



## CITY COUNCIL AGENDA ITEM

---

Date: July 9, 2015

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development  
Steven J. Vandette, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request to Accept an Offer to Purchase a City Owned Remnant Parcel on Livernois Road at Cutting, Section 10, Sidwell #88-20-10-101-018

---

### **History**

The City of Troy owns a remnant parcel of land located on the east side of Livernois Road, south of Square Lake Road at Cutting Boulevard. The site was once home to Old Fire Station #2.

The vacant parcel is approximately 14,670 square feet in size (0.34 acres) with 88.79 feet along Livernois Road and 162.26 feet on Cutting Boulevard. The property is zoned O-Office Use.

At its April 7, 2014 meeting, City Council determined that the best use of this property would be to combine it with an adjacent parcel. City Council approved the sale of this parcel without obtaining a sealed bid (Resolution #2014-04-040) in accordance with Resolution #2007-01-028 Policy Governing Disposal (Sales) of Excess City Owned Remnant Property.

To meet one of the requirements for disposal/sale of excess City property, the Parks and Recreation Advisory Committee reviewed this parcel for any park potential, determined there was no use as a park, but asked if Fire Station #2 might want to mark this site with a memorial. Fire staff declined this suggestion.

The property was previously offered for public bid in 2004 with no bids received. Subsequent inquiries to staff from potential buyers yielded no offers because of the limited potential for development if not combined with an abutting property.

The City owned parcel abuts two parcels. Engineering staff contacted both abutting property owners informing them that the property was available for purchase.

### **Financial**

R.S. Thomas and Associates, an appraisal firm contracted by the City, determined a market value of \$59,000.00. Staff notified the adjacent property owners of the value determination. The property owner to the east originally indicated an interest in submitting a purchase offer, but subsequent conversations and additional correspondence have not resulted in an offer to purchase from this owner.

The owner to the south, Mr. Walter E. Boyd, has made an offer to purchase the City owned parcel for \$30,000, an amount below the value determined by an appraiser.

## **Recommendation**

City Management recommends that City Council accept the attached *Offer to Purchase* City owned property from Mr. Walter E. Boyd for the amount of \$30,000, because of the increased development potential if combined with an adjacent property.

# Remnant Parcel: 88-20-10-101-018

## Parcel B Notes

0.34 acres

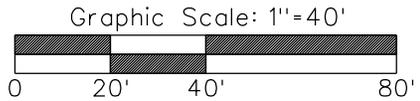
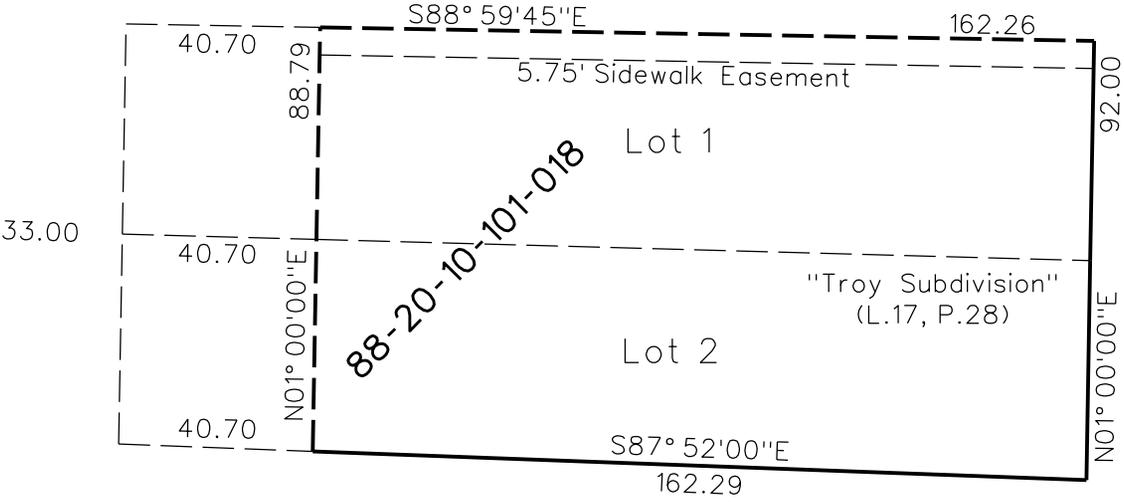
Zoning

Office  
(O)



# Cutting Blvd. (48.5' Wide)

Livernois Rd.  
Section Line



**CITY OF TROY**  
OAKLAND COUNTY, MICHIGAN

Exhibit of Old Fire Station #2  
Remnant Parcel B  
88-20-10-101-018

FILE: 88-20-10-101-018_Parcel B.DGN			
SCALE	DRAWN BY	NAME GJBIII	DATE 07-30-14
HOR. 1"=40'	CHECKED BY	NAME	DATE XX-XX-XX
VER. 1"=X'	STEVEN J. VANDETTE, P.E. CITY ENGINEER		SHEET NO. 10F2 JOB NO. N/A

Document Prepared By  
George J. Ballard III, P.S.  
Land Surveyor

DATE	REV.
CONTRACT NO. N/A	

**Vote on Resolution to Amend Disposal/Sale of Excess Property as Amended**

Resolution #2007-01-028

Moved by Stine

Seconded by Lambert

WHEREAS, The City Council of the City of Troy endeavors to attain the highest and best land use, effective growth control measures and to enhance the health, safety and welfare of the community; and

WHEREAS, Chapter 12 of the Troy City Charter requires that..."in all sales or purchases in excess of \$10,000, (a) the sales or purchases shall be approved by the City Council, (b) sealed bids shall be obtained, except where the City Council shall determine that an emergency exists or that the public interest will be best served without obtaining sealed bids...";

THEREFORE, BE IT RESOLVED, That the City Council of the City of Troy **MAY DETERMINE** that the public interest will best be served without obtaining sealed bids for the sale of remnant parcels which remain after required right-of-way or excess property is taken when a purchase agreement is offered to the City of Troy by a prospective buyer which:

1. Has submitted evidence of ownership or control of an assembly of adjoining land of sufficient size so as to achieve what is believed to be the best possible development as determined by the City Council after review and recommendation from the City Manager.
2. Has submitted a conceptual site plan, which has been drawn to sufficient detail to indicate any and all features such as setbacks, parking and access, storm water detention and building height, which are governed by codes of the City of Troy.
3. Is accompanied by a petition for rezoning, if necessary, in compliance with the Master Land Use Plan of the City of Troy as being the most appropriate land use.
4. Commits the prospective buyer to a purchase price of at least a value established by an appraiser named by the Real Estate and Development Department of the City of Troy.
5. During the site plan review, site plan is accompanied by architectural renderings of all buildings along with a description of building materials to permit evaluation by building quality.
6. Is accompanied by a draft of proposed deed restrictions prepared by the City of Troy which will be imposed upon the purchaser of the City-owned property.
7. Nothing in this resolution relieves the Purchaser/Developer of their obligation to adhere to any and all City Ordinances and development standards.

BE IT FURTHER RESOLVED, That staff will **PROVIDE** an analysis of the zoning and **PRESENT** the remnant parcel(s) to the Parks and Recreation Advisory Committee to review for possible use as parks prior to Council action on the offer to purchase; and

BE IT FURTHER RESOLVED, That if it is most probable that a rezoning will be requested, that an appraisal based on that subsequent rezoning also be submitted; and

BE IT FINALLY RESOLVED, That the City Council **RETAINS** discretionary authority to determine the applicability of this policy.

Yes: All-7

RECEIVED

JUN 26 2015

ENGINEERING

@ 2:47 pm. ka

OFFER TO PURCHASE  
CITY OF TROY  
REAL ESTATE

1. THE UNDERSIGNED, Walter E. Boyd whose address is 5900 LIVERNOIS, hereby offers and agrees to purchase from the City of Troy the following land situated in the City of Troy, Oakland County, Michigan, described as follows:

2.

Lots 1 and 2, except the west 40.70 feet, of "Troy Subdivision", as recorded in Liber 17 Page 28 of Plats, Oakland County records, being part of the Northwest 1/4 of Section 10, Town 2 North, Range 11 East, City of Troy, Michigan. Containing 0.34 Acres, more or less and being subject to all easements and matters of record.

**The City of Troy retains an easement for Sidewalk described as:**

The North 5.75 feet of Lot 1, except the west 40.70 feet, of "Troy Subdivision", as recorded in Liber 17 Page 28 of Plats, Oakland County records, being part of the Northwest 1/4 of Section 10, Town 2 North, Range 11 East, City of Troy, Michigan. Containing 0.02 Acres, more or less and being subject to all easements and matters of record.

Parcel Number: 20-10-101-018  
vacant Livernois Road at Cutting

and to pay therefore the sum of Thirty Thousand ~~Thousand~~ Dollars (\$ 30,000 ) subject to the existing building and use restrictions, easements, zoning ordinances, and other deed restrictions and conditions as specified herein.

THE SALE TO BE CONSUMMATED BY:

Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check made payable to the City of Troy.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance for information purposes. Purchase of Title Insurance shall be the option of the Purchaser at Purchaser's expense.
3. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within 30 days after delivery of the commitment of title insurance.

4. If objection to the title is made in the Commitment for Title Insurance or based upon a written opinion of Purchaser's attorney after examination of the Abstract that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed either (1) to fulfill the requirements in said commitment or to remedy the title defects set forth in said attorney's opinion or (2) to refund the deposit in full termination of this agreement or if unable to furnish satisfactory title. If the Seller is able to comply with such requirements or remedy such defects within the time specified as evidenced by written notification, revised commitment or endorsement to commitment, the Purchaser agrees to complete the sale within 10 days of receipt thereof. If the Seller is unable to furnish satisfactory title within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
5. Purchaser understands and agrees that although the property being conveyed may at the time of conveyance be tax exempt, that upon acceptance of this offer to purchase the property will be placed on the tax assessor's roll.
6. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
7. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE DESCRIBED PREMISES and is satisfied with the physical condition of structures and/or land thereon.
8. The closing of this sale shall take place at the offices of the City of Troy unless otherwise agreed.
9. Purchaser agrees to comply with Troy City Council Resolution #2007-01-028, a copy of which is attached, and understands that this sale is contingent upon City Council approval.
10. Deed Restrictions and Subsequent Conditions:
  - A. Construction shall take place only as indicated on any site plan submitted to and approved by the Building Department and Planning Department of the City of Troy and all construction shall conform to all codes of the City of Troy.
  - B. The property being conveyed herein is currently zoned and will be used only as it is defined in the Troy Zoning Ordinance as of March 18, 2013, and no other use or zoning will be permitted, said zoning currently being O – Office District.
  - C. The purchaser shall construct or pay for the construction of any and all improvements to public facilities or private improvements as required by ordinances or design standards of the City of Troy.
  - D. A violation of any of the above stated conditions shall cause the title of the property to automatically revert back to the City of Troy.
  - E. The covenants herein shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.
  - F. These deed restrictions shall be recorded with the deed at the Oakland County Register of Deeds office.

11. Additional Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN THE PRESENCE OF:

*[Handwritten signature]*

Purchaser

*Walter E. Boyd* L.S.

Date 6-24-15 Phone 248 879 0974 Address 5900 LIVEZ NAIS-

IN THE PRESENCE OF:

Seller- City of Troy

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ L.S.

Date \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer to purchase.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

L.S.