



TROY CITY COUNCIL

REGULAR MEETING AGENDA

SEPTEMBER 29, 2025

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

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

Dear Mayor and City Council Members,

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

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

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

Respectfully,

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

Frank Nastasi
City Manager



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

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

Signed this 25th day of November, 2024.



Mayor Ethan Baker



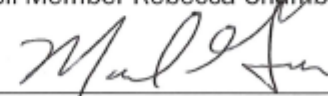
Council Member Theresa Brooks



Council Member Rebecca Chamberlain-Creanga




Council Member Hiram Chanda



Mayor Pro Tem Mark Gunn



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

September 29, 2025 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

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

or on Local Access Cable Channels

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

INVOCATION: Rev. Susie Hierholzer from Big Beaver United Methodist Church 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

C-1 No Certificates of Recognition and Special Presentations 1

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D-1 No Carryover Items 1

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INVOCATION: Rev. Susie Hierholzer from Big Beaver United Methodist Church

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

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

Excuse Absent Council Members:

Suggested Resolution

Resolution #2025-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of September 29, 2025, due to _____.

Yes:

No:

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 Termination of Brownfield Redevelopment Plan #5 (Pavilions of Troy), Parcel #88-20-19-476-002 and #88-20-19-476-003; 3100 West Big Beaver Road; Adoption of Brownfield Redevelopment Plan #12 and Associated Reimbursement Agreement for Forbes/Frankel Troy Ventures, LLC, Parcel #88-20-19-476-004 and #88-20-19-476-005; 3050 and 3062 West Big Beaver Road (*Introduced by: Mark Adams, Economic Development Manager*)

a) Termination of Brownfield Redevelopment Plan #5 (Pavilions of Troy)

Suggested Resolution

Resolution #2025-09-

Moved by

Seconded by

WHEREAS, The City Council of the City of Troy (City Council) is the governing body as that term is defined by Michigan Public Act 381 of 1996, as amended (Act 381); and,

WHEREAS, On April 21, 2008, City Council approved Brownfield Redevelopment Plan #5 for the Pavilions of Troy redevelopment by Diamond Troy JV LLC (Developer) at the former Kmart headquarters site in Troy (Plan); and,

WHEREAS, Section 14(8)(b) of Act 381 permits a governing body to terminate a Brownfield Plan when the project for which eligible activities were identified fails to occur with respect to the eligible property for not less than two (2) years following the date of the resolution approving the Brownfield Plan; and,

WHEREAS, Developer did not proceed with the redevelopment project at the former Kmart headquarters and the project identified in the Plan failed to occur for not less than two (2) years following the date of the resolution approving the Plan as noted above; and,

WHEREAS, City Council desires to terminate the Plan; and,

WHEREAS, Under Section 14(8)(b) of Act 381, prior to terminating the Plan the governing body must first (i) give thirty (30) days' prior notice to the developer and (ii) provide the developer with an opportunity to be heard at a public meeting; and,

WHEREAS, City Council has provided both adequate notice to the Developer and an opportunity to be heard at a public meeting as provided in Section 14(8)(b) of Act 381;

THEREFORE, BE IT RESOLVED, That:

1. The Plan is hereby terminated by City Council in accordance with Section 14(8)(b) of Act 381.
2. City Council hereby ratifies the termination, if any, of any agreements or contracts between the Developer and the Troy Brownfield Redevelopment Authority that were executed in conjunction with the Plan, including, but not limited to, a Brownfield Reimbursement Agreement.

Yes:

No:

AND

b) Approval of Brownfield Redevelopment Plan #12

Suggested Resolution

Resolution #2025-09-

Moved by

Seconded by

WHEREAS, The City established the City of Troy Brownfield Redevelopment Authority (TBRA) pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, and as amended for the public purpose of promoting the revitalization of environmentally distressed and blighted areas within the boundaries of the City of Troy; and,

WHEREAS, The Troy Brownfield Redevelopment Authority provides project assistance through the reimbursement of eligible activities through tax increment financing; and,

WHEREAS, The Troy Brownfield Redevelopment Authority provides project assistance through the reimbursement of eligible activities through tax increment financing; and,

WHEREAS, Somerset West-Forbes/Frankel Troy Ventures, LLC Development proposes the new construction of a mixed-use development called Somerset West located at the corner of Big Beaver and Coolidge (former Kmart Headquarters); and,

WHEREAS, The proposed redevelopment includes a 40-acre mixed-use development, expected to feature residential units, office space, retail space, a hotel and open space. It will also feature a University of Michigan Health facility as the development's anchor; and,

WHEREAS, Troy City Council has determined that the 28 acres originally containing the Kmart Headquarters building, 3050 and 3062 West Big Beaver, parcels 88-20-19-476-004 and 88-20-19-476-005 meet the criteria for eligibility under the Michigan Brownfield Act, based on blighted/functionally obsolete property and other environmental issues, as documented in the proposed Plan; and,

WHEREAS, Troy City Council has determined that the approval of a Brownfield Plan for the properties at 3050 and 3062 West Big Beaver Road to facilitate the proposed new Somerset West development meets or satisfies a public purpose, including the facilitation of a desired Specialty Health Facility, elimination of blight, and environmental clean-up; and,

WHEREAS, Eligible activities for this project under the Brownfield Redevelopment Financing Act include Pre- Approved Activities, Department Specific Activities, Demolition, and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan; and.

WHEREAS, The proposed new Somerset West development is expected to generate taxes on the property exceeding the current levels, and that these incremental taxes will be captured under this Plan to reimburse Developer for eligible activity expenses. Tax increment revenues for Brownfield Plan #12 that would be available to pay the costs of eligible activities are estimated to be approximately **\$9,215,466**; and,

WHEREAS, After all eligible expenses are repaid, the proposed Brownfield Plan also anticipates that the tax increments will continue to be collected for an additional two plus years, and that these amounts will be deposited into the Local Brownfield Revolving Fund (LBRF), formerly named a Local Site Remediation Revolving Fund (LSRRF). These amounts are estimated at **\$7,845,814**, and would be used in accordance with the requirements of ACT 381, as amended; and,

WHEREAS, The Troy Brownfield Redevelopment Authority reviewed and recommended approval of Brownfield Redevelopment Plan #12 at its September 3, 2025 Special Meeting.

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Brownfield Redevelopment Plan #12 contingent upon any required approvals needed from the State of Michigan.

Yes:

No:

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

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

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

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

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

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) Mayoral Appointments:

Suggested Resolution

Resolution #2025-09-

Moved by

Seconded by

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

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: 6/30/2027

Todd Wodzinski

Resident Member

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

Yes:

No:

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations –Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2025-09-

Moved by
 Seconded by

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

Downtown Development Authority

Appointed by Mayor
 13 Regular Members
 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Baker	Ethan		11/8/2027	At Large; Mayor Per State Statute	
Blair	Timothy	4/26/2025	9/30/2027	In District	
Keisling	Laurence	9/2/2026	9/30/2028	At Large	
Kiriluk	Alan	9/29/2022	9/30/2028	In District	
Knollenberg	Martin	8/30/2025	9/30/2027	In District	
Koza	Kenny	7/10/2027	9/30/2025	In District	Requests Reappointment
Kuppa	Padma	4/5/2025	9/30/2026	At Large	
MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Orlans	Linda	10/9/2026	9/30/2028	In District	
Reschke	Ernest	7/5/2024	9/30/2026	At Large	
Richards	John	2/13/2025	9/30/2026	In District (Resident Member)	
Stone	David	3/11/2023	9/30/2027	In District	
Tomcsik-Husak	Tara	9/22/2022	9/30/2028	In District	

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2029

In District

Term currently held by: Kenny Koza

Term Expires: 9/30/2029

In District

Term currently held by: Daniel MacLeish

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Aceves	Alfonso Jr	12/11/2025	At Large	
Beyer	Joseph	10/15/2026	In District	BRA exp 4/30/27
Catron	Tina	7/15/2027	At Large	
Chabay	Bibika	1/30/2027	At Large	
Comiskey	Ann	1/20/2026	At Large	
Devulapalli	Ramachandram	8/29/2026	At Large	
Dicker	Susanne Forbes	12/26/2026	At Large	
Frisen	Sande	1/2/2027	At Large	
Hoef	Paul	9/23/2026	At Large	
Karpowitsch	Alex	8/1/2027	At Large	
Kornacki	Rosemary	12/23/2026	At Large	BRA exp 4/30/2026
Pettinato	Jillian	11/27/2025	At Large	
Sekhri	Suneel	11/12/2026	At Large	
Smieliauskas	Fabrice	4/9/2026	At Large	LDFA exp 6/30/24

Global Troy Advisory Committee

Appointed by Mayor
 12 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan		11/8/2027	Council Member
Bica-Grodsky	Lisa	9/23/2025	10/30/2026	
Cheriguene	Sadia	10/20/2024	10/30/2026	
Chezick	Edward	12/20/2024	10/30/2025	
Fakhoury	Awni	9/28/2023	10/30/2027	
Mohideen	Syeda	9/28/2023	10/30/2027	
Natcheva	Daniela	11/8/2021	10/30/2025	
Noguez-Ortiz	Carolina	12/20/2024	10/30/2025	BRA exp 4/30/2026
Sekhri	Suneel	11/5/2023	10/30/2027	
Vacancy			7/31/2026	Athens High School Student Rep.
Vacancy			7/31/2026	Troy High School Student Rep.
Vacancy			7/31/2026	International Academy Student Rep.

Vacancy			10/30/2025	MiVida Burrus resigned 5/22/2025
Vacancy			10/30/2026	Philippe Cicchini resigned 3/25/2025
Zhou	Yudong	12/7/2024	10/30/2025	

Nominations to the Global Troy Advisory Authority:

Term Expires: 10/30/2025

Term currently held by: Vacancy – MiVida Burrus resigned

Term Expires: 10/30/2026

Term currently held by: Vacancy-Philippe Cicchini resigned

Term Expires: 7/31/2026

**Athens High School
Student Rep.**

Term currently held by: Vacant

Term Expires: 7/31/2026

**Troy High School
Student Rep.**

Term currently held by: Vacant

Term Expires: 7/31/2026

**International Academy
Student Rep.**

Term currently held by: Vacant

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Batool	Syeda	3/5/2026	
Comiskey	Ann M.	12/22/2026	
Devulapalli	Ramachandram	8/29/2026	
Dicker	Susanne Forbes	12/26/2026	
Haight	Michelle	10/8/2025	
Lee	Seojin Sarah	4/21/2025	Troy HS Student – Graduates 2026
Marshall	Everett	1/3/2027	Athens HS Student – Graduates 2027
Mehta	Susheilla	1/20/2025	
Swaminathan	Abi	7/8/2027	Historic Dist. Comm. exp 5/15/2027

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

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

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027

Resident Member

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

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cook	Walter	6/30/2027	
Faiz	Iqbal	6/7/2025	
Frisen	Sande	1/2/2027	BCBA exp 1/1/2030
Karpowitsch	Alex	8/1/2027	
Murrish	Dale	2/6/2027	
Vassallo	Joseph	10/16/2026	Brownfield Redev Auth exp 4/30/27

Yes:

No:

b) City Council Nominations:

Suggested Resolution
Resolution #2025-09-

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:

Traffic Committee
 Appointed by Council
 7 Regular Members
 3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Battle	Timothy	10/22/2026	1/31/2028	
Christiansen	Dale	11/22/2024	1/31/2026	
Finlay	G. Scott		Ex-Officio Member	
Hullinger	Peter		Ex-Officio Member	
Jeeda	Swathi	7/2/2025	7/31/2025	Student– Graduates 2026
Jones	Joshua		Ex-Officio Member	
Kenkre	Shama	9/11/2026	1/31/2028	
Petrulis	Al	9/2/2026	1/31/2026	ACAB exp 9/30/2027
Rose	Justin	11/5/2023	1/31/2027	
Swaminathan	Abi	9/2/2025	1/31/2027	
Ziegenfelder	Peter	12/14/2024	1/31/2026	

Nominations to the Traffic Committee:

Term Expires: 7/31/2026

Term currently held by: Swathi Jeeda

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Chambers	Barbara	12/23/2026	
Girling	Janice	8/4/2027	
Marshall	Everett	1/3/2027	Student- Graduates 2027
Sabaj	Noah	2/28/2026	
Tadepalli	Hemanth	11/7/2025	

Yes:
No:

I-3 Request for Closed Session

Suggested Resolution
Resolution #2025-09-
Moved by
Seconded by

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – *City of Troy v 4770 Rochester Holdings, LLC* and MCL 15.268 (h) (MCL 15.243 (g)).

Yes:
No:

I-4 Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds and Bid Waiver – Tiny Mobile Robot (Introduced by: Dennis Trantham, Deputy Public Works Director)

Suggested Resolution
Resolution #2025-09-
Moved by
Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the formal bidding procedures and **AWARDS** a contract to expend budgeted funds for the purchase of a Tiny Line Marker Pro X with accessories, annual subscription and a five-year extended warranty to the sole source provider, *TinyMobileRobots US LLC of Kennesaw, GA*, for an estimated cost of \$37,883 at prices detailed in the provided proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

Yes:
No:

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2025-09-
Moved by
Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2025-09-

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

- a) City Council Minutes-Draft – September 8, 2025

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Window Cleaning Services**

Suggested Resolution

Resolution #2025-09-

RESOLVED, That Troy City Council hereby **AWARDS** a three (3) year contract with two one-year renewal options for Window Cleaning Services to the low bidder meeting specifications, *Premier Window Cleaning Inc. of Dearborn, MI* for an estimated annual total cost of \$35,430, at unit prices contained in the bid tabulation opened September 18, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2030.

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

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

Suggested Resolution

Resolution #2025-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of an 18-foot holiday tree with assorted ornaments and lights to the low bidder meeting specifications, *HDMS LLC DBA Holiday Designs of Gainesville Georgia* for an estimated cost of \$10,500 at prices detailed in the bid tabulation opened September 4, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

c) **Standard Purchasing Resolution 4: HGACBuy Purchasing Cooperative Contract No. 25-02 – 2025 Sewer Root Treatment**

Suggested Resolution

Resolution #2025-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **AWARDS** a contract to *Duke's, 1020 Hiawatha Blvd. W, Syracuse, NY 13204* to furnish all labor, materials and equipment to provide sewer root treatment for an estimated cost of \$249,006.38 at the prices detailed in the proposal and per the HGACBuy Purchasing Cooperative Contract #SC06-24; not to exceed budgetary limitations.

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

d) **Standard Purchasing Resolution 4: OMNIA Partners Contract – Elevator Services Oakland County Cooperative Purchasing Contract – Sump Pump Installation in the Troy Community Center Elevator Pit**

Suggested Resolution

Resolution #2025-09-

RESOLVED, That Troy City Council hereby **AWARDS** contracts for the purchase and installation of a sump pump in the elevator pit at the Troy Community Center to *Limbach of Pontiac MI*, in the amount of \$105,650 with a 15% contingency amount of \$15,847.50, as per the Oakland County Extended Purchasing Cooperative Contract #009746, and to *Kone Inc. of Livonia, MI* as per the OMNIA Partners Cooperative Purchasing Contract #EV2516 for an estimated cost of \$20,721.20 with a 15% contingency amount of \$3,108.18; for an estimated total project cost of \$145,326.88, not to exceed budgetary limitations; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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.

e) **Standard Purchasing Resolution 4: State of Michigan MiDEAL Extended Purchasing Program – Police Department Replacement Vehicles**

Suggested Resolution

Resolution #2025-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Chevrolet Equinox SUV, one (1) Chevrolet Blazer SUV and one (1) Chevrolet Traverse SUV from *Berger Chevrolet of Grand Rapids, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #240000001191 for an estimated total cost of \$107,301.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase six (6) Ford Explorer SUV Utility vehicles and one (1) Bronco Sport SUV from *Gorno Ford of Woodhaven, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #240000001193 for an estimated total cost of \$323,255.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Dodge Durango SUV vehicle from *LaFontaine Chrysler Dodge Jeep Ram of Lansing, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #240000001206 for an estimated total cost of \$37,737.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J-5 Approval of MDOT Construction Contract No. 25-5440 for the Reconstruction of Rochester Road from Barclay to Trinway, Project No. 02.206.5

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council hereby **APPROVES** MDOT Contract No. 25-5440 between the City of Troy and the Michigan Department of Transportation for the reconstruction and widening of Rochester Road, from Barclay to Trinway, at an estimated cost to the City of Troy of \$7,275,250.61, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Approval of Contract No. 25-5429 with MDOT for Transportation Alternative Program (TAP) for Troy’s Non-Motorized Pathway Network – Sidewalk Gaps and Pedestrian Crossing

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council hereby **APPROVES** Contract No. 25-5429 between the City of Troy and the Michigan Department of Transportation for the construction of TAP Projects, pedestrian mobility improvements along Square Lake, between Rochester Road and John R. Road, on the east side of Livernois Road north of Big Beaver, and to install a pedestrian crossing at Long Lake near Jaycee Park at a total estimated cost of \$2,534,050.00 with the City share estimated at \$868,380.00, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Clinton River Watershed Council Membership and Services 2025-26

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Membership and Agreement for Services between the City of Troy and the Clinton River Watershed Council for stormwater education for MS4 stormwater permit, and the Mayor and City Clerk are **AUTHORIZED** to

execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Private Agreement – Contract for Installation of Municipal Improvements – Premier Academy Troy – Project No. 24.912.3

Suggested Resolution
Resolution #2025-09-

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

J-9 Request for Acceptance of a Permanent Easement, Sidwell #88-20-14-301-004

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers and surface drainage from Edward A. Green and Cynthia M. Green, owners of the property having Sidwell #88-20-14-301-004.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Request for Acceptance of a Permanent Easement, Town Haven, LLC, Sidwell #88-20-22-231-001 to -020

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for public utilities and public service facilities from Town Haven, LLC, owner of the properties having Sidwell #88-20-22-231-001 to -020.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Naqiya Salman v. City of Troy

Suggested Resolution
Resolution #2025-09-

RESOLVED, That Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to defend the City of Troy in the matter of *Naqiya Salman v. City of Troy* (Oakland County Circuit Court, Case No. 2025-217050-NO), and **AUTHORIZES** the City Attorney's Office to pay necessary costs and expenses and to retain any necessary expert witnesses required to adequately represent the City.

J-12 Thomas Szczesny v. City of Troy

Suggested Resolution
Resolution #2025-09-

RESOLVED, that the Troy City Council hereby **AUTHORIZES** and **DIRECTS** the City Attorney's Office to represent Troy's interests in the matter of *Thomas Szczesny v. Troy et al.* U.S. District Court, Eastern District of Michigan, Case Number 2: 25-cv-12836, and **AUTHORIZES** the City Attorney to request the City's insurance carrier, Michigan Municipal Risk Management Authority, to assign an outside attorney to represent the individual defendants at the City's costs, as well as the payment of necessary costs and expenses, including the retention of any witnesses, including expert witnesses, that are necessary for adequate representation.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K Announcement of Public Hearings: None Submitted

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

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Election Commission-Final – April 7, 2025
 - b) Civil Service Commission (Act 78)-Final – July 1, 2025
 - c) Planning Commission-Final – August 12, 2025
 - d) Planning Commission-Final – August 26, 2025
-

O-2 Department Reports:

- a) 2025 Bond Proposal Communications Plan Updates
-

O-3 Letters of Appreciation: None Submitted

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

P. COUNCIL COMMENTS:

P-1 No Council Comments

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

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

Respectfully submitted,



Frank A. Nastasi
City Manager

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:



October 6, 2025.....	Regular Meeting
October 20, 2025.....	Regular Meeting
November 10, 2025.....	Regular Meeting
November 17, 2025.....	Regular Meeting
December 1, 2025.....	Regular Meeting
December 15, 2025.....	Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 29, 2025

To: Frank Nastasi, City Manager  

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City manager
Dylan Clark, Senior Management Analyst
Mark Adams, Economic Development Manager

Subject: September 29, 2025 Public Hearing – Brownfield Plan #12:

Termination of Brownfield Redevelopment Plan #5 (Pavilions of Troy), Parcel Numbers 88-20-19-476-002 and 88-20-19-476-003; 3100 West Big Beaver Road.
Adoption of Brownfield Redevelopment Plan #12 and Associated Reimbursement Agreement for Forbes/Frankel Troy Ventures, LLC - Parcel Numbers 88-20-19-476-004, 88-20-19-476-005; 3050 and 3062 West Big Beaver Road.

(Presented by: Mark Adams, Economic Development Manager)

Summary

The Forbes/Frankel Troy Ventures, LLC development is a 40-acre mixed-use development, expected to feature residential units, office space, retail, a hotel, open space, located at the former Kmart Headquarters on the corner of Big Beaver and Coolidge. It will also feature a University of Michigan Health facility as an anchor. The developer seeks approval of a brownfield plan and reimbursement agreement to reimburse costs associated with demolition and other abatement activities, preparation as well as other eligible costs in accordance with state statute on the 28-acre portion of the property which contained the original Kmart building, 3050 and 3062 West Big Beaver Road. The Brownfield Plan #12 and associated Reimbursement Agreement are attached. This public hearing for consideration of the plan was announced on September 8, 2025 and the associated Public Notice is attached.

History

The Forbes/Frankel Troy Ventures, LLC development team has worked closely with the City of Troy over the last several years within the Planned Unit Development process to redevelop the former Kmart Headquarters site. This has been in conjunction with the University of Michigan which has since purchased a portion of the property to develop their facility. During this time, the developer demolished the building in good faith that the City of Troy would consider demolition and other activities for inclusion in a brownfield plan at a later date. The project passed a major milestone when the Phase 1 Concept Development Plan was approved by the Planning Commission on May 13, 2025 and then approved by City Council on June 9, 2025. The Concept Development Plan is attached.



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

Termination of Brownfield Plan #5

In April 2008, City Council approved Brownfield Redevelopment Plan #5 for the Pavilions of Troy redevelopment project at the former Kmart Headquarters, at the time identified as 3100 W. Big Beaver Road, parcels 88-20-19-476-002 and 88-20-19-476-003 (Plan #5).

The Pavilions of Troy project proposed an approximately \$320 million mixed-use development planned by Diamond Troy JV LLC (Diamond). Plan #5 allowed for the capture of incremental local and state taxes to reimburse approximately \$8.4 million of eligible non-environmental activities, primarily related to the demolition of existing structures on the property. The Developer did not proceed with the project, incur brownfield eligible costs, and was not reimbursed for costs related to eligible activities under Plan #5.

Under Act 381, City Council, as the City's governing body, must first terminate an existing brownfield plan for the same eligible property prior to approving a new brownfield plan for the property.

Section 14(8) (c) of Act 381 states that if a brownfield plan is terminated under Section 14(8)(b) of Act 381, the governing body may approve a new brownfield plan with respect to the same eligible property under which tax increment revenues may be captured to reimburse eligible activities. Under Section 14(8)(b), the governing body may terminate a brownfield plan for an eligible property if the project for which eligible activities were identified in the brownfield plan fails to occur with respect to the eligible property for not less than two (2) years following the date of resolution approving the brownfield plan. Section 14(8)(b) requires that the governing body provide at least 30 days prior written notice to the previous developer and an opportunity to be heard at the public meeting.

Prior to approving a new brownfield redevelopment plan for the Forbes project, City Council must first terminate Plan #5 in accordance with Act 381. For the Pavilions of Troy project, City Council approved Plan #5 by resolution on April 21, 2008. Diamond failed to proceed with the project for not less than two (2) years following the date of the resolution approving Plan #5. Based on these facts, termination of Plan #5 is permitted under Act 381. Additionally, proper notice has been provided to Diamond, including this planned time, date and location of City Council's consideration of the termination of Plan #5. The Termination Letter is attached.

Brownfield Redevelopment Plan #12 Purpose

In order to promote the revitalization of environmentally distressed and functionally obsolete areas within the boundaries of the City of Troy, the City established the City of Troy Brownfield Redevelopment Authority (TBRA) pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, and as amended. The primary purpose of this Brownfield Redevelopment Plan is to promote the redevelopment of the private investment in the Somerset West-Forbes/Frankel property within the City of Troy. By facilitating the redevelopment of brownfield eligible properties, this plan is intended to promote economic growth for the benefit of Troy residents.



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM

Eligible Activities

Eligible activities for this project under the Brownfield Redevelopment Financing Act include Pre-Approved Activities, Department Specific Activities, Demolition, and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan.

Reimbursable Costs

The TBRA provides project assistance through the reimbursement of eligible activities through tax increment financing. Tax increment revenues for Brownfield Plan #12 would reimburse the costs of eligible activities in the estimated total amount of \$9,215,466. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of \$9,215,466 unless the Plan is amended and approved by the TBRA and City Council.

Estimate of Captured Taxable Value and Tax Increment Revenues

Incremental taxes on real property included in the development project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the property shall be determined by the use of the 2024 tax year tax values, which is \$7,211,170. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the property, which is expected to begin in 2027. The estimated taxable value of the completed development is \$125,259,952.

The TBRA established a Local Brownfield Revolving Fund (LBRF), formerly named a Local Site Remediation Revolving Fund (LSSRF). Capture for LBRF is included in this plan until the end of the second full tax year following completion of Developer reimbursement in the year that Developer reimbursement is complete, estimated at \$7,845,814. The funds deposited into the LBRF as part of this plan will be used by the TBRA in accordance with the requirements of Act 381, as amended.

Troy Brownfield Redevelopment Authority Action

At its September 3, 2025 Special Brownfield Meeting, a resolution was created and approved by the TBRA to recommend termination of Brownfield Plan #5. Further, resolutions were created and approved by the TBRA recommending approval of Brownfield Redevelopment Plan #12 as well as the associated Reimbursement Agreement. The Draft Meeting Minutes are attached.

Recommendation

City Administration recommends that City Council terminate Brownfield Redevelopment Plan #5 due to inactivity and to facilitate the potential approval of Brownfield Plan #12 Forbes/Frankel Troy Ventures, LLC on the same site.

Further, City Administration recommends that Brownfield Redevelopment Plan #12 and the associated Reimbursement Agreement for the Somerset West Forbes/Frankel Ventures, LLC development located at 3050 and 3062 West Big Beaver be approved, contingent upon any required approvals needed from the State of Michigan.



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CITY COUNCIL AGENDA ITEM

Legal Review

This item was submitted to City Attorney for Review pursuant to City Charter Section 3.1

Attachments:

1. Troy Brownfield Redevelopment Authority Draft Minutes from September 3, 2025 Special Meeting
2. Brownfield Plan #5 Termination Letter
3. Troy Brownfield Redevelopment Plan #12 - Somerset West Forbes/Frankel Ventures, LLC Development
4. Plan #12 Reimbursement Agreement
5. PUD Concept Development Plan
6. Plan #12 Public Notice

Draft Minutes Troy Brownfield Redevelopment Authority Special Meeting – 09/03/2025

The meeting of the Troy Brownfield Redevelopment Authority, in the Council Boardroom at Troy City Hall September 3, 2025 was called to order at 12:01 p.m. by Chair Joseph Vassallo.

Members Present: Joseph Vassallo, Chair
Joseph Beyer, Vice Chair
Carolina Noguez-Ortiz
Rosemary Kornacki
Hemanth Tadepalli

Members Absent: Steve Gottlieb

Also Present: Lori Bluhm, City Attorney
Mark Adams, Secretary/Treasurer
Chris Wilson, Assistant City Manager
Dylan Clark, Senior Management Analyst
Kelly Timm, City Assessor
Bryan Paris, Deputy City Assessor
Nate Forbes, Forbes LLC
Richard Barr, Honigman

OLD BUSINESS

None.

NEW BUSINESS

A. Termination of Brownfield Plan #5

Resolution # BRA 2025-09-01

Moved by: Joseph Beyer

Seconded by: Hemanth Tadepalli

RESOLVED, that the Troy Brownfield Redevelopment Authority recommends Termination of Brownfield Plan #5 contingent upon City Council Approval.

Yeas: 5

Nays: 0

Draft Minutes Troy Brownfield Redevelopment Authority Special Meeting – 09/03/2025

B. Somerset West/Forbes/Frankel Troy Ventures, LLC

- Nate Forbes gave an overview of the proposed Somerset West development and confirmed that University of Michigan will have a specialty hospital as the development's anchor tenant. Mr. Forbes touched on other potential development mixed-uses including housing, hotel and retail space.

Resolution # BRA 2025-09-0
Moved by: Rosemary Kornacki
Seconded by: Joseph Beyer

RESOLVED, that the Troy Brownfield Redevelopment Authority recommends approval for the Somerset West/Forbes/Frankel Troy Ventures, LLC. Brownfield Plan #12, contingent upon City Council Approval.

Yeas: 5
Nays: 0

Resolution # BRA 2025-09-03
Moved by: Joseph Beyer
Seconded by: Carolina Noguez-Ortiz

RESOLVED, that the Troy Brownfield Redevelopment Authority approves, and authorizes the TBRA Secretary to sign, the Somerset West Forbes/Frankel Troy Ventures, LLC Brownfield Plan #12 Reimbursement Agreement contingent upon City Council Approval.

Yeas: 5
Nays: 0

BOARD MEMBER COMMENT

General discussion took place about the Somerset West project.

Draft Minutes Troy Brownfield Redevelopment Authority
Special Meeting – 09/03/2025

PUBLIC COMMENT

None.

Meeting was adjourned at 1:05 p.m.

The next scheduled meeting is October 21, 2025 – 12:00 p.m.

Chairperson:
Joseph Vassallo

Date

Secretary:
Mark Adams, Economic Development Manager

Date

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- Real Estate

RE: Notice of Intent to Terminate Brownfield Plan #5 for the Pavilions of Troy

Dear Ms. Mistretta,

As part of the proposed Pavilions of Troy (a mixed use development shepherded by J. Hunter Richardson of Richardson Development Group), the Troy Brownfield Authority recommended approval of Troy Brownfield Plan #5 under the Michigan Brownfield Act (Act 381), which would have allowed reimbursement of environmental remediation costs through tax increment financing. At that time, Diamond Troy JV LLC was the owner of the property located at 3100 W. Big Beaver Road (Parcel Number 88-20-19-476-001). Upon information and belief, Diamond Troy JV LLC was an investment client of BlackRock Realty. The Troy City Council approved Brownfield Plan #5 on April 21, 2008.

There is now a proposal for a new mixed use development for this same property, which will require environmental remediation. The new developer is also seeking reimbursement of its required environmental remediation costs through tax increment financing under the Michigan Brownfield Act. Although Diamond Troy JV LLC did not perform any significant environmental remediation or any development on the property, due to the economic conditions at the time, and no longer has an interest in the property, the Michigan legislation requires the Troy City Council to take official action to terminate Troy Brownfield Plan #5 (Pavilions of Troy). This is required by Section 14 (8)(b) of Act 381. The Troy City Council is expected to take this official action at its regular meeting on Monday, September 29, 2025, starting at 7:30 pm. You are welcome to attend this meeting and comment on the proposed termination of Troy Brownfield Plan #5. You are also welcome to send to me any comments about the proposed termination in writing in advance of the September 29, 2025 meeting, and any such comments would be provided to the Troy City Council.

I am available to answer any questions that you have about this matter. My direct dial number is 248-524-3323; cell phone 248-885-1899; and my email is BLUHMLG@TROYMI.GOV.

Sincerely,

Lori Grigg Bluhm
City Attorney



500 West Big Beaver
Troy, MI 48084
troymi.gov

City Attorney's Office
248-524-3320

August 22, 2025

BlackRock Realty
Diamond Troy JV LLC (Investment Client)
Attn: Debra Mistretta, Managing Director - Real Estate
50 Hudson Yards
New York, New York 10001

RE: Notice of Intent to Terminate Brownfield Plan #5 for the Pavilions of Troy

Dear Ms. Mistretta,

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Sincerely,

A handwritten signature in black ink, appearing to read "L. Grigg Bluhm".

Lori Grigg Bluhm
City Attorney

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248-524-3320

- Real Estate

RE: Notice of Intent to Terminate Brownfield Plan #5 for the Pavilions of Troy

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Sincerely,

Lori Grigg Bluhm
City Attorney



500 West Big Beaver
Troy, MI 48084
troymi.gov

City Attorney's Office
248-524-3320

August 22, 2025

BlackRock Realty
Diamond Troy JV LLC (Investment Client)
Attn: Debra Mistretta, Managing Director - Real Estate
300 Campus Drive; Suite 300
Florham Park, NJ 07932-1038

RE: Notice of Intent to Terminate Brownfield Plan #5 for the Pavilions of Troy

Dear Ms. Mistretta,

As part of the proposed Pavilions of Troy (a mixed use development shepherded by J. Hunter Richardson of Richardson Development Group), the Troy Brownfield Authority recommended approval of Troy Brownfield Plan #5 under the Michigan Brownfield Act (Act 381), which would have allowed reimbursement of environmental remediation costs through tax increment financing. At that time, Diamond Troy JV LLC was the owner of the property located at 3100 W. Big Beaver Road (Parcel Number 88-20-19-476-001). Upon information and belief, Diamond Troy JV LLC was an investment client of BlackRock Realty. The Troy City Council approved Brownfield Plan #5 on April 21, 2008.

There is now a proposal for a new mixed use development for this same property, which will require environmental remediation. The new developer is also seeking reimbursement of its required environmental remediation costs through tax increment financing under the Michigan Brownfield Act. Although Diamond Troy JV LLC did not perform any significant environmental remediation or any development on the property, due to the economic conditions at the time, and no longer has an interest in the property, the Michigan legislation requires the Troy City Council to take official action to terminate Troy Brownfield Plan #5 (Pavilions of Troy). This is required by Section 14 (8)(b) of Act 381. The Troy City Council is expected to take this official action at its regular meeting on Monday, September 29, 2025, starting at 7:30 pm. You are welcome to attend this meeting and comment on the proposed termination of Troy Brownfield Plan #5. You are also welcome to send to me any comments about the proposed termination in writing in advance of the September 29, 2025 meeting, and any such comments would be provided to the Troy City Council.

I am available to answer any questions that you have about this matter. My direct dial number is 248-524-3323; cell phone 248-885-1899; and my email is BLUHMLG@TROYMI.GOV.

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Grigg Bluhm".

Lori Grigg Bluhm
City Attorney

**CITY OF TROY
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN**

**FORBES/FRANKEL TROY VENTURES, LLC
APPROX. 28.18 ACRES AT
3050 WEST BIG BEAVER AND
3062 WEST BIG BEAVER
CITY OF TROY
OAKLAND COUNTY, MICHIGAN**

Approved by City of Troy Brownfield Redevelopment Authority: September 3, 2025
Approved by the City of Troy City Council: September 29, 2025

Developer:

Forbes/Frankel Troy Ventures, LLC

c/o The Forbes Company
100 Galleria Officentre, Suite 427
Southfield, MI 48034
Contact Person: Nathan Forbes
Telephone: (248) 827-4600

Prepared By:

Richard A. Barr
Honigman LLP
660 Woodward Avenue, Ste. 2290
Detroit, MI 48226
(313) 465-7308
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- Table 2: Tax Increment Revenue Capture Estimates
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*Brownfield Plan for the Former Kmart Headquarters Site Project
at 3050 & 3062 West Big Beaver Road, City of Troy, Michigan*

PROJECT SUMMARY

Project Name: Former Kmart Headquarters Site Redevelopment

Project Location: 3050 West Big Beaver Road and 3062 West Big Beaver Road, Troy, Oakland County, Michigan (the "Property").

Eligibility The property is a facility, blighted and functionally obsolete.

Eligible Activities: Department Specific Activities, Demolition, Asbestos Assessment and Abatement and Preparation and Implementation of a Brownfield Plan and Act 381 Work Plan.

Developer Reimbursable Costs: \$9,215,466

Years to Complete Reimbursement: Reimbursement is estimated to continue for 6 years (until 2032), which is 3-4 years after estimated project completion.

Project Overview: The project will prepare the former Kmart Headquarters site at 3050 West Big Beaver Road and 3062 West Big Beaver Road for redevelopment including the demolition and removal of the existing, vacant structure and site improvements along West Big Beaver Road and south of Cunningham Drive. Environmental response activities and other eligible activities will be conducted during the redevelopment. A Concept Development Plan has been approved by the City of Troy pursuant to City of Troy ordinances.

I. INTRODUCTION AND PURPOSE

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of the City of Troy, Michigan (“the City”), the City established the City of Troy Brownfield Redevelopment Authority (“BRA” or the “Authority”) pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended, MCL 125.2651 et seq. (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible Brownfield Property within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and taxing units located within the City and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. Any change in the proposed developer or the determination of the ultimate use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Brownfield Plan contains information required by Section 13(2) of Act 381, MCL 125.2663, as amended.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13(2)(h)) and Project

The Eligible Property consists of two (2) adjacent parcels totaling approximately 28.18 acres at 3050 West Big Beaver Road and 3062 West Big Beaver Road, City of Troy, Oakland County, Michigan. The land was last used as the Kmart headquarters including a parking deck. The parcel and all tangible personal property located thereon will comprise the eligible property and are referred to herein as the “subject property.”

The Eligible Property is located on the Big Beaver corridor, bounded by Coolidge Highway to the east, Cunningham Drive to the north and west, and Big Beaver to the south. Detailed parcel information is outlined below.

Property Address	Parcel ID	Acres	Eligibility
3050 West Big Beaver	88-20-19-476-004	12.089	Facility, blighted and functionally obsolete
3062 West Big Beaver	88-20-19-476-005	16.089	Facility, blighted and functionally obsolete

Forbes/Frankel Troy Ventures, LLC (Forbes) is the project developer (“Developer”).

The Eligible Property is currently zoned “Planned Unit Development” (“PUD”) and is the subject of an approved PUD agreement. The Property was previously used as a global headquarters for Kmart and has been vacant since approximately 2006.

The Eligible Property's legal descriptions are included in Appendix A. The Eligible Property location map is included in Appendix B.

Site assessment activities commenced in 2022. Asbestos assessment and abatement activities started in 2022 and were substantially completed in 2023, following which building and site demolition activities commenced and were completed in 2025. Future uses for the Eligible Property include a variety of uses permitted under the PUD agreement. Construction of various portions of the project started in 2025. The project is estimated to be completed in or after 2029.

Based on expected and potential uses of the project site, it has been conservatively assumed for purposes of this Brownfield Plan that the true cash value of the taxable portion of the Eligible Property upon completion of all development and construction activities will be at least \$250,000,000. Additional substantial additional development and construction activities will be conducted but may not result in the creation of additional taxable value subject to capture under this Brownfield Plan if deemed exempt from property taxes.

The redevelopment of the Eligible Property is expected to bring new residents, workers and services to the City, support nearby businesses and assist in catalyzing continued investment along the West Big Beaver corridor.

A previously approved brownfield plan that included the Eligible Property was terminated by the City of Troy City Council prior to adoption of this Plan after notice was provided in accordance with Act 381.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2(p))

The Property was designed in the late 1960s and occupied by Kmart as a headquarters building in the 1970s. Kmart moved its headquarters to Illinois in approximately 2005 and the Property has sat vacant since. The Property consists of approximately 1.1 million square feet of office space and related surface and structure parking across the nearly 30-acre site. The surrounding area is used primarily for retail and commercial with residential neighborhoods on the Property's north boundary.

Each of the two parcels of the Property is considered "Eligible Property" as defined by Act 381, Section 2 because each is a "Facility" and has been determined to be "Blighted" and "Functionally Obsolete" as defined by Act 381.

Each of the two parcels of the Property has been determined to be a "Facility" due to the presence of hazardous substances in soil and groundwater as confirmed in test results prepared and summarized by Pinchin, LLC (formerly known as PM Environmental) on Appendix C. The Eligible Property is considered "Blighted" under Act 381 due to the property currently being unfit for its intended use due to the removal of utilities from the Property (see Appendix D). The determination of "Functional Obsolete" status prior to the commencement of demolition is due to inadequacies in design and deteriorating condition resulting from the lengthy building vacancy. Underground functionally obsolete improvements that currently remain on the property will be demolished and removed during the construction process. See affidavit concerning functional obsolescence prepared by the City of Troy's Assessor and attached as Appendix E.

C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))

Tax Increment Financing revenues will be used to reimburse the costs of “Eligible Activities” (as defined and permitted under Act 381) that include but are not limited to Department Specific Activities, demolition, asbestos assessment and abatement and the preparation and implementation of the Brownfield Plan and possible Act 381 Work Plan. An estimated itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the Property and are to be financed solely by the Developer. All activities are intended to be “Eligible Activities” under Act 381. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Department Specific Activities include a Phase I environmental site assessment, a Phase II environmental investigation, one or more potential future baseline environmental assessments, due care investigation required as part of the pre-redevelopment due diligence conducted on the Property, the potential removal and disposal of impacted soil and groundwater at the Property and required during the redevelopment, and one or more potential due care plans and due care implementation measures. Additional environmental response activities may be incurred under this Plan if warranted based upon additional information obtained in the future.
2. Asbestos Assessment and Removal. A pre-demolition hazardous materials assessment of the former Kmart Headquarters building identified the presence of hazardous materials including asbestos, mercury vapor light tubes, and PCB-containing light ballasts in the building that will be properly removed and disposed of prior to the demolition of the buildings. The plan includes the removal and disposal of all asbestos containing material prior to commencement or during building demolition.
3. Demolition. Demolition of the building and all site improvements on the parcel, including contaminated water in the basement of the building and potentially hazardous materials that were removed and properly disposed during the demolition process, including approximately 1,000 lineal feet of underground electrical and data ducts. Site improvement demolition includes removal and disposal of underground utilities and pavement and placement of backfill or engineered backfill in excavated areas. Materials will be recycled to the extent reasonably practical.
4. Preparation and implementation of the Brownfield Plan and associated activities.
5. Contingency. A contingency of \$225,848 is provided to address unanticipated environmental, demolition and/or other costs or conditions that may be encountered prior to completion of eligible activities.
6. Interest. Interest will be paid on the unreimbursed eligible costs accruing from the later of (i) the date of Plan approval by the City of Troy City Council or (ii) the date incurred pursuant to the terms of a reimbursement agreement between the BRA and Developer.

All activities are intended to be “Eligible Activities” under Act 381. Costs of Eligible Activities may be reimbursed whether incurred before or after adoption of this Brownfield Plan. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$9,215,466 including contingency and interest. Reimbursements to the Developer for the Eligible Activities costs incurred or to be incurred under the Plan (other than allowed interest) shall not exceed \$7,561,514, unless the Plan is amended and approved by the City of Troy City Council. The not-to-exceed amount shall not apply to reimbursements from interest accrued under the Plan.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))

Incremental taxes on the Eligible Property included in the project will be captured under this Plan commencing in the 2027 tax year to reimburse Eligible Activity costs including interest (provided that taxes captured for school operating purposes will be captured and used to reimburse only the costs described in section 13b(8) of Act 381, MCL 125.2663b(8)). The combined base taxable value of the Property shall be determined based on the taxable value of the Property as of December 31, 2024, which is \$7,211,170.¹ The estimated taxable value of the land and completed improvements on the Property is \$125,259,952 (as of 2030) with interim increases of taxable value during development and construction. An estimated annual increase in taxable value of 2.5% has been used to estimate future taxable value and tax increment revenue. Tables 2 and 3 include estimates of captured tax increment revenues for each year of the Plan from the Eligible Property and reimbursements. The Plan will also capture all eligible incremental personal property taxes (provided that taxes captured for school operating purposes will be captured and used to reimburse only the costs described in section 13b(8) of Act 381, MCL 125.2663b(8)), but Tables 2 and 3 do not include an estimate of those incremental personal property taxes due to the uncertainty at this time of the amount of taxable personal property expected to be generated.

The BRA has established a Local Brownfield Revolving Fund (LBRF). Under the Plan, the LBRF will capture for deposit available tax increment revenues attributed to the levies of local taxes until the end of the second full tax year following the completion of Developer reimbursement, including any remaining available tax increment revenues following Developer reimbursement in the year that Developer reimbursement is complete. The estimated total capture for the LBRF included in this plan following Developer reimbursement is estimated to be \$7,845,814. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381.

Payment of BRA administrative fees will occur prior to reimbursement of eligible activity costs to Developer. LBRF capture will occur after all payments have been made to Developer, estimated in Table 3.

E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))

Eligible activities will be paid and financed by Developer. Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by Developer will be reimbursed under Act 381 with incremental taxes generated by the Property. The estimated amount of tax increment revenue capture from the Property to Developer, BRA, the LBRF and the State Brownfield Redevelopment Fund is \$17,273,530 net of surplus capture to be distributed to taxing units. Actual capture is expected to vary from this estimated based upon the nature, taxable value and time of development of the Property.

No advances will be made by the BRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e)).

No note or bonded indebtedness will be incurred by any local unit of government for this project.

¹ Parcel 88-20-17-476-004 (3050 W. Big Beaver) was conveyed to the University of Michigan in 2025 as described by the property transfer affidavit attached in Appendix F. The tax-exempt status of the University's ownership will result in the parcel being exempt from ad valorem property taxes as of December 31, 2025.

G. Duration of Brownfield Plan (Sec. 13 (2)(f))

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The Property will become part of this Plan on the date this Plan is approved by the City of Troy City Council.

H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))

Taxes on the Eligible Property will continue to be disbursed throughout the duration of this Plan to taxing jurisdictions based upon the initial (base) taxable value.

The following is a summary of the impact to taxing jurisdictions from revenues generated from the assumed redevelopment for the life of the Plan, including the amount captured for Developer eligible activity reimbursement, administrative fees, the state brownfield redevelopment fund, and the local brownfield revolving fund:

	Total	Reimbursement of Costs and Interest (if applicable)	Troy BRA Administrative Fee	State Redev. Fund	Local Brownfield Revolving Fund	Surplus distributions to taxing units
School Taxes						
School Operating	\$225,470	\$225,470	\$0	\$0	\$0	\$0
State Education Tax	<u>\$85,245</u>	<u>\$42,623</u>	\$0	<u>\$42,623</u>	<u>\$0</u>	<u>\$0</u>
Total	\$310,716	\$268,093	\$0	\$42,623	\$0	\$0
City/Twp Non-School Taxes						
City General	\$5,230,817	\$2,759,098	\$52,308	\$0	\$2,419,411	\$0
City Capital	\$913,542	\$481,866	\$9,135	\$0	\$422,541	\$0
City Refuse	\$877,168	\$462,679	\$8,772	\$0	\$405,717	\$0
Library	\$858,417	\$452,789	\$8,584	\$0	\$397,044	\$0
School Sinking Fund	\$767,723	\$404,951	\$7,677	\$0	\$355,095	\$0
County Non-School Taxes						
County Operating	\$3,162,713	\$1,668,235	\$31,627	\$0	\$1,462,850	\$0
Community College	\$1,186,752	\$625,976	\$11,868	\$0	\$548,908	\$0
ISD Operating	\$149,843	\$79,038	\$1,498	\$0	\$69,307	\$0
ISD Extra Voted	\$2,372,940	\$1,251,654	\$23,729	\$0	\$1,097,556	\$0
County Parks	\$519,943	\$274,254	\$5,199	\$0	\$240,489	\$0
HI/CL Metro Authority	\$165,938	\$87,527	\$1,659	\$0	\$76,751	\$0
Oakland Transit	<u>\$757,020</u>	<u>\$399,305</u>	<u>\$7,570</u>	<u>\$0</u>	<u>\$350,145</u>	<u>\$0</u>
Total Incremental Local Taxes Paid	<u>\$16,962,814</u>	<u>\$8,947,372</u>	<u>\$169,628</u>	<u>\$0</u>	<u>\$7,845,814</u>	<u>\$0</u>
Total School and Non-School Capturable	\$17,273,530	\$9,215,465	\$169,628	\$42,623	\$7,845,814	\$0

Non-capturable millages, including debt millages and the zoo authority and art institute levies, are estimated to generate an additional \$5,140,525 during the life of the Plan as presented below:

<u>Non-Capturable Taxes</u>	
School Debt	\$ 4,908,920
DIA Tax	\$ 155,878
Zoo Tax	\$ 75,726
Total Non-Capturable Millages	\$ 5,140,525

See Table 2 for a complete breakdown of estimated available tax increment revenue and estimated annual reimbursements. Capture from personal property taxes is not included in the estimates due to the uncertainty as to the amount of taxable personal property that will be present.

I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))

The legal description of the Property included in this Plan is attached in Appendix A. A property location map is included in Appendix B. Documentation describing characteristics that qualify the Property as eligible property are provided in Appendix C, Appendix D, and Appendix E. Personal property is included as part of the eligible property to the extent that it is taxable personal property.

J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))

No displacement of residents or families is expected as part of this project.

K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13(2)(m))

The City of Troy City Council, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the project described herein.

As noted in Section H and Table 2, the Plan contemplates the limited capture of taxes levied for school operating purposes. Pursuant to Section 13b(8) of Act 381, MCL 125.2663b(8), approval by the Michigan Strategic Fund (MSF) or the Michigan Department of Environment, Great Lakes, and Energy (EGLE) is not required for the capture of taxes levied for school operating purposes, to reimburse the following costs incurred related to the Plan: a Phase I environmental site assessment, a Phase II environmental investigation, one or more potential future baseline environmental assessments, a due care investigation required as part of the pre-redevelopment due diligence conducted on the Property, pre-asbestos abatement and demolition surveys, and demolition activities in an amount not to exceed \$250,000.

APPENDIX A

Legal Description

88-20-19-476-004:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING; THENCE S87°20'02"W 323.99 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 239.52 FEET; THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 548.00 FEET; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 244.07 FEET; THENCE S87°20'02"W 318.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 148.83 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE 289.06 FEET ALONG A CURVE TO THE RIGHT HAVING A 185.00 FEET RADIUS WITH A CENTRAL ANGLE OF 89°31'26" WHOSE CHORD BEARS N42°05'47"E (RECORDED AS N44°44'15"E) 260.54 FEET; THENCE N86°51'32"E (RECORDED AS N89°30'00"E) 1006.55 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 342.17 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING CONTAINING 12.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

88-20-19-476-005:

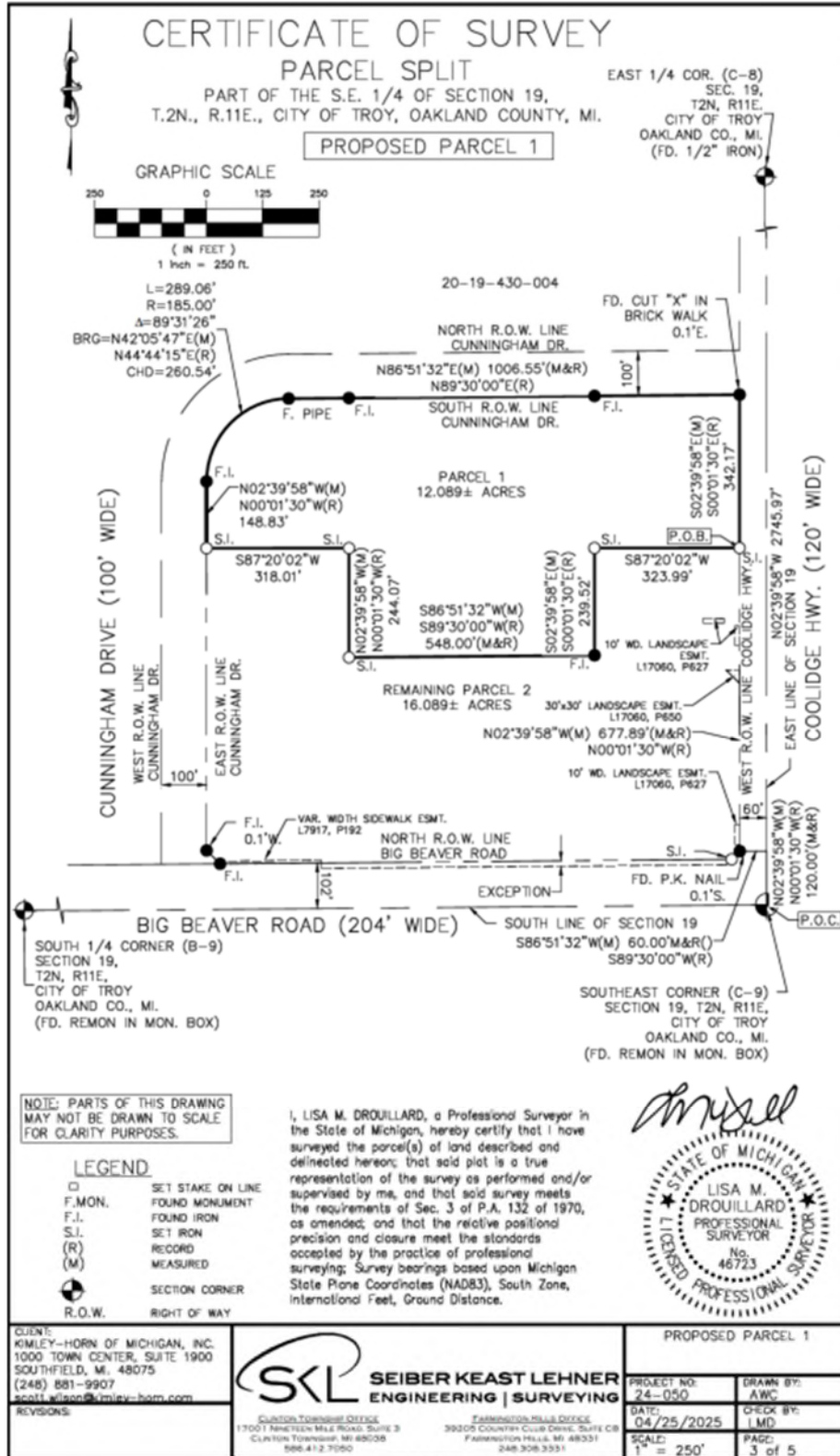
A PARCEL OF LAND LOCATED IN AND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET TO THE POINT OF BEGINNING; THENCE S42°10'26"W (RECORDED AS S44°48'54"W) 25.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BIG BEAVER ROAD (204 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 1142.03 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID BIG BEAVER ROAD; THENCE N47°54'08"W (RECORDED AS N45°15'40"W) 42.22 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE CONTINUING N02°39'58"W (RECORDED AS N00°01'30"W) 675.74 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE N87°20'02"E 318.01 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 244.07 FEET; THENCE N86°51'32"E (RECORDED AS N89°30'00"E) 548.00 FEET; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 239.52 FEET; THENCE N87°20'02"E 323.99 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING, CONTAINING 16.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

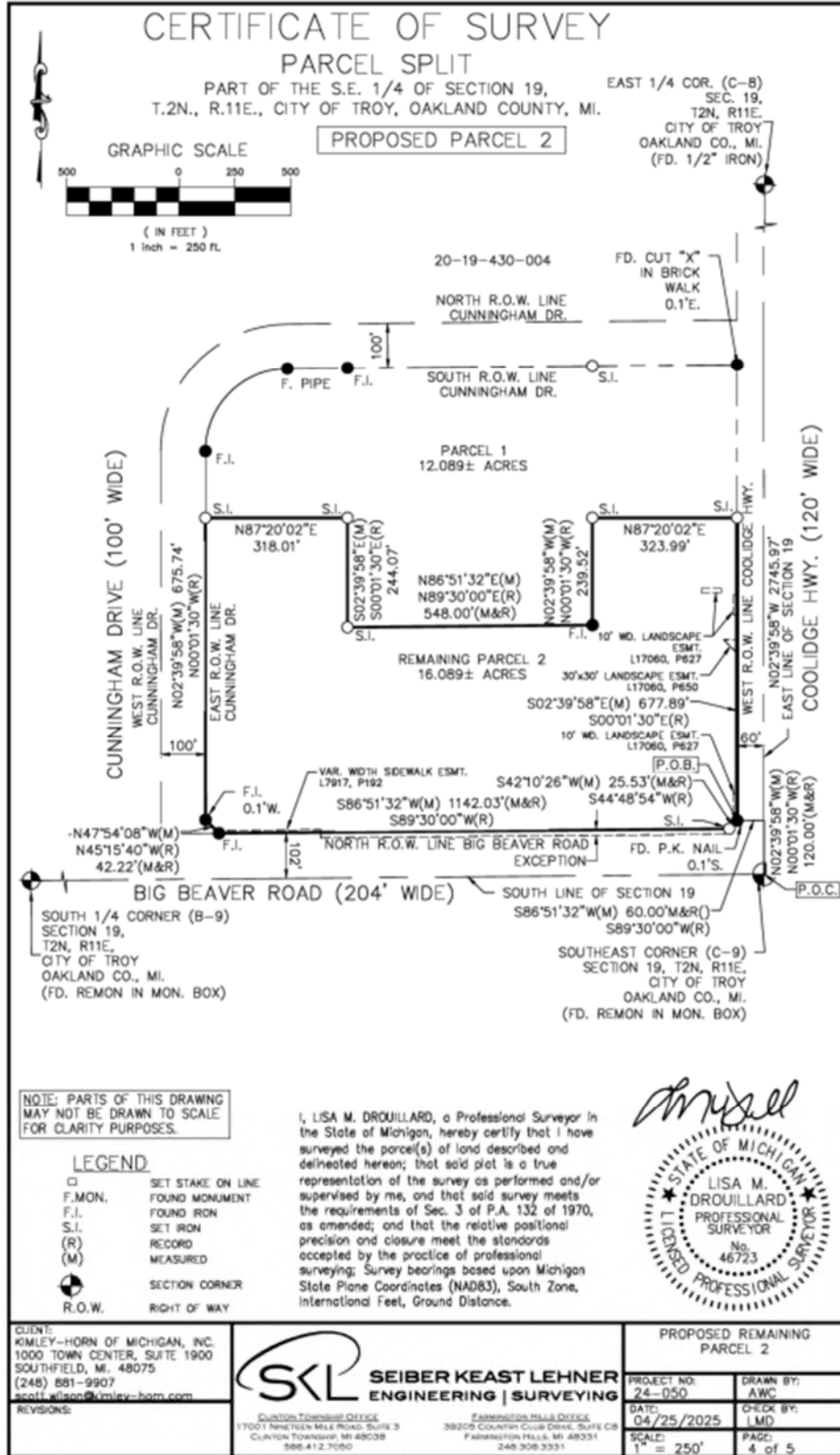
APPENDIX B

Survey of Property

88-20-19-476-004 (3050 West Big Beaver):

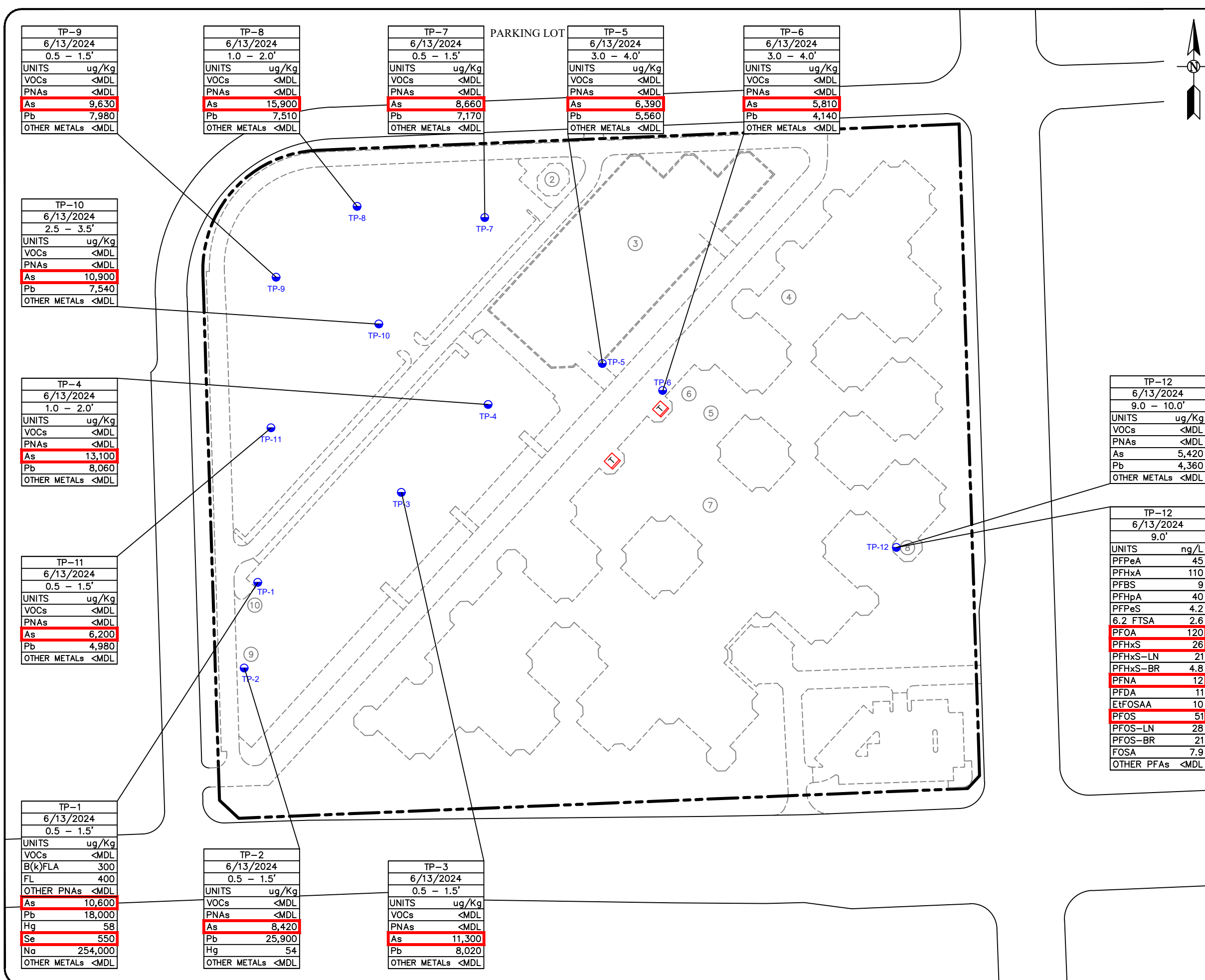


88-20-19-476-005 (3062 West Big Beaver):



APPENDIX C

Environmental Test Results Confirming Facility Status



LEGEND:

- SUBJECT PROPERTY
- SUBJECT BUILDING
- APPROXIMATE FORMER/HISTORICAL SITE FEATURES
- PAD MOUNTED TRANSFORMER
- AST
- ABOVEGROUND STORAGE TANK
- TEST PIT/SAMPLING LOCATIONS

ANALYTES

B(k)FLA	BENZO(k)FLUORANTHENE
FL	FLUORANTHENE
PFPeA	PERFLUOROPENTANOIC ACID
PFHxA	PERFLUOROHEXANOIC ACID
PFBS	PERFLUOROBUTANE SULFONIC ACID
PFHpA	PERFLUOROHEPTANOIC ACID
PFPeS	PERFLUOROPENTANE SULFONIC ACID
6.2 FTSA	6.2 FLUOROTELOMER SULFONIC ACID
PFOA	PERFLUOROOCTANOIC ACID
PFHxS	PERFLUOROHEXANE SULFONIC ACID
PFHxS-LN	PERFLUOROHEXANE SULFONIC ACID - LN
PFHxS-BR	PERFLUOROHEXANE SULFONIC ACID - BR
PFNA	PERFLUORONONANOIC ACID
PFDA	PERFLUORODECANOIC ACID
EtFOSAA	N-ETHYL PERFLUOROOCTANE SULFOAMIDOACETIC ACID
PFOS	PERFLUOROCTANE SULFONIC ACID
PFOS-LN	PERFLUOROCTANE SULFONIC ACID - LN
PFOS-BR	PERFLUOROCTANE SULFONIC ACID - BR
FOSA	PERFLUOROCTANE SULFONAMIDE
As	ARSENIC
Pb	LEAD
Hg	MERCURY
Se	SELENIUM
Na	SODIUM
VOCs	VOLATILE ORGANIC COMPOUNDS
PNAs	POLYNUCLEAR AROMATIC COMPOUNDS
PFAs	PER- AND POLYFLUOROALKYL SUBSTANCES
MDL	METHOD DETECTION LIMIT

VALUE EXCEEDS CRITERIA

#	FORMER SITE FEATURES
①	FORMER 6,000-GALLON DIESEL AST
②	FORMER ANTENNA BUILDING
③	FORMER PARKING STRUCTURE
④	FORMER BLUE PRINT ROOM
⑤	FORMER PHOTOGRAPHY DEVELOPING, PLATING, STAMPING, PRINTING
⑥	FORMER TRANSFORMER ROOM, OIL STORAGE, SHOP, SUMP AND OIL/WATER SEPARATOR
⑦	FORMER PRESS ROOM
⑧	FORMER BASEMENT LOCATION
⑨	FORMER AST EQUIPMENT FUELING AREA
⑩	FORMER SALT PILE

NOTE:

- REFER TO TABLES FOR COMPLETE LIST OF COMPOUNDS ANALYZED.
- SOIL ANALYTICAL RESULTS PRESENTED IN MICROGRAMS PER KILOGRAM (ug/Kg).
- GROUNDWATER ANALYTICAL RESULTS ARE PRESENTED IN NANOGRAMS PER LITER (ng/L).



FIGURE 3
SOIL AND GROUNDWATER ANALYTICAL RESULTS

PROJECT: FORMER K-MART HEADQUARTERS
3100 WEST BIG BEAVER ROAD
TROY, MI

THIS IS NOT A LEGAL SURVEY	DRAWN BY: KS/CS/MM/BB	DATE: 10/31/2022
VERIFY SCALE	CHECKED BY: AS	REVISED DATE: 6/27/2024
0 150'	FILE NAME: 01-14340-0-002F00R00	

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

**TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
VOCs, PNAs, AND METALS
3100 WEST BIG BEAVER ROAD, TROY, MICHIGAN
PM PROJECT # 01-14340-0-0002**

Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), and Metals (µg/Kg)			VOCs	Benzol(k)fluoranthene	Fluoranthene	Other VOCs	Arsenic	Lead	Mercury	Selenium	Sodium
Chemical Abstract Service Number (CAS#)			Various	207089	206440	Various	7440382	7439921	7439976	7782492	7440235
Sample ID	Sample Date	Sample Depth (feet bgs)	VOCs	PNAs			Metals				
TP-1	06/13/2024	0.5-1.5	<MDL	300	400	<MDL	10,600	18,000	58	550	254,000
TP-2	06/13/2024	0.5-1.5	<MDL	<300	<300	<MDL	8,420	25,900	54	<400	NA
TP-3	06/13/2024	0.5-1.5	<MDL	<300	<300	<MDL	11,300	8,020	<50	<400	NA
TP-4	06/13/2024	1.0-2.0	<MDL	<300	<300	<MDL	13,100	8,060	<50	<400	NA
TP-5	06/13/2024	3.0-4.0	<MDL	<300	<300	<MDL	6,390	5,560	<50	<400	NA
TP-6	06/13/2024	3.0-4.0	<MDL	<300	<300	<MDL	5,810	4,140	<50	<400	NA
TP-7	06/13/2024	0.5-1.5	<MDL	<300	<300	<MDL	8,660	7,170	<50	<400	NA
TP-8	06/13/2024	1.0-2.0	<MDL	<300	<300	<MDL	15,900	7,510	<50	<400	NA
TP-9	06/13/2024	0.5-1.5	<MDL	<300	<300	<MDL	9,630	7,980	<50	<400	NA
TP-10	06/13/2024	2.5-3.5	<MDL	<300	<300	<MDL	10,900	7,540	<50	<400	NA
TP-11	06/13/2024	0.5-1.5	<MDL	<300	<300	<MDL	6,210	4,980	<50	<400	NA
TP-12	06/13/2024	9.0-10.0	<MDL	<300	<300	<MDL	5,420	4,360	<50	<400	NA
Cleanup Criteria Requirements for Response Activity (R 299.1 - R 299.50) Generic Soil Cleanup Criteria Tables 2 and 3: Residential and Non-Residential Part 201 Generic Cleanup Criteria and Screening Levels/Part 213 Risk-Based Screening Levels, June 25, 2018 EGLE Volatilization to Indoor Air Pathway (VIAP) Screening Levels, September 4, 2020											
Residential (µg/Kg)											
Statewide Default Background Levels	NA	NA	NA	NA	5,800	21,000	130	410	NA	NA	NA
Drinking Water Protection (Res DWP)	Various	NLL	7.30E+05	Various	4,600	7.00E+05	1,700	4,000	4.60E+06	NA	NA
Groundwater Surface Water Interface Protection (GSIP)	Various	NLL	5,500	Various	4,600	8.3E+06 (G,X)	50 (M); 1.2	400	NA	NA	NA
Soil Volatilization to Indoor Air Inhalation (Res SVII)	Various	NLV	1.0E+9 (D)	Various	NLV	NLV	48,000	NLV	NLV	NLV	NLV
Ambient Air Infinite Source Volatile Soil Inhalation (Res VSI)	Various	NLV	7.40E+08	Various	NLV	NLV	52,000	NLV	NLV	NLV	NLV
Ambient Air Finite VSI for 5 Meter Source Thickness	Various	NLV	7.4E+08	Various	NLV	NLV	52,000	NLV	NLV	NLV	NLV
Ambient Air Finite VSI for 2 Meter Source Thickness	Various	NLV	7.4E+08	Various	NLV	NLV	52,000	NLV	NLV	NLV	NLV
Ambient Air Particulate Soil Inhalation (Res PSI)	Various	ID	9.3E+09	Various	7.20E+05	1.00E+08	2.00E+07	1.30E+08	ID	ID	ID
Direct Contact (Res DC)	Various	2.00E+05	4.6E+07	Various	7,600	4.00E+05	1.60E+05	2.60E+06	1.0E+9 (D)	1.0E+9 (D)	1.0E+9 (D)
Nonresidential (µg/Kg)											
Drinking Water Protection (Nonres DWP)	Various	NLL	7.30E+05	Various	4,600	7.00E+05	1,700	4,000	7.00E+06	NA	NA
Soil Volatilization to Indoor Air Inhalation (Nonres SVII)	Various	NLV	1.0E+9 (D)	Various	NLV	NLV	89,000	NLV	NLV	NLV	NLV
Ambient Air Infinite Source Volatile Soil Inhalation (Nonres VSI)	Various	NLV	8.9E+08	Various	NLV	NLV	62,000	NLV	NLV	NLV	NLV
Ambient Air Finite VSI for 5 Meter Source Thickness	Various	NLV	8.8E+08	Various	NLV	NLV	62,000	NLV	NLV	NLV	NLV
Ambient Air Finite VSI for 2 Meter Source Thickness	Various	NLV	8.8E+08	Various	NLV	NLV	62,000	NLV	NLV	NLV	NLV
Ambient Air Particulate Soil Inhalation (Nonres PSI)	Various	ID	4.1E+09	Various	9.10E+05	4.40E+07	8.80E+06	5.90E+07	ID	ID	ID
Direct Contact (Nonres DC)	Various	8.00E+05	1.3E+08	Various	37,000	9.0E+5 (DD)	5.80E+05	9.60E+06	1.0E+9 (D)	1.0E+9 (D)	1.0E+9 (D)
Screening Levels (µg/Kg)											
Soil Saturation Concentration Screening Levels (Csat)	Various	NA	NA	Various	NA	NA	NA	NA	NA	NA	NA
Residential Volatilization to Indoor Air Pathway Screening Level (VIAP)	Various	NA	NA	Various	NA	NA	22 (M)	NA	NA	NA	NA
Nonresidential Volatilization to Indoor Air Pathway Screening Level (VIAP)	Various	NA	NA	Various	NA	NA	390	NA	NA	NA	NA

Criteria/RBSL Exceeded

BOLD Value Exceeds Criteria

Value Exceeds Screening Level

Screening Level Exceeded

µg/Kg Micrograms Per Kilogram

bgs Below Ground Surface

<MDL Not detected at levels above the laboratory Method Detection Limit (MDL)

NA Not Applicable

NLL Not Likely to Leach

NLV Not Likely to Volatilize

ID Insufficient Data

{ } Other Alpha notation, please refer to EGLE Footnotes R 299.49 Footnotes for Generic Cleanup Criteria Tables, December 21, 2020

() Other Alpha notation, please refer to EGLE Guidance for the Vapor Intrusion Pathway Appendix D.1 Footnotes, February 28, 2024

{G} Metal GSIP Criteria for Surface Water Not Protected for Drinking Water Use based on 418 mg/L CaCO3 Hardness: Station ID 630003, River Rouge at Wattles Road, Troy, MI.

**TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
PER- AND POLYFLUOROALKYL SUBSTANCES
3100 WEST BIG BEAVER ROAD, TROY, MICHIGAN
PM PROJECT # 01-14340-0-0002**

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) (ng/L)				Perfluoropentanoic Acid (PFPeA)	Perfluorohexanoic Acid (PFHxA)	Perfluorobutane Sulfonic Acid (PFBS)	Perfluoroheptanoic Acid (PFHpA)	Perfluoropentane Sulfonic Acid (PFPeS)	6:2 Fluorotelomer Sulfonic Acid (6:2 FTSA)	Perfluorooctanoic Acid (PFOA)	Perfluorohexane Sulfonic Acid (PFHxS)	Perfluorohexane Sulfonic Acid - LN (PFHxS-LN)	Perfluorohexane Sulfonic Acid - BR (PFHxS-BR)	Perfluorononanoic Acid (PFNA)	Perfluorodecanoic Acid (PFDA)	N-Ethyl Perfluorooctane Sulfoamidoacetic Acid (EiFOAAA)	Perfluorooctane Sulfonic Acid (PFOS)	Perfluorooctane Sulfonic Acid - LN (PFOS-LN)	Perfluorooctane Sulfonic Acid - BR (PFOS-BR)	Perfluorooctane Sulfonamide (FOSA)	Other PFAS
Chemical Abstract Service Number (CAS#)				2706903	307244	375735	375859	2706914	27619972	335671	355464	355464LN	355464BR	375951	335762	2991506	1763231	1763231LN	1763231BR	754916	Various
Sample ID	Sample Date	Screen Depth (bgs)	Depth to Groundwater (bgs)																		
TP-12	6/13/2024	NA	9.0	45	110	9	40	4.2	2.6	120	26	21	4.8	12	11	10	51	28	21	7.9	<MDL
Cleanup Criteria Requirements for Response Activity (R 299.1 - R 299.50) Generic Groundwater Cleanup Criteria Table 1: Residential and Non-Residential Part 201 Generic Cleanup Criteria and Screening Levels/Part 213 Risk-Based Screening Levels, December 21, 2020 EGLE Volatilization to Indoor Air Pathway (VIAP) Screening Levels, September 4, 2020																					
Residential/Nonresidential (ng/L)																					
Residential Drinking Water (Res DW)	NL	400,000 {A}	420 {A}	NL	NL	NL	8 {A}	51 {A}	NL	NL	6 {A}	NL	NL	16 {A}	NL	NL	NL	NL	NL	NL	NL
Residential Health Based Drinking Water Values	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	16 {A}	NL	NL	NL	NL
Nonresidential Drinking Water (Nonres DW)	NL	400,000 {A}	420 {A}	NL	NL	NL	8 {A}	51 {A}	NL	NL	6 {A}	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL
Nonresidential Health Based Drinking Water Values	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL
Groundwater Surface Water Interface (GSI)	NL	NA	670 {X}	NL	NL	NL	12,000 {X}	0.21 {X}	NL	NL	0.03 {X}	NL	NL	0.17 {X}	NL	NL	NL	NL	NL	NL	NL
Residential Groundwater Volatilization to Indoor Air Inhalation (Res GVII) ¹	NL	ID	ID	NL	NL	NL	ID	ID	NL	NL	ID	NL	NL	NL	NL	NL	NLV	NL	NL	NL	NL
Nonresidential Groundwater Volatilization to Indoor Air Inhalation (Nonres GVII) ¹	NL	ID	ID	NL	NL	NL	ID	ID	NL	NL	ID	NL	NL	NL	NL	NL	NLV	NL	NL	NL	NL
Screening Levels (ng/L)																					
Residential Shallow Volatilization to Indoor Air Pathway Screening Level (VIAP) ²	NL	NL	NL	NL	NL	NL	TX	NL	NL	NL	NL	NL	NL	NL	NL	NA	NL	NL	NL	NL	NL
Residential Volatilization to Indoor Air Pathway Screening Level (VIAP) ³	NL	NL	NL	NL	NL	NL	TX	NL	NL	NL	NL	NL	NL	NL	NL	NA	NL	NL	NL	NL	NL
Nonresidential Shallow Volatilization to Indoor Air Pathway Screening Level (VIAP) ⁴	NL	NL	NL	NL	NL	NL	TX	NL	NL	NL	NL	NL	NL	NL	NL	NA	NL	NL	NL	NL	NL
Nonresidential Volatilization to Indoor Air Pathway Screening Level (VIAP) ⁵	NL	NL	NL	NL	NL	NL	TX	NL	NL	NL	NL	NL	NL	NL	NL	NA	NL	NL	NL	NL	NL
Water Solubility	NL	NA	NA	NL	NL	NL	9.50E+09	NA	NL	NL	NA	NL	NA	NL	NL	3,100	NL	NL	NL	NL	NL
Flammability and Explosivity Screening Level	NL	NA	NA	NL	NL	NL	NA	NA	NL	NL	NA	NL	NA	NL	NL	NA	NL	NL	NL	NL	NL

Criteria/RBSL Exceeded

BOLD Value Exceeds Criteria

Value Exceeds Screening Level

underline Screening Level Exceeded

¹ Tier 1 GVII Criteria based on 3 meter (or greater) groundwater depth

² Screening Levels based on depth to groundwater less than 10.0 feet

³ Screening Levels based on depth to groundwater greater than 10.0 feet and not in contact with the building foundation

⁴ Screening Levels based on depth to groundwater less than 5.0 feet

⁵ Screening Levels based on depth to groundwater greater than 5.0 feet and not in contact with the building foundation

ng/L Nanograms Per Liter

bgs Below Ground Surface

<MDL Not detected at levels above the laboratory Method Detection Limit (MDL)

NA Not Applicable

NL Not Listed

ID Insufficient Data

TX The Remediation and Redevelopment Division Toxicology Unit has not identified an inhalation toxicity value for the hazardous substance at the date of publication of these values

{ } Other Alpha notation, please refer to EGLE Footnotes R 299.49 Footnotes for Generic Cleanup Criteria Tables, December 21, 2020

APPENDIX D

Statement of Blighted Condition



500 West Big Beaver
Troy, MI 48084
troymi.gov

Building Inspection
248.524.3344
Fax: 248-689-3120

05/22/2024

RICHARD A. BARR
HONIGMAN LLP
rbarr@honigman.com

The following affidavit is extended by the City of Troy Building Department per the request made by Richard A Barr via email to Kelly M. Timm City Assessor.


The property with parcel numbers 88-20-19-476-001 and 88-20-430-004 at 3100 W Big Beaver is showing on record the following clearances:

- Wrecking Clearance from DTE on October 23, 2023.
- Consumers Energy Disconnection of Gas Services # 1068500183 on September 25, 2023.
- Memorandum (Email form) from Jing Lin indicating that the Kmart contractor has disconnected the water and sewer and that the Troy Engineering Dpt. was ok for the Building Department to grant a demo permit.

(Three documents attached)

As indicated on the attached documents and with the statement given by Richard A. Barr the Building Utilities have been permanently disconnected so the property is currently unfit for the originally approved intended use.

State of: Michigan
County of: OAKLAND
The foregoing instrument was acknowledged
before me 22 day of MAY, 2024
Rikki Varian
Your Name Here, Notary Public
My Commission Expires August 31 2029


Salim O Huerta Building Official
City of Troy, MI

Note: The parcel numbers included in Appendix D above reflect the parcel numbers for the Eligible Property as of the date of the statement. New parcel numbers as shown in Section II.A of the Plan have been assigned to the Eligible Property based on the current ownership allocation of the Eligible Property. Both the parcel numbers in Appendix D and the parcel numbers in Section II.A of the Plan reflect the same Eligible Property.



Wrecking Clearance

Date: October 23, 2023

RE: 3100 W. Big Beaver
Troy, MI 48084

Concerning building to be wrecked at 3100 W. Big Beaver.

Electric meter(s) and service connection(s) were confirmed disconnected and removed from the building on 10/21/23.

No hazardous conditions existed by reason of proximity of DTE Energy Installations.

Michael J. Kangas /S/

(Employee Signature)



Count on Us

Support Specialist Mailing Center

530 W Willow Street, PO Box 30162 Lansing, MI 48937-001

September 25, 2023

FORBES FRANKEL TROY VENTURES LLC
100 GALLERIA OFFICENTRE, STE 427
SOUTHFIELD, MI 48034-6295

Notification #1068500183

RE: CONSUMERS ENERGY DISCONNECTION OF GAS SERVICE

Dear Valued Customer:

This is to notify you that Consumers Energy has disconnected the GAS SERVICE for 3100 W BIG BEAVER, in TROY, Michigan.

In the interests of safety, the applicant agrees to make a final inspection of the building and if not satisfied that GAS SERVICE are disconnected, will call Consumers Energy. A company representative will respond as soon as practical to resolve the problem.

If you need any further information or assistance, please feel free to call me at 844-316-9537.

Timothy R Acho
Consumers Energy Representative

REMEMBER: Please contact MISS DIG at 1-800-482-7171, 72 hours prior to digging.

Tommaso Caporuscio

From: Jing Lin
Sent: Wednesday, November 8, 2023 8:57 AM
To: Tommaso Caporuscio
Cc: Antonio A Cicchetti; Emily C Ause; Michael P Dooley
Subject: RE: 3100 W Big Beaver Kmart HQ DEMO

Hi Tom,

The Kmart contractor has disconnected the water/sewer, Engineering is ok with Building releasing the demo permit.

Thanks,
Jing Lin, P.E.

Senior Civil Engineer | City of Troy
O: 248-524-3387

From: Tommaso Caporuscio <Tommaso.Caporuscio@troymi.gov>
Sent: Wednesday, November 8, 2023 8:17 AM
To: Jing Lin <Jing.Lin@troymi.gov>
Cc: Antonio A Cicchetti <Antonio.Cicchetti@troymi.gov>; Emily C Ause <Emily.Ause@troymi.gov>
Subject: 3100 W Big Beaver Kmart HQ DEMO

Good Morning,

Can you please provide an update for this project? The applicant is asking for the Building Department to release this permit.

NOTE: Building will only release the permit once Engineering is satisfied.

Thank you,



Tom Caporuscio
Deputy Building Official
Commercial Plans Examiner
City of Troy
O: 248.524.3374
F: 248.689.3120



APPENDIX E

Statement of Functional Obsolescence



500 West Big Beaver
Troy, MI 48084
troymi.gov

Assessing Department
248.524.3305

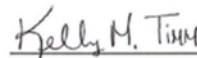
AFFIDAVIT OF KELLY M. TIMM

STATE OF MICHIGAN }
 }
COUNTY OF OAKLAND }


Kelly M. Timm, being sworn, says:

1. I have personal knowledge of the facts stated in this affidavit, and, if sworn, as a witness, I am competent to testify hereto.
2. I am the City Assessor, MMAO, PPE for the City of Troy, County of Oakland, State of Michigan.
3. I have inspected the specific properties and its related improvements at the location of the former Kmart Headquarters. (Parcel Numbers 88-20-19-476-002 & 88-20-19-476-003). The property suffers from severe physical depreciation, and has been vacant as of early 2006.
4. On the basis of my inspection of the property on August 10, 2023, I have determined that the property is "functionally obsolete". This means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property. As of the date hereof, the buildings utilities have been terminated.
5. Further affiant sayeth not.

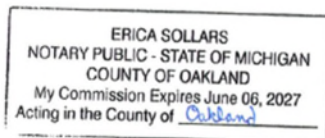
Subscribed and sworn to me this
31st day of October, 2024



Kelly M. Timm
City of Troy Assessor



Erica Sollars
Notary Public, Oakland County
My Commission expires June 6, 2027



Note: The parcel numbers included in Appendix E above reflect the parcel numbers for the Eligible Property as of the date of the statement. New parcel numbers as shown in Section II.A of the Plan have been assigned to the Eligible Property based on the current ownership allocation of the Eligible Property. Both the parcel numbers in Appendix E and the parcel numbers in Section II.A of the Plan reflect the same Eligible Property.

**Brownfield Plan for the Former Kmart Headquarters Site Project
at 3050 & 3062 West Big Beaver Road, City of Troy, Michigan**



500 West Big Beaver
Troy, MI 48084
troymi.gov

Assessing Department
248.524.330

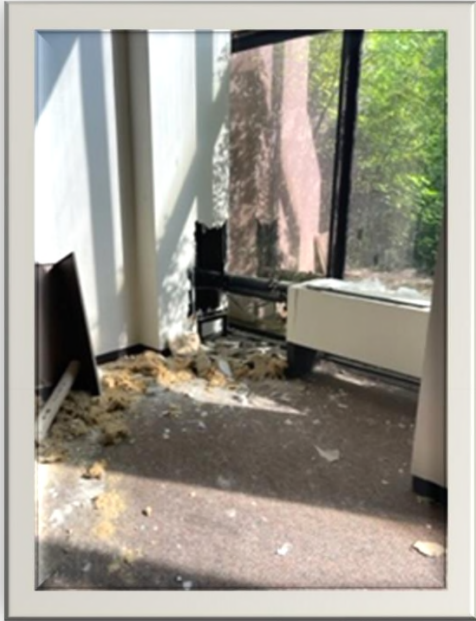


**Brownfield Plan for the Former Kmart Headquarters Site Project
at 3050 & 3062 West Big Beaver Road, City of Troy, Michigan**



500 West Big Beaver
Troy, MI 48084
troymi.gov

Assessing Department
248.524.3305



APPENDIX F

Property Transfer Affidavit for Parcel Conveyance to University of Michigan

19-476-004

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The completed Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

1. Street Address of Property 3100 W. Big Beaver Road		2. County Oakland	3. Date of Transfer (or land contract signed) 6-10-2025
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village Troy		5. Purchase Price of Real Estate \$ 7,348,823.56	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. See Exhibit A attached hereto 20-19-476-004		6. Seller's (Transferor) Name Forbes/Frankel Troy Ventures LLC	
		8. Buyer's (Transferee) Name and Mailing Address The Regents of the University of Michigan 326 E. Hoover, Mail Stop E, Ann Arbor, MI 48109	
		9. Buyer's (Transferee) Telephone Number	

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include, but are not limited to, deeds, land contracts, transfers involving trusts or wills, certain long-term leases and business interest. See page 2 for list.
 Land Contract Lease Deed Other (specify) _____

11. Was property purchased from a financial institution? 12. Is the transfer between related persons?
 Yes No Yes No

13. Amount of Down Payment

14. If you financed the purchase, did you pay market rate of interest? 15. Amount Financed (Borrowed)
 Yes No

EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

Transfer from one spouse to the other spouse

Change in ownership solely to exclude or include a spouse

Transfer between certain family members *(see page 2)

Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)

Transfer between certain family members of that portion of a property after the expiration or termination of a life estate or life lease retained by transferor ** (see page 2)

Transfer to effect the foreclosure or forfeiture of real property

Transfer by redemption from a tax sale

Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust

Transfer resulting from a court order unless the order specifies a monetary payment

Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)

Transfer to establish or release a security interest (collateral)

Transfer of real estate through normal public trading of stock

Transfer between entities under common control or among members of an affiliated group

Transfer resulting from transactions that qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code.

Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.

Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.

Transfer of land with qualified conservation easement (land only - not improvements)

Other, specify: _____

RECEIVED
JUN 13 2025
CITY OF TROY
ASSESSING DEPT

yes
used.

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name
The Regents of the University of Michigan

Signature *Chris Allen* Date 6/10/2025

Name and title, if signer is other than the owner
Chris Allen, Executive Director of Real Estate Daytime Phone Number 734-647-9852 E-mail Address allenchr@umich.edu

TABLE 1

Estimated Costs of Eligible Activities

	<u>Estimated Costs</u>
Local-only Eligible Activities	
1. Asbestos Abatement	\$2,256,762
2. Demolition	\$4,334,476
3. Due Care Activities	\$250,000
Subtotal Local-only Eligible Activities	\$6,841,237
4. Local-only Activities Contingency (5% of demolition)	\$216,724
Total Local-only Eligible Activities	\$7,057,961
School and Local Eligible Activities	
5. Department Specific Activities including Phase I, Phase II, Possible BEA and Due Care Planning Activities	\$60,830
6. Pre-Asbestos Abatement and Demolition Surveys	\$38,700
7. Demolition	\$250,000
8. Brownfield Plan Preparation and Implementation	\$144,899
9. School/Local Activities Contingency	\$9,124
Subtotal State and Local Eligible Activities	\$503,553
10. Interest on Eligible Activities*	\$1,653,952
Total Payments to Developer	\$9,215,466
BRA Administrative Fees	\$169,628
Local Brownfield Revolving Fund	\$7,845,814
State Brownfield Redevelopment Fund	\$42,623
Estimated Total Disbursements (net of surplus distribution)	\$17,273,530

*Interest on all Eligible Activities to be funded only with non-school taxes

TABLE 2

Tax Increment Revenue Capture Estimates

Former Kmart HQ Brownfield Plan

Capture Table (BRA)

Rev. 08.28.2025

Assumed annual increase in TV

	Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
	Brownfield Plan Capture Year			1	2	3	4	5	6	7	8	
Base/Initial Taxable Value (2025)												
Building		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land		\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170	\$7,211,170
<i>*Note: Parcel 88-20-17-476-004 was conveyed to University of Michigan in 2025. The tax-exempt status of the University's ownership will result in this parcel being exempt from ad valorem property taxes beginning in 2026. The parcel's exemption removes its taxable value from the tax roll.</i>												
New/Incremental value												
Building including original land value		\$0	\$0	\$31,507,248	\$73,007,248	\$98,897,248	\$124,843,948	\$127,864,866	\$130,961,306	\$134,135,157	\$137,388,355	
Land value change		\$0	-\$3,058,298	\$100,181	\$202,867	\$308,120	\$416,004	\$526,585	\$639,931	\$756,111	\$875,195	
Total Real Property Taxable Value		<u>\$7,211,170</u>	<u>\$4,152,872</u>	<u>\$31,607,429</u>	<u>\$73,210,115</u>	<u>\$99,205,368</u>	<u>\$125,259,952</u>	<u>\$128,391,451</u>	<u>\$131,601,237</u>	<u>\$134,891,268</u>	<u>\$138,263,550</u>	
Captured Taxable Value: Real Estate		\$0	\$0	\$24,396,259	\$65,998,945	\$91,994,198	\$118,048,782	\$121,180,281	\$124,390,067	\$127,680,098	\$131,052,380	

School Taxes	Full Millages Captured by BRA		*Combined school tax totals adjusted in 2027 based on surplus capture										Totals		
			2025	2026	2027	2028	2029	2030	2031	2032	2033	2034			
School Operating	18.0000	18.0000	Until limit of capture of school taxes	\$0	\$0	\$225,470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225,470
State Education Tax	6.0000	6.0000	Until limit of capture of school taxes	\$0	\$0	\$85,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85,245
Total	24.0000	24.0000		\$0	\$0	\$310,716	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$310,716
City/Twp Non-School Taxes															
City General	6.5000	6.5000		\$0	\$0	\$158,576	\$428,993	\$597,962	\$767,317	\$787,672	\$808,535	\$829,921	\$851,840	\$5,230,817	
City Capital	1.1352	1.1352		\$0	\$0	\$27,695	\$74,922	\$104,432	\$134,009	\$137,564	\$141,208	\$144,942	\$148,771	\$913,542	
City Refuse	1.0900	1.0900		\$0	\$0	\$26,592	\$71,939	\$100,274	\$128,673	\$132,087	\$135,585	\$139,171	\$142,847	\$877,168	
Library	1.0667	1.0667		\$0	\$0	\$26,023	\$70,401	\$98,130	\$125,923	\$129,263	\$132,687	\$136,196	\$139,794	\$858,417	
School Sinking Fund	0.9540	0.9540		\$0	\$0	\$23,274	\$62,963	\$87,762	\$112,619	\$115,606	\$118,668	\$121,807	\$125,024	\$767,723	
County Non-School Taxes															
County Operating	3.9301	3.9301		\$0	\$0	\$95,880	\$259,382	\$361,546	\$463,944	\$476,251	\$488,865	\$501,796	\$515,049	\$3,162,713	
Community College	1.4747	1.4747		\$0	\$0	\$35,977	\$97,329	\$135,664	\$174,087	\$178,705	\$183,438	\$188,290	\$193,263	\$1,186,752	
ISD Operating	0.1862	0.1862		\$0	\$0	\$4,543	\$12,289	\$17,129	\$21,981	\$22,564	\$23,161	\$23,774	\$24,402	\$149,843	
ISD Extra Voted	2.9487	2.9487		\$0	\$0	\$71,937	\$194,611	\$271,263	\$348,090	\$357,324	\$366,789	\$376,490	\$386,434	\$2,372,940	
County Parks	0.6461	0.6461		\$0	\$0	\$15,762	\$42,642	\$59,437	\$76,271	\$78,295	\$80,368	\$82,494	\$84,673	\$519,943	
H/CL Metro Authority	0.2062	0.2062		\$0	\$0	\$5,031	\$13,609	\$18,969	\$24,342	\$24,987	\$25,649	\$26,328	\$27,023	\$165,938	
Oakland Transit	0.9407	0.9407		\$0	\$0	\$22,950	\$62,085	\$86,539	\$111,048	\$113,994	\$117,014	\$120,109	\$123,281	\$757,020	
Total Incremental Local Taxes Paid	<u>21.0786</u>	<u>21.0786</u>		<u>\$0</u>	<u>\$0</u>	<u>\$514,239</u>	<u>\$1,391,165</u>	<u>\$1,939,109</u>	<u>\$2,488,303</u>	<u>\$2,554,311</u>	<u>\$2,621,968</u>	<u>\$2,691,318</u>	<u>\$2,762,401</u>	<u>\$16,962,814</u>	
Total School and Non-School Capturable	<u>45.0786</u>	<u>45.0786</u>		<u>\$0</u>	<u>\$0</u>	<u>\$824,955</u>	<u>\$1,391,165</u>	<u>\$1,939,109</u>	<u>\$2,488,303</u>	<u>\$2,554,311</u>	<u>\$2,621,968</u>	<u>\$2,691,318</u>	<u>\$2,762,401</u>	<u>\$17,273,530</u>	
Non-Capturable Taxes															
School Debt	6.1000	0.0000		\$0	\$0	\$148,817	\$402,594	\$561,165	\$720,098	\$739,200	\$758,779	\$778,849	\$799,420	\$4,908,920	
DIA Tax	0.1937	0.0000		\$0	\$0	\$4,726	\$12,784	\$17,819	\$22,866	\$23,473	\$24,094	\$24,732	\$25,385	\$155,878	
Zoo Tax	0.0941	0.0000		\$0	\$0	\$2,296	\$6,211	\$8,657	\$11,108	\$11,403	\$11,705	\$12,015	\$12,332	\$75,726	
Total Non-Capturable Millages	<u>6.3878</u>	<u>0.0000</u>		<u>\$0</u>	<u>\$0</u>	<u>\$155,838</u>	<u>\$421,588</u>	<u>\$587,641</u>	<u>\$754,072</u>	<u>\$774,075</u>	<u>\$794,579</u>	<u>\$815,595</u>	<u>\$837,136</u>	<u>\$5,140,525</u>	
Total Mills	51.4664	45.0786		\$0	\$0	\$980,793	\$1,812,753	\$2,526,749	\$3,242,375	\$3,328,386	\$3,416,547	\$3,506,913	\$3,599,537	\$22,414,054	
Total Tax Increment Revenue (TIR) Available	<u>45.0786</u>	<u>45.0786</u>		<u>\$0</u>	<u>\$0</u>	<u>\$824,955</u>	<u>\$1,391,165</u>	<u>\$1,939,109</u>	<u>\$2,488,303</u>	<u>\$2,554,311</u>	<u>\$2,621,968</u>	<u>\$2,691,318</u>	<u>\$2,762,401</u>	<u>\$17,273,530</u>	

TABLE 3

Tax Increment Reimbursement Estimates

**Former Kmart HQ Brownfield Plan
Reimbursement Table (BRA)**

Rev. 08.28.2025

Reimbursement Values	Proportionality for all capture	School & Local Taxes for Dev. Payments	Total to Developer
School Taxes	1.80%	\$ 268,094	\$ 268,094
Local/Non-School Taxes	98.20%	\$ 8,947,373	\$ 8,947,373
TOTAL		\$ 9,215,466	\$ 9,215,466
Exempt Activities	5.75%	\$ 529,536	\$ 529,536
MSF	94.25%	\$ 8,685,930	\$ 8,685,930
TOTAL		\$ 9,215,466	\$ 9,215,466

Estimated Total Years for Developer Reimbursements:	6	Estimated Capture (net of surplus dist.)	\$ 17,273,530
Estimated Total Years of Plan Including LBRF:	8	Administrative Fees	\$ 169,628
		State Brownfield Redevelopment Fund	\$ 42,623
		Local Brownfield Revolving Fund	\$ 7,845,814

	Brownfield plan year												Totals
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034			
Total School Incremental Revenue	\$ -	\$ -	\$ 310,716	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 310,716
State Brownfield Redevelopment Fund (50% of SET); max 25 yrs	\$ -	\$ -	\$ 42,623	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,623
School TIR Available for Reimbursement	\$ -	\$ -	\$ 268,093	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268,093
Total Local/Non-schools Incremental Revenue	\$ -	\$ -	\$ 514,239	\$ 1,391,165	\$ 1,939,109	\$ 2,488,303	\$ 2,554,311	\$ 2,621,968	\$ 2,691,318	\$ 2,762,401	\$ 2,762,401	\$ 16,962,814	
BRA Administrative Fee	\$ -	\$ -	\$ 5,142	\$ 13,912	\$ 19,391	\$ 24,883	\$ 25,543	\$ 26,220	\$ 26,913	\$ 27,624	\$ 27,624	\$ 169,628	
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 509,097	\$ 1,377,254	\$ 1,919,718	\$ 2,463,420	\$ 2,528,768	\$ 2,595,749	\$ 2,664,405	\$ 2,734,777	\$ 2,734,777	\$ 16,793,186	
Total School & Local/Non-schools TIR Available	\$ -	\$ -	\$ 777,190	\$ 1,377,254	\$ 1,919,718	\$ 2,463,420	\$ 2,528,768	\$ 2,595,749	\$ 2,664,405	\$ 2,734,777	\$ 2,734,777	\$ 17,061,279	

DEVELOPER	Beginning Balance												
Beginning Developer Reimbursement Balance													
<u>Non-Environmental Costs and interest (if applicable)</u>	\$ 8,685,930	\$ -	\$ -	\$ 259,427	\$ 1,365,481	\$ 1,919,718	\$ 2,463,420	\$ 2,528,768	\$ 149,117	\$ -	\$ -	\$ -	\$ 8,685,930
School Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ 259,427	\$ 1,365,481	\$ 1,919,718	\$ 2,463,420	\$ 2,528,768	\$ 149,117	\$ -	\$ -	\$ -	\$ 8,685,930
Total Reim. Balance including interest (if applicable)	\$ 8,685,930	\$ 8,685,930	\$ 8,685,930	\$ 8,426,503	\$ 7,061,023	\$ 5,141,305	\$ 2,677,885	\$ 149,117	\$ -	\$ -	\$ -	\$ -	
<u>Eligible Activities Exempt from State Approval and interest (if applicable)</u>	\$ 529,536	\$ -	\$ -	\$ 517,763	\$ 11,773	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 529,536
School Tax Reimbursement		\$ -	\$ -	\$ 268,094	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268,094
Local Tax Reimbursement		\$ -	\$ -	\$ 249,670	\$ 11,773	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261,443
Total EGLE/Dept Specific Reimb Balance including interest (if applicable)	\$ 529,536	\$ 529,536	\$ 529,536	\$ 11,773	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

Total Annual Developer Reimbursement including interest \$ - \$ - \$ 777,190 \$ 1,377,254 \$ 1,919,718 \$ 2,463,420 \$ 2,528,768 \$ 149,117 \$ - \$ - \$ 9,215,466

LOCAL BROWNFIELD REVOLVING FUND												
LBRF Deposits *												
School Tax Capture	Cap=	\$ 86,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local/Non-Schools Tax Capture	Cap=	\$ 8,685,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,446,632	\$ 2,664,405	\$ 2,734,777	\$ 7,845,814
Total LBRF Capture	Total Cap=	\$ 8,772,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,446,632	\$ 2,664,405	\$ 2,734,777	\$ 7,845,814

* LBRF deposits to continue until the end of the second full tax year following completion of Developer Reimbursement

REIMBURSEMENT AGREEMENT
(Somerset West Redevelopment Project)

This Reimbursement Agreement (“Agreement”) is made and entered into on _____, 2025, by and between **Forbes/Frankel Troy Ventures, LLC**, a Michigan limited liability company (hereinafter referred to as the “Developer”), and the **City of Troy Brownfield Redevelopment Authority**, a Michigan municipal corporation (hereinafter referred to as the “TBRA”).

RECITALS:

Developer intends to develop in accordance with the Brownfield Plan (as that term is defined below) approximately 28.18 acres of land located in the City of Troy, Oakland County, Michigan (the “City”), as more particularly described on the attached Exhibit A (including adjacent rights of way), and, together with personal property located thereon, is hereinafter referred to as the “Subject Property.”

The TBRA has been created under Act 381, Public Acts of Michigan, 1996, as amended, MCL 125.2651 et seq. (“Act 381”), to promote the revitalization of environmentally distressed areas through the implementation of brownfield plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Subject Property (the “Project”), on September 3, 2025, the TBRA approved and on September 29, 2025, the City Council approved a brownfield plan identified as the Brownfield Plan for the Somerset West Redevelopment Project (the “Plan” or “Brownfield Plan”) for the Subject Property, under which the Developer may receive, subject to this Agreement, the benefit of reimbursement from Tax Increment Revenues (the term “Tax Increment Revenues” shall have the meaning ascribed to this term in Section 2(eee) of the Act 381) for the cost of Eligible Activities undertaken by the Developer on the Subject Property.

The TBRA and the Developer desire to establish the terms and conditions upon which the TBRA shall utilize Tax Increment Revenues captured pursuant to the Plan to reimburse the Developer for the costs of Eligible Activities undertaken by the Developer.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 381, for purposes of this Agreement; (i) the cost of Eligible Activities shall include the cost of preparing the Plan and any work plan(s); and (ii) Tax Increment Revenues shall only mean and include such Tax Increment Revenues generated from the sources specified in Section 2 hereof and within the limitations of Section 2(c).

2. Sources and Uses of Tax Increment Revenues.

(a) The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Subject Property that are eligible for capture by the TBRA under Act 381, will comprise the sources of Tax Increment Revenues available to TBRA for purposes of the Plan and to make the reimbursement payments required under this Agreement, subject to limitations included in Act 381:

(i) Levies of the City, Oakland County and other taxing jurisdictions that levy ad valorem or Specific Taxes that are considered Local Taxes under Act 381, and

(ii) For Eligible Activities to be conducted on the Subject Property that are permitted pursuant to section 13b(8) of Act 381, MCL 125.2663b(8), to be reimbursed without Michigan Department of Environment, Great Lakes and Energy (“EGLE”) and/or the Michigan

Strategic Fund (“MSF”) work plan approval (“Pre-Approved Activities”), taxes levied by the School District of the City of Troy and taxes levied by State of Michigan pursuant to the State Education Tax.

(b) This Agreement shall not prohibit TBRA, in its sole discretion, from capturing or using Tax Increment Revenues attributable to the Subject Property for any purpose authorized by Act 381, including, but not limited to, the payment of interest, payment to the state brownfield redevelopment fund, if applicable, and funding of a local brownfield revolving fund.

3. Determination of Eligible Activities Qualified for Reimbursement.

(a) All costs of Eligible Activities attributable to the Subject Property for which the Developer seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

(i) Subject to clause (ii) and Section 4(f) below, the Eligible Activity is included in the Plan, or in any amendment thereto, and the Eligible Activity is conducted in accordance with the terms of the Plan, this Agreement and all applicable local, state and federal laws, regulations, rules, ordinances, and codes.

(iii) The actual costs submitted for reimbursement for Eligible Activities (the “Total Costs”) excluding interest allowed, shall not, in the aggregate, exceed the total costs of Eligible Activities (other than interest) set forth in the Plan.

(b) Developer understands and agrees that any reimbursement by or on behalf of the TBRA of any expenses for approved activities shall be only for “Eligible Activities” as defined in and permitted to be reimbursed under Act 381 and described in the Plan or for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of Developer contemplated by this Agreement shall only occur to the extent that Tax Increment Revenues are generated from the Subject Property and those Tax Increment Revenues or other revenue is available under Act 381 and this Agreement for the making of reimbursements to the Developer.

(c) Developer shall copy or provide TBRA with all reports filed with EGLE or that are related to the Subject Property or Eligible Activities on the Subject Property.

4. TBRA Reimbursement Payments to Developer.

(a) From time to time, but not more frequently than annually without approval of the TBRA, Developer may submit to the TBRA a Certification for Reimbursement seeking reimbursement of costs paid or incurred by Developer or its affiliates to complete certain Eligible Activities that are eligible for reimbursement pursuant to this Agreement and the Plan (subject to Section 4(f) below). Such certification shall include a narrative of the approved activities performed certifying that such activities have been completed in the manner and in compliance with the terms of the Plan and the Plan’s supporting documents, that such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381 and this Agreement, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, any substantiating documentation that is reasonably requested by the TBRA, and the sworn statement described in Section 9(a)(v) (collectively, the “Submission”).

(b) Within sixty (60) days of its receipt of such certification and supporting documentation, the TBRA shall complete its review of the Submission to confirm that such activities qualify for

reimbursement or payment under this Agreement and the Plan and shall advise Developer in writing (“Written Determination”) of its confirmation, or if any activities do not so qualify, the specific reasons why the TBRA believes that such activities do not so qualify.

(c) Subject to the prior payment of the TBRA Administrative Fee described in Section 5 below and any amounts due from Developer to the TBRA, to the extent that such Submission is approved, the TBRA shall cause Developer to be paid the amounts approved by the following April 30, but only to the extent that Tax Increment Revenues attributable to the Subject Property have been submitted by the City and County Treasurers to the TBRA. If sufficient Tax Increment Revenues attributable to the Subject Property are not available at the time a Submission is approved and payment is due, the approved amount shall be wholly or partially paid from available Tax Increment Revenues attributable to the Subject Property. If a partial payment is made by the TBRA because of insufficient Tax Increment Revenues, the TBRA shall make additional payments towards the remaining amount from Tax Increment Revenues that are next received by the TBRA and that are not otherwise allowed to be used for purposes permitted by Section 5 below. The TBRA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that the Subject Property’s taxes have been paid.

(d) To the extent that a Written Determination is provided indicating that any portion of such Submission is not approved, any authorized representative of the TBRA and Developer shall, upon the written request of either party within thirty (30) days after receipt of the Written Determination, meet promptly to discuss the reasons the submission (or any portion thereof) was not approved and the conditions pursuant to which Developer can obtain approval of such disallowed request, if feasible, and Developer and TBRA agree to work cooperatively and diligently to resolve and or comply with any such conditions.

(e) The Developer shall notify the TBRA of the completion of Eligible Activities for which reimbursement or payment may be sought under this Agreement and will execute and deliver to TBRA a Certificate of Completion, substantially in the form attached hereto as Exhibit B. The Developer may receive progress payments under Section 4(c) for costs incurred for Eligible Activities prior to submitting the Certificate of Completion. In order to receive progress payments under Section 4(c), Developer shall execute and deliver to TBRA a Certificate of Reimbursement, substantially in the form attached hereto as Exhibit C.

(f) The Plan includes the payment of interest for expenditures on Eligible Activities from Local Taxes. Interest shall be calculated on the principal balance of unreimbursed Eligible Activities paid by Developer applying simple (not compounding) interest. Interest shall accrue monthly at a rate of five percent (5%) per annum, commencing on the later of (i) the date of Plan approval by City Council or (ii) the last day of each month that Developer paid the Eligible Activity. Notwithstanding anything to the contrary in this subsection (f), reimbursements paid by the TBRA shall be applied first to the principal balance of unreimbursed Eligible Activities before the reimbursement of interest. In no event shall the TBRA reimburse for additional interest accrued as a result of the non-payment or late payment of taxes.

(g) Anything in this Agreement to the contrary notwithstanding, the Developer and its affiliates shall comply with all applicable laws, ordinances, codes or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Subject Property and shall use the Subject Property in accordance with the Plan for the term of this Agreement; and if the Developer shall fail to do so, the TBRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists, following the resolution of which any withheld reimbursements shall be paid in accordance with this Agreement.

5. TBRA Administrative and Operating Costs.

(a) On an annual basis, the TBRA shall retain and use one percent (1%) of the Tax Increment Revenues generated that are attributable to the levies of Local Taxes upon the Subject Property for that year to pay administrative and operating expenses of the TBRA and to conduct other activities permitted under Act 381 prior to making any reimbursement under Section 4 from the annual Tax Increment Revenues attributable to the Subject Property (the “TBRA Administrative Fee”).

6. Indemnification.

(a) Developer indemnifies, defends and holds harmless the City and TBRA, and any and all of the City’s or TBRA’s past, present and future members, officials, employees, representatives, agents and consultants (collectively, the “Indemnified Persons”), from any and all losses, demands, claims, actions, causes of action, assessments, suits, judgments, damages, liabilities, penalties, costs and expenses (including without limitation the actual reasonable fees and expenses of attorneys and other consultants) which are asserted against, or are imposed upon or incurred by TBRA or an Indemnified Person and which are resulting from, relating to, or arising out of any of the following:

(i) Any order of the State, any agency thereof, or a court of competent jurisdiction, under the process described in Section 6(a)(vi) below, requiring that the State of Michigan or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the TBRA is determined by the State, any agency thereof, or a court to be allowed by law to use for such reimbursement, with the exception of any payments received by the TBRA under Section 5.

(ii) Any act or omission of the Developer, after taking title to the Subject Property, with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Subject Property, including any failure by the Developer to take any affirmative action required by law to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition.

(iii) Any release of a hazardous substance or any other contaminant on the Subject Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any State or Federal environmental law, rule or regulation arising out of, caused by or due to an act, error or omission by the Developer.

(iv) In the event any person challenges or otherwise asserts that the State of Michigan or any other taxing jurisdiction must be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement, the TBRA shall provide written notice of such challenge or assertion and provide the Developer with the opportunity to defend such challenge or assertion and Developer shall not be required to repay or reimburse any such funds until a court order addressing such issue has been issued and no right of appeal remains.

(b) The TBRA may, at its discretion and without consent of the Developer, set off any amount owing to the Developer under this Agreement to satisfy any indemnification obligation of the Developer under this Section 6 and obligation of Developer under Section 7.

(c) Throughout the entire construction period of the Project until permanent or temporary or Certificates of Occupancy for all portions of the Project (other than as to portions of the Project which are exempt under Michigan law from the required issuance of Certificates of Occupancy or portions of the

Subject Property that are not owned by the Developer as of the Effective Date as defined in Section 8 of this Agreement), Developer shall provide or require its general contractor (if any) engaged in the Project to obtain and maintain, commercial general liability insurance in the amount of at least \$2,000,000 for any single event and \$5,000,000 in the aggregate, against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Subject Property and, Developer shall provide the TBRA with a certificate evidencing such insurance and that the Developer or general contractor (if any) has the statutorily required workers' compensation insurance (if any is so required). The liability policies shall name the City and the TBRA as additional insureds (excluding coverages for which this is not available). All policies shall be provided by insurers qualified to write the respective insurance in the State of Michigan, be in such form and include such provisions as are generally considered standard provisions for the type of insurance involved, and, if commercially available, prohibit cancellation or substantial modification without at least thirty (30) days written notice to the TBRA or its authorized agent. Any loss or damage against which the TBRA is indemnified under Section 6(a) above that is recovered by such insurance shall offset the liability of the Developer to TBRA under this Agreement.

(d) If any suit, action or proceeding is brought against the TBRA or any Indemnified Person related to the subject matter hereof, that action or proceeding shall be defended by counsel to the TBRA or the Developer, as the TBRA shall determine. If the defense is by counsel to the TBRA, the Developer shall indemnify the TBRA and Indemnified Persons for the reasonable cost of that defense including reasonable counsel fees. If the TBRA determines that the Developer shall defend the TBRA or Indemnified Person, the Developer shall immediately assume the defense at its own cost. The Developer shall not be liable for any settlement of any proceedings made without its consent (which consent shall not be unreasonably withheld, delayed or conditioned).

(e) The Developer shall also indemnify the TBRA for all actual reasonable costs and expenses, including actual reasonable counsel fees, incurred in:

(i) enforcing any obligation of the Developer under this Agreement or any related agreement to which the Developer is a party,

(ii) to the extent that such cost or expense exceeds or is not subject to Section 5 herein, taking any action on behalf of the Developer that is required of the Developer under this Agreement or any related agreement to which the Developer is a party.

(f) The obligations of the Developer under this Section 6 shall survive any assignment or termination of this Agreement.

(g) The Developer shall not be obligated to indemnify the TBRA or any Indemnified Person under subsection (a), to the extent a court with competent jurisdiction finds that the liability in question was caused by the negligence or misconduct of the TBRA or the involved Indemnified Person(s), unless the court determines that, despite the adjudication of liability but in view of all circumstances of the case, the TBRA or the Indemnified Person(s) is (are) fairly and reasonably entitled to indemnity for the expenses which the court considers proper.

7. Loss of Revenue from a Taxing Jurisdiction

It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other person, challenges the capture or use of any tax revenues and the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Developer pursuant to this Agreement (“Repayment TIR”), the Developer agrees to repay to the TBRA the Repayment TIR including but not limited to from future capturable revenues.

8. Effective Date.

This Agreement shall take effect upon the execution date by the TBRA or Developer, whichever is later.

9. Developer Obligations, Representations and Warranties; Termination and Enforcement.

(a) Developer represents, warrants and covenants the following at the time of execution:

(i) With respect to the Subject Property, Developer is not a party responsible for an activity causing a release under sections 20126 or 21323a of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126 and 324.21323a.

(ii) The Subject Property qualifies as eligible property under Act 381.

(iii) The Subject Property is not subject to any current or pending property tax adjustments, property tax abatements or property tax assessment appeals, and the Developer shall provide a sworn statement to the TBRA prior to each reimbursement under this Agreement indicating whether such an adjustment, abatement or appeal is then pending. In the event the Subject Property becomes subject to any other property tax adjustments, property tax abatements or property tax assessment appeals (pending or otherwise) during the term of the Plan, and the Developer becomes aware of such, the Developer shall immediately provide the TBRA with written notice of such event and the effective date of any adjustment, abatement or appeal; and upon receipt of said notice, the TBRA shall adjust the amount of Tax Increment Revenue available for capture pursuant to the Plan and future reimbursements to the Developer under this Agreement to the extent impacted by the adjustment, abatement or appeal. The Developer acknowledges that said adjustment, abatement or appeal may result in the repayment of any captured Tax Increment Revenue previously paid to the Developer pursuant to this Agreement and the Developer agrees to repay to the TBRA the captured Tax Increment Revenues previously paid to Developer in such amounts requested by the TBRA to the extent impacted as a result of such adjustment, abatement or appeal. The TBRA may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any repayment obligation of the Developer under this Section 9(a)(v).

(iv) On the first anniversary of the Effective Date and on each annual anniversary thereof, the Developer shall execute and deliver a report, substantially in the form attached hereto as Exhibit D, to the TBRA regarding the status of the Project and said report shall include all information necessary for the TBRA to report to the City, EGLE, MSF, and/or MSHDA under section 16(3) of Act 381. The TBRA may waive this requirement in writing in its sole discretion. The TBRA may, at its discretion and without consent of the Developer, withhold any amount owing to the Developer under this Agreement in the event Developer fails to comply with this Section 9(a)(vi).

(v) No action, suit, proceeding or investigation, judicial, administrative or otherwise (including without limitation any reorganization, bankruptcy, insolvency or similar proceeding), currently is pending or, to the best of Developer's knowledge, threatened against Developer or its members which, either in any one instance or in the aggregate, may have a material, adverse effect on Developer's ability to complete the Project or perform its obligations under this Agreement.

(vi) Developer shall comply with any and all applicable local, state and federal laws, regulations, rules, codes, and ordinances.

(b) The TBRA may terminate this Agreement if the Plan is terminated or abolished pursuant to Act 381 or should Developer (1) fail to fulfill in a timely and proper manner any of its obligations under this Agreement; or (2) violate a representation or warranty in Section 9(a); provided that before such termination the TBRA shall deliver to the Developer a written notice of termination specifically describing the breach causing issuance of the notice of termination, unless otherwise stated herein, and the Developer shall have thirty (30) days after delivery of the notice to cure such breach; provided however, if the nature of the breach is such that thirty (30) days is not a reasonable time to complete the cure, then provided Developer has commenced activities to cure the breach and is diligently pursuing the cure of the breach, Developer shall have a reasonable time to cure the breach, provided, however, in no event shall such cure period exceed ninety (90) days without the prior written consent of TBRA. If the Developer cures within the time allowed (as may be extended), then this Agreement shall not be terminated for the breach. If the Developer does not cure, then the termination shall be effective on the 31st day after the notice of termination is delivered unless the cure period is extended pursuant to this Section. Notwithstanding anything to the contrary in this Section 9(b), the Developer acknowledges and agrees that no cure period shall be provided to the Developer with respect to a default by Developer in connection with the representations and warranties described in Section 9(a)(i)-(ii) or if the Plan is terminated or abolished pursuant to Act 381.

(c) Upon the effective date of the termination of this Agreement (subject to any notice and cure periods), the TBRA shall have no further obligation under this Agreement to make any payments to Developer in reimbursement of any costs of Eligible Activities incurred or to be incurred by the Developer.

10. Miscellaneous.

(a) Developer and the TBRA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.

(b) This Agreement shall be binding upon and inure to the benefit of Developer and the TBRA, and their respective heirs, successors, assigns and transferees. The rights and/or obligations hereunder are assignable to any entity, except to a party responsible for an activity causing a release under sections 20126 or 21323a of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126 and 324.21323a, subject to approval of the TBRA, which shall not be unreasonably withheld, conditioned or delayed. In the event of any assignment or transfer of any right or obligation hereunder, such assignment or transfer shall be subject to all provisions under this Agreement. This Agreement shall not be affected or altered in any way by any sale, lease, or other disposition or sale of all or a portion of the Subject Property.

(c) This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.

(d) This Agreement may be signed in counterparts.

(e) Unless as set forth in Section 10(b) above or as otherwise agreed to by the parties, in no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.

(f) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by any other party.

(g) This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(h) A party may waive any default, condition, promise, obligation or requirement applicable to any other party hereunder, provided that any such waiver shall apply only to the extent expressly 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. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the waiving party, and all amendments hereto must be in writing and signed by the appropriate officers of all of the parties.

(i) In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other agreement, document or understanding of the parties, this Agreement shall control.

(j) All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or sent by e-mail (promptly confirmed in writing) or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the TBRA:	City of Troy Brownfield Redevelopment Authority c/o City Manager, City of Troy 500 West Big Beaver Road Troy, Michigan 48084 CityManager@TroyMI.gov
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If to the Developer:	Forbes/Frankel Troy Ventures, LLC c/o The Forbes Company Attn: Nathan Forbes 100 Galleria Officentre, Suite 427 Southfield, MI 48304 nforbes@theforbescompany.com
----------------------	--

(k) For purposes of this Agreement, Force Majeure Event shall mean any event that is due to unforeseeable causes beyond the control and without the fault or negligence of the party seeking the benefit of the provisions of this Section, including but not limited to, civil unrest, war, terrorist strike, national emergency, fire, flood, disease/pandemic, acts of God, material shortage, governmental order or industry wide strike and which despite the exercise of due diligence and timely actions renders it impossible for such party to begin or complete its obligations under this Agreement in compliance with the Plan. In the event of the occurrence of a Force Majeure Event, the time limitations imposed by this Agreement shall be tolled for the duration of the Force Majeure Event, provided that the party seeking the benefit of the provisions of this Section shall

exercise due diligence and, within one hundred eighty (180) days after the beginning of such Force Majeure Event, have first notified the other party in writing of the causes thereof and requested an extension for the period of enforced delay and upon the conclusion of a Force Majeure Event the applicable party shall use its best efforts to complete the required action item as soon as practicably possible within the original relevant timeframe.

[Signatures follow on next pages]

TBRA:

**CITY OF TROY BROWNFIELD
REDEVELOPMENT AUTHORITY,**
a Michigan municipal corporation

By: _____
Name: Mark Adams
Its: Authorized Representative

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing Agreement was acknowledged before me on _____, 2025, by _____, the Authorized Representative of the City of Troy Brownfield Redevelopment Authority.

Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT A

Legal Description of Subject Property

Tax Parcel Number: 88-20-19-476-004

Property Address: 3050 West Big Beaver

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING; THENCE S87°20'02"W 323.99 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 239.52 FEET; THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 548.00 FEET; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 244.07 FEET; THENCE S87°20'02"W 318.01 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 148.83 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE 289.06 FEET ALONG A CURVE TO THE RIGHT HAVING A 185.00 FEET RADIUS WITH A CENTRAL ANGLE OF 89°31'26" WHOSE CHORD BEARS N42°05'47"E (RECORDED AS N44°44'15"E) 260.54 FEET; THENCE N86°51'32"E (RECORDED AS N89°30'00"E) 1006.55 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 342.17 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING CONTAINING 12.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

Tax Parcel Number: 88-20-19-476-005

Property Address: 3062 West Big Beaver

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET TO THE POINT OF BEGINNING; THENCE S42°10'26"W (RECORDED AS S44°48'54"W) 25.53 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF BIG BEAVER ROAD (204 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 1142.03 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID BIG BEAVER ROAD; THENCE N47°54'08"W (RECORDED AS N45°15'40"W) 42.22 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE CONTINUING N02°39'58"W (RECORDED AS N00°01'30"W) 675.74 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE N87°20'02"E 318.01 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 244.07 FEET; THENCE N86°51'32"E (RECORDED AS N89°30'00"E) 548.00 FEET; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 239.52 FEET; THENCE N87°20'02"E 323.99 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING, CONTAINING 16.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

EXHIBIT B

Certificate of Completion

TO: CITY OF TROY BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, the Authorized Signatory of Forbes/Frankel Troy Ventures, LLC, a Michigan limited liability company (the “Developer”), hereby certifies as follows for and on behalf of the Developer in connection with certain activities at the Property (as hereinafter define):

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Brownfield Plan (the “Plan”) approved by the City of Troy Brownfield Development Authority (the “TBRA”) for the property located at 3050 West Big Beaver and 3062 West Big Beaver, Troy, Michigan (the “Property”). No proceedings have been taken or are pending to amend, surrender or cancel the Plan.

2. Attached hereto as Exhibit B is the true, correct and complete copy of all documents that set forth the activities to be completed in preparation of or pursuant to the Plan for the Property, which may include without limitation, the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Baseline Environmental Assessment, Due Care Plan, and work plan or remedial action plan (collectively, the “Documents”).

3. Attached hereto as Exhibit C is a copy of the Certificate of Occupancy (temporary or permanent) issued by the municipal authority having jurisdiction over the Property as evidence that the construction of the Project has been completed in accordance with the construction permits issued by the municipal authority; provided this requirement does not apply to any construction for which a construction permit from the City of Troy is not required by law.

4. Except as otherwise set forth in Exhibit B, all activities or obligations set forth in the Documents have been completed in the manner and in compliance with the terms of the Documents; provided, however, that any long-term monitoring or operation or maintenance activities or obligations set forth in the Documents, will be performed in compliance with the terms of the Documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on _____, 2025.

Forbes/Frankel Troy Ventures, LLC,
a Michigan limited liability company

By: _____
Name: Nathan Forbes
Its: Authorized Signatory

EXHIBIT C

Certificate of Reimbursement

TO: CITY OF TROY BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, the Authorized Signatory of Forbes/Frankel Troy Ventures, LLC, a Michigan limited liability company (the “Developer”), submits this certification pursuant to the Reimbursement Agreement executed between the Developer and the City of Troy Brownfield Development Authority (the “TBRA”) on _____, 2025 (the “Reimbursement Agreement”). As the Authorized Signatory of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. I am authorized to execute and deliver this certification, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the “Plan”) approved by the TBRA and the Reimbursement Agreement for the property located at 3050 West Big Beaver and 3062 West Big Beaver, Troy, Michigan (the “Property”).

2. Attached as Exhibit A is a narrative description of the activities that have been completed for the Property as of the date of this Certification for which the Developer seeks reimbursement. These activities qualify as Eligible Activities under Act 381, Public Acts of Michigan, 1996, as amended, and are eligible for reimbursement pursuant to the Plan and the Reimbursement Agreement. The activities set forth in Exhibit A have been completed in the manner and in compliance with the terms of the Plan and the Plan’s supporting documents.

3. Attached as Exhibit B are true, correct and complete copies of all: (a) documents or reports for which reimbursement is requested; (b) invoices covering the activities for which the Developer seeks reimbursement; and (c) substantiating documents for such invoices.

4. The Property is not subject to any current or pending property tax adjustments or property tax assessment appeals, except as previously disclosed to the TBRA in writing.

5. None of the costs for which reimbursement is requested represent costs that: (a) have been paid for with a grant or loan that has been forgiven; or (b) are costs for which a credit was received by the Developer.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for Reimbursement on _____, 202__.

Forbes/Frankel Troy Ventures, LLC,
a Michigan limited liability company

By: _____
Name: Nathan Forbes
Its: Authorized Signatory

STATE OF MICHIGAN _____)
) ss.
COUNTY OF OAKLAND _____)

The foregoing document was acknowledged before me on _____, 202__, by Nathan Forbes, the Authorized Signatory of Forbes/Frankel Troy Ventures, LLC, a Michigan limited liability company, on behalf of said entity.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

EXHIBIT D

ANNUAL ACTIVE PROJECT REPORTING FORM

TO: THE CITY OF TROY BROWNFIELD REDEVELOPMENT AUTHORITY

The undersigned, the insert title of Forbes/Frankel Troy Ventures, LLC, a Michigan limited liability company (the "Developer"), submits this reporting form pursuant to the Reimbursement Agreement executed between the Developer and the City of Troy Brownfield Development Authority (the "TBRA") on _____, 2025 (the "Reimbursement Agreement"). As the Authorized Signatory of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. I am authorized to execute and deliver this reporting form, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the "Plan") approved by the TBRA and the Reimbursement Agreement for the property located at 3050 West Big Beaver and 3062 West Big Beaver, Troy, Michigan (the "Property").

2. Attached as Exhibit A is a report on the status of the Project (as defined in the Plan) and contains the information necessary for the TBRA to report to the City, the Michigan Department of Environment, Great Lakes and Energy, the Michigan Strategic Fund, and/or the Michigan State Housing Development Authority under section 16(3) of Act 381, Public Acts of Michigan, 1996, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Annual Active Project Reporting Form on _____, 20__.

Forbes/Frankel Troy Ventures, LLC,
a Michigan limited liability company

By: _____
Name: Nathan Forbes
Its: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND__)

The foregoing document was acknowledged before me on _____, 202__, by Nathan Forbes, the Authorized Signatory of Forbes/Frankel Troy Ventures, LLC, a Michigan limited liability company, on behalf of said entity.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

EXHIBIT A TO EXHIBIT D

ANNUAL ACTIVE PROJECT REPORT

DATE	
PROJECT NAME	Somerset West Redevelopment Project
STATUS OF PROJECT	
TOTAL CAPITAL INVESTMENT	
SQUARE FEET OF REHABILITATED RESIDENTIAL	
NUMBER OF RESIDENTIAL UNITS	
SQUARE FEET OF RETAIL	
SQUARE FEET OF COMMERCIAL	
SQUARE FEET OF INDUSTRIAL	
*LINEAR FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. green storm water projects, sewer line, water line, curb, etc.)	
* SQUARE FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. parking structures, green storm water projects, sidewalk, road, alley, etc.)	
NUMBER OF PERMANENT JOBS CREATED	
*only if costs are part of tax increment financing reimbursement request	

**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING**

On, September 29, 2025 at 7:30 p.m., Troy City Council will hold a Public Hearing at Troy City Hall located at 500 West Big Beaver Road, Troy, Michigan for Brownfield Redevelopment Plan #12 for the Forbes/Frankel Troy Ventures LLC Property Troy, Michigan. If you would like information concerning the proposed Brownfield Redevelopment Plan for this property, please contact the City of Troy City Manager's Office at 248.524.3330. The Property Description is described as follows:

88-20-19-476-004

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02'39'58"W (RECORDED AS NOO*01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86'51'32"W (RECORDED AS S89*30'00"W) 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE NO2'39'58"W (RECORDED AS N00*01'30" W) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGEHIGHWAY TO THE POINT OF BEGINNING; THENCE S87*20'02"W 323.99 FEET; THENCE SO2*39'58 E (RECORDED AS S00*01' 30" E) 239.52 FEET; THENCE S86*51' 32" W (RECORDED AS S89*30'00" W) 548 FEET; THENCE NO2*39'58"W (RECORDED AS NOO*01'30"W) 244.07 FEET; THENCE S87*20'02"W 318.01FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE NO2'39'58"W (RECORDED AS NOO'01'30"W) 148.83 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE 289.06 FEET ALONG A CURVE TO THE RIGHT HAVING A 185.00 FEET RADIUS WITH A CENTRAL ANGLE OF 89*31'26" WHOSE CHORD BEARS N42'05'47"E (RECORDED AS N44*44'15"E) 260.54 FEET; THENCE N86*51'32E (RECORDED AS N89*30'00"E) 1006.55 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE S02'39'58"E (RECORDED AS SO0'01'30"E) 342.17 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING CONTAINING 12.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

88-20-19-476-005

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

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FEET; THENCE N86°51'32"E (RECORDED AS N89°30'00"E) 548.00 FEET; THENCE NO2°39'58"W (RECORDED AS NO0°01'30"W) 239.52 FEET; THENCE N87°20'02"E 323.99 FEET; THENCE S02°39'58"E (RECORDED AS S00°01'30"E) 677.89 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY TO THE POINT OF BEGINNING, CONTAINING 16.089 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

You may express your comments regarding this matter by contacting the City Manager's Office in writing or at 248.524.3330, or by attending the Public Hearing.

M. Aileen Dickson, MMC,
City Clerk

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling 248.524.3316 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

I-04

CITY COUNCIL AGENDA ITEM



Date: September 22, 2025

To: Frank Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds and Bid Waiver – Tiny Mobile Robot (Introduced by Dennis Trantham, Deputy Public Works Director)

History

The Grounds Division of the Department of Public Works maintains 39 athletic fields over the course of a 36-week playing season, including 14 baseball/softball fields, 23 soccer fields, and 2 practice football fields. Each of these fields requires weekly line painting and setup to ensure safety and compliance with league standards.

This work is highly labor-intensive, particularly during seasonal changeovers when fields must be re-measured, and new layouts established based on the usage. In addition to initial seasonal setup, crews must repaint fields weekly or bi-weekly, depending on weather and usage. Rainouts, reschedules, and heavy play can necessitate unplanned repainting, adding to the workload.

Demand is especially high during overlapping seasons, when multiple sports compete for field space and a quick turnaround is required. In addition to athletic field preparation, the Grounds Division also provides temporary striping of parking areas to support community events such as the Lloyd A. Stage Nature Center, Run for Nature as well as other special event gatherings. These added responsibilities further increase the workload and require flexibility from staff. Overall, athletic field setup, parking lot striping, and ongoing maintenance represent some of the most resource-intensive recurring duties of the Grounds Division, requiring careful planning and significant staff time to meet community expectations.

Looking ahead, there will also be an opportunity for other divisions within the Department of Public Works to utilize the Tiny Mobile Robot for tasks such as striping parking lots and other paved areas. This shared use will extend the value of the investment across multiple operations, improving efficiency and reducing manual labor needs throughout the department.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

The Tiny Mobile Robot represents a unique, sole-source solution due to a combination of features and advantages not available from other manufacturers. Unlike competing products, the Tiny Mobile Robot requires no base stations; it operates through subscription access to local RTK towers. It is highly portable, weighing nearly half as much as competitors and compact enough to fit in most vehicles. The accompanying app is user-friendly and intuitive, reducing training time and improving ease of use. Greater ground clearance allows the machine to operate in various field conditions, and it is compatible with any brand of athletic field paint, leading to cost savings. Connectivity is maintained at any distance, including low paint and job alerts, ensuring reliability. Tiny Mobile Robot is able to provide remote analytics and real-time support, allowing technicians to access the robot and/or tablet directly, resolving 90% of issues remotely. If on-site support is required, there **is** no additional service fee.

It is in the best interest of the City to waive the bid process and purchase the Tiny Line Marker Pro X with accessories, annual subscription and five-year extended warranty from the sole source provider, *TinyMobileRobots US LLC*.

Financial

Funds are available in the Park Development Capital Fund in the unused portions of project numbers 2025C0039 and 2025C0041 for the 2026 fiscal year. Expenditures will be charged to account number 401.770.771.974.130.

Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and awarding a contract to expend budgeted funds for the purchase of a Tiny Line Marker Pro X with accessories, annual subscription and a five-year extended warranty to the sole source provider, *TinyMobileRobots US LLC of Kennesaw, GA* for an estimated cost of \$37,883 as detailed in the provided proposal; not to exceed budgetary limitations.

TinyMobileRobots®

CITY OF TROY

#20250911-174208034

Issued

September 11, 2025

Expires

October 11, 2025

TinyMobileRobots

1634 Cobb International Blvd NW

Kennesaw, Georgia 30152

United States

Richard Jones

rj@tinymobilerobots.com

+13172896799

Prepared for

City of Troy

4693 Rochester Rd, Troy MI
Troy, Michigan 48085
United States

Dennis Trantham
Deputy Public Works Director
dennis.trantham@troymi.gov
+12485243503

Products & Services	Item #	Quantity	Unit price	Price
TLM Pro X	100-1151-21-USSP	1	\$37,750.00	\$37,750.00
1 Year Subscription RTK, Cellular, Live Support, Cloud Software Updates, Back-Up & Security	120-1027-01-USSP	1	\$1,990.00	\$1,990.00
Installation Robot Configuration & Training Fee	120-1036-01-USSP	1	\$1,900.00	\$1,900.00
5 Years Extended Warranty	120-1044-01-USSP	1	\$5,325.00	\$5,325.00
Extra Battery 36V-17400-3pol with	420-1001-01-	1	\$1,380.00	\$1,380.00

Products & Services	Item #	Quantity	Unit price	Price
Handle	USSP			
Pro X Maintenance Kit	220-1047-01	1	\$740.00	\$740.00
Pro X 5 Gallon Paint Canister - 2 Pack Two Pro X 5 Gallon Paint Canisters	220-1054-01- USSP	2	\$399.00	\$798.00
One-time subtotal				\$49,883.00
MI Discount				(\$12,000.00)
Total				\$37,883.00
Total contract value				\$37,883.00

Comments

Shipping & Billing Information

Please notify Richard Jones if any Shipping or Billing information changes are needed

Tax Exempt Status: Tax Exempt - Attach Form to Signed Quote

Public or Private: Public

Shipping Information

Contact Name:

Contact Phone Number:

Contact Email:

Shipping Address:

Billing Information

Contact Name:

Contact Phone Number:

Contact Email:

Billing Address:

Warranty

To view TinyMobileRobots' Warranty Policy, please refer to [this link](#).

Terms & Conditions

To view TinyMobileRobots' Terms & Conditions, please refer to [this link](#).

End User License Agreement

To view TinyMobileRobots' End User License Agreement, please refer to [this link](#).

W-9

To view TinyMobileRobots' W-9, please refer to [this link](#).

Return Guarantee

To view TinyMobileRobots' Return Guarantee, please refer to [this link](#).

Signature

If you have a Purchase Order (PO), please submit it through the form linked below.

[Submit PO](#)

If you have a Tax Exemption Form, please submit it through the form linked below.

Submit Tax Exemption Form

Signature

Date

Printed name

Reverend Brigitte Bechtold from Beacon Unitarian Universalist Congregation 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, September 8, 2025, 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
- David Hamilton
- Ellen Hodorek

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 Conditional Rezoning (JPCR2025-007) – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East Side of Rochester Road, South of Shallowdale, (#88-20-14-152-001 and #88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) District *(Introduced by: Scott Finlay, City Engineer)*

The Mayor opened the Public Hearing for public comment.

The Mayor closed the Public Hearing after receiving comment from Jim McCauley.

Resolution #2025-09-116
 Moved by Chamberlain-Creanga
 Seconded by Gunn

WHEREAS, On June 14, 2021 City Council approved a Conditional Rezoning Agreement for a 32-unit townhome development proposed by the Applicant, MNK Troy 1 LLC; and,

WHEREAS, On June 21, 2021 the Planning Commission granted Preliminary Site Plan Approval for a 32-unit townhome development known as Shallowbrook Townhomes; and,

WHEREAS, The Conditional Rezoning Agreement expired on February 8, 2025 because the developer did not diligently pursue and substantially complete the project in accordance with the City’s Zoning Ordinance; and,

WHEREAS, Applicant MNK Troy 1, LLC subsequently partnered with M/I Homes and together these entities submitted a proposed Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan for Wesley Park, a 32-unit townhome development; and,

WHEREAS, The proposed Revised and Restated Conditional Rezoning Agreement is consistent with the original Conditional Rezoning Agreement, which was supported by and created with input from representatives of the neighboring Homeowners Association; and,

WHEREAS, the Preliminary Site Plan for Wesley Park is consistent with the previously approved Preliminary Site Plan for Shallowbrook Townhomes; and,

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Revised and Restated Conditional Rezoning Agreement, including voluntarily offered conditions related to providing designated open space intended to reduce the impact of the development on neighboring properties; and,

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Revised and Restated Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to sign the Revised and Restated Conditional Rezoning Agreement on behalf of the City of Troy;

BE IT FURTHER RESOLVED, That Troy City Council **ACCEPTS** the Open Space Preservation Easement voluntarily offered by the developer (attached);

BE IT FINALLY RESOLVED, That Troy City Council **GRANTS** Preliminary Site Plan Approval for the proposed Wesley Park Townhomes.

Yes: All-7
No: None

MOTION CARRIED

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

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

a) **Mayoral Appointments:** None

b) **City Council Appointments:**

Resolution #2025-09-117

Moved by Gunn

Seconded by Chanda

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

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:

Term Expires: 7/31/2026

Sanika Atmakur

Term currently held by: Sanika Atmakur

Term Expires: 9/30/2028

Pamela Brady

Term currently held by: Pamela Brady

Term Expires: 9/30/2028

Janice Girling

Term currently held by: Jasper Gill

Term Expires: 9/30/2028

Vinodh Kumar Mudaliar

Term currently held by: Vinodh Kumar Mudaliar

Yes: All-7

No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Local Development Finance Authority; b) City Council Nominations – None

a) **Mayoral Nominations:**

Resolution #2025-09-118
 Moved by Baker
 Seconded by Gunn

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:

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: 6/30/2027

Todd Wodzinski

Resident Member

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

Yes: All-7
 No: None

MOTION CARRIED

b) **City Council Nominations: None**

I-3 No Closed Session Requested

I-4 Standard Purchasing Resolution 4: Oakland County Extended Purchasing Cooperative Contract – VFD for the Main Pool Pump at the Troy Community Center, and Budget Amendment (*Introduced by: Brian Goul, Recreation Director*)

Resolution #2025-09-119
 Moved by Hodorek
 Seconded by Gunn

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to install a VFD to the main pool pump at the Troy Community Center to *SHAW Service and Maintenance of Southfield, MI* for an estimated total cost of \$36,590 and a 20% contingency for a not to exceed total amount of \$43,908 at prices contained in proposal #SCOT250711001 through the Oakland County Extended Purchasing Contract #010460; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment to the Troy Community Center General Equipment Capital Fund in the amount of \$43,908.

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

Yes: All-7
No: None

MOTION CARRIED

I-5 Bid Waiver – Pool Leak Detection Consultant – Troy Family Aquatic Center

Resolution #2025-09-120
Moved by Brooks
Seconded by Chamberlain-Creanga

RESOLVED, That in the best of interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract for leak detection services at the Troy Family Aquatic Center to *American Leak Detention of SE Michigan of Whitmore Lake, MI* for an estimated total amount of \$12,225 with a 20% contingency for a not to exceed amount of \$14,670, as detailed in the attached quote #00001056, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2025-09-121-J-1a
Moved by Hamilton
Seconded by Chanda

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2025-08-121-J-2

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

- a) City Council Minutes-Draft – August 25, 2025

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – 2025-2026 Street Tree Planting**

Resolution #2025-09-121-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposal A and Proposal B to purchase and plant balled and burlap or container grown deciduous trees and evergreen trees to the sole bidder meeting specifications, *KLM Landscape, of Armada, MI*, at unit prices contained in the bid tabulation opened August 21, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2026.

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

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Holiday Lights – Lights of Hope**

Resolution #2025-09-121-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposals A, B, C, D, E, and F for Holiday Lights as specified to the low bidder meeting specifications, *Paraclete Services, Inc. dba Begonia Brothers of Northville, MI*, for an estimated cost for installation and removal of \$34,125 along with additional light installation and replacement materials at unit prices contained in the bid tabulation opened August 21, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire April 20, 2028.

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

J-5 Private Agreement – Contract for Installation of Municipal Improvements – Wesley Park Townhomes – Project No. 21.907.3

Resolution #2025-09-121-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and MNK Troy1 LLC for the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Basin, Asphalt Pavement, and Concrete Approach & Sidewalk, and the Mayor and City Clerk are **AUTHORIZED** to execute the documents, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K Announcement of Public Hearings:

- a) September 29, 2025 – Adoption of Brownfield Redevelopment Plan #12 for Forbes/Frankel Troy Ventures, LLC, Parcel Numbers #88-20-19-476-004 and #88-20-19-476-005, 3050 and 3062 West Big Beaver Road

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:

Anthony Porta	Commented with concerns about the contract with Star EMS
Joey Colby	Commented about misinformation being posted about the bond proposal, and campaign finance violations
Aaron Green	Commented on a statement made by the Mayor on a news program regarding the National Guard
Melanie Woodrich	Commented on a statement made by the Mayor on a news program regarding the National Guard
Mike Flores	Commented on a statement made by the Mayor on a news program regarding the National Guard

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

Mayor Pro Tem Gunn responded that there is still exploration going on by City Administration looking into EMS service.

Mayor Pro Tem Gunn responded that he believes Mayor Baker prioritizes the safety of all Troy residents, and he does not believe that the Mayor was suggesting the National Guard come to Troy.

Council Member Hodorek responded that the decision of the EMS contract was a decision that needed to be made, but it is going to continue to be reviewed.

Council Member Hodorek responded that she does not believe that the Mayor was suggesting that the National Guard come to Troy, but that he was commenting that there are people who

said they would feel safer with National Guard presence. She said that she hopes the residents of Troy have faith in the representation and administration in the City of Troy to keep all residents safe, regardless of what is happening at the federal level. She said she has concerns about what is happening at the federal level, and she wants to keep communication open between residents and the Council.

Council Member Hamilton commented that he has not seen the news program being discussed, but he will watch it before commenting.

Council Member Hamilton responded that the EMS decision was needed while other options are being explored, especially since bringing EMS in-house would take 1.5-2 years to put in place.

Council Member Hamilton commented that he is running for reelection, and his signs have been stolen, and he encourages everyone to follow the law regardless of who you support.

Council Member Chamberlain-Creanga responded that the EMS decision was made out of necessity while the option of bringing EMS service in-house is being investigated and considered.

Council Member Chamberlain-Creanga commented that she had over \$400 of her campaign signs stolen, and she had a postcard put into her mailbox illegally. She commented on misinformation being spread about the bond proposal. She commented on the need for civility.

Council Member Brooks thanked Mr. Porta for his service as a first responder, and commented that the change in EMS service provider needed to be made right away, while conversations continue about bringing the service in-house.

Council Member Brooks asked City Attorney Bluhm if there is anything that can be done about theft of campaign signs, or other vandalism. City Attorney Bluhm responded that residents could check their doorbell or security cameras for evidence of theft or destruction of private property, then report it to the Troy Police.

Council Member Chanda responded to Mr. Porta that EMS is a priority and City Council will be watching the response times closely and they will make changes if changes need to be made.

Council Member Chanda commented that he will allow Mayor Baker respond to the comments. He said the National Guard is intended for emergencies and natural disasters, not to militarize a peaceful city like Troy. He said he does not believe the Mayor's comments did not mean to bring the National Guard to Troy.

Mayor Baker responded that he hopes Mr. Porta feels heard and that City Council will continue to review the EMS service issue.

Mayor Baker responded that he hopes that campaign season will be more civil than it has been so far.

Mayor Baker responded that he has concerns about the National Guard going into cities, but he does not support the National Guard coming to Troy. He said that he rarely comments on partisan issues, and he hopes that people who watch clips of comments he's made will watch

the entire segment to get clearer context. He said he puts local public safety first, and he understands that a lot of factors will affect whether someone feels safe or unsafe. He said he works hard to make sure that all Troy residents feel safe in Troy.

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) Planning Commission-Final – July 22, 2025
Noted and Filed
-

O-2 Department Reports:

- a) 2025 Bond Proposal Communications Plan Updates
Noted and Filed
-

O-3 Letters of Appreciation:

- a) To the Fire Department from Gastrointestinal Endoscopy Center
Noted and Filed
-

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

P. COUNCIL COMMENTS:

P-1 Council Comments

Mayor Pro Tem Gunn reminded everyone that Troy Family Daze starts on Thursday with swearing in new US Citizens at the Naturalization Ceremony.

Council Member Chamberlain-Creanga said that Sunday is International Day at Troy Family Daze and is run by the Global Troy Advisory Committee. She encouraged everyone to attend the great celebration of our beautiful, diverse cultures in Troy.

Council Member Chamberlain-Creanga spoke about stolen lawn signs. She encouraged everyone to act with civility and commented that crime is not acceptable.

Council Member Hamilton commented on the ribbon cutting of the new play structure at Sylvan Glen Lake Park. He said the play structure is stunning and was funded with federal dollars.

Council Member Brooks said that Troy Family Daze is this weekend and has many events, including the Naturalization Ceremony, a breakfast, a 5K run/walk, a parade, and International Day. She said it's a great family-friendly event and encouraged everyone to attend.

Council Member Brooks commented that Thursday marks the 24th anniversary of 911. She said she will remember the innocent civilians and first responders who died on that day and those who suffered long-term health consequences from that day. She said the City recently honored the fallen firefighters, and earlier this year they honored the fallen police officers.

Council Member Chanda commented on the events at Troy Family Daze, including a parade and International Day.

Council Member Chanda commented on the new play structure at Sylvan Glen Lake Park. He encouraged City Administration to advertise it more throughout the community.

Council Member Hodorek gave a shoutout to all the volunteers and City employees who have planned and are pulling off Troy Family Daze this weekend.

Council Member Hodorek commented on the beautiful play structure at Sylvan Glen Lake Park, and thanked Deputy Public Works Director Trantham and others who worked together to make it happen.

Mayor Baker thanked City Clerk Dickson for the presentation on Roberts Rules of Order at a recent Planning Commission meeting. He asked if the presentation could be presented to City Council in the future.

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

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:44 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: September 23, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Window Cleaning Services

History

- The Facilities Division is responsible for overseeing Window Cleaning Services for City facilities.
- Window Cleaning Services are routinely performed during the spring and fall seasons. Services are currently provided at City Hall, Police Department, Library, District Court, Community Center, Transit Center, Training Center, and the Department of Public Works.
- Window Cleaning Services at other City facilities are utilized on an as-needed basis.
- Premier Window Cleaning of Dearborn, MI has successfully been providing these services at most facilities since 2014.
- Annual Window Cleaning Services for Fire Stations 1-6 have been included.

Purchasing

- On September 18, 2025, a bid opening was conducted as required by the City Charter/Code for three (3) year requirements of Window Washing Services with an option to renew for two (2) additional years.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Two hundred and eight (208) vendors were notified via the MITN website.
- Four (4) bid responses were received which one did not meet specifications regarding the bid surety requirements. One additional bid was considered non-responsive as they failed to submit the bid surety as required. Below is a detailed summary of the vendor responses.

Companies notified via MITN	208
Troy Companies notified via MITN	9
Troy Companies - Active email Notification	8
Troy Companies - Active Free	1
Companies that viewed the bid	33
Troy Companies that viewed the bid	1

***MITN** provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City.

Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities to do business with the City.

Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Premier Window Cleaning Inc. of Dearborn, MI* is the low bidder meeting specifications and is being recommended for award.

Financial

Funds are available in various department operating budgets.

Recommendation

City Management recommends awarding a three (3) year contract with two one-year renewal options for Window Cleaning Services to *Premier Window Cleaning Inc. of Dearborn, MI* for an estimated annual cost of \$29,950 for Proposal A for two annual cleanings and \$5,480 for Proposal B Fire Stations for one annual cleaning at unit prices contained in the bid tabulation opened September 18, 2025; not to exceed budgetary limitations; contract to expire June 30, 2030.

CITY OF TROY
BID TABULATION
WINDOW CLEANING SERVICES

VENDOR NAME:	Allied Building Services	Premier Window Cleaning, Inc.	Martinez Retail Management, Inc. dba All Window Cleaning Services	Frisch Window Cleaning, LLC
CITY:	Detroit, MI	Dearborn, MI	Hinsdale, IL	Lapeer, MI
CHECK AMOUNT:	\$1,000.00	\$1,000.00	\$1,000.00	Certified/Cashier's Check or Money Order not provided
CHECK #:	1869399	110523.00	3018939882	

PROPOSAL: To provide all necessary equipment, materials and personnel for WINDOW CLEANING SERVICES AT MULTIPLE CITY BUILDINGS for a three (3) year period with two (2) 1-year renewal options

Description	Price per Cleaning	Total (2 Cleanings)	Price per Cleaning	Total (2 Cleanings)	Price per Cleaning	Total (2 Cleanings)	Price per Cleaning	Total (2 Cleanings)
PROPOSAL A - CITY BUILDINGS								
1. Troy City Hall, 500 W Big Beaver								
Year 1 - Total Price Per Cleaning	\$5,040.00	\$10,080.00	\$2,100.00	\$4,200.00	\$2,795.00	\$5,590.00	\$3,930.00	\$7,860.00
Year 2 - Total Price Per Cleaning	\$5,343.00	\$10,686.00	\$2,100.00	\$4,200.00	\$2,875.00	\$5,750.00	\$3,930.00	\$7,860.00
Year 3 - Total Price Per Cleaning	\$5,557.00	\$11,114.00	\$2,100.00	\$4,200.00	\$2,960.00	\$5,920.00	\$3,930.00	\$7,860.00
3 Year Total:	\$31,880.00		\$12,600.00		\$17,260.00		\$23,580.00	
2. Troy Police Station, 500 W Big Beaver								
Year 1 - Total Price Per Cleaning	\$4,600.00	\$9,200.00	\$3,050.00	\$6,100.00	\$3,295.00	\$6,590.00	\$3,160.00	\$6,320.00
Year 2 - Total Price Per Cleaning	\$4,992.00	\$9,984.00	\$3,050.00	\$6,100.00	\$3,390.00	\$6,780.00	\$3,160.00	\$6,320.00
Year 3 - Total Price Per Cleaning	\$5,119.00	\$10,238.00	\$3,050.00	\$6,100.00	\$3,490.00	\$6,980.00	\$3,160.00	\$6,320.00
3 Year Total:	\$29,422.00		\$18,300.00		\$20,350.00		\$18,960.00	
3. Troy Library, 510 W Big Beaver								
Year 1 - Total Price Per Cleaning	\$990.00	\$1,980.00	\$1,200.00	\$2,400.00	\$1,595.00	\$3,190.00	\$1,500.00	\$3,000.00
Year 2 - Total Price Per Cleaning	\$1,059.00	\$2,118.00	\$1,200.00	\$2,400.00	\$1,640.00	\$3,280.00	\$1,500.00	\$3,000.00
Year 3 - Total Price Per Cleaning	\$1,102.00	\$2,204.00	\$1,200.00	\$2,400.00	\$1,690.00	\$3,380.00	\$1,500.00	\$3,000.00
3 Year Total:	\$6,302.00		\$7,200.00		\$9,850.00		\$9,000.00	
4. Troy District Court, 520 W Big Beaver								
Year 1 - Total Price Per Cleaning	\$1,890.00	\$3,780.00	\$1,400.00	\$2,800.00	\$1,995.00	\$3,990.00	\$3,260.00	\$6,520.00
Year 2 - Total Price Per Cleaning	\$2,022.00	\$4,044.00	\$1,400.00	\$2,800.00	\$2,050.00	\$4,100.00	\$3,260.00	\$6,520.00
Year 3 - Total Price Per Cleaning	\$2,103.00	\$4,206.00	\$1,400.00	\$2,800.00	\$2,110.00	\$4,220.00	\$3,260.00	\$6,520.00
3 Year Total:	\$12,030.00		\$8,400.00		\$12,310.00		\$19,560.00	
5. Troy Community Center, 3179 Livernois								
Year 1 - Total Price Per Cleaning	\$10,850.00	\$21,700.00	\$4,350.00	\$8,700.00	\$4,795.00	\$9,590.00	\$7,172.00	\$14,344.00
Year 2 - Total Price Per Cleaning	\$11,610.00	\$23,220.00	\$4,350.00	\$8,700.00	\$4,935.00	\$9,870.00	\$7,172.00	\$14,344.00
Year 3 - Total Price Per Cleaning	\$12,074.00	\$24,148.00	\$4,350.00	\$8,700.00	\$5,080.00	\$10,160.00	\$7,172.00	\$14,344.00
3 Year Total:	\$69,068.00		\$26,100.00		\$29,620.00		\$43,032.00	
6. Troy Transit Center, 1201 Doyle								
Year 1 - Total Price Per Cleaning	\$2,520.00	\$5,040.00	\$1,625.00	\$3,250.00	\$795.00	\$1,590.00	\$1,348.00	\$2,696.00
Year 2 - Total Price Per Cleaning	\$2,696.00	\$5,392.00	\$1,625.00	\$3,250.00	\$815.00	\$1,630.00	\$1,348.00	\$2,696.00
Year 3 - Total Price Per Cleaning	\$2,804.00	\$5,608.00	\$1,625.00	\$3,250.00	\$840.00	\$1,680.00	\$1,348.00	\$2,696.00
3 Year Total:	\$16,040.00		\$9,750.00		\$4,900.00		\$8,088.00	
7. Troy Fire and Police Training Center, 4850 John R								
Year 1 - Total Price Per Cleaning	\$990.00	\$1,980.00	\$600.00	\$1,200.00	\$795.00	\$1,590.00	\$870.00	\$1,740.00
Year 2 - Total Price Per Cleaning	\$1,059.00	\$2,118.00	\$600.00	\$1,200.00	\$815.00	\$1,630.00	\$870.00	\$1,740.00
Year 3 - Total Price Per Cleaning	\$1,102.00	\$2,204.00	\$600.00	\$1,200.00	\$840.00	\$1,680.00	\$870.00	\$1,740.00
3 Year Total:	\$6,302.00		\$3,600.00		\$4,900.00		\$5,220.00	
8. Department of Public Works, 4693 Rochester Road								
Year 1 - Total Price Per Cleaning	\$630.00	\$1,260.00	\$300.00	\$600.00	\$500.00	\$1,000.00	\$876.00	\$1,752.00
Year 2 - Total Price Per Cleaning	\$674.00	\$1,348.00	\$300.00	\$600.00	\$515.00	\$1,030.00	\$876.00	\$1,752.00
Year 3 - Total Price Per Cleaning	\$701.00	\$1,402.00	\$350.00	\$600.00	\$530.00	\$1,060.00	\$876.00	\$1,752.00
3 Year Total:	\$4,010.00		\$1,800.00		\$3,090.00		\$5,256.00	
9. DPW Parks Garage, 4695 Rochester Road								
Year 1 - Total Price Per Cleaning	\$315.00	\$630.00	\$350.00	\$700.00	\$50.00	\$100.00	\$500.00	\$1,000.00
Year 2 - Total Price Per Cleaning	\$337.00	\$674.00	\$350.00	\$700.00	\$50.00	\$100.00	\$500.00	\$1,000.00
Year 3 - Total Price Per Cleaning	\$351.00	\$702.00	\$350.00	\$700.00	\$50.00	\$100.00	\$500.00	\$1,000.00
3 Year Total:	\$2,006.00		\$2,100.00		\$300.00		\$3,000.00	
Proposal A: Year 1 Total	\$55,650.00		\$29,950.00		\$33,230.00		\$45,232.00	
Proposal A: Year 2 Total:	\$59,584.00		\$29,950.00		\$34,170.00		\$45,232.00	
Proposal A: Year 3 Total:	\$61,826.00		\$29,950.00		\$35,180.00		\$45,232.00	
Proposal A Renewal Price Increase per year	3.0%		2.0%		3.0%		0.0%	

CITY OF TROY
 BID TABULATION
 WINDOW CLEANING SERVICES

VENDOR NAME:		Premier Window Cleaning, Inc.	Martinez Retail Management, Inc. dba All Window Cleaning Services	Frisch Window Cleaning, LLC
CITY:		Detroit, MI	Dearborn, MI	Hinsdale, IL
Description	Price per Cleaning	Price per Cleaning	Price per Cleaning	Price per Cleaning
PROPOSAL B - FIRE STATIONS				
1. Troy Fire Station 1, 1019 East Big Beaver				
Year 1 - Total Price Per Cleaning	\$720.00	\$460.00	\$450.00	\$510.00
Year 2 - Total Price Per Cleaning	\$770.00	\$460.00	\$460.00	\$510.00
Year 3 - Total Price Per Cleaning	\$801.00	\$460.00	\$470.00	\$510.00
3 Year Total:	\$2,291.00	\$1,380.00	\$1,380.00	\$1,530.00
2. Troy Fire Station 2, 5600 Livernois				
Year 1 - Total Price Per Cleaning	\$630.00	\$430.00	\$400.00	\$600.00
Year 2 - Total Price Per Cleaning	\$674.00	\$430.00	\$410.00	\$600.00
Year 3 - Total Price Per Cleaning	\$701.00	\$430.00	\$420.00	\$600.00
3 Year Total:	\$2,005.00	\$1,290.00	\$1,230.00	\$1,800.00
3. Troy Fire Station 3, 2400 West Big Beaver				
Year 1 - Total Price Per Cleaning	\$1,550.00	\$1,800.00	\$1,995.00	\$2,090.00
Year 2 - Total Price Per Cleaning	\$1,659.00	\$1,800.00	\$2,050.00	\$2,090.00
Year 3 - Total Price Per Cleaning	\$1,725.00	\$1,800.00	\$2,110.00	\$2,090.00
3 Year Total:	\$4,934.00	\$5,400.00	\$6,155.00	\$6,270.00
4. Troy Fire Station 4, 2117 East Maple				
Year 1 - Total Price Per Cleaning	\$1,652.00	\$1,900.00	\$1,795.00	\$1,406.00
Year 2 - Total Price Per Cleaning	\$1,768.00	\$1,900.00	\$1,850.00	\$1,406.00
Year 3 - Total Price Per Cleaning	\$1,838.00	\$1,900.00	\$1,900.00	\$1,406.00
3 Year Total:	\$5,258.00	\$5,700.00	\$5,545.00	\$4,218.00
5. Troy Fire Station 5, 6399 John R				
Year 1 - Total Price Per Cleaning	\$810.00	\$460.00	\$350.00	\$540.00
Year 2 - Total Price Per Cleaning	\$867.00	\$460.00	\$360.00	\$540.00
Year 3 - Total Price Per Cleaning	\$901.00	\$460.00	\$370.00	\$540.00
3 Year Total:	\$2,578.00	\$1,380.00	\$1,080.00	\$1,620.00
6. Troy Fire Station 6, 5901 Coolidge				
Year 1 - Total Price Per Cleaning	\$720.00	\$430.00	\$350.00	\$462.00
Year 2 - Total Price Per Cleaning	\$770.00	\$430.00	\$360.00	\$462.00
Year 3 - Total Price Per Cleaning	\$801.00	\$430.00	\$370.00	\$462.00
3 Year Total:	\$2,291.00	\$1,290.00	\$1,080.00	\$1,386.00
Proposal B: Year 1 Total:	\$6,082.00	\$5,480.00	\$5,340.00	\$5,608.00
Proposal B: Year 2 Total:	\$6,508.00	\$5,480.00	\$5,490.00	\$5,608.00
Proposal B: Year 3 Total:	\$6,767.00	\$5,480.00	\$5,640.00	\$5,608.00
Proposal B Renewal Price Increase per year	3.0%	2.0%	3.0%	0.0%
Proposal A & B: Grand Total Year 1:	\$61,732.00	\$35,430.00	\$38,570.00	\$50,840.00
Proposal A & B: Grand Total Year 2:	\$66,092.00	\$35,430.00	\$39,660.00	\$50,840.00
Proposal A & B: Grand Total Year 3:	\$68,593.00	\$35,430.00	\$40,820.00	\$50,840.00
Grand Total Proposals A & B Years 1-3:	\$196,417.00	\$106,290.00	\$119,050.00	\$152,520.00
Contact Information Provided:	Y/N	Y	Y	Y
Site Inspection:	Y/N	Y	Y	N
References:	Y/N	Y	Y	Y
Can begin work Sept/Oct 2025:	Y/N	Y	Y	Y
Insurance:	Y/N	Y	Y	Y
Payment Terms:	Net 30	30 days from invoice date	Net 30 Days	Net 30
Warranty:	60 Days	N/A	48 hours	1 Year
Exceptions:	None	None	None	None
Acknowledgement:	Y	Y	Y	Y
Vendor Questionnaire:	Y	Y	Y	Y
Forms:	Y	Y	Y	2 forms not notarized

Low Bid Meeting Specifications

Attest:

(*Bid Opening conducted via a Zoom Meeting)
 Laura Campbell
 Andrew Chambliss
 Stephanie Kerr

Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM



Date: September 19, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Holiday Tree

History

The Troy Parks and Recreation Advisory Board, through its Green Space Sub-Committee, has long emphasized that the development of the Civic Center campus should be more than just open land; it should be a premier community gathering space that reflects both the natural landscape and the forward-looking vision of our city. In their Final Report, the Committee stated, “All of our parks should be considered as regional community centers with the development of the Troy Civic Center being the central legacy showpiece and evidence of our planning for tomorrow” (p. 25). This guiding principle has shaped many recent projects and was further validated by the results of the 2020 Parks and Recreation Master Plan surveys, which revealed that residents strongly desire additional winter recreation opportunities, with particular interest in the development of an ice-skating facility.

The opening of the new pavilion and rink at Stine Community Park on June 13, 2024, marked an important milestone in fulfilling this community’s wish. During the summer and fall of 2024, the rink swiftly became a center of community activity, as roller skaters filled the area and residents of all ages gathered to enjoy a new recreational spot in the heart of the City of Troy Civic Center Campus. When winter came, the transformation of the rink into a seasonal attraction was truly impressive. The space was turned into a winter wonderland, offering ice skating under illuminated landscape lighting and decorated trees that matched those at the municipal facilities on the Civic Center campus. This new feature has rapidly become a popular destination for residents.

Although the rink has been successful, one noticeable element was missing during the winter celebrations: a central holiday tree. While the lights and decorated trees around the park created a warm, festive atmosphere, there was no single focal point to serve as the highlight of the event. Including a decorated holiday tree at the rink would fill this gap, improve the overall experience, and help establish a seasonal tradition that could become a signature feature of Troy’s Civic Center Campus.



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CITY COUNCIL AGENDA ITEM

For this reason, City staff recommends the purchase of an 18-foot-tall by 9-foot-wide natural branch artificial panel tree. The panels are fully lit and decorated with assorted ornament sizes for the 2025 holiday season. The addition of this feature will elevate the rink’s role as a centerpiece of community life and provide a signature holiday attraction for both residents and visitors.

Purchasing

On September 4, 2025 a bid opening was conducted as required by the City Charter/Code for the purchase of a Holiday Tree with assorted ornaments and lights. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi. Two hundred fifty-one (251) vendors were notified via the MITN site. Three (3) bid responses and one (1) no bid were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	251
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	2
Troy Companies - Free	0
Companies that viewed the bid	28
Troy Companies that viewed the bid	1

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

After a review of the bid proposals *HDMS LLC dba Holiday Designs of Gainesville, GA* is the low bidder meeting specifications and is being recommended for award.

Financial

Funds are budgeted and available in the Parks Civic Center Maintenance operating account for the 2026 fiscal year. Expenditures will be charged to account number 101.770.756.740.125.

Recommendation

City Management recommends awarding a contract for the purchase of an 18’ holiday tree from the low bidder meeting specifications *HDMS LLC DBA Holiday Designs of Gainesville, Georgia* for an estimated cost of \$10,500, at prices detailed in the attached bid tabulation opened September 4, 2025; not to exceed budgetary limitations.



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM



Stock image of proposed tree. The tree will extend to the ground without the elevated base.

Opening Date - 09/04/2025
 Date Reviewed - 09/04/2025

CITY OF TROY
 BID TABULATION
 HOLIDAY TREE

ITB-COT 25-24
 Page 1 of 1

VENDOR NAME:	HDMS LLC DBA Holiday Designs	Kimball Lighting, LLC	Platinum Lawn Service and Landscaping
CITY:	Gainsville, GA	Evergreen, CO	Sterling Hgts., MI
CHECK AMOUNT:	\$750.00	\$750.00	\$750.00
CHECK NUMBER:	5833	328002651	1899406

PROPOSAL: TO FURNISH (1) ONE PANEL HOLIDAY TREE FOR THE CITY OF TROY

COMPLETE FOR THE TOTAL SUM OF:	\$10,500.00	\$11,185.00	\$23,200.00
--------------------------------	--------------------	-------------	-------------

Manufacturer Warranty:	Frame - 6 Seasons; Bulbs & Electrical - 3 Seasons; Garland - 5 Seasons	US Made - 5 Year Warranty	5 Season Warranty
Contact Information Provided: Y/ N	Y	Y	Y
Product Lead Time:	6 - 8 Weeks	6 weeks from order date, but can be delivered by 11/1/25	4 weeks if ordered by 9/30
Can Meet Completion Date: Y/ N	Y	Y	Y
No Additional Delivery Charges Initialed Y/ N	Y	Y	Y
References: Y/ N	Y	Y	Y
Payment Terms:	Net 30 from ship date	30 days from delivery	Net 30
Exceptions:	Ornament sizes as quoted are 76.2MM - 3 Inch; 101.6MM - 4 Inch and 152.4MM - 6 Inch	None	Order by 9/30 and should received within 4 weeks, after that delivery time increases
Acknowledgement:	Y	Y	Missing 1 Signature
Forms:	Y	Y	Y

Low Bidder Meeting Specifications

No Bid: Paraclete Services, Inc.

(*Bid Opening conducted via a Zoom Meeting)

ATTEST:

Dennis Trantham
Andrew Chambliss
Nellie Bert
Dina Gates

 Emily Frontera
 Purchasing Manager



500 West Big Beaver
Troy, MI 48084
troymi.gov

 J-04c

CITY COUNCIL AGENDA ITEM

Date: September 29, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Jason Schmidt, Water & Sewer Operations Manager
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #4 – HGACBuy Purchasing Cooperative
Contract No. 25-02 – 2025 Sewer Root Treatment

History

- City DPW staff proactively cleans and televises the sanitary sewers in the City. Sewer lines with extensive root intrusions have been identified for treatment.
- Sewer root treatment was planned and budgeted in FY25/26.

Purchasing

- HGAC is the Houston-Galveston Area Council Cooperative Purchasing Program that has been in existence for over 30 years; specializing in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. Products available thru the HGACBuy Program are products utilized by Public Safety, Public Works, Emergency Services and Communications.
- On February 8, 2024, bid responses were received from twenty-one (21) vendors. The bid was hosted by HGAC Purchasing Cooperative. Contracts were awarded to the lowest responsible bidder providing best value for each product item as detailed in the bid specifications. *Duke's Root Control, Inc.* is the awarded low bidder for sewer root treatment services.
- Pricing for the 2025 Sewer Root Treatment per contract SC06-24 including all labor, materials and equipment has been secured from *Duke's Root Control, Inc., 1020 Hiawatha Blvd W, Syracuse, NY 13204* through the HGACBuy Purchasing Cooperative.

Financial

Funding for this work is budgeted and available in the 2025-2026. Sewer Capital Fund; Project #2026C0039. Expenditures will be charged to Account # 590.527.535.973.214025.



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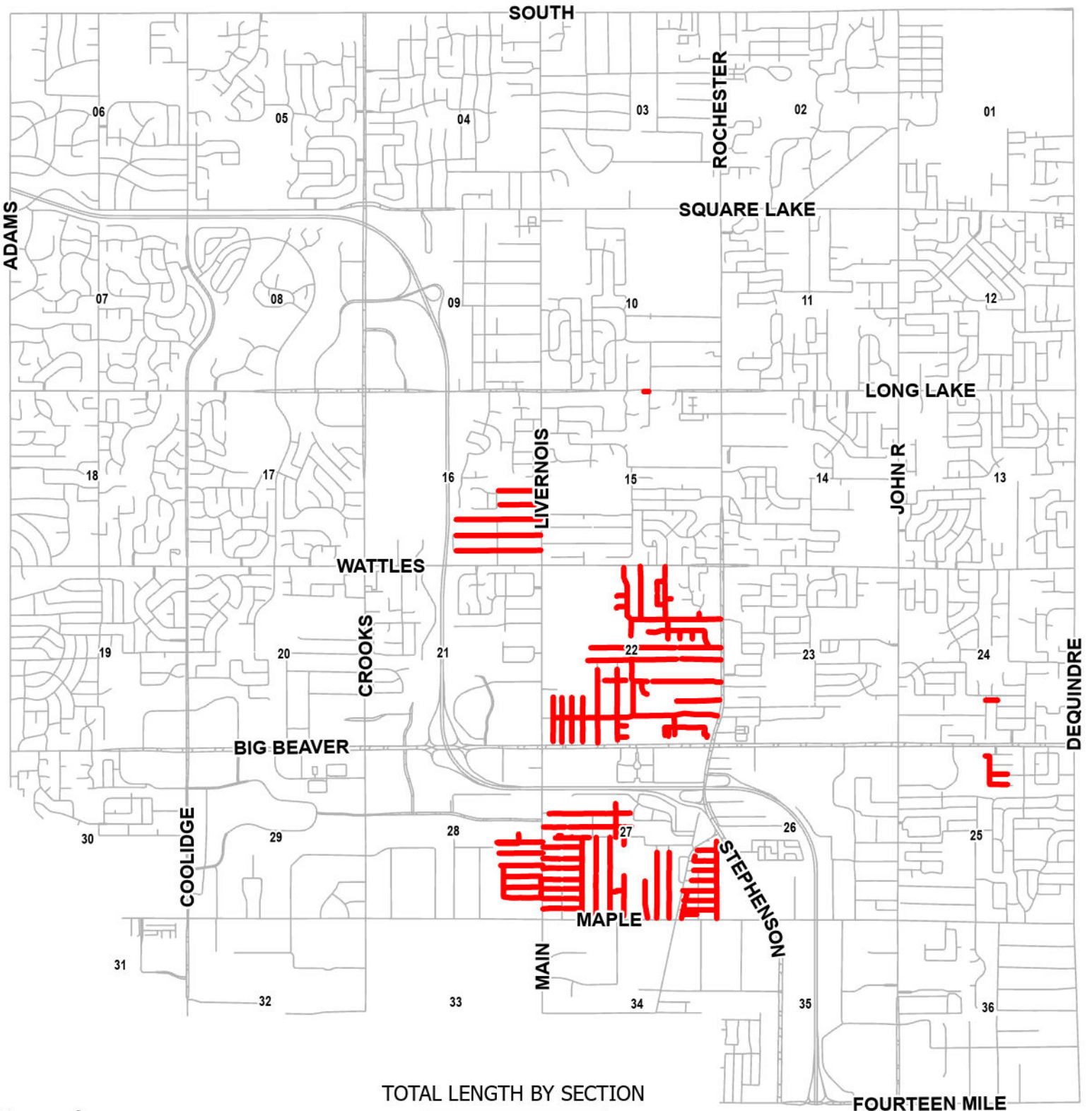
CITY COUNCIL AGENDA ITEM

Recommendation

It is recommended that City Council award the 2025 Sewer Root Treatment contract to *Duke's Root Control, Inc., 1020 Hiawatha Blvd W, Syracuse, NY 13204* for an estimated amount of \$249,006.38, as detailed in the attached proposal and as per the HGACBuy Purchasing Cooperative Contract #SC06-24; not to exceed budgetary limitations.

A copy of the proposal and recommendation shall be attached to the original Minutes of this meeting.

Sewer Root Cleaning - Contract 24-03



TOTAL LENGTH BY SECTION

Section	Length (ft)
15	151
16	10,021
22	45,434
24	362
25	2,039
27	38,748
28	8,543

Legend

— Root Cleaning

**TOTAL LENGTH OF
PIPE FOR PROJECT
105,298 FT**





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM



Date: September 23, 2025

To: Frank A. Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 4: OMNIA Partners Contract – Elevator Services
Oakland County Cooperative Purchasing Contract – Sump Pump Installation in the Troy
Community Center Elevator Pit

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 in addition to groundwater, one of the gland packs for the surge tank is leaking.
- Water seeks the path of least resistance and has found its way to the elevator pit.
- When the Troy Community Center was built, there was no 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.
- City Council approved a contract with OHM Advisors (Resolution#2024-01-022-J-4d) to create the construction documents for this project.

Purchasing

- Pricing for the installation of the Elevator Sump Pump at the Troy Community Center has been secured from *Limbach of Pontiac, MI*, as detailed in the attached Proposal #CR071125B through the Oakland County Extended Purchasing Contract #009746.
- Pricing for Elevator Services has been secured from *Kone Inc. of Livonia, MI*, as detailed in the attached proposal dated September 18, 2025, per OMNIA Partners contract #EV2516.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).



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CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Community Center Buildings and Improvements Annex Renovation Capital Fund under Project Number 2024C0050. Expenditures will be charged to Account Number 401.756.755.975.125.

Recommendation

City Management recommends a contract be awarded for the purchase and installation of a sump pump in the elevator pit at the Troy Community Center to *Limbach of Pontiac MI*, in the amount of \$105,650 with a 15% contingency amount of \$15,847.50, as per the Oakland County Extended Purchasing Cooperative Contract #00009746, and to *Kone Inc. of Livonia, MI* as per the OMNIA Partners Cooperative Purchasing Contract #EV2516 for an estimated cost of \$20,721.20 with a 15% contingency amount of \$3,108.18; for an estimated total project cost of \$145,326.88, not to exceed budgetary limitations.



09/18/2025

CITY OF TROY
500 W BIG BEAVER RD
TROY, Michigan 48084

ATTN: Laura Campbell

KONE Inc.
11864 Belden Court
Livonia, MI 48150
Tel: +17345136944
Fax: +17345136948
www.kone.us
kevin.strasser@kone.com

Re: T&M - CITY OF TROY RECREATION - standby

Equip	Inventory Number	Address
20383744	PASSENGER ELEVATOR	3179 LIVERNOIS RD 48083-5099 Troy

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description
Mechanic will perform standby on a time material basis not to exceed 80 straight time hours @ \$253.39 = \$20,271.20 which is per Omnia Contract EV2516 rate. We will invoice on actual time on site. If we exceed 2 weeks we will go into a phase 2 on a time material basis.

Price

Our total price to perform the above-mentioned work will be calculated on a time and material basis at \$253.39 per hour, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed and accepted on behalf of CITY OF TROY

Respectfully submitted by,
KONE Inc.

(Purchaser Signature)

Kevin Strasser, senior sales executive

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

City of Troy - Community Center
3179 Livernois Road,
Troy, MI 48083

9/12/2025

City of Troy - Community Center - Elevator Sump Pump Install

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:

- Core floor slab in elevator shaft and remove concrete and dirt accordingly.
- Core opening in elevator shaft for pump pipe routing. Fire proof accordingly.
- Provide and install piping from the sump pump in the elevator shaft to the sanitary line in the changing room adjacent to the elevator operating room.
- Saw cut floor in family locker room changing room to tie into the existing 4" sanitary line underground.
- Install stand pipe tying into the 4" sanitary line for pump discharge termination and allowing an air gap (per code).
- Install elevator sump pump control panel in the adjacent elevator service room in order to provide control and alarm capability of the pump. Note, this control does not tie into the building management system and is a stand alone controller. This will operate in a fire alarm emergency even if oil is detected.
- Furnish and install conduit, hangers and pathway between electrical closet nearby elevator control room.
- Furnish and install conduit, hangers and pathway as shown on provided print EP101.
- Furnish and install wire for circuits as provided on EP101.
- Rework the family locker room changing room after the project to match existing conditions as close as possible.
- Permit & permit fees.

Qualifications

1. 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.
2. It is assumed that the elevator shaft floor is not foundational, and removing some of the concrete will not interfere with any structural integrities. OHM advisors has investigated this.
3. This proposal assumes that someone from the elevator subcontractor will be available to lock out the elevator according to the work schedule.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

Exclusions: (Other than stated in the above scope of work)

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Controls integration
5. Life safety controls, smoke detectors, and integration into central panel or BAS.
6. Cleaning of excess oil in the elevator pit.
7. Epoxy sealant for elevator shaft.
8. Cost/charges/elevator permits from elevator contractor. Our proposal doesn't include elevator companies' standby cost.

Total Investment for the above scope of work - \$105,650.00

Respectfully submitted,

Colin Rosni

Special Projects Manager

(586)-770-1124

Colin.Rosni@Limbachinc.com

Approved by:

Signature

Date

Print Name

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.

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

ENGINEERING

CONSTRUCTION

SERVICE



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: September 24, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Brian D. Varney, Fleet Division Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: State of Michigan MiDEAL Extended Purchasing Program – Police Department Replacement Vehicles

History

- Eleven (11) vehicles being purchased are planned replacement vehicles used by the Police Department.
- Eleven (11) obsolete vehicles will be removed from service and sold at auction with estimated proceeds of \$55,000.00.
- This purchase will replace Eleven (11) existing vehicles that will reach intended life expectancy and will not increase the size of the existing vehicle fleet.

Purchasing

- *Berger Chevrolet of Grand Rapids, MI* is the awarded bidder in the State of Michigan MiDEAL contract #240000001191, pricing is valid thru August 31, 2029 on selected Chevrolet vehicles.
- *Gorno Ford of Woodhaven, MI* is the awarded bidder in the State of Michigan MiDEAL contract #240000001193, pricing is valid thru August 31, 2029 on selected Ford patrol vehicles.
- *LaFontaine Chrysler Dodge Jeep Ram of Lansing, MI* is the awarded bidder in the State of Michigan MiDEAL contract #240000001206, pricing is valid thru August 31, 2029 on selected Dodge vehicles.
- Pricing to purchase selected vehicles has been secured from *Berger Chevrolet of Grand Rapids, MI, Gorno Ford of Woodhaven, MI and LaFontaine Chrysler Dodge Jeep Ram of Lansing, MI* as per the State of Michigan MiDEAL contracts and as detailed in the attached quotes.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5)

Financial

- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of city owned surplus items (Resolution #2014-02-017-J-4a). Therefore, note that the City will utilize and market eleven (11) obsolete vehicles on GovDeals.com site for optimal trade-in value and transparency.



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CITY COUNCIL AGENDA ITEM

Financial Cont.

- Funds are budgeted and available in the Public Works Capital Fund for the 2026 fiscal year with associated project numbers below.
- Expenditures of \$468,293.00 will be charged to Account Number 661.571.565.981.

<u>Berger Chevrolet</u>	<u>Unit Cost</u>	<u>Est. Total</u>	<u>Project#</u>
(1) Chevrolet Equinox SUV	\$29,427.00	\$29,427.00	2026C0056
(1) Chevrolet Blazer SUV	\$37,156.00	\$37,156.00	2026C0056
(1) Chevrolet Traverse SUV	\$40,718.00	\$40,718.00	2026C0056
Berger Chevrolet Total		\$107,301.00	
<u>Gorno Ford</u>	<u>Unit Cost</u>	<u>Est. Total</u>	<u>Project#</u>
(6) Ford Explorer SUV Utility	\$47,595.00	\$285,570.00	2026C0055
(1) Ford Bronco Sport SUV	\$37,685.00	\$37,685.00	2026C0056
Gorno Ford Total		\$323,255.00	
<u>LaFontaine CDJR</u>	<u>Unit Cost</u>	<u>Est. Total</u>	<u>Project#</u>
(1) Dodge Durango SUV	\$37,737.00	\$37,737.00	2026C0056
LaFontaine CDJR Total		\$37,737.00	
Grand Total		\$468,293.00	

Recommendation

- City Management recommends awarding a contract to purchase one (1) Chevrolet Silverado Equinox SUV, one (1) Chevrolet Blazer SUV and one (1) Chevrolet Traverse SUV from *Berger Chevrolet of Grand Rapids, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #240000001191 for an estimated total cost of \$107,301.00 as detailed above; not to exceed budgetary limitations.
- City Management recommends awarding a contract to purchase six (6) Ford Explorer SUV Utility vehicles and one (1) Bronco Sport SUV from *Gorno Ford of Woodhaven, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract #240000001193 for an estimated total cost of \$323,255.00 as detailed above; not to exceed budgetary limitations.
- City Management recommends awarding to purchase one (1) Dodge Durango SUV vehicle from *LaFontaine Chrysler Dodge Jeep Ram of Lansing, MI* as per the State of Michigan MiDEAL Cooperative Purchasing contract # 240000001206 for an estimated total cost of \$37,737.00 as detailed above; not to exceed budgetary limitations.



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CITY COUNCIL AGENDA ITEM



Chevrolet Equinox



Chevrolet Blazer



Chevrolet Traverse



Ford Explorer



Ford Bronco



Dodge Durango

(Not Actual Vehicles – Examples Only)

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$29,427.00

Number of units 1

Total Bid Amount \$29,427.00

Vehicle Description:

Year 2026

Make Chevrolet

Model Equinox LT AWD

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Troy

Price includes title fee and delivery. Price based on
Municipal discount from State of Michigan contract
number MA240000001191.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 8/28/2025

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$37,156.00

Number of units 1

\$37,156.00

Vehicle Description:

Year 2025

Make Chevrolet

Model Blazer LT AWD

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 575-9629

Fax (616) 988-9178

Bid Prepared For :

Troy

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 8/28/2025

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$40,718.00

Number of units 1

Total Bid Amount \$40,718.00

Vehicle Description:

Year 2026

Make Chevrolet

Model Traverse LT AWD
w/2 extra fobs

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Troy

Price includes title fee and delivery. Price based on
Municipal discount from State of Michigan contract
number MA240000001191.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 8/28/2025

EDDIE WILLIAMS MICHIGAN CONTRACT HOLDER
GOVERNMENT SALES
GORNOR FORD
WOODHAVEN, MI



PH 734-671-4893,



CELL 313-319-3431



e-mail

eddiewilliams@gornoford.com

BRIAN VARNEY, 248-524-3390
CITY OF TROY
EMAIL brian.varney@troymi.gov

8/4/2025

2026 FORD UTILITY AWD SUV , MIDEAL #MA240000001193

3.3L V6, 10 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, &
POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM STEREO, TIRE PRESSURE
MONITORING SYSTEM , ROLL STABILITY SYSTEM, , BACK UP CAMERA ,
SYNC, CLOTH FRONT/VINYL REAR, , SYNC 3, PRIVACY GLASS REAR, REAR
CRASH TESTED TO 75 MPH, KEYLESS ENTRY, WIG WAG CIRCUIT, CARGO
LIGHT, UPFITTER INTERFACE SYSTEM, CROSS TRAFFIC BRAKE ASSIST, 8"
SYNC 4 DISPLAY

BLACK "UM" - EXT COLOR,

3.3L V6, GAS ENGINE

DUAL SPOT LIGHTS

COURTESY LIGHTS IN-OP

HEATED EXT MIRRORS

FLEET KEY, CODE 1111X

REAR WINDOW AND DOOR HANDLES IN-OP

KEYLESS ENTRY

TAILLIGHT PREP

BLISS

REAR A/C & HEAT

H8 AGM BATTERY

PRE COLLISION MITIGATION SYSTEM

POLICE ENGINE IDLE SYSTEM

POWER PASSENGER FRT SEAT

MUNI PRICE, TOTAL, PER UNIT \$47,595.00

SINCERELY

EDDIE WILLIAMS

GOVERNMENT SALES

CELL 313-319-3431

EDDIE WILLIAMS
GOVERNMENT SALES
GORN FORD
WOODHAVEN, MI
CELL 313-319-3431
FAX 734-671-4375

9/9/2025

BRIAN VARNEY
TROY DPW/FLEET OPERATIONS
TROY, MI
CELL 248-524-3390
Email brian.varney@troymi.gov

2026 FORD BRONCO SPORT AWD, MIDEAL #MA240000001193
1.5I ECO BOOST, AUTO, A/C, STEREO, POWER GROUP, SPEED CONTROL,
BUCKETS W/CONSOLE, ROLLSTABILITY, SIDE CURTAIN AIR BAGS, FORD
SYNC 4 SYSTEM, ABS, , BACK UP CAMERA

CHANGES

GRAY EXT
FORD CO-PILOT 360 ASSIST
REAR PARKING SENSORS
13" CENTER STACK DISPLAY
110V/400 WATT INVERTER
BRUSH GUARD
CARGO MAT
UNDER ENGINE SKID PLATE PKG
17" ALUMINUM GRAY WHEELS
225/65R X 17 ALL TERRAIN TIRES
LED FOG LAMPS
8 WAY POWER DRIVER'S SEAT
HEATED FRT SEATS
PREM WRAPPED STEERING WHEEL
ALL WEATHER FLOOR MATS

MUNI PRICE

\$37,685.00

SINCERELY

EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

LaFontaine CDJR-Lansing

6131 S. Pennsylvania Ave.

Lansing, MI 48911

517-394-1022-Direct

517-394-1205-Fax

mdeacon@lafontaine.com

Name: City of Troy
 Address: _____
 City: _____ State: _____ Zip: _____
 Contact: Brian Varney
 Phone: 248.524.3390
 Email: brian.varney@troymi.gov

Date: 9/23/2025
 Quote 092325

State of Michigan Contract 240000001206		
2026		
WDEH75	Dodge Durango GT AWD	\$37,192.00
2BD	3.6L V6	
PDN	Destroyer Grey	\$395.00
Per contract delivery is \$2.00 a mile one way mileage.		\$150.00
By signing the purchase agreement you agree to purchase of the vehicle or vehicles X _____		
Total Cost:		\$37,737.00

Signed Michelle Deacon

Please note payment is due within 30 days of delivery. Any invoices paid after 30 days may be subject to a 1.5% late fee



500 West Big Beaver
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CITY COUNCIL AGENDA ITEM

Date: September 17, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle A. Vieth, Controller
G. Scott Finlay, City Engineer

Subject: Approval of MDOT Construction Contract No. 25-5440 for the Reconstruction of Rochester Road from Barclay to Trinway, Project No. 02.206.5

History

The Rochester Road, Barclay to Trinway project was initially approved in 2002. Preliminary engineering commenced shortly thereafter, but was halted in 2010 as it became apparent that federal funding would not be available for the right-of-way and construction phases for many years due to limited federal resources and a backlog of projects. In 2017, preliminary engineering was restarted, and additional funding was secured to complete the preliminary engineering. In 2019 & 2021, right-of-way funding was secured. Right-of-way acquisition was completed and certified in June 2025. This construction agreement outlines the next phase of the project and authorizes the city to access federal funds for the construction phase.

Rochester Road will be widened and reconstructed to a six-lane concrete boulevard between Barclay and Trinway. The work will also include water main, sanitary sewer, traffic signals, street lighting, sidewalks, and associated utilities. All sidewalk crossings will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. Bids for the project will be received and opened by MDOT on October 3, 2025. Work is anticipated to begin in early November 2025 and is expected to be open to traffic by November 30, 2026. Restoration and final project completion are scheduled for mid-June 2027.

Financial

The format and content of the MDOT contract for construction work are consistent with past construction contracts approved by the Troy City Council. The MDOT contract formalizes the agreement between the City and MDOT, providing the conduit for federal funds. The MDOT contract is based on estimated costs, which is standard for all MDOT construction contracts, as these contracts are prepared before the projects have been bid.



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CITY COUNCIL AGENDA ITEM

The engineer's estimate of construction is \$23,462,439.25; the estimated cost of construction engineering, testing, and inspection is \$2,664,869.36. The total estimated project cost is \$26,127,308.61. There are Federal Transportation Economic Development (TED) Category C funds of up to \$8,492,000.00 and State TED funds for Category C of up to \$10,360,058.00 (non-city funds), which are obligated to pay for participating items of work.

The city's share is estimated at \$7,275,250.61. Funds are budgeted for the construction phase in the 2026 Capital Budget #2026C0036/590.527.535.973.094025, #2026C0044/591.537.555.972.022065, and 2022CG0002/401.449.202.989.022065.

Recommendation

Staff recommends that City Council approve the attached MDOT Contract No. 25-5440 with the Michigan Department of Transportation (MDOT) for the purpose of fixing the rights and obligations of each agency for the reconstruction and widening of Rochester Road, from Barclay to Trinway. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreements.

Legal Review

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

(ADVANCE CONSTRUCTION CONTRACT)
STP, TED (C)

CAB
Control Section EDC 63000
Job Number 132535CON
Project 25A0894
CFDA No. 20.205 (Highway
Research Planning &
Construction)
Contract No. 25-5440

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Troy, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 26, 2025, attached hereto and made a part hereof:

PART A – FEDERAL AND STATE PARTICIPATION

Concrete reconstruction and widening to a 6 lane boulevard along Rochester Road from Barclay Drive to approximately 200 feet north of Sylvanwood Drive, including earthwork, aggregate base, concrete pavement, storm sewer, concrete curb and gutter, curb ramps, sidewalk, hot mix asphalt paving and shared use path, lighting, steel strain poles, mast arms, traffic signals, countdown pedestrian signals, pedestrian pushbuttons, backplates, controllers and cabinets, traffic monitoring system, priority control system, ride incentive, water main, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL OR STATE PARTICIPATION

Sanitary sewer, irrigation, and partial decorative concrete pavement along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(c); Public Act of 1987 and categorized as:

C FUNDED PROJECT

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the PROJECT will be performed as an advance construction project; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

The PROJECT work shall be performed as an advance construction PROJECT and shall meet applicable Federal requirements set forth on 23 CFR Subpart G; 23 U.S.C. 115.

It is understood that authorization to undertake the performance of the work under this contract as an advance construction PROJECT does not constitute any commitment of DEPARTMENT or Federal Funds for this PROJECT.

Expenditures incurred on this PROJECT as advance construction will not be subject to reimbursement with Federal Funds until the PROJECT is converted to a regular Federal-aid project as provided under 23 CFR 630.705(2); CFR 630.709.

Request for PROJECT conversion to a regular Federal-Aid project shall be submitted to the DEPARTMENT by the REQUESTING PARTY as early as possible in the fiscal year that the advance construction PROJECT is anticipated to be reimbursed.

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated August 26, 2025, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) \$2,664,869.36.

The costs incurred by the REQUESTING PARTY for preliminary engineering and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at PROJECT COST, shall:

- A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- B. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government and/or TED FUNDS.

Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to the PART A portion of the PROJECT COST incurred as advance construction up to the lesser of: (1) \$8,492,000.00 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract with State TED FUNDS Category C applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 20 percent. The current available Federal Surface Transportation Funds for the PROJECT are established to be \$4,195,000.00. State TED FUNDS Category C shall then be applied to the balance of the PART A portion of the PROJECT COST up to the lesser of: (1) \$10,360,058.00 or (2) an amount such that 80 percent, the participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds and/or TED FUNDS, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal Funds or TED FUNDS and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds and/or TED FUNDS will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will be required for this PROJECT and is estimated to be:

\$1,074,250.00

The total deposit will be billed to the REQUESTING PARTY by the DEPARTMENT and shall be paid by the REQUESTING PARTY within thirty (30) days after receipt of bill.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

Failure to make such payments within 30 days of receipt of billings from the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold without further notice an equal amount from the REQUESTING PARTY'S share of any future Act 51 monthly allocations.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 *et seq.* and MCL 324.21323a *et seq.* The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. Both the REQUESTING PARTY and the DEPARTMENT certify that the DEPARTMENT is not a person liable under Parts 201 and 213 of the NREPA; that the DEPARTMENT is not an owner or operator of any property within the PROJECT limits; that the DEPARTMENT has not arranged for the disposal of hazardous substances within the PROJECT limits, nor has the DEPARTMENT transported any hazardous substances to the PROJECT limits; that the DEPARTMENT has not conducted any activities which have resulted in a release or threat of release of hazardous substances at the facility or within the PROJECT limits and that the DEPARTMENT is otherwise not liable for any response activities or response activity costs at the facility.

11. If subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require the incurrence of response costs for response activity pursuant to state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall notify the DEPARTMENT, both orally and in writing within 24 hours of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine whether the area within the PROJECT limits constitutes a facility and whether the REQUESTING PARTY is required to incur response costs to address the contamination under state or federal law. If the REQUESTING PARTY is liable for response activities or response costs under state or federal laws, the DEPARTMENT will consult with the FHWA to determine the eligibility of such response costs for reimbursement. In the event that the response costs and other incidental costs including, but not limited to delay costs, are deemed not to be eligible for reimbursement by the FHWA, the REQUESTING PARTY shall be charged for and shall pay to the DEPARTMENT all response costs and delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in such costs, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

12. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

13. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT and its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds.

Such approvals, reviews, inspections and recommendations by the DEPARTMENT and its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT and its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities 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.

14. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

15. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

16. Each party to this contract will remain responsible 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.

17. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

18. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

19. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

20. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



August 26, 2025

EXHIBIT I

CONTROL SECTION EDC 63000
 JOB NUMBER 132535CON
 PROJECT 25A0894

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$22,158,239.25	\$1,304,200.00	\$23,462,439.25
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION	\$ 2,664,869.36	\$ 0.00	\$ 2,664,869.36
GRAND TOTAL	\$24,823,108.61	\$1,304,200.00	\$26,127,308.61

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$24,823,108.61	\$1,304,200.00	\$26,127,308.61
Less Federal Funds (Current Fiscal Year)*	\$ 4,195,000.00	\$ 0.00	\$ 4,195,000.00
Less State TED FUNDS*	\$10,360,058.00	\$ 0.00	\$10,360,058.00
Balance	\$10,268,050.61	\$1,304,200.00	\$11,572,250.61
Less Federal Funds (Advance Construction) Future Fiscal Year*	\$ 4,297,000.00	\$ 0.00	\$ 4,297,000.00
REQUESTING PARTY'S SHARE (Future Fiscal Year)	\$ 5,971,050.61	\$1,304,200.00	\$ 7,275,250.61

*Federal and State TED Funds are limited to an amount and contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, for future fiscal years, may be applied to that portion of the PART A cost incurred as advance construction as described in Section 5.

DEPOSIT (25% of Advance Construction Portion PART A - \$4,297,000.00)	\$ 1,074,250.00
(NONE REQUIRED - PART B)	\$ 0.00
	\$ 1,074,250.00

06/19/96 ADVCONST.FOR 8/27/25

EXHIBIT II
Notification of Required Federal Program Information to Subrecipients for
Federal Funding

Does this project receive Federal funds? Yes No

Subrecipient's Name: City of Troy

Subrecipient's Unique
Entity Identifier Number
(UEI): QYPCKM4J5K81

Federal Grant/Project
Number(s): 25A0894

MDOT Project Number: 132535CON

Project Description: Concrete reconstruction and widening to a 6 lane boulevard along Rochester Road from Barclay Drive to approximately 200 feet north of Sylvanwood Drive, including earthwork, aggregate base, concrete pavement, storm sewer, concrete curb and gutter, curb ramps, sidewalk, hot mix asphalt paving and shared use path, lighting, steel strain poles, mast arms, traffic signals, countdown pedestrian signals, pedestrian pushbuttons, backplates, controllers and cabinets, traffic monitoring system, priority control system, ride incentive, water main, sanitary sewer, irrigation, decorative concrete pavement permanent signing and pavement markings.

CFDA Number, Federal Agency, Program Title: CFDA 20.205
Highway Research Planning &
Construction

Federal Award Identification Number(s) (FAIN): 693JJ22530000Y240MI25A0894

Federal Award Date: August 12th, 2025

Period of Performance Start Date: August 12th, 2025

Period of Performance End Date: June 1st, 2028

Amount of Federal Funds obligated by this action: \$4,195,000.00

Total amount of Federal Funds obligated: \$4,195,000.00

Total amount of the Federal award: \$26,127,308.61

Budget Approved Cost sharing or matching, where applicable:
Federal Participation: \$4,195,000.00; State Participation: \$10,360,058.00;
Local Participation: \$11,572,250.61

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wiefelich, P.E.
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909

Is this a Research and Development award: Yes No

Indirect cost rate for the Federal award (if applicable): Not Applicable

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-06

CITY COUNCIL AGENDA ITEM

Date: September 17, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Robert C. Maleszyk, Chief Financial Officer
Kyle A. Vieth, Controller
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Approval of Contract No. 25-5429 with MDOT for Transportation Alternative Program (TAP) for Troy's Non-Motorized Pathway Network- Sidewalk Gaps and Pedestrian Crossing

History

The Transportation Alternatives Program (TAP) is a grant program that funnels federal transportation funds to states and regional organizations. The City of Troy was awarded \$1,685,670 to construct pedestrian mobility improvements along Square Lake, between Rochester Road and John R. Road, on the east side of Livernois Road north of Big Beaver, and to install a pedestrian crossing at Long Lake near Jaycee Park.

This construction agreement outlines the next phase of the project and authorizes the city to access federal funds for the construction phase. Bids for the project will be received and opened by MDOT on October 3, 2025. Work is anticipated to begin in early Spring 2026 and is expected to be completed by November 30, 2026.

Financial

The format and content of the MDOT contract for construction work are consistent with past construction contracts approved by the Troy City Council. The MDOT contract formalizes the agreement between the City and MDOT, providing the conduit for federal funds. The MDOT contract is based on estimated costs, which is standard for all MDOT construction contracts, as these contracts are prepared before the projects have been bid. The city's share is based on the actual cost incurred by the work within the parameters of the agreement. The federal share is estimated at \$1,685,670.00, and the City's share is estimated at \$868,380.00. Funds are budgeted for the construction phase in the 2026 Capital Budget #2025C0106/401.444.989.246015, #2025C0107/401.444.989.246025, and 2025C0108/401.444.989.246035.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

Staff recommends that the City Council approve Contract No. 25-5429 with MDOT for the construction of TAP projects, pedestrian mobility improvements along Square Lake, between Rochester Road and John R. Road, on the east side of Livernois Road north of Big Beaver, and to install a pedestrian crossing at Long Lake near Jaycee Park, work at a total estimated cost of \$2,534,050.00 with the City share estimated at \$868,380.00. Furthermore, the staff recommends that the Mayor and City Clerk be authorized to execute the contract.

Legal Review

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

TAP

DA

Control Section	TAU 63000
Job Number	221329CON
Project	25A0871
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5429

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF TROY, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Troy, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated August 18, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATON

Concrete sidewalk along Square Lake Road from Rochester Road to between John R Road, hot mix asphalt shared use path along Livernois Road from Big Beaver Road to Town Center Drive, and pedestrian hybrid beacon (HAWK) and pedestrian refuge island along Long Lake Road just west of Calvert Drive, including clearing and tree removal, earthwork, aggregate base, drainage, boardwalk, steel helical piling, concrete curb and gutter, curb ramps, guardrail, lighting, fence, riprap, controller and cabinet, mast arms, backplates, pedestrian countdown signals and pushbuttons, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Audio visual route survey, permit fees and irrigation along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.
2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

- A. At no cost to the PROJECT
 - (1) Design or cause to be designed the plans for the PROJECT.
 - (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
- C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$1,685,670 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work

by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities 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.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible 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.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF TROY

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



August 18, 2025

EXHIBIT I

CONTROL SECTION TAU 63000
JOB NUMBER 221329CON
PROJECT 25A0871

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$2,532,550	\$ 21,500	\$2,554,050

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,532,550	\$ 21,500	\$2,534,050
Less Federal Funds*	<u>\$1,685,670</u>	<u>\$ 0</u>	<u>\$1,685,670</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 846,880	\$ 21,500	\$ 868,380

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-07

CITY COUNCIL AGENDA ITEM

Date: September 17, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiepe, Public Works Director
G. Scott Finlay, City Engineer

Subject: Clinton River Watershed Council Membership and Services 2025-26

History

In 2001, the City of Troy resolved to become a member of the Clinton River Watershed Council (CRWC) as a local government to help meet the goal of protecting stormwater quality in the Clinton River Watershed (Resolution #2001-05-265). Our current contract expires on September 30, 2025; the new 6-month extension agreement will run through March 31, 2026, to better align with MS4 permit reporting requirements. A five-year renewal will be in early March 2026.

The City of Troy receives many benefits as a member of the CRWC, including advocacy, stormwater permit compliance assistance, annual reporting to the State of Michigan, stormwater education presentations and workshops, stream leaders K-12 education program, Adopt-A-Stream citizen science and stewardship, RiverSafe/LakeSafe homeowner education, fact sheets, articles, brochures, tip cards, dog waste, watershed friendly fertilizer sticker program and assistance with meeting the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater regulations.

Financial

The City of Troy budgets the annual membership dues for stormwater permit compliance in Drains and Administration account 101.445.516.958

Recommendation

City Staff recommends approval of the 6-month extension agreement for services, valued at \$6,150.00, and the payment of the CRWC annual membership dues of \$5,000.00.

Legal Review

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



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is effective as of October 1, 2025 (the “Effective Date”), and is entered into by and between, THE CLINTON RIVER WATERSHED COUNCIL, a Michigan nonprofit corporation, whose address is 1115 W. Avon Road, Rochester Hills, MI 48309 (“Contractor”), **and** City of Troy, a City, whose address is 500 W. Big Beaver Rd Troy, MI 48084 (“Client”). Contractor and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS Contractor is in the business of providing certain educational services regarding the Clinton River Watershed and stormwater management;

WHEREAS Client desires to engage Contractor to provide certain public education services relevant to the Clinton River Watershed and stormwater management for the purpose of fulfilling Client’s National Pollution Discharge Elimination System (“NPDES”) Stormwater Permit requirements for its Public Education Plan (“PEP”); and

WHEREAS the Parties mutually desire to set forth their understandings with respect to Contractor’s Services (as defined below) and have agreed to provide and receive such Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in order to accomplish the foregoing purposes, **THE PARTIES AGREE AS FOLLOWS:**

- 1. Services.** Contractor shall provide Client with the relevant Stormwater Public Education Services as set forth in **Exhibit A** attached hereto (collectively, the “Services”) The Services are designed for the purpose of fulfilling Client’s public education requirements for a Municipal Stormwater Program (MS4) Permit from the State of Michigan and its relevant departments and agencies (collectively, the “State”). By providing the Services, Contractor does not guarantee Client’s approval of the public education requirements for an MS4 Permit, or any other approval sought by Client. Contractor is not obligated to provide any services that are not expressly listed on **Exhibit A** hereto. Notwithstanding the foregoing, the Parties understand and acknowledge that: (a) Contractor is providing the Services subject to the approval and direction of the State; and (b) the State may amend, modify, or update the Services, or the scope thereof, from time to time. As such, Contractor reserves the right to amend, modify, or update the Services accordingly, and any such amendment, modification or update to the Services by Contractor will not be considered a breach of this Agreement. Contractor, in its sole discretion, may perform the Services



through: (a) Contractor's staff; (b) Contractor's volunteers; and/or (c) third-party contractors and/or volunteers. The Parties agree to cooperate in good faith in the preparation, performance, and carrying out of the Services.

2. Consideration.

a. Lump Sum Payments. Client shall pay Contractor for the Services as follows:

i. Initial Payment. By the Effective Date, Client shall pay to Contractor a lump sum payment amount of six thousand one hundred and fifty dollars and zero cents; \$6,150.00, payable via immediately available U.S. Dollars (the "Initial Payment"). The Initial Payment is for the Services provided by Contractor for the Term of this Agreement.

b. Local Government Membership. In addition to the Initial Payment and the Annual Payments above, Client shall commence, or, if already commenced continue, a Local Government Membership with Contractor, pursuant to the terms thereof. Client shall maintain its Local Government Membership with Contractor for at least the duration of the Term of this Agreement, including timely payment of annual membership dues owed to Contractor thereunder. Contractor may bill Client separately for any Local Government Membership dues owing. During the Term, Client's Local Government Membership obligation will not exceed an annual amount of (\$5,000).

3. Term. The term of this Agreement shall commence on the Effective Date (as defined above), and shall expire at 11:59 p.m. on March 31, 2026, unless otherwise earlier terminated in writing pursuant to the terms herein (the "Term").

4. Materials; Ownership; Amended and Updated Materials. Any and all items, models, documents, pamphlets, brochures, tip cards, handouts, notes, data, plans, reports, diagrams, letters, emails, correspondence, newsletters, articles, PowerPoints, flash drives, and any other written or electronic instruments, items, or correspondence provided by Contractor to Client in connection with the Services (collectively, the "Materials"), shall be used by the Client solely for the purpose of providing public education services to the public pursuant to this Agreement. Such Materials may be reasonably reproduced and distributed by Client in furtherance of this Agreement and the Services described herein, except that Client must not materially alter the content or substance thereof. For purposes of this Agreement "materially alter" will not include adding Client's name and/or logo to the Materials prior to distributing or publishing same pursuant to this Agreement. Notwithstanding the foregoing, Client must not, at any time, remove Contractor's logo from any Materials. Contractor shall retain ownership of the original Materials, and reserves the right to revise, amend, update, reproduce, and/or distribute the Materials for



any purpose, in Contractor's sole and absolute discretion. In the event Contractor provides amended or updated Material(s) to Client, Client agrees to obey Contractor's reasonable instructions in the removal, return and/or destruction of the prior Material(s).

5. **Publicity.** Client agrees that Contractor may, in its sole discretion, identify Client as Contractor's client in internal and external communications, including on Contractor's website, outreach materials, social media, and correspondence.
6. **Independent Contractor Status.** The relationship between the Parties is that of independent contracting parties. Nothing contained in this Agreement or the course of conduct between the Parties will be considered to form a partnership, employment relationship, or any other relationship, except that of an independent contractor. In the performance of the Services under this Agreement, Contractor is an independent contractor with the exclusive authority to control and direct the performance of the Services. Neither Party has the right to bind nor obligate the other to any third party or commitment in any manner.
7. **Termination.**
 - a. Termination by Contractor. Contractor may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Client. In such event, Contractor will reimburse to Client the prorated amount of the Annual Payment apportioned from the date that the termination is effective through the remainder of the then current Annual Payment year, unless Client is in default of this Agreement.
 - b. Termination by Client. Client may terminate this Agreement at any time, for any reason or no reason, by providing sixty (60) days prior written notice of such termination to Contractor, subject to the provisions of this Paragraph 7. Contractor may, in its sole discretion, waive all or part of the foregoing notice period in writing. Client understands and agrees that Contractor will invest substantial time, funds and materials to provide the specialized Services to Client for the benefit of Client and Client's sought approvals from the State of Michigan.
 - c. Effect of Termination. Upon either Party's termination pursuant to this Paragraph 7, all rights, duties, and obligations under this Agreement shall cease, and this Agreement shall be deemed of no further effect, except as otherwise expressly stated to survive termination herein. Notwithstanding anything to the contrary herein, the expiration or termination of this Agreement, for any reason or no reason, will not release either Party from any obligation or liability to the other Party,



including any payment obligation(s), that have accrued prior to the expiration or termination date hereof.

8. **Default.** In the event of any breach or default by Client under this Agreement, which is not cured by Client within thirty (30) days after receipt of written notice from Contractor of such breach or default, Contractor may immediately terminate this Agreement, in which case this Agreement shall be terminated, and the Parties shall have no further rights and obligations under this Agreement, except as expressly provided herein. Notwithstanding the foregoing, the termination of this Agreement under this paragraph will not release either Party from any obligation or liability to the other Party, including any payment obligation(s), that have accrued prior to the termination date hereof. Contractor's right to terminate this Agreement pursuant to this Paragraph 8 shall be cumulative and in addition to any and all other rights and remedies available to Contractor, whether in this Agreement, at law, and/or in equity.

9. **Waiver and Release.** Client acknowledges that participation in the Services and any events related thereto is voluntary and may subject Client and Client's agents and representatives to the possibility of physical injury (which could be minimal, serious, and/or result in death), and/or mental/emotional injury (collectively, the "Risks"). Accordingly, Client assumes the Risks and agrees, for itself and for its agents, representatives, officers, employees, volunteers, officials, members, insurers, and legal representatives (collectively, the "Releasing Parties") to voluntarily release and hold harmless Contractor, and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, the "Released Parties") from any and all losses, claims, causes of action, demands, liability, damages, and attorneys' fees and costs whatsoever, whether direct or indirect, whether foreseeable or unforeseeable, whether presently or which may later accrue, arising from, related to, or resulting in any way from Client's or Client's agent(s)' participation and/or involvement in the Services and/or the Risks, including, without limitation, those caused by the negligent acts or omissions of any or all of the Released Parties.

The terms of this Paragraph shall survive the termination and expiration of this Agreement.

10. **Indemnification.** To the maximum extent permitted by law, Client shall indemnify, defend, and hold harmless Contractor and its past, future, and present board members, managers, members, officers, directors, partners, agents, employees, contractors, volunteers, successors, assigns, and any such affiliates (collectively, "Indemnified Parties") against any and all losses, claims, causes of action, demands, judgments, orders, damages, expenses, fees (including reasonable attorney fees), penalties, fines, and/or liabilities, whether at law or in equity, in any way arising from, related to, or in connection with, any matter referred



to in this Agreement, including without limitation, the performance of the Services that are the subject of this Agreement, and the accuracy, completeness, and/or currentness of any Materials.

The terms of this Paragraph shall survive the termination and expiration of this Agreement.

11. Notices. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one Party to the other, shall be effective only if in writing and either: (a) personally delivered to such party at its address set forth below (or to such other place as the Party to receive such notice shall have specified by notice in advance thereof); (b) by Federal Express or other similar next business day air courier; or (c) sent by electronic mail (i.e. email), with confirmation of transmission, at the email addresses below. Notice shall be deemed given upon personal delivery or sending of an email (with confirmation of transmission), or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

a. If to Contractor:

CLINTON RIVER WATERSHED COUNCIL
Attn: Executive Director
1115 W. Avon Road,
Rochester Hills, MI 48309
Email: jennifer@crwc.org

WITH A REQUIRED COPY TO (which shall not constitute notice):

KIRK, HUTH, LANGE & BADALAMENTI, PLC
Attn: Robert S. Huth, Jr., Esq. & Mitchell W. Paquette, Esq.
19500 Hall Road, Suite 100
Clinton Township, MI 48038
Email: rhuth@kirkhuthlaw.com
mpaquette@kirkhuthlaw.com

b. If to Client:

CITY OF TROY

Attn: City Engineer

500 W. Big Beaver

Troy, MI 48084

CityEngineer@troymi.gov

WITH A REQUIRED COPY TO (which shall not constitute notice):



- 12. Representations and Warranties.** Client hereby represents and warrants to Contractor that: (a) Client has the requisite power and authority to enter into this Agreement and this Agreement is a valid, binding obligation on Client, enforceable according to its terms; and (b) the person(s) signing this Agreement on behalf of Client have the requisite power and authority to sign on behalf of Client, including the power to bind Client to this Agreement.
- 13. Waiver.** A Party's failure to exercise a right or remedy, or its acceptance of a partial or delinquent payment under this Agreement will not operate as a waiver of any of that Party's rights or remedies under this Agreement, at law, or in equity, and will not operate as a waiver of any Party's right to declare an immediate default under this Agreement. Client understands and agrees that delays in Client's performance of its obligations herein may delay the Services provided by Contractor, and that such delay by Contractor will not constitute a breach of this Agreement by Contractor.
- 14. Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, terrorist threats, acts, riots, epidemics, pandemics, or other serious public health issues or other civil unrest; (4) government order or law; and/or (5) action by any governmental authority. The Party suffering a Force Majeure event shall give prompt notice to the other Party upon the discovery thereof, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to mitigate the effects of the Force Majeure relevant to this Agreement and/or the Services. The Party suffering a Force Majeure event shall resume the performance of its obligations as soon as reasonably practicable, but if the Force Majeure event remains uncured for a period of thirty (30) days following written notice given by the Party suffering a Force Majeure event under this Paragraph 14, the other party may terminate this Agreement on written notice to the Party suffering a Force Majeure event.
- 15. Incorporation of Recitals and Exhibits.** The Recitals to this Agreement and all Exhibits referred to in this Agreement are hereby expressly incorporated by this reference and made a part of this Agreement as though more fully stated herein.



- 16. Entire Agreement; Modification.** This Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements and understandings, whether express or implied, and whether oral or written. This Agreement may only be modified by written instrument signed by all Parties.
- 17. Governing Law; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Michigan. Any actions arising under or concerning this Agreement must be brought in Macomb County, Michigan.
- 18. Assignment and Delegation; Successors and Assigns.** Neither Party shall assign nor delegate this Agreement without prior written notice to the other Party. Any purported assignment or delegation under this Agreement in violation of this Paragraph 18 shall be deemed null, void, and of no effect. This Agreement shall be binding on and shall inure to the benefit of the Parties to this Agreement and their permitted successors and assigns.
- 19. Performance.** If the time for the performance of any obligation under this Agreement expires or is due on a Saturday, Sunday or bank holiday in the State of Michigan, the time for such performance shall be extended to the next succeeding day which is not a Saturday, Sunday or bank holiday in the State of Michigan.
- 20. Severability.** If any one or more of the provisions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect under applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.
- 21. Survival.** All provisions which by their terms or by reasonable implication may be performed after termination of this Agreement shall survive termination of this Agreement.
- 22. Counterparts and Signatures.** This Agreement may be executed in identical counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, shall be deemed an original signature having the same legal effect as its manual signature, and shall legally bind the Parties.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates listed below the respective signature lines.

CONTRACTOR:

CLIENT:

Clinton River Watershed Council

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

As approved at the _____
meeting on _____ (Date)



Appendix A

BMP IDENTIFIER	BMP DESCRIPTOR	PARTNER COLLABORATION	TARGET AUDIENCE	FREQUENCY	RESPONSIBLE PARTY	MEASURABLE GOAL
Watershed Wide Activities						
River Day	River Day is designed to encourage appreciation and recreational use of the waterways of the Clinton River and Lake St. Clair and to celebrate the leadership of local citizens, organizations, and communities whose efforts are critical to protecting and enhancing the overall quality of the Clinton River watershed. CRWC will recruit, host and promote events. MS4 permit communities will promote River Day events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will promote and publicize a minimum of 15 events annually.
Clinton Cleanup	Clinton Cleanup is an annual effort to coordinate multiple clean-ups of local water resources and green spaces. CRWC will recruit, host and promote events. MS4 permit communities will promote Clinton Clean Up events. Recruitment of volunteers is targeted to the general public, as well as commercial, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	Annually In April	CRWC	CRWC will host and recruit hosts to facilitate a minimum of 12 events annually 150 volunteers resulting in at least 1,000 pounds of trash removed.
Weekly Clean	CRWC will recruit, host and promote weekly clean up in the watershed. Recruitment of volunteers is targeted to general public as well as commercial, industrial and corporate partners.	YES	Citizens including the general public and corporate employees/volunteers	30-31 weeks a year	CRWC	CRWC will host weekly events beginning in April through the end of October, with a total volunteer count of 375 and approximately 3,000 lbs of trash removed annually.
		YES				



CLINTON RIVER WATERSHED COUNCIL

School Program - Clinton River Water Festival at Oakland University	Participate in the Clinton River Water Festival at Oakland University, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Oakland County representatives serve on the planning committee that meets a minimum of 5 times annually. This water festival educates students in the Oakland County portion of the Clinton River watershed.		4th-5th grade students, teachers; corporate volunteers	Annually in May	Oakland CRWC	Maintain a level of 750 students per year plus 150 adults chaperones and teachers and 100 volunteers.
School Program - Lake St. Clair Water Festival at Macomb Community College	Participate in the Lake St. Clair Water Festival, providing staff for event planning, registration, volunteer guiding, and presentations at the festival. CRWC and Macomb County Public Works representatives serve on the planning committee that meets a minimum of 10 times annually. This water festival educates students in the the the Clinton River, Lake. St. Clair, and Anchor Bay (sub)watersheds.	YES	4th-5th grade students, teachers; corporate volunteers	Annually in May	Macomb CRWC	Maintain a level of 1300 participants.
Stormwater Management Forum	CRWC will plan, promote, and host quarterly stormwater management forums. These forums bring decision makers and stakeholders within our watershed together to share information and discuss relevant topics in stormwater management.	YES	County and Municipal Employees, NGO/NPO employees, MS4 permittees, City Councils, engineers, city planners, public works operators, industrial and commercial facilities management and employees.	Quarterly	CRWC	CRWC will host quarterly forums, at least 1 presenter at each forum with a minimum of 15 attendees.
Stormwater Education: Community Presentations and Workshops	Presentation on watersheds, stormwater pollution, green infrastructure, and lifestyle practices that preserve and protect water resources. (CRWC will host a minimum of 2 in each subwatershed.) Topics will vary and will be based on host subwatershed requests. CRWC will communicate with webmasters and communication staff of the MS4 permittees community to ensure promotion of events.	YES	Citizens including the general public and county and municipal employees	Annually	CRWC	CRWC will provide minimum 14 per year (2 per subwatershed). Attendance is tracked via sign-in sheets and submitted in the biennial report.



CRWC

CLINTON RIVER WATERSHED COUNCIL

<p>Adopt-A-Stream Training Workshops</p>	<p>Adopt A Stream training includes one 1.5-hour workshop on watersheds, stormwater pollution, watershed friendly practices, and training in volunteer monitoring procedures including macroinvertebrate collection and physical assessment. (Minimum of one 3 hr workshop per subwatershed) Bug Identification Workshops are also held to ensure that each team has at least one bug certified member.</p>	<p>YES</p>	<p>Citizens including the general public and county and municipal employees</p>	<p>Continuous</p>	<p>CRWC</p>	<p>CRWC will provide minimum 7 AAS trainings annually (1 per subwatershed). Minimum 2 Bug ID trainings annually.</p>
<p>Adopt-A-Stream Volunteer Water Quality Monitoring Program</p>	<p>Adopt-A-Stream is a volunteer-based initiative that empowers community members to protect local streams and rivers by monitoring water quality. Volunteers are trained, teamed-up, assigned sites, given equipment and data sheets then sent out into the field to gather data. Coordination of volunteer monitoring teams at pre-selected sites.</p>	<p>YES</p>	<p>Citizens including the general public and county and municipal employees</p>	<p>Biannually</p>	<p>CRWC</p>	<p>CRWC staff and volunteers will monitor a minimum of 35 locations, with a minimum of 250 volunteers on the first Saturday in May and the first Saturday in October.</p>
<p>Subwatershed Website</p>	<p>Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources.</p>	<p>YES</p>	<p>Citizens including the general public and county and municipal employees</p>	<p>Continuous</p>	<p>CRWC</p>	<p>CRWC will continue to maintain page and update information and verify participating communities links to this website. Website admin (CRWC) can view number of website hits and will submit in biennial report.</p>
<p>Stream Leaders Student River Monitoring Program</p>	<p>The mission of the Stream Leaders program is to raise young people's awareness of the importance of water quality; and to help cultivate a connection to a Great Lakes stewardship identity. This is accomplished through a multidisciplinary, place-based initiative that provides students with an educational experience in water quality monitoring, data interpretation, and citizen action. Students and teachers perform biological, physical, and chemical stream monitoring assessments. They then interpret and analyze stream data and submit it to CRWC to corroborate.</p>	<p>YES</p>	<p>K-12th grade students, teachers and chaperones</p>	<p>Program is continuous; Actual monitoring events in April/May and October.</p>	<p>CRWC</p>	<p>CRWC will retain participation of a minimum of 15 schools per year, weather permitting. CRWC will work towards recruiting an additional 10 schools during the 5-year permit cycle.</p>



CLINTON RIVER WATERSHED COUNCIL

RiverSafe LakeSafe	Educational outreach survey tool offering homeowners the opportunity to become certified "RiverSafe LakeSafe" by CRWC if they commit to the series of household water quality BMPs at home that reduce stormwater pollution and protect local fresh surface waters. Encourage MS4 permit communities to become certified and promote through City Council, beautification boards, planning committees, or other local committees.	YES	Home/Property owners	Continuous	CRWC	CRWC will add a minimum of 15 new certifications a year
WaterTowns	CRWC's place making initiative focused on connecting communities to their waterways through education, green infrastructure, history, art and ecology. Municipalities are equipped with complete shovel ready green infrastructure project designs custom for their community and are given the opportunity to implement a GI project, providing an educational opportunity for the public to get involved through native plantings, educational signage, etc.	YES	Municipal Employees, property developers, general public	Continuous	CRWC	CRWC will work with communities to add: 1 new community, and/or 2 projects implemented, and/or 2 projects in design/planning phase annually.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility, with the assistance of MS4 permittees as practicable. Track distribution via list of businesses and emails sent.
Stormwater Education: Industrial and Commercial Facilities	Attend Regional Chamber of Commerce Networking events to build relationships with business owners and share information related to stormwater pollution prevention for business/industry.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	CRWC	CRWC will attend a minimum of 2 events annually.
Social Media Outreach	Use social media platforms (Facebook, Twitter, Instagram) to collaborate among partners for cross	YES	Citizens including the general public and	Continuous	CRWC; MS4 Permittees	CRWC will provide social media templates or content to share



CLINTON RIVER WATERSHED COUNCIL

	promotion of events, fundraisers, news, education, and community announcements.		county and municipal employees			<p>educational topics surrounding stormwater, at least 6 per year. Examples may include a social media friendly version of a BMP flyer, tips for yard maintenance, infographics on stormwater impacts, etc. These templates are to be distributed by MS4 permittees, Oakland County, and Macomb County as practicable throughout the year.</p> <p>Track total monthly response and interactions such as likes, comments, and shares on Facebook, likes, responses, and retweets on Twitter, and likes on Instagram.</p>
Residential GSI Education	CRWC will provide specific education on practices such as rain gardens, rain barrels, trees, native plants, and other residential nature-based stormwater management tools. Workshops, presentations, and materials will include information on reducing stormwater runoff and how GSI practices improve water quality and support native wildlife.	YES	Citizens including the general public, landowners, and waterfront residents	Continuous	CRWC; Macomb; Oakland; MS4 Permittees	CRWC will host at least 1 native plant sale and rain barrel sale each year. CRWC, Oakland County, and others will participate as an instructor for the annual virtual Master Rain Gardener program. Other partners' participation is encouraged, but may vary year to year. Number of participants taught by CRWC directly will be tracked and reported. CRWC will maintain working links to resources on its website about native plants, rain barrels, and rain gardens and track hits.
Storm Drain Awareness Program	Through storm drain stenciling and murals, Adopt-A-Drain program, and mapping campaigns, draw awareness to storm drain connections to local water bodies.	YES	Citizens including the general public and county and municipal employees	Continuous	CRWC	CRWC will begin development of program in FY2025, pilot in FY2026, and fully implement in FY2027.
PEP Partner Meetings	CRWC will host quarterly meetings as an opportunity for the parties committed to PEP activities to share upcoming events, challenges, and to share program feedback.	YES	Program managers for PEP activities, including CRWC, Macomb, Oakland, and MSU-E	Quarterly	CRWC; Macomb; Oakland; MSU Extension	At least 4 meetings will be held each year, with the goal of each program manager other than CRWC attending at least 3 of the 4.



CRWC

CLINTON RIVER WATERSHED COUNCIL

Community Specific Activities	These items are to be reported by the communities in the SWMP. ALL items will be implemented by each community.					
Presentations and Displays	Provide displays and presentations for water quality-related events upon request and availability of staff time display to public at least once in the next 5 years.	YES	Citizens including the general public and county and municipal employees	Minimum of once during 5-year permit cycle	MS4 Permittees; CRWC	Permittees will host display once during permit cycle
Regional Public Education Materials	Distribute resources available from SEMCOG including: Seven Simple Steps to Clean Water brochures, tip cards and kids activity sheets. Topics include: fertilizer, car care, pet care, household hazardous waste disposal, earth-friendly landscaping, water conservation and storm drain awareness. Materials are available on the Ours to Protect Website. at http://www.semcoq.org/ourstoprotect.aspx	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	CRWC will distribute educational materials (pamphlets, brochures, tip cards) on request from MS4 permit communities, on various topics at community facilities and events. MS4 communities have an excel spreadsheet to track distribution.
Subwatershed Website	Hosted by CRWC website; features subwatershed map, photos, description, events and links to education resources. MS4 permittees will provide links to the CRWC website of their own websites.	YES	Citizens including the general public and county and municipal employees	Continuous	MS4 Permittees; CRWC	Permittees will provide working links to Web sites. MS4 permit communities have an excel document to track link locations and website hits.
Community Information	Write or distribute articles about watersheds, green infrastructure, watershed friendly practices for homeowners, and other stormwater pollution related topics for publication into existing municipal newsletters, e-newsletters and websites; Four articles per year will be given to MS4 permittees from CRWC for publication in newsletters and other publications. MS4 permittees will distribute these article to the public each year via print or digital media.	YES	Citizens including the general public and county and municipal employees	Annually	MS4 Permittees; CRWC	Permittees will distribute via print or digital media 4 articles per year, with articles provided by CRWC. Social media templates created by CRWC should be used to meet this goal as practicable.



CRWC

CLINTON RIVER WATERSHED COUNCIL

Household Hazardous Waste Information	Permittees will provide working links to websites with information on household hazardous waste disposal, either through municipal programs or through county-wide programs. Examples include information on Macomb County Health Department waste drop off dates, Operation Medicine Cabinet information, NO HAZ website links, etc.	YES	Residents	Continuous	MS4 Permittees	Permittees will provide working links to websites. MS4 permit communities have an excel document to track link locations and website hits.
Recreational Vehicle Waste Dumpsites	Post links and/or locations to recreational vehicle (RV) waste dumpsites in the region on Southeast Michigan Council of Government's (SEMCOG) Ours to Protect Web site at: www.semcoq.org/OursToProtect_HouseholdWaste.aspx or provide a link to Michigan RV dump sites (https://www.rvdumps.com/category/dump-stations/?tag=michigan&orderby=title&order=asc) on Oakland County Waste Resource Management Division's Web site at: www.oakgov.com/waste/ . MS4 may add this to their SWMP	YES	Residents, visitors to the area	Continuous	MS4 Permittees	Provide working links to websites and track number of hits. MS4 permit communities have an excel document to track link locations and website hits.
Riparian Information Distribution	Distribute riparian landowner educational material (i.e. Waterfront Wisdom brochure) make available to their public via mailings or through their website. events, meetings, and through mailings. MS4 may add this to thier SWMP Maintain WRC's riparian education Web site (www.oakgov.com/riparian)	YES	General Public, Riparian Landowners	Continuous	MS4 Permittees	Provide working link to website and track number of hits. MS4 permit communities have an excel document to track link locations and website hits.
Stormwater Education: Industrial and Commercial Facilities	CRWC will provide educational materials and BMP fact sheets to industrial and commercial facilities. Target 2 industrial/commercial sectors per year.	YES	Employees and property owners at industrial and commercial facilities. Property developers, planners, engineers.	Continuous	Macomb; Oakland; CRWC; MS4 Permittees	CRWC will target 2 sectors per year and distribute BMP fact sheets through annual email blast to designated contact at each facility. MS4 permittees will assist with distribution to local businesses as practicable. Track distribution via list of businesses and emails sent.



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-08

CITY COUNCIL AGENDA ITEM

Date: September 22nd, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Emily Ause, Senior Civil Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Premier Academy Troy - Project No. 24.912.3

History

JS Capitol Group proposes to develop Premier Academy Troy located on the northwest corner of W. Wattles and Crooks Roads.

Troy Planning Commission granted preliminary site plan approval on February 13th, 2024.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by JS Capitol Group on behalf of the City of Troy including: Water Service, Sanitary Service, Storm Sewer, Underground Detention Storage, Asphalt/Concrete Pavement and Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash, that will assure completion of the municipal improvements, have been provided by JS Capitol Group (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **24.912.3**

Project Location: **SE 1/4 Section 17**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **29th** day of **September, 2025** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **JS Capitol Group** whose address is **155 Romeo Road, Suite 300, Rochester, MI 48307** and whose telephone number is **(810) 841-0587** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **Water Service, Sanitary Service, Storm Sewer, Underground Detention Storage, Asphalt/Concrete Pavement and Sidewalk** in accordance with plans prepared by **PEA Group** whose address is **7927 Nemco Way, Suite 115, Brighton, MI 48116** and whose telephone number is **(844) 813-2949** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **292,831.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	} 10% Cash	\$29,283.10
Certificate of Deposit & 10% Cash	<input type="checkbox"/>		
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>		
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>		

Refundable cash deposit in the amount of \$ **88,503.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ **1,082.87**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 17th day of September, 2025.

OWNERS

By:



*
Its: Mayor A. G. ...


Please Print or Type

*
Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 17th day of September, A.D. 2025, before me personally appeared Jeffery Schmitz known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



Kim Brinkman
NOTARY PUBLIC, Oakland County, Michigan

My commission expires: 7.10.2030
Acting in Oakland County, Michigan

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally appeared _____ known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
- 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
- 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
- 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
- 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.

SUPPLEMENTAL SPECIFICATIONS:

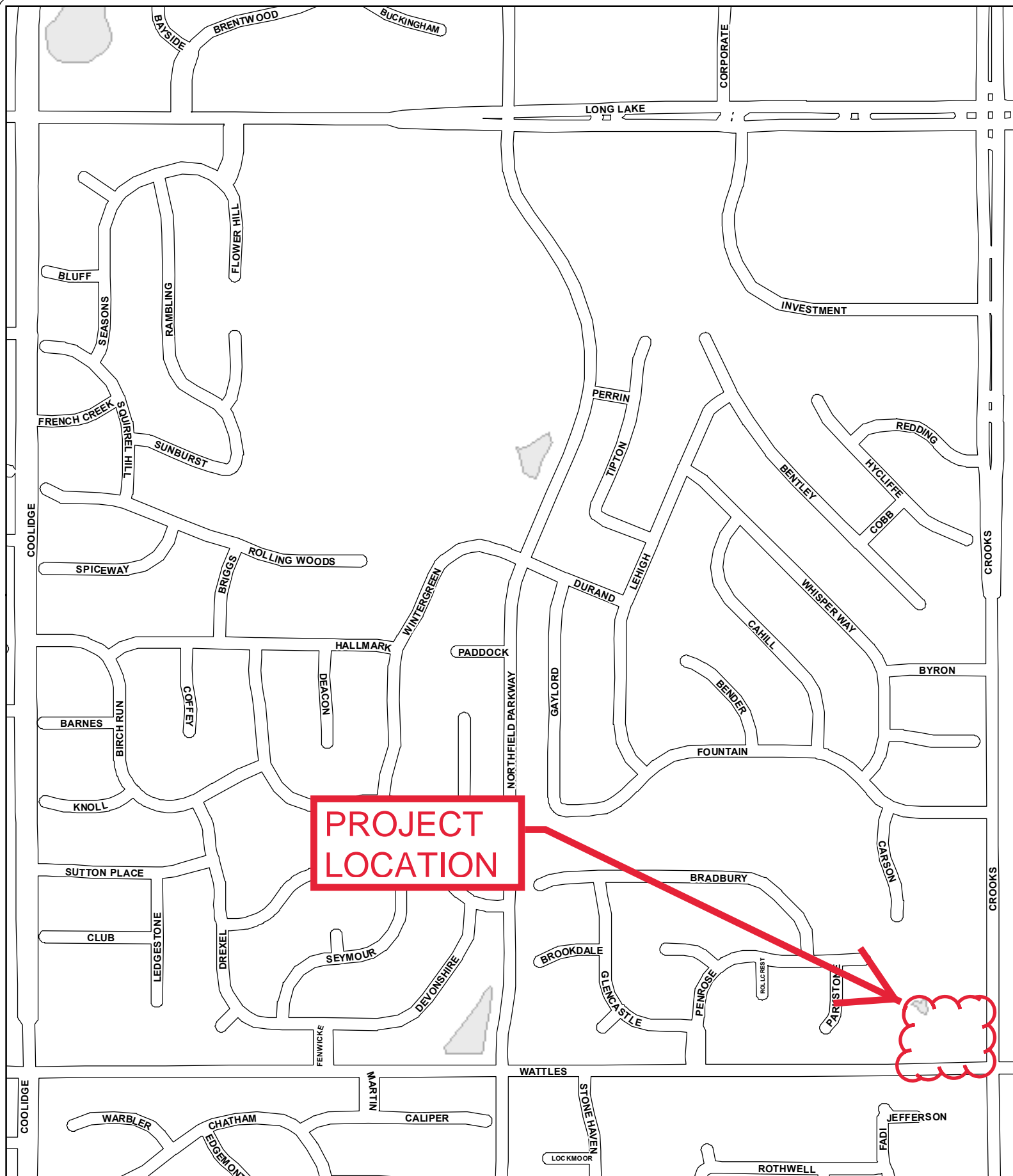
- 1) INTENT: Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL: The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) BACKFILLING AND COMPACTING BACKFILL: All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) CROSSING ROADBED BY TUNNELING: When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) CROSSING BY CUTTING GRAVEL ROAD: All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) CROSSING BY CUTTING PAVEMENT AND TRENCHING: When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) DEPTH OF COVER MATERIAL: Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) TREE TRIMMING OR REMOVAL: A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a) Map; b) Plans, specifications and location of facility; c) Traffic plan in cases of street closure; d) Proof of insurance; e) City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.



**PROJECT
LOCATION**





500 West Big Beaver
Troy, MI 48084
troymi.gov



J-09

CITY COUNCIL AGENDA ITEM

Date: September 23, 2025

To: Frank Nastasi, City Manger

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manger
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement, Sidwell #88-20-14-301-004

History

MNK Troy 1, LLC has proposed the Wesley Park residential development located on the east side of Rochester Road, north of Wattles. The development proposes 39 one-family attached residential units limited to nine buildings.

The storm sewer utility design requires a connection to an existing storm sewer on a property outside the footprint of the proposed Wesley Park development area. To facilitate this connection, abutting property owners Edward A. Green and Cynthia M. Green, have conveyed a permanent easement for storm sewers and surface drainage to the City of Troy.

Financial

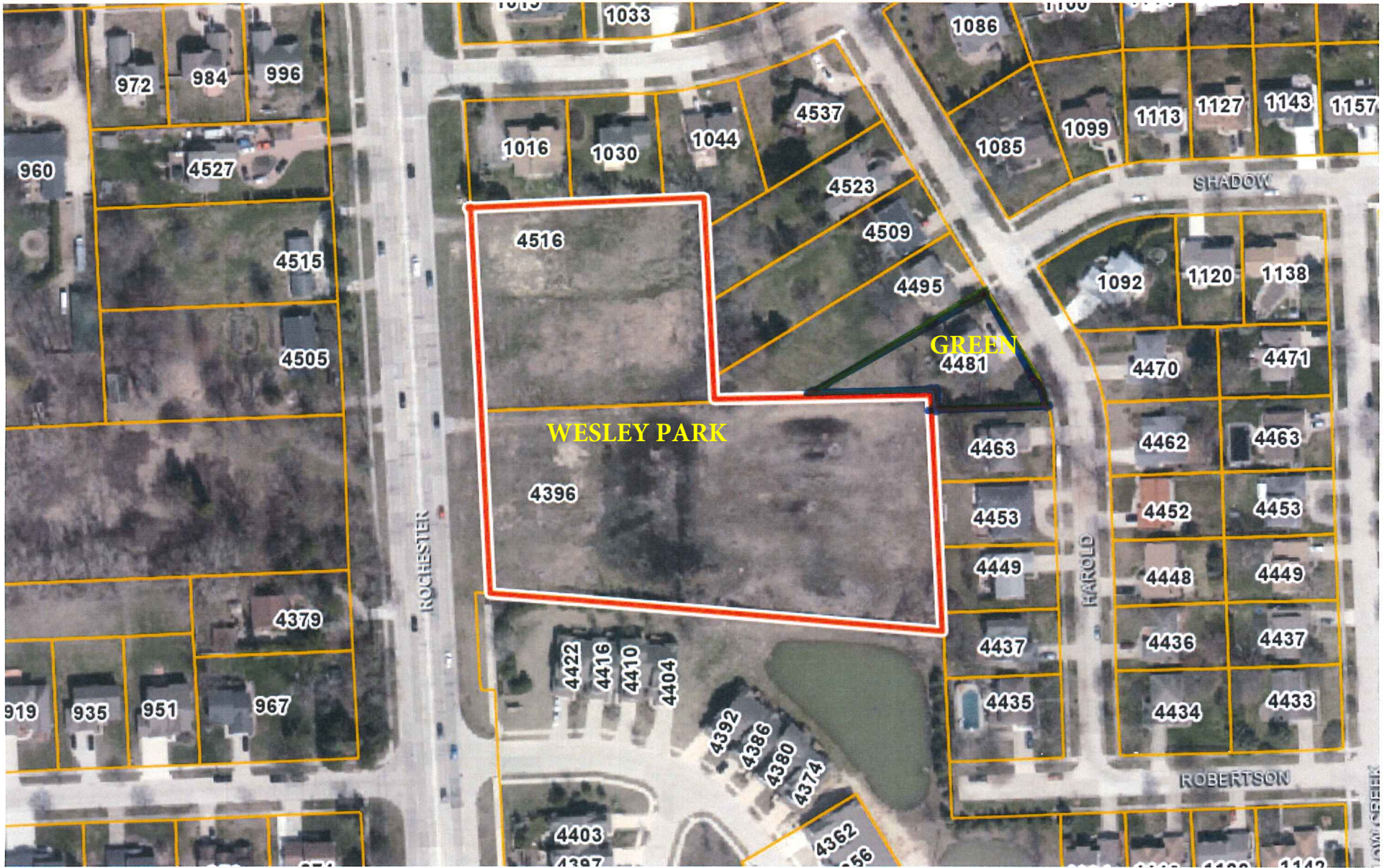
The consideration amount on this document is \$1.00.

Recommendation

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for development and improvement purposes.



GIS Online



Print Date: 9/23/2025

Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

**PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-14-302-004 (part of)

Edward A. Green and Cynthia M. Green, husband and wife, Grantors, whose address is 4481 Harold Drive, Troy, MI 48084, 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, MI, 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, 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.

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 _____ signature(s)
this 8th day of September, 2025.

Edward Green (L.S.)
* Edward A. Green

Cynthia M. Green (L.S.)
* Cynthia M. Green

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 8th day of September, 2025,
by Edward A. Green and Cynthia M. Green, husband and wife.

BRANDON C.S. GUEST
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 20, 2028
Acting in the County of Oakland

Brandon C.S. Guest
* Brandon C.S. Guest
Notary Public, Oakland County, Michigan
My Commission Expires 01/20/2028
Acting in Oakland 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 48084

EXHIBIT "A"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION

(per Urban Land Consultants ref survey)

Record Property Descriptions:

#20-14-301-031

T2N, R11E, SEC 14 SQUARE ACRES SUB NO. 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 S89-53-15E 1058.79 FT, TH S00-36-30E 128.35 FT, TH N82-59-15W 1068.14 FT TO BEG EXC W 15 OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER.

#20-14-152-001

T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT NW COR, TH N00-36-30W 219.59 FT, TH S89-47-15E 325 FT, TH S00-16-30E 219.59 FT, TH N89-47-15W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD

AS SURVEYED TOTAL PROPERTY DESCRIPTION:

A parcel of land in the West 1/2 of Section 14, T2N, R11E, City of Troy, Michigan, together with part of Lots 37 and 38, of "Square Acres Sub No. 1", as recorded in Liber 44, Page 48 of Oakland County Records described as: Commencing at the West 1/4 corner of Section 14; thence S89°47'15"E, 75.01 feet along the east-west 1/4 line of Section 14 to the Point of Beginning; thence N00°37'22"W, 219.59 feet along the east line of Rochester Road to a point on the southerly line of "Shallowbrook Sub" as recorded in Liber 144, Page 20-22 of Oakland County Records; thence along "Shallowbrook Sub" the following three courses: S89°47'15"E, 249.99 feet; S00°37'21"E, 219.59 feet; S89°47'15"E, 235.00 feet along the east-west 1/4 line of Section 14; thence S00°37'57"E, 254.28 feet; thence N82°58'45"W, 489.31 feet to a point on the 75.0 foot right-of-way line of Rochester Road; thence along said line N00°37'47"W, 196.26 feet to a Point of Beginning and containing 3.77 acres.

LEGAL DESCRIPTION

(per Oakland County Assessing)

PARCEL NO. 20-14-302-004

T2N, R11E, SEC 14 SHALLOWBROOK SUB LOT 190

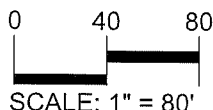
LEGAL DESCRIPTION (Per PEA Group)

VARIABLE WIDTH STORM SEWER EASEMENT

A storm sewer easement over part of Lot 190 of "Shallowbrook Sub" as recorded in Liber 144, Page 20-22, Oakland County Records, being part of the West 1/2 of Section 14, 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 corner of said Section 14; thence along the east-west 1/4 line of said Section, S89°47'15"E, 75.01 to the east line of Rochester Road (variable width); thence along said east line, S00°37'47"E, 196.26 feet; thence along the north line of "Briggs Park Condo" OCCP No. 1911, as recorded in Liber 49470, Page 328, Oakland County Records, S82°58'45"E, 489.31 feet to the aforementioned west line of "Shallowbrook Sub"; thence along said west line, N00°37'57"W, 254.28 feet to a southerly line of said subdivision; thence along said line, N89°47'15"W, 107.58 feet to the POINT OF BEGINNING; thence continuing N89°47'15"W, 12.02 feet; thence N02°59'23"W, 8.64 feet to a point on a drainage easement line per said subdivision; thence along said easement line, S28°46'57"E, 4.37 feet and N60°51'47"E, 11.25 feet; thence S02°59'23"E, 10.33 feet to the aforementioned southerly line of "Shallowbrook Sub" and the POINT OF BEGINNING.

**PREMIUM
DEVELOPMENT GROUP**
1052 OAKTREE LANE
BLOOMFIELD HILLS, MI



SHEET 2 OF 2
JUNE 20, 2022
2018-300

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-10

CITY COUNCIL AGENDA ITEM

Date: September 23, 2025

To: Frank Nastasi, City Manger

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement, Town Haven, LLC,
Sidwell #88-20-22-231-001 to -020

History

Developer Tableau By Mondrian is developing the Town Haven Site Condominium located on the south side of Wattles Road, west of Rochester. A request from a franchise utility provider (DTE) has altered the design of a previous rendering of the public utilities and public service facilities easement. A new easement was received from Town Haven, LLC, owner of the properties having Sidwell #88-20-2231-001 to -020 (inclusive).

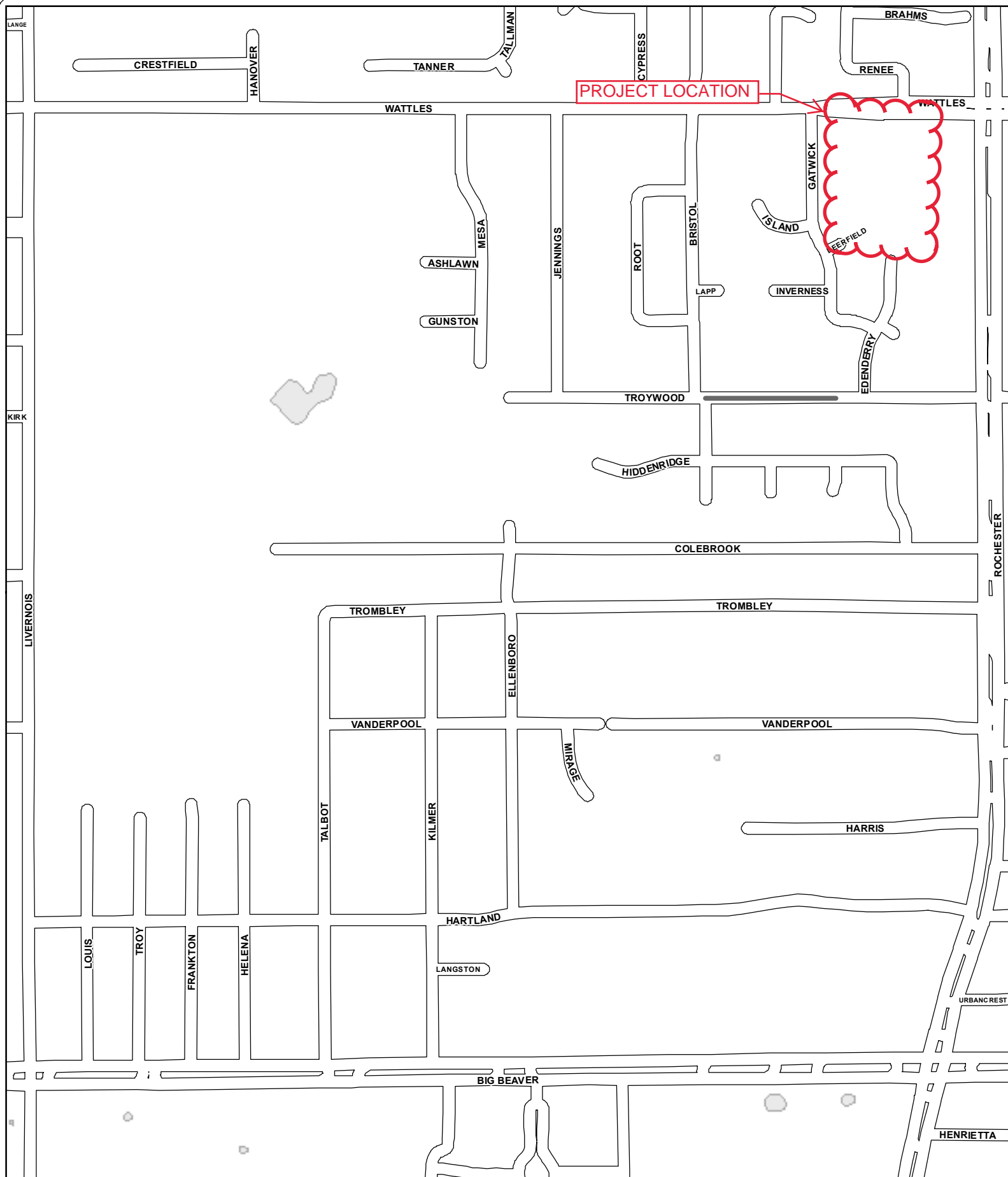
City of Troy Planning Commission approved the 19 single-family unit development on June 11, 2024. (Resolution #PC-2024-06-035)

Financial

The consideration amount on this document is \$1.00.

Recommendation

City Management recommends that City Council accept the attached permanent easement consistent with our policy of accepting easements for development and improvement purposes



**PERMANENT EASEMENT
FOR PUBLIC UTILITIES AND PUBLIC SERVICE FACILITIES**

Sidwell #88-20-22-226-023 & 024 (pt of)

TOWN HAVEN, LLC, a Michigan limited liability company, Grantor, whose address is 50215 Schoenherr, Shelby Twp., MI 48315 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, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **public utilities and public service facilities**, 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.

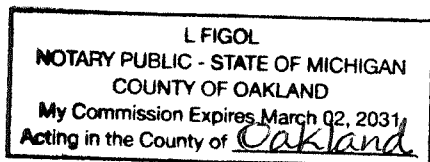
IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 23rd day of September A.D. 2025.

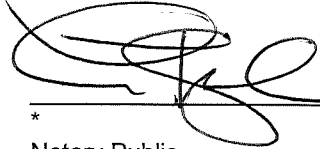
TOWN HAVEN, LLC,
a Michigan limited liability company

By  (L.S.)
*Joseph Maniaci
Its: Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of September, 2025, by Joseph Maniaci, Member of Town Haven, LLC, a Michigan limited liability company, on behalf of the company.




*
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 48084

LEGAL DESCRIPTIONS

LEGAL DESCRIPTIONS: (per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT

A 10 foot wide franchise utility easement over a parcel of land being part of Lots 70 & 71 of "NORTHGATE SUB.", as recorded in Liber 44 of Plats, Page 55, Oakland County Records, said land also being part of the Northeast 1/4 of Section 22, 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 Northeast Corner of said Section 22; thence along the north line of said Section 22, N89°37'00"W, 380.95 feet to the northerly extension of the east line of said Lot 70; thence along said extension, S00°00'22"E, 60.00 feet to a point on the south line of Wattles Road (120' wide), said point also being the northeast corner of said Lot 70; thence along said south line, N89°37'00"W, 14.87 feet to the POINT OF BEGINNING;
 thence S00°00'22"E, 168.37 feet;
 thence C1) 128.79 feet along an arc of a curve to the right, having a radius of 95.00 feet and a chord that bears S69°09'30"W, 119.15 feet;
 thence C2) 10.14 feet along an arc of a curve to the left, having a radius of 33.00 feet and a chord that bears N80°48'38"W, 10.10 feet;
 thence N89°37'00"W, 117.22 feet;
 thence S00°02'52"W, 315.09 feet;
 thence N79°59'15"W, 91.38 feet;
 thence S79°59'15"E, 91.38 feet;
 thence S00°02'52"W, 78.62 feet;
 thence C3) 281.94 feet along an arc of a curve to the right, having a radius of 75.00 feet and a chord that bears S25°24'07"W, 142.91 feet;
 thence S39°16'19"W, 5.01 feet;
 thence C4) 65.86 feet along an arc of a curve to the right, having a radius of 80.00 feet and a chord that bears N23°33'46"W, 64.01 feet;
 thence N00°02'52"E, 430.35 feet;
 thence C5) 10.14 feet along an arc of a curve to the left, having a radius of 33.00 feet and a chord that bears N08°45'28"W, 10.10 feet;
 thence C6) 175.52 feet along an arc of a curve to the right, having a radius of 95.00 feet and a chord that bears N35°21'53"E, 151.60 feet;
 thence N01°40'45"W, 114.10 feet;
 thence S01°40'45"E, 114.10 feet;
 thence C7) 32.67 feet along an arc of a curve to the right, having a radius of 95.00 feet and a chord that bears S81°51'21"E, 32.51 feet;
 thence C8) 10.14 feet along an arc of a curve to the left, having a radius of 33.00 feet and a chord that bears S80°48'38"E, 10.10 feet;
 thence S89°37'00"E, 127.22 feet;
 thence N00°00'22"W, 119.96 feet to the aforementioned south line of Wattles Road (120' wide) and the POINT OF ENDING, said easement to trim and extend to the proposed road line (Capstan Court – 60 foot wide).

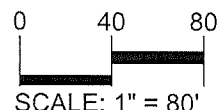
Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	128.79'	95.00'	77°40'30"	S69°09'30"W	119.15'
C2	10.14'	33.00'	17°36'45"	N80°48'38"W	10.10'
C3	281.94'	75.00'	215°23'05"	S25°24'07"W	142.91'
C4	65.86'	80.00'	47°09'49"	N23°33'46"W	64.01'
C5	10.14'	33.00'	17°36'41"	N08°45'28"W	10.10'
C6	175.52'	95.00'	105°51'22"	N35°21'53"E	151.60'
C7	32.67'	95.00'	19°42'11"	S81°51'21"E	32.51'
C8	10.14'	33.00'	17°36'45"	S80°48'38"E	10.10'



t: 844.813.2949
www.peagroup.com

TABLEAU BY
MONDRIAN
50215 SCHOENHERR
SHELBY TWP, MI 48315

SHEET 4 OF 4
~~JANUARY 27, 2025~~
REV. SEPT 8, 2025
16-0283





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-11

CITY COUNCIL AGENDA ITEM

Date: September 10, 2025

To: Honorable Mayor and Members of the Troy City Council

From: Lori Grigg Bluhm, City Attorney
Nicole MacMillan, Assistant City Attorney

Subject: Naqiya Salman v. City of Troy



The City was served with the attached lawsuit filed by Naqiya Salman. The Complaint alleges that on March 12, 2025, she tripped on the sidewalk adjacent to 2029 Hempstead, in the City of Troy. According to the Complaint, her fall caused her to fracture her right shoulder, requiring surgery.

The lawsuit is filed against the City of Troy under the sidewalk exception to governmental immunity (MCL 691.1402). In her Complaint, Plaintiff alleges that the City failed to maintain the sidewalk in reasonable repair.

Plaintiff alleges that her damages exceed \$25,000, which is the threshold for filing a case in the circuit court. It has been filed in the Oakland County Circuit Court, and assigned to Judge Nanci Grant.

The proposed resolution authorizes our office to represent the City in this case, and approves necessary expenditures required for the defense of the case.

Please let us know if you have any questions or concerns.

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.

Approved, SCAO

Original Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY	SUMMONS	CASE NUMBER 2025-217050-NO
6th		

Court address: 1200 North Telegraph Road, Pontiac, MI
 Court telephone number:

Plaintiff's name, address, and telephone number
 Naqiya Salman

Plaintiff's attorney bar number, address, and telephone number
 Sean McNally (P77563)
 Attorney for Plaintiff
 18930 W 10 Mile Road
 Southfield, MI 48075 (248) 557-1688

v

Defendant's name, address, and telephone number
 City of Troy

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

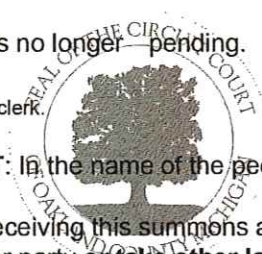
Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in this court, _____ Court, where it was given case number _____ and assigned to Judge _____

The action remains is no longer pending.

Summons section completed by court clerk.



SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 8/25/2025	Expiration date* 11/24/2025	Court clerk Lisa Brown
-------------------------	--------------------------------	---------------------------

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

FILED Received for Filing Oakland County Clerk 8/22/2025 12:22 PM

PROOF OF SERVICE

TO PROCESS SERVER: You must serve the summons and complaint and file proof of service with the court clerk before the expiration date on the summons. If you are unable to complete service, you must return this original and all copies to the court clerk.

CERTIFICATE OF SERVICE / NONSERVICE

I served personally by registered or certified mail, return receipt requested, and delivery restricted to the addressee (copy of return receipt attached) a copy of the summons and the complaint, together with the attachments listed below, on:

I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name City of Troy City Attorney	Date and time of service 8/29/25
Place or address of service 500 W. Big Beaver Road, Troy, MI 48084	
Attachments (if any) Initial Disclosures	

I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee	
\$		\$	
Incorrect address fee	Miles traveled	Fee	TOTAL FEE
\$		\$	\$

/s/Maryanne Balaban

 Signature
 Maryanne Balaban

 Name (type or print)

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of a copy of the summons and complaint, together with

_____ on _____
 Attachments (if any) Date and time

_____ on behalf of _____
 Signature

 Name (type or print)

This case has been designated as an eFiling case, for more information please visit www.oakgov.com/efiling.



**LIPTON
LAW**

— THE EDGE YOU NEED —

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NAQIYA SALMAN,

Plaintiff,

v

CITY OF TROY,
a Municipal Corporation.

Defendant.

2025-217050-NO

JUDGE NANCI J. GRANT

Case No. 2025- -NO
HON.

SEAN M. MCNALLY (P77563)
MARC LIPTON (P43877)
LIPTON LAW
Attorneys for Plaintiff
18930 W. 10 Mile Rd.
Southfield, MI 48075
(248) 557-1688/557-6344 (Fax)
sean@liptonlaw.com

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action, not between these parties, arising out of the same transaction or occurrence as alleged in this complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT

NOW COMES Plaintiff, Naqiya Salman, through her attorneys, Lipton Law, and complains against the Defendant, City of Troy, as follows:

VENUE AND JURISDICTION

1. Plaintiff, Naqiya Salman, is a resident of the City of Troy, County of Oakland, State of Michigan.
2. Defendant, City of Troy ("Troy"), is a Michigan municipal corporation located in the

18930 W 10 Mile Rd
Southfield, MI 48075

Phone: 248.557.1688
Fax: 248.557.6114

www.liptonlaw.com

FILED Received for Filing Oakland County Clerk 8/20/2025 4:05 PM

County of Oakland, State of Michigan.

3. The amount in controversy exceeds the sum of Twenty-Five Thousand Dollars (\$25,000.00) and this action is otherwise within the jurisdiction of this court.
4. The events giving rise to this action occurred in the City of Troy, County of Wayne, State of Michigan.
5. That Oakland County is the proper venue for this action pursuant to MCL 600.1629(1)(a)(i).

FACTUAL ALLEGATIONS

6. Plaintiff realleges all prior paragraphs as though they were fully restated herein.
7. On or about March 12, 2025, at approximately 5:00 pm, Plaintiff was walking on the sidewalk adjacent to 2029 Hempstead, Troy, Michigan, when she tripped and fell on a depressed, broken, and unlevel slab of the concrete, the area of which was not illuminated or marked by cones, signs, bright paint or any other indication of the dangerous and/or defective condition(s) now complained of.
8. That this defective and/or dangerous condition faces Hempstead Road.
9. At all relevant times, Troy had possession and control of this sidewalk which was open to the public.
10. That this sidewalk, was not kept in reasonable repair, and was not in a condition that was reasonably safe and fit for public travel.
11. That the condition and/or defect in question presented an unreasonable risk of harm to Plaintiff and other members of the public.
12. That at least thirty (30) days before the occurrence of Plaintiff's injury, Defendant, its agents, servants, or employees had actual and/or constructive knowledge of the dangerous

and/or defective condition.

13. That the defects described above existed so as to be readily apparent to an ordinarily observant person for more than thirty (30) days before Plaintiff's injury took place.

COUNT I - NEGLIGENCE

14. Plaintiff realleges all prior paragraphs as though they were fully restated herein.
15. Pursuant to MCL 691.1402, MCL 691.1403, and MCL 691.1404, Defendant had a statutory obligation to keep the sidewalk in reasonable repair and in a condition reasonable safe and fit for public travel, and is therefore not shielded by governmental immunity.
16. Defendant violated these statutory duties by the following negligent acts and/or omissions, as it is presently known:
 - a. Failing to exercise reasonable care for the protection of Plaintiff;
 - b. Failing to inspect the location for defects;
 - c. Failing to maintain the sidewalk in a reasonably safe condition without increasing the dangerous and hazardous condition to public users of the sidewalk;
 - d. Failing to remove, eliminate or repair the dangerous condition or defect,;
 - e. Failing to hire and/or employee personnel or staff that would properly maintain the sidewalk and not allow the defect or dangerous condition to remain;
 - f. Failing to exercise reasonable care to make the sidewalk safe or to warn members of the public, such as Plaintiff, of the condition and the risk;
 - g. Failing to warn members of the public, such as Plaintiff, of the existing defect or dangerous condition when Defendant knew, or should have known, that such defect or condition would not be visible at night;
 - h. Failing to take reasonable precautions to protect the Plaintiff from foreseeable dangers; and
 - i. Other negligent acts and/or omissions, not yet known but which may be ascertained during this litigation.

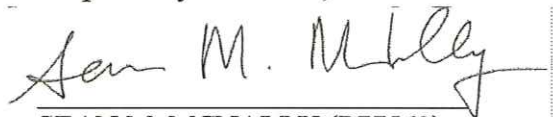
17. As a direct and proximate result of Defendant's negligence, Plaintiff sustained severe and permanent injuries, including, but not limited to, the following:

- a. Fractured dominant, right shoulder requiring surgical shoulder replacement; and
- b. Other injuries.

18. As a further direct and proximate result of Defendant's negligence, Plaintiff has incurred the expenses of medical treatment and will incur further expenses in the future due to the permanent nature of her injuries; she has incurred lost wages and/or earning capacity; she has suffered embarrassment, humiliation, mental anguish and emotional distress; she has been deprived of the activities of life which she enjoyed prior to her injuries; and she has suffered further injuries and losses which the proofs may show.

WHEREFORE, Plaintiff Naqiya Salman prays for a Judgment against Defendant Troy, of damages in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) she is deemed to be entitled by this Honorable Court and/or Jury, together with costs, interest, and attorney fees.

Respectfully submitted,



SEAN M. MCNALLY (P77563)
Attorneys for Plaintiff
18930 W. Ten Mile Road
Southfield, MI 48075
(248) 557-1688

Dated: August 18, 2025

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

NAQIYA SALMAN,

Plaintiff,

v

CITY OF TROY,
a Municipal Corporation.

Defendant.

2025-217050-NO

JUDGE NANJI J. GRANT

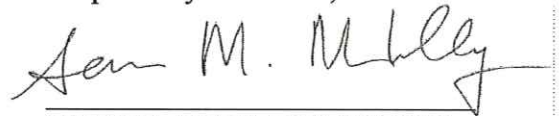
Case No. 2025- -NO
HON.

SEAN M. MCNALLY (P77563)
MARC LIPTON (P43877)
LIPTON LAW
Attorneys for Plaintiff
18930 W. 10 Mile Rd.
Southfield, MI 48075
(248) 557-1688/557-6344 (Fax)
sean@liptonlaw.com

JURY DEMAND

Plaintiff hereby demands trial by jury.

Respectfully submitted,



SEAN M. MCNALLY (P77563)
Attorneys for Plaintiff
18930 W. Ten Mile Road
Southfield, MI 48075
(248) 557-1688

Dated: August 18, 2025



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: September 23, 2025

To: Honorable Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Thomas Szczesny v. City of Troy et. al

Attached please find a new lawsuit filed by Thomas Szczesny against the City of Troy and several individual City officers. This case was filed in the Federal District Court and assigned to Senior Judge Gershwin Drain.

Plaintiff filed this ten-count Complaint against the City and five police officers, claiming deprivation of his Constitutional rights under the 4th and 14th Amendments resulting from an accident that occurred on September 22, 2023. Plaintiff, who was riding a motorcycle, collided with a vehicle driven by a Troy officer who was responding to a call. Plaintiff's medical claims are being addressed separately under the State of Michigan Motor Vehicle Code.

The accident was investigated by an independent police agency, which determined that Plaintiff, who failed to yield, was at fault. A subsequent search warrant obtained for Plaintiff's blood revealed that it contained intoxicating substances. Initially, the Oakland County Prosecutor's Office issued charges against Plaintiff, but shortly before trial, these charges were dismissed by the prosecutor. This development partially serves as the basis for Plaintiff's malicious prosecution claims under State and Federal Laws.. The Complaint also alleges that the City is liable for an alleged failure to supervise and failure to train its officers. Plaintiff is seeking \$50 million in damages against all Defendants.

The proposed resolution authorizes our departmental representation of the City, and our insurance company, Michigan Municipal Risk Management Authority, will assign an attorney to represent the individual defendants. Please let us know if you have any questions or concerns.

UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

THOMAS SZCZESNY,

Case No:
Hon.
Mag. Judge

Plaintiff,

v.

CITY OF TROY, a municipal corporation,

EVAN LEITHAUSER, in his personal
and professional capacities,

SCOTT ALLAN in his personal and
professional capacities,

ALEJANDRO PARRA, in his personal and
professional capacities,

GAIL PARRA, in her personal and
professional capacities,

and

BRIAN WARZECHA, in his personal and
professional capacities,

Defendants.

_____/

Law Offices of Jason A. Waechter

AARON R. MARTINEZ (P86228)

JASON A. WAECHTER (P47651)

Attorneys for Plaintiffs

19080 W. Ten Mile Road

Southfield, MI 48075

(248) 355-4701 / Fax: 248-281-0006

aaron@877powerlaw.com; jason@877powerlaw.com

Paralegal Cris Vivian: cris@877powerlaw.com

_____/

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, **THOMAS SZCZESNY**, by and through his attorneys, Law Offices of Jason A. Waechter, for his Complaint and Demand for Jury Trial, states as follows:

LAW OFFICES OF JASON A. WAECHTER
19080 W. TEN MILE ROAD, SOUTHFIELD, MI 48075
TELEPHONE 248.355.4701 • FACSIMILE 248.281.0006



INTRODUCTION

1. This is a civil rights action seeking damages against the City of Troy and two of its police officers for committing acts under color of law, and depriving Plaintiff of rights secured by the Constitution and the laws of the United States and the state of Michigan.
2. This action arises out of a crash involving a police vehicle and a motorcycle where Plaintiff was struck and seriously injured by Defendant Leithauser, who proceeded through a dark intersection at high speed without activating his emergency lights or siren.
3. Following the crash, and without probable cause, various Troy Police Officers accused Plaintiff of Operating While Intoxicated (OWI) to deflect blame from Defendant Leithauser, resulting in criminal charges that were later dismissed.
4. Plaintiff now brings claims under 42 U.S.C. § 1983 for violations of his Fourth and Fourteenth Amendment rights, and under Michigan law, as more fully set forth herein.

JURISDICTION AND VENUE

5. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
6. This cause of action arose in the County of Oakland, State of Michigan.
7. This Court has jurisdiction under 28 U.S.C. §§ 1331, 1343(a)(3)-(4), and 1983 as this action involves a federal question and arises under the Constitution and laws of the United States.
8. Supplemental jurisdiction over state law claims is conferred by 28 U.S.C. § 1367.
9. Venue is proper in this district under 28 U.S.C. § 1391(b), as the events giving rise to this action occurred in the Eastern District of Michigan.

PARTIES

10. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
11. Plaintiff Thomas Szczesny is a resident of City of Madison Heights, Oakland County, Michigan, and a resident of the Eastern District of Michigan.
12. Defendant City of Troy is a home-rule city and municipal corporation organized under the



laws of the State of Michigan and situated within the Eastern District of Michigan.

13. Defendant City of Troy operates the Troy Police Department.

14. Defendant Evan Leithauser, upon information and belief, is a resident of the city of Rochester Hills, Oakland County, State of Michigan, within the Eastern District of Michigan.

15. Defendant Evan Leithauser was, at all relevant times, a police officer employed by the City of Troy and acting under color of state law.

16. Defendant Scott Allan, upon information and belief, is a resident of city of Troy Oakland County, State of Michigan, within the Eastern District of Michigan.

17. Defendant Scott Allan was, at all relevant times, a police officer employed by the City of Troy acting under color of state law.

18. Defendant Alejandro (Alex) Parra, upon information and belief is a resident of Macomb County, State of Michigan, within the Eastern District of Michigan.

19. Defendant Alejandro (Alex) Parra was, at all relevant times, a police officer employed by the City of Troy acting under color of state law.

20. Defendant Gail Parra, upon information and belief, is a resident of Macomb County, State of Michigan, within the Eastern District of Michigan.

21. Defendant Gail Parra was, at all relevant times, a police officer employed by the City of Troy acting under color of state law.

22. Defendant Brian Warzecha, upon information and belief, is a resident of Oakland County, State of Michigan, within the Eastern District of Michigan.

23. Defendant Brian Warzecha was, at all relevant times, a police officer employed by the City of Troy acting under color of state law.

24. Defendants Evan Leithauser, Scott Allan, Alejandro Parra, Gail Parra, and Brian Warzecha (collectively "Defendant Officers") were, at all relevant times, acting within the scope of their employment with Defendant City of Troy and the Troy Police Department.



25. At all times material to this Complaint, these Defendants acted toward Plaintiff under color of the statutes, ordinances, customs and usage of the State of Michigan.

GENERAL ALLEGATIONS

26. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

The High-Speed Crash

27. On September 22, 2023, Plaintiff Thomas Szczesny was lawfully operating his motorcycle on eastbound Maple Road near Stephenson Highway within the City of Troy, Oakland County, State of Michigan.

28. At approximately 8:30PM on the aforementioned date, Defendant Officer Evan Leithauser, responded to assist a minor personal injury traffic call.

29. At approximately 8:30PM on the aforementioned date, another Troy Police officer had already arrived on scene of the minor personal injury traffic call.

30. The minor personal injury traffic call was non-emergent.

31. The traffic call Leithauser was responding to did not require an emergency response by Defendant Leithauser.

32. The posted speed limit on Maple Road was 40 mph.

33. At the aforementioned place and time, Defendant Leithauser drove westbound on Maple Road at excessive speeds over 63 mph.

34. Defendant Leithauser was not using his overhead emergency lights when travelling above the speed limit.

35. Defendant Leithauser failed to activate his vehicle's emergency lights or sirens as he proceeded westbound at high speeds on Maple Road.

36. Troy Police Department policy requires use of emergency lights and/or sirens when traveling at speeds exceeding the speed limit.

37. MCOLES standards requires use of emergency lights and/or sirens when traveling at



speeds exceeding the speed limit.

38. As Plaintiff lawfully attempted to turn left into a gas station entrance, Defendant Leithauser collided with Plaintiff's motorcycle at a high rate of speed.

39. The aforementioned subject collision caused Plaintiff to be ejected from his motorcycle.

40. The aforementioned subject collision inflicted serious permanent injuries.

41. Defendant Leithauser's patrol vehicle traveled approximately 200 feet before coming to rest in the grassy area in the Health Alliance Plan (HAP) parking lot.

42. Defendant Leithauser failed to reduce his speed and provide sufficient warning to Mr. Szczesny of his oncoming vehicle.

43. The area in which Defendant Leithauser was speeding was noted by investigators as being dimly lit.

44. The area in which Defendant Leithauser was speeding was dimly lit.

45. Defendant Leithauser failed to travel with due speed and caution so as to allow him to perform any evasive maneuvers required by his speed to avoid impacting Mr. Szczesny.

46. Witness Dheeraj Chanda told Troy Police Department investigators in a written statement that Defendant Leithauser's vehicle was traveling "very very very fast."

47. At the scene, Defendant Leithauser told Sergeant Bowers that he attempted to swerve and avoid Mr. Szczesny's motorcycle.

48. Defendant Leithauser never attempted any evasive maneuver prior to striking Mr. Szczesny's motorcycle.

49. Defendant Leithauser told Mr. Szczesny that his patrol vehicle was traveling at "regular cruising speed limit, I wasn't over the speed limit."

50. When questioned at the scene about his speed by Sgt. Bowers, Defendant Leithauser said he was traveling "a little bit over 40" miles per hour.

51. When questioned at the scene about his speed by Sgt. Bowers, Defendant Leithauser said



that he struck Mr. Szczesny “under 40 for sure...somewhere around there 40, 35.”

52. Defendant Leithauser’s aforementioned statement to Sgt. Bowers was not accurate or truthful.

53. The following day, Defendant Warzecha took over leading the investigation on behalf of the Troy Police Department.

54. Defendant Warzecha continued leading the investigation until January 5, 2024, when the decision was made by the Troy City Attorney to have the Auburn Hills Police Department continue the investigation.

55. At all times prior to January 5, 2024, the Troy Police Department was the lead agency investigating the crash involving Defendant Leithauser.

56. Defendant Warzecha provided all materials obtained by the Troy Police Department to Sgt. Bryan Eftink of the Auburn Hills Police Department on January 9, 2024.

The Search Warrant

57. Mr. Szczesny was transported to Corewell Hospital Royal Oak (formerly Beaumont Royal Oak) with significant injuries.

58. En route to, and while at the hospital, Mr. Szczesny was administered several medications by medical professionals for pain relief and comfort, including hydromorphone and fentanyl.

59. After these medications were administered, Troy Police Department officers determined that they wanted to obtain an evidential blood draw for processing by the Michigan State Police Forensic Science Division.

60. Despite a Troy Police Officer being involved in the subject collision on September 22, 2023, Troy Police continued to investigate the crash the next day on September 23, 2023, including acting under color of law pursuant to a search warrant.

61. On September 22, 2023, Troy Police Officer Scott Allan completed an Affidavit for Search Warrant, which he swore-to before the 52-4 District Court Magistrate.



62. The affidavit for the search warrant was not based upon personal knowledge held by Defendant Allan.
63. The affidavit for the search warrant was based solely upon hearsay and secondhand information obtained by Troy Police Officers Defendants Alejandro (Alex) Parra and Gail Parra.
64. Upon information and belief, Defendants Alex Parra and Gail Parra are husband and wife.
65. Upon information and belief, Defendants Alex Parra interviewed Plaintiff's girlfriend at the scene.
66. Defendant Alex Parra believed her to have been drinking.
67. Defendant Alex Parra used his observations of *Plaintiff's girlfriend* only to try and obtain probable cause that *Plaintiff* was under the influence.
68. Upon information and belief, Defendant Alex Parra told Defendant Gail Parra of his belief.
69. Upon information and belief, Defendant Gail Parra assisted Defendant Allan in completing an affidavit for search warrant for Plaintiff's blood.
70. Upon information and belief, Defendant Gail Parra drafted the content of the search warrant affidavit to be sworn-to by Defendant Allan.
71. Upon information and belief, Defendant Gail Parra influenced the content of the search warrant affidavit to be sworn-to by Defendant Allan.
72. Upon information and belief, Plaintiff was accompanied to the hospital from the scene by Troy Police Sgt. Benjamin Hancock, not Officers Parra or Officer Allen.
73. Sgt. Hancock had no role in the preparation of the affidavit for search warrant.
74. Sgt. Hancock had no role in the swearing-to of the affidavit for search warrant.
75. The affidavit for the search warrant omitted the necessary context that the crash was caused by Defendant Leithauser speeding above the speed limit without a lawful basis.
76. The affidavit for the search warrant indicates that Defendant Allan believed Mr. Szczesny



was operating under the influence based upon personal observation of “physical observations of the suspect”.

77. The affidavit for the search warrant omits further elaboration as to what physical observations were made by Defendant Allan.

78. Defendant Allan never had any personal contact with Plaintiff Thomas Szczesny prior to completing the affidavit for search warrant.

79. Any contact that Defendant Allan may have had with Plaintiff was incidental and not sufficient to obtain any objective signs of impairment.

80. The affidavit for the search warrant omits that Defendant Allan did not have any personal contact with Plaintiff Thomas Szczesny prior to completing the affidavit for search warrant.

81. Defendant Allan never communicated with Mr. Szczesny’s girlfriend prior to completing the affidavit for search warrant.

82. Defendant Allan’s knowledge of the situation is limited only to the body camera footage he reviewed of another officer’s interaction.

83. The affidavit for the search warrant omits that Defendant Leithauser’s vehicle was traveling at such a high speed that it came to rest on the grass on the opposite side of the roadway.

84. The affidavit for the search warrant omits that Mr. Szczesny was traveling at a slow pace at the time he was struck by Defendant Leithauser.

85. Defendant Allan’s factual omissions from the affidavit constitute a reckless disregard for the truth.

86. The affidavit for the search warrant lacked probable cause.

87. The blood vials obtained under the authority of the issued search warrant pursuant to Defendant Allan’s affidavit did not yield any indication of alcohol when analyzed on October 16, 2023.

The EDR Data



88. Defendant Warzecha ordered a download of Defendant Leithauser's electronic data recorder (EDR) data from his patrol vehicle.

89. The EDR data was obtained on September 25, 2025.

90. The EDR data and surveillance video confirmed that Defendant Leithauser was traveling over 63 mph without engaging his vehicle's overhead lights or sirens.

91. The EDR data reflected that Defendant Leithauser was not using his cruise control functions in the 5 seconds before impact with Mr. Szczesny.

92. Defendant Leithauser continued to press his patrol vehicle's accelerator pedal until 0.7 seconds before impacting Mr. Szczesny's motorcycle.

93. The EDR data reflects that Defendant Leithauser did not have cruise control engaged in the moments leading up to the crash.

94. The EDR data from Defendant Leithauser's vehicle reflects that he did not make any effort to brake until approximately 0.6 seconds before impacting Mr. Szczesny's motorcycle.

95. Defendant Leithauser's was driving while distracted.

The UD-10 Crash Report

96. On September 26, 2023, after conducting its own partial investigation into the matter for four days, the Troy Police Department requested that the Auburn Hills Police Department take over preparation of the UD-10 traffic crash report.

97. In the course of investigating this matter, Auburn Hills Police Sgt. Bryan Eftink completed a UD-10 Traffic Crash Report summarizing his opinions and conclusions regarding the crash.

98. Sgt. Eftink completed the UD-10 report after October 16, 2023.

99. Sgt. Eftink claimed in the UD-10 report that Defendant Leithauser committed no hazardous actions which contributed to the crash.

100. Sgt. Eftink also claimed in the report that Defendant Leithauser was traveling to an emergency situation.



101. Neither of these conclusions by Sgt. Eftink were truthful or accurate.
102. At the time the conclusions were made by Sgt. Eftink in the UD-10 report, he knew or had reason to know that the conclusions were not based in fact.
103. At the time the conclusions were made by Sgt. Eftink in the UD-10 report, he knew or had reason to know that Defendant Leithauser had been traveling 63 mph in a 40 mph zone

The Criminal Prosecution

104. At all relevant times, Michigan law required criminal convictions for Operating While Intoxicated to be supported by evidence showing beyond a reasonable doubt that a person was under the influence.
105. Under Michigan law, the phrase “under the influence” affirmatively “contemplates something more than having any amount” of a substance in one’s system, and “requires some effect” on the person. *People v Koon*, 494 Mich 1, 6-7 (2013).
106. MCL 257.625(1)(a) provides that a person is “operating while intoxicated” if he or she is “under the influence of ... a controlled substance ...”
107. As interpreted by Michigan courts, a person is considered to be “under the influence” only if the substance “substantially and materially impairs the ability to drive so that the person drives with less care than an ordinary, prudent driver.” *People v Lambert*, 395 Mich 296, 305; 235 NW2d 338 (1975).
108. Mere presence of a non-Schedule I drug in blood is not enough to prove an individual is “under the influence” under Michigan law. See *People v Feezel*, 486 Mich 184, 205; 783 NW2d 67 (2010).
109. At all relevant times, Plaintiff was neither under the influence nor otherwise intoxicated or impaired by any substance.
110. At all relevant times, the Troy Police Department failed to obtain any evidence which showed anything other than the mere presence of a non-Schedule I drug in Plaintiff’s



blood.

111. At no point in time did the investigation yield sufficient evidence to meet the criminal burden of proof of guilt beyond a reasonable doubt under *Koon*, *Feezel*, and *Lambert*.

112. On January 5, 2024, Troy Police Department leadership determined that Auburn Hills Police Department should continue the investigation.

113. Defendant City of Troy provided the City of Auburn Hills Police Department with the toxicology results reflecting no alcohol in Plaintiff's system.

114. On December 4, 2024, the Oakland County Prosecutor's Office filed a Petition to Nolle Prosequi to dismiss the OWI charge against Plaintiff in the "interest of justice."

115. On December 5, 2024, the criminal case against Mr. Szczesny was dismissed upon order of Judge Kirsten Nielsen Hartig of the 52-4 District Court.

116. The criminal case was resolved in Mr. Szczesny's favor.

The Missing Videos

117. On the date of the subject crash, Defendant Leithauser was equipped with a body camera.

118. On the date of the subject crash, Defendant Leithauser's patrol vehicle was equipped with a mobile video recorder (MVR), commonly known as a dashboard camera or "dash cam."

119. Upon information and belief, Defendant Leithauser and his vehicle were equipped with cameras and a camera system which are designed to begin recording upon being "triggered" or otherwise initiated by an event such as turning on overhead lights/sirens, or being involved in a collision.

120. Upon information and belief, no video of the subject crash from Defendant Leithauser's body camera or dashboard camera was retained by the City of Troy.

121. Upon information and belief, out of all the officers who responded to the subject accident scene, only Defendant Leithauser did not have any camera footage preserved.

122. The Troy Police Department failed to preserve the video from Defendant Leithauser's body



and vehicle cameras.

123. The missing camera video would have shown some of the clearest footage of Defendant Leithauser's disregard for traffic safety and law enforcement protocols.

Mr. Szczesny's Catastrophic Injuries

124. The aforementioned crash and events that followed have caused serious physical, mental, and emotional injuries to Plaintiff.

125. Plaintiff's medical care and treatment is ongoing at this time.

126. Plaintiff **THOMAS SZCZESNY** has suffered, will continue to suffer injuries and damages for an indefinite time into the future, physical injury, emotional distress, legal expenses, and reputational harm, including but not limited to the following:

- a. Permanent paraplegia of the left lower extremity;
- b. Pelvic fractures;
- c. Bladder perforation;
- d. Right femur fracture;
- e. Right tibia fracture;
- f. Right fibula fracture;
- g. Fracture of the right foot at the third metatarsal neck;
- h. Spinal fractures L2-S1;
- i. Fractures involving the right sacral wing and lower right lumbar vertebra transverse processes;
- j. Left-sided rib fractures;
- k. Right Leg Impairment;
- l. Required use of neurogenic bowel and bladder;
- m. Permanent nerve damage;
- n. The following surgical procedures:



- i. ORIF pelvis, femur, tibia/fibula, with hardware insertion; bladder repair (9/24/2023);
 - ii. L2-L5 spinal fusion (9/25/2023);
 - iii. Hardware removal in right leg (September 2024)
- o. Ongoing chronic pain and suffering;
 - p. Emotional trauma, depression, and loss of dignity;
 - q. other related and appreciable difficulties, injuries, or consequences that have occurred, developed, or aggravated any preexisting problem that might have existed, all of which constitute a serious impairment of body function and/or serious, permanent disfigurement;
 - r. pain, suffering, mental anguish, humiliation, and embarrassment, and the loss of the natural enjoyments of life;
 - s. allowable expenses consisting of reasonable charges incurred for reasonably necessary products, services, and accommodations for Plaintiff's care, recovery, or rehabilitation not covered or paid for by a no-fault carrier, including medical bills and expenses and cost of future medical care, treatment, and services;
 - t. wage loss or actual future loss of earnings to the extent that such losses are recoverable under MCL 500.3135, or other laws of the state of Michigan or the United States; and
 - u. other damages, injuries, and consequences that are found to be related to the automobile crash that develop or become known during the course of discovery, to the extent that the damages are recoverable under the Michigan No-Fault Insurance Act, or other laws of the state of Michigan or the United States.

127. As a result of the injuries sustained in the crash, Plaintiff has been diagnosed with paraplegia secondary to spinal trauma and vertebral fractures from L2 to S1.

128. These injuries have resulted in permanent neurological deficits, including flaccid paralysis of the left lower extremity, significantly diminished function of the right lower extremity, and neurogenic bowel and bladder requiring lifelong catheter and bowel regimen management.

129. Plaintiff's mobility is severely restricted.

130. Plaintiff is non-weight bearing on the left and remains at high fall risk.



131. Plaintiff requires use of a wheelchair for all ambulation and transfers, with maximum or partial assistance required for activities such as toileting, tub and shower transfers, dressing, and bed mobility.
132. Although Plaintiff is able to briefly stand with assistance, he is unable to ambulate independently and is not expected to regain meaningful motor function in the left leg.
133. Plaintiff's spinal injuries also include an unstable pelvis and right sacral fractures.
134. As of June 2025, imaging confirmed that pelvic separation remains present, with bladder displacement into the anterior opening.
135. Although additional orthopedic and urological surgeries have been discussed, they remain deferred pending worsening of symptoms.
136. Plaintiff remains at risk for future surgical interventions and complications due to the instability and the involvement of multiple organ systems.
137. Plaintiff continues to require 16 hours per day of in-home attendant care and assistance with all aspects of daily life, including transfers, ambulation, hygiene, pain control, medication management, and transportation.
138. Plaintiff has also required extensive durable medical equipment, including a hospital bed, wheelchair, rolling walker, hip kit, slide board, and bedside commode.
139. Psychologically, Plaintiff has experienced depression and loss of dignity due to his sudden and permanent loss of independence.
140. Plaintiff remains unable to return to work, drive a car, or participate in the physical, social, and recreational activities that previously defined his life.
141. Plaintiff requires ongoing mental health treatment, which has been coordinated by his medical team and is documented in his current care plan.
142. Plaintiff's prognosis for neurological recovery remains poor.



143. While he has made progress with therapy and is motivated to improve, treating providers have advised that Plaintiff's condition is permanent, and he will continue to require long-term physical, emotional, and medical support.

144. Plaintiff's life expectancy, independence, and ability to support himself have all been profoundly negatively affected.

COUNT I – Unlawful Seizure and Excessive Force – 42 U.S.C. § 1983 (Fourth Amendment)
(As to Defendant City of Troy and Defendant Leithauser)

145. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

146. Defendant Leithauser, acting under color of law, seized Plaintiff by striking him with a police vehicle in a non-emergency situation, while driving at an unlawful speed without activating emergency signals.

147. This seizure was unreasonable under the Fourth Amendment.

148. This seizure caused catastrophic injury to Plaintiff.

149. The circumstances did not justify such force by Defendant Leithauser.

150. Defendant Leithauser's conduct was reckless.

151. Defendant Leithauser's conduct demonstrated a substantial lack of concern for whether injury would result.

152. The collision constitutes an unlawful detention and unlawful use of force.

153. Plaintiff suffered the aforementioned severe injury, loss, and harm as a direct and proximate result.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and attorney fees under 42 U.S.C. §1988.

COUNT II – Unlawful Search Warrant – 42 U.S.C. § 1983 (Fourth Amendment)
(As to Defendant City of Troy and Defendant Allan)



154. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
155. Defendant Allan prepared and submitted an affidavit for a search warrant without personal knowledge.
156. Defendant Allan was trained in proper affidavit procedures and standards.
157. Defendant Allan lacked probable cause in requesting a warrant for Plaintiff's blood.
158. Defendant Allan was searching for corroboration that might provide probable cause to arrest Plaintiff.
159. The search warrant was executed after medication was administered to Mr. Szczesny.
160. The affidavit contained material omissions and misleading statements in reckless disregard of the truth, including omitting:
- a. The excessive speed of Defendant Leithauser;
 - b. The non-emergency nature of the call Office Leithauser was traveling to;
 - c. The lack of personal contact by Defendant Allan with Plaintiff or his girlfriend;
 - d. The lack of personal knowledge of any indicia of impairment of Plaintiff;
 - e. Emergency medications administered to Plaintiff; and
 - f. Such other statements or omissions known by Defendants, or which may become known during the course of discovery in this matter.
161. Defendant Allan falsely claimed personal observations of Plaintiff when none existed.
162. The warrant lacked probable cause.
163. Defendants could not, in good faith, rely upon the warrant in this case because the warrant application was so lacking in indicia of probable cause as to render official belief in its existence unreasonable.
164. Reasonable officers should have known these rights, and therefore, Defendants are not cloaked with immunity.



165. The warrant compelled a nonconsensual physical intrusion into Mr. Szczesny's skin and into his veins.

166. The invasion of Mr. Szczesny's bodily integrity without probable cause violates the Fourth Amendment.

167. As a direct and proximate result of Defendants' actions, Plaintiff suffered a loss of his liberty, humiliation, and other damages as outlined herein.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and attorney fees under 42 U.S.C. §1988.

COUNT III — Failure to Train – 42 U.S.C. § 1983 (Monell)
(As to Defendant City of Troy)

168. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

169. Defendant City of Troy failed to adequately train its officers in:

- a. Emergency vehicle operation and use of lights/sirens;
- b. Probable cause standards for OWI arrest and search warrants;
- c. Use and preservation of body/dash camera footage; and
- d. Any other such instances or topics known to Defendants or which may become known by the parties through discovery in this matter.

170. The training failures and deficiencies were so inadequate as to amount to deliberate indifference to constitutional rights.

171. This failure reflects deliberate indifference to citizens' constitutional rights.

172. This failure to train enabled Defendant Leithauser's negligence.

173. This failure was a direct and proximate cause of Plaintiff's injuries.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants,



jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and attorney fees under 42 U.S.C. §1988.

COUNT IV — Failure to Supervise – 42 U.S.C. § 1983 (Monell)
(As to Defendant City of Troy)

174. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
175. Defendant City of Troy failed to supervise Defendant Officers in the performance of their duties and responsibilities.
176. The failure allowed policy violations and reckless conduct without accountability.
177. The lack of oversight enabled the fabrication of false narratives and abuse of authority.
178. This failure to supervise enabled Defendant Leithauser's negligence.
179. City of Troy failed to take corrective or remedial actions after Defendant Leithauser was involved in a separate crash just a few months prior to the subject crash.
180. This failure to supervise enabled Defendant Allan to make material omissions from the search warrant affidavit in reckless disregard for the truth.
181. Defendant City of Troy failed to discipline Defendant Leithauser for his involvement in the subject crash.
182. Defendant City of Troy lacked sufficient internal policies for disciplining officers involved in high-speed crashes without use of lights and sirens.
183. Defendant City of Troy lacked sufficient internal policies for handling investigations of its own officers.
184. Defendant City of Troy lacked sufficient internal policies for supervising or disciplining officers involved submitting affidavits for search warrants without probable cause.
185. These collective failures reflect deliberate indifference to Plaintiff's constitutional rights.
186. These collective failures were a direct and proximate cause of Plaintiff's injuries.



WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and attorney fees under 42 U.S.C. §1988.

COUNT V — Malicious Prosecution – 42 U.S.C. § 1983 (Monell)
(As to All Defendants)

187. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

188. Defendant City of Troy conducted an investigation alleging that Plaintiff was Operating While Intoxicated in violation of MCL 257.625.

189. Despite its own officer being involved in the crash with Plaintiff, Defendant City of Troy conducted an investigation.

190. Defendants failed to acquire any objective evidence of Plaintiff's intoxication.

191. The evidential blood test results failed to demonstrate impairment.

192. The evidential blood test administered to Plaintiff was without probable cause.

193. Troy Police Department attempted to collect evidence to aid and influence a prosecution against Plaintiff stemming from the officer-involved crash.

194. The criminal charge against Plaintiff was dismissed in Plaintiff's favor.

195. Defendants acted with malice and reckless disregard for the truth.

196. Defendants made, influenced, or participated in the decision to prosecute Plaintiff without probable cause in violation of Plaintiff's Fourth Amendment rights.

197. Plaintiff was subjected to humiliation, fear, criminal charges, and pain and suffering by the illegal acts of Defendants.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and



attorney fees under 42 U.S.C. §1988.

COUNT VI — Violation of Substantive Due Process – State-Created Danger
42 U.S.C. § 1983 (Fourteenth Amendment)
(As to Defendant City of Troy and Defendant Leithauser)

198. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
199. Under the Fourteenth Amendment, individuals have a constitutional right to bodily integrity and to be free from state-created dangers.
200. Defendant Leithauser, acting under color of law, affirmatively created or increased a known and foreseeable risk of harm to Plaintiff by:
- a. Operating his patrol vehicle over 63 mph in a 40 mph zone through a dimly lit intersection;
 - b. Failing to activate emergency lights or sirens despite policy and MCOLES standards requiring such warning devices;
 - c. Failing to brake until less than one second before colliding with Plaintiff;
 - d. Failing to take any evasive action to avoid the collision with Plaintiff;
 - e. Providing false and misleading statements to Troy Police investigators to obscure the extent of his conduct and negligence; and
 - f. Other such conduct that becomes known during the course of discovery in this matter.
201. These affirmative acts placed Plaintiff in a more dangerous position than he otherwise would have been and exposed him to grave risk of physical harm.
202. The danger to Plaintiff was foreseeable and resulted directly from the actions of Defendant Leithauser.
203. Defendant Leithauser's conduct demonstrated an intentional indifference to public safety.
204. Defendant's conduct demonstrated an intentional indifference to the safety of Plaintiff.



205. Defendant Leithauser's conduct was so egregious and arbitrary as to shock the conscience, in violation of Plaintiff's substantive due process rights under the Fourteenth Amendment.

206. As a direct and proximate result, Plaintiff sustained the aforementioned catastrophic injuries and constitutional violations, including but not limited to permanent paraplegia, orthopedic trauma, and emotional distress.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with interest, costs, and attorney fees under 42 U.S.C. §1988.

COUNT VII — Malicious Prosecution – State Law
(As to All Defendants)

207. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

208. Defendants pursued criminal prosecution against Plaintiff knowing the allegations were inconsistent with obtained facts, were without corroboration, and had been tainted by improper means.

209. Defendants brought the prosecution against Plaintiff with malice.

210. Defendants brought the prosecution against Plaintiff for vexation and trouble.

211. Defendants influenced and participated in the prosecution against Plaintiff to minimize professional harm to Defendant Leithauser.

212. As a result of the acts of Defendants, Plaintiff has suffered embarrassment and impairment of his reputation.

213. As a result of the acts of Defendants, Plaintiff was deprived of his liberty.

214. Plaintiff is entitled to treble damages pursuant to MCL 600.2907 for his injuries.

WHEREFORE, the Plaintiff requests this Honorable Court enter judgment against



Defendants, jointly and severally, in whatever amount to which he is entitled, together with the costs of this action.

COUNT VIII – Negligence – State Law (Common Law and MCL 500.3135)
(As to Defendant City of Troy and Defendant Leithauser)

215. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
216. At all material times herein, Defendant Leithauser owed a duty to Plaintiff to safely operate his patrol vehicle in a manner consistent with his training, and/or otherwise in adherence to the Motor Vehicle Code, MCL 257.1, et seq.
217. At all material times herein, Defendant Leithauser owed a duty of reasonable care while operating his patrol vehicle.
218. Contrary to the duties owed to Plaintiff, Defendant Leithauser, was negligent in several respects, including but not limited to the following:
- (a) Failing to abide by proper standards of care while operating an emergency vehicle in violation of MCL 257.632;
 - (b) Failing to give due regard for traffic rules, signals, and safety in the absence of any use of emergency lights and sirens, in violation of MCL 257.603;
 - (c) Failing to operate the motor vehicle on the roadway at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface, and width of the highway and of any other conditions, then existing, and/or in a manner in a manner and at a rate of speed that would permit the vehicle to be stopped within the assured, clear distance ahead, in violation of MCL 257.627;
 - (d) Operating a vehicle without regard for the right of way owed to Plaintiff, in violation of MCL 257.650;
 - (e) Operating a vehicle upon a highway in willful or wanton disregard for the safety of persons or property, in violation of MCL 257.626;
 - (f) Failing to exercise reasonable and ordinary care to keep careful and proper lookout so as to avoid striking other vehicles on the roadway;
 - (g) Failing to keep a motor vehicle constantly under control;
 - (h) Failing to stop the vehicle when Defendant knew or should have known that failure to do so would naturally and probably result in injury to Plaintiff;



- (i) Operating a motor vehicle in a careless or negligent manner likely to endanger any person or property, in violation of MCL 257.626b;
- (j) Holding or using a non-emergency or personal mobile electronic device while operating a motor vehicle, in violation of MCL 257.602b;
- (k) Failing to act in accordance with the moral character requirements of a law enforcement officer pursuant to MCL 28.609 and 42 U.S.C. 1983;
- (l) failing to exercise reasonable and ordinary care to keep lookout so as to avoid striking Decedent's vehicle; and
- (m) Any other violations of State Statute, City Ordinance or applicable law.

219. Defendant Leithauser further violated the following standards imposed by the Michigan Commission on Law Enforcement Standards (MCOLES):

- a. Failure to adhere to the standard of conduct expected of a law enforcement officer, in violation of Section 3.6.03(2) of the MCOLES Standards;
- b. Failure to observe the law enforcement code of ethics by engaging in conduct that compromises the officer's ability to perform as a law enforcement officer or that diminishes public trust, in violation of Section 3.6.03(5) of the MCOLES Standards;
- c. Failure to comply with MCOLES Manual and Emergency Vehicle Operation, and Vehicle Use Policy; and
- d. All other violations of MCOLES Standards, department policy, law enforcement best practices, and applicable law therein as may be discovered during the pendency of this case.

220. Defendant Leithauser's aforementioned acts and omissions constitute negligence.

221. As a direct and proximate result of the aforementioned conduct by Defendant Leithauser, Plaintiff was catastrophically injured.

222. As a direct and proximate result of the aforementioned conduct by Defendants, Plaintiff sustained a permanent serious impairment of bodily functions.



223. Defendant Leithauser was working in the scope of his employment at the time of the subject crash.

224. Defendant City of Troy is further vicariously liable for the negligent and tortious conduct of Defendant Leithauser in the scope of his employment.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with the costs of this action.

COUNT IX — Gross Negligence (State Law)
(As to Defendant City of Troy and Defendant Leithauser)

225. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.

226. Defendant Leithauser's conduct demonstrates a substantial lack of concern for whether injury would result, including:

- a. Driving 63mph in a 40mph zone;
- b. Failing to activate emergency lights or sirens;
- c. Failing to brake until 0.6 seconds before impact;
- d. Failing to take evasive maneuvers to avoid collision with Plaintiff; and
- e. Such other conduct as may be learned through discovery in this matter.

227. Defendant Leithauser's conduct constitutes gross negligence under MCL 691.1407 for which governmental immunity is not available.

228. Defendant Leithauser's grossly negligent conduct was the proximate cause of Plaintiff's injuries.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendants, jointly and severally, in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with the costs of this



action.

**Count X – Negligent Entrustment and
Owner’s Liability Pursuant to State Law (MCL 257.401, et seq)**
(As to Defendant City of Troy)

229. Plaintiff adopts and incorporates all preceding paragraphs as if fully set forth herein.
230. On the aforementioned date and time, Defendant City of Troy was the registered owner of the vehicle operated by Defendant Leithauser involved in the subject incident herein.
231. That on the aforementioned date and time, the Defendant City of Troy knowingly, willingly and negligently allowed same to be driven, operated, managed and/or controlled by Defendant Leithauser.
232. Defendant City of Troy did not take any action against Defendant Leithauser’s privilege to operate a patrol vehicle despite being involved in another motor vehicle crash in the months before the subject crash here.
233. That on the aforementioned date and time, the Defendant City of Troy knew or should have known that said Defendant Leithauser would not be able to control said vehicle in a safe and careful manner in accordance with the Motor Vehicle Code of the State of Michigan and the Common Law and the Ordinances for the City where the incident occurred, in direct disregard for the safety of the Plaintiff.
234. That on the aforementioned date and time, the Defendant City of Troy negligently entrusted its vehicle to Defendant Leithauser.
235. The Defendant City of Troy failed to observe the pertinent provisions of the Michigan Owners Liability Statute, MCL 257.401 et seq.
236. That on the aforementioned date and time, Defendant Leithauser was acting with the express and/or implied consent of Defendant City of Troy.
237. That as a direct and proximate result of the acts and/or omissions constituting negligence by Defendant Leithauser, with the express and/or implied consent of Defendant City of



Troy as hereinbefore set forth, described and alleged, Plaintiff suffered the aforementioned damages and injuries.

238. That Defendant City of Troy is liable for Plaintiff's aforementioned injuries and damages as the owner of the vehicle operated by Defendant Leithauser pursuant to MCL 257.401, et seq.

WHEREFORE, Plaintiff requests this Honorable Court enter Judgment against Defendant in whatever amount is fair, just, and equitable for the injuries and damages, compensatory and punitive, so wrongfully sustained by Plaintiff together with the costs of this action.

PRAYER FOR RELIEF

Plaintiff respectfully requests this Honorable Court to enter a total judgment in the amount of fifty million dollars (\$50,000,000.00) against the Defendants, jointly and severally, as stated and provided for herein.

PLAINTIFF'S DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a Trial by Jury as to all triable issues in the above-entitled cause of action, pursuant to the 7th Amendment to the United States Constitution and 42 U.S.C. § 1983.

Respectfully submitted,
LAW OFFICES OF JASON A. WAECHTER

/s/ Aaron R. Martinez
AARON R. MARTINEZ (P86228)
JASON A. WAECHTER (P47651)
Attorneys for Plaintiff
19080 W. Ten Mile Rd, 2nd Fl
Southfield, MI 48075
(248) 355-4701

Dated: September 5, 2025

LAW OFFICES OF JASON A. WAECHTER
19080 W. TEN MILE ROAD, SOUTHFIELD, MI 48075
TELEPHONE 248.355.4701 • FACSIMILE 248.281.0006



A meeting of the Troy Election Commission was held April 7, 2025, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 2:02 PM.

Roll Call:

PRESENT: Steve Sadlier, M. Aileen Dickson, Ray Watts

Approval of Minutes:

Resolution # EC-2025-04-001

Motion by Sadlier

Seconded by Watts

RESOLVED, That the following Meeting Minutes are **APPROVED** as submitted:

- Election Commission Meeting Minutes – October 14, 2024
- Election Coordinating Committee – January 23, 2025

Yes: All-3

No: None

MOTION CARRIED

Recommendation to Troy City Council for Approval of the City of Troy Precinct Boundaries and Polling Locations

Resolution # EC-2025-04-002

Motion by Watts

Seconded by Sadlier

WHEREAS, The City of Troy has 37 precincts and 20 polling locations, as established in 2022; and,

WHEREAS, Michigan Election Law requires that the precinct boundaries must be approved by the Troy Election Commission prior to the approval of the Troy City Council;

THEREFORE, BE IT RESOLVED, That the Troy Election Commission hereby **APPROVES** the proposed precinct boundaries and polling locations, which will reduce the number of precincts to 27 and the number of polling locations to 18, as submitted by the Troy City Clerk, and **RECOMMENDS** approval to Troy City Council.

Yes: All-3

No: None

MOTION CARRIED

Public Comment: None

Adjournment:

The meeting was **ADJOURNED** at 3:09 PM.



M. Aileen Dickson, MMC, MiPMC3
City Clerk

A Meeting of the Civil Service Commission (Act 78) was held Tuesday, July 1, 2025 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 12:30 PM.

A. **ROLL CALL:** Chairman/President Donald E. McGinnis, Jr.
Commissioner David Cannon-Absent
Commissioner John Steele

B. **APPROVAL OF MINUTES:**

1. **Approval of Minutes of Monday, June 2, 2025**

Resolution #CSC-2025-07-009
Moved by Steele
Seconded by McGinnis

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Monday, June 2, 2025, meeting as presented.

Yes: McGinnis, Steele
No: None
Absent: Cannon

MOTION CARRIED

C. **PETITIONS AND COMMUNICATIONS:** None

D. **REPORTS:** None

E. **OLD BUSINESS:** None

F. **NEW BUSINESS:**

1. **Approval of Eligible List for Promotion from Employed Police Recruit to Police Officer**

Resolution #CSC-2025-07-010
Moved by Steele
Seconded by McGinnis

That the Civil Service Commission (Act 78) **APPROVES** the eligible list for promotion from Employed Police Recruit to Police Officer as presented.

Yes: Steele, McGinnis
No: None
Absent: Cannon

MOTION CARRIED

2. Approval of Eligible List for Police Sergeant

Resolution #CSC-2025-07-011
Moved by Steele
Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Sergeant as presented.

Yes: McGinnis, Steele
No: None
Absent: Cannon

MOTION CARRIED

G. PUBLIC COMMENT:

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 12:34 PM.



Donald E. McGinnis, Jr., Chairman



M. Aileen Dickson, City Clerk

Vice Chair Malalahalli called the Regular meeting of the Troy City Planning Commission to order at 7:01 p.m. on August 12, 2025, in the Council Board Room of the Troy City Hall. Vice Chair Malalahalli presented opening remarks relative to the role of the Planning Commission and procedure for tonight’s meeting.

1. ROLL CALL

Present:

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

Absent:

Marianna Perakis

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2025-08-043

Moved by: Fox
Support by: Faison

RESOLVED, To approve the agenda as prepared.

Yes: All present (8)
Absent: Perakis

MOTION CARRIED

3. APPROVAL OF MINUTES – July 22, 2025

Resolution # PC-2025-08-044

Moved by: Lambert
Support by: Krent

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

Yes: All present (8)
 Absent: Perakis

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

CONDITIONAL REZONING

5. PUBLIC HEARING - CONDITIONAL REZONING (JPCR2025-007) – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) and EP (Environmental Protection) Districts

Mr. Savidant reviewed the history and timeline of events regarding the Conditional Rezoning application up to this point and for consideration this evening of a Revised and Restated Conditional Rezoning Agreement and Revised Preliminary Site Plan for Wesley Park. He addressed:

- Voluntary offers by the applicant.
- Conditional Rezoning Agreement.
- Open Space Preservation Easement.
- Preliminary Site Plan.
- Engineering plans.

Mr. Savidant said Planning supports the application and recommends that the Planning Commission recommends to the City Council approval of the Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan.

Brad Botham of M/I Homes said the revised application is in the same spirit as the originally approved application. He addressed building materials, architectural design and building height, noting the building height is slightly lower than the original plan. Mr. Botham said there are no changes in the easements and setbacks and addressed an increase in the proposed landscaping. Mr. Botham said changes to the plan basically relate to marketability of the product and efficiency in construction build time.

Some comments during discussion related to the following:

- Similarities and differences between original plan and resubmitted plan.
- Revisions to the plan should be reflected on the Site Plan prior to consideration by the City Council.
- Email communication from resident Cynthia Green relating to differences in landscaping, architectural design and building height from original plan.
- Zoning Ordinance site plan requirements are met.
- Voluntary conditions are within parameters of the originally approved plan.

PUBLIC HEARING OPENED

- Jim McCauley, 4435 Harold, Troy; spoke on behalf of the Shallowbrook Homeowners Association (HOA). He addressed two changes in the Revised and Restated Conditional Rezoning Agreement (Article 3, Sections 3.1.k and 3.1.l). Mr. McCauley said he thoroughly reviewed the current submittal and reached out to the developer, the Planning Department, neighbors and the HOA. He said only one resident expressed opposition. Mr. McCauley stated the HOA supported the previously approved plan and is in support of the revised application before the Board this evening.
- Jon Hughes, 4495 Harold, Troy; addressed concerns with the shielding of vehicular headlights onto his property.

PUBLIC HEARING CLOSED

There was discussion on existing and proposed landscaping.

Mr. Botham said he would take into consideration the grading of the property and utility locations and provide appropriate screening to alleviate any potential light pollution for the home at 4495 Harold.

Resolution # PC-2025-08-045

Moved by: Fox

Support by: Buechner

WHEREAS, on June 14, 2021 City Council approved a Conditional Rezoning Agreement for a 32-unit townhome development proposed by the Applicant, MNK Troy 1 LLC; and

WHEREAS, Applicant MNK Troy 1 LLC voluntarily offered a number of conditions, including restricting the number of units to 32 units; and

WHEREAS, On June 21, 2021 the Planning Commission granted Preliminary Site Plan Approval for a 32-unit townhome development known as Shallowbrook Townhomes; and

WHEREAS, The Conditional Rezoning Agreement expired on February 8, 2025 because the developer did not diligently pursue and substantially complete the project in accordance with the City’s Zoning Ordinance; and

WHEREAS, Applicant MNK Troy 1 LLC subsequently partnered with M/I Homes and together these entities submitted a proposed Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan for Wesley Park, a 32-unit townhome development; and

WHEREAS, The proposed Revised and Restated Conditional Rezoning Agreement is consistent with the original Conditional Rezoning Agreement, which was supported by and created with input from representatives of the neighboring Homeowners Association; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Preliminary Site Plan for Shallowbrook Townhomes which was approved in 2021; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Revised and Restated Conditional Rezoning Agreement, including voluntarily offered conditions intended to reduce the impact of the development on neighboring properties; and

THEREFORE, BE IT RESOLVED, Planning hereby **RECOMMENDS approval** of the Revised and Restated Conditional Rezoning Agreement and related attachments; and

BE IT FURTHER RESOLVED, Planning Commission **RECOMMENDS** that Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Wesley Park Townhomes, 32 units, be **granted**.

Discussion on the motion on the floor.

The applicant was advised to present to City Council a clean Site Plan and Landscape Plan along with a detailed memorandum that complements the revised application.

The Planning Commission would like to see enhancement of the landscaping, especially for the resident at 4495 Harold and any other neighbors who might be affected.

Vice Chair Malalahalli complimented the architectural design and color scheme.

Vote on the motion on the floor.

Yes: All present (8)
Absent: Perakis

MOTION CARRIED

OTHER ITEMS

6. ZONING ORDINANCE TEXT AMENDMENT (File Number 258) – Neighborhood Node Revisions

Mr. Carlisle briefly reviewed the three site types proposed for Neighborhood Node zoning districts. He presented recommendations of the steering committee on Neighborhood Nodes to be removed and rezoned and Neighborhood Nodes to remain as nodes.

Nodes recommended to be removed and rezoned.

- Dequindre and Fourteen Mile (rezone to IB)
- Wattles and Rochester (rezone to GB)
- Wattles and Livernois (rezone to CB, RT and CF)
- Long Lake and Rochester (rezone to GB)
- Long Lake and Livernois (rezone to GB)
- Rochester and South Blvd (rezone to GB and CB)

Nodes recommended to remain designated as Neighborhood Nodes.

- Maple and Dequindre
- Maple and John R
- Big Beaver and Dequindre
- Wattles and Dequindre
- Wattles and John R
- Crooks and Wattles
- Long Lake and Dequindre
- Long Lake and John R
- Square Lake and Dequindre
- Square Lake and John R
- Square Lake and Rochester
- Square Lake and Livernois
- John R and South Blvd
- Livernois and South Blvd
- Crooks and South Blvd

Mr. Carlisle addressed the proposed reassignment of remaining nodes to Site Type A, B, or C based on size, adjacency to residential neighborhoods and redevelopment context.

Mr. Carlisle fielded questions from the Board. He addressed the process of reclassification of site types.

- Purview of the Planning Commission.
- Schedule a Public Hearing.
- Reclassification must be within the boundaries.
- Reclassification is prior to any site plan approval.
- Site types can either be combined or separated.

Two email communications received in the Planning Department were addressed by the administration.

- Brian Wattles, 3864 Livernois (Wattles and Livernois, specifically one parcel)
- Gerald Rauch, 4187 Penrose (Wattles and Crooks)

Mr. Carlisle addressed the next discussion points and procedural process for adoption.

7. PUBLIC COMMENT – For items on the Agenda

Mr. Savidant clarified the following four speakers spoke on a proposed development application at the southwest corner of Crooks and Wattles that is currently in the Planning review process.

- Mike Wanstreet, 1141 Provincial, Troy; expressed support for a proposed multi-family project.
- Naveen Nagappala, 3931 Fadi, Troy; said he and Stonehaven neighbors support a residential project.

- Nathan Belill, 1048 Salma, Troy; expressed support of a single family attached residential product.
- Kamal Shouhayib of The Choice Group, 2265 Livernois, Troy; addressed his proposed residential development at Crooks and Wattles.
- Mukesh Mangla of Premium Development Group; addressed the three parcels to the east of the Crooks and South Blvd Neighborhood Node zoning district. He would like the parcels to remain in the Neighborhood Node zoning district because the parcels were purchased as part of the node.

8. PLANNING COMMISSION COMMENT

Mr. Savidant announced the City Council granted approval with a 9-0 vote of the Northland Enclave Conditional Rezoning application.

Mr. Savidant shared that Commissioners Fox, Lambert and Krent are attending the American Planning Association (APA) Conference on October 22-24, 2025.

Mr. Carlisle addressed Mr. Mangla’s comments relating to the specified parcels east of the South Blvd and Crooks Neighborhood Node.

Mr. Krent announced there is an Oakland County Planners’ Gathering online seminar on Wednesday, August 27, from 10 a.m. to 11 a.m.; the topic is Special Assessments.

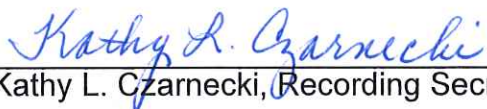
9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:29 p.m.

Respectfully submitted,



Lakshmi Malahalli, Vice Chair



Kathy L. Czarnecki, Recording Secretary

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:02 p.m. on August 26, 2025, in the Council Board Room of the Troy City Hall. Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure for tonight’s meeting.

1. ROLL CALL

Present:

- Toby Buechner
- Carlton M. Faison
- Tyler Fox
- Michael W. Hutson
- Tom Krent
- David Lambert
- Marianna Perakis

Absent:

- Lakshmi Malalahalli
- John J. Tagle

Also Present:

- Ben Carlisle, Carlisle Wortman & Associates
- R. Brent Savidant, Community Development Director
- Salim Huerta Jr., Planner I
- Julie Quinlan Dufrane, Assistant City Attorney
- Aileen Dickson, City Clerk
- Kathy L. Czamecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2025-08-046

Moved by: Fox
Support by: Buechner

RESOLVED, To approve the agenda as prepared.

Yes: All present (7)
Absent: Malalahalli, Tagle

MOTION CARRIED

3. APPROVAL OF MINUTES – August 12, 2025

Resolution # PC-2025-08-047

Moved by: Buechner
Support by: Krent

RESOLVED, To approve the minutes of August 12, 2025 Regular meeting as submitted.

Yes: All present (7)
 Absent: Malalahalli, Tagle

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PLANNING COMMISSION TRAINING

5. ROBERT’S RULES OF ORDER NEWLY REVISED – Presentation by Aileen Dickson, City Clerk

City Clerk Dickson gave a PowerPoint presentation on a condensed version of the newly revised 12th edition of the Robert’s Rules of Order, what she described as a real world, day-to-day version of what the Planning Commission might encounter in its meetings.

The presentation outlined:

- Four core principles
 - Quorum
 - Equality
 - Decorum
 - Majority Rule
- Motions
 - Main and Subsidiary
 - Samples of common motions

A question and answer period followed.

SPECIAL USE APPROVAL

6. PUBLIC HEARING - SPECIAL USE APPLICATION (SU JPLN2025-0016) – Proposed Big Beaver Mixed Use, South side of Big Beaver, East of I-75 (575 W Big Beaver, PIN 88-20-28-203-035), Section 28, Currently Zoned BB (Big Beaver) District

Mr. Carlisle reviewed the Big Beaver Mixed Use application. He addressed:

- Apartment, hotel and retail components.
- Parking; shared, during and post construction, OHM (City Traffic Consultant) review.
- Apartment and hotel shared amenities and lobbies.
- Elevations, building materials and renderings.
- Design and architectural features as relate to the Big Beaver Corridor Study, Master Plan, and Zoning Ordinance Sections 5.04 E Big Beaver Design Standards, 8.06 Site Plan Review Design Standards and 9.03 Special Use Standards.

In summary, Mr. Carlisle expressed support for the proposed development citing its reuse of an underutilized parking lot and achieving significant advances toward the goals of the Big Beaver Corridor Study, Master Plan and Zoning Ordinance. Mr. Carlisle asked the Planning Commission in its deliberations to consider the architectural features as they relate to its prominent location and gateway to the City.

Present were Applicant Dorayd “Ray” Bacall, Project Architect Scott Bowers of Bowers+Associates, and Project Engineer David Hunter of PEA Group.

Some comments during discussion related to the following:

- Hotel and apartment amenities.
- Hotel and apartment lobbies; internal connection, key card option.
- Architectural/design features; enhance prominence to building exterior on Big Beaver, accentuate outdoor activity space and gateway to the City.
- Illumination of the building; nighttime hours.
- Hotel brand; well-defined directional signage.
- Retail space; potential uses, designated parking spaces.
- Pedestrian sidewalk; continue around entire building, add lighting.
- Apartment units; rental, unfurnished.
- Landscape enhancement; complement landscaping provided by DDA (Downtown Development Authority).

Mr. Bowers approached the visual screen to address detailed exterior and interior architectural features, design and amenities.

Chair Perakis opened the Public Hearing. Acknowledging there was no one who wished to speak, Chair Perakis closed the Public Hearing.

Resolution # PC-2025-08-

Moved by: Krent

Seconded by: Fox

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Big Beaver Mixed Use, South side of Big Beaver, east of I-75 (575 W Big Beaver), Section 28, Currently Zoned BB (Big Beaver) District, be **granted**, subject to the following condition:

1. Add a sidewalk on the west side of the building to continue the walkway around the entire building.

Discussion on the motion on the floor.

During discussion the following amendments were proposed.

MOTION TO AMEND Agenda Item 6 SPECIAL USE APPLICATION (SU JPLN2025-0016) – Proposed Big Beaver Mixed Use, South side of Big Beaver, East of I-75 (575 W Big Beaver, PIN 88-20- 28-203-035), Section 28, Currently Zoned BB (Big Beaver) District

Resolution # PC-2025-08-048

Moved by: Fox
Support by: Perakis

RESOLVED, To amend the motion to include an indoor connection between the apartment lobby space and the hotel lobby space.

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

MOTION CARRIED

MOTION TO AMEND Agenda Item 6 SPECIAL USE APPLICATION (SU JPLN2025-0016) – Proposed Big Beaver Mixed Use, South side of Big Beaver, East of I-75 (575 W Big Beaver, PIN 88-20- 28-203-035), Section 28, Currently Zoned BB (Big Beaver) District

Resolution # PC-2025-08-049

Moved by: Krent
Support by: Buechner

RESOLVED, To amend the motion to (1) add a canopy over the retail space and enhance the primary entrance on Big Beaver; (2) include windows on the east side that mimic the windows on the west side of the building.

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

MOTION CARRIED

MOTION TO AMEND Agenda Item 6 SPECIAL USE APPLICATION (SU JPLN2025-0016) – Proposed Big Beaver Mixed Use, South side of Big Beaver, East of I-75 (575 W Big Beaver, PIN 88-20- 28-203-035), Section 28, Currently Zoned BB (Big Beaver) District

Resolution # PC-2025-08-050

Moved by: Lambert
Support by: Fox

RESOLVED, To enhance the pedestrian lighting and other building lighting through administrative work between the planning office and the petitioner.

Yes: All present (7)
Absent: Malalahalli, Tagle

MOTION CARRIED

Agenda Item 6 SPECIAL USE APPLICATION (SU JPLN2025-0016) – Proposed Big Beaver Mixed Use, South side of Big Beaver, East of I-75 (575 W Big Beaver, PIN 88-20-28-203-035), Section 28, Currently Zoned BB (Big Beaver) District

Resolution # PC-2025-08-051

RESOLVED, That Special Use Approval and Preliminary Site Plan Approval for the proposed Big Beaver Mixed Use, South side of Big Beaver, east of I-75 (575 W Big Beaver), Section 28, Currently Zoned BB (Big Beaver) District, be **granted, as amended**.

Yes: All present (7)
Absent: Malalahalli, Tagle

MOTION CARRIED

OTHER ITEMS

7. **PUBLIC COMMENT** – For items on the Agenda

There was no one present who wished to speak.

8. **PLANNING COMMISSION COMMENT**


There were general Planning Commission comments.

Ms. Dufrane encouraged the Board to be mindful in their deliberations on Special Use applications to identify their findings and conclusions.

9. **ADJOURN**

The Regular meeting of the Planning Commission adjourned at 8:35 p.m.

Respectfully submitted,



Marianna J. Perakis, Chair



Kathy L. Czarnecki, Recording Secretary



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 24, 2025
To: Frank Nastasi, City Manager
From: Robert J. Bruner, Deputy City Manager
Courtney Flynn, Communications Director
Subject: 2025 Bond Proposal Communications Plan Updates

Background

The Troy City Council approved ballot language at its July 14 meeting that allows residents to shape the City's future. The ballot proposal for the November 4, 2025, election asks if the City of Troy shall borrow up to \$137 million, to be paid back over 20 years, to build a new library, improve local roads, invest in parks and recreation amenities, and support public safety.

The City Council's decision to place this question on the November ballot came after more than a year of research and public meetings regarding the City's infrastructure needs. Supporting information that identified the City's needs to provide additional investment into its infrastructure includes the Troy Public Library's Strategic Plan, the decline of the City's capital property tax revenue, the overall age of City infrastructure, and evaluations of City roads, facilities, and parks.

To best inform and engage the public on why the bond proposal was placed on the ballot and what it would mean for the community if it is approved or denied by voters, a detailed Communications Plan has been put into motion. The purpose of this memo is to provide regular updates on the Communications Plan by describing what actions have been taken every week to disseminate bond proposal information.

Week of July 14:

The Bond Proposal webpage went live. This page has all updated project information, FAQs, and access to all City Council meetings where the proposed bond was discussed.

Two social media posts were published.

Announcement of Bond Proposal:

- Views: 17,190
- Comments: 14

Announcement of Bond Webpage going live:

- Views: 3,142
- Comments: 3



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CITY COUNCIL AGENDA ITEM

C&G Newspaper publishes article:

<https://www.candgnews.com/news/council-approves-137-million-bond-proposal-for-november-ballot-8799>

One social media post

Bond Proposal \$137 Million breakdown of the \$137 million

- Views: 17,190
- Comments: 152

Week of July 28:

Bond trifolds made available to the public in City facilities and on the 2025 Bond webpage.

Troy Talk, previously held on July 30, will be rebranded as “Bond Talk” moving forward, until the election.

An email for general bond questions was created and made public on the website (2025bond@troymi.gov).

Business cards with QR codes to the website have been ordered for distribution at events and in City buildings.

Two social media posts

Bond Proposal Breakdown: Yes v No Vote

- Views: 11,094
- Comments: 70

How to calculate how the bond would impact you

- Views: 10,260
- Comments: 42

Oakland Press publishes article:

<https://www.theoaklandpress.com/2025/07/31/troy-voters-to-decide-bond-initiative-that-includes-new-library/>

Two Troy Today informational ads have been finalized and sent to the printer.

The website host was contacted to improve the appearance and usability of the Bond webpage.



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CITY COUNCIL AGENDA ITEM

Six social media posts

Project Breakdown Library

- Views: 18,323
- Comments: 85

Project Breakdown Roads

- Views: 9,373
- Comments: 64

Announcement of Town Hall at TPL on Aug. 14

- Views: 2,427
- Comments: 0

Project Breakdown Parks and Rec

- Views: 11,094
- Comments: 70

Project Breakdown Public Safety

- 5,160 views
- 34 comments

Check out the Bond website for FAQs and more

- 8,381 views
- 75 comments

The library e-newsletter was sent to subscribers with information regarding the library portion of the proposed bond.

Citizen Engagement Schedule finalized and published on troymi.gov/2025.

Community Engagement Opportunity: Aug. 7 @ Summer Concert Series

- Staff engaged with concert attendees, many of whom who were unaware of the bond proposal. Informational flyers and pamphlet were handed out to increase education.

Week of Aug. 10:

Two social media posts

Comparison of Troy's City taxes v other communities

- Views: 11,828
- Comments: 33

Aug. 14 Town Hall Reminder

- Views: 2,585
- Comments: 0



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CITY COUNCIL AGENDA ITEM

Aug. 14 2025 Bond Town Hall at the Troy Public Library

- There were about 20 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, there was a healthy question and answer session, with the below questions asked. Staff from the City Managers Office, Library, Finance, Recreation, Public Works, Police, and Communications all attended the Town Hall to assist in answering detailed questions. The questions listed below will be added the FAQs and uploaded to the website soon.

2025 Bond Proposal Informational flyer sent to printer to be inserted in utility bills for the months of August, September and October. This insert will reach 27,175 homes.

2025 Bond Information Poster Boards sent to print. Expected to be displayed in City Hall, Community Center, Library and DPW beginning the week of Aug. 25. One will also be used at community engagement events.

Week of Aug. 18:

Six social media posts

Bond FAQ: Grant Funding for the City

- Views: 4,302
- Comments: 36

Library Tour Information

- Views: 3,773
- Comments: 0

Bond Talk Information

- Views: 3,263
- Comments: 4

Sept. 2 Town Hall Promotion

- Views: 2,805
- Comments: 4

Size needs for TPL

- Views: 14,887
- Comments: 243



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CITY COUNCIL AGENDA ITEM

Aug. 20 2025 Bond Community Engagement Session
at Summer Concert Series in Stine Park

Email sent to HOAs with information on Community
Engagement sessions and general bond proposal
information.

Week of Aug. 25:

Two social media posts
Bond Talk Advertisement

- Views: 2,096
- Comments: 4

Sept. 2 Town Hall Promo

- Views: 3,893
- Comments: 12

Bond Talk was held at Percent Coffee on Aug. 27.

Poster Boards with Bond information placed in City
buildings.

Week of Sept. 1:

Three social media posts
Bond Brochure Highlight

- Views: 6,060
- Comments: 54

Roads FAQ

- Views: 6,404
- Comments: 58

Bond Proposal Breakdown: Yes v No Vote

- Views: 7,877
- Comments: 117

Bond Town Hall Held at Community Center on Sept. 2.

- There were about 10 attendees who listened to a 20-minute presentation from City Manager Frank Nastasi, which covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. There was also a healthy question-and-answer session. Town Hall to assist in answering detailed questions.



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CITY COUNCIL AGENDA ITEM

Week of Sept. 8:

Four social media posts

Bond Talk Advertisement

- Views: 5,893
- Comments: 18

Engagement Schedule

- Views: 3,215
- Comments: 4

Library Tour Information

- Views: 5,666
- Comments: 5

Bond Tax Calculator

- Views: 5,876
- Comments: 16

- Bond Talk was held at Panera Bread on Sept. 10.
- A City of Troy Booth with Bond Information was staffed at Troy Daze Sept. 11-14.

Week of Sept. 15:

Two social media posts

Troy's Capital Tax Revenue

- Views: 13,275
- Comments: 133

Town Hall Promotion

- Views: 4,288
- Comments: 6

- Bond Information Booth at Senior Expo on Sept. 16

Week of Sept. 22:

Three social media posts

Town Hall Promotion

- Views: 2,983
- Comments: 57

Where Do Your Taxes Go?

- Views: N/A
- Comments: N/A

Troy Farm FAQ

- Views: N/A
- Comments: N/A



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CITY COUNCIL AGENDA ITEM

Sept. 23 2025 Bond Town Hall at the Troy Public Library

- There were about 25 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, there was a healthy question-and-answer session.

Staff continues to work on information materials for the bond proposal, such as new social media posts, and informational postcards to be mailed to Troy voters. The FAQ on the website is updated regularly, with the newest version being posted on Fridays. Library tours continue to be advertised and provided to interested parties.