owner of the real property legally described in **Exhibit "A"** attached hereto ("City Property"). Developer is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Developer Property"), which Developer Property is adjacent to the City Property.

B. The City Property and Developer Property is presently unimproved property, but it is currently intended by the Parties that a portion of the Developer Property will be developed as senior living and memory care residences complex with related parking areas, entrance way, driveways, landscaping, detention/retention pond, lights, utilities, signage and other improvements to be constructed on the Developer Property and/or on the City Property.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Developer Property, the City and Developer intend to jointly cooperate, plan, participate in and share certain improvements, and the ongoing maintenance,

upkeep, replacement and repair thereof, including certain perpetual easements to be located on the City Property as part of a City Park to be developed on the City Property in ac
ordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the City Property and Developer Property, the City of Troy has agreed to grant and share with the Developer certain perpetual easements across the City Property, including the following described specific perpetual easements (the "Perpetual Easements"):

1. Parking Facilities Easement dated of even date herewith;
2. Entrance Drive and Cross-Access Driveway Easement dated of even date herewith;
3. Monument Sign Easement dated of even date herewith;
4. Detention/Retention Facilities Easement dated of even date herewith.

These Perpetual Easements will be constructed and installed on the City Property at Developer's cost for construction and installation of the referenced easement improvements in the areas depicted in the above referenced Perpetual Easements and pursuant to detailed engineering plans and drawings described in a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement"), to which this REMA is attached and made a part thereof. In addition thereto, the Developer has agreed, in accordance with the PUD Development Agreement, to place certain landscaping, public sidewalks, asphalt pathways, electric lighting, a fountain, underground utilities and other improvements on the City Property both within and outside of the Perpetual Easements and to install, construct and erect significant facilities and improvements on the Developer Property.

E. In addition thereto, the City of Troy has the express right, but not the obligation, to construct and install on the City Property, both within and outside of the Perpetual Easements areas, at the sole cost of the City of Troy, such other improvements and betterments as the City of Troy may determine from time to time in its sole discretion.

F. This REMA is intended to set forth the terms, conditions and agreements between the City of Troy and the Developer with respect to the respective maintenance, upkeep, repair and replacement obligations of the City of Troy and the Developer, both within (a) the Perpetual Easements, and (b) as to other improvements and betterments which the Developer has agreed and is required to erect and install on the City Property pursuant to the PUD Development Agreement; and (c) as to improvements and betterments which the City of Troy may in the future elect to construct or install at its own cost and/or with funds granted by the Developer to the City of Troyforthe City of Troy's sole use in constructing and installing other improvements on the City of Troy City Park Property from time to time; and (d) facilities, utilities and other improvements which the Developer is required to construct, erect and install on the Developer's Property pursuant to the PUD Development Agreement.

NOW, THEREFORE, for value received, and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, the City of Troy andthe Developer do hereby agree that the separate responsibility of each of them with respect to the maintenance, upkeep, repair and replacement and payment of the cost thereof relating to the following: (a)improvements and betterments within the Perpetual Easements and improvements on the City Property; (b)other improvements to be made by the Developer to other parts of the City of Troy City Park Property; (c) other improvements which the City of Troy erects or installs from time to time to other parts of the City Property as part of its development of the City Park Property; and (d) the responsibility of the Developer, only, as to any improvements installed or placed on the

Developer Property pursuant to the PUD Development Agreement are hereafter set forth as follows:

1. Attachment "1" to the REMA, which is attached hereto and made a part hereof, contains a detailed outline of maintenance, upkeep, repair and replacement responsibilities of the City of Troy and the Developer on the Grantor Property (including the Perpetual Easements and other areas of the City Property) and by the Developer on the Developer Property.

2. The full approved engineering drawings and other specific details of the construction of the improvements and betterments to be made by the Developer within the Perpetual Easements; to be made by the Developer on other areas of the City Property; and the improvements, facilities and betterments to be placed by the Developer on the Developer Property, are described in the PUD Development Agreement incorporated herein by reference. The respective responsibilities of the City of Troy and the Developer are detailed in Attachment 1. The responsibility for maintenance, upkeep, repair and replacement of improvements and betterments which the City of Troy hereafter elects to make to the City Park Property are totally the ongoing responsibility of the City of Troy.

3. This Paragraph sets forth a more detailed narrative explanation of the installation and construction of improvements being made, maintenance, upkeep, repair and replacement by the City of Troy and the Developer on the City Property. In the event of any conflict between Attachment 1 and this Paragraph 3, this Paragraph 3 shall control:

(a) Sidewalks, pathways, drives and parking lot:

The City of Troy will be responsible for maintenance, upkeep, repair and replacement of all pathways andasphalt or concrete sidewalks on the City of Troy Property. The Developer will be responsible for maintenance, upkeep, repair and replacement of all drives and parking areas on the City of Troy Property and will be responsible for snow removal on all concrete sidewalks, parking and drive areas and for repair of any sidewalks, parking areas and drive areas that are damaged as a result of the snow removal. The City of Troy will allow the Developer to designate certain areas of the parking lot or City of Troy Property for piling of snow. The City of Troy shall include the shared parking lot and drive lanes in its regular street sweeping schedule.

(b) Landscaping and lawn maintenance:

The City of Troy shall be responsible for all landscaping and plant maintenance on the City of Troy Property except for any planting beds surrounding the Developer Monument Sign Easement on the City of Troy Property. The Developer will extend the irrigation system to the landscaping areas within the Entrance Drive and Cross Access Driveway Easement and will be responsible for all costs associated with the irrigation system repair and upkeep in that area.

(c) Fountain/Water feature:

The Fountain/Water Feature fountain within the Detention/Retention Facilities Easement will include a single floating fountain with a decorative spray pattern with a height no less than 8' and an appropriately sized pump to accommodate flow to provide adequate aeration to the detention/retention pond. The Developer will provide and install the fountain feature. The power circuiting for the water feature will be fed from a panel located within the Developer Property facility, and will be run on a continuous basis. Fountain will be removed and stored by Developer during the winter months where freezing temperatures do not allow for the operation of pump. TheDeveloper will be responsible for all maintenance, upkeep, repair and replacement of this Fountain/Water Feature.

(d) Site Lighting:

The Developer will install site lighting over the parking and drive cross-access lane areas on the City of Troy Property and shall pay for the ongoing utility cost, repair, maintenance, upkeep or replacement of the lighting improvements. The circuiting for the lighting will be fed from lighting circuits located on a panel within the Developer facility. Lighting will be controlled by a photocell controller.

(e) Other Park Amenities/Underground improvements:

The Developer will provide underground infrastructure for water, sewer, and electric utilities to one designated location on the City of Troy Property for future improvements to be made by the City of Troy. The Developer will have no ongoing maintenance, upkeep, repair or replacement obligations for any improvements constructed or installed by theCity of Troy, including improvements installed with funds from the $50,000 grant provided by the Developer. Upon connection to the water and sewer improvements for public use, the City of Troy will assume all maintenance, upkeep, repair and replacement responsibility of those lines. Electric Utility Infrastructure will include 1 pathway installed per DTE Energy Standards for small service buried primary power conduit.

(f) Storm Water Improvements:

The Developer will maintain all underground structures and underground pipes, to ensure proper functionality and flow of water. The Developer will keep the pipes, structures, and area in the immediate vicinity of all inlet and outlet structures reasonably clear of all silt and debris to allow for sufficient drainage of the stormwater facilities.

The City of Troy will perform all landscaping, planting, and general clean up maintenance of the detention/retentionfacilities within the Perpetual Easements on the City of Troy Property.

4. The City of Troy and the Developer do hereby agree to use their reasonable best efforts at all times to perform their duties and obligations under this REMA to high quality standard of care in a diligent manner. Both Parties acknowledge and recognize that the timing of

the performance of their respective duties and obligations under this REMA will depend upon weather conditions, planting seasons and the availability of materials to perform their duties and obligations under this REMA.

5. The City of Troy Property shall be maintained in a manner consistent with the condition of the Property upon completion of the improvements. All lawns shall be mowed regularly, plantings shall be maintained appropriately, and grounds are to be kept in a clean and presentable manner to ensure public safety. If either Party believes that the other is failing to meet its duties and obligations hereunder in a timely and appropriate manner, it will notify the other Party in writing, identifying therein the details of its objection to the performance by the other Party. The written notice shall be given in accordance with the Notice provisions of Paragraph 10 of this REMA.

The Party receiving the written notice shall have fifteen (15) days to (a) cure such duty or obligation; (b) explain in writing why it cannot be done in fifteen (15) days and indicate in writing the projected time period to complete the duty or obligation; or (c) explain in writing to the other Party why it does not believe it is in violation of its duties and obligations under this REMA. In the event the parties have any disagreement as to whether they are meeting their duties or obligations under this REMA, they agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute within thirty-five (35) days of the original notice to cure, they may submit the matter or matters in dispute to final and binding arbitration before a single arbitrator at the nearest local office of the American Arbitration Association ("AAA") in accordance with AAA rules of commercial arbitration. In that event, the costs of the arbitration will be equally shared by both Parties, but if the matter must be decided by a written decision of the selected arbitrator,

as opposed to a settlement resolution, the arbitrator may award arbitration costs and reasonable attorney fees to the prevailing party as determined by the arbitrator in his/her sole discretion. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

If the duty or obligation referenced in the written notice is deemed by the complaining Party providing such written notice to be an emergency, the Party shall explain the detailed nature of the emergency in such written notice to the Party alleged to be in violation. In that event, if the emergency matter is not resolved within two (2) business days after the notice to correct is sent, the complaining Party providing such written notice may elect to correct the alleged emergency duty or obligation and submit a detailed invoice for its costs of correction to the Party alleged to be in violation of its duty or obligation.

If the Party claimed to owe the cost of correction fails or refuses to pay such sums, either Party may submit a claim for the invoice amount to binding and final arbitration in the same manner as specified above in this Paragraph 5. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

6. This REMA can be amended or modified in writing at any time by written agreement of the Parties hereto, their respective successors or assigns.

7. This REMA shall continue in full force and effect as long as the PUD Development Agreement is in force and effect, except as it may be modified or amended in accordance with Paragraph 6 above.

8. In the event the Developer or its successors and/or assigns discontinues the use of the Developer Property for the purposes contemplated in the PUD Development Agreement and/or the maintenance obligations of the Developer as set forth in this REMA are discontinued for any reason, the City of Troy may notify Developer, its successors or assigns, setting forth the reason or reasons for the City of Troy claimed discontinuance by the Developer of its obligations under this Paragraph, which prior written notice shall be given in accordance with the Notice provision in Paragraph 10 of this REMA, that the City intends to assume such obligations and assess the costs incurred by the City of Troy in doing so as a lien on the Developer Property to be collected in the same manner as provided by law for the collection of real property taxes. If Developer, its successors or assigns, believes in good faith that it has not discontinued its obligations under this Paragraph 8, it shall have fifteen (15) days to (a) cure such discontinued obligation; or (b) explain in writing to the City of Troy why it cannot correct the discontinued obligation in fifteen (15) days and indicate in writing the projected time period to complete the correction of the discontinued obligation; or (c) explain in writing to the City of Troy why it does not believe it is in violation of its duties and obligations under this Paragraph 8 of the REMA. In the event the Parties continue to have any disagreement as to whether Developer has discontinued its duties or obligations under this REMA, the Parties agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute by written agreement within thirty-five (35) days of the original Notice from the City of Troy, the City of Troy may then exercise all of its rights under this Paragraph 8 including the assumption of maintenance obligations and the imposition of a lien to cover the costs in doing so.

9. The Developer, its successors and assigns, shall indemnify and hold harmless the City of Troy, from and against any and all claims for injuries and/or damages, excluding

therefrom claimed loss of profits, arising out of the Developer's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the City of Troy, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City of Troy from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the City of Troy under this REMA.

Likewise, the City of Troy, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City of Troy's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City of Troy required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the Developer under this REMA.

10. All notices, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, addressed to the City of Troy and the Developer at their respective addresses set forth on the first page of this REMA, or at such other address as any Party may designate by notice delivered in accordance with this Paragraph. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, FedEx, or similar overnight courier which delivers only upon signed receipt of the addressee.

All provisions of this REMA shall be covenants running with the land pursuant to applicable Laws. All exhibits referred to herein and attached hereto are incorporated herein by this reference. Any paragraph headings and captions in this REMA are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so

requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof", "herein", "hereunder" and similar terms shall be deemed to refer to this REMA. The terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

This REMA shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written

"Developer"

NP TROY, LLC
a Missouri limited liability company

By:_____
Name:
Its: Manager

Dated:_____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

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

Acting in the County of Oakland

IN WITNESS WHEREOF, the City of Troy has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written.

"City of Troy"

CITY OF TROY, a Michigan Municipal Corporation

By:_____
Name: Dane Slater
Its: Mayor

Dated:_____

By:_____
Name: Aileen Dickson
Its: City Clerk

Dated:_____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

_____
Print Name:_____
Notary Public, Oakland County, Michigan

My Commission Expires:_____
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

ATTACHMENT 1 to REMA

DETAILED OUTLINE OF MAINTENANCE, UPKEEP, REPAIR AND REPLACEMENT RESPONSIBILITIES OF GRANTOR (CITY OF TROY) AND GRANTEE (DEVELOPER) ON GRANTOR PROPERTY (INCLUDING THE PERPETUAL EASEMENTS AND OTHER AREAS OF THE CITY PARK PROPERTY) AND BY GRANTEE (DEVELOPER) ON THE GRANTEE PROPERTY

ITEM	GRANTOR/CITY OF TROY RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR	GRANTEE/DEVELOPER RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR
GRANTOR/CITY PARK PROPERTY PERPETUAL EASEMENT AND OTHER LOCATIONS		
Concrete Sidewalks – Snow Removal (including along Livernois Road and connecting sidewalks from parking lot to Developer assisted living facility, but *excluding* asphalt or concrete pathways)		X
Concrete Sidewalks – Slab Replacement/Repairs	X	
Asphalt Pathways – Snow Removal	X	
Asphalt Pathways – Surface Repairs	X	
Parking Lot/Entry Drive Easement – Repair and Resurfacing/Restriping		X

Parking Lot/Entry Drive Easement Sweeping	X	
Parking Lot/Entry Drive Easement – Snow Removal		X
Parking Lot Easement Lighting – Electricity Cost		X
Parking Lot Easement Lighting - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary		X
City Park Lighting (Non Parking Lot Easement) – Electricity Cost	X	
City Park Lighting (Non Parking Lot Easement) - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary	X	
Storm Water Detention/Retention Easement (Including Bio Swales) – Grass cutting, weed removal, bank stabilization, general cleanup, dredging and repair	X	
Storm Water Detention/Retention Easement - Keep pipes and drains reasonably clear of debris		X
Fountain – Mechanical Maintenance, Repair and Replacement and Storage		X
City Park Amenities (All Buildings, Structures, Fences/Gates) – Maintenance, Repair and Replacement	X	
City Park Amenities – Electricity Cost	X	
City Park Trash Pickup/Dog Waste Pick-up and Bag Replacement	X	
Ancillary City Park Amenities (including but not limited to Benches, Trash Cans, Bicycle Racks) – Maintenance, Repair and Replacement	X	

Turf Grass – Grass Cutting, Sod Replacement, Weed Maintenance, Repairs and Replacement on City of Troy Property	X	
City Park Landscaping (All non-turf grass Plant Materials including trees, shrubs, flowers) – Pruning, Watering, Replacement	X	
Assisted Living Facility Ground Sign Easement – Maintenance/Repair/Replacement		X
Signage for City Park, Wayfinding Signage, Traffic Signage – Maintenance/Repair/Replacement	X	
Underground Utilities included in the PUD improvements by Developer – Water, Sanitary Sewer, Storm Sewer, etc – Maintenance and Repair		X
All Future Improvements to City Park not included in the PUD Agreement improvements by Developer – Maintenance, Repair, Replacement and Utility Costs	X	
GRANTEE/DEVELOPER/GRANTEE PROPERTY		
All Facilities, Utilities and Improvements on Grantee Property, Maintained by Grantee/Developer		X

EXHIBIT E
PRELIMINARY SITE PLAN

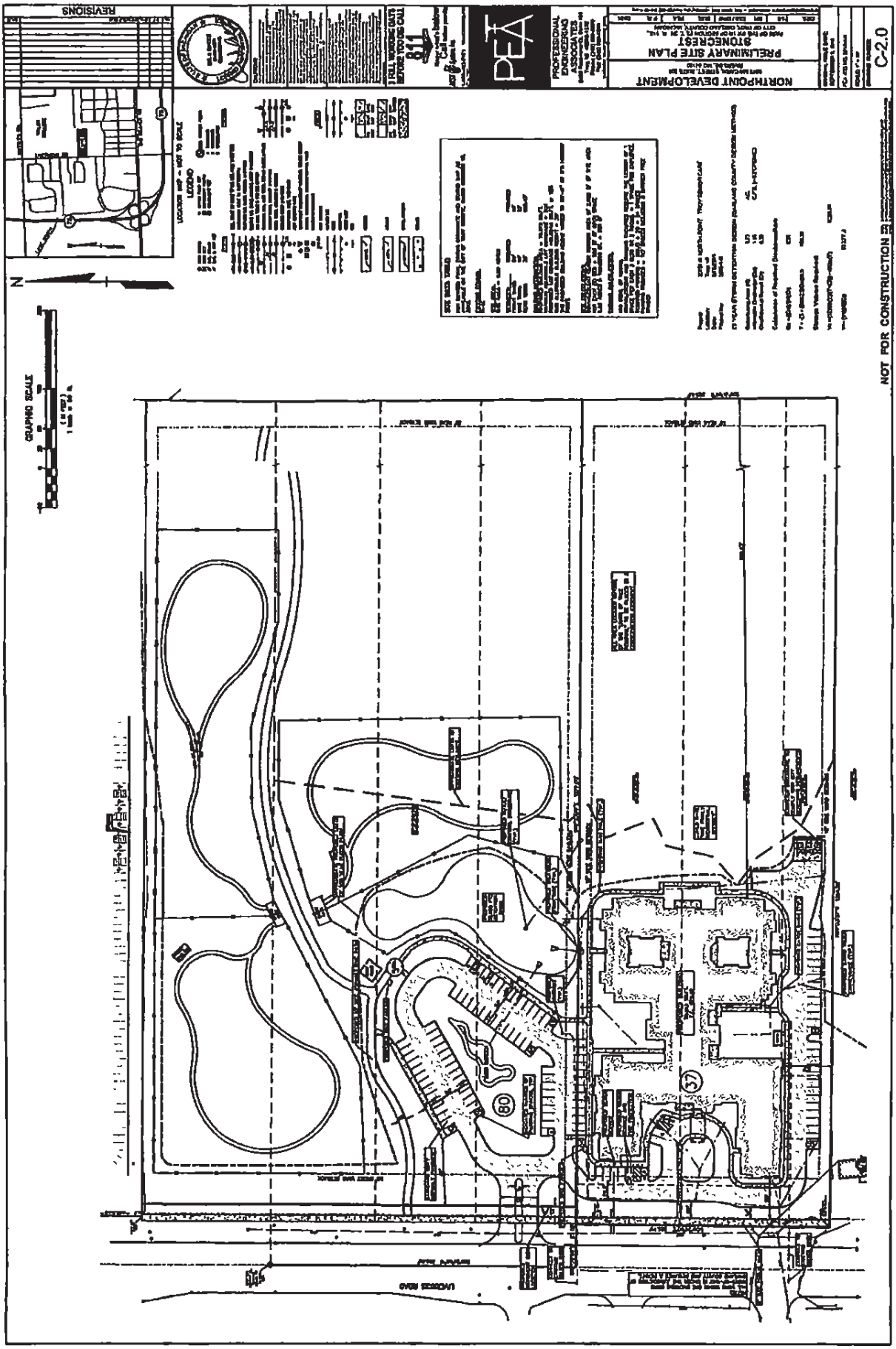

NORTHPOINT DEVELOPMENT
PRELIMINARY SITE PLAN
STONECREST
PEA
PROFESSIONAL ENGINEERING ASSOCIATES
811
REVISIONS
C-2.0
NOT FOR CONSTRUCTION
GRAPHIC SCALE
N
LOCUST ROAD

Exhibit C

Parking Easement

See attached.

LIBER 49373 PAGE 530
$58.00 MISC RECORDING
$4.00 REMONUMENTATION
05/17/2016 02:35:36 PM RECEIPT# 53928
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 MAY 17 PM 2:18

EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES

THIS EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES (the "Parking Facilities Easement") is made and entered into as of this 10th day of May, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share certain improvements, including this Parking Facilities Easement and other easements to be located on the Grantor Property as part of a City Park to be developed on the Grantor Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

OK - LG

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee certain easements across Grantor Property, including this Parking Facilities Easement, for the construction of a parking lot, parking lanes, curbing, a water detention and water feature, landscaping and electric illumination within this Parking Facilities Easement. These parking lot improvements will be installed on the Grantor Property at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner specified in detailed engineering plans and drawings attached to a certain Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015(the "PUD Development Agreement") to which this Parking Facilities Easement is attached and made a part thereof.

NOW, THEREFORE, for value received, and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Parking Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Parking Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the construction, installation and improvement, of parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water run-off feature, landscaping, overhead lighting and other necessary improvements (the "Parking Lot Facilities") in, under, upon, over and through the Parking Facilities Easement, all in accordance with the Parking Facilities Easement legal description and survey attached hereto as **Exhibit "C"** and detailed improvements thereto as set forth in the PUD Development Agreement and attachments thereto incorporated herein by this reference. The Parking Facilities

Easement herein granted and reserved is for use by and benefit of Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. This Parking Facilities Easement is designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Parking Lot Facilities and all incidental improvements thereto are to be constructed by Grantee as part of a certain engineering plan for parking lot, landscaping, parking sites, parking access lanes, overhead lighting, water detention/retention, a water feature, parking lot access and other improvements thereto, prepared by Professional Engineering Associates, Inc., working in cooperation with the staff personnel of Grantor, as set forth in the PUD Development Agreement, and will at all times serve the needs and requirements of both the Grantor Property and Grantee Property.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Parking Lot Facilities Easement and the engineering plan for the Parking Lot Facilities Easement attached to and made a part of the above referenced PUD Development Agreement. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Parking Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shallot, except as required for construction of the Parking Lot Facilities, erect, install or place any structures, materials, devices, things or matters within the Parking Facilities Easement which obstruct or impede the use of the Parking Lot Facilities by the Grantor or Grantee, their heirs, successors, invitees, and licensees, or impede or interrupt the normal flow and design for flow of surface water to, over, or within or from the Parking Facilities Easement, without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Parking Lot Facilities, upon prior written notice to Grantee, Grantor may, at its reasonable election, and its

sole cost, further improve, alter, or expand the Parking Lot Facilities (the "Grantor Improvements"), at Grantor's sole cost, in order to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Parking Facilities Easement shall be maintained to adequately handle the overflow Grantee parking requirements in the normal course of business from the Grantee Property and the Parking Lot Facilities, while possibly expanded and/or modified by Grantor at Grantor's sole cost, will also continue to exist at least in its present location in accordance with **Exhibit "C"** hereto.

3. **Maintenance of the Parking Lot Easement During Construction of Parking Lot Facilities.**

Maintenance of the Parking Lot Facilities During Construction of the Parking Lot Facilities by Grantee in Accordance with the Approved Engineering Plans. Commencing with (i) the start of construction by Grantee of any improvements permitted or required by Grantee on the Parking Facilities Easement on Grantor Property, or (ii) the date Grantee performs any action to improve, alter or install all or any portion of the Parking Lot Facilities pursuant to the approved engineering plans attached to the PUD Development Agreement, Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Parking Lot Facilities within or in proximity of the Parking Facilities Easement, including, without limitation, obtaining all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the Parking Lot Facilities. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete the required work under the approved engineering plans referenced herein. Upon completion of construction of the Parking Facilities under the approved engineering plans referenced herein, the maintenance, repairs and upkeep of the Parking Facilities Easement shall be carried out pursuant to the Reciprocal Easement

Maintenance Agreement between Grantor and Grantee of even date which is incorporated herein by this reference.

4. **Duration.** The Parking Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Parking Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parking Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity, provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Parking Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Parking Facilities Easement for parking from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Parking Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Parking Facilities Easement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By: NATHANIEL HAGEDORN
Its: Manager

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By: Dane Slater
Dane Slater
Its: Mayor

And By: M Aileen Dickson
Aileen Dickson
Its: City Clerk

STATE OF Missouri)
) SS
COUNTY OF Platte)

On this 5th day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Amy M Smith
Print Name: Amy M. Smith
Notary Public, Clay County, Missouri
My Commission Expires: December 1, 2017
Acting in the County of Platte

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552804

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

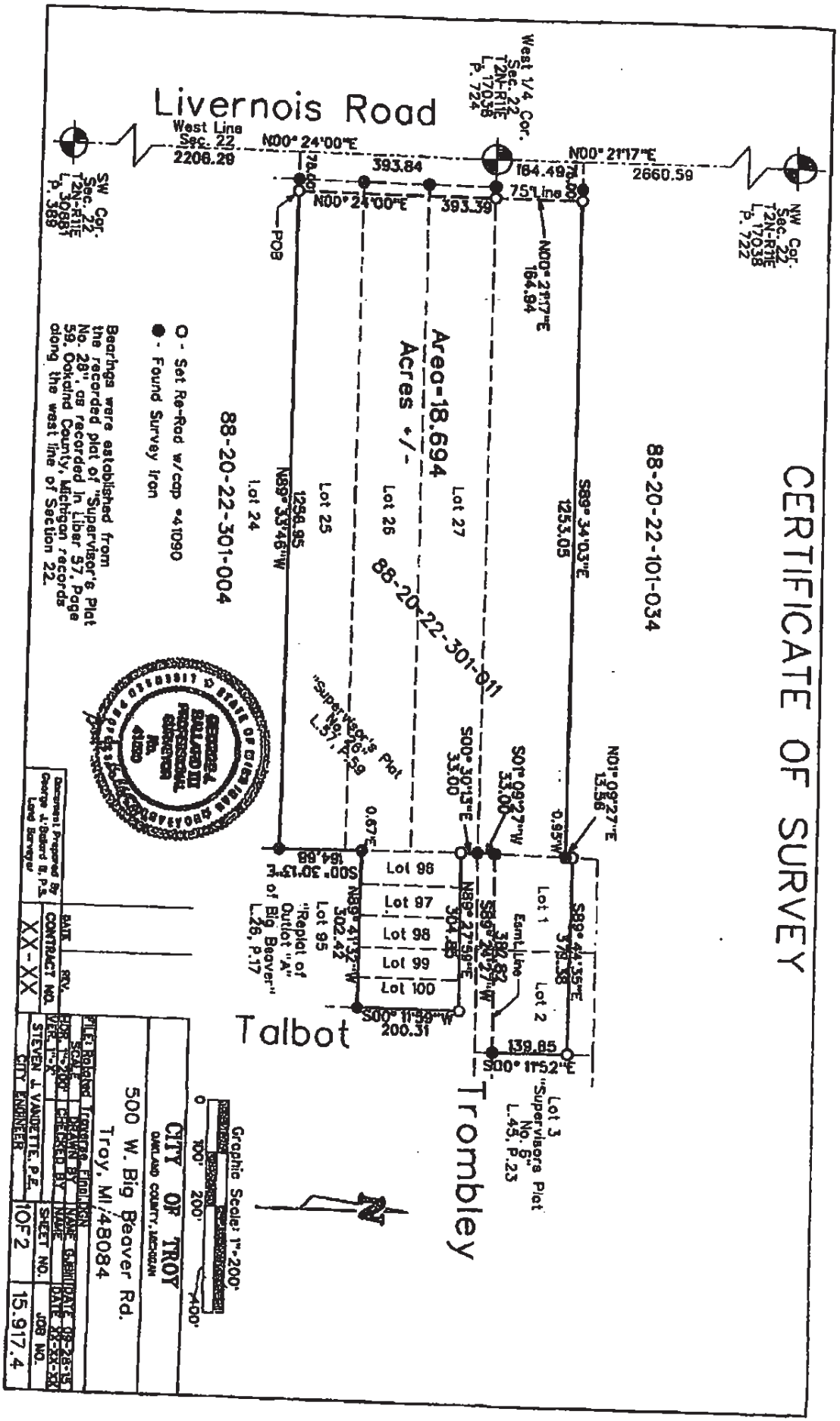
Cheryl A Stewart
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
West Line Sec. 22 2206.29
N00° 24'00"E
393.84
393.39
164.49
N00° 21'17"E 2660.59
75' Line
N00° 21'17"E 164.94
POB
SW Cor. Sec. 22 T2N-R11E L. P. 30881 P. 389
West 1/4 Cor. Sec. 22 T2N-R11E L. P. 17038 P. 724
NW Cor. Sec. 22 T2N-R11E L. P. 17038 P. 722
Area-18.694 Acres +/-
88-20-22-301-011
88-20-22-101-034
88-20-22-301-004
Lot 24
Lot 25
Lot 26
Lot 27
N89° 33'46"W 1256.95
S89° 34'03"E 1253.05
S00° 30'13"E 33.00
S01° 09'27"W 33.00
N01° 09'27"E 13.56
0.67'E
0.95'W
S00° 30'13"E 64.68
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
N89° 41'32"W 302.42
N89° 27'59"E 304.85
S89° 20'27"W 382.82
S89° 44'35"E 378.38
Lot 1
Lot 2
Lot 3
Easmt Line
139.85
S00° 11'52"E
S00° 11'58"W 200.31
"Supervisor's Plat No. 6" L.45, P.23
"Replat of Outlot "A" Big Beaver" L.26, P.17
Talbot
Trombley
Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
GEORGE J. BALLARD III PROFESSIONAL SURVEYOR No. 41090
STATE OF MICHIGAN
Graphic Scale: 1"=200'
0 100' 200' 400'
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
Document Prepared By George J. Ballard III, P.S. Land Surveyor
CONTRACT NO. XX-XX
APP. BATE
FILE: Retired Troy\16-Elevation
DRAWN BY: WWE
CHECKED BY: WWE
DATE: 08-28-15
SHEET NO. 1OF2
JOB NO. 15.917.4
STEVEN J. VANDETTE, P.E. CITY ENGINEER

LIBER 49373 PAGE 539

Description of Parcel:

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 28, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 18 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33.00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 96 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.60 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.68 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — 9-28-2015 Date

Witness Ties

SW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
S65° E, 50.36'-PK in SW Cor. of Pole Base
N88° E, 48.70'-PK in NW Cor. Light Pole Base
N65° W, 52.85'-PK in NE Cor. Pole Base
S75° W, 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N83° W, 55.97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.94'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 78.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41090

Graphic Scale: 1"=200'
0 100' 200' 400'

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084

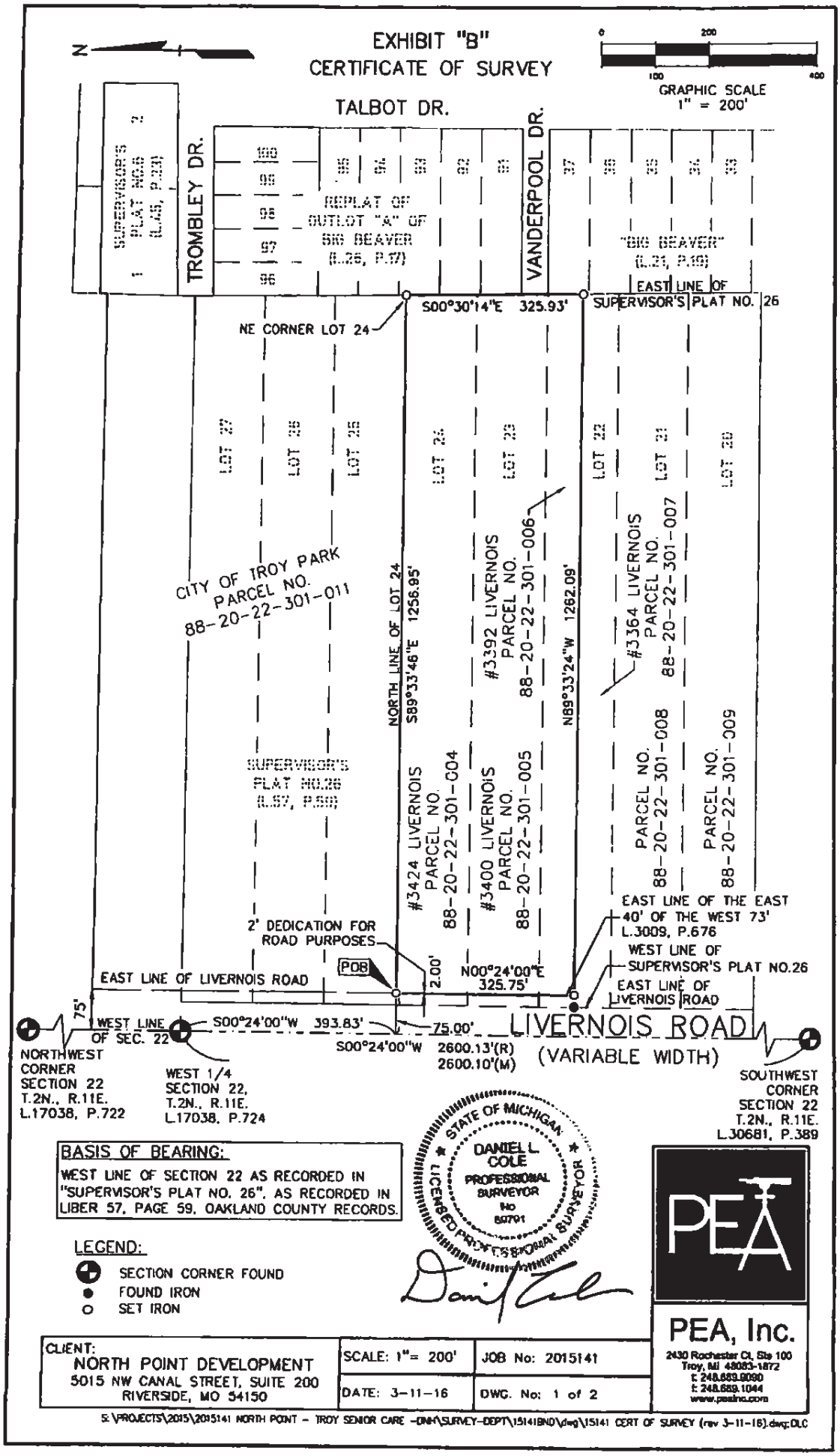
FILE: Rotated Traverse Final.DGN			
SCALE	DRAWN BY	NAME GJB	DATE 09-28-15
HOR. 1"=200'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'			
STEVEN J. VANDETTE, P.E. CITY ENGINEER		SHEET NO. 2OF2	JOB NO. 15.917.4

Document Prepared By	DATE	REV.
George J. Ballard III, P.S. Land Surveyor	CONTRACT NO. N/A	

20-22-301-011

EXHIBIT "B"

GRANTEE PROPERTY



BASIS OF BEARING:

WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26". AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

LEGEND:

- ⊕ SECTION CORNER FOUND
- ● FOUND IRON
- ○ SET IRON

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No 60791
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg;DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50.36' –	PK nail in Southwest face of pole base
N88°E	48.70' –	PK nail in Northwest face of light pole base
N65°W	52.85' –	PK nail in Northeast face of pole base
S75°W	52.35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W	55.97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91.36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107.94' –	PK nail w/ washer in Northwest face of power pole
EAST	75.00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76.33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79.73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77.67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88.62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No 60701
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE:

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:	SCALE: –	JOB No: 2015141
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	DATE: 3-11-16	DWG. No: 2 of 2

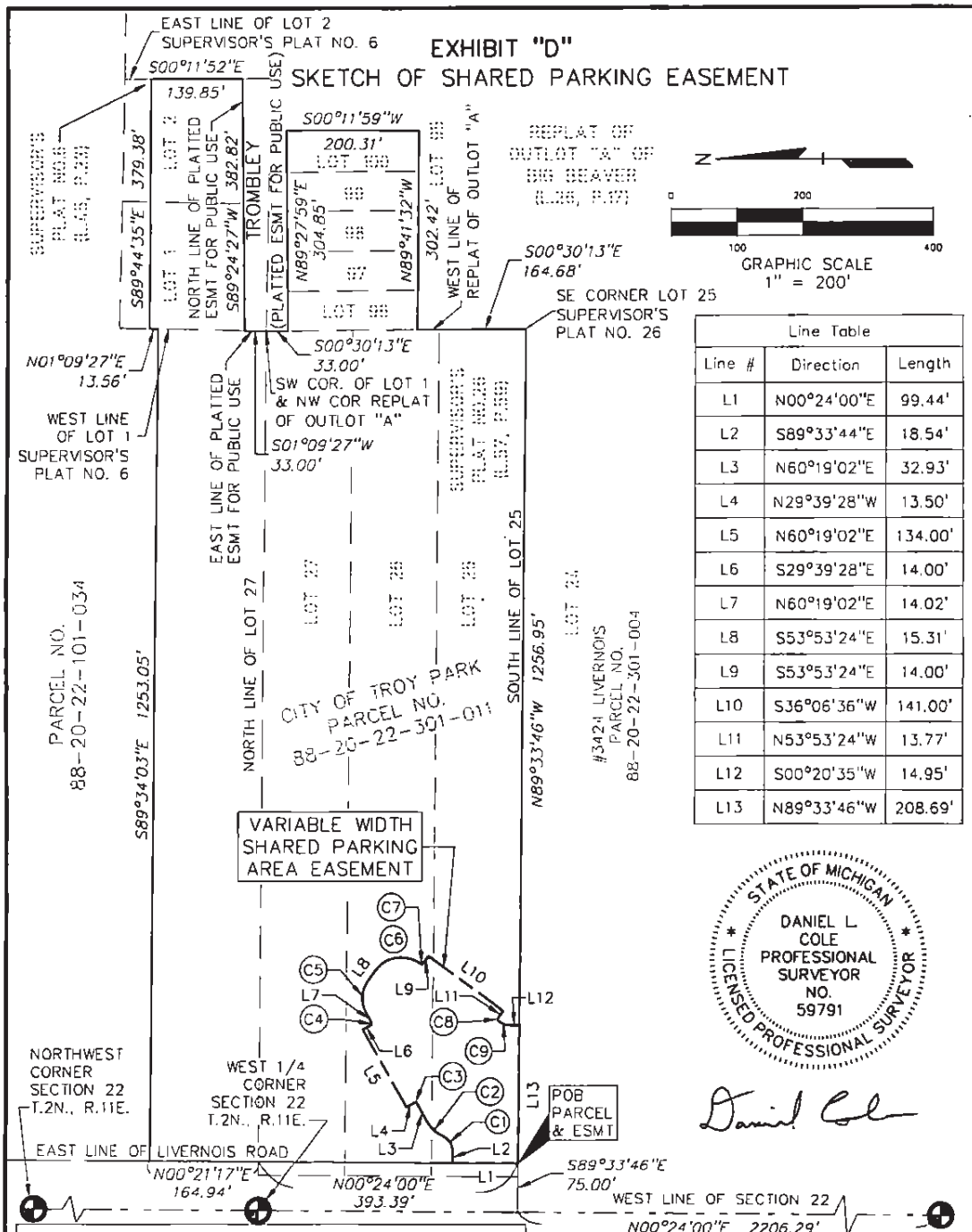
S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DN-I\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg, DLC

EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF THE PORTION OF GRANTOR PROPERTY ON WHICH THE PARKING FACILITIES EASEMENT IS LOCATED

EXHIBIT "D"

SKETCH OF SHARED PARKING EASEMENT



Line Table		
Line #	Direction	Length
L1	N00°24'00"E	99.44'
L2	S89°33'44"E	18.54'
L3	N60°19'02"E	32.93'
L4	N29°39'28"W	13.50'
L5	N60°19'02"E	134.00'
L6	S29°39'28"E	14.00'
L7	N60°19'02"E	14.02'
L8	S53°53'24"E	15.31'
L9	S53°53'24"E	14.00'
L10	S36°06'36"W	141.00'
L11	N53°53'24"W	13.77'
L12	S00°20'35"W	14.95'
L13	N89°33'46"W	208.69'

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO. 59791
LICENSED PROFESSIONAL SURVEYOR

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	28.69'	24.50'	67°05'14"	N56°53'39"E	27.08'
C2	31.94'	49.50'	36°58'00"	N41°50'02"E	31.39'
C3	4.71'	3.00'	89°58'30"	N15°19'47"E	4.24'
C4	3.93'	2.50'	90°01'30"	S74°40'13"E	3.54'
C5	56.84'	49.50'	65°47'50"	S86°47'19"E	53.77'
C6	77.83'	49.50'	90°05'33"	S08°50'37"E	70.06'
C7	3.93'	2.50'	90°05'33"	S08°50'37"E	3.54'
C8	3.57'	2.50'	81°47'49"	S85°12'42"W	3.27'
C9	19.27'	25.50'	43°18'23"	S22°42'33"W	18.82'

CLIENT:
NORTH POINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MO 54150

SCALE: 1"= 200' | JOB No: 2015141
DATE: 11-10-15 | DWG. No: 1 of 2

PEA, Inc.
2430 Rochester Ct, Ste 100
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S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT PARKING 11-7-15.dwg;DLC

EXHIBIT "D"
LEGAL DESCRIPTIONS

Legal Description – Parcel:

(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver", thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26", thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-011

Legal Description – Variable Width Shared Parking Area Easement:

(Per PEA, Inc.)

A variable width shared parking area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Southwest Corner of said Section 22;
thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;
thence S89°33'46"E, 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;
thence along said easement the following twenty-two (22) courses:

1) along said East line of Livernois Road, (L1) N00°24'00"E, 99.44 feet;
2) (L2) S89°33'44"E, 18.54 feet;
3) (C1) 28.69 feet along the arc of a curve to the left, having a radius of 24.50 feet, a central angle of 67°05'14", and a chord bearing N56°53'39"E, 27.08 feet;
4) (C2) 31.94 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 36°58'00", and a chord bearing N41°50'02"E, 31.39 feet;
5) (L3) N60°19'02"E, 32.93 feet;
6) (C3) 4.71 feet along the arc of a curve to the left, having a radius of 3.00 feet, a central angle of 89°58'30", and a chord bearing N15°19'47"E, 4.24 feet;
7) (L4) N29°39'28"W, 13.50 feet;
8) (L5) N60°19'02"E, 134.00 feet;
9) (L6) S29°39'28"E, 14.00 feet;
10) (C4) 3.93 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 90°01'30", and a chord bearing S74°40'13"E, 3.54 feet;
11) (L7) N60°19'02"E, 14.02 feet;
12) (C5) 56.84 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 65°47'50", and a chord bearing S86°47'19"E, 53.77 feet;
13) (L8) S53°53'24"E, 15.31 feet;
14) (C6) 77.83 feet along the arc of a curve to the right, having a radius of 49.50 feet, a central angle of 90°05'33", and a chord bearing S08°50'37"E, 70.06 feet;
15) (C7) 3.93 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 90°05'33", and a chord bearing S08°50'37"E, 3.54 feet;
16) (L9) S53°53'24"E, 14.00 feet;
17) (L10) S36°06'36"W, 141.00 feet;
18) (L11) N53°53'24"W, 13.77 feet;
19) (C8) 3.57 feet along the arc of a curve to the left, having a radius of 2.50 feet, a central angle of 81°47'49", and a chord bearing S85°12'42"W, 3.27 feet;
20) (C9) 19.27 feet along the arc of a curve to the left, having a radius of 25.50 feet, a central angle of 43°18'23", and a chord bearing S22°42'33"W, 18.82 feet;
21) (L12) S00°20'35"W, 14.95 feet to the aforementioned South line of Lot 25 and;
22) along said South line, (L13) N89°33'46"W, 208.69 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±51,458 square feet or ±1.18 acres of land.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248 689 9090
f: 248 689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT PARKING 11-7-15.dwg;DLC

EXHIBIT "D"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS PARKING FACILITIES EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

Exhibit D

Water Easement

See attached.

LIBER 49373 PAGE 547
$61.00 MISC RECORDING
$4.00 REMONUMENTATION
05/17/2016 02:35:36 PM RECEIPT# 53928
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 MAY 17 PM 2:18

EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES

THIS EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES (the "Detention/Retention Facilities Easement") is made and entered into as of this 10th day of May, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share in the cost of certain improvements, including this Detention/Retention Facilities Easement and other easements to be located on the Grantor Property as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance. OK - LG

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a perpetual easement for the construction of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain on the Grantor Property, at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner approved and specified in detailed engineering drawings attached to a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed city Park Planned Unit Development Agreement to which this Detention/Retention Facilities Easement is attached and made a part of as though fully set forth herein.

NOW, THEREFORE, for value received and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Detention/Retention Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Detention/Retention Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the installment, construction, and improvement, of storm water detention/retention facilities with water features, fountain and landscaping (the "Detention/Retention Facilities") in, under, upon, over and through the Detention/Retention Facilities Easement. The Detention/Retention Facilities Easement herein granted and reserved is for use by and the benefit of both Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. It will provide necessary water detention/retention of surface water designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Detention/Retention Facilities and all incidental improvements thereto are to be constructed as

part of the PUD Development Agreement and will at all times serve the needs and requirements of both the Grantor and Grantee Properties. The legal description and survey of the area of the Grantee Property on which the Detention/Retention Facilities Easement is located is attached hereto as **Exhibit "C"**.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Detention/Retention Facilities Easement and the engineering detention/retention plans. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Detention/Retention Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shallot erect, install or place any structures, materials, devices, things or matters which obstruct or impede the normal flow and design of surface water to, over, or within or from the Detention/Retention Facilities Easement in accordance with the engineering detention/retention plans as described in the PUD Development Agreement without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Detention/Retention Facilities Easement, upon prior written notice to Grantee, Grantor may, at its reasonable election, further improve, or expand the Detention/Retention Facilities (the "Grantor Improvements"), at Grantor's sole cost, to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Detention/Retention Facilities Easement shall be maintained to adequately handle the surface water from and storm and surface water storage needs of the Grantee Property and any other properties flowing naturally into such Detention/Retention Facilities Easement.

3. **Rights of Grantee to Install Storm Water Drainage Pipe From Grantee Property into the Detention/Retention Facilities Easement and to Remove or Relocate Soils Located Within the Detention/Retention Facilities Easement to Areas of Grantor Property Where Needed or to Relocate Soils to Grantee Property or to Remove Soils from the Detention/Retention Facilities Easement to Other Locations if Not Required to be Retained for Grantor Property.** Grantee shall have the right, pursuant to the engineering detention/retention plans described in the PUD Development Agreement, to remove soils from the Detention/Retention Facilities Easement and to place them on Grantee's Property as additional land fill or land balancing or to remove any excess soils from the Detention/Retention Facilities Easement or Grantor's Property, all at Grantee's sole cost, except that if the Grantor elects to retain any of such excess soils for Grantor's own use on other areas of the Grantor Property or elsewhere, it can do so at its sole cost. Grantee can also install storm and/or surface water pipe installations or drainage from Grantee Property to the Detention/Retention Facilities Easement and install a water fountain connected electrically to the parking lot light system on Grantor Property and construct and install all other improvements required of Grantee under the engineering detention/retention plans which are a part of the PUD Development Agreement.

4. **Maintenance During Construction of Detention/Retention Facilities.**

4.1 Maintenance During Construction of Detention/Retention Facilities by Grantee in Accordance with engineering detention/retention plans. Prior to the earlier of (i) the start of construction by Grantee of any improvements permitted or required by Grantee on all or any portion of the Grantor Property which utilize the Detention/Retention Facilities for storm water or surface water drainage or detention/retention from the Grantor or Grantee Properties, or (ii) the date Grantee performs any action to improve, alter or relocate all or any portion of the

Detention/Retention Facilities pursuant to the engineering detention/retention plans. Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Detention/Retention Facilities within or in proximity of the Detention/Retention Facilities Easement, including, without limitation, keeping the Detention/Retention Facilities Easement open during such Detention/Retention Facilities construction, and keeping the Detention/Retention Facilities in good working conditions or repair, if necessary, during construction, and shall obtain all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the construction and installation of the Detention/Retention Facilities and the fountain to be placed in accordance with the engineering detention/retention plans. During such construction, excess sediment, if any, shall be removed and disposed of at an offsite approved disposal location when and if the elevation of sediment in the Detention/Retention Facilities Easement is equal to the sediment removal elevation shown and required on the engineering detention/retention plans. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete work under the engineering detention/retention plans attached to the PUD Development Agreement.

4.2 Completion of Construction of the Detention/Retention Facilities in Accordance with Engineering Detention/Retention Plans. From and after the completion by Grantee of all work required under the engineering detention/retention plans, the Detention/Retention Facilities shall be maintained, repaired, revised and corrected, if necessary, in accordance with the separate Reciprocal Easement Maintenance Agreement entered into between the Grantor and Grantee of even date herewith, as it may be modified in writing from time to time by the Parties, their successors and assigns.

5. **Duration.** The Detention/Retention Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Detention/Retention Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Detention/Retention Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Detention/Retention Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Detention/Retention Facilities Easement for the water detention/retention or surface drainage from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Detention/Retention Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Detention/Retention Facilities Easement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC
a Missouri limited liability company,

By: NATHANIEL HAGEDORN
Its: Manager

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By: Dane Slater
Its: Mayor

And By: Aileen Dickson
Its: City Clerk

STATE OF Missouri)
) SS
COUNTY OF Platte)

On this 5th day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Amy M. Smith
Print Name: Amy M. Smith
Notary Public, Clay County, Missouri
My Commission Expires: December 1, 2017
Acting in the County of Platte

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552904

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

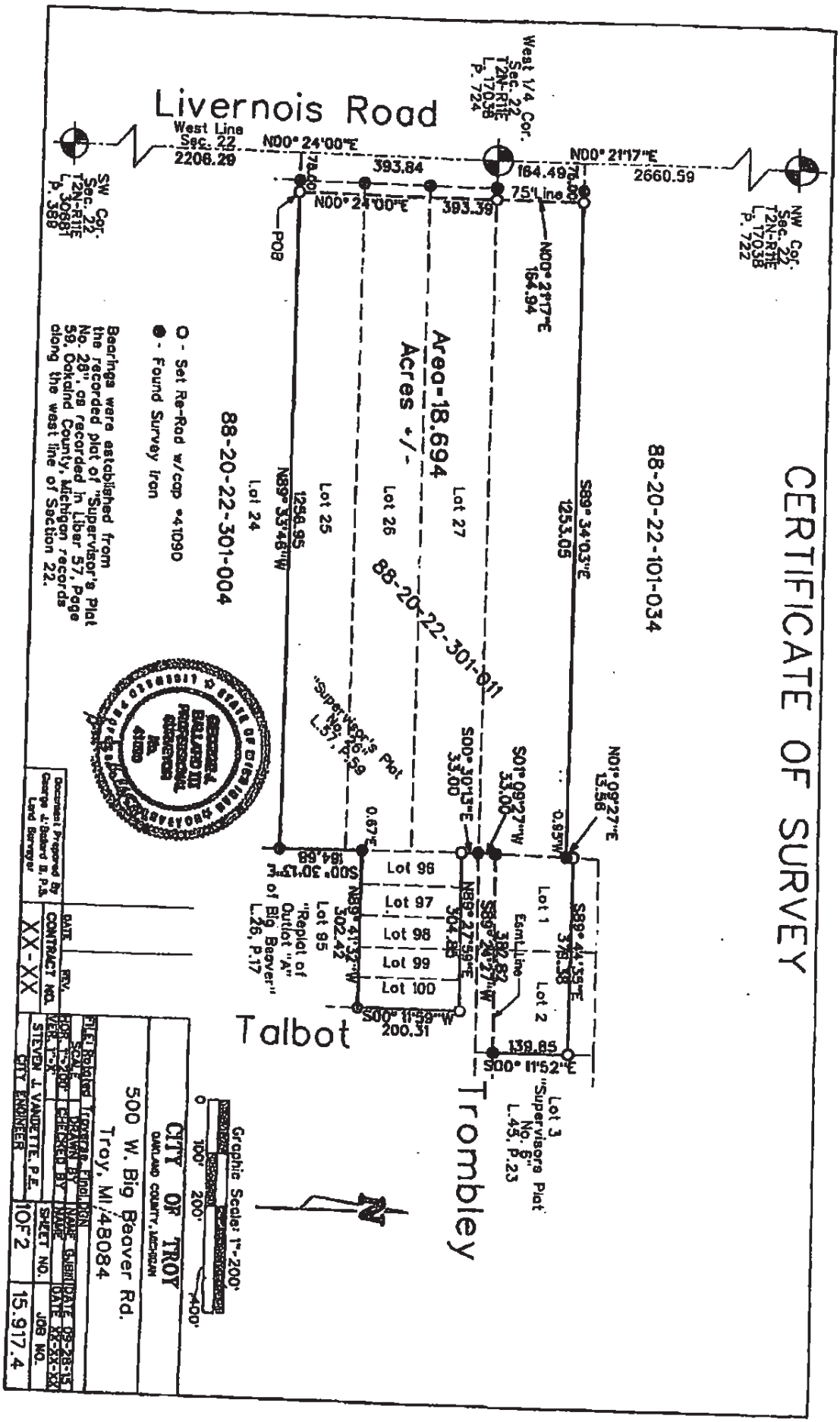
Cheryl A Stewart
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

LEGAL DESCRIPTION: GRANTOR PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
West Line Sec. 22 2206.29
N00° 24'00"E
393.84
393.39
164.49
N00° 21'17"E
2660.59
POB
N00° 21'17"E 164.94
75' Line
West 1/4 Cor. Sec. 22 T2N-R11E L. 17038 P. 724
NW Cor. Sec. 22 T2N-R11E L. 17038 P. 722
SW Cor. Sec. 22 T2N-R11E L. 30681 P. 389
88-20-22-101-034
Area-18.694 Acres +/-
88-20-22-301-011
88-20-22-301-004
Lot 24
Lot 25
Lot 26
Lot 27
1256.95
N89° 33'48"W
S89° 34'03"E
1253.05
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
Supervisor's Plat No. 28 L.57, P.59
S00° 30'13"E 33.00
S01° 09'27"W 33.00
N01° 09'27"E 13.56
0.67'E
0.65'W
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
Lot 1
Lot 2
Lot 3 "Supervisors Plat No. 6" L.43, P.23
Replat of Outlot "A" Big Beaver" L.26, P.17
N89° 41'32"W 302.42
N89° 27'59"E 304.84
S89° 24'27"W 382.82
S89° 44'35"E 378.38
S00° 11'58"W 200.31
S00° 11'52"E 139.85
EsmtLine
Talbot
Trombley
Graphic Scale: 1"=200'
0 100' 200' 400'
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
Document Prepared by George J. Ballard II, P.S. Land Surveyor
DATE
CONTRACT NO. XX-XX
REV.
FIELD BOOK
SCALE 1"=200'
DRAWN BY
CHECKED BY
STEVEN J. VANDETTE, P.E. CITY ENGINEER
SHEET NO. 1OF2
JOB NO. 15.917.4

LIBER 49373 PAGE 557

Description of Parcel:

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33.00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 96 through 100, inclusive, 304.85 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.90 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.60 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 184.88 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.85 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — 9-28-2015 Date

Witness Ties

SW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
S65° E, 50.36'-PK in SW Cor. of Pole Base
N88° E: 48.70'-PK in NW Cor. Light Pole Base
N65° W: 52.85'-PK in NE Cor. Pole Base
S75° W: 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N83° W, 55.97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.94'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 76.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41090

Graphic Scale: 1"=200'
0 100' 200' 400'

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084

FILE: Rotated Traverse_Final.DGN			
SCALE: HOR. 1"=200' VER. N/A	DRAWN BY:	NAME: GJB	DATE: 09-28-15
	CHECKED BY:	NAME:	DATE: XX-XX-XX
STEVEN J. VANDETTE, P.E. CITY ENGINEER		SHEET NO. 2OF2	JOB NO. 15.917.4

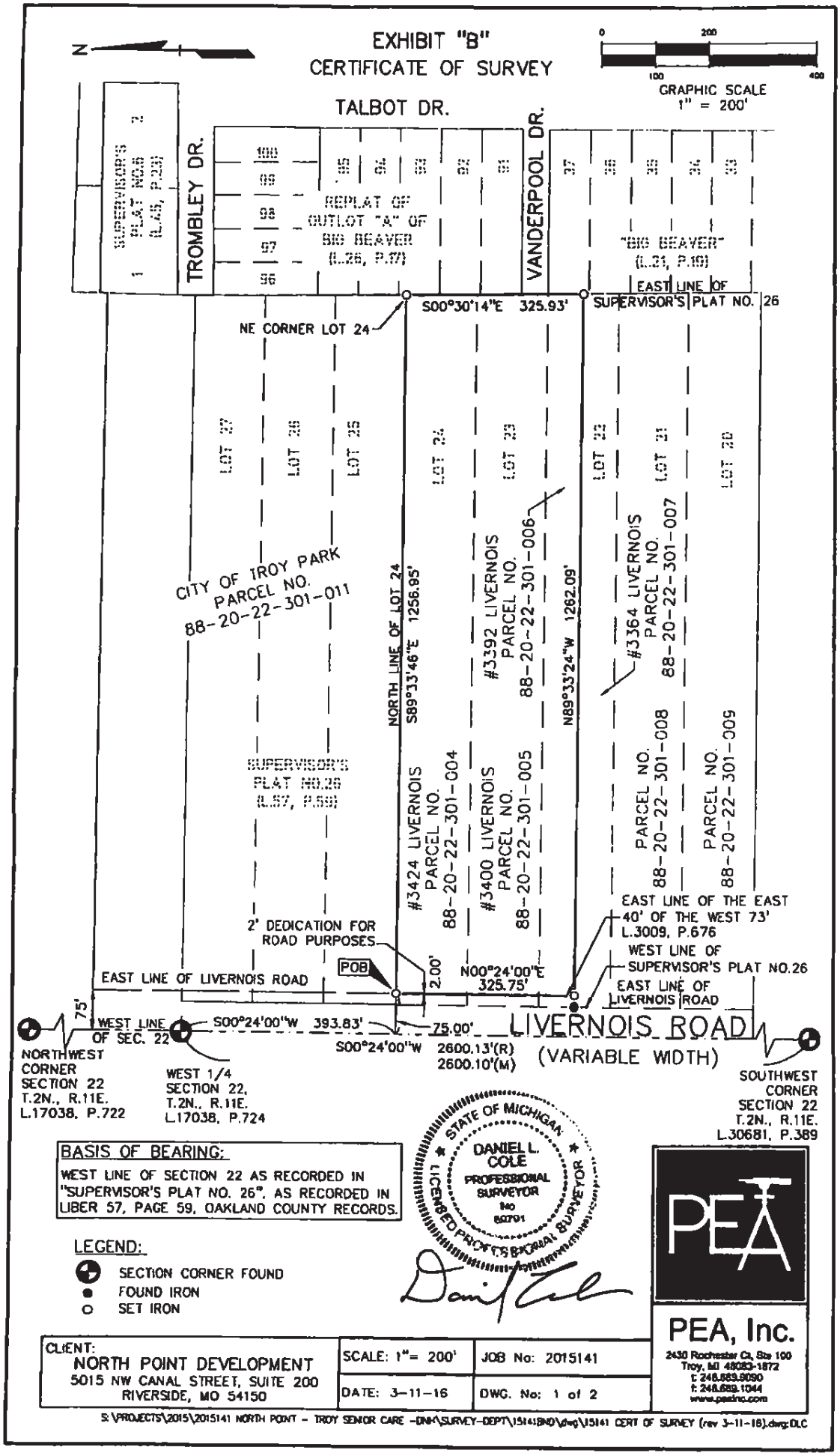
Document Prepared By George J. Ballard III, P.S. Land Surveyor

DATE	REV.
CONTRACT NO. N/A	

20-22-301-011

EXHIBIT "B"

LEGAL DESCRIPTION: GRANTEE PROPERTY



BASIS OF BEARING:

WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

LEGEND:

- SECTION CORNER FOUND
- FOUND IRON
- SET IRON

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO. 60791
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg:DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50.36' –	PK nail in Southwest face of pole base
N88°E	48.70' –	PK nail in Northwest face of light pole base
N65°W	52.85' –	PK nail in Northeast face of pole base
S75°W	52.35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W	55.97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91.36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107.94' –	PK nail w/ washer in Northwest face of power pole
EAST	75.00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76.33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79.73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77.67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88.62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No 60791
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE:

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT, 5015 NW CANAL STREET, SUITE 200, RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141	
	DATE: 3-11-16	DWG. No: 2 of 2	

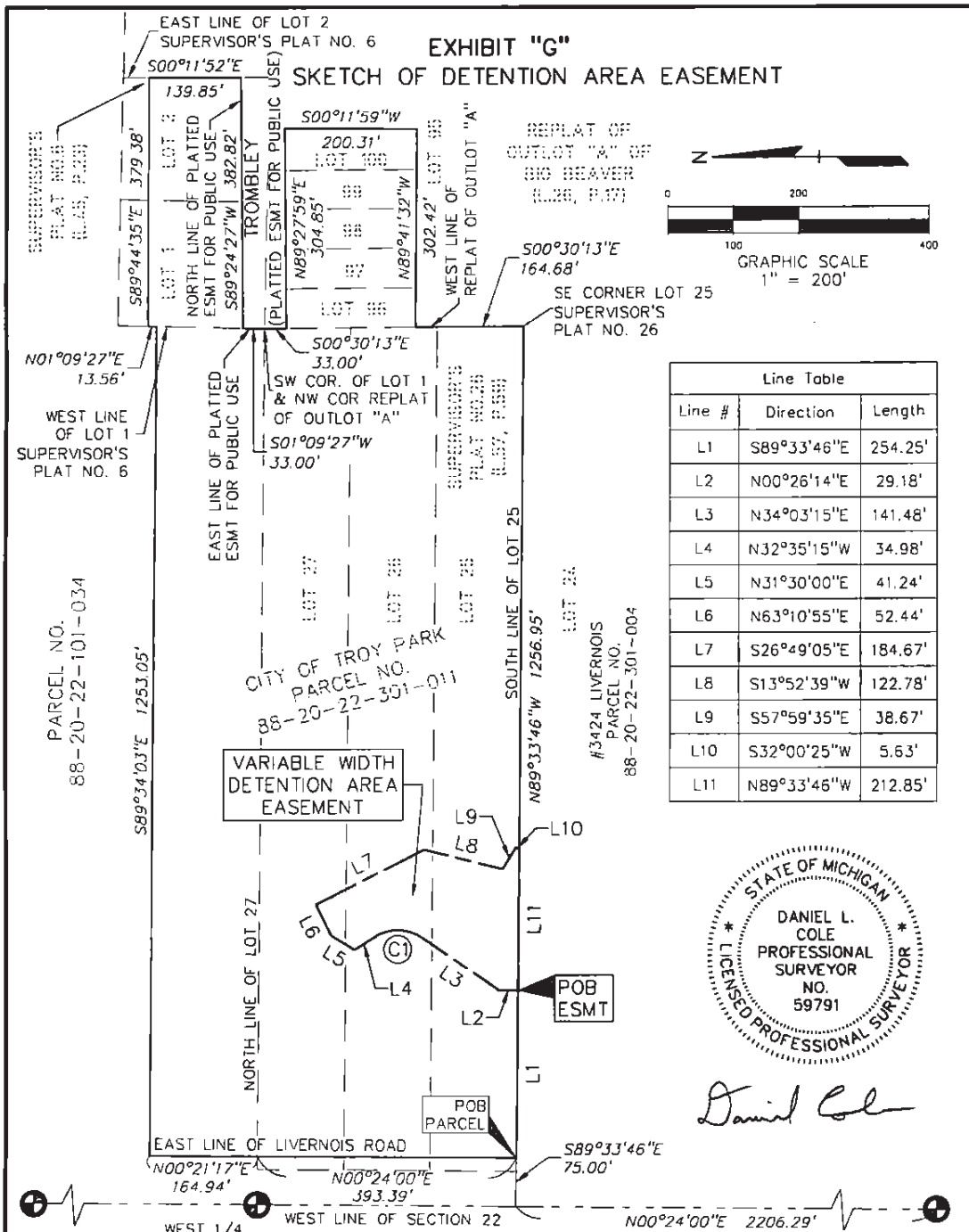
S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –DMI\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg;DLC

EXHIBIT "C"

LEGAL DESCRIPTION AND SURVEY OF AREA OF GRANTOR PROPERTY ON WHICH DETENTION/RETENTION FACILITIES EASEMENT IS LOCATED

EXHIBIT "G"

SKETCH OF DETENTION AREA EASEMENT



Line Table		
Line #	Direction	Length
L1	S89°33'46"E	254.25'
L2	N00°26'14"E	29.18'
L3	N34°03'15"E	141.48'
L4	N32°35'15"W	34.98'
L5	N31°30'00"E	41.24'
L6	N63°10'55"E	52.44'
L7	S26°49'05"E	184.67'
L8	S13°52'39"W	122.78'
L9	S57°59'35"E	38.67'
L10	S32°00'25"W	5.63'
L11	N89°33'46"W	212.85'

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO. 59791
LICENSED PROFESSIONAL SURVEYOR

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	77.47'	65.00'	68°17'10"	N00°09'55"E	72.96'

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:
NORTH POINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MO 54150

SCALE: 1"= 200' | JOB No: 2015141
DATE: 11-10-15 | DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT DETENTION rev 11-7-15 dwg; DLC

EXHIBIT "G"
LEGAL DESCRIPTIONS

Legal Description – Parcel:
(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measurec 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver", thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26", thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-011

Legal Description – Detention Area Easement:
(Per PEA, Inc.)

A variable width detention area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:
Commencing at the Southwest Corner of said Section 22;
thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;
thence S89°33'46"E, 75.00 feet to the intersection of the East line of Livernois Road and the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records;
thence along said South line, (L1) S89°33'46"E, 254.25 feet to the POINT OF BEGINNING;

thence along said easement the following fourteen (14) courses:
1) (L2) N00°26'14"E, 29.18 feet;
2) (L3) N34°03'15"E, 141.48 feet;
3) (C1) 77.47 feet along the arc of a curve to the left, having a radius of 65.00 feet, a central angle of 68°17'10", and a chord bearing N00°09'55"E, 72.96 feet;
4) (L4) N32°35'15"W, 34.98 feet;
5) (L5) N31°30'00"E, 41.24 feet;
6) (L6) N63°10'55"E, 52.44 feet;
7) (L7) S26°49'05"E, 184.67 feet;
8) (L8) S13°52'39"W, 122.78 feet;
9) (L9) S57°59'35"E, 38.67 feet;
10) (L10) S32°00'25"W, 5.63 feet to the aforementioned South line of Lot 25 and;
11) along said South line, (L11) N89°33'46"W, 212.85 feet to the POINT OF BEGINNING.

Containing ±38,540 square feet or ±0.88 acres of land.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT DETENTION rev 11-7-15.dwg;DLC

EXHIBIT "D"

THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS RELATING TO THIS DETENTION/RETENTION FACILITIES EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN

Exhibit E

Sign Easement

See attached.

LIBER 49373 PAGE 580
$55.00 MISC RECORDING
$4.00 REMONUMENTATION
05/17/2016 02:35:36 PM RECEIPT# 53928
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2016 MAY 17 PM 2:18

MONUMENT SIGN EASEMENT AGREEMENT

THIS MONUMENT SIGN EASEMENT AGREEMENT (the "Sign Easement") is made and entered into as of this 10th day of May, 2016, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate described on **Exhibit "A"** attached hereto and incorporated by reference (the "Grantor Property"); and

WHEREAS, Grantee desires to install and maintain a monument sign to be placed on a Sign Easement to be located on the Grantor Property which monument sign will identify the name, address and location of the Grantee senior living and memory care residences to be located on the Grantee Property. Both the Monument Sign and the Sign Easement are to be located on the Grantor Property; and

WHEREAS, the real property benefitted by the Sign Easement and the Monument Sign as hereafter more fully described, is the Grantee Property described on **Exhibit "B"** attached hereto ("Grantee Property"); and

WHEREAS, the Monument Sign and the Sign Easement will be located on that portion of the Grantor Property legally described and surveyed on **Exhibit "C"** attached hereto and

OK - LG

incorporated herein by this reference (the "Sign Easement"), which Sign Easement property is the servitude property under this Sign Easement..

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee's employees, agents, contractors, suppliers, successors and assigns, without payment of any fee or other charge being made therefor, the perpetual right and easement for installing, erecting, maintaining, replacing, repairing, removing, altering, and operating a Monument Sign, and any and all other necessary appurtenances respecting the Monument Sign now or hereafter located upon the Sign Easement, including a non-exclusive perpetual easement for public utility access, pedestrian, worker and vehicular access, equipment access, placement of construction materials and ingress and egress over, through and across the Sign Easement from public streets and over, through and across other easement access ways granted by Grantor to Grantee and providing for access to the Monument Sign and Sign Easement. The Monument Sign specifications, engineering, description and details are as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Monument Sign").

2. Grantor shall not create, suffer or permit at any time any obstruction to or interference with the access, ingress or egress over, across or upon the Sign Easement nor interfere with the use of the easement granted hereunder.

3. Grantee, at its sole expense, agrees to construct the Monument Sign as shown and described on the Sign Easement Property legally described and surveyed on **Exhibit "C"** attached hereto. Grantee shall, at its sole expense, be responsible to erect, install and place all stone, brick, steel, concrete, installation, structure materials, and covering and lettering on such Monument Sign. Grantee, at its sole expense, shall maintain the Monument Sign and the Sign Easement at all times in first class condition and repair.

4. Grantee shall, at its expense, continuously maintain a broad-form policy or policies of comprehensive public liability insurance providing coverage against claims and liability on account of bodily injury, death and property damage incurred upon or about the Sign Easement. Such insurance shall have a combined single limit of not less than $1,000.000.00 per occurrence, shall designate Grantor as an additional insured, and shall be carried in a company licensed in the State of Michigan. Upon request, Grantee will provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section.

5. The rights, easements and covenants provided in this Sign Easement shall constitute a servitude on the Sign Easement Property, and shall run with the land. The provisions of this Sign Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns, and this Sign Easement shall be construed as a perpetual easement, provided that both the Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement entered into between the parties on November 23, 2015, and not as a license or a lease. This Sign Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Monument Sign Easement Agreement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC, a Missouri limited liability company,

By: NATHANIEL HAGEDORN
Its: Manager

"GRANTOR":

THE CITY OF TROY, a Michigan municipal corporation

By: Dane Slater
Dane Slater
Its: Mayor

And By: M Aileen Dickson
Aileen Dickson
Its: City Clerk

STATE OF Missouri)
) SS
COUNTY OF Platte)

On this 5th day of May, 2016, before me appeared Nathaniel Hagedorn, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Amy M. Smith
Print Name: Amy M. Smith
Notary Public, Clay County, Missouri
My Commission Expires: December 1, 2017
Acting in the County of Platte

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552904

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 10th day of May, 2016, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

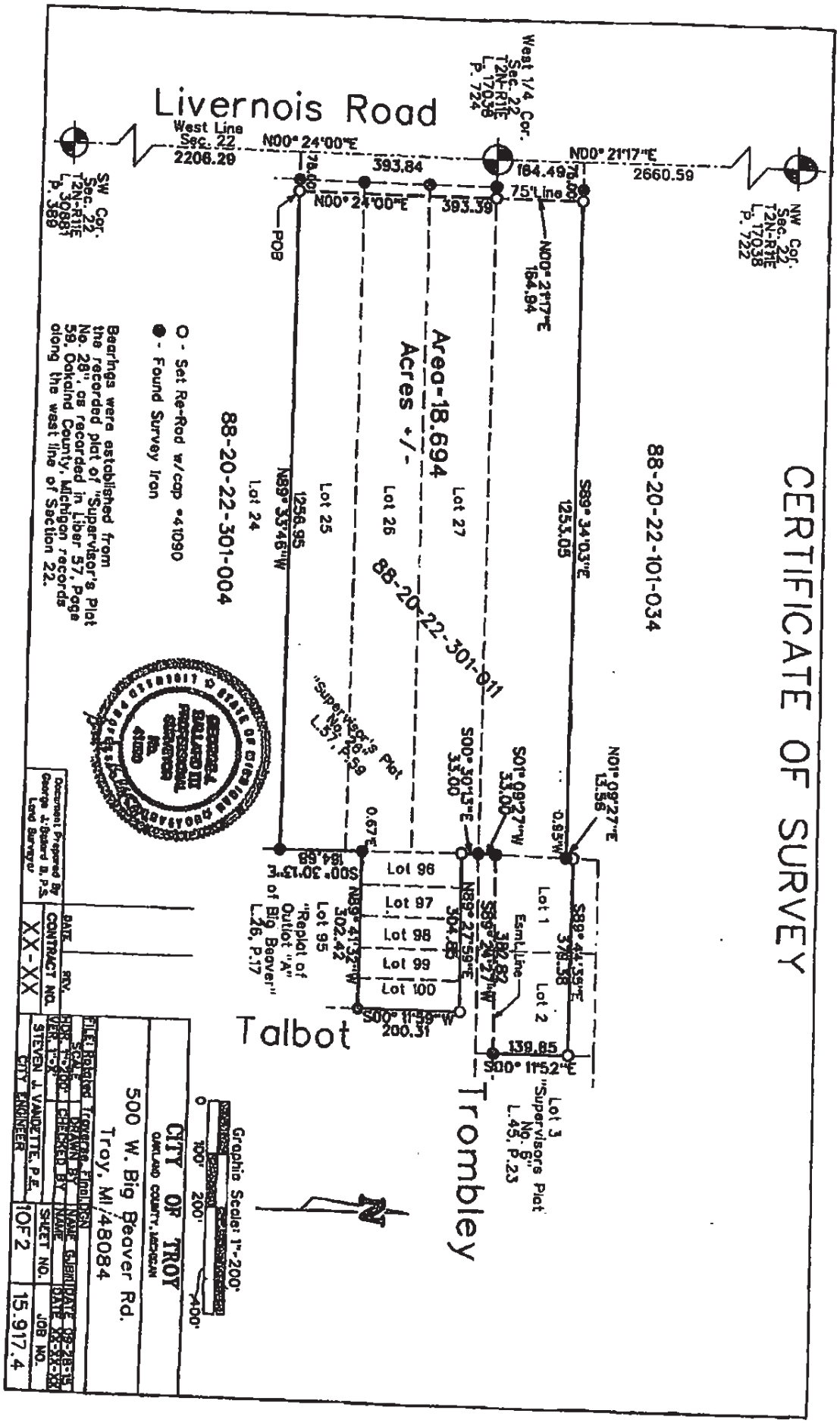
Cheryl A Stewart
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
West Line Sec. 22 2206.29
N00° 24'00"E
393.84
393.39
164.49
75' Line
N00° 21'17"E
2660.59
NW Cor. Sec. 22 T2N-R11E L. P. 17038 P. 722
West 1/4 Cor. Sec. 22 T2N-R11E L. P. 17038 P. 724
SW Cor. Sec. 22 T2N-R11E L. P. 30881 P. 389
POB
N00° 21'17"E 164.94
88-20-22-101-034
Area-18.694 Acres +/-
88-20-22-301-011
88-20-22-301-004
Lot 24
Lot 25
Lot 26
Lot 27
N89° 33'46"W 1256.95
S89° 34'03"E 1253.05
S00° 30'13"E 33.00
S01° 08'27"W 33.00
N01° 08'27"E 13.56
0.67'E
0.65'W
S00° 30'13"E 184.68
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
N89° 41'32"W 302.42
N89° 27'59"E 304.85
S89° 24'27"W 382.82
S88° 44'55"E 378.58
Lot 1
Lot 2
Lot 3 "Supervisors Plat No. 6" L.45, P.23
East Line
139.85
S00° 11'52"E
S00° 11'59"W 200.31
"Supervisor's Plat No. 1" L.1, P.99
"Replat of Outlot "A" Big Beaver" L.26, P.17
Talbot
Trombley
Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
GEORGE J. BALLARD III PROFESSIONAL SURVEYOR 41090
STATE OF MICHIGAN
Document Prepared By George J. Ballard III, P.S. Land Surveyor
DATE
REV.
CONTRACT NO.
XX-XX
FILE: Project Template.dwg
SCALE: 1"=200'
DRAWN BY
CHECKED BY
NAME
DATE
STEVEN J. VANDETTE, P.E.
CITY ENGINEER
SHEET NO.
1 OF 2
JOB NO.
15.917.4
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
Graphic Scale: 1"=200'
0
100'
200'
400'

LIBER 49373 PAGE 588

Description of Parcel:

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 46, Page 23 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 28, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.85 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.82 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 18 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33.00 feet to the northwest corner of said Lot 96; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 96 through 100, inclusive, 304.86 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.80 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 96 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.68 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — 9-28-2015 Date

Witness Ties

SW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
S65° E, 50.36'-PK in SW Cor. of Pole Base
N88° E: 48.70'-PK in NW Cor. Light Pole Base
N65° W: 52.85'-PK in NE Cor. Pole Base
S75° W: 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N83° W, 55.97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.94'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41090

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 78.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41090

Graphic Scale: 1"=200'
0 100' 200' 400'

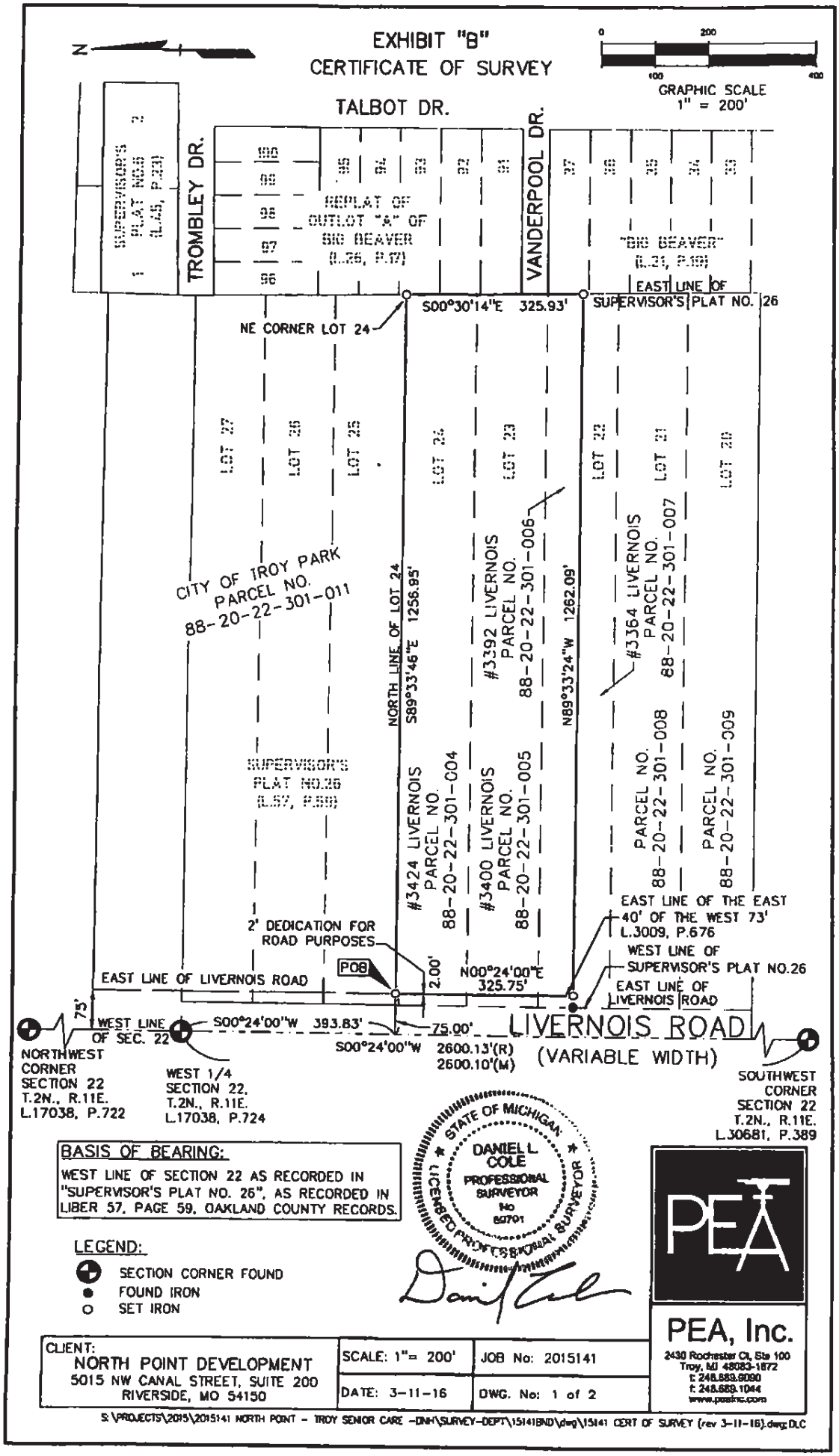
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084

Document Prepared By George J. Ballard II, P.S. Land Surveyor	DATE REV.	CONTRACT NO. N/A	FILE: Rotated Traverse_Final.DGN		
			SCALE: HOR. 1"=200' VER. 1"=X	DRAWN BY: CHECKED BY:	NAME: GJB DATE: 09-28-15
			STEVEN J. VANDETTE, P.E. CITY ENGINEER	NAME:	DATE: XX-XX-XX
				SHEET NO. 2OF2	JOB NO. 15.917.4

20-22-301-011

EXHIBIT "B"

GRANTEE PROPERTY



BASIS OF BEARING:

WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

LEGEND:

- SECTION CORNER FOUND
- FOUND IRON
- SET IRON

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO 60701
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50.36' –	PK nail in Southwest face of pole base
N88°E	48.70' –	PK nail in Northwest face of light pole base
N65°W	52.85' –	PK nail in Northeast face of pole base
S75°W	52.35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W	55.97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91.36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107.94' –	PK nail w/ washer in Northwest face of power pole
EAST	75.00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76.33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79.73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77.67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88.62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No 60791
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE:

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:	SCALE: –	JOB No: 2015141
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	DATE: 3-11-16	DWG. No: 2 of 2

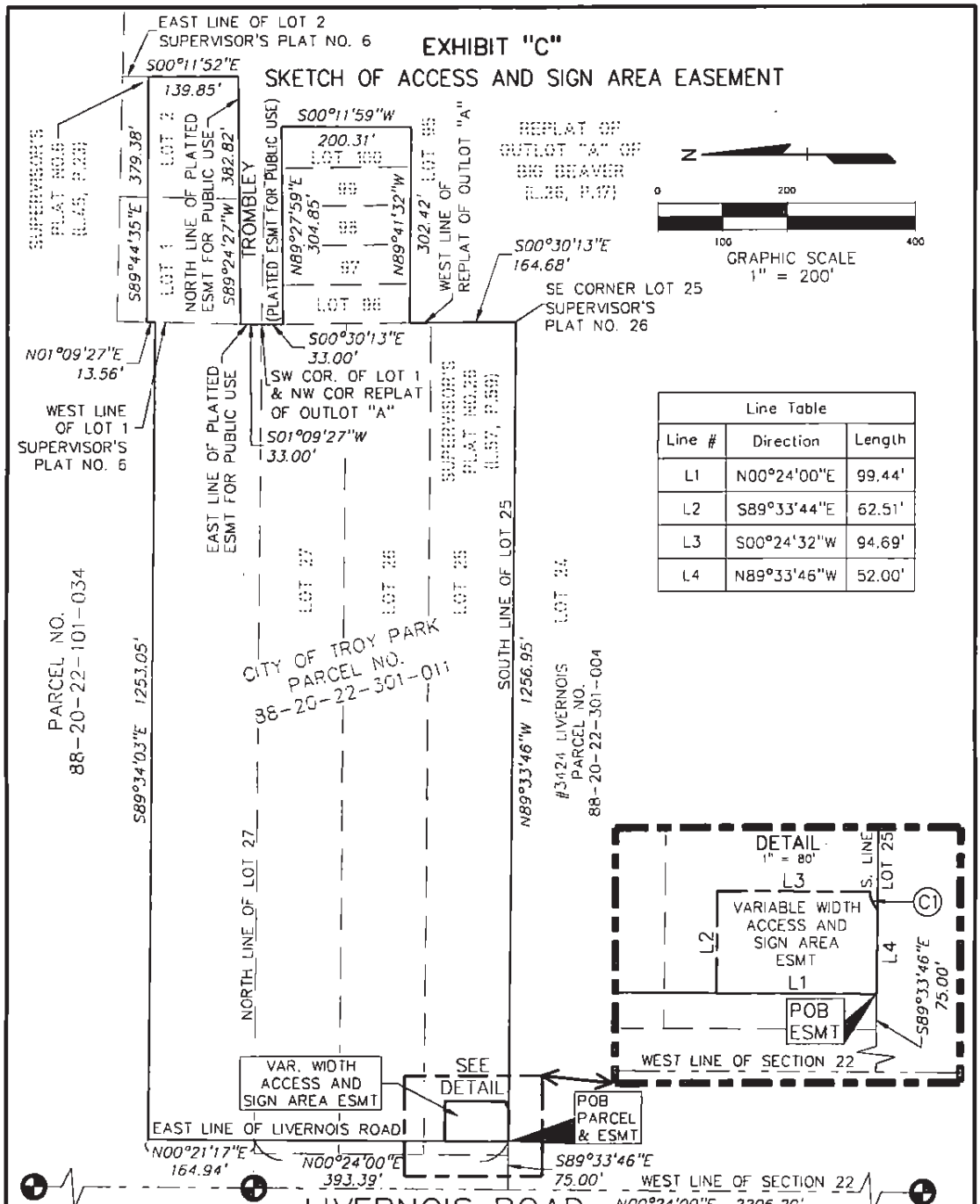
S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg; DLC

EXHIBIT "C"

SIGN EASEMENT PROPERTY DESCRIPTION AND SURVEY

EXHIBIT "C"

SKETCH OF ACCESS AND SIGN AREA EASEMENT



Line Table		
Line #	Direction	Length
L1	N00°24'00"E	99.44'
L2	S89°33'44"E	62.51'
L3	S00°24'32"W	94.69'
L4	N89°33'46"W	52.00'

Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	11.84'	14.50'	46°47'28"	S66°06'05"W	11.52'

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
NO. 59791
LICENSED PROFESSIONAL SURVEYOR

Daniel Cole

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT ACCESS rev 11-7-15.dwg;dlc

EXHIBIT "C"
LEGAL DESCRIPTIONS

Legal Description – Parcel:
(Per Certificate of Survey prepared by George J. Ballard III, PS #41090, dated 9/28/15)

Lots 25 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 25 of Oakland County, Michigan records and Lots 96 through 100, inclusive, of "Replat of Outlot "A" of Big Beaver", as recorded in Liber 26, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence N00°24'00"E, along the West line of said Section 22, 2206.29 feet and S89°33'46"E 75.00 feet to the POINT OF BEGINNING being on the East line of Livernois Road and the South line of said Lot 25; thence N00°24'00"E, along said East line, 393.39 feet to the North line of said Lot 27; thence continuing along said East line, N00°21'17"E 164.94 feet; thence S89°34'03"E 1253.05 feet to the West line of said Lot 1 of said "Supervisors Plat No. 6"; thence N01°09'27"E (recorded as N01°35'00"E), along said West line, 13.56 feet; thence S89°44'35"E, 376.38 feet (measured 379.38 feet) to the East line of Lot 2 of said "Supervisors Plat No. 6"; thence S00°11'52"E, along said East line, 139.85 feet to the North line of a platted easement for public use; thence S89°24'27"W, along said North line of easement, 382.82 feet to the West line of said Lot 1; thence S01°09'27"W (recorded as S01°35'00"W), along said West line, 33.00 feet to the Southwest corner of said Lot 1 and the Northwest corner of said "Replat of Outlot "A" of Big Beaver", thence S00°30'13"E (recorded as S00°15'00"W), along the West line of said "Replat of Outlot "A" of Big Beaver", 33.00 feet to the Northwest corner of said Lot 96; thence N89°27'59"E (recorded as S89°20'00"E, 304.90 feet), along the North line of said Lots 96 through 100, inclusive, 304.85 feet to the Northeast corner of Lot 100; thence S00°11'59"W, 200.31 feet (recorded as 199.60 feet) to the Southeast corner of Lot 100; thence N89°41'32"W, along the south line of said Lots 100 through 96, inclusive, 302.42 feet (recorded as 302.50 feet) to the Southwest corner of said Lot 96 and the East line of said "Supervisor's Plat No. 26", thence S00°30'13"E (recorded as S00°30'00"E), along the said East line, 164.68 feet to the Southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence N89°33'46"W, along the South line of said Lot 25, 1256.95 feet to the East line of Livernois Road and the POINT OF BEGINNING. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

20-22-301-014

Legal Description – Variable Width Access and Sign Area Easement:
(Per PEA, Inc.)

A variable width access and sign area easement over the above described parcel, being part of the West 1/2 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:
Commencing at the Southwest Corner of said Section 22;
thence along the West line of said Section 22, N00°24'00"E, 2206.29 feet;
thence S89°33'46"E 75.00 feet to the intersection of the East line of Livernois Road and, the South line of Lot 25 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records and the POINT OF BEGINNING;
thence along said easement the following five (5) courses:
1) along said East line, (L1) N00°24'00"E, 99.44 feet;
2) (L2) S89°33'44"E, 62.51 feet;
3) (L3) S00°24'32"W, 94.69 feet;
4) (C1) 11.84 feet along the arc of a non-tangent curve to the left, having a radius of 14.50 feet, a central angle of 46°47'28", and a chord bearing S66°06'05"W, 11.52 feet to the aforementioned South line of Lot 25 and;
5) along said South line, (L4) N89°33'46"W, 52.00 feet to the aforementioned East line of Livernois Road and the POINT OF BEGINNING.

Containing ±6,181 square feet of land.

PEA, Inc.
2430 Rochester Ct. Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: –	JOB No: 2015141
	DATE: 11-10-15	DWG. No: 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141ESMT ACCESS rev 11-7-15.dwg;dfc

EXHIBIT "D"

MONUMENT SIGN SPECIFICATIONS, ENGINEERING PLANS AND DETAILS

Exhibit F

REMA

See attached.

0103441

LIBER 49414 PAGE 615
$76.00 MISC RECORDING
$4.00 REMONUMENTATION
05/27/2016 01:58:36 PM RECEIPT# 58864
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

OAKLAND COUNTY
REGISTER OF DEEDS

2016 MAY 27 PM 1:57

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "REMA") is made and entered into as of this 23rd day May of, 2016, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("City of Troy) and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer").

RECITALS:

A. City of Troy is the owner of the real property legally described in **Exhibit "A"** attached hereto ("City Property"). Developer is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Developer Property"), which Developer Property is adjacent to the City Property.

B. The City Property and Developer Property is presently unimproved property, but it is currently intended by the Parties that a portion of the Developer Property will be developed as senior living and memory care residences complex with related parking areas, entrance way, driveways, landscaping, detention/retention pond, lights, utilities, signage and other improvements to be constructed on the Developer Property and/or on the City Property.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Developer Property, the City and Developer intend to jointly cooperate, plan, participate in and share certain improvements, and the ongoing maintenance,

OK - LG

upkeep, replacement and repair thereof, including certain perpetual easements to be located on the City Property as part of a City Park to be developed on the City Property in ac ordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the City Property and Developer Property, the City of Troy has agreed to grant and share with the Developer certain perpetual easements across the City Property, including the following described specific perpetual easements (the "Perpetual Easements"):

1. Parking Facilities Easement dated of even date herewith;
2. Entrance Drive and Cross-Access Driveway Easement dated of even date herewith;
3. Monument Sign Easement dated of even date herewith;
4. Detention/Retention Facilities Easement dated of even date herewith.

These Perpetual Easements will be constructed and installed on the City Property at Developer's cost for construction and installation of the referenced easement improvements in the areas depicted in the above referenced Perpetual Easements and pursuant to detailed engineering plans and drawings described in a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement"), to which this REMA is attached and made a part thereof. In addition thereto, the Developer has agreed, in accordance with the PUD Development Agreement, to place certain landscaping, public sidewalks, asphalt pathways, electric lighting, a fountain, underground utilities and other improvements on the City Property both within and outside of the Perpetual Easements and to install, construct and erect significant facilities and improvements on the Developer Property.

E. In addition thereto, the City of Troy has the express right, but not the obligation, to construct and install on the City Property, both within and outside of the Perpetual Easements areas, at the sole cost of the City of Troy, such other improvements and betterments as the City of Troy may determine from time to time in its sole discretion.

F. This REMA is intended to set forth the terms, conditions and agreements between the City of Troy and the Developer with respect to the respective maintenance, upkeep, repair and replacement obligations of the City of Troy and the Developer, both within (a) the Perpetual Easements, and (b) as to other improvements and betterments which the Developer has agreed and is required to erect and install on the City Property pursuant to the PUD Development Agreement; and (c) as to improvements and betterments which the City of Troy may in the future elect to construct or install at its own cost and/or with funds granted by the Developer to the City of Troyforthe City of Troy's sole use in constructing and installing other improvements on the City of Troy City Park Property from time to time; and (d) facilities, utilities and other improvements which the Developer is required to construct, erect and install on the Developer's Property pursuant to the PUD Development Agreement.

NOW, THEREFORE, for value received, and in consideration of One ($1.00) Dollar, the receipt of which is hereby acknowledged, the City of Troy andthe Developer do hereby agree that the separate responsibility of each of them with respect to the maintenance, upkeep, repair and replacement and payment of the cost thereof relating to the following: (a)improvements and betterments within the Perpetual Easements and improvements on the City Property; (b)other improvements to be made by the Developer to other parts of the City of Troy City Park Property; (c) other improvements which the City of Troy erects or installs from time to time to other parts of the City Property as part of its development of the City Park Property; and (d) the responsibility of the Developer, only, as to any improvements installed or placed on the

Developer Property pursuant to the PUD Development Agreement are hereafter set forth as follows:

1. Attachment "1" to the REMA, which is attached hereto and made a part hereof, contains a detailed outline of maintenance, upkeep, repair and replacement responsibilities of the City of Troy and the Developer on the Grantor Property (including the Perpetual Easements and other areas of the City Property) and by the Developer on the Developer Property.

2. The full approved engineering drawings and other specific details of the construction of the improvements and betterments to be made by the Developer within the Perpetual Easements; to be made by the Developer on other areas of the City Property; and the improvements, facilities and betterments to be placed by the Developer on the Developer Property, are described in the PUD Development Agreement incorporated herein by reference. The respective responsibilities of the City of Troy and the Developer are detailed in Attachment 1. The responsibility for maintenance, upkeep, repair and replacement of improvements and betterments which the City of Troy hereafter elects to make to the City Park Property are totally the ongoing responsibility of the City of Troy.

3. This Paragraph sets forth a more detailed narrative explanation of the installation and construction of improvements being made, maintenance, upkeep, repair and replacement by the City of Troy and the Developer on the City Property. In the event of any conflict between Attachment 1 and this Paragraph 3, this Paragraph 3 shall control:

(a) **Sidewalks, pathways, drives and parking lot:**

The City of Troy will be responsible for maintenance, upkeep, repair and replacement of all pathways andasphalt or concrete sidewalks on the City of Troy Property. The Developer will be responsible for maintenance, upkeep, repair and replacement of all drives and parking areas on the City of Troy Property and will be responsible for snow removal on all concrete sidewalks, parking and drive areas and for repair of any sidewalks, parking areas and drive areas that are damaged as a result of the snow removal. The City of Troy will allow the Developer to designate certain areas of the parking lot or City of Troy Property for piling of snow. The City of Troy shall include the shared parking lot and drive lanes in its regular street sweeping schedule.

(b) **Landscaping and lawn maintenance:**

The City of Troy shall be responsible for all landscaping and plant maintenance on the City of Troy Property except for any planting beds surrounding the Developer Monument Sign Easement on the City of Troy Property. The Developer will extend the irrigation system to the landscaping areas within the Entrance Drive and Cross Access Driveway Easement and will be responsible for all costs associated with the irrigation system repair and upkeep in that area.

(c) **Fountain/Water feature:**

The Fountain/Water Feature fountain within the Detention/Retention Facilities Easement will include a single floating fountain with a decorative spray pattern with a height no less than 8' and an appropriately sized pump to accommodate flow to provide adequate aeration to the detention/retention pond. The Developer will provide and install the fountain feature. The power circuiting for the water feature will be fed from a panel located within the Developer Property facility, and will be run on a continuous basis. Fountain will be removed and stored by Developer during the winter months where freezing temperatures do not allow for the operation of pump. TheDeveloper will be responsible for all maintenance, upkeep, repair and replacement of this Fountain/Water Feature.

(d) **Site Lighting:**

The Developer will install site lighting over the parking and drive cross-access lane areas on the City of Troy Property and shall pay for the ongoing utility cost, repair, maintenance, upkeep or replacement of the lighting improvements. The circuiting for the lighting will be fed from lighting circuits located on a panel within the Developer facility. Lighting will be controlled by a photocell controller.

(e) **Other Park Amenities/Underground improvements:**

The Developer will provide underground infrastructure for water, sewer, and electric utilities to one designated location on the City of Troy Property for future improvements to be made by the City of Troy. The Developer will have no ongoing maintenance, upkeep, repair or replacement obligations for any improvements constructed or installed by theCity of Troy, including improvements installed with funds from the $50,000 grant provided by the Developer. Upon connection to the water and sewer improvements for public use, the City of Troy will assume all maintenance, upkeep, repair and replacement responsibility of those lines. Electric Utility Infrastructure will include 1 pathway installed per DTE Energy Standards for small service buried primary power conduit.

(f) **Storm Water Improvements:**

The Developer will maintain all underground structures and underground pipes, to ensure proper functionality and flow of water. The Developer will keep the pipes, structures, and area in the immediate vicinity of all inlet and outlet structures reasonably clear of all silt and debris to allow for sufficient drainage of the stormwater facilities.

The City of Troy will perform all landscaping, planting, and general clean up maintenance of the detention/retentionfacilities within the Perpetual Easements on the City of Troy Property.

4. The City of Troy and the Developer do hereby agree to use their reasonable best efforts at all times to perform their duties and obligations under this REMA to high quality standard of care in a diligent manner. Both Parties acknowledge and recognize that the timing of

the performance of their respective duties and obligations under this REMA will depend upon weather conditions, planting seasons and the availability of materials to perform their duties and obligations under this REMA.

5. The City of Troy Property shall be maintained in a manner consistent with the condition of the Property upon completion of the improvements. All lawns shall be mowed regularly, plantings shall be maintained appropriately, and grounds are to be kept in a clean and presentable manner to ensure public safety. If either Party believes that the other is failing to meet its duties and obligations hereunder in a timely and appropriate manner, it will notify the other Party in writing, identifying therein the details of its objection to the performance by the other Party. The written notice shall be given in accordance with the Notice provisions of Paragraph 10 of this REMA.

The Party receiving the written notice shall have fifteen (15) days to (a) cure such duty or obligation; (b) explain in writing why it cannot be done in fifteen (15) days and indicate in writing the projected time period to complete the duty or obligation; or (c) explain in writing to the other Party why it does not believe it is in violation of its duties and obligations under this REMA. In the event the parties have any disagreement as to whether they are meeting their duties or obligations under this REMA, they agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute within thirty-five (35) days of the original notice to cure, they may submit the matter or matters in dispute to final and binding arbitration before a single arbitrator at the nearest local office of the American Arbitration Association ("AAA") in accordance with AAA rules of commercial arbitration. In that event, the costs of the arbitration will be equally shared by both Parties, but if the matter must be decided by a written decision of the selected arbitrator,

as opposed to a settlement resolution, the arbitrator may award arbitration costs and reasonable attorney fees to the prevailing party as determined by the arbitrator in his/her sole discretion. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

If the duty or obligation referenced in the written notice is deemed by the complaining Party providing such written notice to be an emergency, the Party shall explain the detailed nature of the emergency in such written notice to the Party alleged to be in violation. In that event, if the emergency matter is not resolved within two (2) business days after the notice to correct is sent, the complaining Party providing such written notice may elect to correct the alleged emergency duty or obligation and submit a detailed invoice for its costs of correction to the Party alleged to be in violation of its duty or obligation.

If the Party claimed to owe the cost of correction fails or refuses to pay such sums, either Party may submit a claim for the invoice amount to binding and final arbitration in the same manner as specified above in this Paragraph 5. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

6. This REMA can be amended or modified in writing at any time by written agreement of the Parties hereto, their respective successors or assigns.

7. This REMA shall continue in full force and effect as long as the PUD Development Agreement is in force and effect, except as it may be modified or amended in accordance with Paragraph 6 above.

8. In the event the Developer or its successors and/or assigns discontinues the use of the Developer Property for the purposes contemplated in the PUD Development Agreement and/or the maintenance obligations of the Developer as set forth in this REMA are discontinued for any reason, the City of Troy may notify Developer, its successors or assigns, setting forth the reason or reasons for the City of Troy claimed discontinuance by the Developer of its obligations under this Paragraph, which prior written notice shall be given in accordance with the Notice provision in Paragraph 10 of this REMA, that the City intends to assume such obligations and assess the costs incurred by the City of Troy in doing so as a lien on the Developer Property to be collected in the same manner as provided by law for the collection of real property taxes. If Developer, its successors or assigns, believes in good faith that it has not discontinued its obligations under this Paragraph 8, it shall have fifteen (15) days to (a) cure such discontinued obligation; or (b) explain in writing to the City of Troy why it cannot correct the discontinued obligation in fifteen (15) days and indicate in writing the projected time period to complete the correction of the discontinued obligation; or (c) explain in writing to the City of Troy why it does not believe it is in violation of its duties and obligations under this Paragraph 8 of the REMA. In the event the Parties continue to have any disagreement as to whether Developer has discontinued its duties or obligations under this REMA, the Parties agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute by written agreement within thirty-five (35) days of the original Notice from the City of Troy, the City of Troy may then exercise all of its rights under this Paragraph 8 including the assumption of maintenance obligations and the imposition of a lien to cover the costs in doing so.

9. The Developer, its successors and assigns, shall indemnify and hold harmless the City of Troy, from and against any and all claims for injuries and/or damages, excluding

therefrom claimed loss of profits, arising out of the Developer's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the City of Troy, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City of Troy from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the City of Troy under this REMA.

Likewise, the City of Troy, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City of Troy's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City of Troy required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the Developer under this REMA.

10. All notices, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, addressed to the City of Troy and the Developer at their respective addresses set forth on the first page of this REMA, or at such other address as any Party may designate by notice delivered in accordance with this Paragraph. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, FedEx, or similar overnight courier which delivers only upon signed receipt of the addressee.

All provisions of this REMA shall be covenants running with the land pursuant to applicable Laws. All exhibits referred to herein and attached hereto are incorporated herein by this reference. Any paragraph headings and captions in this REMA are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so

requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof", "herein", "hereunder" and similar terms shall be deemed to refer to this REMA. The terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

This REMA shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written

"Developer"

NP TROY, LLC
a Missouri limited liability company

By: _____
Name: Nathaniel Hagedorn
Its: Manager

Dated: 5-18-16

STATE OF ~~MICHIGAN~~ Missouri)
) SS
COUNTY OF ~~OAKLAND~~ Platte)

The foregoing instrument was acknowledged before me this 18th day of May, ~~2015~~ 2016, by Nathaniel Hagedorn, the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

_____
Print Name: Amy M. Smith
Notary Public, ~~Oakland County, Michigan~~ Clay County, Missouri
My Commission Expires: December 1, 2017

Acting in the County of ~~Oakland~~ Platte

AMY M. SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: December 1, 2017
Commission # 13552904

IN WITNESS WHEREOF, the City of Troy has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written.

"City of Troy"

CITY OF TROY, a Michigan Municipal Corporation

By: _____
Name: Dane Slater
Its: Mayor

Dated: May 23, 2016

By: _____
Name: Aileen Dickson
Its: City Clerk

Dated: May 23, 2016

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of May, 2016, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

CHERYL A STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County

_____
Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan

My Commission Expires: May 3, 2019
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

ATTACHMENT 1 to REMA

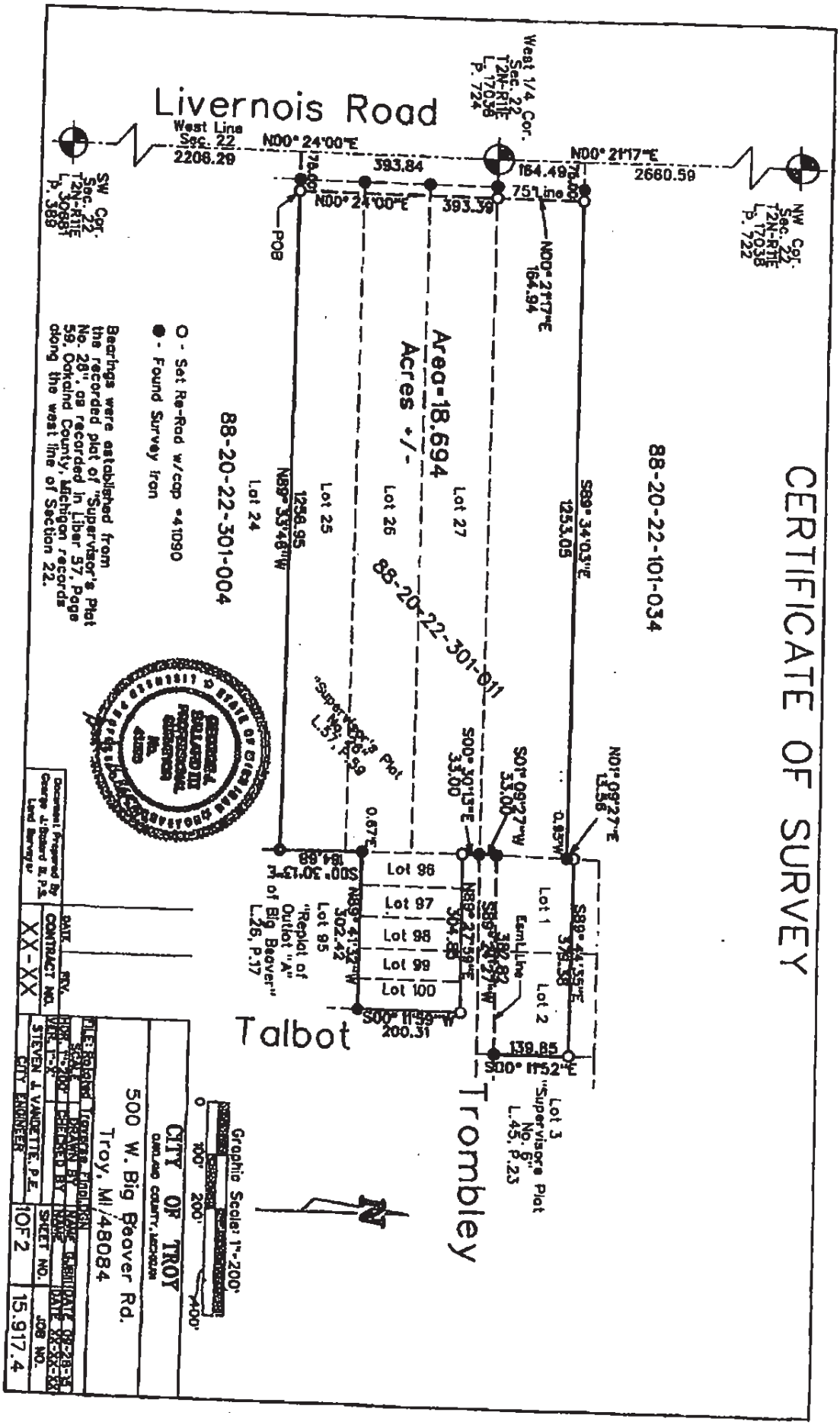
DETAILED OUTLINE OF MAINTENANCE, UPKEEP, REPAIR AND REPLACEMENT RESPONSIBILITIES OF GRANTOR (CITY OF TROY) AND GRANTEE (DEVELOPER) ON GRANTOR PROPERTY (INCLUDING THE PERPETUAL EASEMENTS AND OTHER AREAS OF THE CITY PARK PROPERTY) AND BY GRANTEE (DEVELOPER) ON THE GRANTEE PROPERTY

ITEM	GRANTOR/CITY OF TROY RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR	GRANTEE/DEVELOPER RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR
GRANTOR/CITY PARK PROPERTY PERPETUAL EASEMENT AND OTHER LOCATIONS		
Concrete Sidewalks – Snow Removal (Including along Livernois Road and connecting sidewalks from parking lot to Developer assisted living facility, but *excluding* asphalt or concrete pathways)		X
Concrete Sidewalks – Slab Replacement/Repairs	X	
Asphalt Pathways – Snow Removal	X	
Asphalt Pathways – Surface Repairs	X	
Parking Lot/Entry Drive Easement – Repair and Resurfacing/Restriping		X

Parking Lot/Entry Drive Easement Sweeping	X	
Parking Lot/Entry Drive Easement – Snow Removal		X
Parking Lot Easement Lighting – Electricity Cost		X
Parking Lot Easement Lighting - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary		X
City Park Lighting (Non Parking Lot Easement) – Electricity Cost	X	
City Park Lighting (Non Parking Lot Easement) - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary	X	
Storm Water Detention/Retention Easement (Including Bio Swales) – Grass cutting, weed removal, bank stabilization, general cleanup, dredging and repair	X	
Storm Water Detention/Retention Easement - Keep pipes and drains reasonably clear of debris		X
Fountain – Mechanical Maintenance, Repair and Replacement and Storage		X
City Park Amenities (All Buildings, Structures, Fences/Gates) – Maintenance, Repair and Replacement	X	
City Park Amenities – Electricity Cost	X	
City Park Trash Pickup/Dog Waste Pick-up and Bag Replacement	X	
Ancillary City Park Amenities (including but not limited to Benches, Trash Cans, Bicycle Racks) – Maintenance, Repair and Replacement	X	

Turf Grass – Grass Cutting, Sod Replacement, Weed Maintenance, Repairs and Replacement on City of Troy Property	X	
City Park Landscaping (All non-turf grass Plant Materials including trees, shrubs, flowers) – Pruning, Watering, Replacement	X	
Assisted Living Facility Ground Sign Easement – Maintenance/Repair/Replacement		X
Signage for City Park, Wayfinding Signage, Traffic Signage – Maintenance/Repair/Replacement	X	
Underground Utilities included in the PUD Improvements by Developer – Water, Sanitary Sewer, Storm Sewer, etc. – Maintenance and Repair		X
All Future Improvements to City Park not included in the PUD Agreement Improvements by Developer – Maintenance, Repair, Replacement and Utility Costs	X	
GRANTEE/DEVELOPER/GRANTEE PROPERTY		
All Facilities, Utilities and Improvements on Grantee Property, Maintained by Grantee/Developer		X

EXHIBIT A
CERTIFICATE OF SURVEY AND LEGAL DESCRIPTION OF CITY PARK PROPERTY


CERTIFICATE OF SURVEY
Livernois Road
Talbot
Trombley
West Line Sec. 22 2206.29
N00° 24'00"E
393.84
393.39
N00° 21'17"E
2660.59
164.49
75' Line
164.94
POB
SW Cor. Sec. 22 T2N-R11E L. 30681 P. 389
West 1/4 Cor. Sec. 22 T2N-R11E L. 17038 P. 724
NW Cor. Sec. 22 T2N-R11E L. 17038 P. 722
88-20-22-101-034
88-20-22-301-004
Lot 24
Lot 25
Lot 26
Lot 27
Area-18.694 Acres +/-
88-20-22-301-011
N89° 33'48"W
1256.95
S89° 34'03"E
1253.05
S00° 30'13"E
33.00
S01° 09'27"W
33.00
N01° 09'27"E
13.56
0.67'W
0.83'W
Lot 96
Lot 97
Lot 98
Lot 99
Lot 100
Lot 95
"Replat of Outlot "A" Big Beaver" L.26, P.17
N89° 41'32"W
302.42
S89° 27'59"E
304.89
S89° 20'27"W
382.82
S89° 41'55"E
378.38
Lot 1
Lot 2
Lot 3 "Supervisors Plat No. 6" L.45, P.23
139.85
S00° 11'52"W
200.31
S00° 11'52"W
184.68
Bearings were established from the recorded plat of "Supervisor's Plat No. 28", as recorded in Liber 57, Page 59, Oakland County, Michigan records along the west line of Section 22.
O - Set Re-Rod w/cap #41090
● - Found Survey Iron
Graphic Scale: 1"=200'
0
100'
200'
400'
N
CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084
STEVEN J. VANDETTE, P.E.
CITY ENGINEER
DATE
CONTRACT NO.
XX-XX
SEV.
FILE: Boundary Topography.dwg
DRAWN BY
CHECKED BY
SHEET NO.
1OF2
JOB NO.
15.917.4

LIBER 49414 PAGE 634

Description of Parcel:

Lots 26 through 27 except the West 22.00 feet, inclusive, of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59 of Oakland County, Michigan records and Lots 1 and 2 except the North 50.00 feet, of "Supervisors Plat No. 6", as recorded in Liber 45, Page 23 of Oakland County, Michigan records and Lots 98 through 100, inclusive, of "Replat of Outlot "A"of Big Beaver", as recorded in Liber 25, Page 17 of Oakland County, Michigan records and part of the West 1/2 of Section 22, all being part of the West 1/2 of Sec. 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Being more particularly described as: Commencing at the Southwest Corner of said Section 22; thence North 00 degrees 24 minutes 00 seconds East, along the west line of section, 2206.29 feet and South 89 degrees 33 minutes 46 seconds East 75.00 feet to the Point of Beginning being on the east line of Livernois Road and the south line of said Lot 25; thence North 00 degrees 24 minutes 00 seconds East, along said east line, 393.39 feet to the north line of said Lot 27; thence continuing along said east line, North 00 degrees 21 minutes 17 seconds East 164.94 feet; thence South 89 degrees 34 minutes 03 seconds East 1253.05 feet to the west line of said Lot 1 of said "Supervisors Plat No. 6" thence North 01 degrees 09 minutes 27 seconds East (recorded as North 01 degrees 35 minutes 00 seconds East), along said west line, 13.56 feet; thence South 89 degrees 44 minutes 35 seconds East, 376.38 feet to the east line of Lot 2 of said "Supervisors Plat No. 6"; thence South 00 degrees 11 minutes 52 seconds East, along said east line, 139.65 feet to the north line of a platted easement for public use; thence South 89 degrees 24 minutes 27 seconds West, along said north line of easement, 382.62 feet to the west line of said Lot 1; thence South 01 degrees 09 minutes 27 seconds West (recorded as South 01 degrees 35 minutes 00 seconds West), along said west line, 33.00 feet to the southwest corner of said Lot 1 and the northwest corner of said "Replat of Outlot "A"of Big Beaver", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 15 minutes 00 seconds West), along the west line of said "Replat of Outlot "A"of Big Beaver", 33.00 feet to the northwest corner of said Lot 98; thence North 89 degrees 27 minutes 59 seconds East (recorded as South 89 degrees 20 minutes 00 seconds East, 304.90 feet), along the north line of said Lots 98 through 100, inclusive, 304.88 feet to the northeast corner of Lot 100; thence South 00 degrees 11 minutes 59 seconds West, 200.31 feet (recorded as 199.80 feet) to the southeast corner of Lot 100; thence North 89 degrees 41 minutes 32 seconds West, along the south line of said Lots 100 through 98, inclusive, 302.42 feet (recorded as 302.50 feet) to the southwest corner of said Lot 98 and the east line of said "Supervisor's Plat No. 26", thence South 00 degrees 30 minutes 13 seconds East (recorded as South 00 degrees 30 minutes 00 seconds East), along the said east line, 164.68 feet to the southeast corner of Lot 25 of said "Supervisor's Plat No. 26"; thence North 89 degrees 33 minutes 46 seconds West, along the south line of said Lot 25, 1256.95 feet to the east line of Livernois Road and the Point of Beginning. Containing 814,321 Square Feet or 18.694 Net Acres more or less and being subject to all encumbrances of record.

Certification:

I, hereby certify that I have surveyed and mapped the land above platted and described on September 28, 2015, and that the ratio of closure of the unadjusted field observations of such survey was 1 in 74,000 and that all of the requirements of P.A. 132 of 1970 have been complied with.

George J. Ballard III, P.S. — Date 9-28-2015

Witness Ties

SW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
S65° E, 50.36'-PK in SW Cor. of Pole Base
N88° E: 48.70'-PK in NW Cor. Light Pole Base
N65° W: 52.85'-PK in NE Cor. Pole Base
S75° W: 52.35'-Nail in SE Cor. Ped. Signal Pole Base

West 1/4 Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N83° W, 55.97'-PK/Washer SW-Face PP
N49° E, 91.36'-PK/Washer NW-Face PP
S37° W, 107.84'-PK/Washer NW-Face PP
East, 75.00'-1/2" Re-Rod #41080

NW Cor. Sec. 22
(Remon. Mon. in Mon. Box)
N55° E, 76.33'-"X" T/SW Bolt of Pole
S42° E, 79.73'-Remon. N/T NE-Face PP
S41° W, 77.67'-Remon. N/T SE-Face PP
N35° W, 88.62'-Troy N/T SW-Face PP

STATE OF MICHIGAN — GEORGE J. BALLARD III — PROFESSIONAL SURVEYOR — No. 41080

Graphic Scale: 1"=200'
0 100' 200' 400'

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
500 W. Big Beaver Rd.
Troy, MI 48084

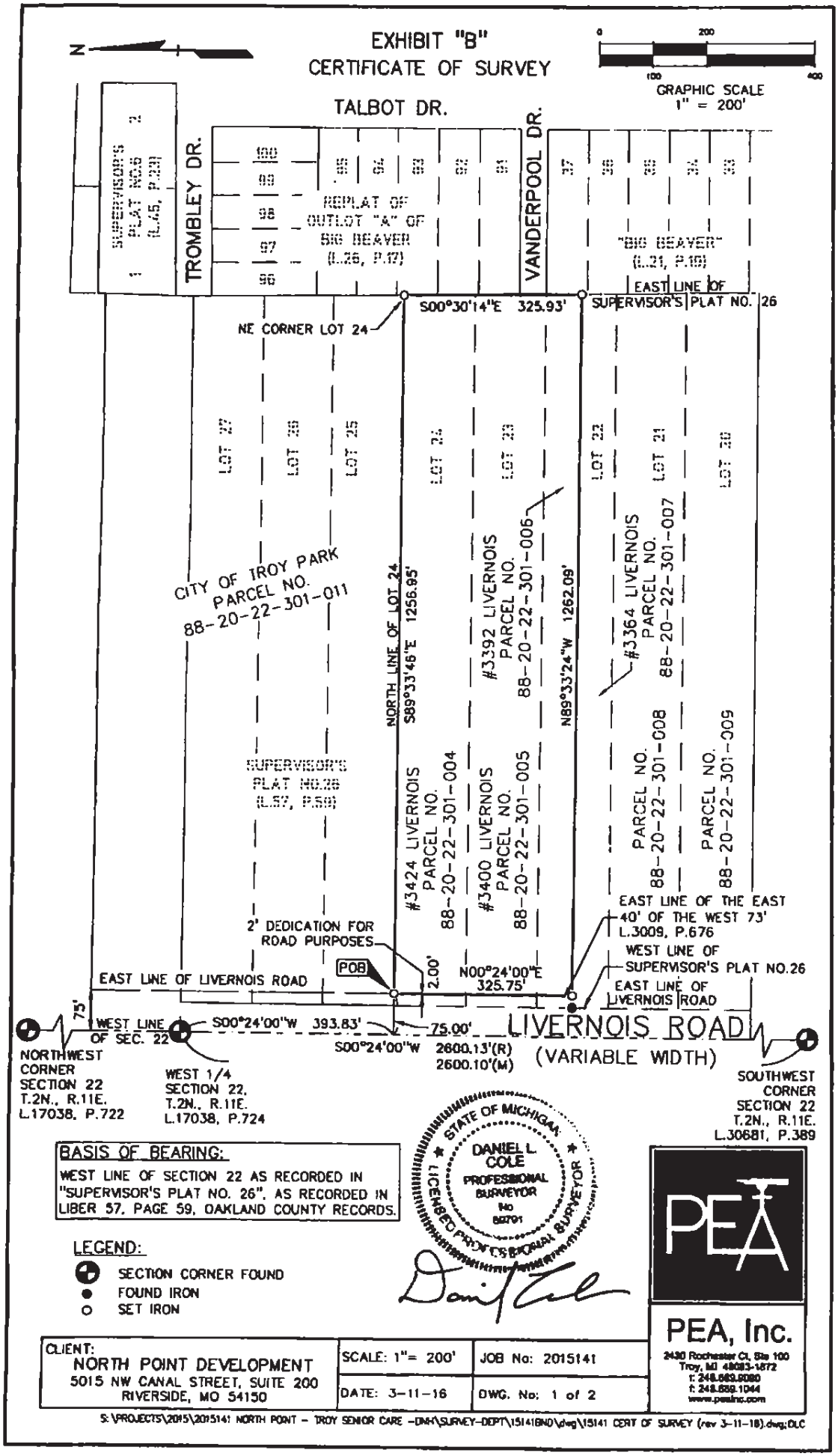
FILE: Rotated Traverse_Final.DGN			
SCALE: HOR. 1"=200' VER. N/A	DRAWN BY:	NAME	DATE 09-28-15
	CHECKED BY:	NAME	DATE XX-XX-XX
STEVEN J. VANDETTE, P.E. CITY ENGINEER		SHEET NO. 2OF2	JOB NO. 15.917.4

Document Prepared By George J. Ballard III, P.S. Land Surveyor

DATE	REV.
CONTRACT NO. N/A	

20-22-301-011

EXHIBIT B
CERTIFICATE OF SURVEY AND LEGAL DESCRIPTION OF DEVELOPER PROPERTY



BASIS OF BEARING:

WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

LEGEND:

- SECTION CORNER FOUND
- FOUND IRON
- SET IRON

STATE OF MICHIGAN
DANIEL L COLE
PROFESSIONAL SURVEYOR
No 60791
LICENSED PROFESSIONAL SURVEYOR

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 54150	SCALE: 1"= 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

S:\PROJECTS\2015\2015141 NORTH POINT - TROY SENIOR CARE -DNH\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg;DLC

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:
(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E	50.36' –	PK nail in Southwest face of pole base
N88°E	48.70' –	PK nail in Northwest face of light pole base
N65°W	52.85' –	PK nail in Northeast face of pole base
S75°W	52.35' –	Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N83°W	55.97' –	PK nail w/ washer in Southwest face of power pole
N49°E	91.36' –	PK nail w/ washer in Northwest face of power pole
S37°W	107.94' –	PK nail w/ washer in Northwest face of power pole
EAST	75.00' –	1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E	76.33' –	Chiseled "X" in top of Southwest bolt of pole
S42°E	79.73' –	Nail w/ remon tag in Northeast face of power pole
S41°W	77.67' –	Nail w/ remon tag in Southeast face of power pole
N35°W	88.62' –	Nail w/ "Troy" tag in Southwest face of power pole

20-22-301-006 Pt Lot 22
20-22-301-005 Pt Lot 23
20-22-301-004 Pt Lot 24

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No 60791
LICENSED PROFESSIONAL SURVEYOR

3/11/16
DATE:

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.

PEA

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48083-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT:	SCALE: –	JOB No: 2015141
NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	DATE: 3-11-16	DWG. No: 2 of 2

S:\PROJECTS\2015\2015141 NORTH POINT – TROY SENIOR CARE –DM\SURVEY-DEPT\15141BND\dwg\15141 CERT OF SURVEY (rev 3-11-16).dwg, DLC

500 West Big Beaver
Troy, MI 48084
troymi.gov

K-02a

CITY COUNCIL AGENDA ITEM

Date: January 29, 2024

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager
Megan E. Schubert, Assistant City Manager
Peter Hullinger, Fire Chief
Michael Koehler, Deputy Chief

Subject: Amendments to Troy City Code – Chapter 93: Fire Prevention

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History

The International Code Council (ICC) is a membership association dedicated to building safety and fire prevention. ICC develops codes and standards used to construct and inspect buildings. Codes are reviewed and revised on a national level every three years.

The State of Michigan adopts the previously revised edition of the International Building Code, with amendments, as the state construction code which municipalities are required to enforce. Michigan last adopted the 2015 edition of the International Building Code, referred to as the Michigan Building Code. Michigan has not adopted the most recent versions of the ICC building codes and there is no indication that a newer edition will be adopted in the foreseeable future.

Michigan has yet to adopt a state fire code, and therefore, it is the responsibility of local municipalities. As a result, the companion International Fire Code and Troy's local fire prevention ordinance, Chapter 93, is amended to have a corresponding fire code for new and existing buildings.

Under Chapter 93 of the Troy City Code, Section 2, the City of Troy currently adopts the 2021 edition of the International Fire Code with amendments. This code is enforced by the Fire Department whose function is the implementation, administration and enforcement of the provisions of the amended code.

The 2021 edition of the IFC addresses emerging industries such as lithium ion battery storage, storage of distilled spirits, and mobile food preparation trucks. These occupancies and operations pose unique hazards that previous code editions do not address. The City of Troy currently has many of these businesses operating in the city and have no specific code references that address the hazards associated with their respective operations.

Purchasing

There are no purchasing considerations associated with Chapter 93

Financial

There are no financial considerations associated with Chapter 93.

Recommendation

Staff recommends adopting the 2021 International Fire Code, with amendments, as “Chapter 93 – Fire Prevention” of the Troy City Code.

Legal Review

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

CITY OF TROY
AN ORDINANCE TO ADOPT
CHAPTER 93- CITY OF TROY FIRE PREVENTION ORDINANCE

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as Chapter 93- City of Troy Fire Prevention Ordinance.

Section 2. Ordinance

Chapter 93 is amended as follows:

93.00 Adoption of the 2021 International Fire Code by Reference. The *International Fire Code*, 2021 Edition, including its appendices, is hereby adopted by reference with the additions, insertions, deletions and changes prescribed in Section 93.01 of this Ordinance, as the Fire Prevention Code of the City of Troy, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings. This Ordinance and a copy of the International Fire Code, 2021 Edition, shall be kept on file with the City Clerk. A copy of the International Fire Code in its entirety can also be found at:
https://codes.iccsafe.org/content/IFC2021P2
or any subsequent amended link.

93.01 Additions, Insertions, Deletions and Changes to the International Fire Code, 2021 Edition. The City of Troy adopts the following additions, insertions, deletions and changes from the *International Fire Code, 2021 Edition*. Subsequent section numbers used in this section shall refer to the like numbered sections of the *International Fire Code, 2021 Edition.* Any provisions which are not amended or deleted herein shall remain in full force and effect.

SECTION 104
DUTIES AND POWERS OF THE FIRE CODE OFFICIAL

104.12.4 ~~104.11.4~~ Unlawful boarding or tampering with fire department emergency equipment. A person shall not, without proper authorization from the fire official in charge of said fire department emergency equipment, cling to, attach to, climb upon or into, board, or swing upon any fire department emergency vehicle, whether the same is in motion or at rest, operate any emergency warning equipment, or to manipulate or tamper with, or attempt to manipulate or tamper with any levers, valves, switches, starting devices, brakes,

pumps, or any equipment or protective clothing on, or a part of, any fire department emergency vehicle.

104.12.5 ~~104.11.5~~ Damage/injury to fire department equipment/personnel. It shall be unlawful for any person to damage or deface, or attempt or conspire to damage or deface, any fire department emergency vehicle or equipment at any time; or to injure, or attempt or conspire to injure, fire department personnel while performing departmental duties.

SECTION 105
PERMITS

105.1.2 Types of Permits. There shall be three types of permits as follows:

1. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.5 ~~105.6~~ for either:

   1.1 A prescribed period.
   1.2 Until renewed or revoked.

2. Construction permit. A construction permit allows the applicant to install or modify systems of equipment for which a permit is required by Section 105.6 ~~105.7~~.

3. Occupancy permit. An occupancy permit allows the applicant to occupy existing premises for the purpose of conducting or operating a business for which a permit is required by Section 105.8.

105.3.9 Permit Issuance. A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official. When work is started without a permit, the permit fee shall be doubled.

105.5 ~~105.6~~ Required Operational Permits. The code official is authorized to issue operational permits for the operations set forth in Sections 105.6.1 through 105.6.52 ~~46~~. Where there are no provisions for issuing said permits, the code official is authorized to waive the particular permit requirement.

105.5.15 ~~105.6.14~~ Special Events. An operational permit is required to operate/conduct all special events including exhibits, crafts and trade shows.

~~**105.6.14.1 Permit Fee.** Provided for in Troy City Code Chapter 60.~~

105.5.16.1 ~~105.6.15~~ Fireworks. An operational permit is required for ignition, discharge and use of agricultural or wildlife fireworks, articles pyrotechnic, public

display fireworks before a proximate audience, or special effects fireworks as stipulated in this ordinance. Application for permits shall be made in writing at least 30 days in advance of the date of the public display. The possession and distribution of fireworks for such use and display shall be lawful under the terms and conditions approved with the permit and for only that purpose. A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official.

~~**105.6.15.1 Permit Fee**. Provided for in Troy City Code Chapter 60.~~

105.5.16.1 ~~**105.6.15.2**~~ **Documentation**. Where required by the fire code official, each application for a permit shall include documentation as required in 105.5.22. ~~105.6.21.3~~

105.5.22 ~~**105.6.21**~~ **Hazardous Materials.** An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the most restrictive amounts listed in this code, the *EPA's Emergency Planning and Community Right To Know* regulations, and *MIOSHA's Firefighter Right To Know* requirements.

105.5.22.1 ~~**105.6.21.1**~~ **Required Amounts for Reporting.** Reportable quantities shall be considered the maximum amount of hazardous material on site at any given time. This amount is required to be reported to the fire department ~~as indicated in the Troy Fire Department's HMIS packet~~ as defined in Sections 407.5 and 5001.5.2 of this code.

~~**105.6.21.2 Permit Fees**. Provided for in Troy City Code Chapter 60.~~

105.5.22.2 ~~**105.6.21.3**~~ **Required Documentation**. Where required by the fire code official, each application for a permit shall include a Hazardous Materials Inventory Statement (HMIS) in accordance with Section 5001.5.2, a site plan drawing in a format acceptable to fire code official, indicating the location of the identified materials, and an Emergency Contact List.

105.5.34.1 Bonfires. Operational permits are required for bonfires. Bonfires are subject to the following provisions:

1. Prior approval of the Troy City Council.
2. Compliance with any special restrictions as determined by the fire official.
3. Payment of costs associated with special fire protection as determined by the fire official.

105.6.1.1 ~~**105.7.1.1**~~ **Installations.** Before any fire suppression system or component is installed, enlarged, extended or modified, a permit shall be obtained from the code official. This shall include any device or relay connected to or controlled by the fire suppression system. All work must be performed by a

qualified installer who is properly licensed and/or certified to perform such work as determined by the code official. Construction documents shall be reviewed by the code official prior to the issuance of the permit. Upon issuance of the permit, the permit must be posted at the job site in plain view.

106.2.1 ~~**105.4.2n**~~ **Information on Construction Documents.** *Construction documents* shall be drawn to scale upon suitable material. Electronic media documents shall be submitted as required by the *fire code official.* Failure to submit electronic media documents may result in a reasonable document scanning fee as determined by the fire code official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official.*

~~**105.7.1.2 Permit Fees**. Provided for in Troy City Code Chapter 60~~.

105.6.6.1 ~~**105.7.6.1**~~ **Installations.** Before any fire alarm or detection system or component is installed, enlarged, extended or modified, a permit shall be obtained from the code official. This shall include auxiliary devices such as magnetic locks, electronic locks, or any device or relay connected to or controlled by the fire alarm or detection system. All work must be performed by a qualified installer who is properly licensed and/or certified to perform such work as determined by the code official. Construction documents shall be reviewed by the code official prior to the issuance of the permit. Upon issuance of the permit, the permit must be posted at the job site in plain view.

~~**105.7.6.2 Permit fees.** Provided for in Troy City Code Chapter 60~~.

~~**105.7.19 Permit issuance.** A permit granted hereunder shall not be transferable nor shall any such permit be extended beyond the time set forth therein unless approved by the fire official. When work is started without a permit, the permit fee shall be doubled.~~

107.6.1 ~~**106.5**~~ **Cancellation fees.** Handling cost for permits canceled after being issued is 35% of the permit fee or $10.00, whichever is greater.

111.1 ~~**108.1**~~ **Board of appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals as established in Section 116 of Chapter 79 of the Troy City Code.

112.4 ~~**109.4**~~ **Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any requirements thereof or who shall erect, install, alter, repair, service, test or do work in violation of the approved

construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Municipal Civil Infraction punishable by a fine of not more than five hundred (500) dollars as determined by a judge in a court of law, plus any allowable cost recovery incurred by the Troy Fire Department or any agency working with the Troy Fire Department that incurred costs. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 115 ~~114~~
MISCELLANEOUS HAZARDS

115.1 ~~114.1~~ Hazardous materials - Fire Department responsibility. The Troy Fire Department shall be responsible for gathering and organizing information, identifying risks, and enforcing codes, standards, and laws relating to the production, storage and use of hazardous materials within the City of Troy and the notification to fire fighting personnel of related hazards. The method and frequency shall be determined by the fire official or his duly authorized representative.

115.2 ~~114.2~~ Cost Recovery - Hazardous conditions. If upon the expiration of the time mentioned in a notice of violation, hazardous conditions, including but not limited to, obstructions or encroachments inhibiting access to or egress from a space or building, are not removed, the code official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.

115.3 ~~114.3~~ False alarms. It shall be unlawful for any person to summon, in any way, the fire department unless a valid reason for their response is present. (See also Troy City Code Chapter 103 - Alarm Ordinance.)

115.4 ~~114.4 112.6~~ Nonstandard Equipment. Equipment and devices which are not in compliance with recognized standards for design and construction may be approved upon presentation of satisfactory evidence that they are designed and constructed for safe operation.

115.5 ~~114.5~~ Motion Picture & Television Film Production. Motion picture / television film production and similar entertainment or documentary production activities shall comply with the requirements of this code and NFPA 140.

SECTION 202
GENERAL DEFINITIONS

~~**BONFIRE.** An outdoor fire which burns only seasoned dry firewood or clean untreated lumber intended to minimize the generation of air contaminants and is utilized for occasional special events subject to the following provisions:~~

~~1. Prior approval of the Troy City Council.~~
~~2. Compliance with any special restrictions as determined by the fire official.~~
~~3. Payment of costs associated with special fire protection as determined by the fire official.~~

BONFIRE. An outdoor fire that has dimensions larger than 3' in diameter and 2' in height, which burns only seasoned dry firewood and clean untreated lumber intended to minimize the generation of air contaminants and is utilized for occasional special events.

SECTION 307
OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.2. Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.5 ~~**105.6**~~ prior to kindling a fire for recognized silvicultural or range or wildlife management practices, management of prairie grasses and plants, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled or the landowner's contracted professional. Bonfires, as defined and set forth in Section 202, may be permitted if in compliance with Section 307.4.1 and subject to prior approval of the code official.

307.4.4 Ground Fires. Ground fires shall not be conducted within 25' of a structure or combustible material. Conditions that cause a fire to spread within 25' of a structure shall be eliminated prior to ignition. Ground fires shall be the minimum size for the intended purpose, ~~**A ground fire shall be the minimum size for the intended purpose**~~ but not larger than 3 feet (914 mm) in diameter and 2 feet (610 mm) in height and shall be contained in a safe manner.

SECTION 404
FIRE SAFETY, EVACUATION AND LOCKDOWN PLANS

404.1 General. Where required by Section 403, fire safety, evacuation, and lockdown plans shall comply with Sections 404.2 through 404.4.2.

404.4.2 ~~404.5.2~~ **Format.** Fire safety and evacuation plans, general floor plans, seating arrangements, storage configurations, or other specific plans shall be furnished to the fire code official in an approved format upon request.

SECTION 503
FIRE APPARATUS ACCESS ROADS

~~**503.7 Security gates.** The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The~~

~~security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be *listed* in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.~~

503.7 ~~**503.8**~~ **Emergency Vehicle Access**. Emergency vehicle access (EVA) shall be determined and approved by the fire code official. Unless otherwise required, EVAs shall be of the following specifications:

1. Minimum of 12 feet (3657.6 mm) wide.
2. Surface capable of supporting the weight of fire apparatus up to 60,000 pounds GVW.
3. Minimum grade changes to accommodate fire apparatus undercarriage ground clearances.
4. Mountable curb at entrance/exit with adequate turning radii to and from the EVA.
5. Standard fire lane signage posted at entrance/exit to EVA.
6. EVA signage posted at entrance/exit of EVA, on both sides of surface, every 50 feet (15240 mm) for length of EVA.
7. EVA signage to withstand snow removal/landscape maintenance efforts.
8. EVA to be kept clear of snow and vegetation.

SECTION 507
FIRE PROTECTION WATER SUPPLIES

507.5.4.1. Removal of Obstructions. Unobstructed access to fire hydrants shall be maintained at all times. If upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments to a fire hydrant, or to other fire protection equipment, are not removed, the code official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.

SECTION 606
COMMERCIAL COOKING EQUIPMENT AND SYSTEMS

606.1 ~~609.1~~ **General.** Commercial kitchen exhaust hoods shall comply with the requirements of the *Michigan Mechanical Code and NFPA 96.*

606.1.1 ~~609.1.1~~ **Exhaust Fans**. Exhaust fans for commercial cooking hoods shall be installed so that the fans are operational at all times cooking is occurring. This may be accomplished by a temperature monitoring device installed in, on, or near the hood to activate the exhaust fan(s) at a pre-determined temperature, or as otherwise approved by the code official.

CHAPTER 8
INTERIOR FINISH, DECORATIVE MATERIALS AND FINISHINGS

CHAPTER 9
FIRE PROTECTION AND LIFE SAFETY SYSTEMS

901.6.4 ~~901.6.2.2~~ **Noncompliant Systems.** Fire suppression, protection, or other related systems found to be noncompliant, malfunctioning, or otherwise non-operational in the manner required, designed, or intended, shall be identified as “noncompliant” by the service company or individual performing such service, and the fire code official and the occupant shall be notified immediately or at the earliest practical time. At no time shall an approval, compliance, or other indication of operability be affixed to, on, or near such system(s) so as to give false indication of designed, intended, or expected operation.

901.6.5 ~~901.6.3~~ **Anti-Freeze Fire Sprinkler Systems**. Fire sprinkler systems designed and installed to protect areas prone to freezing shall be drained and tested, then refilled and maintained to insure the solution is operable to -20 degrees F or as otherwise approved by the code official.

907.5.2.1.4 ~~907.5.2.1.3~~ **Temporal Code-3.** Audible alarm notification appliances shall sound in temporal Code-3 pattern as approved by the code official.

CHAPTER 10
MEANS OF EGRESS

1004.9.1 ~~1004.3.1~~ **Zoning requirements.** The number of occupants permitted shall also be determined in accordance with Chapter 39 of the Troy City Code (zoning).

CHAPTER 21
DRYCLEANING

CHAPTER 23
MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES

CHAPTER 32
HIGH PILED COMBUSTIBLE STORAGE

CHAPTER 51
AEROSOLS

CHAPTER 56
EXPLOSIVES AND FIREWORKS

CHAPTER 57

FLAMMABLE AND COMBUSTIBLE LIQUIDS

5704.2.9 Above Ground Tanks. Above-ground storage of flammable and combustible liquids in tanks shall comply with Section 5704.2.9.1 through 5704.2.9.7.9 ~~5704.2.9.7.10~~ and the Michigan Aboveground Storage Tank Rules, or their equivalent.

5704.2.11 Underground Tanks. Underground storage of flammable and combustible liquids in tanks shall comply with Section 5704.2 and Sections 5704.2.11.1 through 5704.2.11.4.2 ~~5704.2.11.5.2~~, and the Michigan Underground Storage Tank Rules, or their equivalent.

5801.2 Permits. Permits shall be required as set forth in Sections 105.5 ~~105.6~~ and 105.6 ~~105.7~~ and the Michigan Fire Prevention Code 1941 PA 207, as amended, or its equivalent.

CHAPTER 80
REFERENCED STANDARDS

~~96-17 Standard for Ventilation Control and Fire Protection Commercial Cooking Operations 609.1 of~~

140-18 ~~140-11~~ Standard on Motion Picture and Television Production Studio Soundstages, Approved Production Facilities, and Production Locations

115.5 ~~114.5~~

Appendix C
Fire Hydrant Locations and Distributions- Deleted in its entirety

Appendix C ~~D~~
Fire Apparatus Access Roads

~~**D103.5 Fire apparatus access road gates.** Gates securing the fire apparatus access roads shall comply with all of the following criteria:~~

1. ~~The minimum gate width shall be 18 feet (5486.4 mm) unless otherwise approved by the code official.~~
2. ~~Gates shall be of the swinging or sliding type.~~
3. ~~Construction of gates shall be of materials that allow manual operation by one person.~~
4. ~~Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.~~
5. ~~Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be approved by the code official.~~

6. ~~Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools carried by the fire department.~~
7. ~~Locking device specifications shall be submitted for approval to the code official.~~
8. ~~Where buildings protected by electric gates are provided with automatic fire protection and detections systems, gates shall open and remain open upon initiation of an alarm.~~

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 provision of this ordinance shall remain in full force and effect.

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 _____, 2024.

Ethan D. Baker, Mayor

M. Aileen Dickson, MMC, City Clerk

CHAPTER 93- CITY OF TROY FIRE PREVENTION ORDINANCE

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    1.1 A prescribed period.
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115.2 Cost Recovery - Hazardous conditions. If upon the expiration of the time mentioned in a notice of violation, hazardous conditions, including but not limited to, obstructions or encroachments inhibiting access to or egress from a space or building, are not removed, the code official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.

115.3 False alarms. It shall be unlawful for any person to summon, in any way, the fire department unless a valid reason for their response is present. (See also Troy City Code Chapter 103 - Alarm Ordinance.)

115.4 Nonstandard Equipment. Equipment and devices which are not in compliance with recognized standards for design and construction may be approved upon presentation of satisfactory evidence that they are designed and constructed for safe operation.

115.5 Motion Picture & Television Film Production. Motion picture / television film production and similar entertainment or documentary production activities shall comply with the requirements of this code and NFPA 140.

SECTION 202
GENERAL DEFINITIONS

BONFIRE. An outdoor fire that has dimensions larger than 3' in diameter and 2' in height, which burns only seasoned dry firewood and clean untreated lumber intended to minimize the generation of air contaminants and is utilized for occasional special events.

SECTION 307
OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES

307.2. Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, management of prairie grasses and plants, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled or the landowner's contracted professional. Bonfires, as defined and set forth in Section 202, may be permitted if in compliance with Section 307.4.1 and subject to prior approval of the code official.

307.4.4 Ground Fires. Ground fires shall not be conducted within 25' of a structure or combustible material. Conditions that cause a fire to spread within 25' of a structure shall be eliminated prior to ignition. Ground fires shall be the minimum size for the intended purpose, but not larger than 3 feet (914 mm) in diameter and 2 feet (610 mm) in height and shall be contained in a safe manner.

SECTION 404
FIRE SAFETY, EVACUATION AND LOCKDOWN PLANS

404.1 General. Where required by Section 403, fire safety, evacuation, and lockdown plans shall comply with Sections 404.2 through 404.4.2.

404.4.2 Format. Fire safety and evacuation plans, general floor plans, seating arrangements, storage configurations, or other specific plans shall be furnished to the fire code official in an approved format upon request.

SECTION 503

FIRE APPARATUS ACCESS ROADS

503.7 Emergency Vehicle Access. Emergency vehicle access (EVA) shall be determined and approved by the fire code official. Unless otherwise required, EVAs shall be of the following specifications:

9. Minimum of 12 feet (3657.6 mm) wide.
10. Surface capable of supporting the weight of fire apparatus up to 60,000 pounds GVW.
11. Minimum grade changes to accommodate fire apparatus undercarriage ground clearances.
12. Mountable curb at entrance/exit with adequate turning radii to and from the EVA.
13. Standard fire lane signage posted at entrance/exit to EVA.
14. EVA signage posted at entrance/exit of EVA, on both sides of surface, every 50 feet (15240 mm) for length of EVA.
15. EVA signage to withstand snow removal/landscape maintenance efforts.
16. EVA to be kept clear of snow and vegetation.

SECTION 507
FIRE PROTECTION WATER SUPPLIES

507.5.4.1. Removal of Obstructions. Unobstructed access to fire hydrants shall be maintained at all times. If upon the expiration of the time mentioned in a notice of violation, obstructions or encroachments to a fire hydrant, or to other fire protection equipment, are not removed, the code official shall proceed to remove or have removed the same. The expense incurred shall be a debt to the City from the responsible person and shall be collected as any other debt to the City.

SECTION 606
COMMERCIAL COOKING EQUIPMENT AND SYSTEMS

606.1 General. Commercial kitchen exhaust hoods shall comply with the requirements of the *Michigan Mechanical Code and NFPA 96.*

606.1.1 Exhaust Fans. Exhaust fans for commercial cooking hoods shall be installed so that the fans are operational at all times cooking is occurring. This may be accomplished by a temperature monitoring device installed in, on, or near the hood to activate the exhaust fan(s) at a pre-determined temperature, or as otherwise approved by the code official.

CHAPTER 8
INTERIOR FINISH, DECORATIVE MATERIALS AND FINISHINGS

CHAPTER 9
FIRE PROTECTION AND LIFE SAFETY SYSTEMS

901.6.4 Noncompliant Systems. Fire suppression, protection, or other related systems found to be noncompliant, malfunctioning, or otherwise non-operational in the manner required, designed, or intended, shall be identified as "noncompliant" by the service company or individual performing such service, and the fire code official and the occupant shall be notified immediately or at the earliest practical time. At no time shall an approval, compliance, or other indication of operability be affixed to, on, or near such system(s) so as to give false indication of designed, intended, or expected operation.

901.6.5 Anti-Freeze Fire Sprinkler Systems. Fire sprinkler systems designed and installed to protect areas prone to freezing shall be drained and tested, then refilled and maintained to insure the solution is operable to -20 degrees F or as otherwise approved by the code official.

907.5.2.1.4 Temporal Code-3. Audible alarm notification appliances shall sound in temporal Code-3 pattern as approved by the code official.

CHAPTER 10
MEANS OF EGRESS

1004.9.1 Zoning requirements. The number of occupants permitted shall also be determined in accordance with Chapter 39 of the Troy City Code (zoning).

CHAPTER 21
DRYCLEANING

CHAPTER 23
MOTOR FUEL DISPENSING FACILITIES AND REPAIR GARAGES

CHAPTER 32
HIGH PILED COMBUSTIBLE STORAGE

CHAPTER 51
AEROSOLS

CHAPTER 56
EXPLOSIVES AND FIREWORKS

CHAPTER 57
FLAMMABLE AND COMBUSTIBLE LIQUIDS

5704.2.9 Above Ground Tanks. Above-ground storage of flammable and combustible liquids in tanks shall comply with Section 5704.2.9.1 through

5704.2.9.7.9 and the Michigan Aboveground Storage Tank Rules, or their equivalent.

5704.2.11 Underground Tanks. Underground storage of flammable and combustible liquids in tanks shall comply with Section 5704.2 and Sections 5704.2.11.1 through 5704.2.11.4.2, and the Michigan Underground Storage Tank Rules, or their equivalent.

5801.2 Permits. Permits shall be required as set forth in Sections 105.5 and 105.6 and the Michigan Fire Prevention Code 1941 PA 207, as amended, or its equivalent.

CHAPTER 80
REFERENCED STANDARDS

140-18 Standard on Motion Picture and Television Production
Studio Soundstages, Approved Production Facilities, and Production Locations

115.5

Appendix C Fire Apparatus Access Roads

Downtown Development Authority Meeting Minutes – Final **October 18, 2023**

A public special meeting of the Troy Downtown Development Authority was held on Wednesday, October 18, 2023. The meeting was held in Troy's City Council Board Room at 10:00 am. Chair Alan Kiriluk called the meeting to order at 10:00 AM.

Present:	Kiriluk, Alan (Chair)	
	Baker, Mayor Ethan (Vice Chair)	
	Knollenberg, Martin	
	Keisling, Larry	
	MacLeish, Dan	
	Reschke, Ernest	
	Stone, David	
	Blair, Tim	
	Richards, John	
	Kuppa, Padma	
	Koza, Kenny	
	Tomcsik-Husak, Tara	
Also Present:		
	Maleszyk, Robert (Secretary/Treasurer)	
	Bluhm, Lori Grigg	
	Bovensiep, Kurt	
	Savidant, Brent	
	Mark Adams	
	Timm, Kelly	
	Schubert, Meg	

Approval of Minutes –

A. Minutes of Regular Meeting of TDDA on April 25,2023

Resolution: DDA-2023-10-01

Moved by: Dan MacLeish
Seconded by: Padma Kuppa

RESOLVED, that the Troy Downtown Development Authority meeting minutes from the April 25, 2023 meeting be approved.

Yeas: 12
Absent: 0

Old Business – None

New Business

A. Landscape Bid Discussion- Kurt Bovensiep, Public Works Director and Robert Maleszyk, Chief Financial Officer

Kurt Bovensiep the Public Works Director for the City of Troy spoke to the group regarding the status of the DDA landscaping project. The project is currently re-open for bid and is set to close in November 2023. Bids that were collected during the first round were limited in number and came in well over budget. As such, the DDA Landscaping Committee has worked to modify the project's scope by scaling plantings and other construction components, with the hopes of encouraging additional bids which will align within the project's budget.

The project is guided by a priority of finding consistency within nature and the Landscaping Committee looked for ways to incorporate this focus, even as the project was modified. Items such as foundation lighting and the barrier wall were eliminated and or replaced with alternative options. Additionally, the new proposal was drafted to include multiple alternative options/ add on's to the projects scope. By including alternative project paramotors bidders will find increased flexibility in submitting bids.

Member Tomcsik-Husak inquired about the expected costs with the barrier wall. Director Bovensiep clarified that that portion of the project had been removed. Member Kupa inquired as to how the changes in the projects scope affected the maintenance costs associated with the project. Director Bovensiep stated that the Landscaping Committee was careful to propose

modifications to the original project design which did not require increase costs associated with maintenance.

A. 2024 Meeting Dates (Presented by: Mark F. Miller, Executive Director)

.

Resolution: DDA-2023-10-18

Moved by: Martin Knollenberg
Seconded by: Larry Keisling

RESOLVED, that the Troy Downtown Development Authority approves the proposed 2024 Meeting Dates as presented.

Yeas: 12
Absent: 0

Public Comment

None.

This meeting was adjourned at 10:35 am.

The next regular meeting of the Troy Downtown Development Authority is scheduled for January 17, 2024 at 10:00am.

Alan Kiriluk, TDDA Chair Date

Robert C. Maleszyk, TDDA Secretary 1/17/2024 Date

Minutes Prepared by:

Meg Schubert, Assistant City Manager 1/18/2024 Date

Traffic Committee Minutes – November 11, 2023 **FINAL**

A regular meeting of the Troy Traffic Committee was held Wednesday, November 23, 2023 in the Lower Level Conference Room at Troy City Hall. Pete Ziegenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Shama Kenkre
Richard Kilmer
Cindy Nurak
Al Petrulis
Abi Swaminathan
Cynthia Wilsher
Pete Ziegenfelder
Angela Zhou, Student Representative

Also present: G. Scott Finlay, City Engineer
Sgt. Brian Warzecha, Police Department
Deputy Fire Chief, Paul Firth, Fire Department
Merissa Clark, Administrative Assistant

2. Minutes – September 20, 2023 Traffic Committee

Resolution # 2023-11-10
Moved by Kilmer
Seconded by Nurak

To approve the September 20, 2023 minutes as printed.

Yes: Kenkre, Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder
No: None
Absent: None

MOTION CARRIED

PUBLIC HEARINGS

3. Request for Sidewalk Waiver – 6970 Donaldson (Sidwell # 88-20-03-126-048)

Harsha & Danelle Chandra-Sekhar, homeowners request a sidewalk waiver for the sidewalk at 6970 Donaldson (Sidwell # 88-20-03-126-048). The homeowners state:

> *There are no other sidewalks in the subdivision. This would be the only sidewalk and property on both sides as well as across the street have no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalk "*Due to the lack of sidewalk on the surrounding parcels*

and the open drainage ditches of the area", subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

ITEM REMOVED BY APPLICANT

4. Request for Sidewalk Waiver – 5921 Willow Grove (Sidwell # 88-20-11-126-026)

Mike Agnetti, homeowner requests a sidewalk waiver for the sidewalk at 5921 Willow Grove (Sidwell # 88-20-11-126-026). Mr. Agnetti states:

a. *There are no other sidewalks in the subdivision. This would be the only sidewalk and property on both sides as well as across the street have no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

b. *There are several new construction homes in the subdivision and none of them have sidewalks.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalk "*Due to the lack of sidewalk on the surrounding parcels and the open drainage ditches of the area"*, subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

ITEM REMOVED BY APPLICANT

5. Request for Sidewalk Waiver – 1868 Eastport (Sidwell # 88-20-27-333-017)

Jonathan Janke, homeowner requests a sidewalk waiver for the sidewalk at 1868 Eastport (Sidwell # 88-20-27-333-017). Mr. Janke states:

a. *There are no other sidewalks in the subdivision. This would be the only sidewalk and property on both sides as well as across the street have no sidewalks. A sidewalk would literally be a sidewalk to nowhere.*

b. *There are several new construction homes in the subdivision and none of them have sidewalks.*

The Department of Public Works (DPW) recommends approving the waiver request and not requiring the installation of sidewalk "*Due to the lack of sidewalk on the surrounding parcels and the open drainage ditches of the area"*, subject to the submission of a cash deposit for future construction to assure consent and participation in any future sidewalk installation.

Rebekah Perry the homeowner at 1868 Eastport stated that there are no other sidewalks in the subdivision or on Eastport. The sidewalk would lead nowhere, and none of the other new construction homes installed sidewalk.

Tim Ostler the homeowner at 1856 Eastport stated that he sold this lot to the owners and mentioned that the builder was not aware of the sidewalk requirement/process that Troy has in place. Pointed out that a culvert pipe was recently installed when the streets were repaved this year and the culvert pipe is exactly where the sidewalk would be placed. He does not think it should be required.

Mr. Savoie at 1853 Eastport agreed with both of his neighbors.

Pete Ziegenfelder stated that the sidewalk would eventually connect/lead to somewhere.

Al Petrulis stated that it wouldn't make sense to install the sidewalk, especially with the culvert pipe being placed where it is.

Cynthia Wilsher stated she has lived next to this subdivision since the 60's and it has never had sidewalk – Maple had it installed but nowhere else.

Richard Kilmer asked why the culvert pipe was placed there, and Scott Finlay explained the reasoning in regards to the Engineering Departments paving job.

Resolution # 2023-11-11
Moved by Petrulis
Seconded by Kilmer

WHEREAS, City of Troy Ordinances, Chapter 34, allows the Traffic Committee to grant waivers of the City of Troy Design Standards for Sidewalks upon a demonstration of necessity; and

WHEREAS, Jonathan Janke has requested a waiver of the requirement to construct sidewalk based on lack of sidewalk on surrounding parcels; and

WHEREAS, the Traffic Committee has determined the following:

a. A waiver will not impair the public health, safety or general welfare of the inhabitants of the City and will not unreasonably diminish or impair established property values within the surrounding area, and

b. A strict application of the requirements to construct a sidewalk would result in practical difficulties to, or undue hardship upon, the owners, and

c. The construction of a new sidewalk would lead nowhere and connect to no other walk, and thus will not serve the purpose of a pedestrian travel-way.

NOW THEREFORE, BE IT RESOLVED, that the Traffic Committee **GRANTS** a waiver of the sidewalk requirement for 1868 Eastport (Sidwell # 88-20-27-333-017) subject to the submission of a cash deposit commensurate with the cost of sidewalk construction.

Yes: Kenkre, Kilmer, Nurak, Petrulis, Swaminathan, Wilsher, Ziegenfelder
No: None
Abesnt: None

MOTION CARRIED
REGULAR BUSINESS

6. 2024 Traffic Committee Meeting Schedule

According to the City of Troy Traffic Committee By-Laws, Article IV – Meetings:

"Regular meetings will be held on the third Wednesday of each month at 7:30 p.m. at the Troy City Hall, 500 West Big Beaver Road, Troy, Michigan."

There are no other by-laws or procedures that establish the actual dates of the meetings, but an annual calendar of meetings is published by the City so meeting dates need to be set for this purpose.

Resolution # 2023-11-12
Moved by Wilsher
Seconded by Nurak

> RESOLVED, that the Traffic Committee SHALL HOLD Regular Meetings in 2024 according to the following schedule at 7:30 PM:

- Wednesday, January 17
- Wednesday, February 21
- Wednesday, March 20
- Wednesday, April 17
- Wednesday, May 15
- Wednesday, June 19
- Wednesday, July 17
- August – NO MEETING
- Wednesday, September 18
- Wednesday, October 16
- Wednesday, November 20
- December – NO MEETING

7. Public Comment

There was no further public comment at the meeting.

8. Other Business

9. Adjourn

The meeting adjourned at 7:50 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2023\11_November 15_2024 MEETING SCHEDULE_20231123_Minutes_Traffic Committee DRAFT

500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02a

CITY COUNCIL AGENDA ITEM

Date: January 29, 2024

To: Mark F. Miller, City Manager

From: Megan E. Schubert, Assistant City Manager
Emily Dumas, Library Director

Subject: Troy Public Library Annual Report

Each year Michigan public libraries submit a report to the state that documents the data and statistics collected throughout the previous fiscal year. The compiled data includes performance indicators such as door count, circulation, program attendance, number of library card holders, and more. It also records general budgetary data for the fiscal year, and demographic data for the area the library services. This form provides a comprehensive overview of the library, and this information is collected and shared by the Library of Michigan.

This report is a requirement to receive state aid, funding that is allocated to public libraries each year under an appropriation of general funds from the Michigan legislature.

The reporting period for submittal of this data to Library of Michigan runs from October 1st through February 1st. Libraries must submit their reports within this timeframe to be eligible to receive state aid.

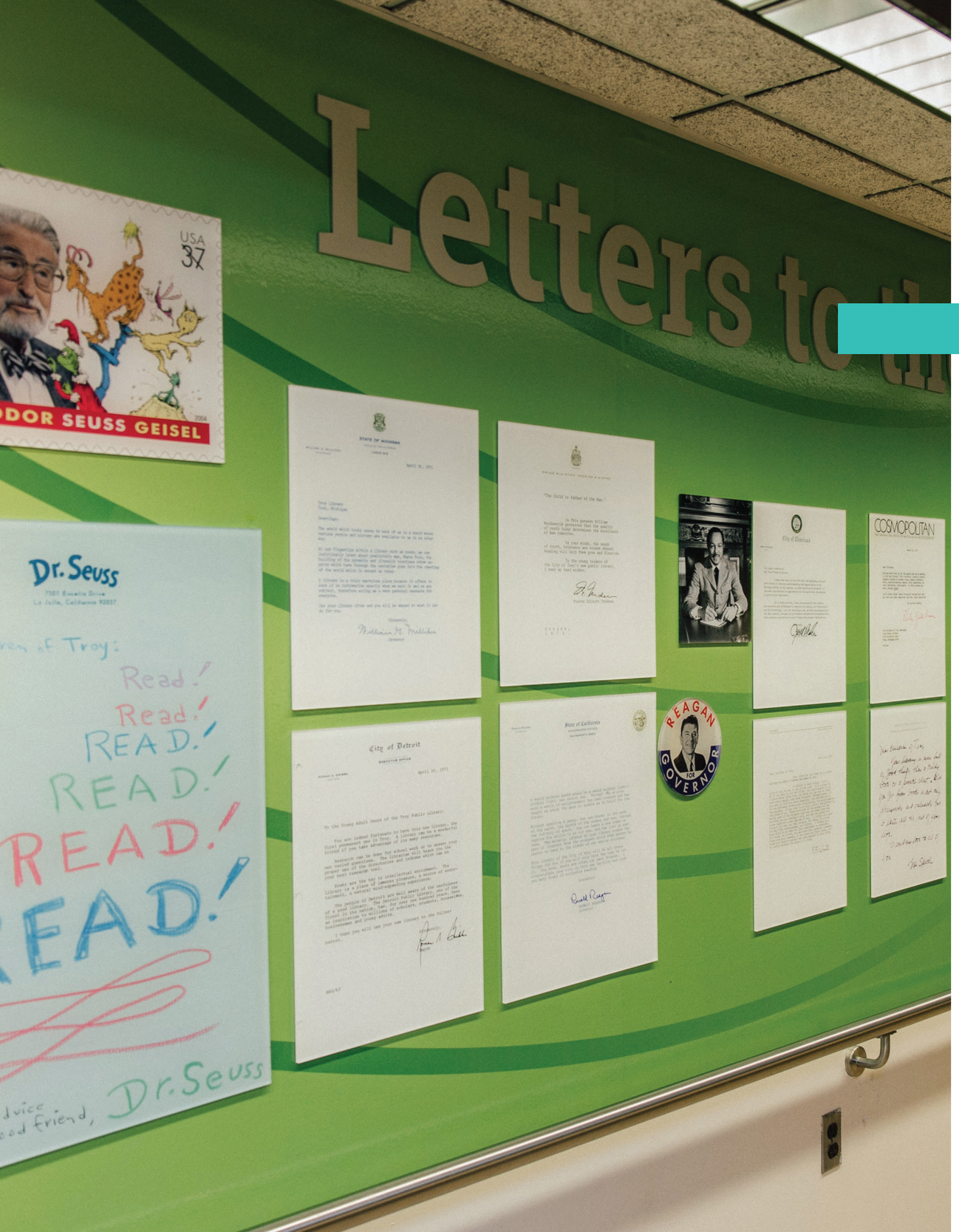
The information collected for the 2022-23 state report, as well as additional items of interest, is compiled into the attached report in a form that is presentable to the Council and the public.

TPL
troy public library

2023

Year in Review

JUL 2022–JUN 2023



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“We take pride in the significant increase in library visits, circulation of materials, and program attendance.”

Dear Library Patrons and Supporters,

Warm greetings! As we reflect on the year 2023, it is with immense pride and joy that we share the remarkable journey Troy Public Library has undertaken. Throughout the year, our library has been a hub of activity, welcoming hundreds of thousands of patrons and introducing new services that have enriched the community’s experience.

We take pride in the significant increase in library visits, circulation of materials, and program attendance, surpassing the achievements of the previous year. Behind the scenes, our dedicated staff is tirelessly working to enhance and expand our services to better serve the evolving needs of our community. As part of our commitment to continuous improvement, we have embarked on the deliberate process of strategic planning. This endeavor aims to establish both short- and long-term goals, laying the foundation for a vibrant and successful future for Troy Public Library.

I invite you to take a moment to relish the accomplishments of 2023 as we reflect on the collective achievements of our community’s library. Your continued support has been instrumental in the library’s success, and we are deeply grateful for the value you place on literacy and education.

As we look forward to the future with optimism and enthusiasm, I extend heartfelt thanks on behalf of Troy Public Library. Together, let us continue to foster a love for reading and create an even brighter next chapter for our beloved library.

Warm regards,

Emily Dumas
Library Director

At a Glance

Items Circulated
963,672

Patron Visits
298,132

Reference Questions
43,430

Items in Collection
336,791

Program Attendance
19,528

Cardholders
60,194

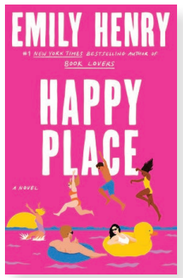
Database Uses
61,649

Homebound Deliveries
1,995

New Library Cards
6,276

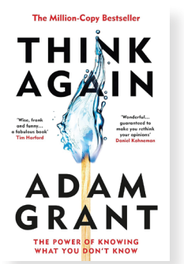
Top Circulated Materials

Books



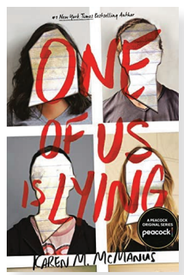
Adult Fiction

Adult Science Fiction

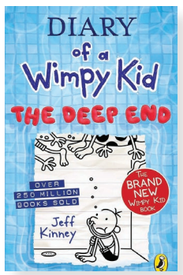


Adult Nonfiction

Biography

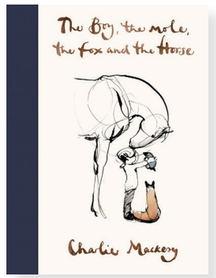


Teen Fiction



Youth Fiction

Graphic Novels & Anime

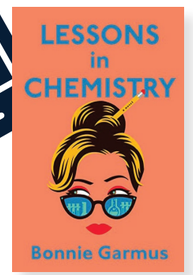


Adult

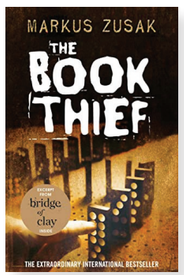
Teen

Youth

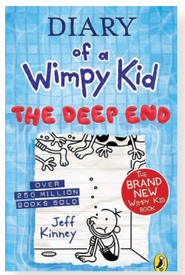
eBooks



Adult



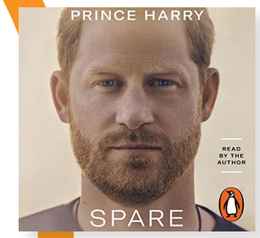
Teen



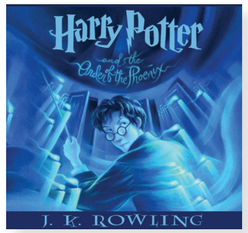
Youth

Top Circulated Materials

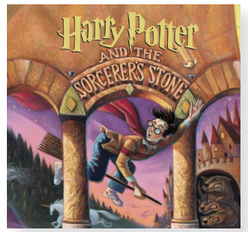
Audiobooks



Adult



Teen



Youth

Movies & TV

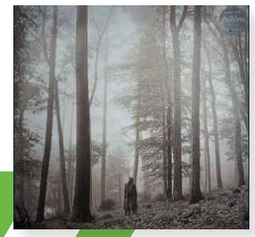
Adult DVD

Adult TV Series

Youth DVD

Music

#Swifties #SwiftieLife



“The staff at the Troy Public Library is always helpful.”

–Barbara B.
TPL Patron

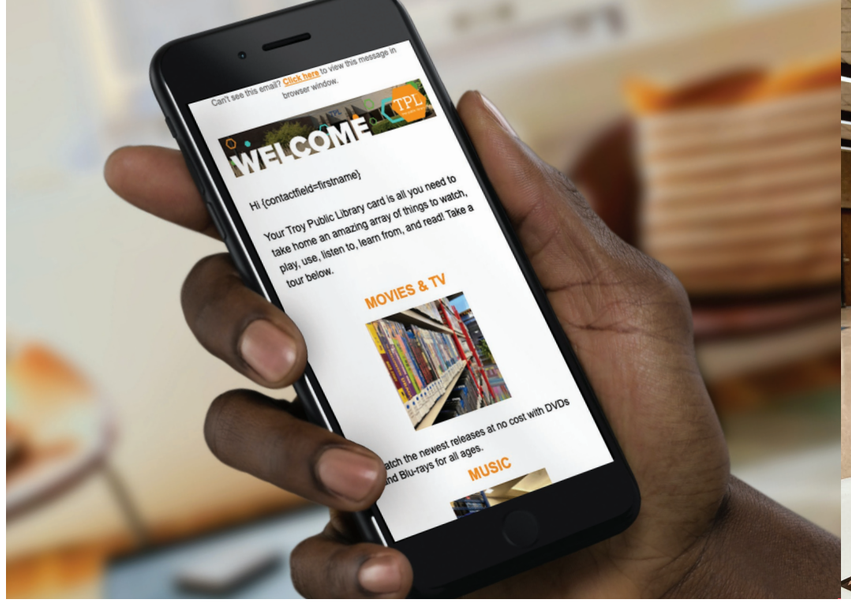
“I advise everyone who comes to a new country to go to some clubs at the library to meet people. Even if you’re always busy, you can find just an hour to come here to spend time with wonderful people.”

–Hanna Chaban
Humans of TPL Feature Story

“Looking for shelter in a strange city, I felt comfortable in the library full of books written in an unfamiliar language, English.”

–M.J. Lee
Humans of TPL Feature Story

- Local Author Fair
- Mailbox Mysteries: Story Subscription Boxes
- Little Free Library at Milverton Park
- Babytime Storytime
- Baby Play Sessions
- Imagination Station in Play Area
- LEGO/Magnatile Table in Play Area
- New Library Card Design & Distribution of Patron Designed Cards
- Healing Kits

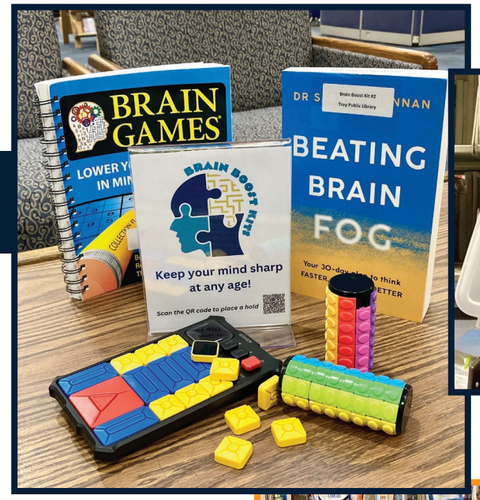


- 4-Part Automated Informational “Welcome to TPL” Email Campaign
- New TPL Email Platform & Design (Doubling Readership)
- Updated, Branded Welcome Packet for New Patrons

New Services

New Services

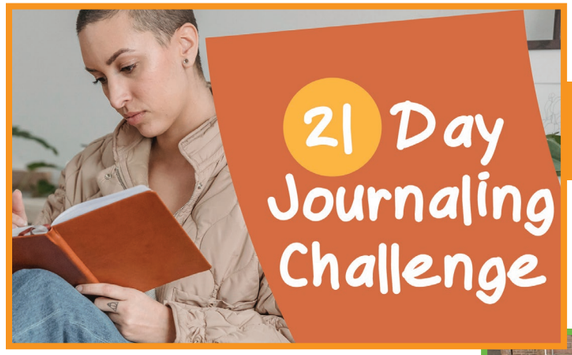
Brain Boost Kits



Vinyl Collection

Quiet Study Area

Summer Journaling Challenge

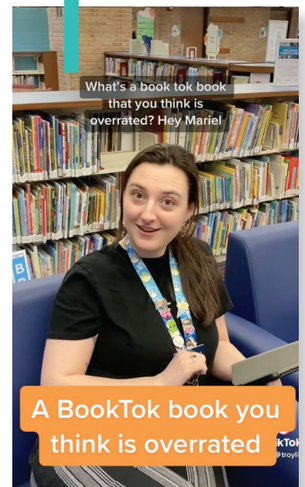


Seek & Find Station (Updated Monthly)

Social Media

TikTok

Total Followers: **1,591**
New Followers: **510**
Total Views: **175,928**
Most Watched Video Views: **24,300**

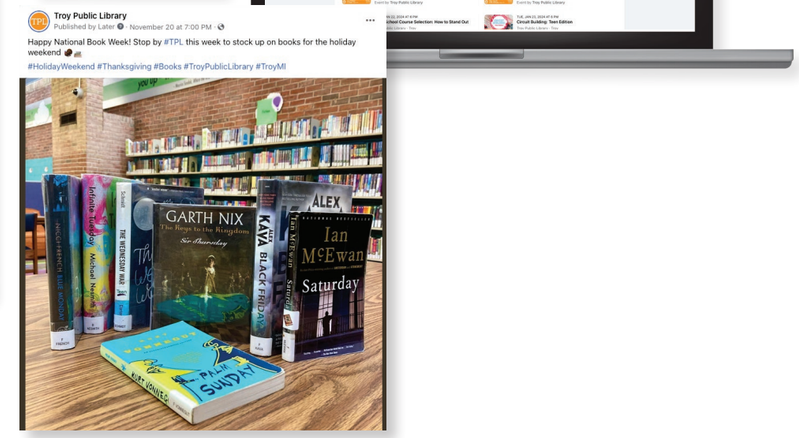


“Engage, enlighten, encourage and especially…just be yourself! Social media is a community effort, everyone is an asset.”

–Susan Cooper, Children’s Author

Instagram

Total Followers: **2,215**
New Followers: **422**
Total Reach in 2023: **10,898**
Total Engagement: **195,432**
Most Watched Video Views: **199,000**



Total Page Followers: **5,116**
New Followers: **320**
Total Reach in 2023: **126,807**
Total Engagement: **19,601**

Facebook

“As a graduating senior, I really hope I can keep giving back to the TPL in the future just as it gave me so many valuable experiences and taught me so many lessons.”

–Harini D.
Humans of TPL Feature Story

“Through TAB I’ve gotten to meet so many people, make friends, and become part of a great community!”

–Angela Z.
Humans of TPL Feature Story

“The library is without a doubt one of the finest and best-managed in the state.”

–M. McMurry
TPL Patron

Community Engagement

Humans of TPL

This year we launched Humans of TPL. Similar to Humans of New York this segment features the true stars of the Troy Public Library, our patrons. Those featured share their library stories and how it has improved their life and their community.

Bookmobile Coming Soon!

We are excited to announce that the Troy Public Library Bookmobile has been funded and approved. Set to tentatively launch in **June 2024**, the Bookmobile will expand our community outreach, and help bring library titles and resources to those who are homebound.

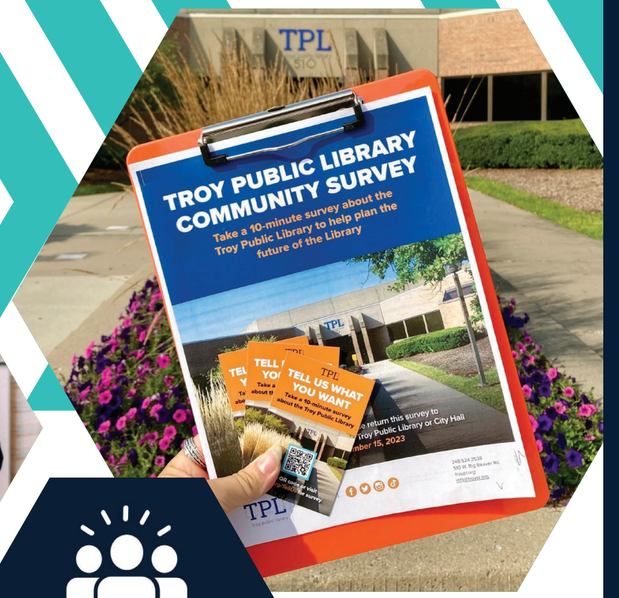
Community Engagement

Summer Library Program

With **1,700** patrons participating in the program and over **2,600** attendees at the launch party, the Troy community is passionate about reading!

Strategic Planning

In order to improve the library for staff and patrons, we launched a strategic planning process to learn what the diverse Troy population wants from their library. We received over **2,700** survey responses and met with various community members. The next step is working towards implementing requested improvements.



Join us for a community conversation on July 12

Budget

Expense Breakdown

TOTAL: $5,353,126

- Personnel & Benefits **$3,052,299**
- Operational Charges **$1,232,085**
- Collections **$595,069**
- Capital Projects **$321,116**
- Supplies **$152,557**

Revenue Breakdown

TOTAL: $6,509,569

- Property Tax **$6,185,677**
- Penal Fines **$117,093**
- State Grants & Mini Grants **$174,338**
- Private Contributions **$144,014**
- Other **$25,455**
- Interest & Rent **-$137,008**

Budget

The Friends of the Troy Public Library

The Friends of the Troy Public Library continue to support and promote the Troy Public Library through donations, volunteerism, fundraising, and advocacy. The programs you love at the library happen with the help of the Friends. We extend continuous gratitude to those who volunteer and work in their bookshop.

F·R·I·E·N·D·S
of the TROY PUBLIC LIBRARY

Bookshop Hours
Saturday 10 am–1 pm
Sunday 12 pm–4 pm

friendstpl.org

"I know first-hand just how generous, innovative and committed this organization is in its support of the outstanding services the library offers. In gratitude, my heartfelt thanks."

—Jim McClure
The Friends of the Troy Public Library
Testimonial

"The way that you all love the library so much you're willing to volunteer a ton of time and energy into supporting it...YOU'RE LITERALLY THE COOLEST PEOPLE EVER!"

—Sirisha B.
The Friends of the Troy Public Library
Testimonial

Thank You to our Patrons

At the end of the 2023 year, we would like to give a round of applause to our dedicated patrons. The library could not be what it is without you and your support. We plan to offer programs, a continuously expanding collection, and resources to support you, your family, and the Troy community. Thank you for supporting your local library!

“Books help us understand who we are and how we are to behave. They show us what community and friendship mean.”

–Anne Lamott, Author
Bird By Bird

d. But I'll tell you a secret.

an independent mind is not what it thinks, but how it thinks. – Christopher Hitchens

SMALLBONE
NIGHTMARES
THE VAMPIRE DO
THE TWILIGHT CU
THE PHANTOM HO
THE SHADOW HAN
YF SHEPHERD: BABYSITTING V.4
YF SHEPHERD: BABYSITTING V.3
YF SHEPHERD: BABYSITTING V.2
YF SHEPHERD: BABYSITTING V.1
TRUE HISTORY OF LYNDIE B.
YF SHEPHERD
YF SHELTON
JF SHELLEY
DOBRY

500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02b

CITY COUNCIL AGENDA ITEM

Date: January 11, 2024

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney
Julie Quinlan Dufrane, Assistant City Attorney
Nicole F. MacMillan, Assistant City Attorney

Subject: Fourth Quarter 2023 Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the FOURTH quarter of 2023 are in bold.**

A. ANATOMY OF THE CASE

Once a lawsuit has been filed against the City or City employees, the City Attorney's office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff's version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

B. ZONING CASES

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. Tollbrook, LLC v City of Troy - Tollbrook submitted an application for a rezoning of three parcels on McClure, from one family residential zoning to Big Beaver Form Based District zoning. This application was proposed as a straight rezoning request, and was denied by Troy City Council, consistent with the recommendation from the Planning Commission. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith.

Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase. The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are waiting for the Court to either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court. Discovery continues in this case. Discovery continues in this case and will close on July 17, 2023. Thereafter, the City plans to file a motion to dismiss. The City timely filed its motion for summary disposition, which is scheduled for argument on October 18, 2023. **In the interim, the Court ordered the parties to participate in a mandatory settlement conference, which was unsuccessful. The Court then granted the City's motion for summary disposition as to all of Plaintiff's remaining claims on October 25, 2023. Plaintiff subsequently filed a timely appeal to the Michigan Court of Appeals.**

2. Tollbrook West LLC. v City of Troy - Tollbrook West submitted an application to rezone two parcels located at 3109 Alpine and an adjacent vacant parcel from R-1B to Big Beaver District zoning. This straight rezoning application was denied by the Troy City Council on July 22, 2019, consistent with the Planning Commission recommendation. Plaintiff filed this Complaint, alleging substantive due process violations. Plaintiff filed it in Oakland County Circuit Court, and the City removed it to federal court, since the parties previously litigated a very similar case before Judge Goldsmith. Plaintiff then filed a motion to request a transfer of the case back to the Oakland County Circuit Court. This motion was briefed by the parties, and is pending. The motion is still under advisement. On March 5, 2021, Judge Goldsmith entered an Order, remanding the case to the Oakland County Circuit Court. Plaintiff submitted a proposed confidential settlement offer that was considered and rejected by City Council. The City subsequently filed a Motion for Consolidation and Request for Transfer which was denied by the Circuit Court. This case is now in the discovery phase**.** The City of Troy filed a motion to dismiss with oral argument scheduled for March 9, 2022. The Court adjourned oral argument on its own motion. The parties are

waiting for the Court to either reschedule argument or issue an opinion and order. The Court entered an Order reassigning this case to Judge Matis of the Oakland County Circuit Court. Plaintiff subsequently filed a motion objecting to the reassignment which will be argued on July 6, 2022. The Court also scheduled a pre-trial conference for the same date to discuss scheduling the City's outstanding Motion to Dismiss. At the pre-trial, Plaintiff's counsel asked the Court for permission to file a supplemental brief. The Court granted that request. Plaintiff then filed a brief which included some additional affidavits, and the City timely responded. The Court scheduled oral argument for October 12, 2022. The Court issued an opinion on December 13, 2022 granting in part and denying in part the City's Motion to Dismiss. The Court dismissed Plaintiff's Substantive Due Process claim, but ruled that Plaintiff's Takings Claim could proceed. The parties will engage in the discovery process pursuant to a scheduling order to be entered by the Court. Discovery continues in this case. Discovery continues in this case and will close on July 17, 2023. Thereafter, the City plans to file a motion to dismiss. The City timely filed its motion to dismiss, which is scheduled for oral argument on October 18, 2023. **In the interim, the Court ordered the parties to participate in a mandatory settlement conference, which was unsuccessful. The Court then granted the City's motion for summary disposition as to all of Plaintiff's remaining claims on October 25, 2023. Plaintiff subsequently filed a timely appeal to the Michigan Court of Appeals.**

C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

There are no pending eminent domain cases for this quarter.

D. CIVIL RIGHTS CASES

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. Gillman v. Troy et. al - Steven Gillman filed this lawsuit on November 29, 2021, as the Personal Representative of the Estate of Megan Miller. Ms. Miller died after being detained in the City's lock up facility on an alleged parole violation and also because Troy police officers wanted to speak with her about the death of her infant child. The Complaint alleges that while Miller was in custody, the City and its employee knew or should have known that she was suffering from a serious medical need associated with recent drug use. The Complaint alleges that the City and its employee were deliberately indifferent to Miller's serious medical needs, and that the City maintained an unconstitutional custom, policy, practice or custom and/or inadequately trained its personnel which resulted in the wrongful death of Miller while she was in the City's custody. Plaintiff's 42 U.S.C. Section 1983 claims are asserted under the Eighth

and Fourteenth Amendments of the United States Constitution. Plaintiff also asserts a state law claim against the individual employee for alleged gross negligence. The City timely filed its answer to the Complaint. The Court held a scheduling conference and the parties are engaging in the discovery process. The discovery process continues. Discovery continues. Plaintiff filed a Motion to Extend Discovery which was granted by the Court, so discovery continues and depositions have been scheduled. Discovery closed in this matter on February 10, 2023. The City timely filed its Motion for Summary Judgment on February 17, 2023. The parties are waiting for the Court to issue an opinion in this matter. The Court also issued a new scheduling order in this case moving trial to March of 2024. On July 25, 2023, Judge Goldsmith granted the City's Motion for Summary Judgment, but denied the individual Police Service Aid's motion. The Police Service Aide then timely filed an appeal of this decision with the Sixth Circuit Court of Appeals on August 21, 2023. **The Court issued a briefing schedule. Appellant's brief is due on November 1, 2023; Appellee's brief is due December 3, 2023.**

E. PERSONAL INJURY AND DAMAGE CASES

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. Tschirhart v. Troy - Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was a swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to property screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. Oral argument was held on December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that

summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint. Plaintiff filed an application for leave to appeal with the Michigan Supreme Court. The parties anticipate that oral argument will be scheduled for March or April 2021. The Michigan Supreme Court did not schedule this matter for its March, April, or May docket, so the parties are hoping that oral argument on the application will happen in June 2021. The parties are still waiting for the Michigan Supreme Court to schedule oral argument in this matter. The Michigan Supreme Court scheduled oral arguments for November 9. The Supreme Court issued its opinion, remanding this case back to the Oakland County Circuit Court for a decision consistent with part of the Court of Appeals' decision. Plaintiff filed a motion in Oakland County Circuit Court to lift the stay entered in this matter which was granted by the Court on March 23, 2022. Subsequently, Plaintiff filed a motion seeking leave to file an amended Complaint in this matter. The City filed a motion opposing this request. The Court will hear oral argument on this motion on April 20, 2022. On April 20, 2022, the Court denied plaintiff's motion seeking leave to amend the Complaint, dismissing the case. Plaintiff filed an appeal of this decision. Plaintiff filed a motion to extend the time for filing the brief on appeal with the Court of Appeals, and then timely filed her appellate brief on September 23, 2022. The City will file a timely Brief on Appeal. The City timely filed its Brief on Appeal, and the parties are waiting for the Court of Appeals to schedule oral argument. The Court of Appeals scheduled oral argument for May 2, 2023. The Court of Appeals reversed the lower court's decision and remanded the case to the Oakland County Circuit Court to permit Plaintiff to file an Amended Complaint**.** On July 27, 2023, Plaintiff filed a Motion to Lift the Stay in the case. Plaintiff then filed another amended complaint on September 28, 2023. **The Court re-opened the case, but there has been a delay in entering the Court order memorializing this action.**

2. Angela Blanchard v. City of Troy, et al. – Plaintiff filed a lawsuit against the City and an individual police officer, alleging that she sustained injuries from an automobile accident. The officer driving approximately 10 mph through the intersection crossing Big Beaver Road, in pursuit of another speeding vehicle. Although he activated his overhead lights, there was a collision with Plaintiff's vehicle. Plaintiff alleges negligence and gross negligence, and damages in excess of $25,000. The case is assigned to Oakland County Circuit Court Judge Jeffrey S. Matis. The City timely filed its answer to the complaint and asserted affirmative defenses. The parties are currently engaged in discovery. The City filed a motion for summary disposition, which is scheduled for a hearing in November. The parties participated in mandatory case evaluation, as well. **The City accepted the case evaluation award of $30,000, but Plaintiff rejected it by not timely filing a response. Prior to the City's motion for summary disposition being heard, the parties negotiated a settlement offer for less than the case evaluation award, which will be presented to City Council on January 8, 2024.**

F. MISCELLANEOUS CASES

1. Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy - The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan's Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not "reasonably related to the cost of building department services," as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any "surplus" building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant's brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City's favor and affirming the Circuit Court's decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy's response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court

also permitted the parties to submit supplemental briefs, which are due October 29, 2014**.** The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the Michigan Municipal League Legal Defense Fund, Public Corporations Section of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled**.** The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a

motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11. 2019, the Michigan Supreme Court entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion of the fees. The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests. The Plaintiffs sought additional discovery, which the City objected to. The Plaintiffs then filed a motion to compel additional discovery and the City filed a response to the motion. The parties resolved the motion without a hearing with a stipulated order in which the City agreed to provide some additional information, which has now been provided. The Plaintiffs have now indicated they would like to take some depositions. Because of the Emergency Declaration, and the difficulty in conducting depositions, Plaintiff filed a motion to extend the discovery deadline, and the City has not objected to this Motion. The Court has scheduled a new trial date. Plaintiffs filed a motion for summary disposition. The Court issued a scheduling order, requiring the City to respond on or before November 18, 2020, and scheduling the hearing for December 2. Oral argument was held on the summary disposition motion on December 2nd. We are awaiting a decision from the Court. The Court granted Plaintiffs' motion to file supplemental information. Plaintiffs then filed a supplementary brief, and the City filed its response. We are awaiting a decision by the Court on the summary disposition motion. On May 26, 2021, the Court entered its opinion and order denying both requests for summary disposition. The Court ruled that the Michigan Association of Home Builders had standing to pursue a claim under the Headlee Amendment but it dismissed the Headlee Amendment claims of Associated Builders and Contractors of Michigan and Michigan Plumbing and Mechanical Contractors Association on the basis those Plaintiffs did not establish standing. The case will now proceed to trial unless otherwise resolved through facilitation. The Court has scheduled a status conference for June 30th. The Court ordered facilitation, which was unsuccessfully accomplished on September 15, 2021. The Court also allowed the Plaintiff to take a late deposition of the City's Chief Financial Officer Rob Maleszyk, who was not employed during by the City prior to the discovery cut-off date. The case will now proceed to trial, and the Court has scheduled a status conference for October 19, 2021. The Court adjourned the status conference to November 2, 2021 and subsequently adjourned it to January 14, 2022. The case was re-assigned to visiting Judge Sosnick since Judge Kumar was appointed to serve as a Judge in Federal Court. The status conference was then adjourned to March 1,

2022. However, the case was then re-assigned to the newly appointed Judge Cohen and the status conference was rescheduled for April 5, 2022. On April 5, 2022, Judge Cohen held a status conference, and he scheduled trial for August 2, 2022. The trial commenced on August 2, 2022 and the testimony was concluded on August 3, 2022. Rather than hear closing arguments, the Court directed the parties to submit closing argument briefs within two weeks after a transcript of the testimony is prepared. The Court reporter has notified the parties the transcript will not be available until late October, 2022. The transcript of the trial was filed with the Court, and the parties were then required to simultaneously file written closing arguments, which were timely filed. Afterwards, the City filed a motion asking for permission to file a supplemental response to Plaintiff's closing argument and the Plaintiff opposed that motion. On November 30th, Judge Cohen granted the City's motion, and allowed Plaintiff to file a supplemental response too, and these were timely filed. We are now awaiting a decision from the Court. On February 2, 2023, Judge Cohen issued his opinion and order after bench trial. He found in favor of the Plaintiff on its Construction Code claim and enjoined the City from considering the work of non-building department employees in the calculation of building department expenses when determining what to charge for building permits. However, the Court ruled in favor of the City on Plaintiff's Headlee Amendment claim and ruled the Plaintiff did not establish standing and dismissed that claim. Plaintiff then filed a motion to amend the judgment or for a new trial, and the City responded. The trial Court denied Plaintiff's motion. On March 2, 2023, Plaintiff filed a claim of Appeal in the Michigan Court of Appeals appealing Judge Cohen's decision to dismiss Plaintiff's Headlee Amendment Claim and his denial of the motion to amend judgment. On March 9, 2023, the City filed a Claim of Cross Appeal appealing the previous decision of Judge Kumar denying the City's request for summary disposition and Judge Cohen's decision finding in favor of Plaintiff on the Construction Code claim. On July 3, 2023, the City filed its Brief on Cross Appeal. On July 28, 2023, the Plaintiff filed its Appellate Brief. On August 2, 2023, the Plaintiff filed its Brief in Response to the City's Cross Appeal. On August 23, 2023, the City filed its Reply to Plaintiff's Response to the City's Cross Appeal. The City filed is Appellee Brief on September 1, 2023 and Plaintiff filed its Reply on September 15, 2023. The parties are now waiting for the Court of Appeals to schedule oral argument. **The parties are still waiting for the Court to schedule oral argument.**

2. <u>R.W. Development, LLC and Stutz Investment v. City of Troy, et al.</u> – Plaintiff R W Development filed this re-plat lawsuit in Oakland County Circuit Court, and it has been assigned to Judge Daniel P. O'Brien. As required by State Law, all parties with property interests within 300 feet of the proposed re-plated area are required to be named as defendants unless they provide written consent to the requested re-plat. Plaintiff is proposing new development at 1700 Stutz, in the City of Troy. The proposed re-plat seeks to vacate an easement for public utilities and vehicular access over the most westerly 40 feet and northerly 50 feet of the property. The vacation is necessary in order for Plaintiff to proceed with its proposed development. Plaintiff has been obtaining consents to the plat revision from some of the co-defendants, and the City Council will be asked to take action in January 2023 on the requested re-plat and vacation of the public utility easement. Plaintiff has experienced some

delays in seeking relief from the State of Michigan. On May 3, 2023, the Court entered an order vacating the easement and dismissing the City of Troy only. The case is proceeding with the other defendants. **The Court entered a final order on October 27, 2023 disposing of all claims. This case is now concluded.**

3. West Maple Realty v. CE Gleeson- This case was filed in Oakland County Circuit Court and assigned to Judge Warren. Plaintiff owns property located at 2565 and 2585 W. Maple Road, in the City of Troy. Co-Defendant Troy Senior Leasing owns the property to the west of Plaintiff's property, at 2785 W. Maple Road. In 2021, the City approved the plans submitted by Troy Senior Leasing for senior citizen apartments to be built on the property. Troy Senior Leasing hired Defendant C.E. Gleeson Constructors to build the apartments. Plaintiff's lawsuit alleges that CE Gleeson and Troy Senior Leasing changed the grade of the property at 2785 W. Maple Road, causing water to flow onto Plaintiff's property, resulting in damage. Specifically, Plaintiff filed this trespass claim for water damage that occurred on/about August 25, 2023. Plaintiff's Complaint is requesting the Court to require Troy Senior Leasing and C.E. Gleeson Constructors to take steps to prevent further flooding to Plaintiff's property. Plaintiff is also asking for an order preventing the City from issuing a certificate of occupancy. The City timely filed an answer to the Complaint, and will now begin engaging in discovery. **At the Court's urging, the parties agreed to facilitation on January 23, 2024. In the interim, the City issued a temporary certificate of occupancy to Troy Senior Leasing. Additionally, Troy Senior Leasing filed a motion for summary disposition arguing that the previous lawsuit between the parties precluded this lawsuit, and Plaintiff filed a response. The City was not a party in the previous lawsuit. The Court has not yet set a hearing date on the motion.**

4. **Kubisz v City of Troy- This is a claim and delivery action seeking the return of three handguns and a knife that that were confiscated when Plaintiff was arrested for operating a vehicle while intoxicated and carrying a concealed pistol while intoxicated. The City filed an answer to the complaint, and an answer to Plaintiff's motion seeking immediate possession of the firearm. On November 8, 2023 assigned 52-4 District Judge Maureen M. McGinnis Court adjourned the hearing 30 days to allow the parties to negotiate a possible resolution. On November 30, 2023, the Court entered an order allowing the firearms and other property to be returned to a third party. This case is now concluded.**

G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS

These are cases involving an appeal from a decision of the 52-4 District Court in a misdemeanor ordinance prosecution case.

1. People of the City of Troy v Theodore Joseph Pierfelice. The Defendant Theodore Joseph Pierfelice was charged with domestic assault and battery. The case proceeded to jury trial and he was found guilty on June 26, 2023. Defendant was sentenced to 93 days in jail on July 25, 2023. Defendant requested court appointed counsel for an appeal on July 25,

2023 and the Oakland County Indigent Defense Services Office (IDSO) appointed an attorney to represent him on appeal. A claim of Appeal was filed in the Oakland County Circuit Court on August 17, 2023, and the appeal was assigned to Judge Daniel P. O'Brien. The City Attorney's Office has filed an appearance. On September 27, 2023, the Defendant timely filed his Brief on Appeal. The City's brief is due October 19, 2023. Oral argument is scheduled for October 25, 2023. **The City timely filed its Appellee Brief on October 19, 2023. The Court adjourned the hearing to allow for Appellant to respond, and to facilitate the 52-4 District Court's submission of the entire record. At the oral argument on December 20, 2023, Defendant argued that his criminal conviction should have been reversed because the Court should not have allowed certain statements made by the victim to be admitted at trial. He also argued that the trial defense attorney was ineffective for failing to request a specific jury instruction concerning the victim as a missing witness. Judge O'Brien affirmed the trial court's decision admitting the victim's statements, but remanded the case back to allow the trial court judge to determine if the defendant's trial attorney was ineffective.**

2. **People of the City of Troy v Arthur Dore. The Defendant, Arthur Dore, is charged with Operating While Intoxicated (OWI). Defendant filed a motion to suppress and dismiss challenging the constitutionality of the traffic stop that was initiated by a Troy police officer. The District Court granted Defendant's motion, essentially requiring a dismissal of the criminal charges. The City timely filed an appeal of this ruling to the Oakland County Circuit Court.**

H. ADMINISTRATIVE PROCEEDINGS

The City Attorney's Office is working with the City Assessor in the following Tax Tribunal cases, where Property owners challenge the City Assessor's property valuation determinations or other determinations.

2022 CASES

Easton Investments, LLC, Case No. 22-001643

City timely filed an Answer and Affirmative Defenses. City also timely filed a prehearing statement and valuation disclosure. Petitioner also filed a Motion to consolidate the 2022 and 2023 Tax Years. The Tax Tribunal has scheduled a prehearing conference for October 16, 2023. **On November 2, 2023, the Tribunal entered an order dismissing the case, upholding the City's assessment.**

JC Penney (CTL Propco I LLC), Case No. 22-000353

City timely filed an Answer and Affirmative Defenses, as well as a Prehearing Statement and Valuation Disclosure. City also filed responses to motions filed by Petitioner. The parties have also participated in three pre-hearing conferences to date. The Tribunal has scheduled this for hearing starting May 6, 2024. **One of the issues in this case is the uncapping of Property. Petitioner**

was contemplating a motion on this issue, but is not pursuing this because the values in its appraisal are similar to the amounts as capped. The City is preparing its case for hearing.

Woodbridge v. Troy- Case No. 22-001463

City timely filed its answer to the petition. The parties engaged in discovery. City timely submitted its prehearing statement and valuation disclosure. **The Tribunal held a prehearing conference and scheduled this case for hearing, starting February 22, 2024.**

2023 CASES

Office Ventures Troy I LLC, Case No. 23-000537

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation discovery are due January 3, 2024. The City submitted discovery to Petitioner. **The City timely filed its prehearing statement and valuation disclosure on December 28, 2023.**

OVT Wilshire Owner LLC, Case No. 23-000536

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation discovery are due January 3, 2024. The City submitted discovery to Petitioner. **The City timely filed its prehearing statement and valuation disclosure on December 28, 2023.**

Liberty Investments I LLC, Case No. 23-000697

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation discovery are due February 5, 2024. The parties will commence the discovery process. **The City is preparing the prehearing statement and valuation disclosure for timely submission.**

Saks Troy, LLC. Case No. 23-000835

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The Tribunal granted an extension of time. The prehearing statement and valuation disclosure are now due May 7, 2024.**

JC Penney (CTL Propco I LLC), Case No. 23-000917

The City timely filed its answer and affirmative defenses on July 14, 2023. The parties will commence the discovery process. **The Tribunal has held this case in abeyance pending a decision on the 2022 Tax Tribunal matter between the parties.**

Somerset Inn, LLC, Case No. 23-001014

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The City is responding to the Petitioner's formal discovery request, and Petitioner has provided information requested by the City. The prehearing statement and valuation disclosure are due April 19, 2024.**

Long Lake 2 LLC, Case No. 23-001209

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation discovery are due January 18, 2024. The parties will commence the discovery process. **The Tribunal granted an extension of time. The valuation disclosure and prehearing statement are now due April 19, 2024.**

Long Lake 2 LLC, Case No. 23-001212

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation discovery are due January 3, 2024. The parties will commence the discovery process. **The Tribunal granted an extension of time. The valuation disclosure and prehearing statement are now due April 19, 2024.**

1330 Coolidge Ventures, Case No. 23-001233

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The parties have exchanged some information, and submitted a joint motion to extend deadlines.**

Troy KS Development LLC, Case No. 23-001272

The City timely filed its answer and affirmative defenses on July 18, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due March 19, 2024.**

Troy KS Development LLC, Case No. 23-001274

The City timely filed its answer and affirmative defenses on July 18, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due March 19, 2024.**

Troy KS Development LLC, Case No. 23-001276

The City timely filed its answer and affirmative defenses on July 18, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due March 19, 2024.**

Troy KS Development LLC, Case No. 23-001277

The City timely filed its answer and affirmative defenses on July 18, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due March 19, 2024.**

Warrior Baseball Complex, Case No. 23-001282

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The Tribunal granted an extension of time. The prehearing statement and valuation disclosure are now due May 7, 2024.**

MT Troy Associates LLC, Case No. 23-001353

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due on February 5, 2024.**

Troy Crossing LLC, Case No. 23-001405

The City timely filed its answer and affirmative defenses on July 18, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due April 4, 2024.**

Flagstar Bank FSB, Case No. 23-001461

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The City's prehearing statement and valuation disclosure are due March 19, 2024.**

Troy 500 Stephenson, Case No. 23-001505

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024.**

Troy 750 Stephenson, Case No. 23-001512

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024.**

501 Stephenson, Case No. 23-001514

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The parties have exchanged some information, and submitted a joint motion to extend deadlines.**

Pentacentre, LLC, Case No. 23-001517

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024.**

BBS Maple Research, Case No. 23-001544

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The Tribunal granted the parties' motion for an extension of deadlines. The prehearing statement and valuation disclosure are now due on June 4, 2024.**

BBS Maple Research, Case No. 23-001546

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The Tribunal granted the parties' motion for an extension of deadlines. The prehearing statement and valuation disclosure are now due on June 4, 2024.**

BBS Maple Research, Case No. 23-001547

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The Tribunal granted the parties' motion for an extension of deadlines. The prehearing statement and valuation disclosure are now due on June 4, 2024.**

BBS Maple Research, Case No. 23-001548

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The Tribunal granted the parties' motion for an extension of deadlines. The prehearing statement and valuation disclosure are now due on June 4, 2024.**

Troy Portfolio LLC, Case No. 23-001549

The City timely filed its answer and affirmative defenses on July 14, 2023. The parties will commence the discovery process. **The Tribunal granted an extension of time. The prehearing statement and valuation disclosure are now due June 4, 2024.**

Timberland 5455, Case No. 23-001670

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The City has been provided with some requested information. The prehearing statement and valuation disclosure are due June 4, 2024.**

Integris Ventures-TCC DE LLC, Case No. 23-001671

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The City's prehearing statement and valuation disclosure are due on April 19, 2024.**

Troy Beaver Realty, Case No. 23-001745

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024.**

Troy Lodging LLC, Case No. 23-001831

The City timely filed its answer and affirmative defenses on July 20, 2023. The parties will commence the discovery process. **The prehearing statement and the valuation disclosure are due June 20, 2024.**

2075 Associates Limited Partnership, Case No. 23-001835

The City timely filed its answer and affirmative defenses. The prehearing statement and valuation disclosure is due February 5, 2024. The parties will commence the discovery process. **The City is preparing its prehearing statement and valuation disclosure for timely submission.**

Nemer Troy, et al., Case No. 23-001877

The City timely filed its answer and affirmative defenses on July 14, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024, and the prehearing conference scheduled for the docket starting October 16, 2024.**

Nemer Troy, et al., Case No. 23-001880

The City timely filed its answer and affirmative defenses on July 14, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due June 20, 2024, and the prehearing conference scheduled for the docket starting October 16, 2024.**

SCA-100, Case No. 23-001883

Petitioner submitted its appeal on May 31, 2023. **The Tribunal entered an order, finding Petitioner in default. Petitioner failed to correct its petition deficiencies, and the case was dismissed on November 27, 2023.**

Universal Property TMP LLC, Case No. 23-002023

The City timely filed its answer and affirmative defenses on August 2, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due July 5, 2024.**

Ubiquity Holdings LLC, Case No. 23-002072

The City timely filed its answer and affirmative defenses on July 14, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due April 19, 2024.**

Shankar Real Estate Holdings LLC, Case No. 23-002088

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due February 5, 2024.**

Woodbridge Sales & Engineering, Inc., Case No. 23-002102

The City timely filed its answer and affirmative defenses. The parties will commence the discovery process. **The prehearing statement and the valuation disclosure are due June 4, 2024.**

Quality Behavioral Health, Case No. 23-002182

The Tribunal dismissed the Petitioner's first two petitions for defects, but accepted the third petition, even though it also was defective. The City timely filed its answer and affirmative defenses on November 13, 2023. The Tribunal scheduled a status conference for January 11, 2024.

Noor International Academy, Case No. 23-002393

The City timely filed its answer and affirmative defenses on October 17, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due July 5, 2024. The parties are preparing motions for summary disposition, based on the tax exemption dispute between the parties.**

Troy Westington, Case No. 23-002586

The City timely filed its Answer and Affirmative Defenses. **The Prehearing Statement and Valuation Disclosure are due July 5, 2024.**

Penske Vehicle Service Inc, Case No. 23-002615

The City timely filed its answer and affirmative defenses on August 3, 2023. The parties will commence the discovery process. **The prehearing statement and valuation disclosure are due July 5, 2024.**

Akm Hasan, Case No. 23-002734

Petitioner was defaulted in this case, but the Tribunal entered an order reinstating the case on November 30, 2023.

If you have any questions concerning these cases, please let us know.

O-03a

Dear Friends,

Thank you for the exceptional e-mail that you sent to me (on a mailing list, at **email address redacted**) this morning, January 10, 2024, at around 7:30 A.M. (Please see below)

Everything about the e-mail — from the textual content, to the graphic design, to the photography, to, and including, the intended purpose, is truly exceptional. Everyone connected to the conception, and, to the creation of this e-mail is to be commended for such a superior effort, and end production.

I have been a Troy resident, living in a house built around the same time as the library, and have used the library since the late 1970's — as did our children while growing up, and at home. The Troy Library is superior in every way, as it has been since I first moved to Troy in 1978.

Bottom line, each of you has done, and continues to do, exceptional work. The Library is, and has been, a most wonderful resource for our vibrant community, even during the years when our children were still studying in the Troy schools.

Many thanks to each of you for all of the truly wonderful work over these many years.

Cordially,

Dennis G. Bonucchi

P.S. I hope to visit the library today!!!

O-03b

Beth L Tashnick

Subject: FW: Cindy Stewart

From: Marty Contana
Sent: Friday, January 19, 2024 1:33 PM
To: City Manager External Contact
Subject: Cindy Stewart
Hello Mr Mark Miller,

I was having some problems with my mail and didn't know who to contact for help. The receptionist at City Hall connected me to Cindy. Cindy went out of her way to help me, even though my problem was out of her jurisdiction!

I just wanted to let you know about Cindy's excellent efforts to help me.

Best Regards,

Murty Kompella

O-05

CITY MANAGER
CITY OF TROY, OAKLAND COUNTY
500 W. BIG BEAVER ROAD
TROY, MI 48084

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
DTE GAS COMPANY
CASE NO. U-21291

- DTE Gas Company requests Michigan Public Service Commission for authority to increase its rates, amend its rate schedules and rules governing the distribution and supply of natural gas, and for miscellaneous accounting authority.

- The information below describes how a person may participate in this case.

- You may call or write DTE Gas Company, One Energy Plaza, Detroit, MI 48226, 800-477-4747 for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company or on the Commission's website at: michigan.gov/mpscedockets.

- A pre-hearing will be held:

DATE/TIME:	**Monday, February 5, 2024 at 10:00 AM**
BEFORE:	**Administrative Law Judge Jonathan F. Thoits**
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 mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) January 8, 2024 application requesting the Commission to: 1) approve its application for authority to increase its rates, amend its rate schedules and rules governing the distribution and supply of natural gas, and for miscellaneous accounting authority; 2) approve additional annual revenues of approximately $266 million based upon an October 1, 2024 through September 30, 2025 test year with new rates effective as soon as possible on or after October 1, 2024; 3) approve the recovery of DTE Gas's proposed new rates effective no later than October 1, 2024, in the manner as proposed by DTE Gas, in which based upon the $266 million request, a typical residential customer's average natural gas distribution bill may increase by about $7 per month including infrastructure recovery mechanism (IRM) charges; 4) determine that DTE Gas has satisfied all of the directives of the Commission Order in Case No. U-20940, which were required components of DTE Gas's subsequent general rate cases; 5) approve DTE Gas's recovery of the requested infrastructure related capital and the associated infrastructure recovery mechanism; 6) approve DTE Gas's capital structure and return on investment; 7) approve the recovery of DTE Gas's projected Manufactured Gas Plant expenses; 8) approve the continuation of DTE Gas's Shared Asset Deferral Mechanism and DTE Gas's proposal to amend certain customer rate schedules and proposed tariff changes; 9) authorize DTE Gas the implementation or continuation of the miscellaneous accounting changes as proposed; and 10) grant any other and further relief as proposed by DTE Gas as the Commission deems 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 January 29, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, 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-21291**. 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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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.

O-06

CITY MANAGER
CITY OF TROY, OAKLAND COUNTY
500 W. BIG BEAVER ROAD
TROY, MI 48084

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
DTE GAS COMPANY
CASE NO. U-21439

- DTE Gas Company requests Michigan Public Service Commission for approval of a gas cost recovery plan and recovery factors for the 12 months ending March 31, 2025.

- The information below describes how a person may participate in this case.

- You may call or write DTE Gas Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Gas Company or on the Commission's website at: michigan.gov/mpscedockets.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, February 8, 2024 at 10:00 AM**
BEFORE:	**Administrative Law Judge Lesley C. Fairrow**
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 mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's December 21, 2023 application requesting the Commission to: 1) Commence a review of its a gas supply and costs included in DTE Gas's Gas Cost Recovery (GCR) Plan as proposed; 2) approve a maximum base gas cost recovery factor of $3.77 per Mcf that can be adjusted to a new maximum GCR rate by the monthly NYMEX-based contingency factor matrix, to be reflected in DTE Gas's monthly gas customer billings beginning April 1, 2024, and continuing through March 31, 2025, and further approves a SOLR Reservation Charge of an additional $0.35 per Mcf that is billed to GCR customers while the Reservation Charge billed to Gas Cost Choice customers will be $0.24 per Mcf; 3) determine that DTE Gas's 5-Year (April 2024–March 2029) Forecast of Gas Requirements, Supplies and Costs, and Gas Supply Plan does not include any cost items that the Commission would be unlikely to permit DTE Gas to recover in the future; and 4) Grant such other and further relief as the Commission may find 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 February 1, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, DTE Gas Company, 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-21439**. 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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 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.; 1982 PA 304, as amended, MCL 460.6h 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.