



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: August 4, 2025



To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Brian Goul, Recreation Director
Dennis Trantham, Deputy Public Works Director
Kurt Bovensiep, Public Works Director

Subject: Approval of Oakland County Parks Grant and Budget Amendment for Boulan Park's Inclusive Play Area (Introduced by: Kurt Bovensiep, Public Works Director)

History

City Administration has been actively looking for different funding opportunities after the Troy City Council approved the expenditures through the Community Development Block Grant (CDBG) to begin construction on the inclusive play area at Boulan Park (RESOLUTION #2025-04-056). The proposed improvements were divided into seven (7) phases that included the replacement of the existing play structures, pathways, fencing, landscaping, and a comfort station.

Oakland County residents approved a millage for Oakland County Parks in 2024, which will provide the necessary funding to meet several of its goals. At the center point of its plan is embracing the challenge of serving all of Oakland County and creating spaces welcoming for people of all ages and abilities. Their primary method to achieve this goal is by entering into partnerships with local governments and other agencies. Troy is Oakland County's most populated city and the largest contributor of tax revenues. Turtle Woods is set to be Oakland County's first county park in Troy in the next few years and Oakland County Parks wanted to expand its partnership by financially supporting the next phase of the inclusive play area.

Although Oakland County Parks typically allocates \$1 million a year for local capital project support. This year they are dedicating \$750,000 to fill gap funding for the major Clinton River Trail washout restoration in Rochester and the remaining \$250,000 to the inclusive play area. They have shifted away from a competitive grant submittal process to a more strategic approach of offering larger grants that effectively address their goals.

The \$250,000 grant will fund Phase 2 of the inclusive play area, which will include pathways, fencing, and a picnic area within the space. This will prepare us well for Phase 3, which will replace the second play structure at an estimated cost of \$500,000.



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Financial

The Oakland County Parks Grant is a reimbursement grant. Since this was not anticipated while preparing the current budget, an amendment to the Capital Fund Revenue account 401.000.584.100 and the Capital Fund Expenditure account 401.770.771.974.1000 for \$250,000 is necessary. The award for construction for Phase 2 will be presented to City Council for consideration later this fall.

Recommendation

City Management recommends approval of the Oakland County Parks grant agreement for \$250,000 toward the inclusive play area at Boulton Park and further recommends a Budget Amendment to the Capital Fund Revenue and Expenditure accounts for \$250,000.

Legal Review

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

**COUNTY OF OAKLAND—PARK DEVELOPMENT AGREEMENT
TROY – INCLUSIVE PLAYGROUND AT BOULAN PARK**

This Agreement is between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission (“OCPRC”) and the City of Troy, 4693 Rochester Road, Troy, MI 48085 (“Grantee”).

The purpose of this Agreement is to provide funding to Grantee in exchange for the work to be performed by Grantee for the below named project. The Parties agree to the terms and conditions set forth in this Agreement.

Project Title (“Project”): Inclusive Playground at Boulan Park

Project Number: 25-02

Grant Amount (“Grant Amount”): Two Hundred and Fifty Thousand Dollars **(\$250,000)**

Grantee Match Amount (“Match Amount”): Six Hundred Thirty-Two Thousand Six Hundred and Eight Dollars **(\$632,608)**

Total Project Amount: Eight Hundred Eighty-Two Thousand Six Hundred and Eight Dollars **(\$882,608)**

Start Date: Effective Date—the date the last Party to this Agreement signs the Agreement

End Date: Three years after the date the last Party to this Agreement signs the Agreement

By signing this Agreement, the below individuals certify they are authorized to sign this Agreement on behalf of their organizations and the Parties will fulfill the terms of this Agreement, including any attached Exhibits.

Grantee:

Name: Ethan Baker, Mayor	Date
City of Troy	

Name: Aileen Dickson, Clerk	Date
City of Troy	

County of Oakland:

Name: David T. Woodward, Chairperson	Date
Oakland County Board of Commissioners	

Oakland County Parks and Recreation Commission:

Name: Ebony Bagley, Chairperson	Date
Oakland County Parks and Recreation Commission	

1. **Agreement Execution.** Grantee is required to sign the Agreement and return it to the contact person listed in Section 2 within sixty (60) calendar days of the date the Agreement is issued to Grantee. If not, the OCPRC Chairperson may cancel this Agreement and the monies allocated under this Agreement may be issued to another entity, in the County's sole discretion. This Agreement is not effective until both Parties sign the Agreement. The "Effective Date" shall be the date the last Party signs the Agreement.
2. **Contact Information.** This Agreement shall be administered on behalf of the County by the Planning Unit of the OCPRC. All notices, reports, documents, requests, actions, or other communications required between the OCPRC and Grantee shall be in writing and submitted to the contacts identified below. By written notice, the Parties may designate a different contact with correlating information.
 - 2.1. **Grantee Contact**
 - 2.1.1. Organization: City of Troy
 - 2.1.2. Name/Title: Kurt Bovensiep
 - 2.1.3. Address: 4693 Rochester Road, Troy, MI 48085
 - 2.1.4. Telephone Number: 248-524-3489
 - 2.1.5. E-Mail Address: k.bovensiep@troymi.gov
 - 2.2. **OCPRC Contact**
 - 2.2.1. Name/Title: Donna Folland, Chief of Planning, Oakland County Parks
 - 2.2.2. Address: 2800 Watkins Lake Road, Waterford, MI 48328
 - 2.2.3. Telephone Number: 248-736-9087
 - 2.2.4. E-Mail Address: follandd@oakgov.com
3. **Project/Project Period.**
 - 3.1. Grantee shall complete the Project as set forth and described in Exhibit A within the Project Period. Exhibit A is incorporated into this Agreement.
 - 3.2. As defined in this Agreement, "Project Period" means the period of time beginning on the Effective Date and ending on the End Date listed on page 1 of this Agreement.
 - 3.3. Grantee shall complete the Project within the Project Period. Requests to extend the Project Period must be made in writing a minimum of thirty (30) calendar days before the Project Period ends. OCPRC may extend the Project Period, in its sole discretion, and the extension must be codified in an amendment to this Agreement.
4. **Grantee Reporting Requirements:**
 - 4.1. Grantee shall complete and submit bi-annual progress reports, including a narrative report and summary of Project expenditures, in accordance with instructions provided by OCPRC.
 - 4.2. Within sixty (60) days of Project completion, Grantee shall submit final reporting documentation, including a final reimbursement request and narrative report, and copies of written materials and/or photographs of grant recognition signs in accordance with the instructions provided by OCPRC.
5. **Payments/Advances/Project Closeout.** The OCPRC shall make payments of the Grant Amount to Grantee as follows:

- 5.1. OCPRC shall pay the Grantee fifty percent (50%) of the Grant Amount listed on page 1 of this Agreement within thirty (30) calendar days of the Effective Date. The remaining fifty percent (50%) of the Grant Amount shall be paid by Oakland County within thirty (30) calendar days of the date the Project is complete in accordance with Section 4. Any cost overruns incurred to complete the Project shall be the sole responsibility of the Grantee. To be eligible for payment, Grantee must submit a complete payment request to OCPRC on form(s) provided by OCPRC and have satisfied all progress reporting requirements due prior to the date of the payment request
- 5.2. Grantee shall submit documentation of all costs incurred, including the value of match and donations made to the Project.
- 5.3. OCPRC reserves the right to request additional information necessary to substantiate payments.
- 5.4. Grantee shall be a registered vendor with the County of Oakland to receive payments. Registration can be accomplished by completing a vendor registration through the Oakland County Vendor Registration link on the County Web site. All grant funds will be paid by ACH or Check.
- 5.5. OCPRC shall not pay any portion of the Grant Amount to a Grantee contractor or subcontractors. Grant Amounts shall only be paid to Grantee.
- 5.6. OCPRC shall hold back ten percent (10%) of the Grant Amount until Project Closeout set forth in this Section. Final payment of the remaining ten percent (10%) of the Grant Amount will be released upon OCPRC's approval of Grantee's Final Report and satisfactory Project completion as determined by OCPRC, in its sole discretion.
- 5.7. A determination of Project completion, which may include a site inspection and an audit, shall be made by OCPRC after Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Exhibit A.
- 5.8. Grantee shall immediately refund to OCPRC any payments in excess of the costs allowed by this Agreement.
- 5.9. Upon issuance of final payment from the OCPRC, Grantee releases the County, OCPRC, and its employee and officers of all claims against the County/OCPRC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the County's claims against Grantee.
6. **Grantee Assurances/Responsibilities.**
 - 6.1. Grantee shall comply with all applicable local, State, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
 - 6.2. Grantee shall obtain all necessary permits and licenses for construction and maintenance of the Project. Grantee shall solely determine what permits or licenses are required for the Project, secure the needed permits or licenses, and remain in compliance with such permits or licenses. Grantee shall retain a copy of all permits or licenses and make them available to the County upon request.
 - 6.3. Grantee shall have control of the Project area through fee simple title, lease, or other recorded interest, or have written permission from the owner of the Project area to complete Project activities.
 - 6.4. Grantee shall abide by all State and federal threatened and endangered species

regulations when completing Project activities.

- 6.5. Grantee shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws. Grantee further agrees that any subcontract shall contain non-discrimination provisions, which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 6.6. Grantee shall require that no individual be denied access to the Project or Project activities on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, or marital status.
- 6.7. Grantee is solely responsible for all activities performed under this Agreement and for the construction and maintenance of the Project. Grantee shall be the sole point of contact regarding contractual matters for the Project, including payment of any and all charges resulting from the Project.
- 6.8. Grantee shall require all contractors and subcontractors constructing or performing the Project to comply with this Agreement.
- 6.9. Grantee shall ensure all contractors and subcontractors constructing and performing the Project are qualified to perform such work.
- 6.10. Grantee shall be solely responsible for the installation, operation, repair, and maintenance of the Project.
- 6.11. All records related to the Project must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by the County.
7. **Liability.**
 - 7.1. The County/OCPRC is not liable or required to install, operate, repair, maintain, or contribute to the installation, operation, repair, or maintenance of the Project and any associated Project activities.
 - 7.2. Grantee shall defend any Claim brought against either Party that involves the Project or associated Project activities or that involves title, ownership, or other specific rights of real property controlled by Grantee and relates to the Project.
 - 7.3. Grantee is responsible for all Claims arising under or in any manner related to the Agreement, the activities authorized by the Agreement, or the use and occupancy of the Project.
 - 7.4. As used in this Agreement, "Claims" mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged

violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether commenced or threatened.

- 7.5. Performance of this Agreement is a governmental function. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
8. **Insurance.** The Grantee shall acquire and maintain insurance or a program of self-insurance, which Grantee deems necessary, to protect it from liability related to construction and/or operation of the Project. The County/OCPRC shall not obtain any insurance or provide any self-insurance for construction and/or operation of the Project.
9. **Audit and Access to Records.** OCPRC reserves the right to conduct programmatic and financial audits of the Project and may withhold payment until the audit is satisfactorily completed. Grantee shall maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by OCPRC. OCPRC or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Grantee shall provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven (7) years after the final payment has been issued to Grantee by OCPRC.
10. **Assignability.** Grantee shall not assign or transfer any interest in this Agreement without prior written authorization of OCPRC.
11. **Changes.** Any changes to this Agreement requested by Grantee shall be made in writing and sent to the contact listed in Section 2 of this Agreement. OCPRC may approve or deny such change, in its sole discretion. Any changes related to the grant amount, or any other financial component of this Agreement, will require an amendment to be executed in the same manner as this Agreement. Any changes not related to the grant amount, including modifications to project scope or deadline extensions, can be made by amendment at the discretion of and signed by the OCPRC Chairperson.
12. **Termination.**
- 12.1. Failure by Grantee to comply with any provision of this Agreement shall be a material breach of this Agreement. Upon breach of the Agreement by Grantee, OCPRC may, in addition to any other remedy provided by law:
- 12.1.1. Terminate this Agreement;
- 12.1.2. Withhold and/or cancel future payments to Grantee on any or all current grant projects until the violation is resolved to the satisfaction of OCPRC;
- 12.1.3. Withhold action on all pending and future grant applications submitted by Grantee; or
- 12.1.4. Require specific performance of the Agreement.
- 12.2. Upon the date of termination, all outstanding reports and documents are due to OCPRC and after the termination date OCPRC will no longer be liable to pay or reimburse Grantee any outstanding Grant Amounts.
13. **Governing Laws/Consent to Jurisdiction and Venue.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit,

or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, as defined herein, arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

14. **Entire Contract.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Grantee Information

Item	Grantee Information
Project Title:	Inclusive Playground at Boulan Park
Oakland County City, Village or Township Name:	City of Troy
Name of Primary Grant Contact:	Kurt Bovensiep
Address:	4693 Rochester Road
Primary Contact Phone:	248-524-3489
Primary Contact Email Address:	k.bovensiep@troymi.gov
Please list any project partners:	Community Development Block Grant
Proposal submission date:	7/25/2025

Financial Information

Project Funding

Requested Grant Amount: \$250,000

Match Source	Type of match (cash, in-kind, etc.)	Match Amount
Community Development Block Grant	Cash	\$630,749.40
Funding to be determined	Cash	\$1,858.20
Total Match Amount:		\$632,607.60

Total Project Funding (Requested grant amount + total match amount): **\$882,607.60**

Project Budget

Scope Item	Total Amount
Phase 1: 1 st play structure and safety surfacing	\$630,749.40
Phase 2: Total Walkway and Picnic Areas – GRANT FUNDS WILL BE APPLIED TO PHASE 2	\$251,858.20
Total Project Budget:	\$882,607.60

Project Schedule

Anticipated Start Date: 10/1/2025

Anticipated Completion Date: 5/1/2026

Site Control

Type of Site Control

Select the type of site control the applicant has over the site where the project is to be completed:

- ☒ Fee Simple
- ☐ Less than fee simple (explain in comments field below)
- ☐ Lease
- ☐ License

- ☐ Easement
- ☐ Other (explain in comments field below)

Site Access

Entrance Fees

Indicate whether the park or facility has any required entrance fees.

- ☒ No fees for park or facility use
- ☐ Non-resident annual or daily fee
- ☐ Annual or daily fee for residents and non-residents
- ☐ Other (explain in comments field below)

Ways to Access

Select the ways in which people can access the site.

- ☐ Automobile only
- ☒ Automobile
- ☒ Bicycle on-street
- ☐ Dedicated bike lane
- ☐ Sidewalk
- ☐ Nearby bus stop (within ¼ mile)

Project Description

Need Statement

What is the reason for doing this project? Answer may incorporate documented community and recreational needs, public engagement, condition of current recreation assets, environmental issues or accessibility and inclusion needs. Is the project in the communities 5-Year Parks and Recreation Master Plan or other planning document?

City of Troy Boulan Park Enhancement Proposal

Location: 3671 Crooks Road, Troy, MI

Size: 63 acres

Boulan Park is a vibrant community space featuring baseball and softball fields, soccer fields, tennis and pickleball courts, a sand volleyball court, a park shelter, restrooms, a walking path, a play structure, and a full-size cricket field currently under construction.

Current Features:

- Play Structure: Installed in the early 2000s, designed for accessibility but requires significant improvements. The mobility ramps do not meet the current ADA standard of 1:12, and there are limited activities for children using mobility devices.
- Restrooms: The existing restroom facilities do not comply with today's ADA standards.

Proposed Enhancements:

1. Inclusive Play Structure:
 - a. Reconstruction: Design and build a new play structure that accommodates children of all abilities, ensuring that all kids can participate in active play.
 - b. Accessibility Features: Install ramps and equipment that meet current ADA guidelines, promoting engagement for children using wheelchairs or other mobility devices.
2. Restroom Facilities:
 - a. Renovation for ADA Compliance: Update current restrooms to eliminate architectural barriers and ensure they are fully compliant with ADA standards.
 - b. Universal Restroom Addition: Create an all-inclusive restroom to support individuals with differing abilities where children can be accompanied by an adult for assistance.

Project Scope

What are the actions that will implement the project? Is the project designed to meet or exceed ADA guidelines or to incorporate Universal Design principles?

The grant project focuses on phases 1 and 2 and will implement the site work required for installation of inclusive play structures, including walkways and other hard surfaces, fencing, gates and site restoration. Resulting play features will exceed ADA guidelines and incorporate Universal Design principles.

Project Outcomes

What are the anticipated outcomes and who will benefit from the project? Will the project result in greater access to recreation for all residents and visitors? Are any environmental benefits expected? How will the project make the community more sustainable and resilient?

Create an inclusive play environment.

Maintenance

Describe how the project will be managed and maintained long-term, including any equipment or staffing needs and how they will be addressed.

Project will be managed through the Parks and Grounds Division and maintenance will be consistent with other park amenities and play structures.

Long-Term Vision

Describe how the project fits into a longer-term vision for the community (and beyond if applicable).

The project will meet the goals set forth in the 5 Year Parks and Recreation Plan, which indicates creating recreational opportunities for all abilities.

This grant project is part of a longer multi-year project that is phased to be constructed as funding becomes available. The table below shows the complete project:

Scope Item	Total Amount
Grant Project	
Phase 1: 1 st play structure and safety surfacing	\$630,749.40
Phase 2: Total Walkway and Picnic Areas – GRANT FUNDS WILL BE APPLIED TO PHASE 2	\$251,858.20
Future Project Phases	
Phase 3: 2-12 Aged Playscape	\$512,975.21

Scope Item	Total Amount
Phase 4: We Go Swing Playscape	\$181,137.00
Phase 5: 2-5 Aged Playscapes	\$713,427.00
Phase 6: Charging Hub, Accessible Parking	\$187,374.00
Phase 7: Comfort Station	\$137,500.00
Total Project Budget:	\$2,615,020.81

Attachments

Required

- ☒ Project location map
- ☒ Site plan or project map

Optional

- ☐ Public engagement reports
- ☐ Letters of support
- ☐ Design drawings and specifications
- ☐ Photographs with captions indicating relevant content
- ☐ Manufacturer information
- ☐ Other NA

Acknowledgement

This is a partial reimbursement program. The community will receive fifty percent (50%) of the grant amount when the grant agreement is executed. The community can submit quarterly requests for additional funds throughout the grant period, with Oakland County holding back ten percent (10%) of the grant amount until the project is closed out as defined in the grant agreement. Final payment of the remaining grant funds including the ten percent (10%) held back will be released upon the County's approval of the grantee's final report and satisfactory project completion as defined by the County.

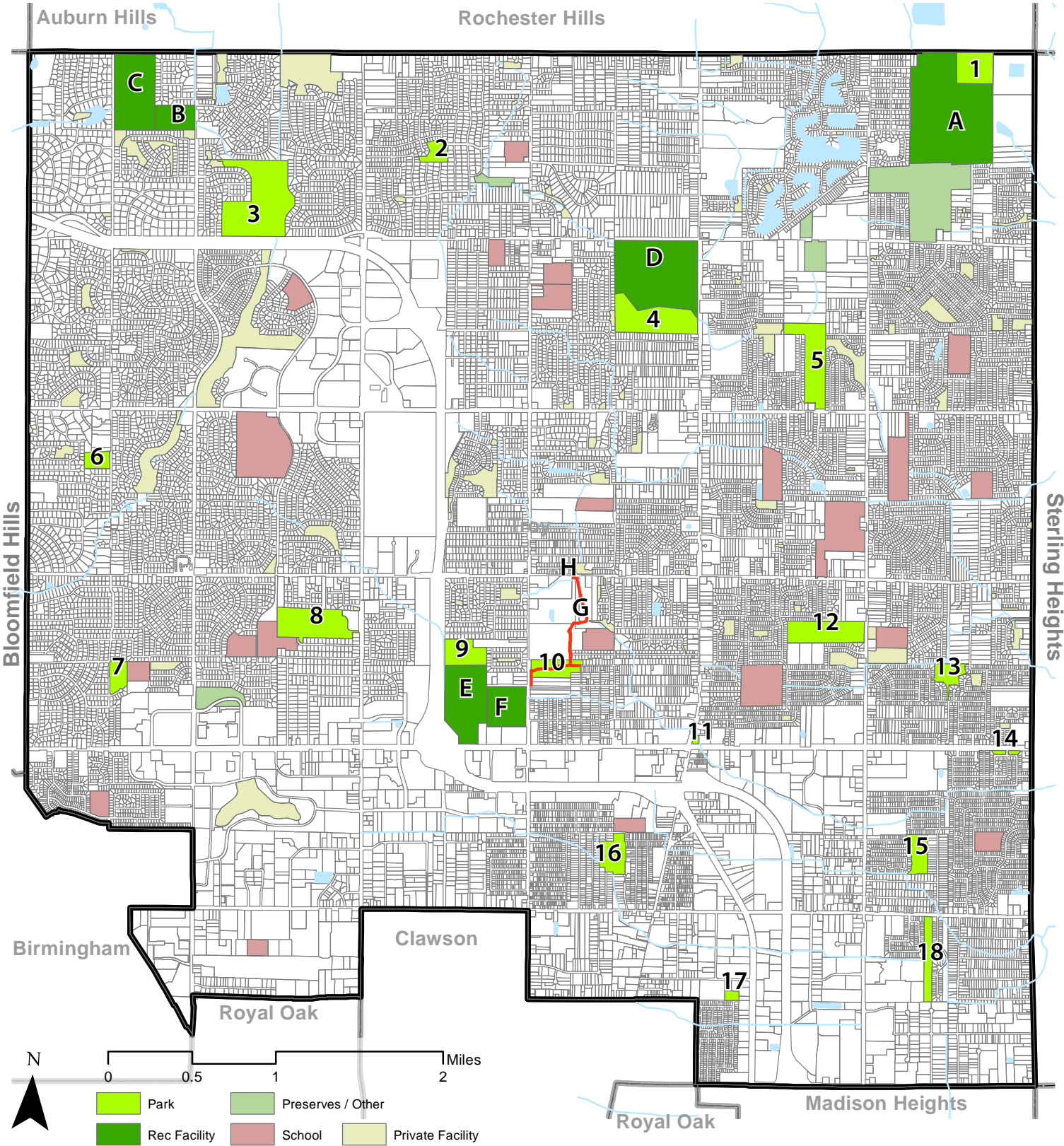
- ☒ Please check here to acknowledge that this is a reimbursement grant and that a final report will be required to release the final ten percent (10%) of grant funds.

Submission

Send completed forms and attachments to the email below. If your file size is too large to email, reach out for file-sharing options. Please call with any questions.

Contact Information:

Donna Folland
Chief – Planning
(248) 736-9087
follandd@oakgov.com



EXISTING PARKS

- | | |
|------------------------------------|--------------------------|
| 1. Donald J. Flynn Park | 11. Gateway Park |
| 2. North Glen Park | 12. Raintree Park |
| 3. Firefighters Park | 13. Beaver Trail Park |
| 4. Sylvan Glen Lake Park | 14. Big Beaver Road Park |
| 5. Jaycee Park | 15. Brinston Park |
| 6. Beach Road Park | 16. Robinwood Park |
| 7. Schroeder Park | 17. Redwood Park |
| 8. Boulan Park | 18. Milverton Park |
| 9. Phillip J. Huber Park | |
| 10. P. Terry & Barbara Knight Park | |

RECREATION FACILITY SITES

- | |
|--|
| A. Sanctuary Lake Golf Course |
| B. Lloyd A. Stage Nature Center |
| C. Troy Farm |
| D. Sylvan Glen Golf Course |
| E. Troy Family Aquatic Center, Troy Racquet Club |
| F. Troy Community Center |
| G. Troy Trail |
| H. Troy Historic Village & Museum |

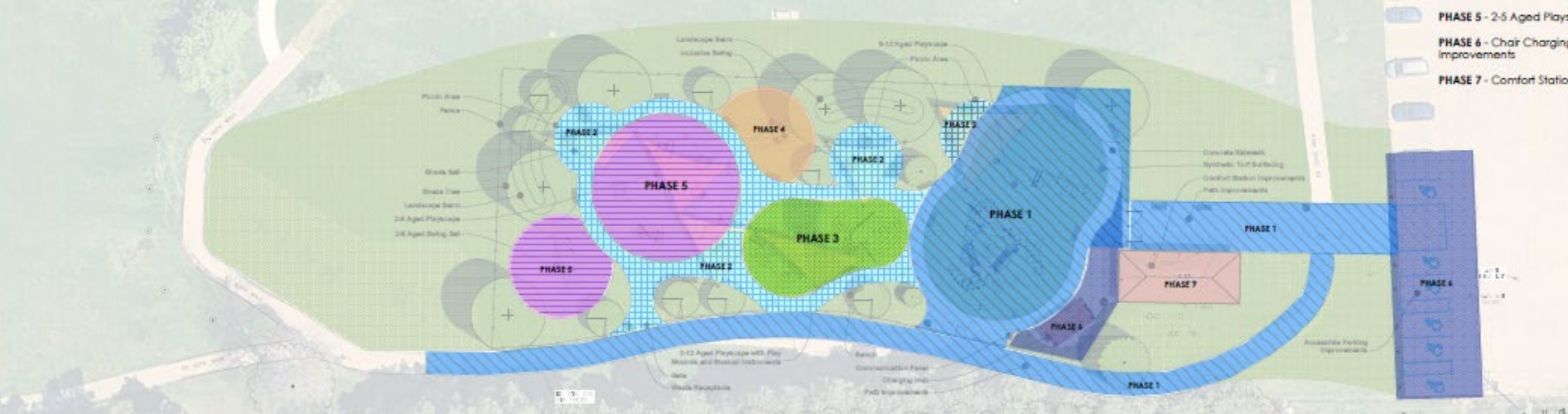
Recreation Properties

City of Troy
Oakland County, Michigan

Carlisle/Wortman Associates
November 2019
Data Source: Oakland County GIS



- PHASE 1** - 5-12 Aged Playscape, Path Improvements, Fence
- PHASE 2** - Sidewalks, Picnic Areas, Remaining Fence, Berms, Some Landscaping
- PHASE 3** - 2-12 Aged Blended Playscape & Musical Instruments
- PHASE 4** - Accessible Swing
- PHASE 5** - 2-5 Aged Playscape
- PHASE 6** - Chair Charging Hub & Parking Improvements
- PHASE 7** - Comfort Station Renovation



CONCEPTUAL MASTER PLAN FOR BOULAN PARK INCLUSIVE PLAYGROUND TROY, MICHIGAN

APRIL 2025
#1025-0046

