



TROY CITY COUNCIL

REGULAR MEETING

AGENDA

APRIL 18, 2016
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 W. Big Beaver
Troy, MI 48084
248.524.3300
troymi.gov

The Honorable Mayor and City Council Members

City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members:

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

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

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at bkischnick@troymi.gov or 989.233.7335 with questions.

Respectfully,

A handwritten signature in black ink that reads "B. K. L. K.", representing Brian Kischnick.

Brian Kischnick,
City Manager

2016 Strategies

We believe a strong community embraces diversity, promotes innovation, and encourages collaboration.

We strive to lead by example within the region.

We do this because we want everyone to choose Troy as their community for life.

We believe in doing government the best.

- 1** Create space for a customer service welcome center at the east entrance of City Hall.
- 2** Redesign the City of Troy website.
- 3** Review city ordinances to address outdated policies and explore the need for new ordinances.
- 4** Install recycling elements in city facilities.
- 5** Link civic center campus with a trail and pathway system.
- 6** Establish site development design standards to ensure quality.
- 7** Explore the development of civic center property by conducting a market study and developing a concept plan.
- 8** Launch the Global Troy Advisory Committee.
- 9** Enhance the pedestrian crosswalk and transportation shelters at Automation Alley.
- 10** Partner to establish a Big Beaver transportation service.



CITY COUNCIL AGENDA

April 18, 2016 – 7:30 PM
Council Chambers
City Hall - 500 West Big Beaver
Troy, Michigan 48084
(248) 524-3317

INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal 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 On Behalf of the City of Troy Employees' Casual for a Cause Program for the Months of November and December 2015, a Check in the Amount of \$869 Presented to Dr. Charles Main, Pediatric Oncologist, Beaumont Hospital, Scholarships for Pediatric Cancer Survivors (*Presented by: Cindy Stewart, Community Affairs Director*) 1

C-2 Proclamation to Declare April as Child Abuse Prevention Awareness Month Presented to Patricia Rosen, Executive Director of CARE House, and Wendy Gueth, Administrative Director of CARE House (*Presented by: Cindy Stewart, Community Affairs Director*) 1

C-3 Proclamation to Support the National Association of Letter Carriers Annual Food Drive Day on May 14, 2016 Presented to James Hunter, NALC Regional Food Drive Coordinator, and Alex Viviano, NALC Troy Food Drive Coordinator (*Presented by: Cindy Stewart, Community Affairs Director*) 1

C-4 Recognition by Troy City Council for Sanctuary Lake and Sylvan Glen Golf Courses. Sanctuary Lake was awarded Top Performer of the Year – The most successful facility based on financial performance. Sylvan Glen won the ACE Award – The facility that most embodies the ACE spirit of treating each guest to a fun and enjoyable golf experience by presenting a well-conditioned golf course,

friendly and welcoming service, and respect for each guest's time. *(Presentation to Aaron Konold, General Manager, Sanctuary Lake; Derick Marcum, General Manager, Sylvan Glen, and Jim Vandenberghe, Superintendent of Sylvan Glen and Sanctuary Lake by Mayor Dane Slater)* 2

D. CARRYOVER ITEMS: 2

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E-1 No Public Hearings 2

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R-1	No Closed Session Requested	19
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2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS: **20**

April 21, 2016	Special Study Session – Budget Discussions	20
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August 8, 2016	Joint Meeting–Troy City Council/Troy School Board	20
September 19, 2016	Joint Meeting–Troy City Council/Troy Chamber.....	20
October 24, 2016	Joint Meeting–Troy City Council/Troy Planning Commission ...	20

2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS: **20**

May 9, 2016	Regular Meeting.....	20
May 23, 2016	Regular Meeting.....	20
June 13, 2016	Regular Meeting	20
June 27, 2016	Regular Meeting	20
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July 25, 2016	Regular Meeting.....	20
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September 26, 2016	Regular Meeting.....	20
October 10, 2016	Regular Meeting	20
October 24, 2016	Regular Meeting	20
November 14, 2016	Regular Meeting.....	20
November 21, 2016	Regular Meeting.....	20
December 5, 2016	Regular Meeting.....	20
December 19, 2016	Regular Meeting.....	20

INVOCATION: Pastor Simion Timbuc from Bethesda Romanian Pentecostal Church**PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

- a) Mayor Dane Slater
Edna Abraham
Ethan Baker
Jim Campbell
Dave Henderson
Ellen Hodorek
Mayor Pro Tem Ed Pennington
- b) Excuse Absent Council Members:

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Joint Special City Council and Planning Commission Meeting and Regular City Council Meeting of April 18, 2016, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 On Behalf of the City of Troy Employees' Casual for a Cause Program for the Months of November and December 2015, a Check in the Amount of \$869 Presented to Dr. Charles Main, Pediatric Oncologist, Beaumont Hospital, Scholarships for Pediatric Cancer Survivors (*Presented by: Cindy Stewart, Community Affairs Director*)

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D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

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

In accordance with the Rules of Procedure for the City Council, Article 17 – Members of the Public and Visitors:

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. *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 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 Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes total to address Postponed, Regular Business, Consent Agenda or Study items or any other item on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items On the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any Troy resident or Troy business representative, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any topic not on the Agenda as permitted under the Open Meetings Act during the *Public Comment for Items Not on the Agenda from Troy Residents and Businesses* portion of the Agenda.
- Any member of the public who is not a Troy resident or Troy business representative shall be allowed to speak for up to three (3) minutes to address any topic on or not on the Agenda as

permitted under the Open Meetings Act during the *Comments 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)* portion of the Agenda.

- 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 and residency status (Troy resident, non-resident, or Troy business owner). If the speaker is addressing an Item (or Items) that appear 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 majority vote of the City Council members.
- 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.

The following has been approved by Troy City Council as a statement of the rules of decorum for City Council meetings. The Mayor will also provide a verbal notification of these rules prior to Public Comment:

The audience should be aware that all comments are to be directed to the Council rather than to City Administration or the audience. Anyone who wishes to address the Council is required to sign up to speak within thirty minutes before or within fifteen minutes of the start of the meeting. There are three Public Comment portions of the Agenda. For Items On the Agenda, Troy Residents and Business Owners can sign up to address Postponed, Regular Business, Consent Agenda, or Study items or any other item on the Agenda. Troy Residents and Business Owners can sign up to address all other topics under Items Not on the Agenda. All Speakers who do not live in Troy or own a Troy business may sign up to speak during the Comments on Items On and Not On the Agenda from Members of the Public Outside of Troy. Also, there is a timer on the City Council table in front of the Mayor that turns yellow when there is one minute of speaker time remaining, and turns red when the speaker's time is up. In order to make the meeting more orderly and out of respect, please do not clap during the meeting, and please do not use expletives or make derogatory or disparaging comments about any one person or group. If you do so, then there may be immediate consequences, including having the microphone turned off, being asked to leave the meeting, and/or the deletion of speaker comments for any re-broadcast of the meeting. Speakers should also be careful to avoid saying anything that would subject them to civil liability, such as slander and defamation.

Please avoid these consequences and voluntarily assist us in maintaining the decorum befitting this great City.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Brownfield Redevelopment Authority, Downtown Development Authority; b) City Council Appointments – Charter Revision Committee, Zoning Board of Appeals

a) Mayoral Appointments:

Suggested Resolution

Resolution #2016-04-

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:

Brownfield Redevelopment Authority

Appointed by Mayor

7 Regular Members

3 Year Term

Term Expires: 4/30/2019

Steve Gottlieb

Term currently held by:

Steve Gottlieb

Downtown Development Authority

Appointed by Mayor

13 Regular Members

4 Year Term

Term Expires: 9/30/2017

Kenny Koza

Term currently held by:

Vacancy – Albert Papa’s unexpired term (resignation)

Yes:

No:

b) City Council Appointments:

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

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

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 4/30/2019

Robert Berk

Term currently held by: Robert Berk

Term Expires: 4/30/2019

Shirley Kanoza

Term currently held by: Shirley Kanoza

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Term Expires: 4/30/2019

David Eisenbacher

Term currently held by: David Eisenbacher

Yes:

No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee; b) City Council Nominations – Animal Control Appeal Board, Charter Revision Committee, Employees’ Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust, Liquor Advisory Committee, Traffic Committee, Volunteer Firefighter Incentive Plan Board, Zoning Board of Appeals

a) Mayoral Nominations:

Suggested Resolution

Resolution #2016-04-

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:

Global Troy Advisory Committee

Appointed by Mayor
11 Regular Members
3 Year Term

Nominations to the Global Troy Advisory Committee:

Term Expires: Council Term _____ **City Council Member**

Term Expires: 4/30/2017 _____

Term Expires: 4/30/2017 _____

Term Expires: 4/30/2017 _____

Term Expires: 4/30/2018 _____

Term Expires: 4/30/2018 _____

Term Expires: 4/30/2018 _____

Term Expires: 4/30/2019 _____

Term Expires: 4/30/2019 _____

Term Expires: 4/30/2019 _____

Term Expires: 4/30/2019 _____

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Samman	Rouba	4/8/2018	

Volunteer Firefighter Incentive Plan Board

Appointed by Mayor
7 Regular Members
3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:

Term Expires: 4/30/2019 _____ **Citizen (Mayor Appt'd)**

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

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

Animal Control Appeal Board

Appointed by Council
5 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Carolan	Patrick	6/17/2015	9/30/2016	
Floch	Patrick	11/18/2016	9/30/2018	
Petrulis	Al	6/16/2017	9/30/2018	Traffic Comm exp 1/31/2017
Saeger	Jayne	10/15/2016	9/30/2017	
Vacancy			9/30/2017	P. Terry Knight's unexpired term

Nominations to the Animal Control Appeal Board:

Unexpired Term Expires: 9/30/2017

Term currently held by: Vacancy-P. Terry Knight term

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Murray	William	4/8/2018	
Waters	Gretchen	1/4/2018	

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Bartnik	Mark		04/30/2018	

Berk	Robert	2/27/2015	4/30/2016	Requests Reappointment
Bliss	Daniel	11/16/2013	4/30/2015	NO Reappointment
Howrylak	Frank	2/1/2014	4/30/2017	
Kanoza	Shirley	2/21/2015	4/30/2016	Requests Reappointment
Weisgerber	William	5/7/2017	4/30/2015	NO Reappointment
Wilsher	Cynthia	2/27/2016	4/30/2017	

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2018

Term currently held by: Daniel Bliss

Term Expires: 4/30/2018

Term currently held by: William Weisgerber

Interested Applicants:

No applications or resumes on file.

Employees' Retirement System Board of Trustees / Retiree Health Care Benefits Plan and Trust

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

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Calice	Mark	10/8/2017	12/31/2018	Council Appointed Citizen	Requests Reappointment
Darling	Thomas			Chapter 10	
Gordon II	Thomas	9/17/2015	12/31/2016	DB-Employee Rep.-Elected	
Henderson	Dave		4/15/2018		Requests Reappointment
Kischnick	Brian			Chapter 10	
Pallotta	Steven		12/31/2017	DC Employee Rep.-Elected	
Stansbury	Milt	11/2/2017	12/31/2018	DC Employee Rep.-Elected	
Vacancy			12/31/2016	Ex-Officio Retiree - William Need resigned 9/9/15	

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

Unexpired Term Expires: 12/31/2016

Term currently held by: Vacancy–Ex-Officio Retiree
Wm. Need resigned

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Owczarzak	Mark	4/13/2018	City of Troy Retiree

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 3
Comiskey	Ann	3/18/2016	1/31/2018	
Ehlert	Max	11/5/2016	1/31/2018	
Godlewski	W. Stan	12/14/2012	1/31/2017	
Gorcyca	David	12/6/2015	1/31/2017	
Hall	Patrick	11/24/2017	1/31/2016	NO Reappointment
Kaltsounis	Andrew	11/24/2017	1/31/2019	
Oberski	Jeff			
Payne	Timothy	2/8/2014	1/31/2018	

Nominations to the Liquor Advisory Committee:

Term Expires: 1/31/2019

Term currently held by: Patrick Hall

Interested Applicants:

No applications or resumes on file.

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Brandstetter	Tim	10/17/2016	1/31/2018		
Easterbrook	David	11/24/2017	1/31/2016		NO Reappointment
Huber	R. Mitch	6/10/2017	1/31/2016		
Huotari	William			Ex-Officio Member	
Kilmer	Richard	12/12/2015	1/31/2017		
Mayer	Gary			Ex-Officio Member	
Nelson	William			Ex-Officio Member	
Petrulis	Al	1/8/2016	1/31/2017	ACAB exp 9/30/2018	
Regan	Kathleen	3/26/2017	7/31/2016	STUDENT	
Wilsher	Cynthia	10/9/2016	1/31/2018		
Ziegenfelder	Peter	12/9/2015	1/31/2017		

Nominations to the Traffic Committee:

Term Expires: 1/31/2019

Term currently held by: David Easterbrook

Term Expires: 1/31/2019

Term currently held by: R. Mitch Huber

Interested Applicants:

No applications or resumes on file.

Volunteer Firefighter Incentive Plan Board

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:

Term Expires: No expiration

Brian Kischnick

City Manager

Term Expires: No expiration

Tom Darling

Dir. of Financial Services

Term Expires: Council Term

City Council Member

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Clark	Glenn	4/27/2017	4/30/2018			
Courtney	Kenneth	2/25/2015	4/30/2016			NO Reappointment
Desmond	Thomas	5/7/2017	4/30/2018			
Eisenbacher	David	3/16/2018	4/30/2016			Requests Reappointment
Kaltsounis	Orestis Rusty	10/8/2017	1/31/2018	Alternate	P&R BD exp 9/30/2018	Requests Reappointment
Kneale	A. Allen	3/9/2013	4/30/2017		ZBA exp 4/30/2017	
Lambert	Dave	3/10/2016	4/30/2017			
McCown	Paul D.	7/10/2015	1/31/2018	Alternate		
Sanzica	Philip	9/24/2014	12/31/2016	PC Rep on ZBA		

Nominations to the Zoning Board of Appeals:

Term Expires: 4/30/2019

Term currently held by: Kenneth Courtney

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Frisen	Sande	11/2/2017	
Sharp	John	3/28/2018	EDC exp 4/30/2015; LDFA exp 6/30/2016

Yes:

No:

I-3 No Closed Session Requested

I-4 Standard Purchasing Resolutions 1, 2 and 3 for Special Assessment District for the Paving of the Westerly 220 Feet of Cherry Street in Section 27 (Introduced by: Nino Licari, City Assessor)

a) Standard Resolution #1

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #1 to direct the preparation of plans and costs estimates for the Special Assessment to pay all or part of the cost of Asphalt Paving of Cherry in Section 27 Project No.14.907.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy.

Yes:

No:

b) Standard Resolution #2

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #2 to approve plans and cost estimates for a Special Assessment to pay all or part of the cost of Asphalt Paving of Cherry, in Section 27, Project No. 14.907.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy

Total Estimated Cost	\$91,013.00
Assessment	91,013.00
City's Share	0.00

BE IT FURTHER RESOLVED, That the City Assessor is hereby **ORDERED** and **DIRECTED** to prepare a Special Assessment Roll in accordance with Chapter 5 of the Code of the City of Troy.

Yes:

No:

c) Standard Resolution #3

Suggested Resolution

Resolution #2016-04-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #3 to set a Public Hearing date on the Special Assessment roll for Asphalt Paving of Cherry, in Section 27, Project No. 14.907.1, all pursuant to Chapter 5 of the Code of the City of Troy, with said Public Hearing to be established for May 9, 2016.

Yes:
No:

I-5 Agreement with North Woodward Community Foundation for Use of Public Property for “Troy Family Daze” Festival (*Introduced by: Tom Kaszubski, North Woodward Community Foundation Executive Director*)

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2016-04-
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 #2016-04-

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

- a) City Council Minutes-Draft – April 4, 2016

J-3 Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **APPROVES** the following City of Troy Proclamations:

- a) Child Abuse Prevention Awareness Month – April 2016
- b) National Association of Letter Carriers Food Drive Day – May 14, 2016

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Interoperability Repeater – Police Department**

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the sole bidder meeting specifications, *AMK Services, LLC of Johnstown, OH*, in the amount of \$38,240.00 as per the bid pricing and specifications contained in the original bid tabulation; 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 bid and contract documents, including insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 3: Exercise Renewal Option – Concrete Slab Replacement Program**

Suggested Resolution
Resolution #2016-04-

WHEREAS, On April 14, 2014, Troy City Council awarded a one-year contract to provide concrete slab replacement services with an option to renew for one (1) additional year to the low total bidder, *DiLisio Contracting, Inc. of Clinton Township, MI* (Resolution #2014-04-063-J-4a) and additionally approved the one (1) year extension with an increase that directly reflected the increase in all infrastructure trades in the Metro Detroit Area (Resolution #2015-03-039); and,

WHEREAS, The City of Troy has determined that *DiLisio Contracting, Inc.* meets all the terms and conditions of the original bid; and,

WHEREAS, *DiLisio Contracting, Inc.* has requested to exercise a two-year option to renew with keeping current pricing for the first year and a three (3) percent increase for the second year;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** it to be in the City's best interest to **EXERCISE** the option to renew the contract with *DiLisio Contracting, Inc. of Clinton Township, MI* to provide concrete slab replacement under the same contract terms, and conditions and pricing escalation as detailed in the letter sent from DiLisio Contracting, Inc. dated April 6, 2016, a copy of which will be **ATTACHED** to the Minutes of this meeting, contract to expire June 30, 2018.

c) **Standard Purchasing Resolution 4: National Joint Powers Alliance (NJPA) Cooperative Agreement – Kubota Tractor – B3350HSDDC and Bid Waiver – Kubota Tractor Implements**

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a Kubota B3350HSDDC with options as detailed in the attached quote from *Kubota Tractor Company of Torrance, California*, as per the NJPA Cooperative Contract# NJPA070313 - KBA for an estimated total cost of \$28,285.65 as detailed in quote #557138 from Weingartz, who is an authorized dealer of Kubota and who will be the delivering company; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **DEEMS** in to be in the best interest of the City and hereby **WAIVES** the bid requirements to purchase tractor implements that include a Land Pride Box Scraper, Post Hole Digger, Trencher, Power Take Off (PTO) Chipper, and Backhoe from authorized dealer, *Weingartz of Utica, MI*, for an estimated total of \$21,535.00, which includes the deduction of \$10,000 for the listed trade-ins as per quote# 10118091-00; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

d) **Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fitness Equipment – Police Department**

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications, *All Pro Exercise of Plymouth Township, MI*, in the amount of \$46,699.00 as per the bid pricing and specifications contained in the original bid tabulation and also as per the detailed attached quote; 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 bid and contract documents, including insurance certificates and all other specified requirements.

e) **Standard Purchasing Resolution 4: NJPA Purchasing Cooperative – Hoist Equipment**

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a New Challenger 4 Post General Service Hoist Model 4015XFX042015 including installation from the

low bidder *Kirk's Automotive of Detroit Michigan*, the authorized Challenger Dealer in Michigan through the NJPA Cooperative Contract# 032515-GPC for an estimated total cost of \$14,490.50.

f) Standard Purchasing Resolution 3: Exercise Renewal Option – Camp Ticonderoga Restaurant Operations

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **EXERCISES** the five year renewal option between *Gallatin, Inc.* (aka Camp Ticonderoga) and the City of Troy and **APPROVES** the attached five year agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

g) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications and Budget Amendment – Slide Repairs at Troy Family Aquatic Center

Suggested Resolution
Resolution #2016-04-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish all equipment, material, and labor to repair slide support structures at the Troy Family Aquatic Center to the low bidder meeting specifications, *Usztan, LLC of Auburn Hills, MI*, for an estimated total cost of \$15,100.00, as contained in the bid tabulation opened April 7, 2016; a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and also **APPROVES** a Budget Amendment in the amount of \$15,100.00.

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

J-5 Suggested Resolution to Schedule a Closed Session on May 23, 2016 for the Annual Evaluation of the City Attorney

Suggested Resolution
Resolution #2016-04-

RESOLVED, That the Troy City Council **SHALL MEET** in Closed Session on May 23, 2016 in the Council Board Room, pursuant to MCL 15.268 (a) and (h) (MCL 15.243(g)) for the evaluation of the City Attorney.

J-6 Cost Participation Agreement for I-75 Phase I Reconstruction – North of Coolidge to North of South Boulevard – MDOT Contract Number 16-5075

Suggested Resolution

Resolution #2016-04-

RESOLVED, That Troy City Council hereby **APPROVES** the MDOT Contract No. 16-5075 between the City of Troy and the Michigan Department of Transportation (MDOT) for I-75 Phase I Reconstruction from north of Coolidge to north of South Boulevard at an estimated cost to the City of Troy of \$635,000; and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Authorization to Request Reimbursement – Reimbursement From Oakland County West Nile Virus FundSuggested Resolution

Resolution #2016-04-

RESOLVED, That the City Council for the City of Troy, Oakland County, Michigan, hereby **AUTHORIZES** the City of Troy's Parks, Streets, and Drains Divisions to seek reimbursement for an amount not to exceed \$18,531.93 from Oakland County's West Nile Virus Fund for the expenditures incurred while instituting proactive public health measures used to reduce the population of mosquitoes in the environment.

J-8 Amendment of Agreement for Use of Driveway – Amendment to Allow the Use of Flynn Park Driveway for Access to Beaumont Hospital From South Boulevard During Dequindre Road ReconstructionSuggested Resolution

Resolution #2016-04-

RESOLVED, That the Letter of Agreement, Amending Agreement between City of Troy and William Beaumont Hospital for Use of Flynn Park Driveway is hereby **APPROVED** 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 Troy v BehuninSuggested Resolution

Resolution #2016-04-

RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the *City of Troy v Behunin* condemnation case, Oakland County Circuit Court case number 2014-144331 CC, and **AUTHORIZES** payment in the amounts stated therein, and further **AUTHORIZES** the City Attorney's Office to execute the document on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Stonecrest PUD Legal Description RatificationSuggested Resolution

Resolution #2016-04-

WHEREAS, On November 23, 2015, the City Council of the City of Troy approved and authorized the Mayor and City Clerk to execute the Stonecrest Planned Unit Development Agreement; and,

WHEREAS, After the Stonecrest Planned Unit Development Agreement was signed by all parties, but before it was recorded with the Oakland County Register of Deeds, a minor discrepancy in the legal description of the subject property was discovered; and,

WHEREAS, The developer, NP Senior Living Development LLC, through its attorney has submitted a substitute page 1 and a substitute page 2 reflecting the correct acreage of the subject property, and a substitute Exhibit B and a substitute Exhibit C setting forth the correct legal description for the subject property, and has requested the City Council confirm, ratify and approve the attached Stonecrest Planned Unit Development Agreement with the correct legal description; and,

WHEREAS, The attached Stonecrest Planned Unit Development Agreement with the substituted pages and exhibits is in all other respects the same agreement approved by the City Council of the City of Troy on November 23, 2015 and subsequently executed by the Mayor and the City Clerk;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **CONFIRMS**, **RATIFIES**, and **APPROVES** the attached Stonecrest Planned Unit Development Agreement, **AUTHORIZES** the Mayor and City Clerk to execute any necessary documents to demonstrate this approval and ratification, and further **DIRECTS** that this ratified version be recorded with the Oakland County Register of Deeds; a copy of the agreement as corrected shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 No Council Comments Advanced

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Election Commission-Final – February 10, 2016
- b) Building Code Board of Appeals-Final – March 2, 2016
- c) Election Commission-Draft – March 24, 2016
- d) Building Code Board of Appeals-Draft – April 6, 2016

P-2 Department Reports:

- a) Building Department Activity Report – March, 2016
- b) 2016 City of Troy Assessment Roll and Board of Review Report

P-3 Letters of Appreciation:

- a) To the Troy Police Department from Michelle and Kirk Down Regarding Officer Morse
- b) To Chief Mayer from Arnette Heintze Regarding Officer Todd Gustke

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

Q. COMMENTS ON 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 Requested

S. ADJOURNMENT:

Respectfully submitted,



Brian Kischnick, City Manager

2016 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

April 21, 2016 Special Study Session – Budget Discussions
April 25, 2016 Special Study Session – Budget Discussions
August 8, 2016 Joint Meeting–Troy City Council/Troy School Board
September 19, 2016..... Joint Meeting–Troy City Council/Troy Chamber
October 24, 2016..... Joint Meeting–Troy City Council/Troy Planning Commission

2016 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

May 9, 2016..... Regular Meeting
May 23, 2016..... Regular Meeting
June 13, 2016 Regular Meeting
June 27, 2016 Regular Meeting
July 11, 2016 Regular Meeting
July 25, 2016 Regular Meeting
August 8, 2016 Regular Meeting
August 22, 2016 Regular Meeting
September 19, 2016..... Regular Meeting
September 26, 2016..... Regular Meeting
October 10, 2016..... Regular Meeting
October 24, 2016..... Regular Meeting
November 14, 2016..... Regular Meeting
November 21, 2016..... Regular Meeting
December 5, 2016..... Regular Meeting
December 19, 2016..... Regular Meeting

**PROCLAMATION
CHILD ABUSE PREVENTION AND AWARENESS MONTH
APRIL 2016**

WHEREAS, Abuse and neglect are suffered by children in our communities, regardless of age, race, gender, or economic situation; and

WHEREAS, One in four girls and one in six boys will be sexually abused before the age of 18. This reported maltreatment is only a portion of the overall problem threatening our children, for so many cases go unreported, and today's technology has brought with it a new and dangerous form of child endangerment, the online predator; and

WHEREAS, The devastating consequences of physical and emotional abuse of our children affects the community as a whole and finding solutions needs to be attended to by the community as a whole; and

WHEREAS, The State of Michigan has mandatory reporting by professionals working with children of any suspected abuse and neglect incidences—a major step—but more is needed in the community; and

WHEREAS, **CARE House of Oakland County** works to break the cycle of child abuse and neglect; provides a protective circle of light and hope for a better life; and advocates for the safety and protection of children; and

WHEREAS, **CARE House of Oakland County** partners with community organizations and agencies to offer programs and services aimed at preventing child abuse and neglect, knowing that effective programs succeed because of the involvement and partnerships created among schools, social service agencies, religious and civic organizations, the business community, and law enforcement agencies;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy know that children deserve to grow and thrive in an environment that nurtures and keeps them safe, and hereby proclaim the **Month of April as Child Abuse Prevention and Awareness Month**; and

BE IT FURTHER RESOLVED, That we invite all Troy residents, community partners, and businesses to increase their participation in our efforts to prevent the abuse of our children, thereby strengthening and protecting the community in which we live.

Presented this 18th day of April 2016.

**PROCLAMATION
NATIONAL ASSOCIATION OF LETTER CARRIERS
FOOD DRIVE DAY – MAY 14, 2016**

WHEREAS, America's Second Harvest reports that 50 million Americans (approximately 1 in 6) are hungry or at risk of hunger and 37 million Americans receive emergency food assistance from large and small food banks across the nation; and

WHEREAS, Seventeen million children (approximately 1 in 5) and nine million seniors who live in the United States at the poverty level receive food assistance. One in four people in a soup kitchen line is a child; and

WHEREAS, Poverty adversely affects birth weight, abuse and neglect, education and the general health of our most precious resource, our children and also affects our senior citizens; and

WHEREAS, The National Association of Letter Carriers (NALC) in conjunction with the United States Postal Service (USPS) is sponsoring the **24th Annual NALC National Food Drive to "Stamp Out Hunger" on Saturday, May 14, 2016**; and

WHEREAS, NALC Branch 3126 in the City of Troy is participating in the National Food Drive, the largest one-day food drive in the nation, because the cost of inaction is too high, particularly in the face of many negative outcomes for our children and community which are preventable; and

WHEREAS, More than 1,400 local branches of the 300,000-member postal union collected a record 70.3 million pounds of food in last year's drive for local food banks, pantries and shelters, helping families throughout the nation;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Troy hereby proclaim **Saturday, May 14, 2016 as National Association of Letter Carriers Food Drive Day in the City of Troy**; and

BE IT FURTHER RESOLVED, That we invite all Troy residents to leave non-perishable food at their mailboxes on **Saturday, May 14, 2016**, to support our local letter carriers in their food drive to help alleviate hunger in our community and throughout the nation.

Signed this 18th day of April 2016.



CITY COUNCIL AGENDA ITEM

Date: April 18, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Director of Finance/Administration
Nino Licari, City Assessor

Subject: Regular Business item for Standard Resolutions 1, 2 and 3 for a Special Assessment District for the paving of the westerly 220 feet of Cherry Street in Section 27

Background:

Four residents of Cherry have expressed an interest in having that portion of Cherry in front of their properties, paved. This portion of Cherry is a paper street at this time. The right of way is platted, but there is no roadway.

On March 10, 2016 a Petition was submitted to the City Clerk's Office requesting this project move forward. Four of five property owners have signed the petition in favor of the project. This represents 88.04% of the assessable frontage in the project area.

Past Council Policy has been that more than 50% must be in agreement before Council will approve a Special Assessment District. (While that is past policy, Council may initiate and approve an SAD of their own volition, by Charter).

Council is asked at this point, to approve Standard Resolution 1 (preparation of plans and cost estimates – which has obviously already been done in order to apprise the owners of the estimated costs), Standard Resolution 2 (approval of the plans and cost estimates), and Standard resolution 3 (setting a Public Hearing for public input, and the approval/disapproval of the project). The Public Hearing will be on May 9, 2016.

Financial Considerations:

The total cost of the project is \$91,013.00, all of which is to be special assessed. The reason there is no City share is that the petitioners are requesting the City to create a roadway from the start, and not pave an existing gravel road.

The resident's share is therefore \$91,013.00. The breakdown of their individual costs and the amortization of the 10 year payment plan is attached to this memorandum.



CITY COUNCIL AGENDA ITEM

There is no prepayment penalty on an SAD. However, there is a lien on the properties from the moment City Council approves Standard Resolution 4, after the Public Hearing. Any owner wishing to sell their property after the lien is placed would be required to pay the outstanding balance in full in order to have a clear title for their closing.

Recommendation:

As there is an 88.04% approval of the project, there is a need to approve Standard Resolutions 1, 2 and 3, and move forward to the Public Hearing of May 9, 2016 to consider Standard Resolution 4, per Charter and Ordinance.

In light of the fact that there is no existing roadway, that the City is being requested to create an improved roadway, and that 55.02% of the yes votes are cast by a builder of record in the City, staff will not be recommending approval of this project at the Public Hearing.

NI/nl H:SpecialAsses\Cherry 2016\Memo StandRes 1 2 3 03.29.16.docx

City of Troy Assessing Department
 SAD Paving for Wly 391 feet of Cherry (218 If Assessable Properties)
 Petition Analysis

Parcel ID	#	Street	Owner	Front Feet	% FF	Yes/No (1/0)	% Yes	Cost	\$/FrFt
88-20-27-156-016	Vac	Cherry N.	N. Moshier (unrecorded QC)	50.00	11.96	1	11.96	10,886.72	217.73
88-20-27-156-019	Vac	Cherry N.	O. A. & G. Birth	50.00	11.96	0	0.00	10,886.72	217.73
88-20-27-156-026	Vac	Cherry N.	Orion Homes (Mike Lamb)	100.00	23.92	1	23.92	21,773.44	217.73
88-20-27-301-001	2212	Livernois	E. King (138' on Cherry S.)	138.00	33.01	1	33.01	30,047.35	217.73
88-20-27-301-021	Vac	Cherry S.	Orion Homes (Mike Lamb)	80.00	19.14	1	19.14	17,418.76	217.73
	5			418.00	100.00	4	88.04	91,013.00	217.73
Total Cost								91,013.00	

Cherry Street SAD - Paving
03/16/16

City of Troy GIS Online



115 0 57 115Feet



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.

REQUEST FOR PUBLIC IMPROVEMENT
(TO BE USED ONLY FOR SPECIAL ASSESSMENT IMPROVEMENTS)

To the Honorable,
The Mayor and City Council
Troy, Michigan

We, the undersigned, owners of property in the City of Troy to be benefited by the proposed improvements, description of which property, and our addresses, are set forth opposite our respective names hereto, do hereby request the following public improvements, to wit:

**Bituminous Asphalt Paving of Cherry Street
from 86 Cherry to the west approximately 220 feet**

This request is not made for the purpose of initiating such improvement, but only for advising the City Council of our desire for such improvement and willingness to have our property assessed therefore if the Council, in the exercise of its discretion, orders such improvement to be made.

Signature	Printed Name	Address	Date	Parcel I.D. #	Telephone #
<i>Edward R King</i>	EDWARD KING	2212 LIVERNOIS	3/10/16	20-27-301-001	248-250-9072
<i>Nancy Moshier</i>	NANCY MOSHIER	450 N. NORTHSHORE ORION, MI 48362	3/10/16	20-27-156-016	248-568-8282
<i>Michael J Lamb</i>	ORION HOMES, INC	327 EVALINE	3/10/16	20-27-156-026	586-219-1280
<i>Michael J Lamb</i>	MICHAEL LAMB	327 EVALINE	3/10/16	20-27-301-021	586-219-1280
<i>Ed</i>					

In case of joint ownership, husband and wife and/or other joint owner must sign. (Affidavit on reverse side of page must be filled out).

State of Michigan }
County of Oakland }

I, Michael J. Lamb being duly sworn, say that I reside at No. 327
Evaline Street; that I know of my own personal knowledge that each of the
persons purporting to sign the foregoing request did sign the same and that all of said
signers are property owners of the City of Troy.

(Signed)

Michael J. Lamb

Signed, subscribed and sworn to before me, a Notary Public in and for said County this
10th day of March, 2016.

Irene Newman

My commission expires:

IRENE NEWMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires April 24, 2017
Acting in the County of Oakland

Preliminary Cost Estimate

March 17, 2016

Project Location: Cherry Street

Project No.: 14.907.1

Proposed Improvement: 220 LF, 23' wide HMA Pavement w/ 30 Inch Curb & Gutter

Item	Quantity	Description	Unit Cost	Total Cost
1.	245 CY	Earth Excavation	36.00	8,820.00
2.	770 SY	Grading	5.00	3,850.00
3.	130 CY	Aggregate Base, 21AA, 6"	50.00	6,500.00
4.	10 CY	Subgrade Undercut, w/ crush. Conc.	50.00	500.00
5.	132 Tons	Bit. Mix No. 500, 20C - 4"	125.00	16,500.00
6.	66 Tons	Bit. Mix No. 1100L, 20AA - 2"	140.00	9,240.00
7.	50 Tons	Bit. Mix No. 1100T, 20AA - 1 1/2"	140.00	7,000.00
8.	440 Lft	4 Inch Mountable Curb & Gutter	40.00	17,600.00
		Sub-Total		70,010.00
		Engineering, Admin. And Contingencies, 30%		21,003.00
		Sub-Total		91,013.00
				-
		TOTAL PROJECT COST		91,013.00

City of Troy Assessing Department

Project Name Cherry Bituminous Paving
Moshier (Orion)
 Project # 14.907.1

Amortization Table 10 Year

int. @.06

Assessment 10,886.72

Year	Principal	Interest	Payment	Balance
1	\$ 1,088.67		\$ 1,088.67	\$ 9,798.05
2	\$ 1,088.67	\$ 587.88	\$ 1,676.55	\$ 8,709.38
3	\$ 1,088.67	\$ 522.56	\$ 1,611.23	\$ 7,620.70
4	\$ 1,088.67	\$ 457.24	\$ 1,545.91	\$ 6,532.03
5	\$ 1,088.67	\$ 391.92	\$ 1,480.59	\$ 5,443.36
6	\$ 1,088.67	\$ 326.60	\$ 1,415.27	\$ 4,354.69
7	\$ 1,088.67	\$ 261.28	\$ 1,349.95	\$ 3,266.02
8	\$ 1,088.67	\$ 195.96	\$ 1,284.63	\$ 2,177.34
9	\$ 1,088.67	\$ 130.64	\$ 1,219.31	\$ 1,088.67
10	\$ 1,088.67		\$ 1,088.67	\$ (0.00)
<hr/>				
TOTAL	\$ 10,886.72	\$ 2,874.09	\$ 13,760.81	

88-20-27-156-016

Vacant Cherry

City of Troy Assessing Department

Project Name Cherry Bituminous Paving
Birth
 Project # 14.907.1

Amortization Table 10 Year

int. @.06

Assessment 10,886.72

Year	Principal	Interest	Payment	Balance
1	\$ 1,088.67		\$ 1,088.67	\$ 9,798.05
2	\$ 1,088.67	\$ 587.88	\$ 1,676.55	\$ 8,709.38
3	\$ 1,088.67	\$ 522.56	\$ 1,611.23	\$ 7,620.70
4	\$ 1,088.67	\$ 457.24	\$ 1,545.91	\$ 6,532.03
5	\$ 1,088.67	\$ 391.92	\$ 1,480.59	\$ 5,443.36
6	\$ 1,088.67	\$ 326.60	\$ 1,415.27	\$ 4,354.69
7	\$ 1,088.67	\$ 261.28	\$ 1,349.95	\$ 3,266.02
8	\$ 1,088.67	\$ 195.96	\$ 1,284.63	\$ 2,177.34
9	\$ 1,088.67	\$ 130.64	\$ 1,219.31	\$ 1,088.67
10	\$ 1,088.67		\$ 1,088.67	\$ (0.00)
<hr/>				
TOTAL	\$ 10,886.72	\$ 2,874.09	\$ 13,760.81	

88-20-27-156-019

Vacant Cherry

City of Troy Assessing Department

Project Name Cherry Bituminous Paving
Orion Homes
 Project # 14.907.1

Amortization Table 10 Year

int. @.06

Assessment 21,773.44

Year	Principal	Interest	Payment	Balance
1	\$ 2,177.34		\$ 2,177.34	\$ 19,596.10
2	\$ 2,177.34	\$ 1,175.77	\$ 3,353.11	\$ 17,418.75
3	\$ 2,177.34	\$ 1,045.13	\$ 3,222.47	\$ 15,241.41
4	\$ 2,177.34	\$ 914.48	\$ 3,091.83	\$ 13,064.06
5	\$ 2,177.34	\$ 783.84	\$ 2,961.19	\$ 10,886.72
6	\$ 2,177.34	\$ 653.20	\$ 2,830.55	\$ 8,709.38
7	\$ 2,177.34	\$ 522.56	\$ 2,699.91	\$ 6,532.03
8	\$ 2,177.34	\$ 391.92	\$ 2,569.27	\$ 4,354.69
9	\$ 2,177.34	\$ 261.28	\$ 2,438.63	\$ 2,177.34
10	\$ 2,177.34		\$ 2,177.34	\$ (0.00)
<hr/>				
TOTAL	\$ 21,773.44	\$ 5,748.19	\$ 27,521.63	

88-20-27-156-026

Vacant Cherry

City of Troy Assessing Department

Project Name Cherry Bituminous Paving
 Project # 14.907.1 King
Ely 138.00 lf

Amortization Table 10 Year

int. @.06

Assessment 30,047.35

Year	Principal	Interest	Payment	Balance
1	\$ 3,004.74		\$ 3,004.74	\$ 27,042.62
2	\$ 3,004.74	\$ 1,622.56	\$ 4,627.29	\$ 24,037.88
3	\$ 3,004.74	\$ 1,442.27	\$ 4,447.01	\$ 21,033.15
4	\$ 3,004.74	\$ 1,261.99	\$ 4,266.72	\$ 18,028.41
5	\$ 3,004.74	\$ 1,081.70	\$ 4,086.44	\$ 15,023.68
6	\$ 3,004.74	\$ 901.42	\$ 3,906.16	\$ 12,018.94
7	\$ 3,004.74	\$ 721.14	\$ 3,725.87	\$ 9,014.20
8	\$ 3,004.74	\$ 540.85	\$ 3,545.59	\$ 6,009.47
9	\$ 3,004.74	\$ 360.57	\$ 3,365.30	\$ 3,004.73
10	\$ 3,004.74		\$ 3,004.74	\$ (0.00)
<hr/>				
TOTAL	\$ 30,047.35	\$ 7,932.50	\$ 37,979.85	

88-20-27-301-001

2212 Livernois

City of Troy Assessing Department

Project Name Cherry Bituminous Paving
Orion Homes
 Project # 14.907.1

Amortization Table 10 Year

int. @.06

Assessment 17,418.76

Year	Principal	Interest	Payment	Balance
1	\$ 1,741.88		\$ 1,741.88	\$ 15,676.88
2	\$ 1,741.88	\$ 940.61	\$ 2,682.49	\$ 13,935.01
3	\$ 1,741.88	\$ 836.10	\$ 2,577.98	\$ 12,193.13
4	\$ 1,741.88	\$ 731.59	\$ 2,473.46	\$ 10,451.26
5	\$ 1,741.88	\$ 627.08	\$ 2,368.95	\$ 8,709.38
6	\$ 1,741.88	\$ 522.56	\$ 2,264.44	\$ 6,967.50
7	\$ 1,741.88	\$ 418.05	\$ 2,159.93	\$ 5,225.63
8	\$ 1,741.88	\$ 313.54	\$ 2,055.41	\$ 3,483.75
9	\$ 1,741.88	\$ 209.03	\$ 1,950.90	\$ 1,741.88
10	\$ 1,741.88		\$ 1,741.88	\$ (0.00)
<hr/>				
TOTAL	\$ 17,418.76	\$ 4,598.55	\$ 22,017.31	

88-20-27-301-021

Vacant Cherry

88-20-27-156-016
NANCY F MOSHIER
450 N NORTHSORE
LAKE ORION MI 48362

88-20-27-156-019
OLAF & GLADYS BIRTH
237 E BAKER
CLAWSON MI 48017-1668

88-20-27-156-026
ORION HOMES
327 EVALINE
TROY MI 48085

88-20-27-301-001
EDWARD KING
2212 LIVERNOIS
TROY MI 48083

88-20-27-301-021
ORION HOMES
327 EVALINE
TROY MI 48085

CITY OF TROY
PUBLIC HEARING

A Public Hearing will be held by and before the City Council of the City of Troy at City Hall, 500 W. Big Beaver, Troy, Michigan on Monday, May 9, 2016, at 7:30 P.M. to consider the approval of a Special Assessment District (SAD) for the paving of the easterly 220' of Cherry in Section 27, including the following properties:

88-20-27-156-016 Vacant Cherry, Troy, MI. (Cost \$10,886.72)
88-20-27-156-019 Vacant Cherry, Troy, MI. (Cost \$10,886.72)
88-20-27-156-026 Vacant Cherry, Troy, MI. (Cost \$21,773.44)
88-20-27-301-001 2212 Livernois, Troy, MI. (Cost \$30,047.35), and
88-20-27-301-021 Vacant Cherry, Troy, MI. (Cost \$17,418.76)

You may express your comments regarding this matter by writing to this office, or by attending the Public Hearing.

M. Aileen Dickson, 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) 524-3317 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Standard Resolution #1, 2 and 3 for Paving of Cherry – Section 27 SAD #14.907.1

(a) Standard Resolution #1

Suggested Resolution

Resolution #2016-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #1 to direct the preparation of plans and costs estimates for the Special Assessment to pay all or part of the cost of Asphalt Paving of Cherry in Section 27 Project No.14.907.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy.

Yes:

No:

(b) Standard Resolution #2

Suggested Resolution

Resolution #2016-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #2 to approve plans and cost estimates for a Special Assessment to pay all or part of the cost of Asphalt Paving of Cherry, in Section 27, Project No. 14.907.1, all pursuant to Sections 1.1 and 1.2 of Chapter 5 of the Code of the City of Troy

Total Estimated Cost	\$91,013.00
Assessment	91,013.00
City's Share	0.00

BE IT FURTHER RESOLVED, That the City Assessor is hereby **ORDERED** and **DIRECTED** to prepare a Special Assessment Roll in accordance with Chapter 5 of the Code of the City of Troy.

Yes:

No:

c) **Standard Resolution #3**

Suggested Resolution

Resolution #2016-

Moved by:

Seconded by:

RESOLVED, That Troy City Council hereby **ADOPTS** Standard Resolution #3 to set a Public Hearing date on the Special Assessment roll for Asphalt Paving of Cherry, in Section 27, Project No. 14.907.1, all pursuant to Chapter 5 of the Code of the City of Troy, with said Public Hearing to be established for May 9, 2016.

Yes:

No:



CITY COUNCIL AGENDA ITEM

Date: March 31, 2016

To: Troy City Council Members

From: Brian Kischnick, City Manager
Lori Grigg Bluhm, City Attorney
Kurt Bovensiepe, Public Works Manager

Subject: Agreement with North Woodward Community Foundation for Use of Public Property for "Troy Family Daze" Festival

History

At the July 21, 2014 study session, City Administration presented a request from the North Woodward Community Foundation ("NWCF") to allow the Troy Family Daze festival to be hosted on City owned property. During the discussions, NWCF presented that the organization would take full responsibility for the festival and pay the City of Troy a flat fee for the cost of use of the property. By consensus, City Council directed City Administration to enter into negotiations with NWCF to hold the event on the Civic Center property beginning in September of 2015.

On December 15, 2014, Troy City Council passed a resolution adopting an agreement that allowed the NWCF to use a portion of the Civic Center Campus for the next eight (8) years beginning in September 2015 (**Resolution # 2014-12-163**). The agreement specifically addressed NWCF reimbursing the City of Troy for the use of the property.

3. Reimbursement Fee

NWCF agrees to pay to the CITY a flat fee of \$10,000.00 for each year of the term, and payment will be tendered within 30 days after close of the Festival to compensate CITY for NWCF's use of the Property identified in Exhibit 1. After the 2015 Festival, each yearly fee shall be increase from the previous year by the Consumer Price Index ("CPI") for the Greater Metropolitan Detroit area, as long as the CPI increase does not exceed 2% per year. Each year by June 1, NECF shall provide to the City Manager's Troy Daze Executive Committee appointee a copy of its annual financial statements for the previous fiscal year.

As detailed in the attached letter from Tom Kaszubski, President of Troy Family Daze Executive Board and Executive Director of the North Woodward Community Foundation, the festival's revenue did not meet its expenses and is requesting that City Council consider forgiving the flat fee for the use of City property in the amount of \$10,000.00 for the 2015 festival.

Options

- Require payment in full from NWCF
- Require half of payment now and the other half after 2016 festival
- Require only half payment now
- Require only half payment after 2016 festival
- Require only half payment and consider the other half as a fireworks display sponsorship
- Forgive the entire payment and consider forgiveness as a fireworks display contribution

Recommendation

Staff considers the Troy Family Daze Festival as a community benefit and desires to continue the partnership with the North Woodward Community Foundation. To continue this partnership, staff recommends a cost-sharing proposal where the City of Troy sponsors the fireworks display this year at a cost of \$5,000 and provides the Troy Family Daze Festival an opportunity to defer the remaining payment of \$5,000 to the close of the 2016 festival. Staff also recommends a continued sponsorship of the fireworks display for future years.



1120 E. Long Lake Road
Suite 205
Troy, MI 48085
248.918.4559 248.743.0711 Fax
troyfamilydaze@gmail.com
www.troyfamilydaze.com

March 1, 2016

Members of City Council
City of Troy
500 W. Big Beaver
Troy, MI 48084

TDFD ADVISORY BOARD

President

Tom Kaszubski

Vice-President

Dick Ramsdell

Secretary

Treasurer

Cheryl Whitton-Kaszubski

Festival Chairman

Al Lindsey

Jim Cyrulewski

Cele Dilley

Bill Hall

Brian Kischnick

CHAIRPERSONS

Rick Augustiniak

Bob Broquet

Scott Dilley

Joann Donegan

Sarah Donegan

Heather Donnelly

Monica Goertzen

Kessie Kaltsounis

Rusty Kaltsounis

Cindy Kmett

John Law

Poncho Massaini

Bob Matlick

Chris Morris

Cindy Piepszak

Robert Preston

Wayne Reif

Jeff Winiarski

Jeff Winiarski, Jr.

Mayor and Members of City Council:

"This is the best year yet"....."It was one of the best in past years"....."Great set-up and easy to get around"....."Love the new location". These are just a small sampling of the comments we received in the over 400 surveys we gathered at Troy Family Daze last September. Of course there were a few negative comments like "More benches and better control of lines for rides"....."More businesses, restaurants promoting Troy"....."More tents with vendors and food"....."The location is fine, but not easy to see from the street as the old location – we almost missed it".....we need "Sumo wrestling and pig races".

Throughout the years however, we have come to expect some problems when changes are made and last year was no exception. The transition to a partnership with the City of Troy, however, was accomplished through the professionalism exhibited by City staff.

One major problem, as indicated by the comments recorded in the survey, was the lack of a visible destination. The term "Troy Civic Center Site" did not provide a specific enough description of where the Festival was located. Even with extensive newspaper articles and signage (we even had a billboard on I-75), families were not able to see or find the Festival. The inclement weather on Saturday, which didn't clear up until late afternoon, greatly affected our anticipated attendance. Also, our attempt to re-introduce the Tavern venue with entertainment, in partnership with the Troy Kiwanis Club, did not produce the anticipated revenue stream.

The above mentioned problems, along with some un-foreseen expenses dealing with electrical, tents, shuttles and night lighting, stretched the budget to its limits.

The "frosting on the cake" was the fact that 15 days before we were to open, our ride vendor, who we had for 32 years, informed us that they would be unable to be at the Festival because they were permanently moving their entire business to Florida three weeks earlier than planned. Fortunately, we managed to replace them with a vendor from Bay City who happened to have the dates open for our weekend. This also negatively affected the budget.

After the dust settled, we posted a loss of \$37,202.35.

Members of City Council
City of Troy
March 1, 2016
Page 2

The North Woodward Community Foundation, as the Fiscal Sponsor of the Festival, underwrites the Festival expenses. After 4 years of operating in the "black", the Foundation Board had to take a "step back" and consider whether the effort justifies the potential loss in future years. The Foundation returns all profits back to the community in the form of grants.

The total revenue for the 2015 Festival was \$109,537.89 and the expenses were \$146,740.24. We had a carry-forward bank balance (emergency fund) of \$10,000.00 and when applied, resulted in a net loss of \$27,202.35 (\$37,202.35 minus \$10,000.00 emergency fund).

All of this background material has brought us to the following plan of action.

After extensive negotiations with the Foundation Board, the Troy Family Daze Executive Board is making the following proposal for consideration by City Council. In order to continue the 48 year tradition of a Community Festival in Troy, we are asking for relief of one of the contract requirements.

1. *Since the Foundation is required to cover the \$27,202.35 loss, which includes a lease payment of \$10,000.00 to the City of Troy, we are requesting that the lease payment be waived by the City.*
2. *The Foundation has agreed to continue to underwrite the expenses of the Festival in future years and absorb the balance of \$17,202.35 debt (\$27,202.35 minus \$10,000.00 lease payment) in exchange for the waiving of the lease payment by the City.*
3. *The Troy Family Daze Board agrees to restructure the Festival budget and seek additional community partners. This will allow the Troy Family Daze Committee to continue to produce a safe, family friendly Festival for the citizens of Troy and surrounding communities while covering expenses and providing funds for grants for other programs in the City.*

Speaking on behalf of the Troy Family Daze Committee, I would like to express our excitement as we review the future possibilities attainable at the Civic Center Site. That excitement, coupled with the refreshing cooperation of City staff, re-energizes our commitment to provide a "first class" Festival to the community. We also recognize that without the dedication and "can-do" attitude of Kurt Bovensiep, our job as an all volunteer committee, would have been more difficult.

We would appreciate your decision so that, if it is positive, we can move forward as quickly as possible in order to secure the necessary contracts and community partners that are needed.

Sincerely,



Tom Kaszubski
President
Troy Family Daze Executive Board

Council Member Henderson 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 April 4, 2016, at City Hall, 500 W. Big Beaver Rd. Mayor Slater called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Dane Slater
Edna Abraham
Ethan Baker-Absent
Jim Campbell
Dave Henderson
Ellen Hodorek
Ed Pennington

- b) Excuse Absent Council Members:

Resolution #2016-04-055

Moved by Slater

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of Council Member Baker at the Regular City Council Meeting of April 4, 2016, due to being out of the county.

Yes: Slater, Abraham, Campbell, Henderson, Hodorek, Pennington

No: None

Absent: Baker

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Legislative Update (*Presented by: State Representative Martin Howrylak*)

C-2 Presentation of the Avondale Youth Assistance Annual Report to Mayor Dane Slater and Troy City Council in Appreciation for City of Troy Supporting Avondale Youth Assistance (*Presented by: Board Chairperson Michael Kazyak*)

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

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

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – Civil Service Commission (Act 78) Confirmation

a) Mayoral Appointments: None

b) City Council Appointments:

Resolution #2016-04-056
Moved by Pennington
Seconded by Abraham

RESOLVED, That Troy City Council hereby **CONFIRMS** the appointment of the following person to serve on the Boards and Committees as indicated:

Civil Service Commission (Act 78)

Appointed by Mayor
3 Regular Members:
1-Council; 1-Police/Fire Rep; 1-Civil Service
6 Year Term

Term Expires: 4/30/2022

Term currently held by: Donald McGinnis

Yes: Abraham, Campbell, Henderson, Hodorek, Pennington, Slater
No: None
Absent: Baker

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority; b) City Council Nominations – Charter Revision Committee, Zoning Board of Appeals

a) Mayoral Nominations:

Resolution #2016-04-057
Moved by Slater
Seconded by Campbell

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:

Brownfield Redevelopment Authority

Appointed by Mayor
7 Regular Members
3 Year Term

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2019

Steve Gottlieb

Term currently held by: Steve Gottlieb

Yes: Campbell, Henderson, Hodorek, Pennington, Slater, Abraham
No: None
Absent: Baker

MOTION CARRIED

Resolution #2016-04-058
Moved by Slater
Seconded by Pennington

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

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2017

Kenny Koza

Term currently held by: Vacancy – Albert Papa’s unexpired term (resigned)

Yes: Henderson, Hodorek, Pennington, Slater, Abraham, Campbell
No: None
Absent: Baker

MOTION CARRIED

b) City Council Nominations:

Resolution #2016-04-059
Moved by Pennington
Seconded by Henderson

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:

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2019

Robert Berk

Term currently held by: Robert Berk

Term Expires: 4/30/2019

Shirley Kanoza

Term currently held by: Shirley Kanoza

Zoning Board of Appeals

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Zoning Board of Appeals:

Term Expires: 4/30/2019

David Eisenbacher

Term currently held by: David Eisenbacher

Yes: Hodorek, Pennington, Slater, Abraham, Campbell, Henderson
No: None
Absent: Baker

MOTION CARRIED

I-3 No Closed Session Requested**I-4 Establishment of the Global Troy Advisory Committee (Introduced by: Eleanor Yoon, Management Assistant)**

Resolution #2016-04-060

Moved by Pennington

Seconded by Abraham

WHEREAS, The City Council adopted celebrating diversity as one of the top ten strategies for the City government on March 9, 2015, and reaffirmed this commitment by incorporating the launch of the Global Troy Advisory Committee as a top ten strategy for 2016; and,

WHEREAS, The Mayor and City Council has identified the creation of an inclusive community and strengthening community connections among diverse Troy residents as a priority; and,

WHEREAS, The Troy City Council desires to increase the City of Troy's cultural competence through cultural knowledge, awareness and sensitivity, and believes that the creation of an advisory committee will assist in that endeavor;

THEREFORE, BE IT RESOLVED, That Troy City Council **APPROVES** the establishment of the Global Troy Advisory Committee (Global Troy).

BE IT FURTHER RESOLVED, That Global Troy **SHALL BE ADVISORY** to the City Council and City Administration, assisting with the promotion of cultural diversity and inclusion and enhancing community connections.

BE IT FINALLY RESOLVED, That the Mayor with City Council approval **SHALL INITIALLY APPOINT** 11 members to Global Troy, in accordance with Chapter 6 of the City of Troy Charter. For the initial appointment, there shall be one City Council member, whose term shall coincide with the City Council term, and four members serving a three year term, three members serving a two year term, and three members serving a one year term, so that the terms will be staggered. Except for the City Council member, all subsequent appointments to the Committee shall be for three year terms, and each member shall be eligible for re-appointment. All Global Troy members shall serve without compensation, and shall meet on an as needed basis to address specific referrals from City Council or City Administration, as well as independent initiatives.

Yes: Pennington, Slater, Abraham, Campbell, Henderson, Hodorek

No: None

Absent: Baker

MOTION CARRIED**I-5 Application to De-List 3645 Crooks Road (Introduced by: Brent Savidant, Planning Director)**

Resolution #2016-04-061
Moved by Henderson
Seconded by Abraham

RESOLVED, That Troy City Council hereby **AMENDS** Section 3 of Chapter 13 of the City Code to eliminate 3645 Crooks as an historic district; a copy of the ordinance amending Chapter 13 shall be **ATTACHED** to the original Minutes of this meeting and a copy of that ordinance shall be **RECORDED** with the Oakland County Register of Deeds as required by state statute.

Yes: Slater, Abraham, Campbell, Henderson, Hodorek, Pennington
No: None
Absent: Baker

MOTION CARRIED

I-6 Resolution to Approve Volunteer Firefighter Incentive Plan and Trust and to Transfer Available Funding to the Trust (*Introduced by: Thomas Darling, Director of Financial Services*) (*Presented by: Michael Van Overbeke, Special Counsel*)

Resolution #2016-04-062
Moved by Henderson
Seconded by Pennington

WHEREAS, The City of Troy highly values the contributions of the members of the Troy Volunteer Fire Department towards the safety and wellbeing of our community; and,

WHEREAS, In recognition of the benefits provided, and to encourage participation and retention, the City of Troy has implemented a length of service award program or plan for the members of the Troy Volunteer Fire Department, setting forth plan eligibility qualifications and funding the annual incentive payments on a discretionary basis through resolutions which have been multiplied by the volunteer firefighter's tenure of service; and,

WHEREAS, Through its Voluntary Incentive Committee, members of the Troy Volunteer Fire Department have expressed concern about the discretionary basis of payments, and have requested a more definitive program, and in response City Administration engaged specialized legal counsel Michael Van Overbeke to assist with options and draft the required legal documents; and,

WHEREAS, A City of Troy Incentive Plan and Irrevocable Trust for Volunteer Firefighters was drafted as a government trust, based on Section 115 of the Internal Revenue Code of 1986, as amended, and the Public Employee Retirement System Investment Act, Public Act 314 of 1965, as amended (MCL 38.1132 et. seq.); and this irrevocable trust was intended to qualify the incentive benefits provided under the length of service plan as contractual benefits protected and guaranteed by Article IX, Section 24 of the State of Michigan constitution; and,

WHEREAS, The City Council approved the City of Troy Incentive Plan and Irrevocable Trust for Volunteer Firefighters on August 25, 2014, which allowed City Administration to seek an official determination from the Internal Revenue Service confirming the tax exempt status of the City of Troy Incentive Plan and Irrevocable Trust for Volunteer Firefighters; and,

WHEREAS, As a result of the review of the Internal Revenue Service, additional amendments were required, including but not limited to a separation of the Plan elements and the Trust elements; and,

WHEREAS, The attached revised Plan and attached revised Trust were presented to the Volunteer Firefighters for their review, and after receipt of approval, these revised documents are now presented to the Troy City Council for its review;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached amended City of Troy Incentive Plan for Volunteer Firefighters and the attached City of Troy Incentive Trust For Volunteer Firefighters.

BE IT ALSO RESOLVED, That Troy City Council hereby **DIRECTS** City Management to transfer available City reserves currently held for the benefit of the Volunteer Firefighter Incentive Plan (VFIP) fund to the City of Troy Incentive Trust for Volunteer Firefighters.

Yes: Abraham, Campbell, Henderson, Hodorek, Pennington, Slater

No: None

Absent: Baker

MOTION CARRIED

I-7 Standard Purchasing Resolution 8: Best Value Award – Construction Manager at Risk Services – Fire Station #4 (Introduced by: David Roberts, Fire Chief, Steve Pallotta, Director of Building Operations, and MaryBeth Murz, Purchasing Manager)

Resolution #2016-04-063

Moved by Campbell

Seconded by Hodorek

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide Construction Manager at Risk Services for Fire Station #4 to the highest rated proposer, *The Dailey Company of Lake Orion, MI* as a result of a best value process at a not to exceed amount of \$540,990.00 at prices as detailed in the memo; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

Yes: Campbell, Henderson, Hodorek, Pennington, Slater, Abraham

No: None

Absent: Baker

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2016-04-064-J-1a

Moved by Henderson

Seconded by Campbell

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

Yes: Henderson, Hodorek, Pennington, Slater, Abraham, Campbell

No: None

Absent: Baker

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2016-04-064-J-2

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

- a) City Council Minutes-Draft – March 21, 2016
-

J-3 Proposed City of Troy Proclamations:

Resolution #2016-04-064-J-3

- a) Fair Housing Month – April 2016
-

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 9: Approval to Expend Funds for Membership Dues and Renewals Over \$10,000 – Michigan Municipal League**

Resolution #2016-04-064-J-4a

RESOLVED, That Troy City Council hereby **AUTHORIZES** payment for annual membership dues to the Michigan Municipal League, for the time period of May 1, 2016 through April 30, 2017, in the amount of \$12,269.

- b) **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Asphalt Paving Materials - Hot Patch**

Resolution #2016-04-064-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Asphalt Paving Materials- Hot Patch with an option to renew to the low bidders, *Ajax Materials Corporation of Troy, MI* as the primary supplier at unit prices contained in the bid tabulation opened March 24, 2016, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; to be ordered on an as needed basis and based on proximity; contracts expiring December 31, 2017.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the City to use a secondary supplier, *Cadillac Asphalt of Shelby Township, MI* in the event that the primary supplier is unable to provide materials as specified under the same pricing, terms and conditions as originally bid; to be ordered on an as needed basis and based on proximity.

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

J-5 Suggested Resolution to Schedule a Closed Session on May 9, 2016 for the Annual Evaluation of the City Manager

Resolution #2016-04-064-J-5

RESOLVED, That the Troy City Council **SHALL MEET** in Closed Session on May 9, 2016 in the Council Board Room, pursuant to MCL 15.268 (a) and (h) (MCL 15.243(g)) for the evaluation of the City Manager.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

Plizga, Francis	Spoke about awareness for the medical condition called ME.
-----------------	--

Resolution to Suspend City Council Rule #17 Members of the Public and Visitors to Allow More Time for Public Comment for Mr. MacLeish

Resolution #2016-04-065

Moved by Slater

Seconded by Pennington

RESOLVED, That Troy City Council hereby **SUSPENDS** Council Rule #17, *Members of the Public & Visitors*, to allow additional time for Public Comment.

Yes: Hodorek, Pennington, Slater, Abraham, Campbell, Henderson
 No: None
 Absent: Baker

MOTION CARRIED

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT:

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals

O. COUNCIL COMMENTS:

O-1 Council Comments

Council Member Hodorek announced the annual Troy People Concerned Pasta Dinner.

Mayor Pro Tem Pennington thanked the Information Technology Department for their assistance during Council meetings.

P. REPORTS:

P-1 Minutes – Boards and Committees:

- a) Animal Control Appeal Board-Final – December 2, 2015
 - b) Traffic Committee-Final – January 20, 2016
 - c) Planning Commission-Final – March 8, 2016
 - d) Zoning Board of Appeals-Draft – March 15, 2016
 - e) Planning Commission-Draft – March 22, 2016
 - f) Animal Control Appeal Board-Draft – March 23, 2016
- Noted and Filed

P-2 Department Reports:

- a) ICCA Annual Report
- Noted and Filed

P-3 Letters of Appreciation:

- a) To Assistant Chief Riesterer from John Runyan, Sach Waldman, Regarding Fire Department Participation in the Boy Scout and Cub Scout Annual First Aid Rally
 - b) To Chief Mayer from Laura Scharfenkamp Regarding Outstanding Service by PSA Jerilyn Sievers and Officer Adam Sinutko
 - c) To Chief Mayer from Daniel Cojanu, Canine Advocacy Program Director, Regarding Outstanding Service by Officer Kristine Shuler
- Noted and Filed

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

Q. COMMENTS ON 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 Requested

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:39 PM.

Mayor Dane Slater

M. Aileen Dickson, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

Date: April 8, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Financial Services Director
Gary Mayer, Police Chief

Subject: Standard Purchasing Resolution 2: Sole Bidder Meeting Specifications – Interoperability Repeater – Police Department

History

- The Police Department utilizes the Oakland County CLEMIS OakWIN 700/800Mhz digital trunking radio system for day to day operations. This system is not natively compatible with the state's MPSCS Motorola Trunking system. The OakWIN radios can also transmit on analog and P25 conventional channels.
- Our neighboring Police Departments in Macomb County, State, and Federal departments are utilizing the MPSCS system or other Motorola 700/800Mhz digital trunking systems. These radios can also transmit on analog and P25 conventional channels.
- All public safety radios, regardless of the system, that can transmit on 700/800Mhz analog and P25 conventional frequencies are required to have the national interoperability channels programmed into the radios for the agency to receive grant funds for projects.
- The City of Troy has had VHF radio equipment installed on top of 100 East Big Beaver since the construction of the building in 1981. This equipment is now end of life and needs to be upgraded. The Fire Department was contacted by the owners of the building indicating the radio equipment installed in the penthouse is not to their standards and needs to be cleaned up.
- While the City of Troy doesn't currently own a Tait repeater, the Oakland County Communications Support Team currently operates and maintains four of the same Tait repeaters. This team is managed by an Employee of the City of Troy IT Department and the CST and its members have expertise in programming, maintaining, and operating this type of repeater.
- AMK Services, LLC is one of two authorized dealers of Tait equipment for this area. The other vendor did not respond to the bid.
- This project will upgrade all the equipment installed on top of 100 East Big Beaver and address the concerns of the building owner. The repeater will be programmed to operate on the national interoperability channel "7LAW81". This channel can be accessed by any public safety radio that can transmit on 700/800Mhz P25 convention channels. This will allow radios from different systems to communicate using a common channel during an emergency.
- This project also includes the installation of monitoring equipment that will monitor the transmitter, antenna feed cable, and antenna performance not only for the new repeater, but also four other VHF repeaters used for day to day operations in the City of Troy. In the event of an issue, a text message will be sent alerting technicians of the problems.
- The Troy Police Department can also utilize the repeater in the event of an OakWIN radio system outage. Existing portables and mobile radios used by Police Department can switch to this channel, quickly restoring communications until the OakWIN system is restored.
- *NOTE:* In the event of an OakWIN system outage, the Fire Department switches dispatch communications to the VHF repeater used for Fire Fighter Alerting. Fire ground radio traffic is always conducted on 700Mhz P25 conventional channels.



CITY COUNCIL AGENDA ITEM

Purchasing

The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. On March 3, 2016, a bid opening was conducted as required by City Charter and Code for an Interoperability Repeater for the Police Department. One (1) bid response was received. Below is a detailed summary of potential vendors:

Companies notified via MITN	535
Troy Companies notified via MITN	32
Troy Companies - Active email Notification	32
Troy Companies - Active Free	0
Companies that viewed the bid	28
Troy Companies that viewed the bid	2

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

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

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

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

- The bid summary was analyzed and reviewed in conjunction with the Police Department.
- It is recommended to award the Interoperability Repeater project to the sole bidder meeting all bid specifications; AMK Services, LLC of *Johnstown, OH*. AMK Services, LLC is an authorized dealer of Tait equipment in Michigan.

Financial

Funds are available in the Police Department Capital Fund – Operations & Communications; 401.301.12.325. The Project# is 20160011.

Recommendation

City management recommends awarding a contract to the sole bidder meeting specifications; AMK Services, LLC of *Johnstown, OH* in the amount of \$38,240.00 as per the bid pricing and specifications contained in the original bid tabulation opened March 3, 2016.

VENDOR NAME:	AMK Services, LLC Johnstown, Ohio		
Check #	#2010790037		
Amount	\$1,800.00		

PROPOSAL: *Provide all labor, materials, tools, equipment and supervision required for the furnishing and installing of a NEW 700 MHz P-25 Interoperability Repeater at the City of Troy as per all work herein described and as per all bid specifications.*

Base Bid Price:	\$38,240.00		
CONTACT INFORMATION			
Hours:	8am-5pm M-F		
24 Hour Phone Number:	855.265.1212		
SITE INSPECTION	1/21/2016		
REFERENCES	Y		
PROGRESS PAYMENTS	50% upon delivery 50% upon project completion		
INSURANCE	Y		
SIGNATURE PAGE	Y		
WARRANTY	Per Manufacturer		
EXCEPTIONS	None		
FORMS	Y		

ATTEST:

Ryan Wolf
Susan Reisterer
Enna Bachelor

 MaryBeth Murz,
 Purchasing Manager



CITY COUNCIL AGENDA ITEM

Date: April 7, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Timothy L. Richnak, Public Works Director
Kurt Bovensiep, Public Works Manager

Subject: Standard Purchasing Resolution 3 - Exercise Renewal Option – Concrete Slab Replacement Program

History

One-year requirements for Concrete Slab Replacement Program with an option to renew for one (1) additional year was competitively bid and opened on March 27, 2014, in accordance with City Charter and Code. The scope of work includes all labor, tools, equipment, and transportation for concrete slab replacement services on local and major roads.

DiLisio Contracting, Inc. proves to be a contractor that is interested in developing a relationship with its clients. This is evident by comparing the performance and the consideration in providing the least disruption to our constituents and to the other contractors in the City of Troy during the 2014 and 2015 Troy Roads Rock (TRR) Programs. DiLisio Contracting, Inc. provides a program that has not only the city's best interest in mind but also benefits drivers that encounter the construction project. Other neighboring cities have contacted the City of Troy to determine how our TRR 1 and 2 programs have been so successful in providing the least amount of disruption to drivers. Our response has always been that our success is determined by the cooperation between city departments, our ability to notify drivers, our ability to adjust projects in the best interest of the public, and the City's partnership with DiLisio.

Purchasing

Troy City Council approved the one-year contract with an option to renew for one (1) additional year to the low total bidder, DiLisio Contracting, Inc. of Clinton Township, MI (**Resolution #2014-04-063-J-4a**) and additionally approved the one (1) year extension with an increase that directly reflected the increase in all infrastructure trades in the Metro Detroit Area (**Resolution #2015-03-039**).

There continues to be a rise in material costs and infrastructure trades costs in the Metro Detroit Area. DiLisio Contracting is proposing to continue the partnership with the City of Troy with no increase in pricing for the next year. However, the company is requesting a slight increase of 3% for the second year, which is related to its transit mix materials as detailed in the attached letter.

Financial

Funds will be proposed in the future Streets Division Capital Fund for Major and Local Roads.



CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends exercising an option to renew for two (2) additional years with DiLisio Contracting, Inc. of Clinton Township, MI for the Concrete Slab Replacement Program at its current unit prices for the first year and a 3% increase for the second year, which would expire June 30, 2018.



CITY COUNCIL AGENDA ITEM



23525 Lakepointe Dr.
Clinton Township
Michigan, 48036

Phone: 586.783.4044

Fax: 586.783.4058

E-Mail: dci1994@sbcglobal.net

April 6, 2016

Kurt Bovensiep
City of Troy
Department of Public Works
4693 Rochester Road
Troy, MI 48085

Re: City of Troy Concrete Slab Replacement Program 2016-2017(ITB-COT 14-10)

Dear Mr. Bovensiep,

DiLisio Contracting Inc. is pleased to accept the contact extension provision for the above mentioned project and retain the unit prices from the 2015-2016 contract. In efforts to continue the partnership in achieving the city's infrastructure improvement needs, DiLisio Contracting Inc. is also willing to accept the 2017-2018 contract with an increase of 3% of current unit prices. Said increase reflects negotiated prices with the concrete supplier, Protocon Transit Mix, Inc. DiLisio Contracting is not requesting an increase based on overhead, profits, wages and benefits to its employees.

If you have any questions to not hesitate to call me at 586-405-4578

Respectfully yours,

A handwritten signature in blue ink that reads "Giuseppe D. Lia".

Giuseppe D. Lia
Treasurer





CITY COUNCIL AGENDA ITEM

Date: April 11, 2015

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Director of Financial Services
Timothy L. Richnak, Public Works Director
Kurt Bovensiepe, Public Works Manager

Subject: Standard Purchasing Resolution 4: National Joint Powers Alliance (NJPA) Cooperative Agreement – Kubota Tractor- B3350HSDC & Bid Waiver - Kubota Tractor Implements

History

- The Parks Division is responsible for the maintenance of over 900 acres of parkland.
- Maintenance includes using specialized equipment and attachments for renovation, maintenance, and development.
- The current John Deere Tractor and attachments are 15 years old and have reached the end of its service life.

Purchasing

- The National Joint Powers Alliance Cooperative (NJPA) prequalifies vendors through a competitive bid process.
- Kubota Tractor Corporation of Torrance, CA is one of the awarded low bidders from NJPA, Contract # NJPA070313-KBA.
- Weingartz of Shelby Township, MI is an authorized vendor from Kubota Tractor Corporation and will be handling the installation of equipment on the tractor and delivery to the City of Troy.
- All transactions will be completed through Kubota Tractor Corporation for the tractor.
- All transactions for the implements will be completed through Weingartz of Utica, MI.
- **Trade-Ins-** Trade-ins allowances from Weingartz are estimated as follows:
 - John Deere JD 4410 with loader, snow blower, and backhoe \$10,000

Financial

Funds for this piece of equipment are available in the Capital Budget of the Public Works Departments-General Equipment.

<u>Account Number</u>	<u>Project Number</u>	<u>Budgeted Amount</u>	<u>Current Budget</u>
401.464.7978.010	20160059	\$60,000	\$85,595

CITY COUNCIL AGENDA ITEM

Recommendation

City management recommends awarding a contract to purchase one (1) Kubota B3350HSDC with listed attachments from Kubota Tractor Corporation as per the NJPA Cooperative Contract # NJPA070313-KBA for an estimated total cost of \$28,285.65, at prices detailed and contained in the attached quote as per NJPA. In addition, city management recommends waiving the bid requirements to purchase attachments for the tractor, which include; Land Pride Box Scraper, Post Hole Digger, Trencher, Power Take Off (PTO) Chipper, and Backhoe from Weingartz of Utica, MI, at unit prices detailed in the attached quote for an estimated total of \$21,535 that includes a \$10,000 deduction for the trade-in of the current John Deere tractor and implements.





CITY COUNCIL AGENDA ITEM



B3350HSDC WEB QUOTE #557138
Date: 3/30/2016 2:02:24 PM

-- Customer Information --
Teifke, Tim
City of Troy
bhisted@weingartz.com
248.524.3410

To order equipment - purchase order must be made outside of this bid:

Kubota Tractor Corporation
3401 Del Amo Blvd.
Torrance, CA 90503
or email NA_Support@kubota.com
or call 1-800-783-4 or 8: 844-582-1581

-- Standard Features --

-- Custom Options --



B Series

B3350HSDC

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model# V15D5TE4D26Q
Tier IV Engine with DPF
4 Cyl. 91.5 cu. in.
+ 33.0 Gross Eng. HP
+ 27.0 PTO HP
@ 2500 Eng. Rpm
12V - 430CCA
Charging Output 75 Amps
Dual Air Cleaner Element

HYDRAULICS
Open Center
Gear Type
Hyd. Pump Cap.
3.7 gpm Power Steering
5.0 gpm Remote 3 Pt. Hitch
8.7 gpm Total Hyd. Flow
Cat 1 3-point Hitch
At Lift Point 2139 lbs.
24" Behind 1676 lbs.
Position Control

DRIVETRAIN
Hydrostatic Power Steering
Cast Iron Front Axle - Bevel
Gear
Rear Bevel Gear, 4WD
Tread Spacing, No adjustable

TRANSMISSION
Hydrostatic Drive
3 Range: HI-Med-Low
Forward Speeds -
HI Range 0 - 13.6 mph
Med Range 0 - 5.8 mph
Lo Range 0 - 3.6 mph
Reverse Speeds -
HI Range 0 - 10.3 mph
Med Range 0 - 4.3 mph
Lo Range 0 - 2.7 mph
Rear Differential Lock
Brake Pedals, Left Side

+ Manufacturer Estimate

FLUID CAPACITY
Fuel Tank 7.4 gal.
Cooling System 4.3 qts.
Crankcase 4.8 qts.
Transmission and 4.0 gal.
Hydraulics
Front Axle 5.0 qts.

DIMENSIONS
Overall Height w/ROPS 84.5"
Overall Length w/Opt 114.2"
Wheel Base 65.6"
Crop Clearance 14.6"

POWER TAKE OFF
Line Independent Hydraulic PTO
Rear PTO - 1 Speed
SAE Std 1 3/8" Six Spline
563 rpm @ 2500 Eng. rpm
Mid PTO - 1 Speed
2500 rpm @ 2600 Eng. rpm

SAFETY EQUIPMENT
Factory Certified ROPS Cab
Flip-Up PTO Shield
Safety Start Switches
Electric Key Start Off
Wet Disc Brakes
Parking Brakes
Turn Signal / Hazard Lights

CAB FEATURES
Tilt Steering Wheel
Deluxe Cruise Control
AC / Heater
Adjustable Seat Suspension
Seat with Arm Rests
3 Pt. Lower extendible links
Ratchet right link
Enclosed operator controls
Rear Defogger with 60A Alternator
Front / Rear Wiper w/washer
12V Outlet and Cup Holder
Rear View Mirror
Integrated Loader Valve &
Joystick

SELECTED TIRES

ABR8726 & BR8749 INDUSTRIAL TIRES
FRONT - 23x8.5D-14 R4 Titan Trac Loader
REAR - 12.4-16 R4 Goodyear Site Grip Lig

B3350HSDC Base Price: \$28,945.00

(1) FRONT LOADER PACKAGE \$3,208.00

LAS344-F FRONT LOADER PACKAGE

(1) MECH 2 LVR QUICK COUPLER/B2650/B3350 \$432.00

B 2265-MECH 2 LVR QUICK COUPLER/B2650/B3350

(1) 60" LIGHT MATERIAL QUICK ATTACH BUCKET \$559.00

B 2265-60" LIGHT MATERIAL QUICK ATTACH BUCKET

(1) SPILL GUARD KIT FOR THE LAS34 LOADER \$549.00

B 2265-SPILL GUARD KIT FOR THE LAS34 LOADER

Configured Price: \$33,693.00

NJPA 0703 13-KBA Discount: (\$6,738.60)

NJPA 0703 13-KBA Price: \$26,954.40

Dealer Assembly: \$431.25

Freight Cost: \$850.00

PTD: \$250.00

Total Unit Price: \$28,285.65

Quantity Ordered: 1

Final Sales Price: \$28,285.65

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added or deleted at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivery date. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment is quoted as subject to availability.



CITY COUNCIL AGENDA ITEM

- WEINGARTZ -

EVERYTHING FROM LAWN TO SNOW

46061 Van Dyke Ave
 Utica, MI 48317
 (586) 731-7240 Fax: (586) 731-9319
 info@weingartz.com
 www.weingartz.com

INVOICE

Inside Rep	Invoice Date	Invoice #
514		10118091-00
Outside Rep	PO #	Page #
HSE		1
Taken By	Instructions	
514	248-524-3410	

Bill To:	CITY OF TROY FINANCE DEPARTMENT 500 W. BIG BEAVER TROY, MI 48084
89300	

Ship To:	CITY OF TROY PARKS 4695 ROCHESTER RD. TROY, MI 48084
	Ship To Phone# (248) 524-3410

Approval No.	Terms	Ship Point	Ship Via	Order Date	Ship Date
	Net 10th	Weingartz - Utica	Cust Pickup	04/01/16	

Line #	Product And Description	Quantity Ordered	Quantity B/O	Quantity Shipped	Qty U/M	Retail Price	Unit Price	Ext. Price
1	LPBB1560-42 Land Pride Box Scraper	1			EA	822.00	670.00	670.00
2	LPPD15-12-82 Post Hole Digger - 12" Auger, Orange	1			EA	1362.00	885.00	885.00
3	LPRCR1860-11-32-02-41-82 ROTARY CUTTER RCR18	1			each	2208.00	1430.00	1430.00
4	SW78592 Trencher 612	1			each	7955.00	7955.00	7955.00
5	SW110633 48" Boom & Crumber Assm	1			each	642.95	0.00	0.00
6	SW80051 6" Wide Chain for 48" Boom	1			each	1019.00	0.00	0.00
7	BECH9540H BearCat 9" Chipper 540 PTO Hydraulic Feed	1			each	10895.00	10895.00	10895.00
8	SW103749 365 Backhoe, Standard Dirt Pads	1			each	9700.00	9700.00	9700.00
9	SW88512 12" Standard Bucket (3 Teeth)	1			each	429.00	0.00	0.00
10	SW107100 3-Point Mounting Kit (Cat 1)	1			each	817.00	0.00	0.00
11	SW113184 PTO Power Pack	1			each	1532.00	0.00	0.00
12	TR2593 JD 4410/LOADER/SNOWBLOWE BACKHOE	1-			each	10000.00	10000.00	10000.00 -

12 Lines Total	Qty Shipped Total	11	Total	21535.00
			Invoice Total	21535.00
			Total Due	21535.00



CITY COUNCIL AGENDA ITEM

Date: April 11, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Financial Services Director
Robert Redmond, Police Captain
Gary Mayer, Police Chief

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Fitness Equipment Police Department

History

- The Police Department Fitness Room offers and maintains forty two (42) pieces of cardio and weight training equipment, forty (40) of which pieces are thirteen (13) or more years old.
- The fitness equipment is continually monitored, and repaired as necessary, however the lifespan of this equipment is not infinite, warranties have expired, making cost to repair aged and worn equipment vs. purchasing new equipment an unwise expenditure.
- Replacement ensures up-to-date, usable, and safe equipment for employees of the Police Department, and eliminates expensive repair costs associated with the current non-warrantied equipment.
- Based on the replacement plan, it is necessary to purchase and replace twenty one (21) pieces of equipment (less trade-ins) that no longer have warranty coverage and are all past their useful life cycle.

-

Purchasing

- On July 30, 2015, a bid opening was conducted as required by City Charter and Code for physical fitness equipment for the Troy Community Center.
- August 10, 2015 City Council approved contracts to the low bidders meeting specifications to provide fitness equipment to All Pro Exercise of Plymouth, MI and to Direct Fitness, LLC of Mundelein, IL as detailed in the bid tabulation opened July 30, 2015. (Resolution #2015-08-104-J-04a).
- The fitness equipment for the Police Department will be purchased based on the above mentioned bid pricing.

Financial

Funds are available through in the Police Department Capital Fund; 401.301.10.305. The Project# is 20160130.

Recommendation

City management recommends awarding a contract to the low bidder meeting specifications; *All Pro Exercise of Plymouth Township, MI* in the amount of \$46,699.00 as per the bid pricing and specifications contained in the original bid tabulation opened July 30, 2015 and also as per the detailed attached quote.

All-Pro Exercise, Inc.
 45255 Five Mile Rd
 Plymouth Township, MI 48170
 734-927-6500

ALL PRO EXERCISE
Selling The Best, Servicing The Best
 Don King, ACSM
 Certified Health Fitness Specialist
 Mobile: 248-789-0469 Fax: 586-751-2519
 E-Mail: dking@allproexercise.com
 www.allproexercise.com
 Main Office: 734-927-6500 Ext. 11
 45255 Five Mile Road
 Plymouth Township, MI 48170

Commercial
 Fitness Outfitters
 Training
 Environment
 Design
 Sales - Service - Parts
 1-800-525-2739 ext 11

SALES ORDER

Sales Order Number: DK20798-C1001
 Sales Order Date: Mar 23, 2016
 Ship By: May 20, 2016
 Page: 1

Voice: 734-927-6500
 Fax: 734-927-6504

To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Ship To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Customer ID	PO Number	Sales Rep Name
Troy Police Dept		Don King
Customer Contact	Shipping Method	Payment Terms
Joe Morgan	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
2.00		Matrix #T5x Treadmill. Heavy commercial Treadmill. List: 8999.00	4,695.00	9,390.00
1.00		Matrix T5x Warranty: 3 years Parts & labor (includes running belt & deck, Service Calls & Parts shipping).		
1.00		Keiser M3i Electromagnetic Upright-Bike (Spinning Bike) with Bluetooth Computer. List: 2095.00	1,695.00	1,695.00
1.00		Keiser Warranty: Limited Parts 3 years, wear item parts 6 months. No Labor.		
1.00		OCTANE #XR6000. heavy commercial, Seated Total Body Elliptical. List: 4999.00	3,595.00	3,595.00
1.00		OCTANE #LX-8000, LateralX Trainer (total body Stepper & Later-force trainer). List: 7899.00	4,899.00	4,899.00
1.00		OCTANE Warranty: 3 years ALL parts, 1 year labor.		
1.00		Inbound freight, inside delivery & set up.	1,090.00	1,090.00
1.00		Trade-in: 2 Landice L8 Treadmill, 1 Precor 846R Recumbent Bike, 1 SportsArt uprt Bike, 1 Precor 764i Stepper.	1,000.00	-1,000.00
		STRENGTH EQUIPMENT		
1.00		HOIST #Mi7 Functional Trainer with 2-200 lb wt stacks, Dips Bars & Body-stabilizer. List: 4995.00	3,395.00	3,395.00
1.00		Matrix #MG-FS946, Free Standing Lat Pull/Low	2,295.00	2,295.00
		Subtotal		Continued
		Sales Tax		Continued
		Freight		Continued
		TOTAL ORDER AMOUNT		Continued

All-Pro Exercise, Inc.
 45255 Five Mile Rd
 Plymouth Township, MI 48170
 734-927-6500



SALES ORDER

Sales Order Number: DK20798-C1001
 Sales Order Date: Mar 23, 2016
 Ship By: May 20, 2016
 Page: 2

Voice: 734-927-6500
 Fax: 734-927-6504

To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Ship To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Customer ID	PO Number	Sales Rep Name
Troy Police Dept		Don King
Customer Contact	Shipping Method	Payment Terms
Joe Morgan	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		Cable Row w/305 lb wt Stack. List: 3295.00		
1.00		HOIST #HD-3300, Shoulder Press/ Chest Press. List: 2199.00	1,949.00	1,949.00
1.00		Matrix #MG-C895, 3 Way-Olympic Barbell Press. List: 2195.00	1,595.00	1,595.00
1.00		Matrix #VS-S22, Pec Fly/Rear Delt w/heavy wt. Stack. List: 2990.00	2,149.00	2,149.00
1.00		HOIST HD-3700, Assisted Dip/Chin. List: 3999.00	2,595.00	2,595.00
1.00		HOIST #HD-3100, Biceps Curl/Triceps Extension. List: 2999.00	1,949.00	1,949.00
1.00		HOIST #CF-3165, Decline to 85 Degree Bench w/wheels. List: 899.00	695.00	695.00
1.00		TROY Barbell #TSD-U. Round-hex Solid Steel Urethane Dumbbells, with Troy PD Logos. 5-100 lb x 5 lb. List: 12,995.00	8,595.00	8,595.00
1.00		TROY Barbell #TSD-U. Round-hex Solid Steel Urethane Dumbbells, with Troy PD Logos. 5-25 lb x 5 lb. List: 1695.00	1,095.00	1,095.00
2.00		Troy #GTDR-3, Triple Tier Flat Shelf DB Rack w/DB numbers. List: 695.00	439.00	878.00
1.00		Inbound freight, inside delivery, assembly & set up.	2,790.00	2,790.00
Subtotal				Continued
Sales Tax				Continued
Freight				Continued
TOTAL ORDER AMOUNT				Continued

All-Pro Exercise, Inc.
 45255 Five Mile Rd
 Plymouth Township, MI 48170
 734-927-6500

ALL PRO EXERCISE
Selling The Best, Servicing The Best
 Don King, ACSM
 Certified Health Fitness Specialist
 Mobile: 248-789-0469 Fax: 586-751-2519
 E-Mail: dking@allproexercise.com
 www.allproexercise.com
 Main Office: 734-927-6500 Ext. 11
 45255 Five Mile Road
 Plymouth Township, MI 48170

Commercial
 Fitness Outfitters
 Training
 Environment
 Design
 Sales - Service - Parts
 1-800-525-2739 ext. 11

SALES ORDER

Sales Order Number: DK20798-C1001
 Sales Order Date: Mar 23, 2016
 Ship By: May 20, 2016
 Page: 3

Voice: 734-927-6500
 Fax: 734-927-6504

To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Ship To:
 Troy Police Department
 500 W. Big Beaver Rd
 Troy, MI 48084
 248-524-3576

Customer ID	PO Number	Sales Rep Name
Troy Police Dept		Don King
Customer Contact	Shipping Method	Payment Terms
Joe Morgan	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		Trade-ins: Magnum 6 stack CableCrossover, Paramount Pec Fly/Rear Delt. Used Dumbbells 5-100 x 5 lb. Used Flat Shelf Dumbbell Rack, 1 Paramount adj Bench.	1,950.00	-1,950.00
1.00		Trade-ins: Magnum PL Shoulder Press, Magnum PL Lat/Row, Magnum Preacher Curl Bench. Paramount 3 Way Olympic Bench.	1,000.00	-1,000.00
Subtotal				46,699.00
Sales Tax				
Freight				0.00
TOTAL ORDER AMOUNT				46,699.00



CITY COUNCIL AGENDA ITEM

Date: April 13, 2016

To: Brian Kischnick, City Manager

From: MaryBeth Murz, Purchasing Manager
Tom Darling, Director of Financial Services
Timothy Richnak, Public Works Director
Brian Varney, Superintendent of Fleet Operations

Subject: Standard Purchasing Resolution 4 - NJPA Purchasing Cooperative – Hoist Equipment

History

- The Fleet Department is responsible for the maintenance of the city's vehicles and equipment. The maintenance requires specific types of equipment to perform individual tasks.
- Hoists are used to perform repairs to the city's vehicles.
- This purchase replaces existing aging equipment.

Purchasing

- Napa is the awarded low bidder from the NJPA Purchasing Cooperative Contract #031212-GPC
- Kirk's Automotive is an authorized dealer for Napa and participates in the NJPA contract process.
- The detailed quote is attached.

Financial

Funds for the purchase of the Challenger 4 Post General Service Lift 4015XFX04 are available in the Motor Pool Capital Fund - Shop Equipment. The Project# is 20160066.

Recommendation

City management requests authorization to purchase a Challenger 4 Post General Service Lift 4015XFX04 with two (2) 7.5k Rolling Jacks, Bolt-On Alignment Kit and Internal Air Line Kit.; which includes installation for an estimated grand total cost of \$ 14,490.50 from *Kirk's Automotive, Inc. of Detroit, MI*.





CITY COUNCIL AGENDA ITEM

Date: April 14, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Financial Services Director
 MaryBeth Murz, Purchasing Manager
 Elaine Bo, Recreation Director
 Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 3 - Exercise Renewal Option – Camp Ticonderoga Restaurant Operations

History

- Since December 1995, restaurant operations at 2725 Rochester Road, Troy Michigan; adjacent to Sylvan Glen Golf Course, has been managed by Gallatin, Inc. (aka Camp Ticonderoga) of Metamora, Michigan.
- The contract is for restaurant and golf course cart operations at Sylvan Glen Golf Course.
- The current lease has an expiration date of May 1, 2016 with the option to renew for one additional five (5) year period under the terms and conditions of the current lease.
- Camp Ticonderoga past performance has been acceptable to City Management.
- Since 2011 as part of an amended agreement, Gallatin, Inc. has made \$180,000 of repairs which include:
 - Permanent outdoor deck roof/gutters
 - Updated outdoor electrical and lighting system
 - New outdoor deck heaters
 - Upgraded four restrooms with granite counters, sinks, faucets, toilet stalls
 - Replaced and upgraded second floor Emergency Exit awning/stairs
 - New baseboard heaters in Main Dining and Hunt Room
 - Enlarged basement walk-in cooler to meet new health codes and increase draft beer capability
 - Replaced and upgraded three emergency exits
 - Replaced the large golf-course side window
 - Added 6-8 new draft beer taps to increase draft beer capacity
 - Replaced 2nd floor windows along Rochester Rd.

Purchasing

The current Lease agreement with Gallatin, Inc. expires on May 1, 2016 with the option to renew for one additional five (5) year period. The renewed lease agreement will be in effect for an additional 5 years with an expiration date of May 1, 2021.

Although most of the lease provisions remain the same for this extension, the parties have agreed to two modifications, based on patron's requests. First, the revised agreement allows for the sale of coffee, water, and snacks prior to the restaurant opening. Second, there is a provision that allows for



CITY COUNCIL AGENDA ITEM

a requested second beverage cart for large events. This agreement can also be mutually extended for one subsequent five year period, with a CPI rent increase.

Financial

Gallatin, Inc agrees to pay the City \$70,944.00 per year through the fifth year of the Lease Agreement. Payments shall be made in equal monthly payments of \$5,912.00 per month. This amount is an increase of \$3,744 annually from the last contract.

Recommendation

City administration recommends approval of this five year renewal agreement with Gallatin, Inc.

City Attorney's Review as to form and Legality:

Lori Grigg Bluhm, City Attorney

Date

**LEASE AGREEMENT BETWEEN THE CITY OF TROY
AND GALLATIN, INC., d/b/a CAMP TICONDEROGA**

This Lease Agreement is entered into this _____ day of April, 2016, between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as “LESSOR” and Gallatin, Inc., a Michigan Corporation, d/b/a Camp Ticonderoga, whose address is 3405 Rock Valley Road, Metamora, Michigan 48455, hereinafter referred to as “LESSEE”, and the LESSOR and LESSEE collectively referred to as the “Parties”.

RECITALS

- A. WHEREAS, LESSOR has had a landlord-tenant relationship with LESSEE, for the past 20 years during which LESSEE has established and managed a restaurant with a Class C Liquor License in a structure on property owned by LESSOR at 5725 Rochester Road, Troy, Michigan 48084; and
- B. WHEREAS, based on the past performance of the LESSEE and the benefit derived to the LESSOR from the presence of a restaurant with a Class C Liquor License on LESSOR owned property adjacent to the Sylvan Glen Golf Course (also owned by LESSOR); and
- C. WHEREAS, the term of the previous Lease Agreement is expiring and the Parties desire to enter into a new Lease.

Now, therefore, in consideration of the covenants and agreements Contained herein, LESSOR and LESSEE agree as follows:

- 1. LOCATION AND USE OF LEASED PROPERTY.** LESSOR agrees to rent to LESSEE the premises commonly known as 5725 Rochester Road, Troy, Michigan 48084, and legally described in Exhibit A together with all easements, rights and appurtenances, hereinafter referred to as “Leased Property”. LESSEE acknowledges and agrees that the Leased Property is exclusive of the Sylvan Glen Golf Course, Sylvan Glen Pro Shop and the Sylvan Glen Locker Room, hereinafter referred to as “Golf Course”. The Leased Property is not to be used for any other purpose besides a restaurant with a Class C liquor license operating under the terms and conditions set out in this Agreement unless otherwise pre-approved by the LESSOR.
- 2. EXCLUSIVE FOOD SERVICE PROVIDER.** The contractor managing the Sylvan Glen Golf Course (currently Billy Casper Golf) has the option of selling coffee, water, and snacks to accommodate golfers who are on the premises prior to the opening of

the restaurant. Otherwise, LESSOR agrees to prohibit the sale or service of food or beverage service by any party other than LESSEE, unless such service is provided by LESSOR on the Golf Course, in buildings upon the Golf Course or in the Golf Course Pro Shop.

3. RENT. LESSEE agrees to pay LESSOR rent in the sum of Seventy Thousand Nine Hundred Forty Four (\$70,944.00) dollars per year for the first through the fifth (5th) year of the Lease Agreement. Payments shall be made in equal monthly payments of five thousand nine hundred twelve (\$5,912.00) dollars per month. Payment shall be made payable to: City of Troy. Payments must be received by the City of Troy Treasurer, 500 W. Big Beaver Road, Troy, Michigan 48084 on the first day of each month beginning May 1, 2011.

4. CAPITAL IMPROVEMENTS BY LESSEE. LESSEE may make capital improvements to the Leased Property. These capital improvements will be done at LESSEE'S own expense and only after LESSOR'S written approval. Before any work is done or any materials delivered, LESSEE shall comply with LESSOR'S request to see plans, specifications, contractor's information, and copies of contracts. All repairs and/or alterations shall be approved LESSOR prior to any work being done. LESSEE shall obtain all necessary building and mechanical permits from the City of Troy before any work is done.

The Leased Property is a locally designated Historic District under Chapter 13 of the City of Troy Code of Ordinances (Historic Preservation). Therefore, all capital improvements by either LESSEE or LESSOR for areas of the Leased Property which are controlled by Chapter 13 shall be designed, approved and maintained in compliance with Chapter 13, applicable State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation.

All capital improvements, repairs, installations, hardware, non-trade fixtures and improvements, temporary or permanent, on the Leased Property shall become the property of LESSOR unless otherwise mutually agreed to by the Parties in writing.

5. TERM OF LEASE AGREEMENT. This Lease Agreement shall be in effect for five (5) years with expiration date of May 1, 2021, unless otherwise terminated, as provided in this Lease Agreement. Within ninety (90) days of the expiration of this Lease Agreement, LESSEE shall notify LESSOR that it is agreeable to an extension of the Lease Agreement. The LESSOR may, at its option, renew this Lease Agreement for one additional five (5) year period under the terms and conditions as set out in this Lease Agreement, with the exception that there will be a Consumer Price Index adjustment to the rent for the renewal period. A request by LESSOR to determine LESSEE'S interest in renewing the contract in no way obligates LESSOR. The option to renew this Lease Agreement cannot be exercised without Troy City Council approval.

6. UTILITIES. LESSEE shall pay all telephone, cable, heat, gas, water and

electricity used in the Leased Property. LESSEE shall pay for all repairs or replacement parts that become necessary due to the malfunction, damage, or any other failure of any apparatus necessary for providing telephone, cable, heat, gas, water and electricity.

8. TAXES. LESSOR shall pay any real estate taxes attributable to the Leased Property. LESSEE SHALL pay any personal property and all other taxes attributable to the Lease Property or the restaurant operation on the Leased Property.

9. USE AND QUIET ENJOYMENT. Upon the timely payment of the monthly rental amount under the terms and conditions provided herein, LESSEE shall be given the use and quiet enjoyment of the Leased Property for the term or renewed term of this Lease Agreement.

10. DUTY TO MAINTAIN HIGH QUALITY OF PERFORMANCE. It is the intent of the Parties that the restaurant and Class C Liquor Licensed establishment on the Leased Property be operated and managed at a high level of quality. LESSEE acknowledges and agrees that any lesser standard will reflect poorly on LESSOR'S reputation. LESSEE shall maintain upon the premises a substantial stock of goods, wares, merchandise and equipment so as to provide for the proper storage, preparation, serving and disposal of food products, including, but not limited to, the use and implementation of recognized standards in the restaurant/food service industry required for the health and safety of patrons and employees.

11. PERSONNEL: LESSEE acknowledges and agrees that its choice of employees reflect upon the reputation of LESSOR. LESSEE shall require its employees to act courteously, responsively and responsibly towards patrons. LESSEE shall require each employee that will be serving alcohol to be TIPS and/or TAM trained. Employees shall be clean and modestly dressed at all times.

12. CLASS C LIQUOR LICENSE/SALE OF ALCOHOL ON GOLF COURSE BY CART. At all times under this Lease Agreement, LESSEE shall maintain its Class C Liquor License. LESSEE shall be permitted to sell alcoholic beverages on the Golf Course proper through use of one (1) beverage cart, which shall be purchased or leased by LESSEE. There will also be additional times, such as tournaments, when LESSOR or its Contractor (Currently Billy Casper Golf) will request additional beverage service on the golf course for the event. For each request, LESSEE agrees to meet with the City's Contractor/ Golf Course Manager at the earliest opportunity and attempt to reach an agreement about the beverage cart arrangements. If the LESSEE and the City's Contractor cannot reach an Agreement, then the LESSEE must notify the City Manager. LESSEE is ultimately responsible for compliance with all federal, state and local laws related to the sale, distribution, use, or possession of alcohol, and the administrative rules, procedures, and guidelines as promulgated by the Michigan Liquor Control Commission including, but not limited to, obtaining or maintaining the necessary license(s) or permit(s) which allow for the operation of beverage cart(s) on the Golf Course. During the term of the Agreement, LESSEE shall comply with any restrictions of its liquor license and also Chapter 30 of the City of Troy Ordinances, which currently

restricts alcohol sales to those beverages containing less than 21% of alcohol by volume. LESSEE shall offer sandwiches, snacks, water and other nonalcoholic beverages, in addition to alcoholic beverages, for sale on the beverage cart(s).

Any of LESSOR'S employees operating the beverage cart must be trained to operate it in a safe manner and in proper golf course etiquette. LESSEE will train all operators of the beverage cart. LESSEE shall keep records of all training, and shall make such records available for review by LESSOR upon requests. LESSEE has the responsibility of determining the routing and hours of operation for the beverage cart. However, LESSOR may adjust the routing or hours of operation for good cause, after consultation with LESSEE.

Storage of the beverage cart or carts is the sole responsibility of LESSEE. Upon approval of LESSOR, LESSEE may store the beverage cart(s) with the golf carts during the golf season. Off season, LESSEE is responsible for beverage cart storage. Storage of the beverage cart inventory is also the sole responsibility of LESSEE. LESSOR has no liability or responsibility for damages to the beverage carts during storage.

LESSOR grants to LESSEE limited use of the Golf Course during the period of the Lease Agreement for the purpose of controlling and monitoring alcohol consumption. LESSEE shall have control and responsibility pursuant to this Lease Agreement for the sole purpose of enforcing MLCC regulations, and is responsible for the conduct of the employees of the LESSOR only as it relates to the Liquor Control Code and Administrative Rules. LESSEE shall indemnify and hold harmless LESSOR from all claims arising out of the sale of alcoholic beverages for consumption on the Golf Course. LESSEE understands and agrees that LESSOR may provide back up security for the monitoring of alcohol consumption on the Golf Course. LESSEE recognized and agrees that operation and control of normal Golf Course activities lies exclusively with LESSOR, except for insuring compliance with the Liquor Control Code and MLCC Administrative Rules which is the responsibility of the LESSEE.

13. NO ADULT USE BUSINESS. LESSEE is strictly prohibited from any activities set out in the City of Troy's Code of Ordinances, Chapter 76. It is the intent of the Parties that the restaurant is operated and managed in such a manner that patrons feel comfortable in bringing minor children in to dine.

14. NUISANCE AND PROHIBITED USES. LESSEE shall not make or permit or allow any noise or odor that is objectionable to the public, to other occupants of the building, or to LESSOR. LESSEE shall not create or maintain a nuisance on the Leased Property and shall not engage in any actions tending to injure the reputation of the LESSOR. LESSOR shall have the sole discretion to determine that a nuisance exists. LESSEE shall not place or permit any antennae, loud speakers, sound amplifiers or similar devices on the roof or outside of the Lease Property.

LESSEE shall not make, use or permit any use of the Leased Property which is directly or indirectly prohibited by law, ordinance or governmental regulation. LESSEE

shall not make, use or permit any use of the Lease Property which may be dangerous to life, limb or property.

LESSEE shall pay to LESSOR compensation for all damages sustained by LESSOR as a consequence of any nuisance or illegal acts set for in this Section, including, but not limited to, any increase insurance premiums paid by LESSOR resulting from those acts.

15. DAYS AND HOURS OF OPERATION. LESSEE shall keep the restaurant open for patrons during reasonable business hours seven (7) days per week except holidays unless LESSEE chooses to operate on those holidays. This provision will not apply to closures for fire, casualty, strikes or other causes beyond LESSEE's control or during repair, cleaning and decorating of the Leased Property, as pre-approved by LESSOR.

Except as otherwise provided in this Lease Agreement, LESSEE shall keep the "Grill Room" portions of the Leased Property open for food and beverage services, with breakfast, full lunch and dinner menus, from April through October, inclusive, from 11:00 a.m. to dusk Monday through Friday, and from 11:00 a.m. to dusk Saturday, Sunday and holidays, when the adjacent Golf Course is open.

Under no circumstances shall the "Grill Room" be used for any purpose other than service to golfers during the golf season except on Mother's Day and scheduled group use on Saturday evenings after 7:00 p.m. At all other times, full service shall be maintained on the west deck for golfers.

If LESSOR determines that LESSEE has failed to keep the Leased Property open to patrons as required under this Lease Agreement, or if LESSEE posts or publicizes days and/or hours of operation but does not open to patrons during those days and/or hours, LESSOR will immediately notify the LESSEE in writing of the nature of the non-compliance with the Lease Agreement. In the event of non-compliance, LESSOR, through the Troy City Manager or his/her designee, and LESSEE will meet immediately but no later than forty-eight (48) hours after such notice is provided. If the City Manager or his/her designee in their sole discretion determines that LESSEE has not complied with the terms and conditions of this Lease Agreement concerning required days and hours of operation, and LESSEE has not satisfied the City Manager or his/her designee that an exception is justified, then LESSOR will provide immediate notice of the non-compliance. After this initial meeting and notification, LESSOR determines, in its sole discretion, that there are any subsequent failures to comply with the days and hours provisions, LESSEE will pay a five hundred (\$500.00) dollar liquidated damage penalty to LESSOR within five (5) days after being invoiced by LESSOR. If LESSEE violates the days and hours provisions of the lease two (2) times or more, then LESSOR may terminate this Lease Agreement as provided in Section 24.

16. CURRENT CONDITION OF LEASED PROPERTY. LESSEE acknowledges that it is familiar with the present condition of the Leased Property and that the Leased Property is in satisfactory condition as of the date of execution of this Lease Agreement.

17. GROUND SIGN. As a result of a variance granted by Troy City Council on May 6, 1996, LESSEE was allowed to replace a 96 square foot sign located 12 feet from the Rochester Road right-of-way with a sign of the same size, which is now 1 foot 2 inches into the planned Rochester Road right-of-way. LESSEE is allowed to continue to use the currently existing ground sign on the Leased Property for the duration of this Lease Agreement, including any mutually approved renewal period, or until the City of Troy needs additional Rochester Road right-of-way which requires removal and relocation of the sign, whichever occurs first. LESSEE shall be responsible for removing and /or relocating the sign at its own expense upon expiration of the variance as set forth in this Section.

In the event the LESSEE does not remove the sign, and has received advanced written notice of at least 120 days, LESSOR, without further judicial process, may enter upon the Leased Property and remove or cause the sign to be removed at LESSEE'S expense.

18. ANNUAL REPORT. LESSEE'S fiscal year is January 1st to December 31st. On or before the thirty-first (31st) day of March each year, LESSEE shall prepare and deliver to LESSOR an annual audited financial report prepared in the regular course of business, which accurately reflects the economic status of the business. Annual reports shall be delivered to the Troy City Manager, 500 W. Big Beaver Road, Troy, Michigan 48084.

If the LESSOR is dissatisfied with the completeness, accuracy or validity of the report, within thirty (30) days of the receipt of the annual report, LESSOR shall send written notice to the LESSEE of the reasons for its dissatisfaction. The LESSEE shall have ten (10) days from the date the notice is sent to provide acceptable documentation and reports or provide other reports requested by LESSOR. LESSEE's failure to provide satisfactory supplemental documentation or reports upon LESSOR's request may be considered a breach of this Lease Agreement.

19. LESSEE'S OBLIGATION TO MAINTAIN, REPAIR, DECORATE AND CLEAN. LESSOR has made no promises to maintain, repair, decorate or clean the Leased Property and has made no representations regarding the condition of the Leased Property. LESSEE shall at LESSEE'S own expense, maintain the Leased Property in good condition and repair, including, but not limited to, the outdoor deck, all interior walls, floors, doorways, plumbing fixtures and pipes, electrical outlets, heating and cooling equipment , and interior and exterior glass.

LESSEE shall maintain the temperature in the Lease Property at a level high enough to prevent the freezing of water in the plumbing fixtures and to prevent all other damage caused by low temperatures.

LESSEE shall not overload any floor. LESSOR reserves the right to direct the routing and location of all safes and all other heavy objects. All supplies, merchandise,

fixtures, appliances and equipment may only pass through proper service doors while the Lease Property is occupied by patrons.

LESSOR shall remove snow and ice from the parking area in front of, adjoining and in the rear of the Leased Property and maintain the grass and shrubbery areas adjacent to the restaurant building. LESSEE shall keep all sidewalks, entrances, passages, courtyards, corridors, vestibules, halls, approaches, exits, elevators and stairways free from all obstructions including, but not limited to, snow, ice, refuse, ashes and fire hazards of any kind.

LESSEE shall keep all windows of the Leased Property clean and shall maintain the Leased Property in an attractive condition. If LESSEE desires interior awnings, shades, blinds, window or door coverings, LESSEE shall furnish and maintain the same in an attractive manner at LESSEE'S own expense.

LESSEE shall not install any apparatus for exterior illumination, air conditioning, cooling, heating, refrigeration or ventilation on the Leased Property without LESSOR'S advance written consent which shall not be unreasonably withheld.

If LESSEE fails to make repairs promptly and adequately, LESSOR reserves the option to make the repairs at the cost to the LESSEE, including, but not limited to, personnel costs, overtime costs, parts and supplies. LESSOR shall provide an invoice with a breakdown of its costs to LESSEE. If LESSEE fails to pay those costs within thirty (30) days of LESSOR'S invoice, LESSOR may add the costs as part of LESSEE'S rental payments until such costs are paid or pursue other legal remedies.

LESSEE SHALL INDEMNIFY LESSOR for any injuries, including property damage, personal injury or death, for claims based on a violation of this Section.

20. LESSOR'S OBLIGATION TO MAINTAIN AND REPAIR. LESSOR shall maintain and repair the foundation, exterior walls, and the roof of the Leased Property in good condition. LESSOR, at its own expense, may also voluntarily or pursuant to government requirements, repair any part of the Leased Property. During the repair, LESSOR shall be allowed to take whatever action is necessary to complete the repair. LESSOR shall make a reasonable effort to avoid, prevent or minimize the occurrence of property damage and/or loss of business and profits to LESSEE during all times during the repair.

21. RIGHT OF ENTRY. LESSOR reserves the right to enter upon the Leased Property at all reasonable hours for the purpose of inspecting the Leased Property, and for exhibiting the Leased Property to prospective tenants, purchasers or others. The exercise by LESSOR of its rights under this Section shall not be deemed to be an eviction or interference with the LESSEE'S right to quiet enjoyment of the Leased Property.

22. SPECIAL EVENTS. LESSEE may conduct special events or seasonal events on the Leased Property upon approval of the City Manager or his/her designee. If a special event or seasonal event is approved by LESSOR, LESSEE shall maintain insurance

coverage for both itself and LESSOR for those events by rider to its insurance policy, if required for coverage. LESSEE shall provide a copy of the coverage rider and the applicable insurance policy provisions to LESSOR prior to the event. LESSEE shall be responsible for payment of any costs incurred by LESSOR as a result of a Special Event, including, but not limited to personnel costs, over-time cost, and/or use of LESSOR'S equipment. If LESSEE is required to pay any such cost, LESSOR will submit an invoice to LESSEE. LESSEE shall have thirty (30) days from the date of the invoice to pay those costs.

23. INSOLVENCY OR BANKRUPTCY OF LESSEE. Neither this Lease Agreement nor any interest in the Lease Property shall pass to any trustee or receiver for creditors, or to any person by attachment or execution of a judgment.

24. TERMINATION OF LEASE AGREEMENT: LESSOR may terminate this Lease Agreement upon sixty (60) days written notice to LESSEE for any of the following reasons:

- A. LESSEE files for bankruptcy or insolvency in any state or federal court.
- B. A receiver or trustee of LESSEE is appointed by reason of LESSEE'S bankruptcy or insolvency.
- C. LESSEE makes a general assignment for the benefit of its creditors.
- D. LESSEE terminated the normal operation of the restaurant facility by closing.
- E. LESSEE'S liquor license is revoked, suspended, transferred or sold.
- F. LESSEE, or any of its officers, is criminally charged with fraud, embezzlement, deceptive practices, larceny, or any similar offenses.
- G. LESSEE has failed to comply with any term or provision contained in this Lease Agreement, including but not limited to, non-payment of rent.
- H. LESSEE modifies the days and/or hours of operation without LESSOR'S consent as set out in Section 15.

In any such event, LESSOR will send notification of termination in writing, stating the reasons for termination to LESSEE. Before LESSOR exercises its right to terminate this Lease Agreement under this Paragraphs G and H above, LESSOR will afford LESSEE an opportunity to respond within seven (7) calendar days to allegations of inadequacy of performance and/or breach or default of this Lease Agreement. The City Manager or his/her designated representative shall have discretion to make a decision to terminate this Lease Agreement. Within seven days, LESSEE may submit a written appeal of the City Manager's decision to terminate the lease, which would then be submitted to the Troy City Council for consideration at the next available regularly scheduled City Council meeting.

At termination of this Lease Agreement for any reason, LESSEE shall peaceably surrender the Leased Property to LESSOR in the same condition as the date of first use of the Leased Property by LESSEE, excepting normal wear and tear. If the LESSEE fails to remove trade fixtures or other property from the Leased Property within thirty (30) days after termination of this Lease Agreement, LESSOR may remove the fixtures

and property and LESSEE shall pay the cost for the removal. At the option of LESSOR, LESSOR may retain the fixtures and property and LESSEE shall have presumed to have conveyed the fixtures and property to the LESSOR with this Lease Agreement as the Bill of Sale and without further payment or credit.

25. INSURANCE REQUIREMENTS. LESSEE shall carry general liability insurance, automobile insurance, workers compensation, liquor liability coverage and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the LESSOR. LESSOR shall be named as an additional insured on the general liability and liquor liability policies using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the City, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured" on ISO form B or broader.

LESSOR shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured."

Cancellation or lapse of the insurance shall be considered a material breach of this Agreement LESSEE must immediately provide satisfactory proof of continuous coverage to the LESSOR prior to execution of this Agreement, with any renewal of insurance, and upon LESSOR's request. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the LESSOR.

LESSEE is responsible for any deductibles to any of the policies.

26. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, LESSEE agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the LESSEE outlined in this Lease Agreement or as relating to or resulting from those activities.

27. ASSIGNMENT OF LEASE AGREEMENT OR LIQUOR LICENSE: LESSEE shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Lease Agreement without prior written consent from the

LESSOR. LESSEE shall not assign, sublet and/or transfer any rights in its Class C liquor license without prior written consent from the LESSOR.

28. LIENS OR ATTACHMENTS PROHIBITED. LESSEE shall not cause any liens to be attached upon LESSEE'S interest by operation of law or otherwise. LESSEE is prohibited from transferring, selling, mortgaging, pledging, assigning, or conveying this Lease Agreement or any interest therein.

29. DISASTER PROVISION. In the event that the Leased Property is made wholly untenable by fire or other casualty, LESSOR shall take possession of the Leased Property within thirty (30) days thereof. If LESSOR is not prohibited from undertaking reconstruction or repair of the Leased Property by any provision or law or conditions on the Leased Property or any declarations of government or insurance adjusting agencies, LESSOR shall give written Notice of Intent to LESSEE of LESSOR'S intent to either: a) terminate ~~and~~ this Lease Agreement as of the date of the notice, or b) repair, restore or rehabilitate the Leased Property within ninety (90) days following the date of notice.

If the LESSOR later determines that it cannot substantially complete the work, for whatever reason, within that ninety (90) day period, then at any time within one hundred (100) days of the date of LESSOR'S Notice of Intent, the LESSOR may inform the LESSEE that this Lease Agreement is terminated as of the date of the termination notice.

If, at the end of the ninety (90) day period, the work has not been substantially completed, for whatever reason, then there shall be a ten (10) day period during which the LESSEE may terminate this Lease Agreement upon written notice to LESSOR. At the end of the one hundred (100) days following LESSOR'S Notice of Intent, this Lease Agreement shall only be terminated by mutual agreement of the Parties.

While the Leased Property is untenable, the rent shall be abated on a per diem basis, but shall be paid, as provided herein, to the date of the fire or casualty. If the Leased Property is partially damaged by fire or other casualty, the Leased Property shall be repaired, restored or rehabilitated by LESSOR, and, until the damaged portion of the Leased Property is ready for occupancy by LESSEE, rent shall be apportioned by usable square footage of Leased Property.

In all cases, allowance shall be made for reasonable delay which may be caused by adjustment of insurance, strikes, labor difficulties or any cause beyond LESSOR'S control. LESSEE shall cooperate with all LESSOR'S reasonable requests for moving of LESSEE'S property in order to facilitate repairs, restoration or rehabilitation.

30. EMINENT DOMAIN. In the event that all of the Leased Property is taken by exercise of another governmental entities power of eminent domain, this Lease Agreement shall terminate as of the date possession is taken by the condemning

authority. LESSOR shall refund any monthly rent paid in advance, on a per diem basis with thirty (30) days as it denominator.

If a portion of the Leased Property is taken by eminent domain proceedings, but the taking does not include the land upon which the restaurant building is constructed, then this Lease Agreement and term shall not terminate, but within one hundred eighty (180) days after LESSOR receives payment for estimated just compensation, LESSOR, at its own expense, shall commence to repair or alter the Leased Property not affected by the taking, to make them useable. During the repair or alteration, alternate arrangements shall be make for the parking of employees and patrons.

31. INDEPENDENT CONTRACTOR. LESSEE acknowledges that it is an independent contractor with no authority to bind LESSOR to any contracts or agreements, written or oral.

32. NOTICE: All written notices to be given under this Agreement shall be via first class mail to the other party at its last known address set forth herein.

33. NON-DISCRIMINATION. LESSEE shall not discriminate in the hiring of any employees or in the use of the Leased Property by patrons, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, disability, familial relationship, political orientation or any other illegal basis.

34. SEVERABILITY. If any court, agency, commission, legislative body or other authority of competent jurisdiction declares invalid, illegal or unenforceable any portion of this Agreement or its application to any person, that decision shall not affect the validity of the remaining portions of this Agreement.

35. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Lease Agreement is and shall be deemed to be the complete and final expression of the agreement between the Parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealing and communications, including negotiations, discussions, representations, warranties, information, documents and agreements, among the parties pertaining to such matters. This Lease Agreement shall not be modified or amended except pursuant to a written agreement signed by both Parties. Any waiver of any party's rights or obligations under this Agreement must be in writing and must be signed by the party against which such waiver is to be enforced. Neither Party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either Party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation, whether similar or not.

36. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

37. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

38. AUTHORITY TO EXECUTE: By execution of this Agreement, the respective Parties acknowledge that each has executed this Agreement with full and complete authority to do so.

LESSOR:
CITY OF TROY, a Michigan
Municipal Corporation

WITNESSES:

By: Dane M. Slater
Mayor

By: M. Aileen Dickson
City Clerk

LESSEE:
GALLATIN, INC., a Michigan
Corporation
d/b/a Camp Ticonderoga

By: Linda Egeland
Its: President



CITY COUNCIL AGENDA ITEM

Date: April 12, 2016

To: Brian Kischnick, City Manager

From: Tom Darling, Financial Services Director
 MaryBeth Murz, Purchasing Manager
 Elaine Bo, Recreation Director
 Steve Pallotta, Building Operations Director
 Brian Goul, Assistant Recreation Director

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications and Budget Amendment – Slide Repairs at Troy Family Aquatic Center

History

- The Aquatic Center Slide supports have not had any repairs made to them besides painting since the aquatic center opened in 1992.
- The slide supports are severely deteriorated and the State of Michigan has given notice that they will not approve opening of the slides until these repairs are completed.
- Testing Engineers & Consultants, Inc. was hired to do a structural inspection of the slide supports and completed a detailed specification and scope of work for the bid detailing the necessary repairs.
- Repairs required are of immediate attention to ensure patron safety and that the facility has all amenities for opening weekend.

Purchasing

- On April 7, 2016, a bid opening was conducted as required by City Charter and Code to furnish all equipment, material and labor to complete slide support repairs at the Troy Family Aquatic Center. The bid was posted on the Michigan Inter-governmental Trade Network (MITN) website; www.mitn.info. Two (2) bid responses were received. Below is a detailed summary of potential vendors:

Companies notified via MITN	806
Troy Companies notified via MITN	19
Troy Companies - Active email Notification	19
Troy Companies - Active Free	0
Companies that viewed the bid	23
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 reviewing the bid proposals, *Usztan, LLC of Auburn Hills, MI* was the low bidder meeting all specifications.
- The detailed Bid tabulation is attached.
- A post bid meeting was held with Usztan to discuss and ensure a complete understanding of the scope of work and the project timeline.
- The project will take 15-20 working days to complete.



CITY COUNCIL AGENDA ITEM

Financial

- A Budget Amendment needs to be appropriated and is required in the amount of \$15,100.00.
- The Project# is 20160073.

Recommendation

City management recommends awarding a contract to furnish all equipment, material, and labor to repair slide support structures at the Troy Family Aquatic Center to the low bidder, *Usztan, LLC of Auburn Hills, MI* for an estimated total cost of \$15,100.00, at prices contained in the bid tabulation dated April 7, 2016; and also recommends the approval of a Budget Amendment in the amount of \$15,100.00.

Vendor Name:

Usztan, LLC	Michigan Recreational Construction, Inc.
Auburn Hills, MI	Brighton, MI
#1000253636	#064636
\$7,500.00	\$7,500.00

PROPOSAL: Slide Repairs at the City of Troy Family Aquatic Center; furnishing all labor, materials, supervision, equipment and all necessary items for the steel & concrete related repairs & restoration.

Work Item#	Description	Est. Qty.	Extension	Extension
1.0	Mobilization	LS	\$ 4,000.00	\$ 1,754.00
2.0	Flume Underside Support Plate Repairs	Nine Locations	\$ 2,300.00	\$ 2,587.00
3.0	Steel tube Support Arm Section Repairs	One Location	\$ 1,000.00	\$ 517.00
4.0	Steel Tube Column Base Plate Anchoring Connection Repairs - Nuts & Washers Replacement with New	Two Base Plate Areas - Total of 24 Anchor Bolts	\$ 750.00	\$ 1,900.00
5.0	Pier Support Concrete Repairs	Four Pier Locations @ Average Est. 2 SF Each w/Est 2 In. Average Unsound Concrete Depth	\$ 900.00	\$ 2,630.00
6.0	Comprehensive Underside Support Steel Surfaces Preparation and Protective Paint Coating System Application	All underside Steel Surfaces at Both Body & Tube Slide Systems	\$ 5,000.00	\$ 12,470.00
TOTAL BASE BID, LUMP SUM QUOTE, (work items 1.0-6.0):			\$ 13,950.00	\$ 21,858.00

ALTERNATES:

4.5	Steel Tube Column Base Plate Anchoring Connection Repairs - New Anchoring Plates Installation	Two Base Plate Areas - Total of New Anchoring Plates for 24 Anchor Bolts	\$ 1,900.00	\$ 2,020.00
TOTAL BID, LUMP SUM QUOTE W/ALTERNATE & NOT INCLUDING WORK ITEM 4.0			\$ 15,100.00	\$ 21,978.00

Contact Information:

Hours	8:00AM-4:30PM	7:00AM-4:30PM
Phone No	248 396 0116	517 545 7122
Progress Payments	Billed Monthly-Payment due in 21 days.	Billed Monthly
References	Y	Y
Insurance	Y	Y
Acknowledgements	Y	Y
Forms	Y	Y
	None	None

Indicates low bidder meeting specifications.

ATTEST:

Steve Pallotta
 Elaine Bo
 Kelly Molinar
 Enna Bachelor
 Sue Riesterer

MaryBeth Murz,
 Purchasing Manager



CITY COUNCIL ACTION REPORT

April 6, 2016

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic and Community Development
Steven J. Vandette, City Engineer
William Huotari, Deputy City Engineer/Traffic Engineer

Subject: Cost Participation Agreement for I-75 Phase I Reconstruction
North of Coolidge to North of South Boulevard
MDOT Contract Number 16-5075

History:

Phase I of the I-75 reconstruction project, from South Boulevard in Auburn Hills to north of Coolidge Road in Troy, is scheduled to get underway in June of this year. It's a two year project, ending in November of 2017.

Tree and brush removal has already started in advance of the project that will allow for temporary widenings to be constructed during the actual road construction later this summer. Trees that are 6 inches or larger in diameter will be replaced at a 2-for-1 ratio, resulting in more trees being planted upon completion of the project.

Most of the work is outside of Troy. Only 18.6% or 3,375 feet of the project is in Troy, but it does include full replacement of four (4) bridges; north and southbound I-75 over Adams and north and southbound I-75 over Square Lake.

Northbound I-75 and the northbound bridges will be reconstructed first in 2016, followed by southbound in 2017. Traffic will be diverted to the south side of I-75 where two (2) lanes of traffic will be maintained in each direction then switched to the north side in 2017. Little or no work is expected to occur in the winter from December 2016 to April 2017. All lanes in both directions are expected to be open during that time period.

Financial:

The estimated total project cost for Phase 1 is \$127,000,000. The work within Troy is estimated at \$27,989,000. Troy's share of the project is 12.5% or \$635,000 as detailed on Page 2 of the contract. Funds for the City of Troy's share are included in the 2017 budget within the Major Road fund.

Recommendation:

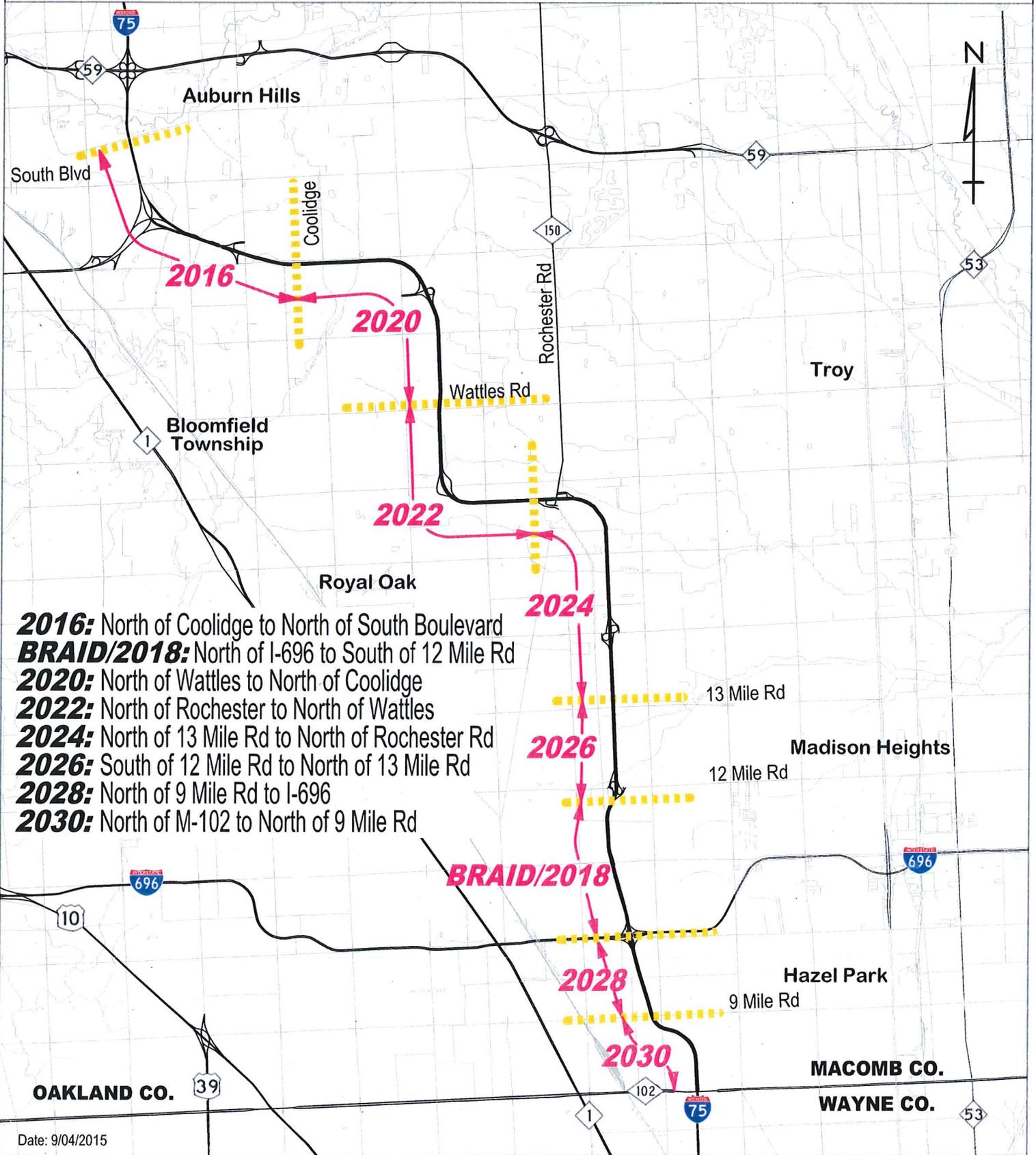
Staff recommends that City Council approve the attached MDOT Contract Number 16-5075 between the City of Troy and the Michigan Department of Transportation for the reconstruction and widening of I-75 in the amount of \$27,989,000 with the City of Troy share estimated at \$635,000. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the contract.

G:\Contracts\Contracts - 2016\16-xx MDOT I75 Widening\To CC re I75 Phase 1_MDOT Cost Agreement.doc



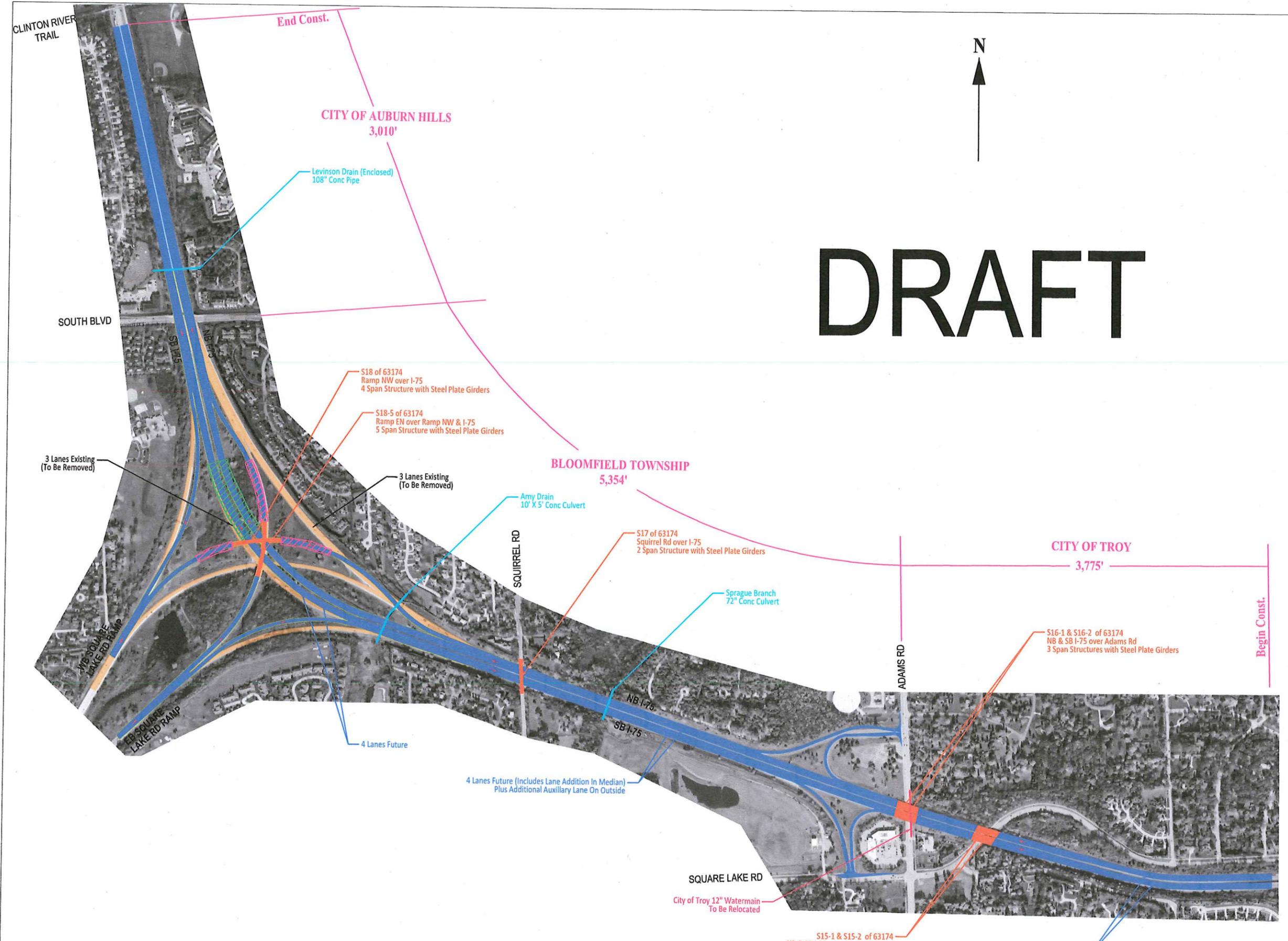
MODERNIZE 75

Construction Segments



- 2016:** North of Coolidge to North of South Boulevard
- BRAID/2018:** North of I-696 to South of 12 Mile Rd
- 2020:** North of Wattles to North of Coolidge
- 2022:** North of Rochester to North of Wattles
- 2024:** North of 13 Mile Rd to North of Rochester Rd
- 2026:** South of 12 Mile Rd to North of 13 Mile Rd
- 2028:** North of 9 Mile Rd to I-696
- 2030:** North of M-102 to North of 9 Mile Rd

DRAFT



1635.3 FEET NORTH OF COOLIDGE TO 3025.3 FEET NORTH OF SOUTH BLVD

July 2015

- Existing Roadway (To Be Removed)
- Proposed Roadway
- Proposed Bridge
- Proposed Cut Greater Than 10'
- Proposed Fill Greater Than 10'



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

March 31, 2016

Ms. Aileen Dickson, City Clerk
City of Troy
500 West Big Beaver Road
Troy, Michigan 48084

Dear Ms. Dickson:

RE: Contract Number: 16-5075
Control Section: NH 63174
Job Number: 115576A; 115576C

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 373-4161.
4. Return the original and copy of the signed contract with two (2) certified resolutions to:

Attention: Kathy J. Fulton
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

In order to ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

If you have questions on the content of this contract, or revisions are required, please contact Deirdre Thompson, Local Government Contract Engineer at thompsond@michigan.gov or (517) 335-2265.

Enclosure

FEDERAL AID PROGRESS PAYMENT

DA
Control Section NH 63174
Job Number 115576A; 115576C
Federal Project NH 1663(030); (002)
Federal Item HK 0826; HK 0628
Contract 16-5075

THIS CONTRACT is made and entered into this date of _____, 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 "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Reconstruction and widening work along Highway I-75 from north of Coolidge Road to Adams Road; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$27,989,000

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 agreement.

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 CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the

DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	87.5%
CITY -	12.5%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FEDERAL AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	CITY'S SHARE
Constr. & CE	\$26,260,400	\$21,494,100	\$4,766,300	\$4,170,500	\$595,800
PE	\$ 1,728,600	\$ 1,414,900	\$ 313,700	\$ 274,500	\$ 39,200
TOTAL	\$27,989,000	\$22,909,000	\$5,080,000	\$4,445,000	\$635,000

The PE costs will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days of notification, the DEPARTMENT is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

It is expressly understood and agreed that the CITY shall take no action or conduct which arises either directly or indirectly out of its obligations, responsibilities, and duties under this contract, which results in claims being asserted against or judgments being imposed against the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission.

In the event that the same occurs, for the purpose of this contract it will be considered as a breach of this contract thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan State Transportation Commission a right to seek and obtain any necessary relief or remedy, including but not by way of limitation, a judgment for money damages.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the 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. 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.

14. 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 CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, 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 the day and year first above written.

CITY OF TROY

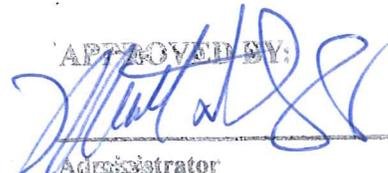
MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

FORM APPROVED
3/30/16
phm
ASSISTANT
ATTORNEY
GENERAL

APPROVED BY:

Administrator
Real Estate

3-31-16
Date

L.H.C.A.
3/29/16

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.



CITY COUNCIL AGENDA ITEM

Date April 11, 2016

TO: Brian Kischnick, City Manager

FROM: Kurt Bovensiep, Public Works Manager

SUBJECT: Authorization to Request Reimbursement – Reimbursement from Oakland County West Nile Virus Fund

History

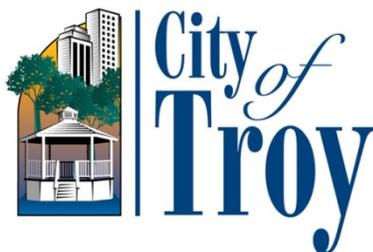
The Parks, Streets, and Drains Divisions are responsible for the maintenance of all municipal property including the control of pests. Park patrons, golf course participants, and property owners abutting some City of Troy maintained retention ponds have become accustomed to using these facilities with limited nuisances like mosquitoes. The objective of mosquito control is not to eradicate all mosquitoes but to limit the population to a tolerable threshold. The control targets both mosquito larva and adult mosquitoes at city parks, golf courses, cemeteries, and some retention ponds. Although Oakland County Department of Health and Human Services recommends the best form of protection from mosquitoes is personal protection products, the mosquito control products used by professionals will decrease the mosquito population at some of our facilities. Based on the County formula the City of Troy is eligible for reimbursement of County approved expenses up to \$18,531.93 for the control of mosquito larva, which is an approximate increase of \$7,000 from previous years. These funds will be used to reimburse the city for expenses used for a contractor to supply larvicide and to provide personal protection products to residents. Personal protection products can be picked up by residents at the Troy Community Center, Department of Public Works, and at City Hall in the Community Affairs Office beginning in May 2016. To qualify for reimbursement of eligible expenses, City Council must pass a resolution authorizing the reimbursement request.

Policy Considerations:

Lower mosquito populations reduce the danger of insect borne diseases being transferred to the general public, thereby enhancing the health and safety of the community. Also by reducing the population of mosquitoes adds to the quality of life for Troy residents using our parks and other outdoor facilities.

Options:

The Parks, Streets, and Drains Divisions recommends the City Council approve the request to seek reimbursement from Oakland County's West Nile Virus Fund.



CITY COUNCIL ACTION REPORT

April 11, 2016

To: Brian Kischnick, City Manager

From: Mark Miller, Director of Economic and Community Development
Elaine Bo, Recreation Director
Tim Richnak, Public Works Director
William Huotari, Deputy City Engineer/Traffic Engineer
Steven J. Vandette, City Engineer

Subject: Amendment of Agreement for Use of Driveway – Amendment to allow the use of Flynn Park Driveway for access to Beaumont Hospital from South Boulevard during Dequindre Road Reconstruction

History:

In November 2006 City Council approved an agreement between the City of Troy and William Beaumont Hospital for hospital personnel to use the Flynn Park driveway for access to the hospital from South Boulevard (Res #2006-11-342). This Agreement was requested by Beaumont to reduce traffic congestion on Dequindre caused by hospital staff during shift change and from contractors that would be working on a hospital building addition. Use of the roadway by hospital vendors, visitors and emergency vehicles was not permitted.

The agreement is for 20 years with a review of the user fee charged to Beaumont every ten (10) years on the anniversary date of the approval by the City Council. The next city review is scheduled for later this year. The Hospital currently pays \$15,000 per year for use of the driveway, in addition to paying for a portion of pavement repair costs in 2017.

Amendment Agreement:

Due to the scheduled reconstruction of Dequindre Road by the Road Commission for Oakland County, Beaumont Hospital has asked for expanded use of the Flynn Park driveway from May 15 to November 21, 2016 to help facilitate traffic to and from the Hospital.

Use of the driveway will also assist and expedite construction when the North Drive (Emergency) entrance from Dequindre is reduced to one lane to allow for the driveway's replacement. This one lane entrance would be solely dedicated to inbound traffic so

that both the community and emergency traffic on Dequindre can still access the Emergency Center as they have in the past, but outbound traffic would use the Flynn Park driveway until replacement of the North Drive is completed.

City staff, including representatives from Recreation, DPW, Engineering, Legal and City Manager's Office, reviewed Beaumont's request to add the following vehicular uses to the agreement during the replacement of Dequindre Road. Staff agrees that the use of the Flynn Park driveway can be expanded to include this traffic and once the project is complete, the use would return to the original agreement.

1. Allow use by hospital visitors and patients, ambulances and other emergency vehicles (Amendment Item #2).
2. Allow 24/7 use by ambulances, other emergency vehicles and delivery vehicles (Amendment Item #3).
3. Allow use by construction vehicles for large equipment deliveries pertaining to the Hospital's powerhouse expansion. Construction traffic is prohibited on the driveway during times when games or other competitions are scheduled for Flynn Park, and are prohibited starting one hour before any scheduled games and ending one hour after the last scheduled game. Other restrictions apply (Amendment Item #4).

Financial:

There are no financial obligations associated with the proposed amendment to the original 2006 agreement, however; item #5 of the amendment specifies that repairs to the driveway (to comply with the requirements of the original agreement) will be delayed until after the Dequindre Road project. The Hospital is obligated to contribute 70% of the cost of pavement repairs, which are scheduled for 2017.

Recommendation:

Staff recommends that City Council approve the Letter of Agreement amending the 2006 agreement between the City of Troy and William Beaumont Hospital for use of the Flynn Park driveway. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

City Attorney's Review as to Form and Legality

Lori Grigg Bluhm, City Attorney

Date

LETTER OF AGREEMENT AMENDING AGREEMENT BETWEEN CITY OF TROY
AND WILLIAM BEAUMONT HOSPITAL FOR USE OF DRIVEWAY

WHEREAS, On November 21, 2006, the City of Troy (CITY) entered into the attached Agreement with William Beaumont Hospital (HOSPITAL), allowing HOSPITAL to use the Flynn Park driveway to access the HOSPITAL from South Boulevard under certain conditions and limitations, and this document was recorded in Liber 40050, Page 158 of the Oakland County Register of Deeds; and

WHEREAS, this Amendment to the Agreement is binding on the CITY and HOSPITAL until November 21, 2016; and

WHEREAS, CITY and HOSPITAL are aware of the proposed 2016 Dequindre Road project, constructed by the Road Commission for Oakland County, and HOSPITAL is concerned that this project may impact HOSPITAL's access, and therefore asked CITY for amendments to the Agreement; and

WHEREAS, CITY is willing to amend the Agreement until November 21, 2016.

NOW THEREFORE,

The Parties Agree to Amend the Agreement under the following terms and conditions:

1. This Letter of Agreement amends the attached AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL FOR USE OF DRIVEWAY, and is effective from May 15, 2016 until November 21, 2016.
2. Paragraph 1 A. is amended to include hospital patients, visitors, emergency vehicles and ambulances in the definition of "User," since the parties agree that these vehicles are temporarily permitted to use the Flynn Park Driveway leading from South Boulevard to HOSPITAL.
3. Paragraph 3 is deleted, temporarily removing the time restrictions for ambulances, other emergency vehicles and delivery vehicles to use the Flynn Park Driveway from South Boulevard to HOSPITAL.
4. Paragraph 8 is amended, and replaced in its entirety with the following: Construction Vehicular Traffic. Limited construction vehicular traffic for large equipment deliveries pertaining to HOSPITAL's powerhouse expansion will be permitted to use the Flynn Park Driveway from South Boulevard to HOSPITAL. Overweight truck permits shall not be valid during the spring weight restriction period. Construction vehicular traffic shall obtain in advance any required permits for use of roadways in the City, and shall notify the City at least two business days in advance of the use of the Flynn

Park Driveway from South Boulevard to HOSPITAL. Construction vehicular traffic shall be prohibited on the Driveway during times when games or other competitions are scheduled for Flynn Park, and shall be prohibited starting one hour before any scheduled games, and ending one hour after the last scheduled game. The City shall send a game and competition schedule to Beaumont each week. Construction vehicular traffic shall also be limited to the times that are set out in the Troy Code of Ordinances for construction, which is not before 7:00 am and not after 8:00 pm on Monday through Saturday. Construction is not allowed at any other time or on Sunday unless a permit is first obtained from the Building Department for building work or from the Engineering Department for street work.

5. Due to the RCOC Dequindre Road Project and also HOSPITAL's additional vehicular use of the Flynn Park Driveway, the necessary repair and replacement of the Driveway, as set forth in Paragraph 10, will be delayed. CITY and HOSPITAL agree to comply with the terms set forth in Paragraph 10, including but not limited to HOSPITAL's obligation to contribute 70% and CITY's obligation to contribute 30% of the driveway repair or replacement cost, even if the repair or replacement occurs after the expiration of the first term of the Amended Agreement (November 21, 2016).
6. This Letter of Agreement shall be recorded with the Oakland County Register of Deeds upon execution.

The parties agree to the terms set forth in this Letter of Agreement, and authorize the designated representative to execute this Letter of Agreement on behalf of the party as of the dates set forth below.

CITY OF TROY, a Michigan Municipal Corporation

BY: _____
Dane M. Slater, Mayor

BY: _____
M. Aileen Dickson, MMC, City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on the _____ day of _____ by Dane M. Slater, Mayor and M. Aileen Dickson, MMC, City Clerk of the City of Troy, a Michigan Municipal Corporation, on behalf of the City.

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

WILLIAM BEAUMONT HOSPITAL, a Michigan Non-profit Corporation

BY: _____
*

ITS: _____

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on the _____ day of _____ by _____, on behalf of William Beaumont Hospital, a Michigan Non-profit Corporation.

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



Map Scale: 1in = 601 ft

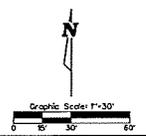
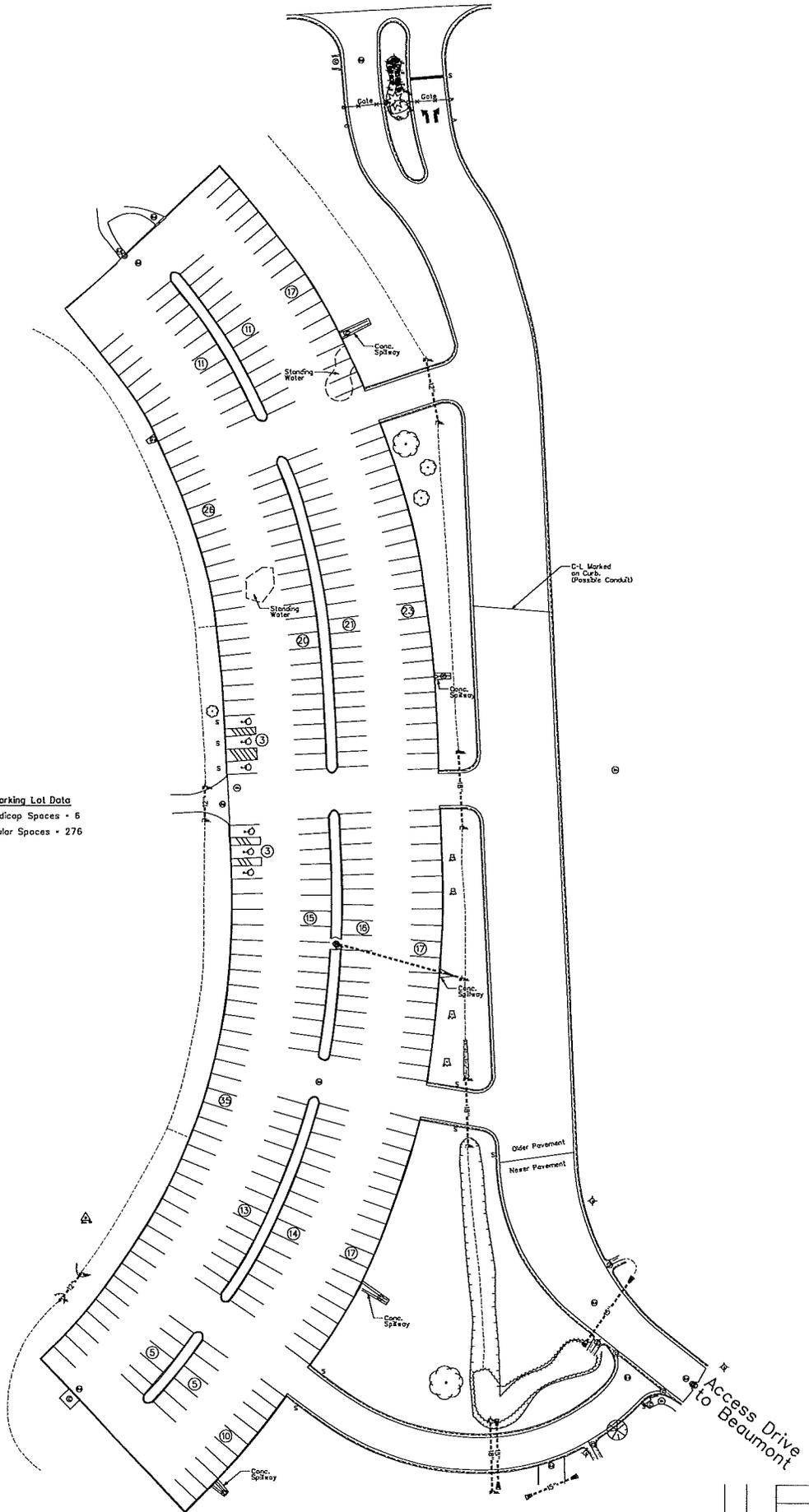
Created: 4/12/2016



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.

E. South Blvd.

Parking Lot Data
 Handicap Spaces - 6
 Regular Spaces - 276



CITY OF TROY			
GEORGE QUINN, MAYOR			
Flynn Park			
Parking Lot Survey			
Parking Space Quantities			
PROJECT NO. 18038100			
DATE	BY	DATE	BY
08/12/10	STEVEN J. VINCIGLIONE, P.E.	08/12/10	DAVID L. BILK, P.E.
CONTRACT NO.	SHEET NO.	SHEET NO.	SHEET NO.
N/A	10F-3	10F-3	10F-3



CITY COUNCIL ACTION REPORT

Date November 7, 2006

TO: Phillip L. Nelson, City Manager

FROM: John M. Lamerato, Assistant City Manager/Finance & Administration
Brian P. Murphy, Assistant City Manager/Services
Steven J. Vandette, City Engineer
Carol K. Anderson, Director Parks and Recreation

SUBJECT: Agreement – City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway.

Background:

- William Beaumont Hospital is pursuing the use of Flynn Park roadway by hospital personnel to limit the traffic congestion exiting William Beaumont property onto Dequindre Road, particularly at shift change. Use of the Flynn roadway will increase ingress/egress to two locations for staff and contractors. Use of the roadway will not be permitted for hospital vendors.
- Discussions between the two parties began in early 2005 and continued while William Beaumont Hospital sought an easement from the Detroit Water and Sewer Board. Upon approval for the easement from Detroit Water and Sewer, the final agreement was drafted.

Legal Considerations:

- The agreement contained herein, addresses all legal considerations negotiated by both parties.

Policy Considerations:

- Use of City property for private use is a departure from past practice, however there is some public benefit to decreasing traffic on Dequindre Road and additional ingress/egress by Fire and Police Department personnel.
- The item is consistent with (Goal #2) and (Goal #5)

Financial Considerations:

- This agreement will result in additional revenues of \$10,000 for park use and reimbursement of 70% of maintenance costs. In the past, these costs have been incurred by the City.

Options:

- City management recommends approval of the agreement with William Beaumont Hospital for the use of Flynn Park roadway.

Where legal review is necessary:

Approved as to Form and Legality:

Lori Grigg Bluhm, City Attorney

F-3 Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway

Resolution
Moved by Stine
Seconded by Fleming

RESOLVED, That the agreement with William Beaumont Hospital is hereby **APPROVED** 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; and

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

Vote on Resolution to Postpone

Resolution #2006-11-340
Moved by Beltramini
Seconded by Howrylak

RESOLVED, That Troy City Council hereby **POSTPONES** *Proposed Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway* until such time City Management has had the time to discuss the terms of the agreement and bring back improvements to the agreement that contains an accelerator to the rates perpetual to use the property.

Yes: Howrylak, Beltramini
No: Broomfield, Fleming, Lambert, Stine
Absent: Schilling

MOTION FAILED

Vote on Resolution to Amend

Resolution #2006-11-341
Moved by Beltramini
Seconded by Stine

RESOLVED, That Troy City Council hereby **AMENDS** the Resolution for *Proposed Agreement between City of Troy and William Beaumont Hospital for the Use of Flynn Park Roadway* by **INSERTING** "and will include the CPI accelerator and the City of Sterling Heights construction exclusion clause in the agreement as discussed tonight" **AFTER** "requirements".

Yes: All-6
No: None
Absent: Schilling

Vote on Resolution as Amended

Resolution #2006-11-342
Moved by Stine
Seconded by Fleming

RESOLVED, That the agreement with William Beaumont Hospital is hereby **APPROVED** 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; and

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor submission of proper contract and proposal documents, including insurance certificates and all other specified requirements and will include the CPI accelerator and the City of Sterling Heights construction exclusion clause in the agreement as discussed tonight.

Yes: All-6
No: None
Absent: Schilling

Beaumont AGR

0036275

LIBER: 40050 PAGE: 157
\$55.00 MISC RECORDING
\$4.00 REMONUMENTATION
02/27/2008 04:38:14 P.M. RECEIPT# 0018869
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

88-20-01-200-002, 006, 007, 008, 017 & 018
88-20-01-427-001 (p + of)

**AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL
FOR THE USE OF DRIVEWAY**

This Agreement is entered into between the City of Troy, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter "City", and William Beaumont Hospital, a Michigan non-profit corporation, whose address is 3601 West Thirteen Mile Road, Royal Oak, Michigan 48073, hereinafter "Beaumont".

RECITALS

A. City is the fee simple owner of a certain parcel of land located in the City of Troy, Oakland County, Michigan, more particularly described on **Exhibit A** attached hereto and incorporated herein (the "City Property"). The City Property is used as a City park commonly known as Flynn Park.

B. The City of Detroit is the fee simple owner of a certain parcel of land located adjacent to the City Property over which the City of Detroit has granted Beaumont an easement for ingress and egress to and from a certain parcel of land owned by Beaumont that is located adjacent to the City of Detroit Property, which property is more particularly described on Exhibit B attached hereto and incorporated herein (the "Beaumont Property"). Beaumont operates a hospital and related medical and parking facilities known as Troy William Beaumont Hospital ("Hospital") on the Beaumont Property.

C. Beaumont desires to use the Driveway (the "Driveway") on the City property, which goes south, starting at South Boulevard and ending at the Sanctuary Lake Golf Course, which Driveway is depicted on Exhibit C-1 and legally described on Exhibit C-2, as a means of ingress and egress to and from the Beaumont Property for its employees, contractors and delivery vehicles.

NOW, THEREFORE, the City and Beaumont agree to the following terms and conditions:

This instrument was prepared by
and after recording return to:
Susan M. Lancaster
Assistant City Attorney
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

1. Definition of terms in the Agreement: The following terms in this Agreement are defined as follows:

- A. "User" shall mean all Beaumont personnel. The term "user" does not include construction vehicles or emergency vehicles or ambulances.
- B. "Vehicular" or "vehicles" shall include automobiles (including SUVs, vans and pick-up trucks) and delivery vehicles driven by Users.
- C. "Construction vehicles" shall include automobiles, trucks, and any other motor vehicle or machinery or trailers used by Beaumont or its contractors or subcontractors for the delivery of materials, equipment, and/or personnel for construction purposes.

2. Grant of Use of Driveway. For consideration set out herein, the City hereby allows Beaumont to have the non-exclusive use of the Driveway described and depicted on Exhibit C. Only Users shall use the Driveway (together with Flynn Park visitors), which shall be used for vehicular ingress and egress to and from South Boulevard to Beaumont's Property. This Agreement does not allow the parking of User's vehicles on the Driveway and/or in the parking lot areas of the Property described in Exhibit A. Beaumont acknowledges that the Driveway shall remain open to the public, and that federal, state, and/or local laws, including traffic laws, shall be enforced on the Driveway.

3. Delivery vehicles and Ambulances. Users in delivery vehicles shall be allowed to use the Driveway only during the time period from 12:00 a.m. (midnight) and 7:00 a.m. Ambulances or other emergency or first responder vehicles shall not be allowed on the Driveway at any time unless there is an emergency situation where Dequindre Road access to the Hospital is completely blocked for reasons other than normal traffic back-ups (or in the event there is an emergency at Flynn Park, on the Driveway or property located adjacent to the Driveway). If there is an emergency use of the Driveway for ambulance service, Beaumont shall notify the City Manager as soon as reasonably possible of the reason for the use of the Driveway and the circumstances surrounding the use. Such temporary use shall terminate once there is access to the hospital from Dequindre Road.

4. Review of Terms of Agreement. One (1) year from the effective date of the Agreement, the parties shall arrange a meeting to review the conditions and operations on the Driveway during the previous year. The parties shall consider traffic studies, traffic experiences, driving behavior, pedestrian and park user behavior and other relevant studies or factors to determine if additional actions, lighting and/or signage are necessary for a safe and orderly flow of traffic. If amendments to this Agreement are required in order to provide for a safe and orderly flow of traffic, then the parties will negotiate an addendum to this Agreement setting forth what actions will be taken to

ensure the safe and orderly flow of traffic, and delineating which party is responsible for each action and how those actions will be financed. The parties agree to act in good faith and to use commercially reasonable efforts to find a solution to any issues that may arise so that this Agreement does not get terminated. If a mutually acceptable agreement cannot be reached, then the parties shall have the option to terminate this Agreement at that time, by following the steps as set forth in this Agreement.

5. User Fee. In addition to any other costs or fees set out in this Agreement, Beaumont shall pay to the City, for the first year of the term of this Agreement, a User Fee of \$10,000.00, which is due on or before December 31st of each year, starting in 2006 for the 2007 calendar year. The User Fee shall increase each subsequent year of the term of this Agreement by an amount equal to the percentage increase in the CPI during the previous year. As used herein, "CPI" shall mean the Consumer Price Index (New Series) (Base Period 1982-84=100) (all items for all urban consumers for the Detroit area) issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Bureau"). If the CPI ceases to use the 1982-84 average equaling 100 as the basis of calculation, or if a change is made in the term, components or number of items contained in said index, or if the index is altered, modified, converted or revised in any other way, then the index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the index in effect at the date of this Agreement had not been altered. If at any time during the term of this Agreement the CPI is no longer published by the Bureau, then any comparable index issued by the Bureau or similar agency of the United States issuing similar indices shall be used in lieu of the CPI. The User Fee represents payment to the City for the increased risk incurred by the City for the private use of the Driveway with little benefit to the public. The User Fee shall be reviewed every ten (10) years on the anniversary date of the approval of the Agreement by City Council. If it is determined that private use of the Driveway by Beaumont has increased over the ten (10) year period or that the City has incurred increased risk not anticipated by the Agreement with little comparable benefit to the public, the City may increase the User Fee up to a maximum of 120% of the then current User Fee. The City shall give Beaumont thirty (30) days written notice of the increased User Fee which will become effect during the next ten (10) years of the Agreement. If Beaumont is not agreeable to said increase in the User Fee, then Beaumont may terminate the Agreement by sending written documentation to the City within thirty (30) days after the City provides written notice of increase of the User Fee. If Beaumont terminates the Agreement, Beaumont shall remove its signage. If Beaumont fails to remove the signage after the passage of a reasonable amount of time, the City shall have the right to remove all signage required by this Agreement from the property and bill Beaumont for the removal. This signage shall be returned to Beaumont at its direction.

6. Driveway Work. Prior to permitting construction vehicles to travel over the Driveway, Beaumont shall, at its sole cost, repave the Driveway to a thirty-six (36) foot driveway from curb to curb and install street lighting and signage ("Repaving Work") in accordance with the standards and specifications listed on Exhibit D attached hereto and incorporated herein. "Repaving Work" shall mean replacement of the driveway.

Prior to beginning any work, Beaumont shall provide copies of the construction and engineering plans for the Repaving Work for approval by the City's Engineering Department which approval shall not be unreasonably withheld or delayed. The City shall have the reasonable discretion to determine if Beaumont has complied with all applicable federal, state and City codes and standards for the Repaving Work. Failure to complete the Repaving Work to the City's reasonable satisfaction or to complete the work within a ninety (90) day period from the date of the final approval of the construction and engineering plans by the City (subject to delays beyond the reasonable control of Beaumont), shall be considered a breach of this Agreement under Paragraph 16.

7. Waivers. Upon completion of the Repaving Work, Beaumont shall obtain true and complete final waivers and releases of liens, with respect to the Repaving Work, which shall be executed and delivered by all of Beaumont's contractors that provide goods or services in connection with the Repaving Work.

8. Construction Vehicular Traffic. After final approval by the City of the Repaving Work, Beaumont may begin use of the Driveway for User vehicular traffic and construction vehicular traffic pertaining to the construction of the parking structure and buildings located in the City of Troy only. The Drive shall not be used for construction vehicular traffic pertaining to the construction of improvements located in the City of Sterling Heights. Construction vehicular traffic shall only be allowed during the construction phase of the proposed parking structure and buildings on the Troy side only of the Beaumont Property. The City shall have the reasonable discretion to determine when the parking structure and buildings are completed and when construction vehicular traffic to the site is no longer permitted. Construction vehicular traffic shall further be prohibited on the Driveway for all games that are scheduled for Flynn Park, and shall be prohibited starting one hour before any scheduled games, and ending one hour after the last scheduled game. The City shall send a game schedule to Beaumont each week. Construction vehicular traffic shall also be limited to times that are set out in the Troy Code of Ordinances for construction which are not before 7:00 a.m. and not after 8:00 p.m. on Monday through Saturday. Construction is not allowed at any other time or on Sunday unless a permit is first obtained from the Building Department for building work or from the Engineering Department for street work.

9. Signage. Beaumont shall erect a sign identifying the Driveway as the employee and delivery entrance to Beaumont. That sign shall be erected at the location designated in Exhibit E. The design, size and materials of the sign shall be approved by the City and constructed according to the specification listed in Exhibit E. Beaumont shall be responsible for the maintenance of the signage. The City may reasonably request that the signage be relocated at Beaumont's expense at any time the City redesigns the playing fields and/or parking areas serving Flynn Park site or in the event the City reasonably determines that it is in the interest of the health, safety and welfare of the public to do so.

10. Maintenance except Snow Removal. The City shall maintain the Driveway,

located within the property described in Exhibit C in a manner in keeping with City policies and procedures, including, but not limited to, repair and/or replacement of the Driveway, filling of pot holes, repair of cracks, resurfacing of portions of Driveway, and the repair of curbs. Beaumont shall pay seventy (70%) percent and the City shall pay thirty (30%) percent of all cost associated with such maintenance. Within thirty (30) days after maintenance has been performed, the City will send Beaumont a billing for its share of the work. Beaumont shall have thirty (30) days to submit payment for the billing. If any of the required maintenance will impact ingress and egress of User traffic, then Beaumont shall be notified thirty (30) days before such maintenance is performed. Beaumont shall pay 100% of the required maintenance costs if the damage necessitating the maintenance is other than normal wear and tear, and is caused in whole or in part by a User or construction vehicles. In the event the City fails to reasonably maintain the Driveway as provided herein, then in such event, after giving the City 90 days' prior written notice, Beaumont shall have the right to perform the required maintenance and the City shall promptly reimburse Beaumont its 30% share of the costs of the maintenance performed by Beaumont.

11. Snow Removal: The City shall not be responsible for snow removal on the Driveway. Beaumont, at its sole cost, shall be responsible, either directly or through a contractor, for removal of snow accumulation on the Driveway, as described in Exhibit C. The City shall incur no liability for any and all claims, demands, suits or loss, including damages, costs and attorney fees alleged to be proximately caused by improper snow removal or failure to remove snow on the Driveway, as described in Exhibit C.

12. Indemnification and Hold Harmless. To the fullest extent permitted by law, Beaumont agrees to defend, pay on behalf of, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

13. Insurance. Within five (5) days from the execution of this Agreement, Beaumont shall provide a Certificate(s) of Insurance acceptable to the City demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by the use of the Driveway by Beaumont Users and construction vehicular traffic. A sample Certificate of Insurance is attached hereto as Exhibit F, which sets out the acceptable insurance requirements. Beaumont agrees to keep said insurance coverage in effect for the term of this Agreement or any renewals thereof. Prior to the expiration of any insurance coverage, Beaumont shall submit to the City of Troy Risk Management Department the new Certificate(s) of Insurance, which shall be in accordance with the requirements of

this Agreement. Any Certificate(s) of Insurance shall name the City of Troy as an additional insured and contain the following cancellation notice:

“Should any of the above described policies be cancelled or materially changed before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left.”

Additionally, the City may request a copy of said insurance certificate at any time during this Agreement. Failure to produce a certificate of insurance within fifteen (15) days of a request by the City, shall allow the City to block Users access to the Driveway until such certificate is produced.

It shall be the responsibility of Beaumont to ensure that the City is provided with a new Certificate of Insurance acceptable to the City before a Certificate of Insurance on file with the City's Risk Management Department expires. A lapse in the insurance required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically at any time such a lapse in coverage exists. As an alternative to declaring the Agreement null and void, the City shall have the absolute right to immediately close access of the Driveway to Users or construction traffic until the City receives an acceptable Certificate of Insurance, without the requirement to provide 30 days to cure the defect, as set forth in Paragraph 16 of this Agreement. The City's exercise of this alternative on one occasion does not preclude the City from exercising its option to declare the Agreement null and void if proof of insurance is not provided to the City within fifteen (15) days after a lapse of coverage once the Driveway is closed or coverage lapses on a subsequent occasion.

14. No improvements. Beaumont shall be prohibited from constructing any buildings or making any improvements on the City's property except as provided herein. In the event Beaumont violates this provision, the City shall have the right to obtain injunctive relief from such violation in addition to any other rights or remedies the City may have at law or in equity.

15. Term of Agreement. The Agreement shall remain in effect for twenty (20) years unless terminated by either party as set out in Paragraph 16. The Agreement shall automatically renew for ten (10) year terms at the end of the initial term and thereafter after each ten (10) year period unless written objections to the automatic renewal is provided to the other party at least one (1) year before the Agreement is set to expire.

16. Termination of Agreement. If Beaumont violates any of the terms or conditions of this Agreement, the City will give Beaumont a written notice describing the violation. Beaumont will have thirty (30) days (or such other reasonable time period as may be reasonably required in the City of Troy's reasonable judgment to cure the defect so long as Beaumont, in the City's reasonable judgment, is diligently trying to cure such

defect) to correct the violation. If at the end of the thirty (30) days (or such other time period as provided above), Beaumont has failed to correct the violation to the City's satisfaction, the City may declare the Agreement terminated and block access for ingress and egress for Users and construction vehicular traffic of Beaumont. Further, there may be unforeseen circumstance where it is reasonably imperative for the health, safety and welfare of the public, to terminate this Agreement, either temporarily or permanently. In any such event, the City shall give as much notice as reasonably possible to Beaumont, that the Driveway is or will be shut down. The City will meet with Beaumont to determine if any acceptable alternative to either terminating the Agreement or entering into a new agreement or arrangement concerning access to the Beaumont site is available.

17. Use of User Fee. It is the City's intent to use the User Fee paid by Beaumont under this Agreement for improving public parks throughout the City of Troy,

18. Binding. This Agreement shall run with the land and shall be binding upon the parties hereto and their respective successors and assigns.

19. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses as set forth above. Either party may, by written notice, designate a different address to which notices must be sent.

20. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

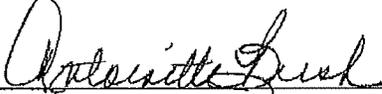
21. Exhibits. All exhibits referred to herein and attached hereto shall to shall be deemed part of this Agreement.

22. Severability. If any term, provision or condition contained in this Agreement shall to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire Agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The foregoing instrument was acknowledged before me on
November 16, 2006 by Tom Brisse,
the Vice President of Operations of the William Beaumont Hospital, a Michigan
non-profit corporation, on behalf of the corporation.



Notary Public, Macomb County, Michigan
My commission expires: 09/02/2010

EXHIBIT A

City of Troy Property Description

PART OF THE NORTHEAST FRACTIONAL ¼ AND PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N 89°40'14" E, ALONG THE NORTH LINE OF SAID SECTION 1, 1294.69 FEET; THENCE S 00°14'51" E 3491.98 FEET TO THE NORTH LINE OF "RANIERI SUB.", AS RECORDED IN LIBER 142, PAGE 25-26 OF OAKLAND COUNTY RECORDS; THENCE S 86°58'01" W, ALONG SAID NORTH LINE, 688.20 FEET TO THE NORTHWEST CORNER OF SAID "RANIERI SUB.", ALSO BEING ON THE EAST AND WEST ¼ LINE; THENCE S 87°25'25" W, ALONG SAID ¼ LINE, 622.42 FEET TO THE CENTER OF SAID SECTION 1; THENCE N 00°00'42" W, ALONG THE NORTH AND SOUTH ¼ LINE, 75.05 FEET; THENCE S 87°50'03" W, PARALLEL TO THE EAST AND WEST ¼ LINE, 1327.40 FEET TO A POINT ON THE EAST LINE OF "TROY LAKE ESTATES SUB.", AS RECORDED IN LIBER 232, P 25-29 OF OAKLAND COUNTY RECORDS; THENCE N 01°02'39" E, ALONG THE SAID EAST LINE, 1033.05 FEET TO THE NORTH LINE OF SAID "TROY LAKE ESTATES SUB.", THENCE S 89°41'40" E 30.00 FEET TO THE EAST LINE OF RAVENNA DRIVE; THENCE N 00°02'11" E, ALONG SAID EAST LINE, 1693.53 FEET; THENCE S 89°40'30" E 334.55 FEET; THENCE N 00°0'52" E, 800.76 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE S 89°56'00" E, ALONG SAID NORTH LINE, 941.10 FEET TO THE POINT OF BEGINNING. CONTAINING 202.60 +/- GROSS ACRES MORE OR LESS, THE NORTH 33.00 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES, AND BEING SUBJECT TO ALL ENCUMBRANCES OF RECORD.

88-20-01-200-017

EXHIBIT B

Beaumont Property Description

PART OF THE EAST 1/2 OF SECTION 1, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, T. 2 N., R. 11 E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND RUNNING THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, SAID LINE BEING ALSO THE CENTERLINE OF DEQUINDRE ROAD (120 FEET WIDE), A MEASURED DISTANCE OF 1330.33 FEET (DESCRIBED 1330.22 FEET) TO A POINT; THENCE SOUTH 89 DEGREES 46 MINUTES 18 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF SAID DEQUINDRE ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN BEING DESCRIBED; PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 00 DEGREES 01 MINUTE 30 SECONDS WEST, ALONG THE WEST LINE OF SAID DEQUINDRE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, A MEASURED DISTANCE OF 2119.39 FEET (DESCRIBED 2119.24 FEET) TO A JOG IN SAID STREET LINE; THENCE NORTH 87 DEGREES 47 MINUTES 51 SECONDS EAST, ALONG THE JOG IN SAID STREET LINE, A DISTANCE OF 0.01 FEET TO A POINT; THENCE SOUTH 00 DEGREES 14 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF SAID DEQUINDRE ROAD, SAID LINE BEING 60.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1, A MEASURED DISTANCE OF 165.99 FEET (DESCRIBED 166 FEET) TO THE NORTHWEST CORNER OF LOT 25 OF "RANIERI SUBDIVISION" AS RECORDED IN LIBER 142 OF PLATS ON PAGE 25, OAKLAND COUNTY RECORDS; THENCE SOUTH 87 DEGREES 48 MINUTES 48 SECONDS WEST, ALONG THE NORTH LINE OF SAID "RANIERI SUBDIVISION" (L. 142, PLATS, P. 25, O.C.R.), A DISTANCE OF 1250.22 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID SUBDIVISION; THENCE NORTH 02 DEGREES 03 MINUTES 32 SECONDS EAST, A DISTANCE OF 166.00 FEET TO A FOUND IRON PIPE AT THE SOUTHEAST CORNER OF THE CITY OF TROY, DONALD J. FLYNN PARK; THENCE NORTH 00 DEGREES 09 MINUTES 01 SECOND WEST, ALONG PART OF THE EAST LINE OF SAID PARK, A MEASURED DISTANCE OF 2162.32 FEET (DESCRIBED 2161.97 FEET) TO THE SOUTHWEST CORNER OF VACATED "PESCA-SEROLI" SUBDIVISION AS RECORDED IN LIBER 59 OF PLATS ON PAGE 38, OAKLAND COUNTY RECORDS; THENCE NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID VACATED "PESCA-SEROLI" SUBDIVISION (L. 59, PLATS, P. 38, O.C.R.), A MEASURED DISTANCE OF 1249.24 FEET (DESCRIBED 1247.01 FEET) TO THE POINT OF BEGINNING, CONTAINING 65.979 ACRES, MORE OR LESS, OF LAND IN AREA.

88-20-01-200-018, 006, 007 and 008
88-20-01-427-001 (pt 8)

EXHIBIT C2
Legal Description of Driveway

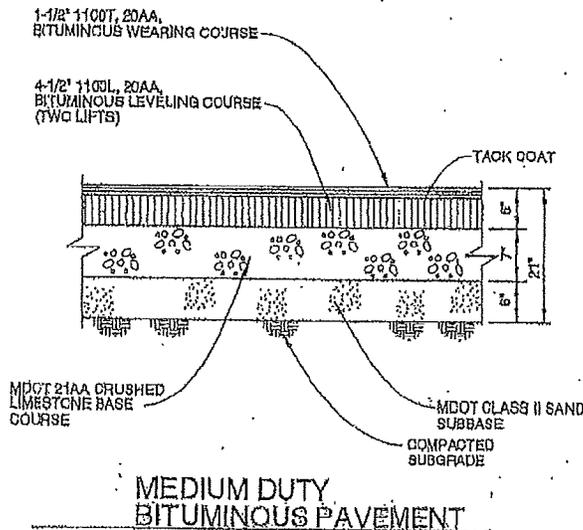
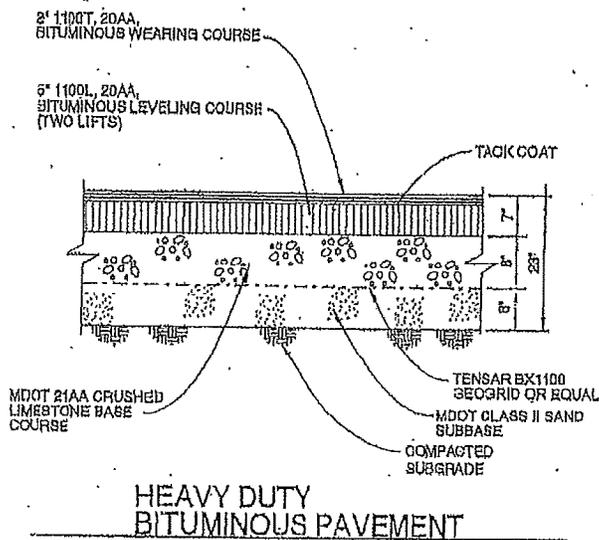
PART OF THE NORTHEAST FRACTIONAL ¼ OF SECTION 1, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN. COMMENCING AT THE NORTH ¼ CORNER OF SAID SECTION 1; THENCE N 89°40'14" E, ALONG THE NORTH LINE OF SAID SECTION 1, 1162.06 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 36 FEET WIDE DRIVEWAY; THENCE S 00°14'51" E 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 173.87 FEET, A DELTA ANGLE OF 28°24'08", AND A CHORD BEARING AND DISTANCE OF S 14°26'55" E 85.31 FEET; THENCE S 28°38'53" E 12.41 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 255.82 FEET, A DELTA ANGLE OF 28°24'01", AND A CHORD BEARING AND DISTANCE OF S 14°26'55" E 125.51 FEET; THENCE S 00°14'54" E 486.32 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 274.00 FEET, A DELTA ANGLE OF 23°48'00", AND A CHORD BEARING AND DISTANCE OF S 24°36'17" E 113.00 FEET; THENCE S 48°57'39" E 37.79 FEET TO THE POINT OF ENDING OF SAID CENTERLINE AND THE EAST PROPERTY LINE OF CITY OF TROY PROPERTY AS DESCRIBED IN EXHIBIT A.

88-20-01-200-017 (P+D)
88-20-01-200-002 (P+D)

Exhibit D Driveway Work & Lighting

AGREEMENT BETWEEN CITY OF TROY AND WILLIAM BEAUMONT HOSPITAL FOR THE USE OF DRIVEWAY

The entire driveway, including the boulevard entrance, from South Boulevard to the Beaumont property, shall be replaced using the Heavy Duty Bituminous Pavement cross section depicted below and on sheet C5.101 of plans prepared by Harley Ellis Devereaux, dated August 31, 2006, and approved by the City of Troy. The relocated access road to the Flynn Park parking lot shall be replaced using the Medium Duty Bituminous Pavement cross sections as depicted below and on the above referenced plans. All curbs shall be replaced to match the existing 24" concrete curb and gutter section on the Flynn Park side. Lighting along the entire driveway shall be extended from and match those on the Beaumont property. Engineering plans for the Repaving Work and Lighting must be approved by the City's Engineering Department prior to construction.



Specifications
Repaving

EXHIBIT E

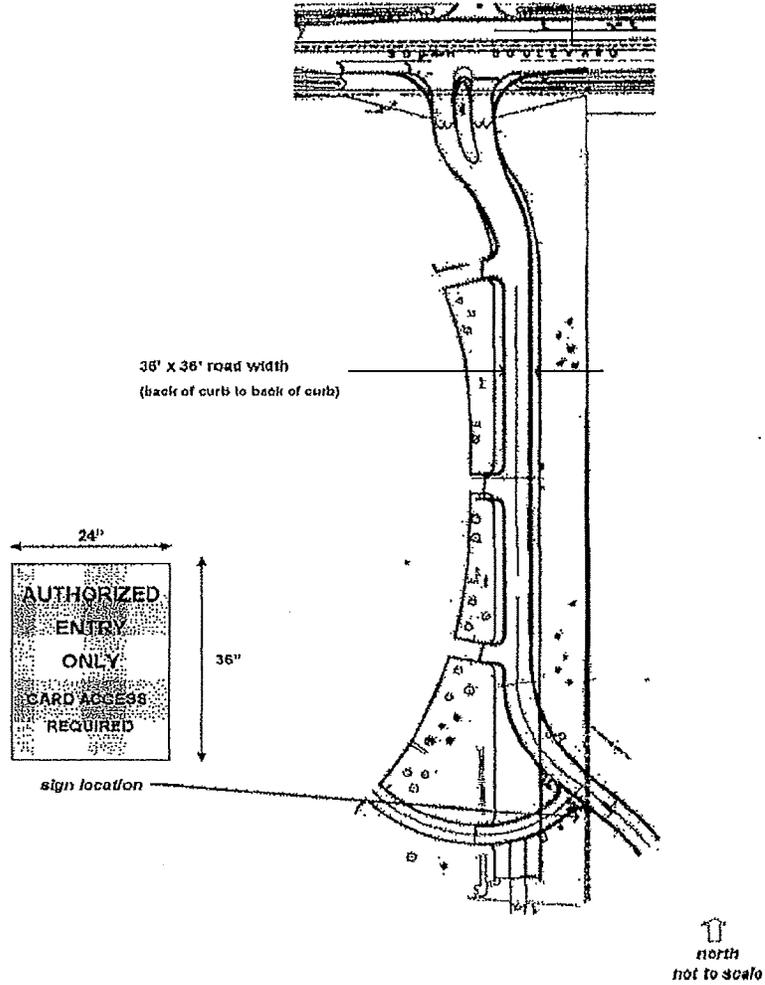


EXHIBIT F
Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER Complete <u>Sample Certificate</u>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Complete	INSURER A:	XYZ Company
	INSURER B:	ABC Company
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured - City of Troy - use wording below GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	0001	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Anyone person) \$ PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	0002	XX-XX-XX	XX-XX-XX	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	0003	XX-XX-XX	XX-XX-XX	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0004	XX-XX-XX	XX-XX-XX	<input checked="" type="checkbox"/> WS STATU TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Additional Insured: City of Troy including Architects and Engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers additional Insured on ISO form B or broader.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
City of Troy 500 W. Big Beaver Rd. Troy, MI 48084		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO SUBJECT. AUTHORIZED REPRESENTATIVE



TO: The Mayor and Members of City Council
FROM: Lori Grigg Bluhm, City Attorney *LeB*
Allan T. Motzny, Assistant City Attorney *ATM*
DATE: April 14, 2016
SUBJECT: Troy v Behunin

In order to proceed with the John R. Road Reconstruction Project, the City needed to acquire a strip of property owned by Defendants Michael and Kathleen Behunin located at 6947 John R. Road. The City had an appraisal done in January 2007, and unsuccessfully attempted to negotiate with the property owners. The City eventually filed a condemnation lawsuit on December 2, 2014. The Court issued an order granting possession of the property to the City, and the only remaining issue was the value of the property taken by the City, or the just compensation. The City's updated appraisal valued the property at \$45,335. The Behunin's appraiser valued it at \$73,085.

The attached proposed Consent Judgment was negotiated after Case Evaluation, where three independent Oakland County attorneys determined the property value was \$59,500. In addition to this just compensation, the proposed Consent Judgment also requires the payment of all statutory fees and costs, including attorney fees which are calculated on a 1/3 contingency basis.

City Administration recommends approval of the proposed Consent Judgment, which would finalize this condemnation case.

Please let us know if you have any questions concerning this matter.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
Municipal Corporation,

Plaintiff,

v

Case No. 2014-144331-CC
Hon. Martha D. Anderson

MICHAEL J. BEHUNIN and
KATHLEEN L. BEHUNIN,
husband and wife; Estate of MARJORIE E.
THORNTHWAITE, deceased, or
MARJORIE E. THORNTHWAITE'S
unknown heirs, devisees, legatees and assigns,
COMERICA BANK, a Michigan State Chartered Bank,

Defendants.

City of Troy – City Attorney's Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorney for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

David E. Nykanen (P47763)
Nykanen Dorfman PLLC
Attorney for Defendants Michael
J. Behunin and Kathleen L. Behunin
4100 Woodward Avenue
Bloomfield Hills, MI 48304-5130
(248) 629-0880
dave@nykanendorfman.com

CONSENT JUDGMENT

At a session of the Oakland County Circuit Court held
in the City of Pontiac, Michigan,

on: _____

Present: the Hon. Martha D. Anderson

A case evaluation hearing was held in this matter on March 9, 2016. Plaintiff (the "City") and Defendants (the "Behunins") have both accepted the case evaluation award, and the parties have requested that the Court enter this Judgment on Case Evaluation to implement the case evaluation award and resolve other outstanding

issues in this case. Having been so advised, and being otherwise fully advised in the premises, this Court therefore **ORDERS** and **ADJUDGES** as follows:

1. The City shall pay to the Behunins final just compensation in the amount of \$59,500.00, less compensation previously paid in the amount of \$33,500.00, resulting in increased just compensation totaling \$26,000.00 (the "Increased Compensation").

2. Pursuant to MCL 213.66, the City shall reimburse the Behunins for expert real estate and tree appraisal fees in the amount of \$4,950.00 (the "Appraisal Reimbursement").

3. The City shall pay the Increased Compensation and the Appraisal Reimbursement to the Behunins in the form of a check in the amount of \$30,950.00 payable to Michael J. Behunin and Kathleen L. Behunin.

4. Pursuant to MCL 213.66, the City shall reimburse the Behunins for attorney fees incurred in the amount of \$8,666.67 and costs in the amount of \$181.08, for a total of \$8,847.75 (the "Attorney Fee Reimbursement").

5. The City shall pay the Attorney Fee Reimbursement to the Behunins in the form of a check payable to Nykanen Dorfman, PLLC.

6. All payments set forth in the Judgment shall be delivered by the City to Nykanen Dorfman PLLC, within 21 days of the date of this Judgment.

7. The subject property is a legal non-conforming property after the taking that is the subject of this case.

8. The terms of this Court's Stipulated Order for Payment of Estimated Compensation and Surrender of Possession and Vesting of Title, dated January 14, 2015, shall survive this Consent Judgment and continue in effect as provided in that Order.

This Judgment resolves the last pending claim and closes this case.

Hon. Martha D. Anderson

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

On behalf of the parties, we hereby stipulate and agree to entry of the foregoing Consent Judgment.

Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorney for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

David E. Nykanen (P47763)
Attorney for Defendants Michael
J. Behunin and Kathleen L. Behunin
41000 Woodward Avenue
Bloomfield Hills, MI 48304-5130
(248) 629-0880
dave@nykanendorfman.com

Dated: _____

Dated: _____



CITY COUNCIL AGENDA ITEM

TO: Members of the Troy City Council
FROM: Lori Grigg Bluhm, City Attorney *LG*
Allan T. Motzny, Assistant City Attorney *ATM*
DATE: April 14, 2016
SUBJECT: Corrections to Stonecrest Planned Unit Development Agreement

At its meeting on November 23, 2015, the Troy City Council granted Concept Development Plan approval, Preliminary Development Plan approval, and also approved the accompanying Planned Unit Development Agreement for the Stonecrest Development on Livernois Road, across from Town Center. The proposed development will include a 100-bed, 70,000 square foot assisted living facility, and also require improvements that will benefit the adjacent City Park (Dog Park) and trailhead.

After the Agreement was signed by all parties, the title company discovered a discrepancy in the legal description, based on a 1953 deed conveying 22 feet of the Livernois Road frontage to Oakland County. This right of way conveyance was somehow omitted from the most recent legal descriptions for the subject property.

Recorded documents with inaccurate property descriptions can be corrected with the filing of a Scrivener's Affidavit with the Oakland County Register of Deeds under MCL 565.451d. The Scrivener's Affidavit details the error and corrects the property description. It can be signed administratively. Unfortunately, the Stonecrest Agreement has not been recorded, and therefore the Scrivener's Affidavit option is not available.

The Developer's attorney has submitted a substitute page 1 and a substitute page 2 to replace the original pages. These substituted pages merely reflect the slightly revised acreage for the Stonecrest property as a result of the revised property description. The Developer's attorney has also submitted a substitute Exhibit B and a substitute Exhibit C that contain the correct legal description for the property. We have attached a copy of the Stonecrest Planned Unit Development Agreement with the substituted pages and exhibits.

Since the substitute pages and exhibits only revise the stated acreage and the legal description for the property, and do not affect any other provision of the agreement, it is our recommendation that City Council confirm and ratify the attached Stonecrest Planned Unit Development Agreement, which includes the corrected legal description. Once it is ratified, then the agreement with the substituted pages and exhibits will be recorded with the Oakland County Register of Deeds.

We have provided a proposed resolution for your consideration.

**STONECREST SENIOR LIVING AND MEMORYCARE RESIDENCES
AND JOINT CITY PARK DEVELOPMENT**

STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF TROY

**DEVELOPMENT AGREEMENT FOR
STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES
AND JOINTLY DEVELOPED CITY PARK
PLANNED UNIT DEVELOPMENT**

This Development Agreement ("Agreement") dated November 23, 2015, is entered into by and between NP TROY, LLC, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer") and the CITY OF TROY, a Michigan municipal corporation having its principal offices at 500 West Big Beaver Road, Troy, Michigan 48084 ("City").

Recitals

A. Developer is the Purchaser of certain real property located in the City of Troy, Oakland County, Michigan containing approximately 9.59 acres, located on the east side of Livernois Road, between Big Beaver Road and Wattles Road, across from Town Center Drive, which real property is more particularly described and depicted in **Exhibit B** hereto (the "Developer Property").

B. The Developer Property is located immediately to the south of property owned by the City consisting of approximately 18.73 acres on which the City intends to develop a City Park, jointly with Developer, which real property owned by the City is more particularly described and depicted in **Exhibit A** hereto (the "City Park Property").

C. The Developer filed an Application for concurrent approval of a Concept Development Plan and a Preliminary Development Plan for a new PUD in order to develop assisted living residences with a memory care component consisting of residential related uses on approximately the westerly +/- 3.651 acres of the Developer Property (hereinafter the "Assisted Living and Memory Care Residences"), which real property is more particularly described and depicted on the attached **Exhibit C** which shows the full Developer Property of +/- 9.421 acres, less the Conservation Area of +/- 5.77 acres. The remaining +/- 5.77 acre portion of the Developer Property legally described and depicted on **Exhibit C** is to be retained as an undeveloped natural site in perpetuity by means of a conservation easement which limits

and restricts the easterly +/- 5.77 acre portion of the Developer Property as undeveloped land (the "Undeveloped and Naturally Preserved Site Area"). It is intended that the terms of the conservation easement will be negotiated by the parties and, when fully signed by the Parties, will be attached as a separate Exhibit to this Agreement. The Assisted Living and Memory Care Residences and the Undeveloped and Naturally Preserved Area, together with the jointly developed City Park as described in this Agreement as to Developer's obligations and agreement relating to the City Park are collectively referred to as the "Project" or the "Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park PUD".

D. As part of the Jointly Developed City Park portion of this PUD, it is intended that the Developer and the City will mutually enter into a series of easements and/or easement maintenance agreements in perpetuity located on specifically designated portions of Developer's Property and the City Park Property, which will provide for several different specified uses by the Parties and development of portions of the City Park Property at the expense and cost of Developer as more fully set forth in this Paragraph D and detailed further in this Agreement and in other specific Exhibits to be attached to this Agreement, and located on the City Park Property.

(1) There will be an Entrance Drive and Cross-Access Driveway Easement Agreement from Livernois Road extending to the Developer Property north property line and also located on the City Park Property starting from the east edge of Livernois Road and extending further onto the City Park Property and to the Developer Property to the south. The form and substance of such "Entrance Drive and Cross-Access Easement" is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits, and the fully executed Entrance Drive and Cross-Access Easement with legal descriptions, surveys and other exhibits will be submitted before final site plan approval and held by the City for recording after final engineering is approved by the City. The Developer will pay all costs and expenses of constructing of this Entrance Drive and Cross-Access Easement and the cost of landscaping the area to high quality standards as more fully set forth in Preliminary Landscape Plan dated September 2, 2015, attached as **Exhibit C-1.0** hereto.

(2) In addition, Developer will construct, at its sole cost and expense, an access parking lot area and related improvements located on the City Park Property and mutually serving both the Developer Property and the City Park Property, which is primarily intended for use as part of the City Park, but Developer will have the right to mutually use that parking area in perpetuity as incidental overflow parking to the Developer Property. The form and substance of the Easement for Parking Lot and for Joint Parking Facilities is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Parking Lot and for Joint Parking Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. All parking, stormwater retention/detention and disposal, and landscaping relating to the parking area on City Park Property will be installed by Developer, at its cost, as approved by the City requirements in accordance with the Preliminary Development Plan attached as Exhibit D.

(3) As part of the development of the City Park on City Park Property and the development of the Developer Property for its approved uses, there will be need for a stormwater retention/detention pond and water feature to be mutually used by the parties in perpetuity and located on the City Park Property, which stormwater retention/detention pond and water feature will serve both the City Park Property and Developer Property. The form and substance of the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities on the City Park Property is hereby approved and attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Easement for Water Detention/Retention and for Joint Detention/Retention Facilities with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer will pay all costs of installing that retention/detention pond and water feature and will be responsible to remove the soil required to install the retention/detention pond and water feature either to the Developer Property as additional fill on Developer Property or by removal from and/or relocation upon the Developer Property and/or City Park Property as agreed to in writing with the City. The Easement for Water Detention/Retention and or Joint Detention/Retention Facilities will be constructed to City specifications and will contain landscaping and other amenities to make it an attractive water feature on City Park Property with a fountain and electrical service provided by Developer as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(4) The City hereby grants to Developer, its agents, employees, contractors and suppliers, a clear and adequate Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement approved in form and substance and attached hereto providing access and temporary use of the City Park Property to install, repair and maintain the Developer improvements to the City Park Property as required by this Agreement and as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(5) As part of this Agreement, the City hereby approves in form and substance a Monument Sign Easement Agreement to be located on the City Park Property attached hereto without the legal descriptions, surveys or other exhibits and the fully executed Monument Sign Easement Agreement with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City. Developer may install and maintain, at Developer's cost, a sign identifying Developer's name, address, location and access to its senior living and memory care residences on the Developer Property as approved by the City requirements in substantial accordance with the Preliminary Development Plan attached hereto as **Exhibit D**.

(6) As part of this Agreement, the City hereby approves in form and substance a Reciprocal Easement Maintenance Agreement (hereafter "REMA") attached hereto without the legal descriptions, surveys or other exhibits and the fully executed REMA with legal description, survey and other exhibits will be submitted before final site plan approval and held by the City for recording after engineering is approved by the City.

(7) There will be additional ideas, plans and improvements to the City Park Property which the City desires to include as part of its overall development of the City Park

Property as it evolves. The City has not yet finalized its detailed plans for pathways, overall landscaping, bathroom facilities, fencing and other City Park Property amenities. Because Developer is satisfied that it is in its best interests as part of the Jointly Developed City Park under this PUD Agreement to have a City Park which is attractive and desirable to the City, its citizens and users, and the Developer and its residents, Developer has committed to provide to the City, in advance, upon completion of the Developer's specified obligations on the City Park Property as set forth in this Agreement, an additional fund of Fifty Thousand (\$50,000.00) Dollars which the City may use in its discretion for the further completion of amenities of its choice in the City Park at the City's cost. These funds will be provided by Developer upon acceptance by the City of the improvements which Developer is obligated to provide on the City Park Property as set forth in this Agreement.

E. The Developer has agreed to undertake, at Developer's cost, the construction of various public roads, entrance drive, cross-access drive, sidewalks, detention/retention pond, and public and private utility improvements necessary for the Project. Developer agrees to construct the Project in one phase which is set forth on the Preliminary Site Plan dated September 2, 2015, attached hereto as **Exhibit E** attached hereto (the "Preliminary Site Plan"). The City Council of the City has issued Concept Development Plan and Preliminary Development Plan approval for the rezoning of the Developer Property in accordance with this PUD as required by the City's Zoning Ordinance.

F. In connection with the grant of rezoning of the Developer Property to PUD, Chapter 39, Section 11.06 E. of the City's Zoning Ordinance requires the execution of a Planned Unit Development Agreement which incorporates the Concept Development Plan and Preliminary Development Plan, which are attached to this Agreement and include a summary description of the nature and character of the proposed Development; a statement of the conditions upon which the Concept Development Plan Approval and Preliminary Development Plan Approval by the City Council is based; a summary of public improvements and financial guarantees to complete those improvements; and other documents enumerated as PUD Documents, and which require Concept Development Plan Approval by City Council as part of the grant of rezoning of the Developer Property to PUD. However, Developer submitted a Concept Development Plan and Preliminary Development Plan pursuant to Chapter 39, Section 11.07 which was recommended for approval by the Planning Commission on September 22, 2015. As part of PUD plan approval, Developer has offered and agreed to make the improvements and to proceed with the undertakings described in the PUD Documents which Developer and the City agree were necessary and roughly proportional to the burden imposed in order to (i) ensure that the public services and facilities affected by the Project will be capable of accommodating increased services and facility loads caused by the Project, (ii) protect the natural environment and conserve natural resources, (iii) ensure compatibility with adjacent uses of land, (iv) promote use of the Developer Property and City Park Property in an economically desirable manner and (v) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et. seq.* and Chapter 39, Article 11 of the City of Troy Zoning Ordinance.

G. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Developer Property and the City Park Property, once City Council has granted rezoning to Stonecrest Senior Living

and Memory Care Residences and Jointly Developed City Park Planned Unit Development, and approved this Agreement and the Concept Development Plan and the Preliminary Development Plan, including preliminary site plan, preliminary landscape plan, preliminary grading plan, tree list, tree preservation plan, topographic survey, site photometer plan, innovations lighting solutions, the temporary construction easement, the various perpetual easements and reciprocal easement maintenance agreement ("REMA"), the floor plans room details and elevation plan for the Stonecrest Senior Living and Memory Care Residences, and the other PUD Documents referenced herein and attached hereto. This Agreement is effective on the date the City's Zoning Ordinance is amended to grant rezoning of the Developer Property to PUD (the "Effective Date") and to be binding upon the City, the Developer, and their successors and assigns.

NOW, THEREFORE, as an integral part of the grant of the rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

GENERAL TERMS

1.1 This Agreement, incorporates all PUD Documents, and shall run with the land, both as to Developer's Property and pursuant to the perpetual easements and agreements on Developer's Property and/or City Park Property. Reference in this Agreement or any PUD Documents to "Developer" shall include Developer's respective successors and assigns. It is the intent of the City and Developer to put all future owners of the Developer Property and/or the City Park Property or parties in interest on notice of the rights, obligations, restrictions, and perpetual easements and agreements contained herein by recording this Agreement and its attached Exhibits with the Oakland County Register of Deeds. The terms and conditions of this Agreement shall be considered "Deed Restrictions" for any successors or assigns of the Developer Property, and shall be incorporated by reference in any other restrictions created in connection with the development and/or use of the Developer Property, the 5+ acres of Developer Undeveloped Property and/or City Park Property.

1.2 The Developer Property shall be developed and improved only in accordance with the following, which shall be referred to herein as the "PUD Documents". Additional "PUD Documents City Park Property", which are a part of the Jointly Developed City Park are also referenced herein and made a part of this Agreement:

- A. Chapter 39, Article 11 of the City's Zoning Ordinance, and amendments, if any.
- B. The Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development Plan/Preliminary Development Plan Application, submitted by Developer to the City Planning Department on September 2, 2015. Information included in the

Concept Development Plan/Preliminary Development Plan Application, or subsequently submitted to the City by Developer, its architects, professional engineers or landscaping consults, including but not necessarily limited to, the following:

<u>General Description of Document</u>	<u>Date of Document</u>	<u>Drafter or Preparer</u>
C-0.0 Cover Sheet	9/2/15	PEA Inc.
C-1.0 Topographic Survey	9/2/15	PEA Inc.
C-1.1 Tree List	9/2/15	PEA Inc.
C-1.2 Tree Preservation Plan	9/2/15	PEA Inc.
C-2.0 Preliminary Site Plan	9/2/15	PEA Inc.
C-3.0 Preliminary Grading Plan	9/2/15	PEA Inc.
L-1.0 Preliminary Landscape Plan	9/2/15	PEA Inc.
_____ Site Photometric Plan	9/15/15	Innovative Lighting Solutions
SK1 First Floor Plan	9/1/15	pi architects
SK2 First Floor Plan – West Half	9/1/15	pi architects
Sk3 First Floor Plan – Middle Section	9/1/15	pi architects
Sk4 First Floor Plan – East Half	9/1/15	pi architects
Sk5 First Floor Plan – Second Floor Plan	9/1/15	pi architects
Sk6 Room Details	9/1/15	pi architects
Sk7 Elevation Plan	9/1/15	pi architects
Sk9 Section @ Left Wing	9/1/15	pi architects

C. Signage. all signs shall comply with the requirements for multiple residential uses in Chapter 85-Signs of the Troy Code of Ordinances. Such signs may be lighted and shall be designed to attract and inform pedestrians and vehicles of the Project location, address and use. No such projecting sign shall exceed 32 square feet per sign. The location of all

ground signs shall be subject to review and approval by the City Building Official.

- D. Any and all conditions of the approval of the City Council pertaining to the Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development Concept Development/Preliminary Development Plan as specifically reflected in the resolution of the official minutes of the meeting at which such approval is granted.
- E. An Affidavit of Property Ownership to be recorded by Developer with the Oakland County Register of Deeds prior to commencement of construction and prior to the lease, rental or occupancy by tenants of any portion of the Project, containing the legal description of the entire Developer Property, specifying the date of Concept Development/Preliminary Development Plan approval and rezoning of the Planned Unit Development by the City Council, and declaring that all future development of the Developer Property and by Developer on the City Park Property has been authorized, restricted and required to be carried out in accordance with this Agreement and the Ordinance amendment granting rezoning to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.
- F. Developer shall have the right hereunder to modify the interior floor plans for the Senior Living and Memory Care Residences on the Developer Property without the consent (but subject to compliance with all other applicable City ordinances), so long as the exterior elevations for the improvements in the Senior Living and Memory Care Residences do not significantly change. Any significant changes to the building elevation on the Developer Property (as determined by the City Zoning Administrator) may be reviewed and approved by the City Planning Commission following procedures set forth in the Troy Zoning Ordinance for an amendment to a Site Plan.
- G. Trash pickup on the Developer Property may not occur between the hours of 10 p.m. and 8 a.m.
- H. The City of Troy Planning Department may administratively approve improvements to the City Park Property including, but not limited to, restrooms, trails, fencing, sidewalks, parking lots, and play equipment, whether erected by Developer or the City.

1.3 Troy City Council Resolution # 2015-11-148 and this Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development shall be considered an amendment to the Zoning Ordinance and the Zoning Map, reclassifying the zoning of the Developer Property, which was not previously rezoned to PUD and constitutes the land use authorization for the Developer Property, and all use and improvement of the Developer

Property or by the Developer on the City Park Property shall be in substantial conformity with such Ordinance and the PUD Documents referenced herein and as set out in Chapter 39 of the Troy Zoning Ordinance.

ARTICLE II

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

2.1 The Final Development Plan application submitted per the requirements of Section 11.08 of Chapter 39, Article 11 of the City's Zoning Ordinance, shall meet and conform to the criteria of the Concept Development Preliminary Development Plan and the Preliminary Development Plan as approved by the City.

2.2 Developer shall have the right to develop the Developer Property and make improvements or modifications to the City Park Property in accordance with the PUD Documents as per Chapter 39, Article 11 of the City's Zoning Ordinance. Any changes to the Project shall be approved in accordance with the PUD Documents and the City's Zoning Ordinance in effect at the time of the proposed changes.

2.3 The Project shall be developed in one phase.

2.4 List of Conditions Offered in Exchange for PUD Consideration. As part of the PUD approval and as conditions of said approval and to satisfy the PUD zoning standards, Developer's obligations shall include the following, plus any other requirements set forth in documents or Exhibits attached hereto and made a part hereof, which are designated as the obligations of Developer:

The conditions described on the Site Plan for the Developer Property and the City Park Property include, in summary only:

- (a) Construction of a shared use parking lot with landscaped islands, water features, parking lot lights;
- (b) construction of a stormwater detention/retention pond with water feature, fountain, electrical connections and landscaping;
- (c) sidewalk and landscaping along the east side of Livernois Road on the City Park Property; and
- (d) plaza and trailhead and a \$50,000 contribution to the City for optional future City Park development and enhancement by the City.

2.5 Developer and the City have, in connection with the Entrance Drive and Cross-Access Driveway Easement Agreement located on the City Park Property, the Easement for Parking Lot and for Joint Parking Facilities located on the City Park Property and the Easement for Water Detention/Retention and for Joint Detention/Retention Facilities located on the City Park Property, entered into a Reciprocal Easement and Maintenance Agreement ("REMA") regarding the upkeep, care and maintenance of the improvements located on the City Park Property which will establish the obligations of the owners and/or occupants or users of the improvements within the City Park Property to maintain the landscaping and improvements, snowplowing, sweeping of drives, sidewalks and parking lot, and other Joint Parking Facilities within and upon the City Park area within the perpetual easement areas to the extent included in and as more particularly set forth in the Reciprocal Easement and Maintenance Agreement ("REMA").

2.6 Developer, or any successor owner of the Developer Property, shall maintain the landscaping and related improvements located within or upon the Developer Property in a neat and orderly appearance, substantially free from refuse and debris and, shall promptly replace any dead or dying plants and shrubs. If the weather does not allow for immediate removal and replacement, then it shall be done as soon as possible, but in no event shall it be longer than the end of the current planting season.

2.7 Developer shall comply with the City Code and Ordinances, make any necessary application for permits and obtain any necessary permits for the use of temporary sales trailers and/or rental, occupancy, and advertising signs.

ARTICLE III

PUBLIC IMPROVEMENTS

3.1 Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems, including any required fire hydrants on the Developer Property. Such improvements shall be designed and constructed in accordance with the Final Development Plan, approved engineering construction plans and all applicable City, County and State standards, codes, regulations, ordinances and laws. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the Developer and shall be completed, approved and dedicated to (as required by the City in its discretion) the City to the extent necessary to fully service all proposed and existing facilities, structures and uses on the Developer Property and as part of the Developer Property. All water and sanitary system improvements required shall be completed before construction of the buildings to be erected on the Developer Property within said Development and shall be completed, approved and dedicated to and accepted by the City, if required, to the extent necessary to fully service all proposed and existing facilities, structures and uses, within the Developer Property to be served thereby, prior to issuance of any building permits. The water and sanitary sewer improvements within the Project must be completed such that upon completion and any dedication of such improvements, be fully sufficient to provide the required capacity for water and sewer services to

such buildings to be erected on the Developer Property according to the applicable laws, ordinances, codes, regulations and standards at the time of construction of buildings to be erected on the Developer Property. With respect to the Project, the Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction of the water and sanitary sewer systems plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete these improvements as required by the City Engineer, if Developer fails to complete the water and sanitary sewer improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the buildings to be erected on the Developer Property within the Project to be served by the water and sanitary sewer improvements in question shall be issued upon the posting of such Security and execution of such Agreement, which shall be approved by the City Attorney in the exercise of reasonable discretion. The water and sanitary sewer improvements shall be completed and approved prior to issuance of any certificates of occupancy for the last building to be erected on the Developer Property within the Project. At the Developer's request, but not more frequently than once a month, the Security may be reduced by the same percentage as the percentage of completion of the water and sanitary sewer improvements as determined by the City's engineer in the exercise of reasonable discretion. The balance of any Security shall be returned to Developer within thirty (30) days following the determination of the City that the water and sanitary sewer improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the Security shall be maintained by the City until such time as final approval has been issued for all improvements required for the Project on the Developer Property.

3.2 Storm Water Drainage. The Developer, at its sole expense, shall construct a storm water and retention/detention system on the Developer Property and the City Park Property, which system shall include the improvements provided in this Agreement, and shall be installed in accordance with the PUD Documents, the approved engineering construction plans and all applicable ordinances, laws, codes, standards and regulations. The Developer and the City have or will execute applicable easement agreements or other agreements relating to those improvements installed on the City Park Property. All drainage improvements necessary for the Project shall be completed and approved prior to issuance of a Final Certificate of Occupancy for any residence structure on the Developer Property. During the development of the Project, the Developer shall be obligated to maintain any then existing storm drainage and retention/detention system and facilities in a fully operational condition. Upon completion of the storm drainage and retention/detention system, the Developer may assign its responsibility with respect to such maintenance in accordance with the REMA. In such case, the obligation for maintenance shall be that of the party obligated under the REMA. For the construction of such storm water and retention/detention system, Developer shall post security in the form of cash or check or certificate of deposit, irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction of the storm

drainage system plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the drainage improvements as required by the City Engineer, if Developer fails to complete the drainage improvements in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the development of the Developer Property by Developer to be served by the drainage improvements in question will be issued upon the posting of such Security and execution of such Agreement, which shall be approved by the City in the exercise of reasonable discretion. The drainage improvements shall be completed and approved prior to issuance of any certificates of occupancy within the Development of the Developer Property. At the Developer's request, but not more frequently than once a month, the Security may be reduced by the same percentage as the percentage of completion of the drainage improvements as determined by the City's engineer in the exercise of reasonable discretion. The balance of any Security shall be returned to Developer within thirty (30) days following the determination of the City that the drainage improvements have been completed per the approved engineering plans. A minimum of ten (10) percent of the security shall be maintained by the City until such time as final approval has been issued for all improvements required by Developer serving the City Park Property.

3.3 Sidewalks, Drives, Entryways and Parking Lots. All entryways, drives, sidewalks, and parking lots (the "paving improvements") on the Developer Property or the City Park Property to be constructed by Developer shall be designed, situated and constructed in accordance with the Final Site Plan, engineering plans, all requirements and applicable ordinances of the City, the PUD Documents and the approved engineering construction plans. All internal drives, entryways, sidewalks, and parking lots on the Developer Property will be private except as otherwise set forth herein. The drives, entry ways, sidewalks, parking lots and pathways installed by Developer or the City on City Park Property will be public property subject to restrictions established by the City, but subject to the retained rights of Developer under the terms of this Agreement, the applicable perpetual easements referenced in and attached as exhibits to this Agreement, and/or the REMA. The Developer, its successors and assigns, shall provide for emergency access for public entities and their personnel on the Developer Property. The Developer shall post security in the form of cash or check or certificate of deposit or irrevocable letter of credit (issued by an institution doing business in Oakland County) or a performance bond (the "Security"), as specified in a separate agreement approved by the City. The Security shall be in an amount equal to the estimated cost of installation, or a performance bond in an amount equal to the cost of construction plus 10% refundable cash deposit. The Agreement shall also authorize the City, at its option, to complete the sidewalks, drives, entryways, landscaping, and parking lots required by Developer on the City Park Property as required by the City Engineer, if Developer fails to complete the sidewalks, drives, entryways and parking lots in a timely fashion, once construction has commenced. All performance bonds shall be issued by institutions licensed and admitted to do business in the State of Michigan. In such case, building permits for the applicable phase of the Project to be served by the sidewalks, drives, entryways, and parking lots in question will be issued upon the posting of such Security and execution of this Agreement. The sidewalks, drives, entryways, and parking lots on the Developer Property and the City Park Property, as provided for herein, shall be completed and approved prior to issuance of any certificates of occupancy for the last building on the Developer Property.

3.4 Prior to the issuance of the first certificate of occupancy on the Developer Property, parking spaces shall be provided necessary to serve the development of the Developer Property, and shall consist of, at a minimum, striping on a base course of asphalt, as determined by the City Engineer for all entranceways and internal drive areas to provide for access for construction traffic, City personnel, emergency and firefighting equipment to the Developer Property. Further, the Developer agrees to complete to the City's approval the paving of all areas referenced in this Section (including topcoat, parking lot striping, and permanent traffic control signing required on Developer Property) prior to the issuance of the certificate of occupancy for the Project.

3.5 Developer, its successors and assigns, shall be responsible for upkeep, maintenance and repair of the drives, entranceways, sidewalks, and parking lots during the period of construction, and shall also keep streets abutting the Project free from debris and repair any damage to the streets abutting the Project (subject to City of Troy requirements) caused by construction activities on or for the Developer Property or the Project and use of abutting streets for construction purposes. If the Developer fails to maintain and repair the streets, boulevards, drives, entranceways, parking lots and abutting streets, as required by this Section, subject to normal construction requirements and construction traffic, the City may issue stop work orders and/or withhold issuance of further approvals, permits and occupancy certificates for development of the Project until such failure is cured in addition to any enforcement authorization or remedy provided herein, or any other agreement. At all times during and after completion of construction, Developer, its successor and assigns, shall cause all drives, entranceways and parking lots located on the Developer Property to be maintained, repaired and kept in an unimpeded, unobstructed, safe and passable condition to allow for the free flow and circulation of traffic throughout the Project, except for temporary closures or obstruction due to construction, repairs or snow. The responsibility and obligation for such ongoing maintenance and repair on the Developer Property shall be that of the Developer, its successors and assigns.

3.6 Developer shall have the right, subject to required City approvals, to assign its maintenance and repair obligations under this Agreement to any successor owner of the Developer Property. Upon the assignment to and assumption by the successor owner of Developer's maintenance and repair obligations, Developer shall have no further obligations or liability with respect thereto.

3.7 For purposes of maintenance obligations set forth in this Paragraph, the term "maintenance," "maintain" and "maintained" shall mean and include regular inspections.

ARTICLE IV

THE CITY'S RIGHTS AND OBLIGATIONS

4.1 The City, in each instance, shall endeavor to provide by written thirty (30) days notice to Developer documentation of any and all deficiencies and shall provide Developer with an adequate time period in which to cure any deficiencies under this Agreement, which shall be enough time for Developer, its successors, or assigns, to cure the deficiency, taking into consideration applicable weather and related conditions.

If, following the expiration of the period set forth to cure any deficiencies, such deficiencies have not been cured, the City shall there upon have the power and authority, but not the obligation, to take any of the following actions, in addition to any actions authorized under City ordinance and/or State law:

- (a) Demand that the non-performance, deficiency or obligation be fulfilled, performed or completed before Developer assigns its obligations to another owner of the Developer Property and set a specific date to complete the performance, fulfill the obligation or correct the deficiency. If Developer has not completed the performance, fulfilled the obligation or corrected the deficiency by the date specified, the Developer shall not assign its obligations to a subsequent owner of the Developer Property, and the City may proceed under paragraph 4.1(b).
- (b) Enter upon the Developer Property, or cause its agents or contractors to enter upon the Developer Property and perform such obligation or take such corrective measures as reasonably found by the City Administration to be appropriate. In addition to any financial assurance given to ensure completion of the improvements, the additional costs and expense of making and financing such action by the City, including without limitation notices by the City, upon written documentation of such additional costs and expenses, and reasonable legal fees incurred by the City, plus an administrative fee in the amount of ten (10%) percent of the total of all such costs and expenses incurred, shall be paid by Developer within thirty (30) days of City's invoicing to Developer.
- (c) The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the PUD Documents.

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

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

4.3 To the extent the PUD Documents deviate from the City of Troy Development Standards, Zoning Ordinance or other City ordinances, or any amendments thereto, the PUD Documents shall control. All improvements constructed in accordance with the PUD Documents shall be deemed to be conforming under the Zoning Ordinance and in compliance with all ordinances of the City.

ARTICLE V

MAINTENANCE OBLIGATIONS

The Developer, its successors and assigns, shall indemnify and hold harmless the City, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of Developer's specific use or required maintenance of the City Park Property owned by the City but maintained by the Developer, except those claims arising from the negligence or willful misconduct of the City, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of Developer or its successors thereunder.

Likewise, the City, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City's specific use or required maintenance of the City Park Property owned by the City and required to be maintained by the City, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the use or maintenance of the City Park

Property except as otherwise specifically required under the terms of this Agreement or any REMA Agreement which specifies obligations of the City or its successors thereunder.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer shall have the right to delegate its rights and obligations under this Agreement to a successor owner of the Developer Property as set out in this Agreement. Until the rights and responsibilities under this Agreement are transferred to a third party under this Agreement and/or any REMA Agreement between the parties, Developer and the City shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Developer Property, including mortgagees and others.

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

6.3 If there is a conflict between the terms of any of the PUD Documents, such documents shall control in the following order: (1) this Agreement and the attached Exhibits which are made a part hereof; (2) Chapter 39, of the City's Zoning Ordinance, and amendments, if any; (3) Final Development Plan, and (4) the Concept Development/Preliminary Development Plan. Where there is a question with regard to applicable regulations for a particular aspect of the Project, or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents which apply, the City in the reasonable exercise of its discretion, shall determine the regulations of the City's Ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents or in violation of applicable Federal or Michigan law; provided that Developer, its successors or assigns, shall have the right to challenge or contest the determination of the City in any court having jurisdiction.

6.4 The terms of the PUD Documents, including this Agreement, have been negotiated by the undersigned parties and such documentation represents the product of the joint efforts and agreement of the Developer and the City. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the PUD Documents, and shall not be permitted in the future to claim that the effect of these PUD Documents results in an unreasonable limitation upon uses of all or a portion of the Developer Property or City Park Property, or claim that enforcement of any of the PUD Documents causes an inverse condemnation or taking of all or a portion of the Developer Property. Furthermore, it is agreed that the improvements and undertakings set forth in the PUD Documents are necessary and roughly proportional to the burden imposed in order to ensure that services and facilities affected by the Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development will be capable of accommodating increased services and facility loads, traffic and

storm water drainage caused by the development thereof, to protect the natural environment and conserve natural resources, to ensure compatibility with adjacent uses of land, to promote use of the Developer Property in a socially and economically desirable manner, and to achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101, *et seq.* It is further agreed and acknowledged hereby that all of such improvements are substantially related to the burdens to be created by the Project contemplated hereby, and all such improvements and the requirements and regulations of the Project under the PUD Documents and Zoning Ordinance, without exception, are clearly and substantially related to the City's legitimate interests in protecting the public health, safety and general welfare.

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

6.6 This Agreement shall be binding on, and shall inure to the benefit of the parties and their respective successors and assigns.

THIS AGREEMENT was executed by the respective parties on the date specified with the notarization with their name, and shall take effect on the date of adoption by the Troy City Council of the Zoning Ordinance amendment granting rezoning of the Developer Property to Stonecrest Senior Living and Memory Care Residences and Joint City Park Planned Unit Development.

[Signatures Follow]

“City”

CITY OF TROY, a Michigan Municipal Corporation

By: 
Name: Dane Slater
Its: Mayor

Dated: 11-23-2015

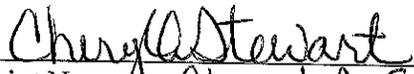
By: 
Name: Aileen Dickson
Its: City Clerk

Dated: 11-23-2015

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

CHERYLA STEWART
Notary Public-State of Michigan
County of Oakland
My Commission Expires May 3, 2019
Acting in Oakland County


Print Name: Cheryl A. Stewart
Notary Public, Oakland County, Michigan
My Commission Expires: May 3, 2015
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

DEVELOPMENT AGREEMENT FOR STONECREST SENIOR LIVING AND MEMORY CARE RESIDENCES AND JOINTLY DEVELOPED CITY PARK PLANNED UNIT DEVELOPMENT

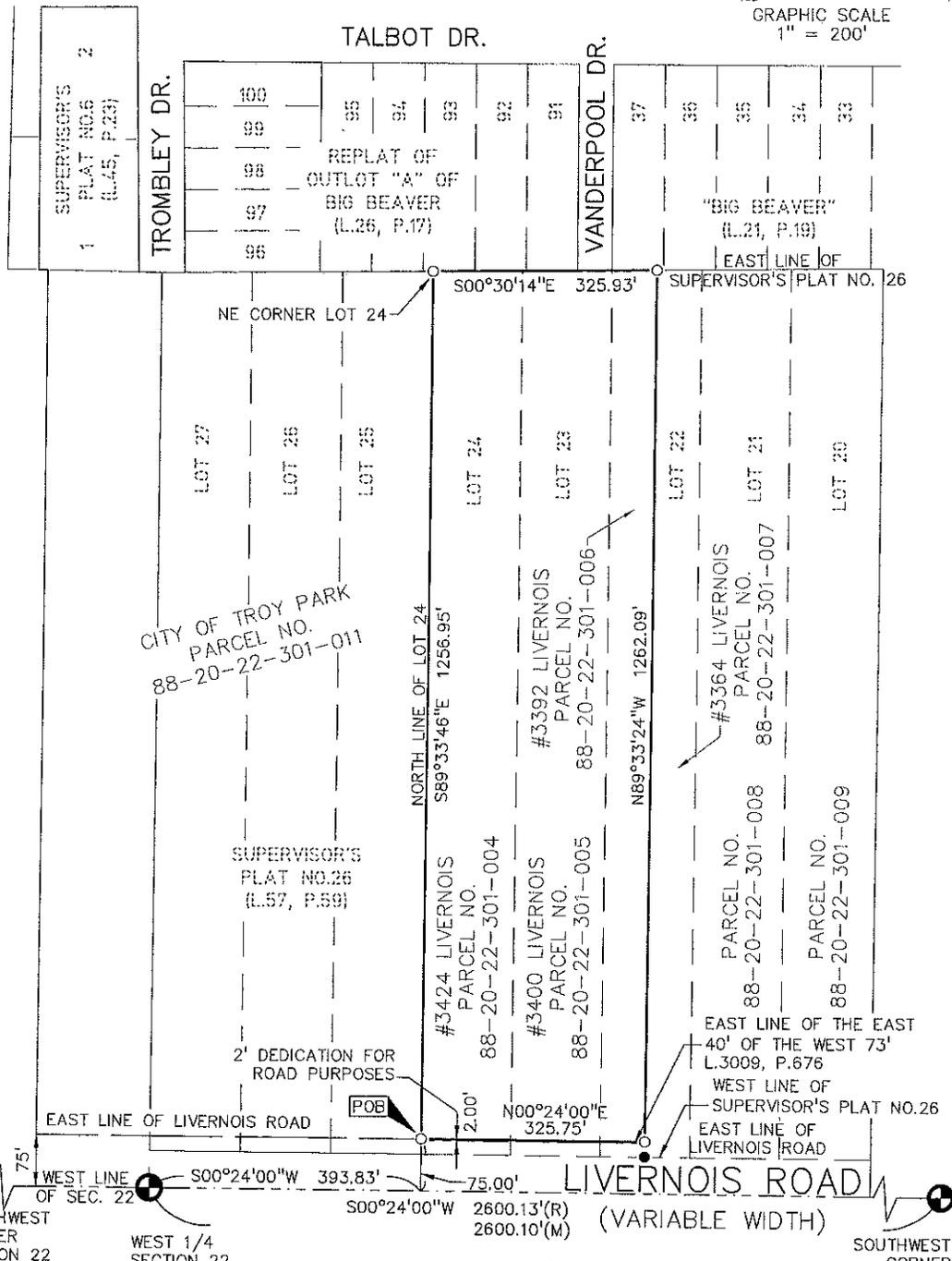
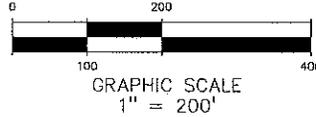
INDEX OF EXHIBITS

- Exhibit A – Certificate of Survey and Legal Description City Park Property
- Exhibit B – Certificate of Survey and Legal Description of Developer Property
- Exhibit C – Sketch of Conservation Area and Legal Description of Conservation Area Entrance Drive and Cross-Access Easement (Approved Form)
- Exhibit C-1.0 – Preliminary Landscape Plan
- Easement for Parking Lot and for Joint Parking Facilities (Approved Form)
- Exhibit D – Preliminary Development Plan
- Easement for Water Detention/Retention and for Joint Detention/Retention Facilities (Approved Form)
- Temporary Grading, Slope, Land Balancing, Excavation, Soil Removal, Construction, Landscaping and Installation Easement (Approved Form)
- Monument Sign Easement Agreement (Approved Form)
- Reciprocal Easement Maintenance Agreement (Approved Form)
- Exhibit E – Preliminary Site Plan

EXHIBIT A
CERTIFICATE OF SURVEY AND LEGAL
DESCRIPTION OF CITY PARK
PROPERTY

EXHIBIT B
CERTIFICATE OF SURVEY AND LEGAL
DESCRIPTION OF DEVELOPER
PROPERTY

EXHIBIT "B"
CERTIFICATE OF SURVEY



75'
WEST LINE OF SEC. 22
NORTHWEST CORNER SECTION 22 T.2N., R.11E, L.17038, P.722

WEST 1/4 SECTION 22, T.2N., R.11E, L.17038, P.724

SOUTHWEST CORNER SECTION 22 T.2N., R.11E, L.30681, P.389

BASIS OF BEARING:
WEST LINE OF SECTION 22 AS RECORDED IN "SUPERVISOR'S PLAT NO. 26", AS RECORDED IN LIBER 57, PAGE 59, OAKLAND COUNTY RECORDS.

- LEGEND:**
- ⊕ SECTION CORNER FOUND
 - FOUND IRON
 - SET IRON

STATE OF MICHIGAN
DANIEL L. COLE
PROFESSIONAL SURVEYOR
No. 68701

Daniel Cole



CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: 1" = 200'	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 1 of 2

PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
T: 248.689.9090
F: 248.689.1044
www.peainc.com

EXHIBIT "B"
CERTIFICATE OF SURVEY

LEGAL DESCRIPTION:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Section Corner Witnesses:

Southwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

S65°E 50.36' - PK nail in Southwest face of pole base
N88°E 48.70' - PK nail in Northwest face of light pole base
N65°W 52.85' - PK nail in Northeast face of pole base
S75°W 52.35' - Nail in Southeast face of pedestal in signal pole base

West 1/4 Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N63°W 55.97' - PK nail w/ washer in Southwest face of power pole
N49°E 91.36' - PK nail w/ washer in Northwest face of power pole
S37°W 107.94' - PK nail w/ washer in Northwest face of power pole
EAST 75.00' - 1/2" Re-Rod w/ cap #41090

Northwest Corner of Section 22, Town 2 North, Range 11 East
(Monument w/ remon cap in monument box)

N55°E 76.33' - Chiseled "X" in top of Southwest bolt of pole
S42°E 79.73' - Nail w/ remon tag in Northeast face of power pole
S41°W 77.67' - Nail w/ remon tag in Southeast face of power pole
N35°W 88.62' - Nail w/ "Troy" tag in Southwest face of power pole

I, Daniel L. Cole, a Licensed Land Surveyor in the State of Michigan, certify that I have surveyed the parcel(s) of land hereon described; that there are no encroachments except as shown; that the field error of closure is greater than 1 part in 10,000; and that I have complied with the survey requirements of Public Act 132 of 1970, as amended. The seller of this property is required to record this instrument at the time of sale.



3/11/16

DATE:

Daniel L. Cole

Daniel L. Cole, P.S. #59791
An Agent for PEA, Inc.



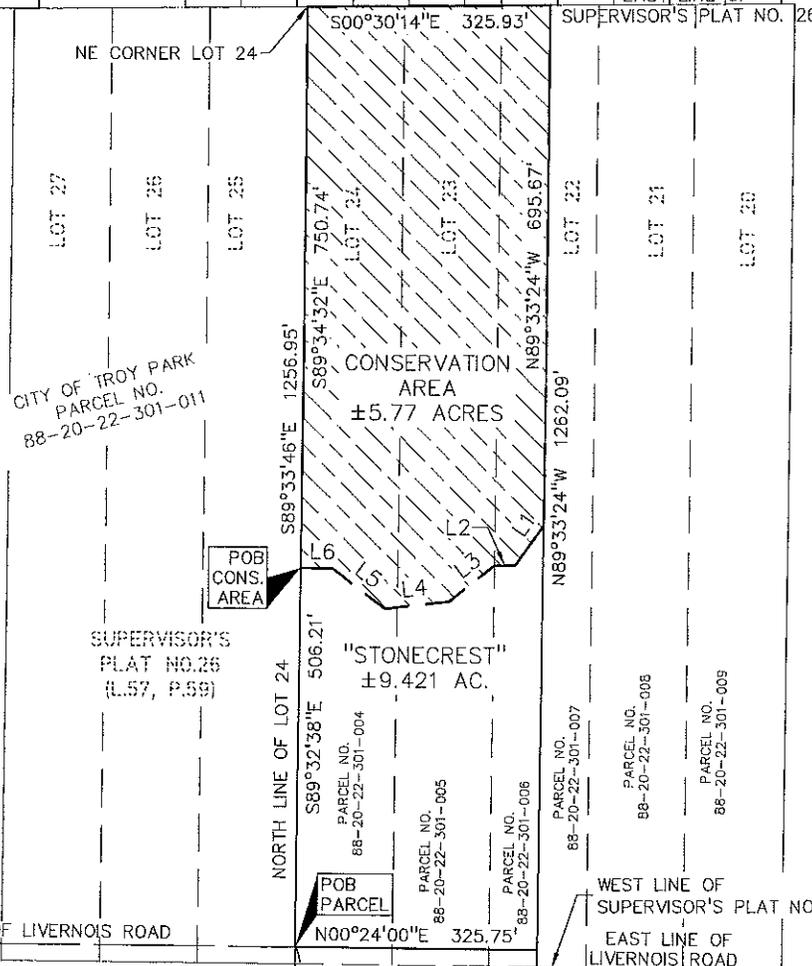
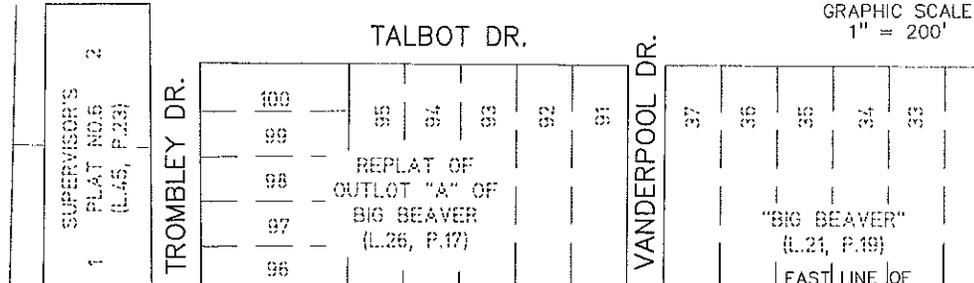
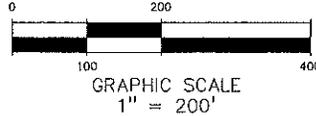
PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.688.9080
f: 248.688.1044
www.peainc.com

CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

EXHIBIT C
SKETCH OF CONSERVATION AREA
AND LEGAL DESCRIPTION OF
CONSERVATION AREA

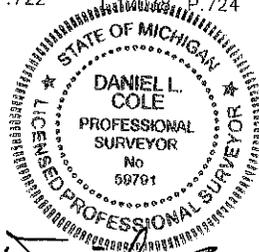
EXHIBIT "C"
SKETCH OF CONSERVATION AREA



WEST LINE OF SEC. 22 75' 500°24'00"W 393.83' 75.00' 500°24'00"W 2600.13'(R) 2600.10'(M) (VARIABLE WIDTH) LIVERNOIS ROAD EAST LINE OF LIVERNOIS ROAD WEST LINE OF SUPERVISOR'S PLAT NO. 26 EAST LINE OF LIVERNOIS ROAD

NORTHWEST CORNER SECTION 22 T.2N., R.11E. L.17038, P.722
WEST 1/4 SECTION 22, T.2N., R.11E. L.17038, P.724

SOUTHWEST CORNER SECTION 22 T.2N., R.11E. L.30681, P.389



Daniel Cole

Line Table		
Line #	Direction	Length
L1	N54°58'27"W	65.08'
L2	N01°16'58"W	28.55'
L3	N38°07'01"W	77.41'
L4	N06°49'46"W	86.30'
L5	N36°42'18"E	88.70'
L6	N01°23'44"E	42.51'



PEA, Inc.
2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
T: 248.689.8000
F: 248.689.1044
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CLIENT:
NORTH POINT DEVELOPMENT
5015 NW CANAL STREET, SUITE 200
RIVERSIDE, MD 54150

SCALE: 1" = 200'
DATE: 3-11-16

JOB No: 2015141
DWG. No: 1 of 2

EXHIBIT "C"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION – "STONECREST" PARCEL:

(Per PEA, Inc.)

Part of the North 1/2 of Lot 22, and part of Lot 23 and Lot 24 of "Supervisor's Plat No. 26", as recorded in Liber 57, Page 59, Oakland County Records, except the West 23 feet of the North 1/2 of Lot 22, and the West 23 feet of Lot 23 and Lot 24, thereof, being lands in the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E (recorded as S89°36'00"E), 75.00 feet to the East line of Livernois Road (75 foot half width) and the POINT OF BEGINNING;

thence continuing S89°33'46"E, 1256.95 feet along the North line of said Lot 24 to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
thence along said East line, S00°30'14"E (recorded as S00°30'E), 325.93 feet;
thence N89°33'24"W, 1262.09 feet to the aforementioned East line of Livernois Road;
thence along said East line N00°24'00"E, 325.75 feet to the POINT OF BEGINNING.
Containing ±9.421 acres of land. Subject to any easements and restrictions of record.

Legal Description – Conservation Area:

(Per PEA, Inc.)

A parcel of land over the above described "Stonecrest" parcel, being part of the Southwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the West 1/4 of said Section 22;
thence along the West line of said Section 22, S00°24'00"W, 393.83 feet;
thence S89°33'46"E, 75.00 feet to the East line of Livernois Road (75 foot half width);
thence continuing S89°33'46"E, 506.21 feet along the North line of said Lot 24 to the POINT OF BEGINNING;

thence along said easement the following nine (9) courses:

- 1) continuing S89°33'46"E, 750.74 feet to the Northeast corner of said Lot 24, also being the East line of said "Supervisor's Plat No. 26";
- 2) along said East line, S00°30'14"E, 325.93 feet;
- 3) N89°33'24"W, 695.67 feet;
- 4) (L1) N54°58'27"W, 65.08 feet;
- 5) (L2) N01°16'58"W, 28.55 feet;
- 6) (L3) N38°07'01"W, 77.41 feet;
- 7) (L4) N06°49'46"W, 86.30 feet;
- 8) (L5) N36°42'18"E, 88.70 feet and;
- 9) (L6) N01°23'44"E, 42.51 feet to the aforementioned North line of Lot 24 and the POINT OF BEGINNING.

Containing ±5.77 acres of land.



PEA, Inc.

2430 Rochester Ct, Ste 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
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CLIENT: NORTH POINT DEVELOPMENT 5015 NW CANAL STREET, SUITE 200 RIVERSIDE, MO 64150	SCALE: -	JOB No: 2015141
	DATE: 3-11-16	DWG. No: 2 of 2

**ENTRANCE DRIVE AND CROSS-ACCESS
DRIVEWAY EASEMENT AGREEMENT**

THIS EASEMENT FOR ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY (the "Entrance Drive and Driveway Easement") is made and entered into as of this ____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit A** attached hereto ("Grantor Property") and Grantee is the owner of the real property legally described in **Exhibit B** attached hereto ("Grantee Property"), which Grantee Property is adjacent to Grantor Property and both Properties front on Livernois Road.

B. Each of Grantor Property and Grantee Property is presently unimproved property but it is currently intended by the Parties that Grantee Property will be developed as a senior living and memory care residence complex with related parking areas, and other improvements. Additional improvements will be constructed and installed on Grantor Property for use of both Grantor Property and Grantee Property.

C. As part of a Planned Unit Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, design, plan, participate in and develop certain improvements on the Grantor

Property, including this Entrance Drive and Driveway Easement and other easements to be located on the Grantor Property which is to be developed as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a permanent non-revocable easement across the Grantor Property for the construction by Grantee of an entrance way drive from Livernois Road and, as part thereof, a cross-access driveway extending to parking lots on Grantor Property and further extending to the Grantee Property for use by the Grantee Property, which above described improvements will serve both the Grantor and Grantee Properties, and will be constructed and installed at Grantee's cost for design, engineering and construction of the above-referenced improvements in the areas of Grantor's Property set forth in engineering plans and drawings attached to and made a part of the certain PUD Development Agreement for Stonecrest Senior Living and Memory Residences and Joint City Park Development dated November 23, 2015, to which this Entrance Drive and Cross-Access Driveway Easement is made a part thereof (the "PUD Development Agreement"). The legal description and survey of the Entrance Drive and Cross-Access Driveway Easement is set forth on Exhibit C attached hereto and incorporated herein by reference (the "Entrance Drive and Cross-Access Driveway Easement").

NOW, THEREFORE, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Entrance Drive and Cross-Access Driveway Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Easement as follows:

1. **Easements.**

1.1 **Grant and Reservation.** Grantor and Grantee each hereby grants to the other and reserve to themselves, perpetual easements and use of the entrance drive and cross-access driveway areas shown on the engineering plans and drawings attached to the PUD Development Agreement and the legal description and survey of the Entrance Drive and Cross-Access Driveway Easement attached to this Agreement as **Exhibit C,** for pedestrian, vehicular and bicycle ingress and egress to and from each of the Grantor Property and Grantee Property and for access to the separate parking lot and parking lot easement for the mutual benefit of Grantor and Grantee to be constructed by Grantee on the Grantor Property. The easements herein granted and reserved are for use by each of Grantor and Grantee, and their respective successors and assigns, as the record fee owners from time to time of the Grantor Property and Grantee Property, by anyone from time to time entitled to have access to and/or utilize all or any part of the Grantor Property and Grantee Property by way of lease, license, concession, invitee, licensee, or other agreement or arrangement (each, an "Authorized User") , and by the employees, agents, contractors, customers and invitees of Grantor or Grantee. The easements granted and reserved in this Section 1.1 are not limited to present users of Grantor Property and Grantee Property or present improvements thereon.

1.2 **Temporary Easements.**

1.2.1 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, a temporary construction easement to go upon Grantor Property from time to time, to the extent necessary to construct and improve the entrance drive and cross-access driveway improvements as described and referenced in this Entrance Drive and Cross-Access Driveway Easement.

1.2.2 Grantor hereby grants to Grantee, its employees, agents, contractors and suppliers, an easement to go upon Grantor's Property to the extent necessary to effect maintenance, repair or replacement as permitted or required of Grantee in this Entrance Drive and Driveway Easement or a separate Reciprocal Easement Maintenance Agreement entered into by Grantor and Grantee on or about the date hereof ("REMA").

1.3 Easement Non-Exclusive and Appurtenant. The easements granted and reserved in Sections 1.1 and 1.2 above shall be non-exclusive and shall be appurtenant to each of Grantor Property and Grantee Property.

1.4 No Obstructions. No walls, fences or barriers of any kind shall be constructed or permitted on any portion of the entrance drive and cross-access driveway improvements that would prevent or impair the use or exercise of the easement rights granted and reserved herein by Grantor, Grantee, their respective successors and assigns, and any Authorized User.

2. Enforcement. This Easement Agreement may be enforced only by Grantor and Grantee, their successors and assigns, and not by any other person, Authorized User or unauthorized user. Grantor and Grantee each shall have the right to prosecute any proceedings at law and/or in equity against any other Party or anyone else violating or attempting to violate any of the provisions of this Easement Agreement, to restrain or enjoin such violation or attempted violation and/or to recover damages therefor. All remedies available to Grantor or Grantee under this Easement Agreement or otherwise shall be cumulative and not mutually exclusive.

3. **Easement Agreement Given in Perpetuity.** This Easement Agreement is expressly given in perpetuity and runs with the land. If any action or suit is brought for the enforcement of any provision of this Easement Agreement, or as a result of any alleged violation of any provision of this Easement Agreement, the prevailing party, as determined by the Court having jurisdiction of the matter, shall be entitled to recover its costs of suit, including reasonable attorneys' fees, from the losing party, and any judgment or decree entered in such proceeding shall include an award therefor.

4. **Duration.** The Entrance Drive and Cross-Access Driveway Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to both the Grantee Property and the Grantor Property and shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Entrance Drive and Driveway Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall run with the land and shall continue in perpetuity. Any person or entity subsequently acquiring an interest in the Grantee Property or the Grantor Property, or any part thereof, shall be bound by this Entrance Drive and Driveway Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Entrance Drive and Driveway Easement from or to its Property. Although persons and entities may be released under this Section 4 if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Entrance Drive and Driveway Easement running with the land in perpetuity.

5. **General Provisions.** Any and all notices, demands, requests and other communications required or permitted hereunder (“Notices”) shall be in writing, addressed to Grantor and Grantee at their respective addresses set forth above on the cover page of this Easement Agreement, to each other Owner of the Grantor Property or Grantee Property, at its or their address set forth in the recorded vesting deed by which the subsequent Owner acquires title to the Grantor Property or Grantee Property, or at such other address as any subsequent Owner may designate by notice delivered in accordance with this Section. A copy of each Notice shall also be sent to the mortgage holder, if any, of each of Grantor Property or Grantee Property, to the extent such mortgage holder has provided written notice of its address to the Grantor or Grantee. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, Federal Express or similar nationally recognized overnight courier which delivers only upon signed receipt of the addressee. Grantor or Grantee, their successors and assigns, may, at any time and from time to time, in connection with the sale, transfer, financing or refinancing of the Grantor Property or Grantee Property, deliver written request to the Grantor or Grantee to execute estoppel certificates certifying, to the best knowledge of the Grantor or Grantee, the status of this Easement Agreement and performance hereunder, and each Grantor and Grantee shall provide its estoppel certificate within 15 days after receipt of such request. This Easement Agreement may be amended or terminated only by a written agreement signed and acknowledged by Grantor and Grantee, and the respective first mortgagees of all of the Grantor Property and Grantee Property and recorded with the Oakland County Register of Deeds. All provisions of this Easement Agreement shall be covenants running with the land pursuant to applicable Laws. Each of Grantor and Grantee shall automatically be deemed, by acceptance of the title to the Grantor Property or Grantee Property, or any part thereof, to have accepted this Easement Agreement, agreed to comply with all of its provisions, and assumed all obligations applicable to such Easement Agreement or part thereof arising during and with respect to such Grantor and Grantee

period of ownership, and to have agreed to execute any and all instruments and do any and all things reasonably required to carry out the intent of this Easement Agreement. All exhibits referred to herein and attached to this Easement Agreement are incorporated herein by this reference. The section and paragraph headings and captions in this Easement Agreement are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof," "herein," "hereunder" and similar terms shall be deemed to refer to this Easement Agreement. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." This Agreement shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Entrance Drive and Driveway Easement as of the date first above written.

"GRANTEE":

NP TROY, LLC
a Missouri limited liability
company,

By: _____

Its: _____

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By: _____

Dane Slater

Its: Mayor

And By: _____

Aileen Dickson

Its: City Clerk

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Print Name: _____

Notary Public, _____ County, _____

My Commission Expires: _____

Acting in the County of _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

WHEN RECORDED RETURN TO:

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

EXHIBIT "A"

GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

**LEGAL DESCRIPTION AND SURVEY OF
THE PORTION OF GRANTOR PROPERTY ON WHICH
THE ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY EASEMENT
IS LOCATED**

EXHIBIT "D"

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS
RELATING TO THIS ENTRANCE DRIVE AND CROSS-ACCESS DRIVEWAY
EASEMENT ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE
INCORPORATED HEREIN BY THIS REFERENCE
AS THOUGH FULLY SET FORTH HEREIN**

EXHIBIT C-1.0
PRELIMINARY LANDSCAPE PLAN

**EASEMENT FOR PARKING LOT
AND FOR JOINT PARKING FACILITIES**

THIS EASEMENT FOR PARKING LOT AND FOR JOINT PARKING FACILITIES (the "Parking Facilities Easement") is made and entered into as of this ____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share certain improvements, including this Parking Facilities Easement and other easements to be located on the Grantor Property as part of a City Park to be developed on the Grantor Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee certain easements across Grantor Property, including this Parking Facilities Easement, for the construction of a parking lot, parking lanes, curbing, a water detention and water feature, landscaping and electric illumination within this Parking Facilities Easement. These parking lot improvements will be installed on the Grantor Property at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner specified in detailed engineering plans and drawings attached to a certain Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement") to which this Parking Facilities Easement is attached and made a part thereof.

NOW, THEREFORE, for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Parking Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Parking Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the construction, installation and improvement, of parking lot facilities with landscaped islands, parking lanes, parking spaces, a water detention and water run-off feature, landscaping, overhead lighting and other necessary improvements (the "Parking Lot Facilities") in, under, upon, over and through the Parking Facilities Easement, all in accordance with the Parking Facilities Easement legal description and survey attached hereto as **Exhibit "C"** and detailed improvements thereto as set forth in the PUD Development Agreement and attachments thereto incorporated herein by this reference. The Parking Facilities

Easement herein granted and reserved is for use by and benefit of Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. This Parking Facilities Easement is designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Parking Lot Facilities and all incidental improvements thereto are to be constructed by Grantee as part of a certain engineering plan for parking lot, landscaping, parking sites, parking access lanes, overhead lighting, water detention/retention, a water feature, parking lot access and other improvements thereto, prepared by Professional Engineering Associates, Inc., working in cooperation with the staff personnel of Grantor, as set forth in the PUD Development Agreement, and will at all times serve the needs and requirements of both the Grantor Property and Grantee Property.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Parking Lot Facilities Easement and the engineering plan for the Parking Lot Facilities Easement attached to and made a part of the above referenced PUD Development Agreement. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Parking Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not, except as required for construction of the Parking Lot Facilities, erect, install or place any structures, materials, devices, things or matters within the Parking Facilities Easement which obstruct or impede the use of the Parking Lot Facilities by the Grantor or Grantee, their heirs, successors, invitees, and licensees, or impede or interrupt the normal flow and design for flow of surface water to, over, or within or from the Parking Facilities Easement, without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Parking Lot Facilities, upon prior written notice to Grantee, Grantor may, at its reasonable election, and its

sole cost, further improve, alter, or expand the Parking Lot Facilities (the "Grantor Improvements"), at Grantor's sole cost, in order to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Parking Facilities Easement shall be maintained to adequately handle the overflow Grantee parking requirements in the normal course of business from the Grantee Property and the Parking Lot Facilities, while possibly expanded and/or modified by Grantor at Grantor's sole cost, will also continue to exist at least in its present location in accordance with **Exhibit "C"** hereto.

3. **Maintenance of the Parking Lot Easement During Construction of Parking Lot Facilities.**

Maintenance of the Parking Lot Facilities During Construction of the Parking Lot Facilities by Grantee in Accordance with the Approved Engineering Plans. Commencing with (i) the start of construction by Grantee of any improvements permitted or required by Grantee on the Parking Facilities Easement on Grantor Property, or (ii) the date Grantee performs any action to improve, alter or install all or any portion of the Parking Lot Facilities pursuant to the approved engineering plans attached to the PUD Development Agreement, Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Parking Lot Facilities within or in proximity of the Parking Facilities Easement, including, without limitation, obtaining all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the Parking Lot Facilities. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete the required work under the approved engineering plans referenced herein. Upon completion of construction of the Parking Facilities under the approved engineering plans referenced herein, the maintenance, repairs and upkeep of the Parking Facilities Easement shall be carried out pursuant to the Reciprocal Easement

Maintenance Agreement between Grantor and Grantee of even date which is incorporated herein by this reference.

4. **Duration.** The Parking Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Parking Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parking Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity, provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Parking Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Parking Facilities Easement for parking from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Parking Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Parking Facilities Easement as of the date first above written.

[Signatures on Following Page]

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 20___, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"
GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

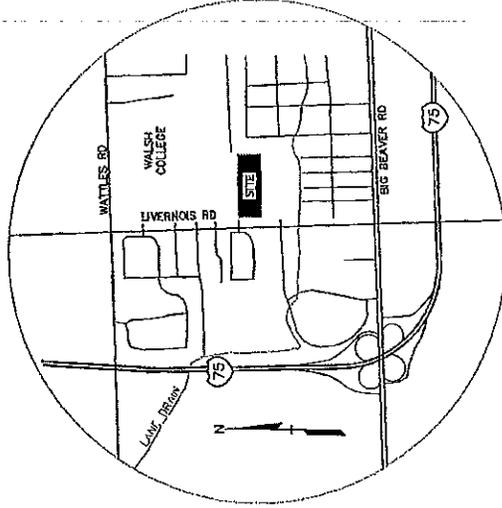
**LEGAL DESCRIPTION AND SURVEY OF
THE PORTION OF GRANTOR PROPERTY ON WHICH
THE PARKING FACILITIES EASEMENT IS LOCATED**

EXHIBIT "D"

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS
RELATING TO THIS PARKING FACILITIES EASEMENT ARE NOT ATTACHED TO
THIS EASEMENT, BUT ARE INCORPORATED HEREIN BY THIS REFERENCE
AS THOUGH FULLY SET FORTH HEREIN**

EXHIBIT D
PRELIMINARY DEVELOPMENT PLAN

PRELIMINARY AND CONCEPTUAL SITE PLANS FOR
STONECREST
 PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
 NO SCALE

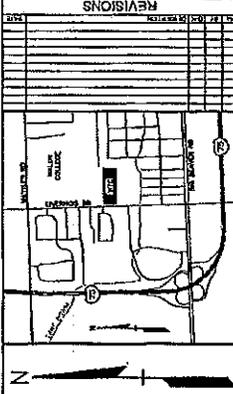
DEVELOPER:
 NORTHPOINT DEVELOPMENT
 5015 NW CANAL STREET, SUITE 200
 RIVERSIDE, MO. 64105
 CONTACT: MARK OMERENKO
 PHONE: (816) 888-7381

ARCHITECT:
 P1 ARCHITECTS
 1001 W. BERRY ST., SUITE 303
 AUSTIN, TX 78731
 CONTACT: ERIC LANCON
 PHONE: (512) 231-1910

CIVIL ENGINEER/LANDSCAPE ARCHITECT:
 PROFESSIONAL ENGINEERING ASSOCIATES, INC.
 2430 ROCHESTER CT., SUITE 100
 TROY, MI 48063
 PHONE: (313) 688-0930
 FAX: (313) 688-1044
 CONTACT: EMBL S. BUNEX III, PE
 JANET EVANS, P.L.A.

INDEX OF DRAWINGS:

- C-00 COVER SHEET
 - C-01 TOPOGRAPHIC SURVEY
 - C-11 TREE LIST
 - C-12 TREE PRESERVATION PLAN
 - C-20 PRELIMINARY SITE PLAN
 - C-30 PRELIMINARY GRADING PLAN
 - I-1.0 PRELIMINARY LANDSCAPE PLAN
 - I-1.0 SITE PHOTOMETRIC PLAN
- ARCHITECTURAL PLANS**
- SK1 FIRST FLOOR PLAN - WEST HALF
 - SK2 FIRST FLOOR PLAN - MIDDLE SECTION
 - SK3 FIRST FLOOR PLAN - EAST HALF
 - SK4 FIRST FLOOR PLAN - SECOND FLOOR PLAN
 - SK5 ROOM DETAILS
 - SK6 ELEVATION PLAN
 - SK7 SECTION 1
 - SK8 SECTION 2 LEFT WING



LOCATION MAP - NOT TO SCALE



3 FULL WORKING DAYS BEFORE YOU BEGIN CALL



PEA
 PROFESSIONAL ENGINEERING ASSOCIATES
 2430 ROCHESTER CT., SUITE 100
 TROY, MI 48063
 PHONE: (313) 688-0930
 FAX: (313) 688-1044

COVER SHEET
 NORTHPOINT DEVELOPMENT
 PART OF THE SW 1/4 OF SECTION 22, T.2N., R.11E.,
 CITY OF TROY, OAKLAND COUNTY, MICHIGAN

C-0.0

NOT FOR CONSTRUCTION



ii architects
 10000 Woodward Ave
 Suite 100
 Detroit, MI 48202
 Tel: 313.963.1111
 Fax: 313.963.1112
 www.iiarchitects.com

Project Name: **Northpoint Development**



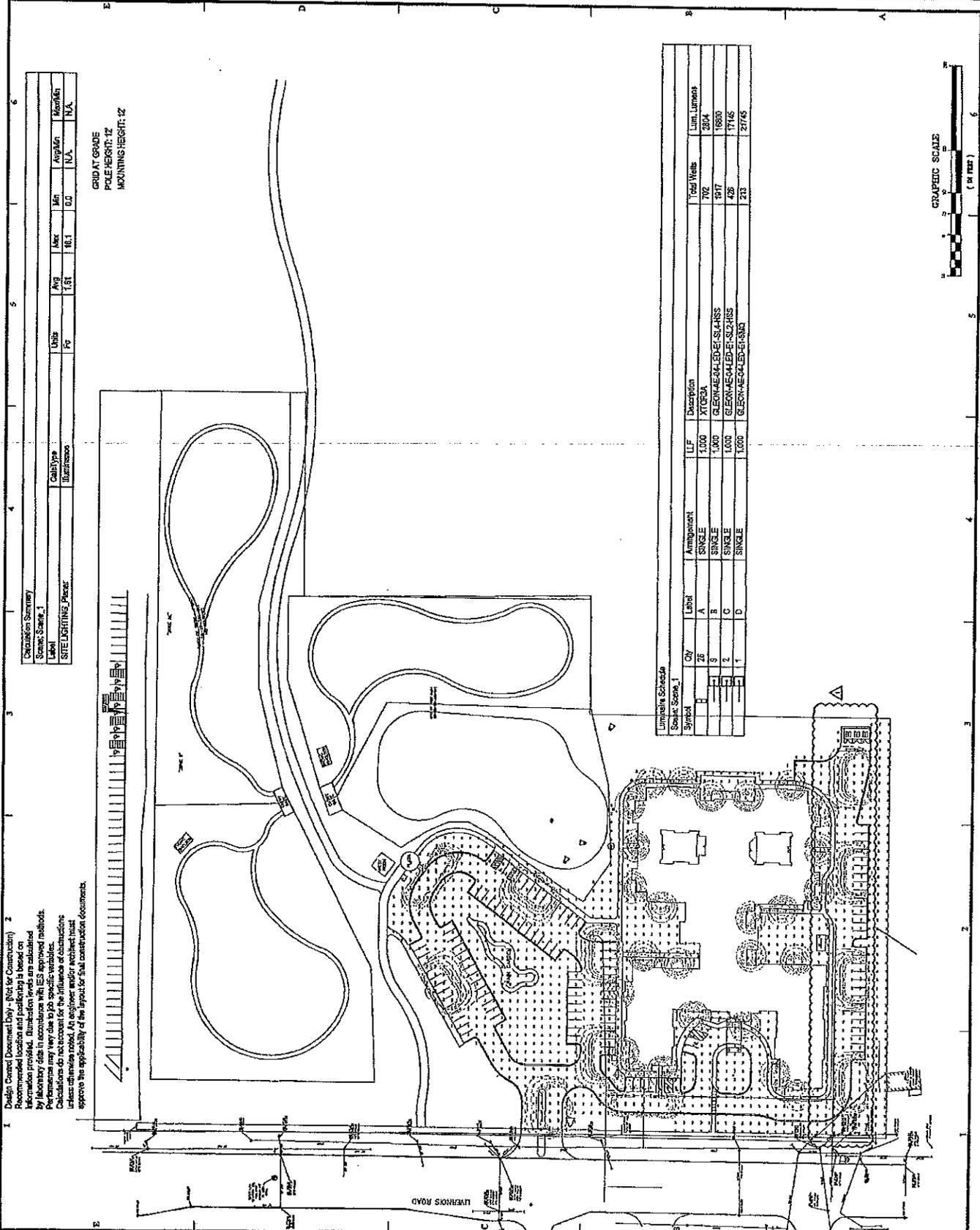
NORTHPOINT DEVELOPMENT
 ASSISTED LIVING & MEMORY CARE
 TROY, MI

GENERAL PLANNING

DATE: 04/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

SCALE: AS SHOWN
 PHOTOGRAPHIC

Sheet: **E0.0**



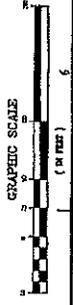
Calculation Summary
 Scene: Scene_1

Label	Units	Area	Per	Height	Mounting
SITE LIGHTING PLANT	FO	1.31	82.1	0.0	N/A

GRID AT GRADE
 POLE HEIGHT: 12
 MOUNTING HEIGHT: 12

Luminaire Schedule
 Scene: Scene_1

Symbol	Qty	Label	Amperage	Description	LF	Lim. Lumens
1	9	A	SINGLE	XTORSA	1,000	2804
2	2	B	SINGLE	GLEON-AS-LED-EI-SL-4-RSS	1,000	1800
3	1	C	SINGLE	GLEON-AS-LED-EI-SL-4-RSS	1,000	1745
4	1	D	SINGLE	GLEON-AS-LED-EI-SL-4-RSS	1,000	2175



1. Design Concept (Described Below) Not for Construction
 2. Recommended location and justification is based on information provided. Illumination levels are calculated by laboratory data in accordance with IES approved methods. Performance may vary due to job specific variables. Calculations do not account for the influence of obstructions unless otherwise noted. An engineer and/or architect must approve the applicability of the layout for final construction documents.

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/11	ISSUED FOR PERMITS
2	11/15/11	ISSUED FOR CONSTRUCTION

SEAL

PEA
 PROFESSIONAL ENGINEERING ASSOCIATES
 1000 W. WASHINGTON ST. SUITE 100
 ANN ARBOR, MI 48106-1500
 PHONE: 734.769.1234
 FAX: 734.769.1235
 WWW.PEA-ANNARBOR.COM

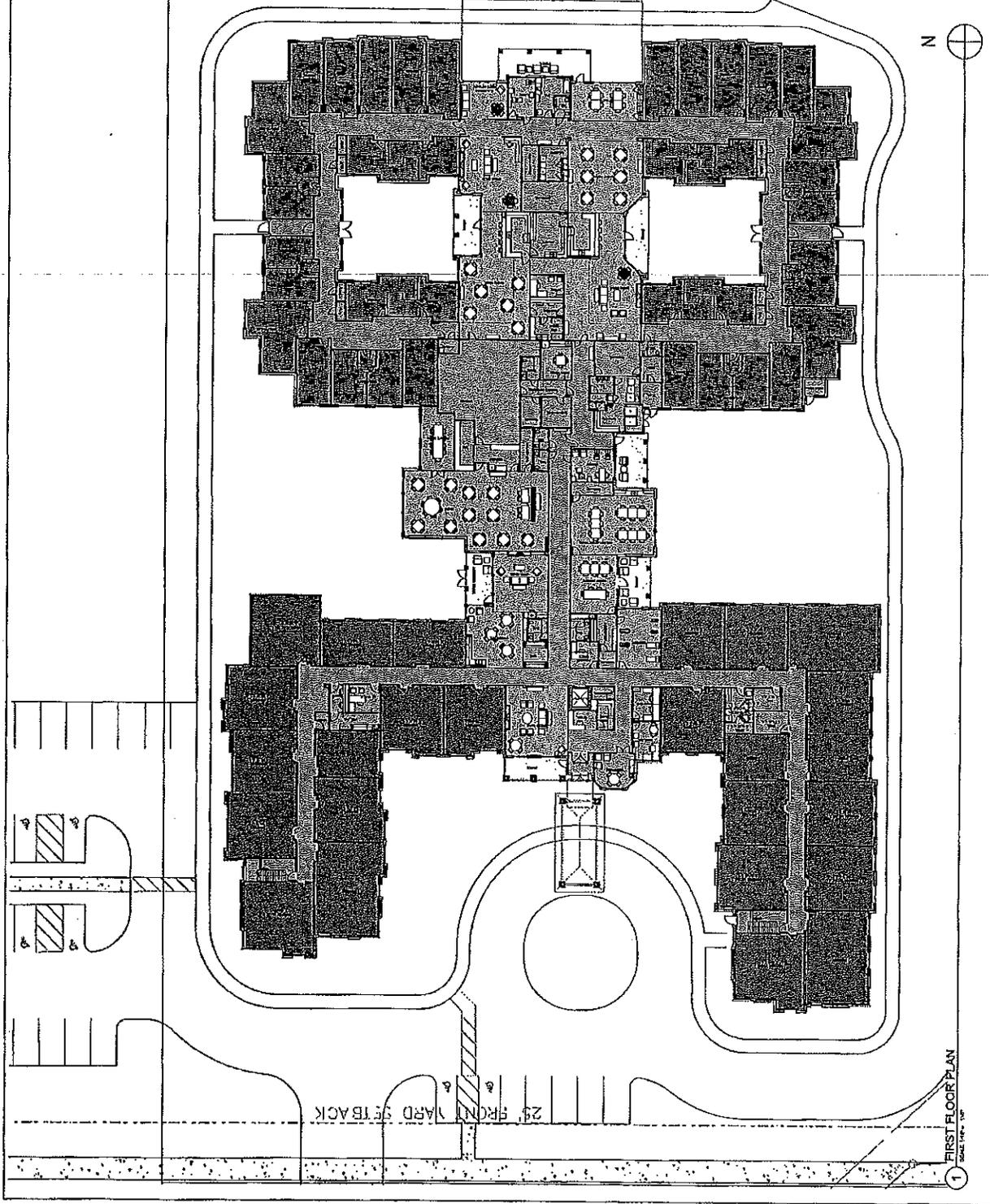
811
 CALL BEFORE YOU DIG
 MI 313.381.2222

ASSISTED LIVING & MEMORY CARE
 NORTHPOINT DEVELOPMENT
 19071 MI

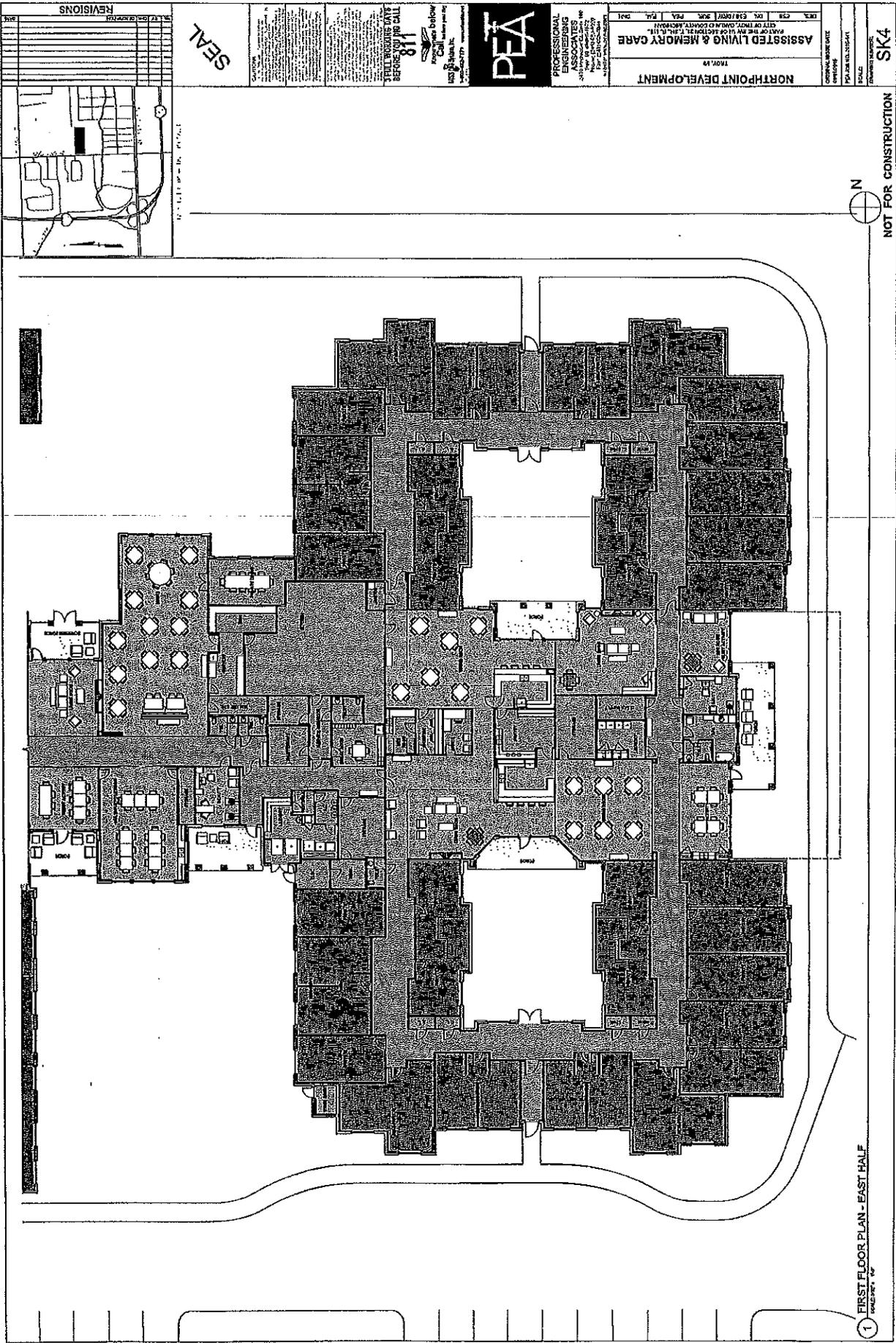
DATE: 11/15/11
 TIME: 10:00 AM
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 PROJECT NO.: 11-001

ORIGINAL SCALE: 1/8" = 1'-0"
 SCALE: 1/8" = 1'-0"
 SHEET NO.: SK1

NOT FOR CONSTRUCTION



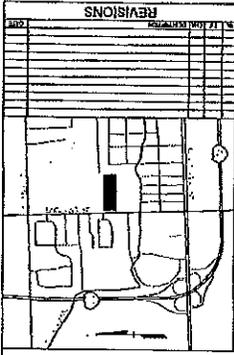
1 FIRST FLOOR PLAN
 Scale: 1/8" = 1'-0"



NOT FOR CONSTRUCTION

1 FIRST FLOOR PLAN - EAST HALF
PROJECT NO.

ASSISTED LIVING & MEMORY CARE NORTHPOINT DEVELOPMENT TRACT 149		PROJECT NO. 149 SHEET NO. 149-1 DATE: 08/11/11												
PEA PROFESSIONAL ENGINEERING ASSOCIATES 10000 W. 16th Avenue, Suite 100 Denver, CO 80202 Phone: 303.755.1100 Fax: 303.755.1101 www.pea-engineers.com		DESIGNER: PEA ARCHITECT: PEA CONTRACTOR: PEA												
SEAL REGISTERED PROFESSIONAL ENGINEER STATE OF COLORADO NO. 118 EXPIRES: 12/31/12 PROJECT NO. 149		PROJECT NO. 149 SHEET NO. 149-1 DATE: 08/11/11												
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			NO.	DATE	DESCRIPTION									
NO.	DATE	DESCRIPTION												

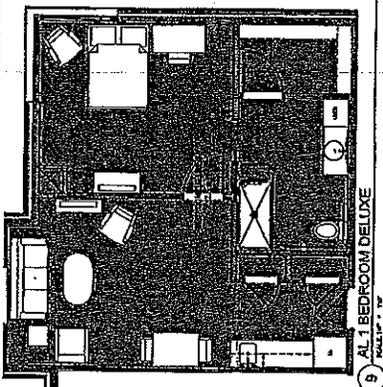


SEAL

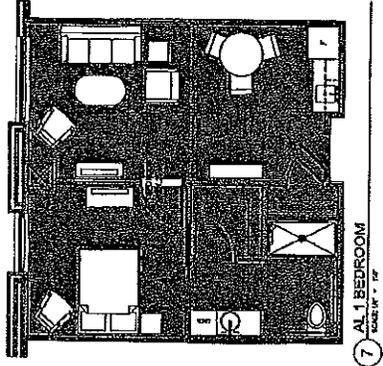
PEA
 PROFESSIONAL ENGINEERING ARCHITECTURE
 1111 W. 10th St., Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: 405.521.1234
 Fax: 405.521.1235
 www.pea.com

811
 Call Before You Dig
 1-800-4-A-DIG
 1-800-452-4343

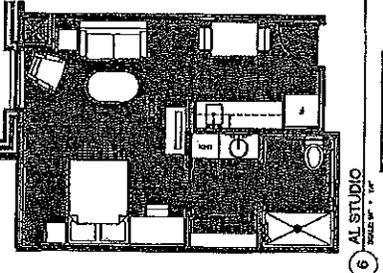
NORTHPOINT DEVELOPMENT
 ASSISTED LIVING & MEMORY CARE
 PROJECT NO. 2010-001
 SHEET NO. SK6
 DATE: 05/11/10
 DRAWN BY: J. SMITH
 CHECKED BY: M. BROWN
 APPROVED BY: P. JONES



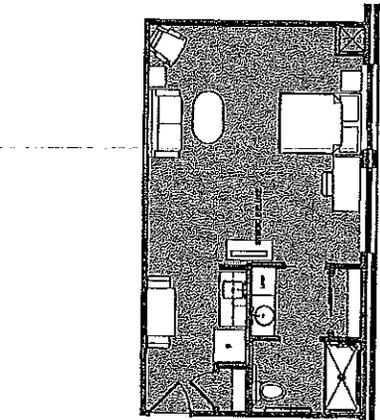
9 AL 1 BEDROOM DELIXE
 SCALE: 1/8"



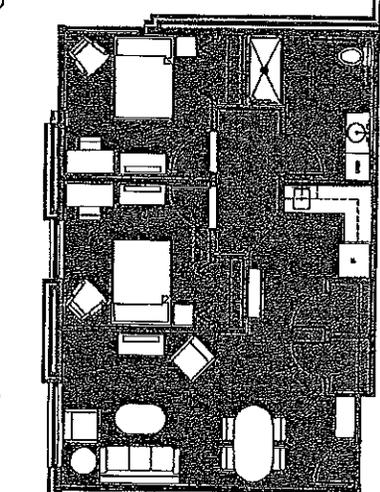
7 AL 1 BEDROOM
 SCALE: 1/8"



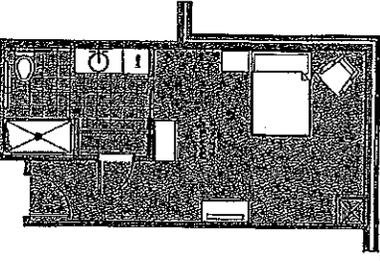
6 AL STUDIO
 SCALE: 1/8"



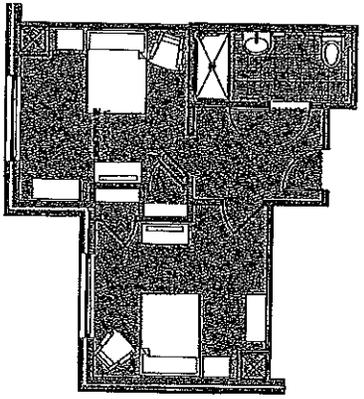
10 AL STUDIO DELIXE
 SCALE: 1/8"



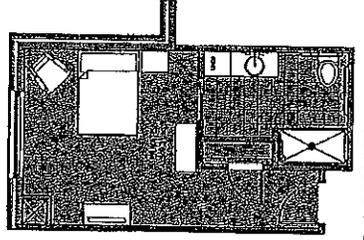
8 AL 2 BEDROOM
 SCALE: 1/8"



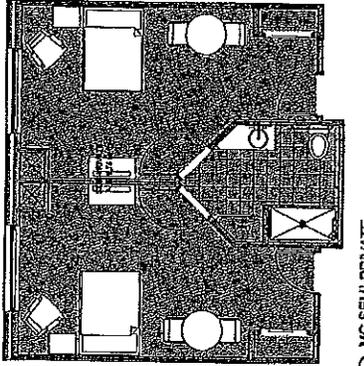
5 MC PRIVATE
 SCALE: 1/8"



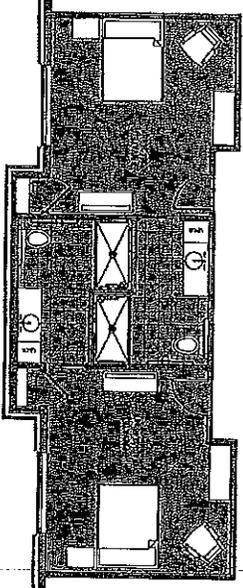
3 MC SEMI-PRIVATE
 SCALE: 1/8"



2 MC PRIVATE
 SCALE: 1/8"



1 MC SEMI-PRIVATE
 SCALE: 1/8"



4 MC PRIVATE(S)
 SCALE: 1/8"

NOT FOR CONSTRUCTION

SK6

**EASEMENT FOR WATER DETENTION/RETENTION
AND FOR JOINT DETENTION/RETENTION FACILITIES**

THIS EASEMENT FOR WATER DETENTION/RETENTION AND FOR JOINT DETENTION/RETENTION FACILITIES (the "Detention/Retention Facilities Easement") is made and entered into as of this ____ day of _____, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor") and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee").

RECITALS:

A. Grantor is the owner of the real property legally described in **Exhibit "A"** attached hereto ("Grantor Property"), and Grantee is the owner of the real property legally described in **Exhibit "B"** attached hereto ("Grantee Property"), which property is adjacent to Grantor Property.

B. Each of the Grantor Property and Grantee Property is presently unimproved property, but it is currently intended by the parties that a portion of the Grantee Property will be developed as senior living and memory care residences complex with related parking areas, driveways, utilities and other improvements to be constructed thereon.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Grantee Property, the Grantor and Grantee intend to jointly cooperate, plan, participate in and share in the cost of certain improvements, including this Detention/Retention Facilities Easement and other easements to be located on the Grantor Property as a City Park in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the Grantor Property and Grantee Property, Grantor has agreed to grant Grantee a perpetual easement for the construction of storm water detention/retention facilities and related water features, landscaping and an electrically operated fountain on the Grantor Property, at Grantee's cost for construction of the referenced improvements in the areas depicted and in the manner approved and specified in detailed engineering drawings attached to a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed city Park Planned Unit Development Agreement to which this Detention/Retention Facilities Easement is attached and made a part of as though fully set forth herein.

NOW, THEREFORE, for value received and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, Grantor agrees and declares that the Detention/Retention Facilities Easement to be located on the Grantor Property shall be held, transferred, sold, conveyed, mortgaged, leased, occupied, and used subject to the terms, provisions and easements set forth in this Detention/Retention Facilities Easement as follows:

1. **Easements.** Grantor does hereby remise, release and forever grant unto Grantee, a perpetual non-exclusive easement for the installment, construction, and improvement, of storm water detention/retention facilities with water features, fountain and landscaping (the "Detention/Retention Facilities") in, under, upon, over and through the Detention/Retention Facilities Easement. The Detention/Retention Facilities Easement herein granted and reserved is for use by and the benefit of both Grantee and Grantor, and their respective successors and assigns, as the record fee owners from time to time, of all or any portion of the Grantor Property and/or the Grantee Property. It will provide necessary water detention/retention of surface water designed to serve the needs and requirements of both the Grantor and Grantee Properties. The Detention/Retention Facilities and all incidental improvements thereto are to be constructed as

part of the PUD Development Agreement and will at all times serve the needs and requirements of both the Grantor and Grantee Properties. The legal description and survey of the area of the Grantee Property on which the Detention/Retention Facilities Easement is located is attached hereto as **Exhibit "C"**.

2. **Development and Operation.** Grantor and Grantee have jointly participated in the design and engineering of the Detention/Retention Facilities Easement and the engineering detention/retention plans. Grantor and Grantee will not interfere with or jeopardize the construction, operation, reconstruction, preservation, and use of the Detention/Retention Facilities Easement for the use and benefit of both the Grantor Property and Grantee Property. Grantor and Grantee shall not erect, install or place any structures, materials, devices, things or matters which obstruct or impede the normal flow and design of surface water to, over, or within or from the Detention/Retention Facilities Easement in accordance with the engineering detention/retention plans as described in the PUD Development Agreement without obtaining the prior written consent of the other Party, which approval shall not be unreasonably withheld or delayed. Additionally, the Parties agree that after completion and installation of the Detention/Retention Facilities Easement, upon prior written notice to Grantee, Grantor may, at its reasonable election, further improve, or expand the Detention/Retention Facilities (the "Grantor Improvements"), at Grantor's sole cost, to facilitate further development of the Grantor Property into a City Park, provided, however, that at all times, such Detention/Retention Facilities Easement shall be maintained to adequately handle the surface water from and storm and surface water storage needs of the Grantee Property and any other properties flowing naturally into such Detention/Retention Facilities Easement.

3. **Rights of Grantee to Install Storm Water Drainage Pipe From Grantee Property into the Detention/Retention Facilities Easement and to Remove or Relocate Soils Located Within the Detention/Retention Facilities Easement to Areas of Grantor Property Where Needed or to Relocate Soils to Grantee Property or to Remove Soils from the Detention/Retention Facilities Easement to Other Locations if Not Required to be Retained for Grantor Property.** Grantee shall have the right, pursuant to the engineering detention/retention plans described in the PUD Development Agreement, to remove soils from the Detention/Retention Facilities Easement and to place them on Grantee's Property as additional land fill or land balancing or to remove any excess soils from the Detention/Retention Facilities Easement or Grantor's Property, all at Grantee's sole cost, except that if the Grantor elects to retain any of such excess soils for Grantor's own use on other areas of the Grantor Property or elsewhere, it can do so at its sole cost. Grantee can also install storm and/or surface water pipe installations or drainage from Grantee Property to the Detention/Retention Facilities Easement and install a water fountain connected electrically to the parking lot light system on Grantor Property and construct and install all other improvements required of Grantee under the engineering detention/retention plans which are a part of the PUD Development Agreement.

4. **Maintenance During Construction of Detention/Retention Facilities.**

4.1 Maintenance During Construction of Detention/Retention Facilities by Grantee in Accordance with engineering detention/retention plans. Prior to the earlier of (i) the start of construction by Grantee of any improvements permitted or required by Grantee on all or any portion of the Grantor Property which utilize the Detention/Retention Facilities for storm water or surface water drainage or detention/retention from the Grantor or Grantee Properties, or (ii) the date Grantee performs any action to improve, alter or relocate all or any portion of the

Detention/Retention Facilities pursuant to the engineering detention/retention plans. Grantee, at Grantee's sole expense, shall be responsible for the construction, maintenance, repair and restoration, if necessary, of the Detention/Retention Facilities within or in proximity of the Detention/Retention Facilities Easement, including, without limitation, keeping the Detention/Retention Facilities Easement open during such Detention/Retention Facilities construction, and keeping the Detention/Retention Facilities in good working conditions or repair, if necessary, during construction, and shall obtain all necessary improvement or repair permits from the City of Troy prior to performing any construction work on the construction and installation of the Detention/Retention Facilities and the fountain to be placed in accordance with the engineering detention/retention plans. During such construction, excess sediment, if any, shall be removed and disposed of at an offsite approved disposal location when and if the elevation of sediment in the Detention/Retention Facilities Easement is equal to the sediment removal elevation shown and required on the engineering detention/retention plans. Grantee and Grantor, their respective agents, employees, contractors, suppliers and equipment shall have access to Grantor Property as necessary to complete work under the engineering detention/retention plans attached to the PUD Development Agreement.

4.2 Completion of Construction of the Detention/Retention Facilities in Accordance with Engineering Detention/Retention Plans. From and after the completion by Grantee of all work required under the engineering detention/retention plans, the Detention/Retention Facilities shall be maintained, repaired, revised and corrected, if necessary, in accordance with the separate Reciprocal Easement Maintenance Agreement entered into between the Grantor and Grantee of even date herewith, as it may be modified in writing from time to time by the Parties, their successors and assigns.

5. **Duration.** The Detention/Retention Facilities Easement granted herein is for the benefit of, shall inure to, and shall be appurtenant to, the Grantee Property. The Detention/Retention Facilities Easement shall bind and inure to the benefit of all of the Parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Detention/Retention Facilities Easement and the Grantor Property and the Grantee Property, and all persons or entities claiming under or through them, and shall continue in perpetuity provided that both Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Detention/Retention Facilities Easement, but only as to the Grantor Property or the Grantee Property, or portion of either such Property acquired by such person or entity and only to the extent such Property utilizes the Detention/Retention Facilities Easement for the water detention/retention or surface drainage from or to its Property. Although persons and entities may be released under this Paragraph if they are no longer Owners of portions of the Grantor Property or Grantee Property, the easements, covenants and restrictions set forth herein shall continue to be a benefit to and a servitude upon said Grantor Property and Grantee Property as set forth in this Detention/Retention Facilities Easement running with the land in perpetuity, except as provided above.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Detention/Retention Facilities Easement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

NP TROY, LLC
a Missouri limited liability
company,

By: _____

Its: _____

"GRANTOR":

THE CITY OF TROY,
a Michigan municipal corporation

By: _____

Dane Slater

Its: Mayor

And By: _____

Aileen Dickson

Its: City Clerk

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Print Name: _____

Notary Public, _____ County, _____

My Commission Expires: _____

Acting in the County of _____

EXHIBIT "A"

LEGAL DESCRIPTION: GRANTOR PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION: GRANTEE PROPERTY

EXHIBIT "C"

**LEGAL DESCRIPTION AND SURVEY OF
AREA OF GRANTOR PROPERTY ON WHICH
DETENTION/RETENTION FACILITIES EASEMENT IS LOCATED**

EXHIBIT "D"

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS
RELATING TO THIS DETENTION/RETENTION FACILITIES EASEMENT
ARE NOT ATTACHED TO THIS EASEMENT, BUT ARE INCORPORATED HEREIN
BY THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN**

**TEMPORARY GRADING, SLOPE, LAND BALANCING,
EXCAVATION, SOIL REMOVAL, CONSTRUCTION,
LANDSCAPING AND INSTALLATION EASEMENT**

THIS TEMPORARY GRADING, SLOPE, LAND BALANCING, EXCAVATION, SOIL REMOVAL, CONSTRUCTION, LANDSCAPING AND INSTALLATION EASEMENT (the "Temporary Easement") is made and entered into as of this ____ day of _____, 20____, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

RECITALS:

A. Grantee owns the real property in the City of Troy, Oakland County, Michigan, legally described in **Exhibit "B"** attached hereto (the "Grantee Property"), on which Grantee Property Grantee intends to construct a facility for senior living and memory care residences and related improvements (collectively the "Grantee Property Improvements").

B. Grantor owns the real property which abuts the Grantee Property immediately to the north and is legally described in **Exhibit "A"** attached hereto (the "Grantor Property"), a portion of which Grantor Property the Grantee has requested and Grantor has agreed may be used by Grantee on a temporary basis for the construction and installation by Grantee of certain improvements which Grantee has agreed to make on the Grantor Property for the benefit of Grantor and which will also benefit the Grantee Property as more fully set forth in the detailed series of plans and drawings attached hereto and made a part hereof, as well as being set forth in substantial detail in a certain Development Agreement for Stonecrest Senior Living and Memory Care Residence and Jointly Developed Troy City Park Planned Unit Development dated

November 23, 2015 (the "PUD Development Agreement"), to which this Temporary Easement is attached and made a part thereof.

NOW, THEREFORE, in consideration of mutual covenants and the sum of One Dollar (\$1.00), the receipt of legal sufficiency of which the parties hereto do hereby acknowledge, the parties hereto agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, upon and subject to the terms, conditions and provisions herein set forth, a Temporary Easement over and upon and across the Grantor Property as necessary for the following purposes, which work and ultimate uses benefit both Grantor and Grantee and their respective Properties: grading, sloping, removal of trees and shrubbery, placing and relocation of engineered fill soil, cutting out and removal of certain fill and soil from necessary parts of Grantor Property to a part of Grantee Property, the operation of various equipment and installation of construction and related materials to complete the specified work, the construction, installation and operation of temporary and permanent detention/retention facilities and a detention/retention pond with electrically operated fountain, construction of a mutual access entryway from Livernois Road, a cross-access roadway extending from Livernois Road to the Grantee Property, construction of a parking lot with water detention facilities and water feature, extensive landscaping to be installed by Grantee, construction of sidewalks, walking paths, a trailhead, and other improvements to be placed by Grantee on both the Grantor Property and the Grantee Property, with temporary access across and use of the Grantor Property for such work, and the utilization of a work force, equipment, supplies and materials for all such improvements over, upon and across the Grantor Property and onto the Grantee Property pursuant to this Temporary Easement, the PUD Development Agreement and various other plans, specifications and details attached to and/or described in the PUD Development Agreement and made a part hereof by this reference, in connection with the

construction, installation and development of the Grantee Improvements on the Grantee Property and in connection with the construction, installation and improvements being made by Grantee on the Grantor Property, all of which are specifically referenced in and/or attached to the PUD Development Agreement, which is or will be recorded with the Oakland County Register of Deeds and is incorporated herein by this specific reference.

2. **Term.** The easement herein granted shall automatically terminate effective as of that date hereinafter specified in Section 7, entitled "Duration of Temporary Easement".

3. **Liability Insurance.** Grantee shall maintain or cause its general contractor to maintain a policy or policies of commercial general liability insurance against claims and liability on account of bodily injury, death and property damage incurred upon the Grantor Property arising out of the exercise of the Temporary Easement rights herein granted or otherwise caused by Grantee, its contractors or subcontractors or their respective agents or employees during the term of this Temporary Easement. Such insurance shall be carried in a financially responsible company or companies authorized to do business in Michigan, shall have combined single limits of not less than \$1,000,000.00 per occurrence, and shall designate Grantor as an additional insured. Upon written request from Grantor, Grantee shall provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section 3.

4. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits, claims and judgments arising from loss of life, bodily injury and/or property damage on the Grantor Property, other than damages for lost profits, to the extent

caused by the acts or omissions of Grantee, its contractors or subcontractors, or their respective agents or employees during the term of this Temporary Easement.

5. **Restoration and Completion of Improvements by Grantee on Grantor Property.** Not later than sixty (60) days following the Termination Date specified in Section 7 hereof, Grantee shall, without cost to Grantor (except to the extent that Grantor has elected, by separate writing delivered to Grantee, to undertake certain simultaneous work relating to completion of the City Park on the Grantor Property) cause the Grantor Property to be completed as to the improvements, work and other matters permitted to be performed on the Grantor Property as specified in this Temporary Easement and in accordance with the various agreements relating to the work, improvements, landscaping and other matters as detailed in the PUD Development Agreement and its attachments relating to this Temporary Easement incorporated herein by this reference.

6. **General Provisions.** In the exercise of the Temporary Easement rights herein granted, Grantee shall comply with the requirements of all laws, ordinances and regulations of governmental authorities affecting the Grantor Property. All questions with respect to interpretation and construction of this Temporary Easement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Michigan. Nothing contained in this Temporary Easement shall be deemed to create a partnership, joint venture or other joint enterprise between Grantor and Grantee, except that they agree to cooperate and coordinate their efforts and supervision in completing the construction work and improvements to be carried out on the Grantor Property and Grantee Property as referenced in this Temporary Easement and the PUD Development Agreement and its attachments relating to this Temporary Easement. All notices and other communications given hereunder shall only be effective if in writing and if served by registered or certified mail, return receipt requested and all

postage and charges prepaid, or by the U.S. Post Office Express Mail, FedEx or similar overnight courier which delivers only upon signed receipt of the addressee, addressed to Grantor at the address set forth above, and addressed to Grantee at the address set forth above. Subject to the term limitation provisions in Section 2 and Section 7 hereof, this Temporary Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Duration of Temporary Easement.** The Temporary Easement is for the benefit of, and shall be appurtenant to, the Grantee Property and the Grantor Property, since the improvements, earth moving, engineered soil relocation and other matters referenced in this Temporary Easement or the PUD Development Agreement are to be constructed, installed, performed and placed on both the Grantor Property and Grantee Property, and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Grantor Property and the Grantee Property, respectively, and all persons or entities claiming under or through them during the term of this Temporary Easement. Any person or entity acquiring an interest in the Grantee Property or the Grantor Property shall be bound by this Temporary Easement during the term of this Temporary Easement, but only as to the portions of the Grantor Property or Grantee Property acquired by such person or entity. In addition, notwithstanding anything contained herein to the contrary, such person or entity shall be bound by this Temporary Easement only during the period such person or entity has an interest in such Grantor Property or Grantee Property or portions thereof, except as to obligations, liabilities or responsibilities that accrue during the period such interest is held. Although persons and entities may be released under this Section, the easements, covenants, restrictions, rights and obligations set forth herein shall continue to be a servitude upon the Grantor Property and a benefit to the Grantee Property running with the land until termination of this Temporary Easement in accordance with its terms. This Temporary

Easement shall terminate sixty (60) days after Grantee, its agents, employees and contractors have completed the work and improvements specified and required by Grantee under the terms, conditions and exhibits contained in the PUD Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Temporary Easement Agreement effective as of the date first above written.

"GRANTEE":

"GRANTOR":

**NP TROY, THE CITY OF TROY,
LLC, a _____ limited liability
company,**

a Michigan municipal corporation

By: _____

By: _____

Its: _____

Dane Slater

Its: Mayor

And By: _____

Aileen Dickson

Its: City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of Troy, LLC, a Missouri limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

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

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

Print Name: _____
Notary Public, Oakland County, Michigan
My Commission Expires: _____

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084

AND

Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

WHEN RECORDED RETURN TO:

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

EXHIBIT "A"
GRANTOR PROPETY

EXHIBIT "B"
GRANTEE PROPERTY

EXHIBIT "C"

**THE PUD DEVELOPMENT AGREEMENT AND ITS ATTACHMENTS
RELATING TO THIS TEMPORARY EASEMENT ARE NOT ATTACHED TO THIS
TEMPORARY EASEMENT, BUT ARE INCORPORATED HEREIN BY
THIS REFERENCE AS THOUGH FULLY SET FORTH HEREIN**

MONUMENT SIGN EASEMENT AGREEMENT

THIS MONUMENT SIGN EASEMENT AGREEMENT (the "Sign Easement") is made and entered into as of this _____ day of _____, 20____, by and between **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Grantee") and **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real estate described on **Exhibit "A"** attached hereto and incorporated by reference (the "Grantor Property"); and

WHEREAS, Grantee desires to install and maintain a monument sign to be placed on a Sign Easement to be located on the Grantor Property which monument sign will identify the name, address and location of the Grantee senior living and memory care residences to be located on the Grantee Property. Both the Monument Sign and the Sign Easement are to be located on the Grantor Property; and

WHEREAS, the real property benefitted by the Sign Easement and the Monument Sign as hereafter more fully described, is the Grantee Property described on **Exhibit "B"** attached hereto ("Grantee Property"); and

WHEREAS, the Monument Sign and the Sign Easement will be located on that portion of the Grantor Property legally described and surveyed on **Exhibit "C"** attached hereto and

incorporated herein by this reference (the "Sign Easement"), which Sign Easement property is the servitude property under this Sign Easement..

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, Grantor and Grantee agree as follows:

1. Grantor hereby grants and conveys to the Grantee and Grantee's employees, agents, contractors, suppliers, successors and assigns, without payment of any fee or other charge being made therefor, the perpetual right and easement for installing, erecting, maintaining, replacing, repairing, removing, altering, and operating a Monument Sign, and any and all other necessary appurtenances respecting the Monument Sign now or hereafter located upon the Sign Easement, including a non-exclusive perpetual easement for public utility access, pedestrian, worker and vehicular access, equipment access, placement of construction materials and ingress and egress over, through and across the Sign Easement from public streets and over, through and across other easement access ways granted by Grantor to Grantee and providing for access to the Monument Sign and Sign Easement. The Monument Sign specifications, engineering, description and details are as set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Monument Sign").

2. Grantor shall not create, suffer or permit at any time any obstruction to or interference with the access, ingress or egress over, across or upon the Sign Easement nor interfere with the use of the easement granted hereunder.

3. Grantee, at its sole expense, agrees to construct the Monument Sign as shown and described on the Sign Easement Property legally described and surveyed on **Exhibit "C"** attached hereto. Grantee shall, at its sole expense, be responsible to erect, install and place all stone, brick, steel, concrete, installation, structure materials, and covering and lettering on such Monument Sign. Grantee, at its sole expense, shall maintain the Monument Sign and the Sign Easement at all times in first class condition and repair.

4. Grantee shall, at its expense, continuously maintain a broad-form policy or policies of comprehensive public liability insurance providing coverage against claims and liability on account of bodily injury, death and property damage incurred upon or about the Sign Easement. Such insurance shall have a combined single limit of not less than \$1,000,000.00 per occurrence, shall designate Grantor as an additional insured, and shall be carried in a company licensed in the State of Michigan. Upon request, Grantee will provide Grantor a certificate of insurance evidencing compliance with the insuring obligations set forth in this Section.

5. The rights, easements and covenants provided in this Sign Easement shall constitute a servitude on the Sign Easement Property, and shall run with the land. The provisions of this Sign Easement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns, and this Sign Easement shall be construed as a perpetual easement, provided that both the Grantor and Grantee Properties are used for the purposes contemplated in the PUD Development Agreement entered into between the parties on November 23, 2015, and not as a license or a lease. This Sign Easement shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Monument Sign
Easement Agreement as of the date first above written.

[Signatures on Following Page]

"GRANTEE":

"GRANTOR":

NP TROY,
LLC, a Missouri limited liability
company,

THE CITY OF TROY,
a Michigan municipal corporation

By: _____

By: _____

Dane Slater

Its: _____

Its: Mayor

And By: _____

Aileen Dickson

Its: City Clerk

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known, and who, being by me duly sworn, did say that he is the Manager of NP Troy, LLC, a _____ limited liability company, and that the instrument was signed in behalf of said entity by authority duly conferred upon him and acknowledged said instrument to be the free act and deed of said entity.

Print Name: _____

Notary Public, _____ County, _____

My Commission Expires: _____

Acting in the County of _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 20____, before me appeared Dane Slater, to me personally known, and who, being by me duly sworn, did say that he is the Mayor of the City of Troy, Michigan, a Michigan municipal corporation and Aileen Dickson, to me personally known, and who, being by me duly sworn, did say that she is the City Clerk of the City of Troy, a Michigan municipal corporation, and that the instrument was signed in behalf of said municipal corporation by authority duly conferred upon them and acknowledged said instrument to be the free act and deed of said municipal corporation.

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

COOPERATIVELY DRAFTED BY:
Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND
Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

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

EXHIBIT "A"

GRANTOR PROPERTY

EXHIBIT "B"

GRANTEE PROPERTY

EXHIBIT "C"

SIGN EASEMENT PROPERTY DESCRIPTION AND SURVEY

EXHIBIT "D"

MONUMENT SIGN SPECIFICATIONS, ENGINEERING PLANS AND DETAILS

RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "REMA") is made and entered into as of this _____ day _____ of, 20____, by and between **THE CITY OF TROY**, a Michigan municipal corporation, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 ("City of Troy) and **NP TROY, LLC**, a Missouri limited liability company, whose address is 5015 NW Canal Street, Suite 200, Riverside, Missouri 64150 ("Developer").

RECITALS:

A. City of Troy is the owner of the real property legally described in Exhibit "A" attached hereto ("City Property"). Developer is the owner of the real property legally described in Exhibit "B" attached hereto ("Developer Property"), which Developer Property is adjacent to the City Property.

B. The City Property and Developer Property is presently unimproved property, but it is currently intended by the Parties that a portion of the Developer Property will be developed as senior living and memory care residences complex with related parking areas, entrance way, driveways, landscaping, detention/retention pond, lights, utilities, signage and other improvements to be constructed on the Developer Property and/or on the City Property.

C. As part of a Development Agreement for the Stonecrest Senior Living and Memory Care Residences on the Developer Property, the City and Developer intend to jointly cooperate, plan, participate in and share certain improvements, and the ongoing maintenance,

upkeep, replacement and repair thereof, including certain perpetual easements to be located on the City Property as part of a City Park to be developed on the City Property in accordance with the City of Troy Planned Unit Development provisions of its Zoning Ordinance.

D. As part of the simultaneous development of the City Property and Developer Property, the City of Troy has agreed to grant and share with the Developer certain perpetual easements across the City Property, including the following described specific perpetual easements (the "Perpetual Easements"):

1. Parking Facilities Easement dated of even date herewith;
2. Entrance Drive and Cross-Access Driveway Easement dated of even date herewith;
3. Monument Sign Easement dated of even date herewith;
4. Detention/Retention Facilities Easement dated of even date herewith.

These Perpetual Easements will be constructed and installed on the City Property at Developer's cost for construction and installation of the referenced easement improvements in the areas depicted in the above referenced Perpetual Easements and pursuant to detailed engineering plans and drawings described in a certain PUD Development Agreement for Stonecrest Senior Living and Memory Care Residences and Jointly Developed City Park Planned Unit Development dated November 23, 2015 (the "PUD Development Agreement"), to which this REMA is attached and made a part thereof. In addition thereto, the Developer has agreed, in accordance with the PUD Development Agreement, to place certain landscaping, public sidewalks, asphalt pathways, electric lighting, a fountain, underground utilities and other improvements on the City Property both within and outside of the Perpetual Easements and to install, construct and erect significant facilities and improvements on the Developer Property.

E. In addition thereto, the City of Troy has the express right, but not the obligation, to construct and install on the City Property, both within and outside of the Perpetual Easements areas, at the sole cost of the City of Troy, such other improvements and betterments as the City of Troy may determine from time to time in its sole discretion.

F. This REMA is intended to set forth the terms, conditions and agreements between the City of Troy and the Developer with respect to the respective maintenance, upkeep, repair and replacement obligations of the City of Troy and the Developer, both within (a) the Perpetual Easements, and (b) as to other improvements and betterments which the Developer has agreed and is required to erect and install on the City Property pursuant to the PUD Development Agreement; and (c) as to improvements and betterments which the City of Troy may in the future elect to construct or install at its own cost and/or with funds granted by the Developer to the City of Troy for the City of Troy's sole use in constructing and installing other improvements on the City of Troy City Park Property from time to time; and (d) facilities, utilities and other improvements which the Developer is required to construct, erect and install on the Developer's Property pursuant to the PUD Development Agreement.

NOW, THEREFORE, for value received, and in consideration of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, the City of Troy and the Developer do hereby agree that the separate responsibility of each of them with respect to the maintenance, upkeep, repair and replacement and payment of the cost thereof relating to the following: (a) improvements and betterments within the Perpetual Easements and improvements on the City Property; (b) other improvements to be made by the Developer to other parts of the City of Troy City Park Property; (c) other improvements which the City of Troy erects or installs from time to time to other parts of the City Property as part of its development of the City Park Property; and (d) the responsibility of the Developer, only, as to any improvements installed or placed on the

Developer Property pursuant to the PUD Development Agreement are hereafter set forth as follows:

1. Attachment "1" to the REMA, which is attached hereto and made a part hereof, contains a detailed outline of maintenance, upkeep, repair and replacement responsibilities of the City of Troy and the Developer on the Grantor Property (including the Perpetual Easements and other areas of the City Property) and by the Developer on the Developer Property.

2. The full approved engineering drawings and other specific details of the construction of the improvements and betterments to be made by the Developer within the Perpetual Easements; to be made by the Developer on other areas of the City Property; and the improvements, facilities and betterments to be placed by the Developer on the Developer Property, are described in the PUD Development Agreement incorporated herein by reference. The respective responsibilities of the City of Troy and the Developer are detailed in Attachment 1. The responsibility for maintenance, upkeep, repair and replacement of improvements and betterments which the City of Troy hereafter elects to make to the City Park Property are totally the ongoing responsibility of the City of Troy.

3. This Paragraph sets forth a more detailed narrative explanation of the installation and construction of improvements being made, maintenance, upkeep, repair and replacement by the City of Troy and the Developer on the City Property. In the event of any conflict between Attachment 1 and this Paragraph 3, this Paragraph 3 shall control:

(a) Sidewalks, pathways, drives and parking lot:

The City of Troy will be responsible for maintenance, upkeep, repair and replacement of all pathways and asphalt or concrete sidewalks on the City of Troy Property. The Developer will be responsible for maintenance, upkeep, repair and replacement of all drives and parking areas on the City of Troy Property and will be responsible for snow removal on all concrete sidewalks, parking and drive areas and for repair of any sidewalks, parking areas and drive areas that are damaged as a result of the snow removal. The City of Troy will allow the Developer to designate certain areas of the parking lot or City of Troy Property for piling of snow. The City of Troy shall include the shared parking lot and drive lanes in its regular street sweeping schedule.

(b) Landscaping and lawn maintenance:

The City of Troy shall be responsible for all landscaping and plant maintenance on the City of Troy Property except for any planting beds surrounding the Developer Monument Sign Easement on the City of Troy Property. The Developer will extend the irrigation system to the landscaping areas within the Entrance Drive and Cross Access Driveway Easement and will be responsible for all costs associated with the irrigation system repair and upkeep in that area.

(c) Fountain/Water feature:

The Fountain/Water Feature fountain within the Detention/Retention Facilities Easement will include a single floating fountain with a decorative spray pattern with a height no less than 8' and an appropriately sized pump to accommodate flow to provide adequate aeration to the detention/retention pond. The Developer will provide and install the fountain feature. The power circuiting for the water feature will be fed from a panel located within the Developer Property facility, and will be run on a continuous basis. Fountain will be removed and stored by Developer during the winter months where freezing temperatures do not allow for the operation of pump. The Developer will be responsible for all maintenance, upkeep, repair and replacement of this Fountain/Water Feature.

(d) Site Lighting:

The Developer will install site lighting over the parking and drive cross-access lane areas on the City of Troy Property and shall pay for the ongoing utility cost, repair, maintenance, upkeep or replacement of the lighting improvements. The circuiting for the lighting will be fed from lighting circuits located on a panel within the Developer facility. Lighting will be controlled by a photocell controller.

(e) Other Park Amenities/Underground improvements:

The Developer will provide underground infrastructure for water, sewer, and electric utilities to one designated location on the City of Troy Property for future improvements to be made by the City of Troy. The Developer will have no ongoing maintenance, upkeep, repair or replacement obligations for any improvements constructed or installed by the City of Troy, including improvements installed with funds from the \$50,000 grant provided by the Developer. Upon connection to the water and sewer improvements for public use, the City of Troy will assume all maintenance, upkeep, repair and replacement responsibility of those lines. Electric Utility Infrastructure will include 1 pathway installed per DTE Energy Standards for small service buried primary power conduit.

(f) Storm Water Improvements:

The Developer will maintain all underground structures and underground pipes, to ensure proper functionality and flow of water. The Developer will keep the pipes, structures, and area in the immediate vicinity of all inlet and outlet structures reasonably clear of all silt and debris to allow for sufficient drainage of the stormwater facilities.

The City of Troy will perform all landscaping, planting, and general clean up maintenance of the detention/retention facilities within the Perpetual Easements on the City of Troy Property.

4. The City of Troy and the Developer do hereby agree to use their reasonable best efforts at all times to perform their duties and obligations under this REMA to high quality standard of care in a diligent manner. Both Parties acknowledge and recognize that the timing of

the performance of their respective duties and obligations under this REMA will depend upon weather conditions, planting seasons and the availability of materials to perform their duties and obligations under this REMA.

5. The City of Troy Property shall be maintained in a manner consistent with the condition of the Property upon completion of the improvements. All lawns shall be mowed regularly, plantings shall be maintained appropriately, and grounds are to be kept in a clean and presentable manner to ensure public safety. If either Party believes that the other is failing to meet its duties and obligations hereunder in a timely and appropriate manner, it will notify the other Party in writing, identifying therein the details of its objection to the performance by the other Party. The written notice shall be given in accordance with the Notice provisions of Paragraph 10 of this REMA.

The Party receiving the written notice shall have fifteen (15) days to (a) cure such duty or obligation; (b) explain in writing why it cannot be done in fifteen (15) days and indicate in writing the projected time period to complete the duty or obligation; or (c) explain in writing to the other Party why it does not believe it is in violation of its duties and obligations under this REMA. In the event the parties have any disagreement as to whether they are meeting their duties or obligations under this REMA, they agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute within thirty-five (35) days of the original notice to cure, they may submit the matter or matters in dispute to final and binding arbitration before a single arbitrator at the nearest local office of the American Arbitration Association ("AAA") in accordance with AAA rules of commercial arbitration. In that event, the costs of the arbitration will be equally shared by both Parties, but if the matter must be decided by a written decision of the selected arbitrator,

as opposed to a settlement resolution, the arbitrator may award arbitration costs and reasonable attorney fees to the prevailing party as determined by the arbitrator in his/her sole discretion. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

If the duty or obligation referenced in the written notice is deemed by the complaining Party providing such written notice to be an emergency, the Party shall explain the detailed nature of the emergency in such written notice to the Party alleged to be in violation. In that event, if the emergency matter is not resolved within two (2) business days after the notice to correct is sent, the complaining Party providing such written notice may elect to correct the alleged emergency duty or obligation and submit a detailed invoice for its costs of correction to the Party alleged to be in violation of its duty or obligation.

If the Party claimed to owe the cost of correction fails or refuses to pay such sums, either Party may submit a claim for the invoice amount to binding and final arbitration in the same manner as specified above in this Paragraph 5. In the alternative, this REMA can be enforced in accordance with the terms of the PUD Development Agreement.

6. This REMA can be amended or modified in writing at any time by written agreement of the Parties hereto, their respective successors or assigns.

7. This REMA shall continue in full force and effect as long as the PUD Development Agreement is in force and effect, except as it may be modified or amended in accordance with Paragraph 6 above.

8. In the event the Developer or its successors and/or assigns discontinues the use of the Developer Property for the purposes contemplated in the PUD Development Agreement and/or the maintenance obligations of the Developer as set forth in this REMA are discontinued for any reason, the City of Troy may notify Developer, its successors or assigns, setting forth the reason or reasons for the City of Troy claimed discontinuance by the Developer of its obligations under this Paragraph, which prior written notice shall be given in accordance with the Notice provision in Paragraph 10 of this REMA, that the City intends to assume such obligations and assess the costs incurred by the City of Troy in doing so as a lien on the Developer Property to be collected in the same manner as provided by law for the collection of real property taxes. If Developer, its successors or assigns, believes in good faith that it has not discontinued its obligations under this Paragraph 8, it shall have fifteen (15) days to (a) cure such discontinued obligation; or (b) explain in writing to the City of Troy why it cannot correct the discontinued obligation in fifteen (15) days and indicate in writing the projected time period to complete the correction of the discontinued obligation; or (c) explain in writing to the City of Troy why it does not believe it is in violation of its duties and obligations under this Paragraph 8 of the REMA. In the event the Parties continue to have any disagreement as to whether Developer has discontinued its duties or obligations under this REMA, the Parties agree to meet through their designated representatives and make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute by written agreement within thirty-five (35) days of the original Notice from the City of Troy, the City of Troy may then exercise all of its rights under this Paragraph 8 including the assumption of maintenance obligations and the imposition of a lien to cover the costs in doing so.

9. The Developer, its successors and assigns, shall indemnify and hold harmless the City of Troy, from and against any and all claims for injuries and/or damages, excluding

therefrom claimed loss of profits, arising out of the Developer's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the City of Troy, its agents, employees, licensees or invitees; provided, however, that in no event is the Developer required to indemnify and hold harmless the City of Troy from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the City of Troy under this REMA.

Likewise, the City of Troy, its successors and assigns, shall indemnify and hold harmless the Developer, its successors and assigns, from and against any and all claims for injuries and/or damages, excluding therefrom claimed loss of profits, arising out of the City of Troy's duties and obligations under this REMA, except those claims arising from the negligence or willful misconduct of the Developer, its agents, employees, licensees or invitees; provided, however, that in no event is the City of Troy required to indemnify and hold harmless the Developer from and against any and all claims for injuries and/or damages arising out of the duties and obligations of the Developer under this REMA.

10. All notices, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, addressed to the City of Troy and the Developer at their respective addresses set forth on the first page of this REMA, or at such other address as any Party may designate by notice delivered in accordance with this Paragraph. Each Notice shall be given by registered or certified mail, return receipt requested, with all postage and charges prepaid, or by U.S. Post Office Express Mail, FedEx, or similar overnight courier which delivers only upon signed receipt of the addressee.

All provisions of this REMA shall be covenants running with the land pursuant to applicable Laws. All exhibits referred to herein and attached hereto are incorporated herein by this reference. Any paragraph headings and captions in this REMA are for reference and convenience only and shall not enter into the interpretation hereof. Whenever the context so

requires, the singular shall be deemed to include the plural and the plural the singular, and the masculine, feminine or neuter gender shall be deemed to include any other gender. The terms "hereof", "herein", "hereunder" and similar terms shall be deemed to refer to this REMA. The terms "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

This REMA shall be interpreted in accordance with the Laws of the State of Michigan.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written

“Developer”

NP TROY, LLC
a Missouri limited liability company

By: _____

Name:

Its: Manager

Dated: _____

STATE OF MICHIGAN)

) SS

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Manager of NP Troy, LLC, a Missouri limited liability company, on behalf of the company.

Print Name: _____

Notary Public, Oakland County, Michigan

My Commission Expires: _____

Acting in the County of Oakland

IN WITNESS WHEREOF, the City of Troy has caused this Reciprocal Easement Maintenance Agreement to be executed the day and year first above written.

“City of Troy”

CITY OF TROY, a Michigan Municipal Corporation

By: _____

Name: Dane Slater

Its: Mayor

Dated: _____

By: _____

Name: Aileen Dickson

Its: City Clerk

Dated: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Dane Slater, Mayor and Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the Corporation.

Print Name: _____

Notary Public, Oakland County, Michigan

My Commission Expires: _____
Acting in the County of Oakland

COOPERATIVELY DRAFTED BY:

Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Dr., Troy, MI 48084
AND

Allan T. Motzny, Assistant City Attorney
City of Troy
500 W. Big Beaver Rd., Troy, MI 48084
Troy, MI 48084

WHEN RECORDED RETURN TO:

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

ATTACHMENT 1 to REMA

**DETAILED OUTLINE OF MAINTENANCE, UPKEEP, REPAIR AND REPLACEMENT
RESPONSIBILITIES OF GRANTOR (CITY OF TROY) AND GRANTEE (DEVELOPER)
ON GRANTOR PROPERTY (INCLUDING THE PERPETUAL EASEMENTS AND OTHER
AREAS OF THE CITY PARK PROPERTY) AND BY GRANTEE (DEVELOPER) ON THE
GRANTEE PROPERTY**

ITEM	GRANTOR/CITY OF TROY RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR	GRANTEE/DEVELOPER RESPONSIBLE FOR MAINTENANCE, UPKEEP, REPLACEMENT AND REPAIR
GRANTOR/CITY PARK PROPERTY PERPETUAL EASEMENT AND OTHER LOCATIONS		
Concrete Sidewalks – Snow Removal (including along Livernois Road and connecting sidewalks from parking lot to Developer assisted living facility, but <i>excluding</i> asphalt or concrete pathways)		X
Concrete Sidewalks – Slab Replacement/Repairs	X	
Asphalt Pathways – Snow Removal	X	
Asphalt Pathways – Surface Repairs	X	
Parking Lot/Entry Drive Easement – Repair and Resurfacing/Restriping		X

Parking Lot/Entry Drive Easement Sweeping	X	
Parking Lot/Entry Drive Easement – Snow Removal		X
Parking Lot Easement Lighting – Electricity Cost		X
Parking Lot Easement Lighting - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary		X
City Park Lighting (Non Parking Lot Easement) – Electricity Cost	X	
City Park Lighting (Non Parking Lot Easement) - Repair/replace Fixtures Bulbs, electrical conduit and wires as necessary	X	
Storm Water Detention/Retention Easement (Including Bio Swales) – Grass cutting, weed removal, bank stabilization, general cleanup, dredging and repair	X	
Storm Water Detention/Retention Easement - Keep pipes and drains reasonably clear of debris		X
Fountain – Mechanical Maintenance, Repair and Replacement and Storage		X
City Park Amenities (All Buildings, Structures, Fences/Gates) – Maintenance, Repair and Replacement	X	
City Park Amenities – Electricity Cost	X	
City Park Trash Pickup/Dog Waste Pick-up and Bag Replacement	X	
Ancillary City Park Amenities (including but not limited to Benches, Trash Cans, Bicycle Racks) – Maintenance, Repair and Replacement	X	

Turf Grass – Grass Cutting, Sod Replacement, Weed Maintenance, Repairs and Replacement on City of Troy Property	X	
City Park Landscaping (All non-turf grass Plant Materials including trees, shrubs, flowers) – Pruning, Watering, Replacement	X	
Assisted Living Facility Ground Sign Easement – Maintenance/Repair/Replacement		X
Signage for City Park, Wayfinding Signage, Traffic Signage – Maintenance/Repair/Replacement	X	
Underground Utilities included in the PUD improvements by Developer – Water, Sanitary Sewer, Storm Sewer, etc. – Maintenance and Repair		X
All Future Improvements to City Park not included in the PUD Agreement improvements by Developer – Maintenance, Repair, Replacement and Utility Costs	X	
GRANTEE/DEVELOPER/GRANTEE PROPERTY		
All Facilities, Utilities and Improvements on Grantee Property, Maintained by Grantee/Developer		X

EXHIBIT E

PRELIMINARY SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/03	ISSUED FOR PERMITS
2	10/20/03	REVISED PER PERMITS
3	11/10/03	REVISED PER PERMITS
4	11/20/03	REVISED PER PERMITS
5	12/10/03	REVISED PER PERMITS
6	12/20/03	REVISED PER PERMITS
7	1/10/04	REVISED PER PERMITS
8	1/20/04	REVISED PER PERMITS
9	2/10/04	REVISED PER PERMITS
10	2/20/04	REVISED PER PERMITS
11	3/10/04	REVISED PER PERMITS
12	3/20/04	REVISED PER PERMITS
13	4/10/04	REVISED PER PERMITS
14	4/20/04	REVISED PER PERMITS
15	5/10/04	REVISED PER PERMITS
16	5/20/04	REVISED PER PERMITS
17	6/10/04	REVISED PER PERMITS
18	6/20/04	REVISED PER PERMITS
19	7/10/04	REVISED PER PERMITS
20	7/20/04	REVISED PER PERMITS
21	8/10/04	REVISED PER PERMITS
22	8/20/04	REVISED PER PERMITS
23	9/10/04	REVISED PER PERMITS
24	9/20/04	REVISED PER PERMITS
25	10/10/04	REVISED PER PERMITS
26	10/20/04	REVISED PER PERMITS
27	11/10/04	REVISED PER PERMITS
28	11/20/04	REVISED PER PERMITS
29	12/10/04	REVISED PER PERMITS
30	12/20/04	REVISED PER PERMITS

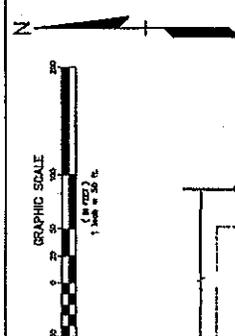


PE A
 PROFESSIONAL ENGINEER
 LICENSE NO. 181
 STATE OF NEW YORK
 EXPIRES 12/31/05

PE A
 PROFESSIONAL ENGINEER
 LICENSE NO. 181
 STATE OF NEW YORK
 EXPIRES 12/31/05

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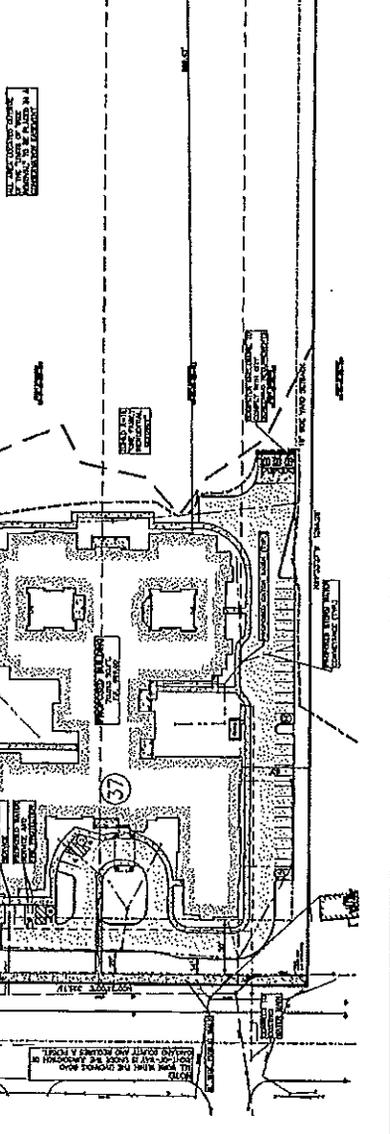
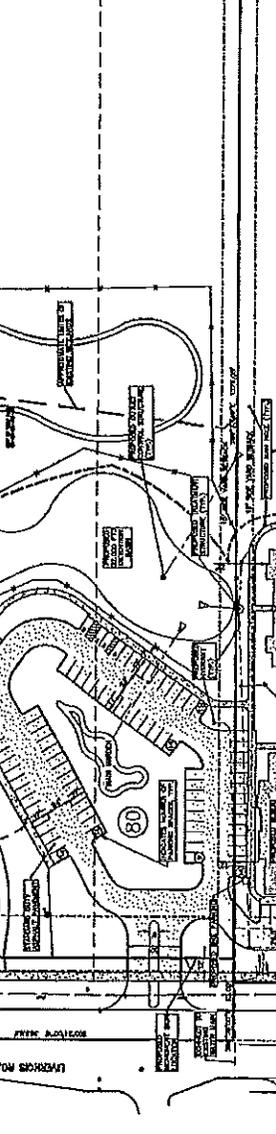
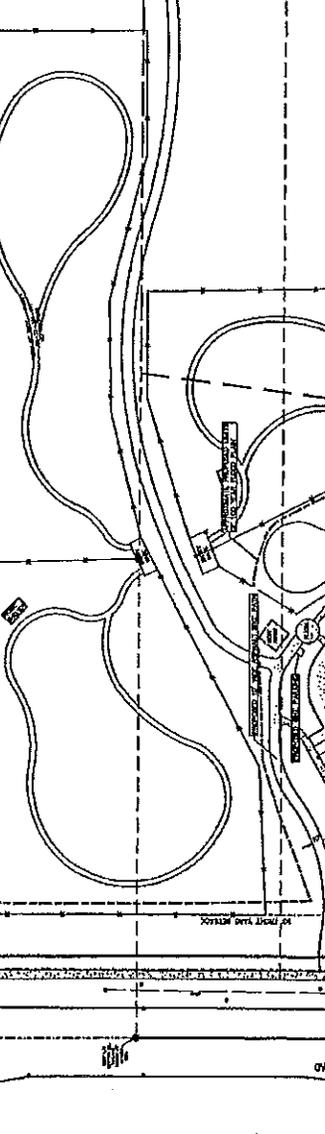
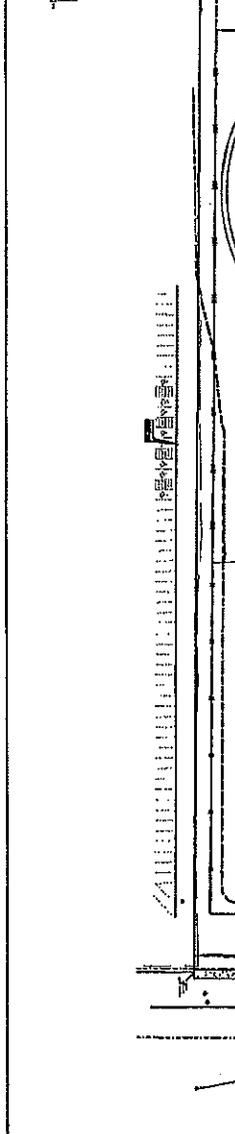
LEGEND

LOCATION MAP - NOT TO SCALE

Symbol	Description
(Circle with dot)	Proposed Building Footprint
(Circle with cross)	Proposed Parking Spaces
(Circle with slash)	Proposed Driveway
(Circle with asterisk)	Proposed Stormwater Management
(Circle with plus)	Proposed Utility Lines
(Circle with triangle)	Proposed Retention Wall
(Circle with square)	Proposed Erosion Control
(Circle with diamond)	Proposed Landscaping
(Circle with hexagon)	Proposed Fencing
(Circle with octagon)	Proposed Signage
(Circle with star)	Proposed Access Point
(Circle with circle)	Proposed Utility Structure
(Circle with square)	Proposed Utility Valve
(Circle with triangle)	Proposed Utility Manhole
(Circle with diamond)	Proposed Utility Meter
(Circle with hexagon)	Proposed Utility Transformer
(Circle with octagon)	Proposed Utility Substation
(Circle with star)	Proposed Utility Station
(Circle with circle)	Proposed Utility Structure
(Circle with square)	Proposed Utility Valve
(Circle with triangle)	Proposed Utility Manhole
(Circle with diamond)	Proposed Utility Meter
(Circle with hexagon)	Proposed Utility Transformer
(Circle with octagon)	Proposed Utility Substation
(Circle with star)	Proposed Utility Station

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 LICENSE NO. 181
 STATE OF NEW YORK
 EXPIRES 12/31/05

PE A
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 LICENSE NO. 181
 STATE OF NEW YORK
 EXPIRES 12/31/05



NOT FOR CONSTRUCTION

C-2.0

A meeting of the Troy Election Commission was held February 10, 2016, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 8:00 AM.

Roll Call:

PRESENT: David Anderson, M. Aileen Dickson – City Clerk, Harry Philo

Approval of Minutes

Resolution #EC-2016-02-01

Moved by Philo

Seconded by Dickson

RESOLVED, That the following Minutes are **APPROVED** as submitted:

Election Commission Meeting – September 25, 2015

Yes: Anderson, Dickson, Philo

No: None

MOTION CARRIED

Approval of Election Inspector Assignments – March 8, 2016 Presidential Primary Election

Resolution #EC-2016-02-02

Motion by Philo

Seconded by Anderson

RESOLVED, That Election Inspectors be **APPOINTED** for the March 8, 2016 Presidential Primary Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

Yes: Dickson, Philo, Anderson

No: None

MOTION CARRIED

Authorization to Conduct Testing for the March 8, 2016 Presidential Primary Election

Resolution # EC-2016-02-03

Motion by Anderson

Seconded by Philo

RESOLVED, That the Election Commission hereby **AUTHORIZES** the City Clerk to conduct preliminary and public tests of the programming, equipment and ballots on behalf of the Election Commission for the March 8, 2016 Presidential Primary Election.

Yes: Philo, Anderson, Dickson

No: None

MOTION CARRIED

Adjournment:

The meeting was **ADJOURNED** at 8:09 AM.


M. Aileen Dickson, MMC, CMMC
City Clerk

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:04 p.m. on March 2, 2016 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Theodore Dziurman, Chair
Gary Abitheira
Michael Morris
Andrew Schuster

Members Absent

Brian Kischnick

Support Staff Present

Mitch Grusnick, Building Official/Code Inspector
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Abitheira
Support by: Morris

RESOLVED, To approve the minutes of the February 3, 2016 Regular meeting as submitted.

Yes: All present (4)
Absent: Kischnick

MOTION CARRIED

3. HEARING OF CASES

A. **VARIANCE REQUEST, CYNTHIA M. SARACENO, 1261 BRADLEY** – A variance to install 147 feet of 8 foot 6 inch high privacy fence along the west side rear yard property line and approximately 175 feet of 7 foot high chain link fence on the interior of the rear yard. The Fence Code limits the height of fences on residential zoned properties to 6 feet maximum.

Mr. Grusnick reported the department received three written responses to the public hearing notice in support and the Planning Department received one phone call in opposition from a person who wished to remain anonymous.

Present were the applicants Cynthia and David Saraceno.

Chair Dziurman opened the floor for public comment.

- Don Slone, 1361 Bradley, voiced opposition to fence height and material.
- Fe Quicho, 1340 Bradley, voiced opposition to fence height.
- Chris Giroux, 1240 Bradley, voiced no objection after clarification of existing fenced-in area.

Chair Dziurman closed the floor for public comment.

Moved by: Abitheira
 Support by: Schuster

RESOLVED, To grant a variance to install a privacy fence with coyote rollers at a maximum height of 6 feet 4 inches on the west side of the property line and an interior 6 foot high chain link fence with an additional one foot of strand wire for a total maximum height of 7 feet, for the following reason:

1. The petitioner has a hardship or practical difficulty resulting from the unusual characteristics of the property that precludes reasonable use of the property.

Yes: All present (4)
 Absent: Kischnick

MOTION CARRIED

- B. **VARIANCE REQUEST, CINDY MAIER OF ALIBI RESTAURANT, 6700 ROCHESTER** – A variance from the Sign Code to install an 89 square foot ground sign set back zero feet from the front property line. This size sign requires a 20 foot minimum setback from the front property line.

Mr. Grusnick reported the department received one written response to the public hearing notice in opposition.

Present were the applicant Cindy Maier and Jeff Hamm of Rockstar Digital Displays.

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

Moved by: Schuster
 Support by: Morris

RESOLVED, To grant the variance as requested, for the following reason:

1. The variance would not be contrary to the public interest or general purpose and intent of Chapter 85.

Yes: All present (4)
Absent: Kischnick

MOTION CARRIED

4. COMMUNICATIONS – None
5. PUBLIC COMMENT – None
6. MISCELLANEOUS BUSINESS – None
7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 4:00 p.m.

Respectfully submitted,

Theodore Dziurman Chair

Kathy L. Czarnecki, Recording Secretary

A meeting of the Troy Election Commission was held March 24, 2016, at City Hall, 500 W. Big Beaver Road. City Clerk Dickson called the Meeting to order at 8:00 AM.

Roll Call:

PRESENT: David Anderson, M. Aileen Dickson – City Clerk

ABSENT: Harry Philo

Approval of Minutes

Resolution #EC-2016-03-04

Moved by Anderson

Seconded by Dickson

RESOLVED, That the following Minutes are **APPROVED** as submitted:

Election Commission Meeting – February 10, 2016

Yes: Anderson, Dickson

No: None

Absent: Philo

MOTION CARRIED

Approval of Election Inspector Assignments – May 3, 2016 Special Election

Resolution #EC-2016-03-05

Motion by Anderson

Seconded by Dickson

RESOLVED, That Election Inspectors be **APPOINTED** for the May 3, 2016 Special Election, as presented by the City Clerk.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **AUTHORIZED** to make emergency appointments as necessary.

Yes: Dickson, Anderson

No: None

Absent: Philo

MOTION CARRIED

Authorization to Conduct Testing for the May 3, 2016 Special Election

Resolution # EC-2016-03-06

Motion by Anderson

Seconded by Dickson

RESOLVED, That the Election Commission hereby **AUTHORIZES** the City Clerk to conduct preliminary and public tests of the programming, equipment and ballots on behalf of the Election Commission for the May 3, 2016 Special Election.

Yes: Anderson, Dickson

No: None

Absent: Philo

MOTION CARRIED

Adjournment:

The meeting was **ADJOURNED** at 8:03 AM.

M. Aileen Dickson, MMC, CMMC
City Clerk

Chair Dziurman called the Regular meeting of the Building Code Board of Appeals to order at 3:05 p.m. on April 6, 2016 in the Council Board Room of the Troy City Hall.

1. ROLL CALL

Members Present

Theodore Dziurman, Chair
Gary Abitheira
Brian Kischnick
Andrew Schuster

Members Absent

Michael Morris

Support Staff Present:

Mitch Grusnick, Building Official/Code Inspector
Kathy L. Czarnecki, Recording Secretary

Also Present:

Attached and made a part hereof is the signature sheet of those present and signed in at this meeting.

2. APPROVAL OF MINUTES

Moved by: Abitheira
Support by: Schuster

RESOLVED, To approve the minutes of the March 2, 2016 Regular meeting as submitted.

Yes: All present
Absent: Morris

MOTION CARRIED

3. HEARING OF CASES

- A. VARIANCE REQUEST, PATRICK STIEBER OF ALLIED SIGNS, INC., QUEST DIAGNOSTICS, 1947 TECHNOLOGY DRIVE – A variance from the Sign Code to install a 35 square foot wall sign. The Sign Code allows a maximum 20 square foot wall sign.

Mr. Grusnick reported the department received no written responses to the public hearing notices.

Jim Fields of Allied Signs, 33650 Giftos Drive, Clinton Township, was present.

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

Moved by: Abitheira
Support by: Schuster

RESOLVED, To grant the variance as requested, for the following reason:

- 1. The variance does not adversely affect properties in the immediate vicinity of the proposed sign.

Yes: Abitheira, Kischnick, Schuster
No: Dziurman
Absent: Morris

MOTION CARRIED

- B. **VARIANCE REQUEST, KELLY AND GUY BRUSCA, 6696 MICHAEL** – This property is a double frontage lot. As such it has front setback requirements along both Michael and Livernois. The petitioner is requesting a variance to install a 48 inch-high non-obscuring fence set back 18 feet from the Livernois property line.

Mr. Grusnick reported the department received no written responses to the public hearing notices.

The applicant Kelly Brusca was present.

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

Moved by: Kischnick
Support by: Abitheira

RESOLVED, To grant the variance as requested, for the following reasons:

- 1. The applicant has a hardship based on the shape of the lot.
- 2. The variance does not have any adverse impact on neighboring properties.

Yes: All present (4)
Absent: Morris

MOTION CARRIED

4. **COMMUNICATIONS**

None.

5. PUBLIC COMMENT

None.

6. MISCELLANEOUS BUSINESS

None.

7. ADJOURNMENT

The Regular meeting of the Building Code Board of Appeals adjourned at 3:18 p.m.

Respectfully submitted,

Theodore Dziurman, Chair

Kathy L. Czarnecki, Recording Secretary

G:\Building Code Board of Appeals Minutes\2016\Draft\2016 04 06 Regular Meeting_Draft.doc



CITY COUNCIL AGENDA ITEM

Date: April 1, 2016

To: Brian Kischnick, City Manager

From: Mark F. Miller, Director of Economic and Community Development
Paul Featherston, Building Official, SAFEbuilt
Mitch Grusnick, City Building Official

Subject: Building Department Activity Report – March, 2016

The following attachment contains a summary of permit activity and project valuation for the Building Inspection Department comparing March 2015 to March 2016. Valuations have slightly decreased to below the levels from last year.

A total of 1,911 building, plumbing, electrical and mechanical related permits have been issued for the year so far compared to 1,611 during the same time frame in 2015.

Year to date project valuations throughout March 2016 are at \$34,465,986. In Comparison, building related permits had a valuation of \$39,395,844. during the same period in 2015.

Our inspectors performed 1,576 trade inspections for the month of March 2016 compared to 1,305 for the month of March 2015. Inspections counts have stayed high for this time of year.

Attachments:

1. Building Department Activity Report

Preparer of memo\File name\File location

BUILDING PERMITS ISSUED

	BUILDING PERMITS 2015	PERMIT VALUATION 2015	BUILDING PERMIT REVENUE 2015	BUILDING PERMITS 2016	PERMIT VALUATION 2016	BUILDING PERMIT REVENUE 2016
JANUARY	172	\$ 13,789,620.00	\$ 352,653.99	106	\$ 8,881,040.00	\$ 186,385.60
FEBRUARY	85	\$ 5,271,646.00	\$ 155,426.00	118	\$ 8,387,600.00	\$ 236,060.17
MARCH	137	\$ 20,334,618.00	\$ 360,947.75	194	\$ 17,197,346.00	\$ 385,950.19
APRIL	228	\$ 24,744,935.00	\$ 417,945.02	0	-	-
MAY	230	\$ 22,193,390.00	\$ 375,491.94	0	-	-
JUNE	242	\$ 12,569,406.00	\$ 327,069.54	0	-	-
JULY	240	\$ 11,927,112.00	\$ 262,669.77	0	-	-
AUGUST	260	\$ 12,910,521.00	\$ 286,684.15	0	-	-
SEPTEMBER	288	\$ 11,397,103.00	\$ 305,132.56	0	-	-
OCTOBER	282	\$ 20,800,709.00	\$ 403,200.00	0	-	-
NOVEMBER	167	\$ 9,762,579.00	\$ 240,439.78	0	-	-
DECEMBER	135	\$ 8,275,432.00	\$ 237,544.70	0	-	-
TOTAL	2466	\$173,977,071.00	\$3,725,205.20	418	\$34,465,986.00	\$808,395.96

2016

CITY of TROY

Assessment Roll

&

Board of Review

Report

City of Troy
Board of Review
ANNUAL REPORT
2016 ASSESSMENT ROLL

2016 Board of Review:

Frank Strahl, Chairman
Howard Adams
James Hatch

Submitted by: Leger A. (Nino) Licari, City Assessor

March 31, 2016

TO: The Honorable Mayor and City Council

FROM: Leger A. (Nino) Licari, City Assessor

RE: 2016 Assessment Roll Report and Board of Review Minutes

It is my pleasure to present to you the 2016 Assessment Roll Report and Board of Review Minutes for the City of Troy. This roll is the product of a full year's effort by the entire Assessing Department staff. Without their able assistance, this roll would surely suffer. I am most appreciative of the efforts they expend every year in the service of the community.

The **2016 Assessment Roll** is summarized as follows:

Total Assessed Value	Total Taxable Value	Residential Taxable Value	Commercial Taxable Value	Industrial Taxable Value	Personal Taxable Value
5,626,878,870	4,540,034,370	2,977,938,320	893,540,330	286,584,670	381,971,060

The Assessed Value increase for 2016 is \$313,267,170 or a 5.90% increase from 2015.

This year the **Taxable Value** increased \$35,249,180 or 0.78%.

The following chart represents a **5-year history of Assessed and Taxable Values**:

Year	Assessed Value	Increase (Decrease)	%	Taxable Value	Increase (Decrease)	%
2016	5,626,878,870	313,267,170	5.90	4,540,034,370	35,249,180	0.78
2015	5,313,611,700	486,069,960	10.07	4,504,785,190	133,204,840	3.05
2014	4,827,541,740	336,109,400	7.50	4,371,580,350	61,316,902	1.42
2013	4,491,432,340	81,323,440	1.80	4,310,263,448	(2,428,602)	(0.001)
2012	4,410,108,900	(130,303,780)	(2.90)	4,312,692,050	(136,158,010)	(3.10)

It should be noted that the Consumer Price Index in Michigan for 2016 Taxable Value was set at 0.3% (3 tenths of 1%), a multiplier of 1.003.

The following chart details the **Ratio of Taxable Value to Market Value** (2 times the Assessed Value) with and without Personal Property, since the passage of Proposal "A".

Ratio of Taxable Value to Market Value since 1994					
Year	Assessed Value	Taxable Value	Ratio All	Personal Property	Ratio No Personal
2016	5,626,878,870	4,540,034,370	40.34	381,971,050	39.64
2015	5,313,611,700	4,504,785,190	42.39	437,230,620	41.71
2014	4,827,541,740	4,371,580,350	45.28	425,841,680	44.82
2013	4,491,432,340	4,310,263,448	47.98	414,094,580	47.78
2012	4,410,108,900	4,312,692,050	48.90	395,095,920	48.79
2011	4,540,412,680	4,448,750,160	48.99	384,084,890	48.90
2010	4,958,518,313	4,843,613,012	48.84	407,990,730	48.74
2009	5,838,869,239	5,459,779,936	46.75	448,100,230	46.48
2008	6,227,094,050	5,562,596,010	44.26	457,552,500	44.24
2007	6,422,659,810	5,550,516,437	43.21	464,213,650	42.68
2006	6,608,804,750	5,435,035,442	41.12	479,874,950	40.42
2005	6,525,074,330	5,264,351,550	40.33	503,497,670	39.53
2004	6,337,222,973	5,094,758,223	40.20	536,093,423	39.34
2003	6,188,084,256	4,978,263,437	40.22	584,236,696	39.21
2002	5,955,697,398	4,861,640,648	40.82	619,964,538	39.75
2001	5,652,563,942	4,686,250,942	41.45	649,562,212	40.34
2000	5,218,597,300	4,373,072,080	41.90	643,070,690	40.76
1999	4,696,926,183	4,183,560,453	44.54	666,496,353	43.63
1998	4,284,960,814	4,005,628,276	46.74	626,129,990	46.18
1997	3,954,663,960	3,775,248,837	47.73	579,417,710	47.34
1996	3,672,996,870	3,573,652,298	48.65	522,531,950	48.42
1995	3,463,173,910	3,425,410,880	49.45	507,025,520	49.36
1994	3,308,095,110	3,308,095,110	50.00	453,375,110	50.00

The **Personal Property Roll** for 2016 is \$ 381,971,050, a decrease of \$55,259,570 or 12.64%. This is due to the initial phase in of the exemption of Industrial Personal Property, and normal replacement and depreciation of non-exempt property.

This lost revenue should be replaced by the State of Michigan using expired credits against the State Use Tax.

The following chart illustrates the **5-year Personal Property Roll** history.

5 Year Personal Property History			
Year	Assessed/Taxable Value	Change	% +,-
2016	381,971,050	(55,259,570)	(12.64)
2015	437,230,620	11,388,940	2.67
2014	425,841,680	11,747,100	2.84
2013	414,094,580	18,998,660	4.90
2012	395,096,920	11,102,030	2.87

The **Industrial Facilities Tax Roll** has a decrease of \$7,075,100 or 37.59%. This is due to the expiration of 3 IFT's and the initial exemption of Industrial Personal Property.

The chart below reflects a 5 year history of the tax abatement roll.

5 Year Industrial Facilities Tax Abatement History			
Year	Assessed/Taxable Value	Change	% +,-
2016	11,748,050	(7,075,100)	(37.59)
2015	18,823,150	2,892,450	18.15
2014	15,930,700	(2,202,370)	(12.15)
2013	18,133,070	4,219,340	30.33
2012	13,913,730	1,930,580	16.11

As you recall, the **Downtown Development Authority (DDA)** was reconfigured, and the debt was refinanced for the 2014 year.

The history of the new DDA is only 3 years at this point.

The following chart details the **history of the DDA**

DDA History and Capture Changes					
Year	TOTAL DDA	Real	Personal	Capture	Capture %+,-
2016	383,504,400	283,344,760	100,159,640	74,312,130	6.18
2015	379,177,070	277,522,820	101,654,250	69,984,800	(2.34)
2014	380,857,480	277,809,450	103,048,030	71,665,210	

The City of Troy now has 2 **Brownfield Redevelopment Authorities (BRA)**, **TCF Bank** and **MJR** (the new movie complex constructed on the site of the former Kmart at Maple and Livernois).

The **TCF Brownfield** is in its eighth year. The 2016 Taxable Value is 342,280, an increase of \$1,020, or 0.30% from the 2015 value (CPI increase).

TCF BRA History and Capture Changes					
Year	Total BRA	Real	Personal	Capture	Capture %+,-
2016	342,280	342,280	0	144,340	0.30
2015	341,260	341,260	0	143,320	3.89
2014	335,890	335,890	0	137,950	0.73
2013	334,880	334,880	0	136,940	(15.60)
2012	360,210	360,210	0	162,270	(12.08)
2011	382,510	382,510	0	184,570	(22.85)
2010	437,180	437,180	0	239,240	(21.71)
2009	503,530	503,530	0	305,590	(5.66)
2008	521,860	521,860	0	323,920	(4.91)
2007	538,570	538,570	0	340,630	

The **MJR Brownfield** is in its third year. The 2016 Taxable Value is \$5,251,950. The Captured Taxable Value is \$4,226,310. The decrease is due to the depreciation of the Personal Property.

MJR BRA History and Capture Changes					
Year	TOTAL BRA	Real	Personal	Capture	Capture %+,-
2016	5,251,950	4,035,950	1,216,000	4,226,310	(5.96)
2015	5,519,770	4,023,880	1,495,890	4,494,130	
2014	2,175,240	2,175,240	0	1,149,600	

This is the thirteenth year for the **Smart Zone (SZ)** in Troy. This is the development occurring at the former Big Beaver Airport site. It shows a 14.09% decrease in captured Taxable Value from 2015. This is due to normal depreciation of the Personal Property, and the initial phase in of the exemption of Industrial Personal Property.

The following chart details the **History of the SmartZone**.

SmartZone Totals					
Year	TOTAL SZ	Real	Personal	Capture	Capture %+,-
2016	21,666,445	13,301,350	8,365,095	7,219,065	(14.09)
2015	22,850,510	13,261,600	9,588,910	8,403,130	29.75
2014	20,923,395	13,052,800	7,870,595	6,476,015	6.10
2013	20,546,380	13,126,260	7,420,120	6,099,000	(6.80)
2012	20,096,250	12,118,900	7,977,350	6,546,350	14.27
2011	20,097,510	13,907,950	6,189,560	5,650,130	(46.09)
2010	24,927,370	17,102,270	7,825,100	10,479,990	(10.99)
2009	26,221,980	19,630,100	6,591,880	11,774,600	12.14
2008	24,947,540	18,428,290	6,519,250	10,500,160	(0.69)
2007	25,725,320	18,164,810	7,560,510	11,277,940	25.89
2006	23,405,930	16,888,080	6,517,850	8,958,550	11.50
2005	22,482,220	16,372,300	6,109,920	8,034,840	48.22
2004	19,867,910	15,089,770	4,778,140	5,420,530	

The State of Michigan introduced **2 New Tax Exemptions** of property starting with the 2014 year.

The first of these was an expansion of the **Veterans Exemption**. The new legislation allows any veteran who is declared 100% disabled, or 100% unemployable to be exempt from local property taxes. This benefit continues for the un-remarried surviving spouse.

There were 35 of these exemptions granted (34 in 2015), totaling over \$3,450,000 in Taxable Value. This is a loss of City revenue of \$36,225.

The second exemption is the beginning of the proposed **phase out of Personal Property** statewide. This started with the **Small Parcel Exemption**. The Small Parcel Exemption is for Personal Property accounts that have a Market Value of \$80,000 or less, or, \$40,000 or less of Assessed Value.

There were over 2,000 of these parcels on the Personal Property Roll that will no longer have to pay Personal Property taxes starting with the 2014 year.

As you have previously seen, the phase in of the exemption of Industrial Personal Property has reduced that roll by over \$55,000,000.

For the 2016 Assessment Year there are 27,479 residential parcels in the City of Troy. They have an average Assessed Value (A/V) of \$139,785, and an average Market Value of \$279,570. The average Taxable Value (T/V) for these parcels is \$108,371.

There were 874 valid residential sales in the 2015 calendar year. The total sales price for these parcels was \$283,892,947, for an average selling price of \$324,820. The lowest recorded residential sale was \$69,900 and the highest recorded residential sale was \$1,355,000.

There were also 188 sales of condominiums in 2015. They had a total selling price of \$38,310,022, for an average sale price of \$203,777. The lowest recorded condominium sale was \$50,000 and the highest recorded condominium sale was \$670,000.

There were 2,256 deeds processed by the Office Assistant staff in the Assessing Department. The vast majority of these lead to the filing of a Property Transfer Affidavit that is processed by this department. In addition, we handle approximately the same amount of Principal Residence Exemption Affidavits annually.

There are currently 1,976 Commercial or Industrial zoned parcels in the City of Troy. These parcels encompass over 7,666 businesses that file Personal Property returns in the City. The filing deadline is February 20th, of any given year. All of these returns are processed before the last scheduled session of the Board of Review.

Also included are the 2016 Assessment Roll Summary sheets, which summarize most of the information in this report.

I must also compliment the staff of the Assessing Department for the valuable work they do on behalf of the citizens of the City of Troy. The telephone volume is staggering. Staff personally review and change dozens of Assessments, on top of the many that they each reviewed and were unable to change. Counter traffic is extreme. In spite of the thousands of citizens we spoke with by telephone, or dealt with in person, I received not a single complaint. Staff's work this year was again, outstanding.

I should also mention the extraordinary work performed by the citizen volunteers who served on the 2016 Board of Review. Their work is difficult and stressful. This was another great job in a high stress environment.

The Minutes of the Board of Review close this report. I am available to answer any questions you may have.

Respectfully submitted by,

Leger A. (Nino) Licari
City Assessor

**2016 March Board of Review
2016 Assessment Roll Summary**

Type	Count	Assessed Value	Taxable Value
Agricultural Real	0	0	0
Commercial Real	121	1,074,211,480	893,540,330
Industrial Real	955	329,550,270	286,584,670
Residential Real	27,479	3,841,146,070	2,977,938,320
Total Real	28,555	5,244,907,820	4,158,063,320
Commercial Personal	7,168	256,580,200	256,580,200
Industrial Personal	665	74,210,610	74,210,610
Utility Personal	19	51,180,240	51,180,240
Deletes	186		
Total Personal	7,666	381,971,050	381,971,050
Total of Roll	36,407	5,626,878,870	4,540,034,370
Net of Deletes	36,221		

Percent Changes by Class			
Assessed Value Percent Change		Taxable Value Percent Change	
	%		%
Residential	7.08	Residential	2.87
Commercial	8.42	Commercial	0.22
Industrial	10.40	Industrial	1.95
Personal	(12.64)	Personal	(12.64)
Overall A/V	5.90	Overall T/V	0.78

Percent of Total Roll (A/V = Assessed Value, T/V = Taxable Value)					
	A/V %	T/V %		A/V %	T/V %
Residential	68.26	65.59	Real	93.21	91.59
Commercial	19.09	19.68	Personal	6.79	8.41
Industrial	5.86	6.31			
Personal	6.79	8.41			
Total	100.00	100.00	Total	100.00	100.00

Averages				
	Sale Price	Market Value	Assessed Value	Taxable Value
Residential	324,820			
874 Sales @ \$283,892,947	High Sale	1,355,000	Low Sale	69,900
	Price	M/V	A/V	T/V
Condo	203,777			
188 Sales @ \$38,310,022	High Sale	670,000	Low Sale	50,000
	Price	M/V	A/V	T/V
Combined Residential & Condo	303,393	279,570	139,785	108,371
1,062 Sales @ \$322,202,969	High Sale	1,195,000	Low Sale	30,000

2016 Assessment Roll Summary

**2016 March Board of Review
2016 Assessment Roll Summary**

Ratio of Taxable Value to Market Value

Total Market Value (including Personal Property)	11,253,757,740
Total Taxable Value (including Personal Property)	9,080,068,740
Ratio of T/V to M/V (including Personal Property) %	40.34

Total Market Value (No Personal Property)	10,489,815,640
Total Taxable Value (No Personal Property)	8,316,126,640
Ratio of T/V to M/V (No Personal Property) %	39.64

By Type (No Personal Property)	Assessed Value	Market Value	Taxable Value	Ratio
Commercial	1,330,791,680	2,661,583,360	1,150,120,530	43.21
Industrial	454,941,120	909,882,240	411,975,520	45.28
Residential	3,841,146,070	7,682,292,140	2,977,938,320	38.76

DDA Statistics

	Base	2016 T/V	2016 Capture
Total	309,192,270	383,504,400	74,312,130

Troy Brownfield - TCF Bank Statistics

	Base	2016 T/V	2016 Capture
Total	197,940	342,280	144,340

Troy Brownfield - MJR Theater Statistics

	Base	2016 T/V	2016 Capture
Total	1,025,640	5,251,950	4,226,310

Troy Smart Zone (SZ) Statistics

	Base	2016 T/V	2016 Capture
Total	14,447,380	21,666,445	7,219,065

2015 Millage Rates (2016 rates are not Certified until late Fall)

School Code	School	P.R.E July	P.R.E Dec	Total P.R.E	Non-H July	Non-H Dec	Total Non-H
260	TROY	30.5773	6.6667	37.2440	37.0856	13.1748	50.2604
010	Avondale	29.6724	5.7618	35.4342	38.7624	14.8518	53.6142
030	Birmingham	34.1029	6.1058	40.2087	38.7119	10.8623	49.5742
040	Bloomfield	30.4483	6.5096	36.9579	35.6226	11.7120	47.3346
160	Lamphere	35.0759	11.1653	46.2412	36.8434	12.9328	49.7762
230	Royal Oak	33.1409	1.7723	34.9132	48.6570	1.7723	50.4293
265	DDA Troy	30.5773	6.6667	37.2440	37.0856	13.1748	50.2604
269	Brwnf'd Troy	30.5773	6.6667	37.2440	37.0856	13.1748	50.2604
268	SmartZn Troy	30.5773	6.6667	37.2440	37.0856	13.1748	50.2604
750	Warren	36.0620	1.7723	37.8343	47.3976	1.7723	49.1699

P.R.E. = Principal Residence Exemption (Homestead), Non-H = Non-Homestead

2016 March Board of Review

City of Troy - Assessing Department 2016 Commercial/Industrial Summary by Use

Count	Use	Acres	Sq Ft/Units	2016 A/V	2016 T/V
18	Auto Dealer	95.231	741,413	22,822,600	19,022,830
32	Bank	40.819	131,880	10,727,580	9,427,830
5	Barber - Beauty Shop	1.339	6,740	373,600	330,050
3	Bowling Center	14.304	111,413	1,148,980	1,148,980
7	Car Wash	4.411	29,460	1,028,330	839,990
5	Clubhouse - Catering	27.020	102,943	4,246,610	4,246,530
14	Day Care Center	19.969	117,672	4,849,870	4,188,440
62	Engineering	226.100	2,716,500	60,695,760	53,146,820
4	Flathouse Storage	20.624	80,824	2,436,170	2,317,020
52	Gar/Gas/Serv/Repair/Conv	39.222	250,014	10,758,530	9,359,700
5	Garage, Mini-Lube	2.181	10,081	589,860	520,050
2	Hangar	0.000	24,928	267,860	226,190
3	Health Club	16.291	161,623	4,445,310	4,250,490
1	Hospital, Surgical Center	4.070	61,522	8,145,220	8,145,220
13	Hotel/Motel	77.965	2,305	37,698,340	32,872,780
639	Industrial LM	874.743	11,829,861	198,676,490	171,453,350
40	Industrial -Loft	111.221	1,771,500	22,755,690	20,114,030
23	Market	43.504	318,645	11,363,530	10,006,500
85	Medical Office	67.885	711,233	31,775,210	27,833,050
2	Mortuary	3.679	30,404	1,094,990	1,021,340
63	Mult/Apt/Senior	475.549	6,151	112,286,960	102,136,310
5	Mult/Asstd Living	19.580	426	11,486,400	9,982,990
259	Office	1,050.550	17,262,676	488,761,620	381,824,870
24	Res. Non-Conforming	6.228	26,073	744,800	708,960
42	Restaurant	47.123	413,694	24,188,670	19,823,680
24	Restaurant - Fast Food	19.070	65,421	5,405,150	4,629,040
65	Retail/Dept/Disc/Whse	261.025	3,347,672	91,974,720	79,003,060
9	Self Storage	39.190	767,373	8,628,310	8,057,120
4	Shopping Cntr - Community	38.311	429,655	8,279,570	7,281,100
3	Shopping Cntr - Mall	63.208	1,589,457	88,607,120	74,752,100
59	Shopping Cntr - Neigh'd	112.224	1,041,128	43,570,460	36,366,500
2	Skating Rink	38.038	278,254	9,322,330	8,511,780
1	Theater - Cinema	12.484	76,067	4,974,950	4,035,950
4	Veterinary	1.836	12,558	678,530	592,200
53	Whse - Dist/Strge/Transit	166.752	1,943,901	31,335,000	27,227,860
1,632		4,041.746	46,471,467	1,366,145,120	1,145,404,710

City of Troy - Assessing Department
Comparison of County Certified Local Millage Rates - Oakland County

2015 Oakland County Certified Millage Rates for Cities, Villages, & Townships (alphabetically)		2015 Oakland County Certified Millage Rates for Cities, Villages, & Townships by Millage Rate	
City Village or Township	Total Millage	City Village or Township	Total Millage
Addison Twp	8.5425	Southfield Twp	0.6000
Auburn Hills	10.5602	Holly Twp	2.4851
Berkley	16.9791	Commerce Twp	3.0871
Beverly Hills Village	12.3818	Rose Twp	3.1150
Bingham Farms Village	8.4000	Novi Twp	3.2036
Birmingham	14.8269	Groveland Twp	4.9400
Bloomfield Hills	10.9866	Oakland Twp	5.9630
Bloomfield Twp	13.2512	Lyon Twp	7.0517
Brandon Twp	7.6106	Franklin Village	7.2022
Clarkston	19.7809	Springfield Twp	7.2786
Clawson	27.2585	Highland Twp	7.3509
Commerce Twp	3.0871	Brandon Twp	7.6106
Farmington	16.5856	Orchard Lake Village (City)	7.8600
Farmington Hills	15.9764	Milford Twp	8.3466
Fenton	10.6226	Orion Twp	8.3985
Ferndale	29.3514	Bingham Farms Village	8.4000
Franklin Village	7.2022	Addison Twp	8.5425
Groveland Twp	4.9400	Independence Twp	9.1341
Hazel Park	38.2671	White Lake Twp	9.8133
Highland Twp	7.3509	Novi	10.2000
Holly Twp	2.4851	Lake Angelus	10.4500
Holly Village (Ind Twp)	15.9229	Rochester Hills	10.4605
Holly Village	16.5528	** Troy **	10.4974
Huntington Woods	24.5693	Auburn Hills	10.5602
Independence Twp	9.1341	Fenton	10.6226
Keego Harbor	13.3346	Bloomfield Hills	10.9866
Lake Angelus	10.4500	Oxford Twp	11.2412
Lake Orion Village	18.4701	Waterford Twp	11.5796
Lathrup Village (City)	22.3920	Rochester	12.0289
Leonard Village	15.5425	West Bloomfield Twp	12.2122
Lyon Twp	7.0517	Beverly Hills Village	12.3818
Madison Heights	22.9618	Wolverine Lake Village	12.6601
Milford Twp	8.3466	Bloomfield Twp	13.2512
Milford Village	17.5799	Keego Harbor	13.3346
Northville	16.4936	Royal Oak Twp	13.6714
Novi	10.2000	Birmingham	14.8269
Novi Twp	3.2036	Wixom	15.3629
Oak Park	37.6060	Leonard Village	15.5425
Oakland Twp	5.9630	Ortonville Village	15.6106

City of Troy - Assessing Department
Comparison of County Certified Local Millage Rates - Oakland County

2015 Oakland County Certified Millage Rates for Cities, Villages, & Townships (alphabetically)		2015 Oakland County Certified Millage Rates for Cities, Villages, & Townships by Millage Rate	
City Village or Township	Total Millage	City Village or Township	Total Millage
Orchard Lake Village (City)	7.8600	South Lyon	15.6645
Orion Twp	8.3985	Holly Village (Ind Twp)	15.9229
Ortonville Village	15.6106	Farmington Hills	15.9764
Oxford Twp	11.2412	Northville	16.4936
Oxford Village	17.9711	Holly Village	16.5528
Pleasant Ridge	22.5595	Farmington	16.5856
Pontiac	17.0011	Berkley	16.9791
Rochester	12.0289	Pontiac	17.0011
Rochester Hills	10.4605	Milford Village	17.5799
Rose Twp	3.1150	Royal Oak	17.6796
Royal Oak	17.6796	Oxford Village	17.9711
Royal Oak Twp	13.6714	Lake Orion Village	18.4701
South Lyon	15.6645	Clarkston	19.7809
Southfield	26.7558	Walled Lake	21.5024
Southfield Twp	0.6000	Lathrup Village (City)	22.3920
Springfield Twp	7.2786	Pleasant Ridge	22.5595
Sylvan Lake	23.1429	Madison Heights	22.9618
** Troy **	10.4974	Sylvan Lake	23.1429
Walled Lake	21.5024	Huntington Woods	24.5693
Waterford Twp	11.5796	Southfield	26.7558
West Bloomfield Twp	12.2122	Clawson	27.2585
White Lake Twp	9.8133	Ferndale	29.3514
Wixom	15.3629	Oak Park	37.6060
Wolverine Lake Village	12.6601	Hazel Park	38.2671

City of Troy - Assessing Department
 Comparison of County Certified Local Millage Rates - Macomb County

2015 Macomb County Certified Millage Rates for Cities, Villages, & Townships (alphabetically)		2015 Macomb County Certified Millage Rates for Cities, Villages, & Townships by Millage Rate	
City Village or Township	Total Millage	City Village or Township	Total Millage
Armada Twp	4.7812	Ray Twp	3.5529
Armada Village	18.0194	Richmond Twp	3.6817
Bruce Twp	8.4578	Armada Twp	4.7812
Center Line	38.6503	Macomb Twp	4.9660
Chestefield Twp	9.6867	Lenox Twp	6.2386
Clinton Twp	16.2952	Harrison Twp	7.7522
Eastpointe	40.9612	Bruce Twp	8.4578
Fraser	23.2580	Washington Twp	8.5035
Grosse Pointe Shores	17.8794	Shelby Twp	9.2999
Harrison Twp	7.7522	Chestefield Twp	9.6867
Lenox Twp	6.2386	** Troy **	10.4974
Macomb Twp	4.9660	New Baltimore	14.9003
Memphis	16.2953	Sterling Heights	15.1858
Mount Clemens	24.8062	Clinton Twp	16.2952
New Baltimore	14.9003	Memphis	16.2953
New Haven Village	18.8436	Richmond	16.6526
Ray Twp	3.5529	Romeo Village (Bruce)	17.4276
Richmond	16.6526	Grosse Pointe Shores	17.8794
Richmond Twp	3.6817	Armada Village	18.0194
Romeo Village (Bruce)	17.4276	New Haven Village	18.8436
Romeo Village (Wash'ton)	19.2550	Romeo Village (Wash'ton)	19.2550
Roseville	24.8494	St Clair Shores	21.2602
Shelby Twp	9.2999	Utica	22.5017
St Clair Shores	21.2602	Fraser	23.2580
Sterling Heights	15.1858	Mount Clemens	24.8062
** Troy **	10.4974	Roseville	24.8494
Utica	22.5017	Warren	27.7637
Warren	27.7637	Center Line	38.6503
Washington Twp	8.5035	Eastpointe	40.9612

City of Troy - Assessing Department
Comparison of County Certified Local Millage Rates - Wayne County

2015 Wayne County Certified Millage Rates for Cities, Villages, & Townships (alphabetically)		2015 Wayne County Certified Millage Rates for Cities, Villages, & Townships (by Millage Rate, without Transportation mills)	
City Village or Township	Millage Rate	City Village or Township	Millage Rate
Allen Park	24.4798	Plymouth Twp	4.0000
Belleville	18.1260	Sumpter Twp	4.7904
Brownstown Twp	13.1486	Van Buren Twp	4.9144
Canton Twp	10.9000	Huron Twp	7.7832
Dearborn	26.4500	Northville Twp	8.6564
Dearborn Heights	23.3666	** Troy **	10.4974
Detroit	34.0974	Canton Twp	10.9000
Ecorse	66.0762	Brownstown Twp	13.1486
Flat Rock	19.4997	Romulus	13.5579
Garden City	22.5217	Livonia	13.9378
Gibraltar	19.1000	Grosse Pointe Farms	14.0000
Grosse Isle Twp	15.4352	Northville	15.3406
Grosse Pointe	16.8046	Grosse Isle Twp	15.4352
Grosse Pointe Farms	14.0000	Grosse Pointe Park	15.9455
Grosse Pointe Park	15.9455	Plymouth	16.1429
Grosse Pointe Shores	17.8794	Grosse Pointe	16.8046
Grosse Pointe Woods	20.6091	Grosse Pointe Shores	17.8794
Hamtramck	24.8564	Belleville	18.1260
Harper Woods	41.4685	Riverview	18.7600
Highland Park	46.8758	Westland	18.8823
Huron Twp	7.7832	Gibraltar	19.1000
Inkster	39.9614	Flat Rock	19.4997
Lincoln Park	23.0386	Grosse Pointe Woods	20.6091
Livonia	13.9378	Woodhaven	22.2399
Melvindale	43.1093	Garden City	22.5217
Northville	15.3406	Wyandotte	22.7502
Northville Twp	8.6564	Lincoln Park	23.0386
Plymouth	16.1429	Dearborn Heights	23.3666
Plymouth Twp	4.0000	River Rouge	23.9143
Redford Twp	25.7058	Wayne	24.0013
River Rouge	23.9143	Rockwood	24.4225
Riverview	18.7600	Allen Park	24.4798
Rockwood	24.4225	Southgate	24.7506
Romulus	13.5579	Trenton	24.7506
Southgate	24.7506	Hamtramck	24.8564
Sumpter Twp	4.7904	Redford Twp	25.7058
Taylor	29.2327	Dearborn	26.4500
Trenton	24.7506	Taylor	29.2327
** Troy **	10.4974	Detroit	34.0974
Van Buren Twp	4.9144	Inkster	39.9614
Wayne	24.0013	Harper Woods	41.4685
Westland	18.8823	Melvindale	43.1093
Woodhaven	22.2399	Highland Park	46.8758
Wyandotte	22.7502	Ecorse	66.0762

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Troy City

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	FRANKEL FORBES COHEN	62,701,880	52,530,410	3	Somerset Malls
2	DTE	36,933,220	36,502,710	17	Utility
3	TROY APTS I - IV LLC	28,654,450	28,654,450	24	Apartment Leasing
4	URBANCAL	27,008,240	23,302,960	5	Retail
5	CC TROY	24,175,330	20,406,560	3	Office Leasing
6	OSPREY TROY	24,508,580	20,342,940	2	Office Leasing
7	KELLY SERVICES	21,732,400	19,210,410	10	Corp HQ
8	MACY'S	18,412,670	16,142,270	4	Retail
9	755 TOWER ASSOC	17,294,640	14,313,840	2	Office Leasing
10	DELPHI	17,931,890	13,457,190	11	Corp HQ
11	CONSUMERS ENERGY	13,400,000	13,275,960	12	Utility
12	REGENTS PARK OF TROY	15,039,180	12,924,140	3	Apartment Leasing
13	TROY INDUSTRIAL	15,236,400	11,664,670	15	Industrial Leasing
14	WEST HURON JOINT VENTURE	13,065,060	11,027,170	3	Office Leasing
15	NEMER TROY PLACE	10,027,020	10,009,390	5	Office Leasing
16	SOMERSET PLACE	12,095,770	9,976,270	1	Office Leasing
17	GABLES OF TROY	10,363,030	9,425,210	4	Apartment Leasing
18	SHEFFIELD OWNER	14,996,830	9,099,410	3	Office Leasing
19	FLAGSTAR BANK FSB	11,445,450	8,917,270	3	Corp HQ
20	FORBES/FRANKEL TROY	8,750,000	8,750,000	2	Kmart HQ Site
Totals		403,772,040	349,933,230	132	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Troy DDA

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	FRANKEL FORBES COHEN	62,701,880	52,530,410	3	Somerset Malls
2	CC TROY ASSOC	24,175,330	20,406,560	3	Office Leasing
3	OSPREY-TROY OFFICENTRE	24,508,580	20,342,940	2	Office Leasing
4	755 TOWER ASSOCIATES	17,294,640	14,313,840	2	Office Leasing
5	KELLY SERVICES	15,311,370	13,250,800	7	Corp HQ
6	WEST HURON JOINT VENTURE	13,065,060	11,027,170	3	Office Leasing
7	NEMER TROY PLACE	10,027,020	10,009,390	5	Office Leasing
8	SOMERSET PLACE	12,095,770	9,976,270	1	Office Leasing
9	MACY'S	10,307,780	8,687,740	2	Retail
10	LIBERTY INVESTMENTS	9,663,410	8,525,500	3	Office Leasing
11	VHS CHILDREN'S HOSPITAL	8,145,220	8,145,220	1	Hospital
12	NORDSTROM	8,802,190	7,469,070	2	Retail
13	SAK'S 5TH AVE	7,162,130	7,162,130	3	Retail
14	NS INTERNATIONAL	7,169,640	5,877,370	3	Office Leasing
15	TROY 888 LLC	5,581,750	5,265,750	1	Office Leasing
16	SUMMIT WILSHIRE	6,702,540	5,251,020	2	Office Leasing
17	NEIMAN MARCUS	6,103,380	5,153,080	2	Retail
18	GALLERIA OF TROY	7,372,610	5,120,090	1	Office Leasing
19	SHEFFIELD OWNER	8,693,020	4,648,590	2	Office Leasing
20	EA&S	6,595,390	4,626,670	2	Office Leasing
Totals		271,478,710	227,789,610	50	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Avondale Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	NORTHFIELD COMMONS LLC	3,058,740	3,058,740	1	Retail
2	HCR MANOR CARE	3,304,730	2,932,700	1	Nursing Facility
3	NINO SALVAGGIO	3,046,530	2,755,370	2	Fruit Market
4	SUNRISE TROY ASSISTED LIVING LLC	2,002,130	1,707,360	1	Nursing Facility
5	CASWELL TOWN CENTER	2,256,920	1,652,690	5	Retail
6	DTE ENERGY	1,540,330	1,540,330	1	Utility
7	PETRUZELLO	749,810	749,810	1	Catering
8	REST RAD	1,379,430	721,480	3	Office Leasing
9	TROY PROFESSIONAL BLDG	774,680	682,320	2	Office Leasing
10	CONSUMERS ENERGY	640,010	640,010	1	Utility
11	KROGER	593,740	593,740	1	Grocery
12	MANOR CARE	520,540	520,540	1	Nursing Facility
13	TROWBRIDGE HOMES	490,560	488,520	9	Apartment Leasing
14	AMBERWOOD TOWNHOMES	519,220	460,720	1	Apartment Leasing
15	BOSTICK, C	525,000	402,310	4	Residence
16	NIKOLLA, E	384,100	384,100	1	Residence
17	MURAD, V	398,510	347,490	1	Residence
18	PINTO, R	338,200	338,200	1	Residence
19	GRUBER, W	329,300	329,300	1	Residence
20	THOMAS, G	427,210	318,810	1	Residence
Totals		23,279,690	20,624,540	39	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Birmingham Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	GRAND/SAKWA	5,761,360	5,148,620	3	Retail
2	TARGET	4,185,520	4,185,520	2	Retail
3	HOME DEPOT	4,488,960	3,299,770	2	Retail
4	KOHL'S	2,501,590	2,501,590	2	Retail
5	KROGER	2,642,880	2,421,710	2	Grocery
6	INTERNATIONAL TRANSMISSION	2,251,590	2,251,590	1	Gas Transmission
7	DTE ENERGY	1,999,910	1,999,910	2	Utility
8	LA FITNESS	1,583,690	1,388,870	2	Fitness Facility
9	SECURED STORAGE ACQUISITIONS LLC	719,040	666,540	2	Self Storage
10	WOLVERINE CARBIDE	732,430	633,130	1	Industrial
11	ESS PRISA	664,610	627,640	1	Industrial
12	BB INVESTMENTS	608,350	608,350	11	Industrial
13	CONSUMERS ENERGY	585,310	585,310	1	Utility
14	BAZO, N	579,610	489,960	5	Condo Leasing
15	SP INDUSTRIAL	541,030	461,470	2	Industrial
16	HODAPP, G	447,500	447,500	1	Residence
17	WCD MANAGEMENT	475,550	412,320	2	Industrial Leasing
18	PUBLIC STORAGE	429,530	373,290	2	Self Storage
19	YAN, H	401,200	360,410	3	Condo Leasing
20	ROSSO DEVELOPMENT	364,760	339,150	3	Industrial Leasing
Totals		31,964,420	29,202,650	50	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Bloomfield Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	WINDEMERE PARK	1,512,200	1,269,590	1	Assisted Living
2	CAMAJ, M	1,115,830	1,115,830	3	Residence
3	DTE ENERGY	970,560	967,370	2	Utility
4	LSTC CALIFORNIA	1,047,300	873,510	2	Office Leasing
5	OL BOLYARD	689,850	689,850	2	Spec Homes
6	MALIK, A	796,800	672,010	1	Residence
7	RAO, A	594,930	594,930	1	Residence
8	KHAN, A	617,760	586,270	1	Residence
9	DURGAN, N	569,700	569,700	1	Residence
10	CHOUDHARY, S	571,650	565,610	1	Residence
11	HAJJAR, R	716,160	538,770	1	Residence
12	SHAH, B	659,470	517,660	1	Residence
13	ZORA, R	489,260	489,260	1	Residence
14	BLACK, E	626,820	483,790	1	Residence
15	DEWITTE, J	477,120	476,170	1	Residence
16	REID, J	455,580	455,580	1	Residence
17	STEPHEN, M	455,000	455,000	1	Residence
18	OKEKE, O	444,130	444,130	1	Residence
19	SULTAN, M	451,130	442,320	1	Residence
20	JONES, A	657,430	440,110	1	Residence
		13,918,680	12,647,460	25	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Lamphere Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	URBANCALL OAKLAND MALL	31,150,760	27,146,230	12	Oakland Mall
2	MACY'S	8,104,890	7,454,530	2	Retail
3	MGA RESEARCH	6,178,130	6,178,130	1	Engineering
4	OAKLAND PLAZA	6,585,660	5,965,690	3	Retail
5	OAKLAND SQUARE	6,280,660	5,885,520	3	Retail
6	SEARS	7,236,900	4,841,360	2	Retail
7	JC PENNEY	4,337,870	3,889,820	2	Retail
8	WOLVERINE CARBIDE	2,178,460	2,086,270	2	Industrial
9	400 JOHN R RD LLC	2,189,280	2,019,250	1	Retail
10	HANSON'S PROPERTIES	2,145,140	1,926,970	1	Industrial
11	FIRST INDUSTRIAL REALTY	1,729,700	1,550,970	5	Industrial Leasing
12	FIELD & STREAM	875,710	875,710	1	Retail
13	AMERICAN MSC	803,290	803,290	3	Industrial
14	TRUTRON	706,640	688,010	2	Industrial
15	EXECUTIVE RE INVESTMENTS	767,590	675,440	1	Industrial Leasing
16	OAKLAND COMMERCE ASSOC	696,310	623,920	1	Industrial Leasing
17	NOSANCHUK, J	712,450	618,320	3	Industrial Leasing
18	VICTORIA'S SECRET	606,160	606,160	1	Retail
19	KOHL'S	594,720	594,720	1	Retail
20	UTLEY BROS	612,340	560,690	2	Industrial
Totals		84,492,660	74,991,000	49	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Royal Oak Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	HOV SERVICES	2,608,130	2,608,130	1	Automotive Supplier
2	250 STEPHENSON ASSOC	3,049,680	2,549,020	1	Office Leasing
3	WESTMINSTER TROY LLC	2,933,820	2,433,390	1	Office Leasing
4	EA&S INVESTMENTS	3,844,810	2,399,100	1	Office Leasing
5	HOLIDAY INN EXPRESS	2,294,360	2,294,360	2	Hotel
6	KOSTAL	2,523,350	2,290,870	2	Corp HQ
7	ROBBINS INV 500 & 550	4,001,750	2,222,890	2	Office Leasing
8	SOURCEHOV LLC	2,514,100	2,142,030	1	Office Leasing
9	NORTH AMERICAN BANCARD	1,950,900	1,950,900	1	Corp HQ
10	TROY HOTELS INC	2,041,530	1,829,100	1	Hotel
11	CONTINENTAL CATERING	1,299,750	1,299,750	1	Catering
12	SITE ONE LANDSCAPE SUPPLY	1,307,060	1,230,570	2	Retail
13	VALEO	1,035,360	1,035,360	1	Corp HQ
14	MODERN DENTAL	858,050	858,050	1	Dental Lab
15	SOURCE CORP BPS	840,440	840,440	1	Information Sevices
16	PHOENIX WIRE	956,550	833,220	2	Industrial
17	GE CAPITAL	684,500	684,500	1	Equipment Leasing
18	INTRACO CORP	832,600	654,120	2	Export Mngmnt
19	ROBBINS PARK	723,580	643,250	1	Office Leasing
20	DEAL INVESTMENT	690,280	580,040	1	Office Leasing
Totals		36,990,600	31,379,090	26	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Troy Schools (also Includes DDA, BRA's and LDFA)

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	FRANKEL FORBES COHEN	62,701,880	52,530,410	3	Somerset Mall
2	DTE	29,780,020	29,352,700	9	Utility
3	TROY APTS I - IV LLC	28,654,450	28,654,450	24	Apartment Leasing
4	CC TROY	24,175,330	20,406,560	3	Office Leasing
5	OSPREY TROY	24,508,580	20,342,940	2	Office Leasing
6	KELLY SERVICES	21,732,400	19,210,410	10	Corp HQ
7	755 TOWER ASSOC	17,294,640	14,313,840	2	Office Leasing
8	DELPHI	17,931,890	13,457,190	11	Corp HQ
9	REGENTS PARK	15,039,180	12,924,140	3	Apartment Leasing
10	WEST HURON JOINT VENTURE	13,065,060	11,027,170	3	Office Leasing
11	CONSUMERS ENERGY	10,650,410	10,526,370	6	Utility
12	NEMER TROY PLACE	10,027,020	10,009,390	5	Office Leasing
13	SOMERSET PLACE LLC	12,095,770	9,976,270	1	Office Leasing
14	TROY INDUSTRIAL	11,867,460	9,427,520	13	Industrial Leasing
15	GABLES OF TROY	10,363,030	9,425,210	4	Apartment Leasing
16	SHEFFIELD OWNER LLC	14,996,830	9,099,410	3	Office Leasing
17	FLAGSTAR BANK	11,445,450	8,917,270	3	Corp HQ
18	FORBES/FRANKEL	8,750,000	8,750,000	2	Kmart Site
19	MACY'S	10,307,780	8,687,740	2	Retail
20	2600 WBB LLC	8,665,340	8,665,340	2	Office Leasing
Totals		364,052,520	315,704,330	111	*

2016
City of Troy - Assessing Department
Top Twenty Taxpayers
Warren Consolidated Schools

Rank	Name	2016 A/V	2016 T/V	Parcels	Activity
1	TROY TECHNOLOGY PARK	8,379,060	8,379,060	5	Office Leasing
2	OAKLAND PARK TOWERS	7,888,890	6,820,590	1	Apartment Leasing
3	AMFP II TROY EAST	5,513,290	4,848,710	1	Apartment Leasing
4	HOME PROPERTIES	5,041,930	4,374,610	2	Apartment Leasing
5	BOSTICK RE INV	2,627,660	2,267,220	10	Industrial Leasing
6	FIRST INDUSTRIAL	2,590,030	2,246,190	7	Industrial Leasing
7	TEPEL BROS	2,268,960	2,093,910	9	Printing
8	ELDER FORD	2,295,820	2,038,400	1	Auto Dealer
9	INCOE CORP	1,891,620	1,791,970	2	Industrial
10	DTE ENERGY	1,713,060	1,713,060	1	Utility
11	LUKOWSKI YAREMA	1,963,480	1,695,950	5	Industrial
12	AMERICAN POLISH CULTURAL CENTER	1,672,410	1,645,640	3	Catering
13	ALTAIR CLEAN AIR TECHNOLOGY	1,618,810	1,463,140	1	Engineering
14	TIRE WHOLESALERS	1,533,450	1,442,510	2	Warehouse
15	RING ROAD PROPERTIES	1,127,470	1,110,530	1	Industrial Leasing
16	JOHN R SPRING	1,352,960	1,088,800	1	Auto/Truck Repair
17	MAGNA ELECTRONICS	1,085,710	1,085,710	2	Industrial
18	ALLAN TOOL	1,153,760	1,083,450	3	Industrial
19	DEQUINDRE RE INV	1,091,130	1,010,360	4	Industrial Leasing
20	STUART FRANKEL DEVELOPMENT	1,005,640	1,005,640	1	Office Leasing
Totals		53,815,140	49,205,450	62	*

2016

Board of Review

Minutes

TUESDAY, MARCH 8, 2016

12:45 PM - The 2016 Board of Review met at the Troy City offices. Frank Strahl was elected to the Chair. Also serving were Howard Adams and James Hatch. City Assessor, Nino Licari, served as the Secretary. Mr. Licari presented the Assessment Roll to the Board. There were no corrections of omissions or errors. The Board was then called to order at 1:00PM to hear all appeals of Assessments placed against property in the City of Troy. The Board adjourned at 9:00 PM. The following appeals were heard.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	001.01:00PM	88-20-07-151-053
GOSSELIN, STEPHANIE M		2915 LENOX

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
170,930	96,020	170,930	96,020	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	002.01:10PM	88-20-07-127-012
HAPPEL, JOEL & MARGARET		2546 HAVERFORD

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$179,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
212,220	212,220	179,000	179,000	-33,220	-33,220

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	003.03:30PM	88-20-09-226-005
DEAGLE, MURRAY & DEBRA		254 FLORENCE

THE PETITIONER PRESENTED COMPARABLES FOR THE BOARD TO REVIEW. HE FEELS THERE IS A DISCREPANCY IN THE TOTAL AREA OF HIS HOME. AN APPRAISER FROM THE ASSESSING DEPARTMENT DID VERIFY THAT THE OVERHANG OVER THE GARAGE WAS OVERSTATED ON THE RECORD. A NEW SALES COMPARISON WAS DONE BASED ON THE CORRECTED SQUARE FOOTAGE, AND THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$250,000 BASED ON THIS APPRAISAL.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
281,850	281,850	250,000	250,000	-31,850	-31,850

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	004.03:40PM	88-20-04-276-064
GIROUX, MATHEW D & KRISTI L		6785 MICHAEL

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD IN SUPPORT OF THEIR PURCHASE PRICE. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$255,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
271,200	271,200	255,000	255,000	-16,200	

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	005.04:20PM	88-20-21-101-010
PAP, DANIEL		850 BARILANE

THE PETITIONER QUESTIONED THE VALUE PLACED ON HIS HOME UNDER CONSTRUCTION, THAT IS NOT COMPLETE AT THIS TIME. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
209,410	208,140	209,410	208,140	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	006.06:00PM	88-20-36-227-013
BEZKOSTA, OKSANA		

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW ON THEIR PURCHASE OF THIS VACANT LOT. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
25,000	25,000	25,000	25,000	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	006.6:05PM	88-20-36-227-014
BEZKOSTA, OKSANA		2774 IOWA

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW TO SUPPORT THEIR PURCHASE PRICE ON THIS HOME. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$60,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
71,150	71,150	60,000	60,000	-11,150	-11,150

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	007.06.10PM	88-20-17-379-006
GAIDHANE, SUJATA		1609 DEVONSHIRE

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD IN SUPPORT OF THEIR RECENT PURCHASE PRICE. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$207,500.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
215,290	215,290	207,500	207,500	-7,790	

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	008.06:20PM	88-20-21-278-004
SHEN, QIBIAO & JIANG, ZHENXIN		3599 CHERISHED VIEW

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$238,130.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
276,520	247,300	238,130	238,130	-38,390	-9,170

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	009.06.40PM	88-20-04-153-007
VON OEYEN, SCHUYLER & SARAH		889 BRIDGE PARK

THE PETITIONER SUBMITTED AN APPRAISAL THAT SUPPOTS THEIR RECENT SALE PRICE, FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$170,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
179,750	179,750	170,000	170,000	-9,750	-9,750

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	010.07:00PM	88-20-05-153-026
PINTO, ROGER A & ELISSA N		1827 BUCKTHORN

THE PETITIONER SUBMITTED AN APPRAISAL FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE BASED ON THE RECENT SALE PRICE OF THE HOME.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
338,200	338,200	338,200	338,200	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	011.07:10PM	88-20-17-351-015
LAMBA, VINOD		4121 LEDGESTONE

THE PETITIONER SUBMITTED CONDITION AND NEED OF REPAIRS FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$320,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
338,880	325,480	320,000	320,000	-18,880	-5,480

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	012.07:20PM	88-20-13-205-002
KATRANJI, KHALID		4918 DANBURY

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$97,500.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
98,620	98,620	97,500	97,500	-1,120	-1,120

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	013.07:30PM	88-20-23-406-024
ZHOU, CHEN		1589 LAKEWOOD

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE BASED ON THE RECENT PURCHASE PRICE OF THE HOME.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
130,500	130,500	130,500	130,500	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	014.07:40PM	88-20-07-276-004
NI, CHENYANG & HSU, SHU-YU		1942 CONNOLLY

THE PETITIONER SUBMITTED APPRAISAL AND HOME INSPECTION REPORT FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$175,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
214,240	214,240	175,000	175,000	-39,240	-39,240

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	015.07:50PM	88-20-20-427-038
HUSSAIN, SHAHID & SUBICA		1734 BANMOOR

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW IN SUPPORT OF THEIR PURCHASE PRICE. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$375,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
381,910	381,910	375,000	375,000	-6,910	-6,910

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/08/2016	016.08:00PM	88-20-36-127-015
LIANG, QIYU		1409 SHAKER

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD DID NOT THINK THAT THIS BANK SALE AT \$152,000 REPRESENTED MARKET VALUE. THEY DID, HOWEVER, VOTE TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$90,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
101,420	101,420	90,000	90,000	-11,420	-11,420

2016

Board of Review

Minutes

MONDAY, MARCH 14, 2016

9:00 AM - The 2016 Board of Review met for the second session at the Troy City offices. Frank Strahl called the meeting to order. Also present were James Hatch, Howard Adams, and City Assessor, Nino Licari, serving as the Secretary. The following appeals were heard. The Board adjourned at 5:00 PM.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	017.09:00AM	88-20-20-226-127
GUPTA, DEVYANI		3859 FADI

THE PETITIONER SUBMITTED THE CONDITION OF THE HOME FOR THE BOARD TO REVIEW. THE PETITIONER WAS GIVEN TIME TO SUBMIT COST ESTIMATES. AT THE MARCH 22 MEETING THE THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$295,270 BASED ON THE ESTIMATES SUBMITTED.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
318,480	318,480	295,270	295,270	-23,210	-23,210

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	018.09:10AM	88-20-17-276-012
GUNUKULA, RAGHUVARDHAN & VIJAYA		4591 BENTLEY

THE PETITIONERS SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$214,140.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
252,790	245,520	214,140	214,140	-38,650	-31,380

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	019.09:20AM	88-20-24-302-005
MODZELEWSKI, WESLEY		3484 EAGLE

THE PETITIONER SUBMITTED THE CONDITION OF THE HOME FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$90,000 BASED ON NEEDED REPAIRS.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
109,120	95,140	90,000	90,000	-19,120	-5,140

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	020.09:30AM	88-20-30-126-046
BIONDO, ANDREW J & JANET M		2887 CEDAR RIDGE

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$250,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
289,710	289,710	250,000	250,000	-39,710	-39,710

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	021.09:40AM	88-20-05-301-068
DUNGRANI, SANJIV & ARUNA S		1868 NEW CASTLE

THE PETITIONER SUBMITTED AN APPRAISAL FOR THE BOARD TO REVIEW REQUESTING A VALUE LOWER THAN HIS 2014 PURCHASE PRICE. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
340,520	340,520	340,520	340,520	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	022.11:10AM	88-20-03-401-006
SPREITZER, JOHN JR		565 OTTAWA

THE PETITIONER SUBMITTED AN APPRAISAL AND COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$400,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
467,850	462,490	400,000	400,000	-67,850	-62,490

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	023.11:30AM	88-20-12-427-008
BRIDGES, DANIEL & DANETTE		2850 SANTIA

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
195,840	162,420	195,840	162,420	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	024.01:00PM	88-20-14-126-011
TUNIKI, RAJU		4877 DAVIS

THE PETITIONER SUBMITTED AN APPRAISAL AND CONDITION OF THE PROPERTY FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
164,180	164,180	164,180	164,180	0	0

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	025.01:10AM	88-20-10-427-004
SHRESTHA, RABINDRA B		674 SYLVANWOOD

THE PETITIONERS SUBMITTED COMPARABLES AND CONDITION OF THE HOME FOR THE BOARD TO REVIEW, REQUESTING A VALUE BELOW HIS 2014 PURCHASE PRICE. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
226,500	217,370	226,500	217,370	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	026.03:40PM	88-20-05-353-017
OTTO, TROY & LINDSAY		6071 HEARTHSIDE

THE PETITIONER SUBMITTED COMPARABLES AND CONDITION OF THE HOME FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$220,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
248,560	248,560	220,000	220,000	-28,560	-28,560

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	027.03:50PM	88-20-18-176-005
HADDAD, FARRIS F & REMA M		2610 TIMBERWYCK TRAIL

THE PETITIONER SUBMITTED AN APPRAISAL FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$215,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
226,850	226,850	215,000	215,000	-11,850	-11,850

Appeal Date	Appeal # / Time	Parcel ID #
03/14/2016	028.04:00PM	88-20-03-301-069
AHMAD, BASHIR		26 PINE CREEK

THE PETITIONER SUBMITTED AN APPRAISAL FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE, AS THE APPRAISAL WAS NOT WELL DONE, AND THE 2016 A/V IS EXACTLY 50% OF THE 2014 PURCHASE PRICE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
229,000	227,950	229,000	227,950	0	0

2016

Board of Review

Minutes

TUESDAY, MARCH 15, 2016

1:00 PM - The 2016 Board of Review met for the third session at the Troy City offices. Frank Strahl called the meeting to order. Also present were James Hatch, Howard Adams, and City Assessor, Nino Licari, serving as the Secretary. The following appeals were heard. The Board adjourned at 9:00 PM.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	029.03:00PM	88-20-04-326-006
MUSOLF, RICHARD A		6353 CANMOOR

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
117,320	87,980	117,320	87,980	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	030.04:00PM	88-20-20-401-009
TURSHANI, SARA & KABRA, NABIL		3373 ALPINE

THE PETITIONER WAS CONCERNED THAT THE VALUE OF THE HOME FAR EXCEEDED THE QUALITY OF WORKMANSHIP. SHE BROUGHT TO LIGHT MANY DEFICIENCIES, BUT HAD NO DOLLAR VALUES IN SUPPORT. AFTER HEARING THE APPEAL OF HER NEIGHBOR AT THE 6:40 PM APPOINTMENT, THE BOARD VOTED TO RECONSIDER THIS APPEAL AT THE MARCH 22ND MEETING. IN LIGHT OF THE DATA SUBMITTED BY HER NEIGHBOR AND THE SIZE DIFFERENCES IN THE TWO HOMES, THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$385,920.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
457,220	416,480	385,920	385,920	-71,300	-30,560

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	031.04:30PM	88-20-03-401-014
BISCHOFF, NYAL A		767 OTTAWA

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. HE BELIEVED THAT HIS VALUE WAS MORE IN LINE WITH WEST SIDE HOMES, AND NOT HIS AREA. THE BOARD FELT HIS 700' DEEP LOT WAS WORTH MORE THAN THE PETITIONER BELIEVED. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
250,320	133,850	250,320	133,850	0	0

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	032.06:00PM	88-20-02-253-033
CAHILL, PAMELA		6520 EMERALD LAKE

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED BY A SPLIT DECISION TO REDUCE THE ASSESSED VALUE TO \$200,000 WITH NO CHANGE TO THE TAXABLE VALUE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
207,150	161,210	200,000	161,210	-7,150	0

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	033.06:20PM	88-20-17-251-014
WANG, HUIQIU		1402 DURAND

THE PETITIONER SUBMITTED RECENT PURCHASE INFORMATION INDICATING SALE CONCESSIONS OF \$2,000 FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$165,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
199,670	199,670	165,000	165,000	-34,670	-34,670

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	034.06:30PM	88-20-35-354-017
CONNELL, RYAN T		321 BURTMAN

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$89,950, 1/2 OF HIS PURCHASE PRICE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
91,410	91,410	89,950	89,950	-1,460	-1,460

Appeal Date	Appeal # / Time	Parcel ID #
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2016 March Board of Review Report

03/15/2016

035.06:40PM

88-20-20-401-031

PATEL, VIJAY & SWETA R

3353 ALPINE

THE PETITIONER SUBMITTED QUALITY OF CONSTRUCTION AND PURCHASE AGREEMENT FOR THE BOARD TO REVIEW. THEY HAD PHOTOS OF THE POOR WORKMANSHIP AND COST OF REPAIR. THE BOARD VOTED BY A SPLIT DECISION TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$375,000. AFTER THIS APPEAL, MR. ADAMS MADE A MOTION TO RECONSIDER THE 4:00 PM APPEAL IN LIGHT OF THE SIMILARITIES. ALL MEMBERS VOTED IN FAVOR. THE RESULTS OF THAT RECONSIDERATION ARE LISTED WITH THE 4:00 PM APPOINTMENT.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
446,300	437,770	375,000	375,000	-71,300	-62,770

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	036.06:50PM	88-20-14-102-030
PANTEA, DIANA		1157 BRADLEY

THE PETITIONER SUBMITTED EVIDENCE THAT SHOWED THE UTILITES DISCONNECTED FOR DEMOLITION DUE TO CONDITION OF HOUSE FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$50,000.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
96,170	93,790	50,000	50,000	-46,170	-43,790

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	037.07:00PM	88-20-07-102-037
RECKER, DAVID		5810 SUSSEX

THE PETITIONER SUBMITTED EVIDENCE AND A VIDEO OF AN ERROR IN SQUARE FOOTAGE FOR THE BOARD TO REVIEW. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$252,040 BASED ON THE SIZE CORRECTION.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
265,960	265,960	252,040	252,040	-13,920	-13,920

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	038.07:20PM	88-20-21-153-010
BODDAKAYALA, BHASKARA		915 PORTSMOUTH

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW IN ORDER TO ESTABLISH A VALUE LESS THAN WHAT HE PAID FOR THE HOME IN JULY OF 2015. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
143,240	143,240	143,240	143,240	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	039.07:30PM	88-20-17-304-003
JANOWICZ, KEVIN E & SARAH M		4394 BIRCH RUN

THE PETITIONER SUBMITTED COMPARABLES FOR THE BOARD TO REVIEW AND TO SUPPORT THEIR PURCHASE PRICE. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$232,500.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
247,690	247,690	232,500	232,500	-15,190	-15,190

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	040.07:50PM	88-20-18-130-006
JASTI, KISHAN K		2545 BEACHVIEW CT

THE PETITIONER SUBMITTED AN APPRAISAL FOR THE BOARD TO REVIEW. HE FELT THE VALUE WAS LOWER THAN HIS 2014 PURCHASE PRICE, AND FELT THE IMPROVEMENTS HE MADE TO THE HOME DID NOT ADD ANY VALUE. THE BOARD VOTED NO CHANGE.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
480,580	469,620	480,580	469,620	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/15/2016	041.08:00PM	88-20-30-126-014

2016 March Board of Review Report

MC DONALD, ANNA

960 NAMPA

THE PETITIONER SUBMITTED COMPARABLES FROM THE SALES STUDY FOR THE BOARD TO REVIEW. HE COMPARED HIS 2,000 SQUARE FOOT BUNGALOW VALUE TO 1,200 AND 1,300 SQUARE FOOT RANCHES. HE ALSO HAD QUESTIONS ABOUT THE SALES STUDY FOR 2007. THE BOARD VOTED TO REDUCE THE ASSESSED AND TAXABLE VALUE TO \$161,250.

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
166,120	166,120	161,250	161,250	-4,870	-4,870

2016

Board of Review

Minutes

TUESDAY, MARCH 22, 2016

1:00 PM - The 2016 Board of Review met for the fourth session at the Troy City offices. Frank Strahl called the meeting to order. Also present were James Hatch, Howard Adams, and City Assessor, Nino Licari, serving as the Secretary. There were no in person appeals to be heard on this day. The Board then moved on to study items including Correspondence Appeals, Poverty Exemptions, Assessor Changes and Veterans Exemptions. The Board adjourned at 2:00 PM.

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Board of Review

Minutes

TUESDAY, MARCH 22, 2016

1:00 - 2:00 PM - The following listing is for Assessor Changes that occur after the Board of Review has opened, named Board Affidavits. These agreements can only be authorized by the Board. An affidavit is signed by the Petitioner and the Representative from the Assessing Department, and then presented to the Board for their concurrence.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-03-279-011
MURPHY, JOHN A & KATHLEEN K		914 MARENGO

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
104,840	104,840	92,500	92,500	-12,340	-12,340

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-04-153-018
DEWOLFE, SUSANNE M		914 KEATON

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
164,840	164,840	157,500	157,500	-7,340	-7,340

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-04-478-006
TOKES, LIANA C		6110 NILES

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
103,230	103,230	85,000	85,000	-18,230	-18,230

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-06-127-003
MARTYNIUK, COREY M & JAYNE J		6934 DUBLIN FAIR

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
122,740	122,740	106,950	106,950	-15,790	-15,790

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-06-352-026
BOLOGNA, SILVANO & SUSAN M		2577 MANCHESTER

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
388,250	277,950	357,500	277,950	-30,750	0

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-08-101-004
SREEDHAR, VIVEK & SUPRIYA		5741 FAIRCASTLE

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
160,600	160,600	151,250	151,250	-9,350	-9,350

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-10-402-006
MATTIA, RAMSEY & SANDRA		604 SYLVANWOOD

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
161,160	101,910	142,500	101,910	-18,660	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-12-427-019
KUMARAN, DURAISAMY & LAVANYA		2709 SANTIA

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
202,220	202,220	200,000	200,000	-2,220	-2,220

Appeal Date	Appeal # / Time	Parcel ID #
03/21/2016	AC	88-20-18-152-004
AN, HONGGANG & XIN, LE		2987 ORCHARD TRAIL

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
206,420	206,420	194,000	194,000	-12,420	-12,420

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-18-276-012
BAJJII, SREENIVASULU		4720 PIER

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
253,780	253,780	242,250	242,250	-11,530	-11,530

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-23-101-015
YANG, FANG & MO, LUN		1290 JUDY

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
160,990	160,990	152,500	152,500	-8,490	-8,490

Appeal Date	Appeal # / Time	Parcel ID #
03/21/2016	AC	88-20-23-352-024
GFA DEVELOPMENT		1065 HARTLAND

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
59,230	59,230	37,500	37,500	-21,730	-21,730

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	AC	88-20-30-102-019
BHARADIYA, ANIL & POONAM ANIL		1433 WRENWOOD

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
143,180	143,180	137,000	137,000	-6,180	-6,180

2016

Board of Review

Minutes

TUESDAY, MARCH 22, 2016

1:00 - 2:00 PM - The following listing is for Correspondence Appeals. These are written appeals that the Board considers for change. The results follow.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
09/22/2016	C01.01:00PM	88-20-07-227-009
LEE, SUNG KYO & JUNG		5936 CLEARVIEW

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
525,910	253,450	525,910	253,450	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C02.01:00PM	88-20-11-104-024
HAQUE, MOHAMMAD S & MANJUR		5801 MUIRFIELD

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
190,340	151,740	190,340	151,740	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C03.01:00PM	88-20-11-353-013
BROOKS, TIMOTHY J		1086 ASHLEY

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
107,720	84,260	82,720	63,660	-25,000	-20,600

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C04.01:00PM	88-20-12-128-031
MARTUCCI, JOSEPH & GERALDINE		5823 CLIFFSIDE

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
127,920	68,680	125,100	68,680	-2,820	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C05.01:00PM	88-20-18-127-001
MERAM, BASAM & COLINE		2681 W LONG LAKE

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
889,910	717,640	889,910	717,640	0	0

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C06.01:00PM	88-20-20-327-027
YANUMULA, VENKAT S		3458 GRESHAM

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
315,870	315,870	315,870	315,870	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C07.01:00PM	88-20-27-276-006
TROY HOTEL REAL ESTATE LLC		

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
48,150	48,150	25,000	25,000	-23,150	-23,150

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C08.01:00PM	88-20-28-431-027
MC COMB, KENNETH L & LINDA M		169 OLYMPIA

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
48,960	41,650	32,500	32,500	-16,460	-9,150

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C09.01:00PM	88-20-35-400-021
SEARS ROEBUCK & CO #1490		300 W FOURTEEN MILE

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
6,787,560	4,392,020	6,787,560	4,392,020	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C10.01:00PM	88-20-36-426-092
MC NABB, MATHEW		33801 DEQUINDRE

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
460,550	432,650	460,550	432,650	0	0

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C11.01:00PM	88-99-00-060-945
FUTURISTIC ARTWEAR INC		1934 AUSTIN

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
84,660	84,660	84,660	84,660	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C12.01:00PM	88-99-00-340-800
CARTRIDGE WORLD		3281 ROCHESTER

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
3,870	3,870	3,870	3,870	0	0

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	C13.01:00PM	88-99-00-397-980
EMPIRE EMBROIDERY INC		1712 THUNDERBIRD

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
92,690	92,690	92,690	92,690	0	0

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Board of Review

Minutes

TUESDAY, MARCH 22, 2016

1:00 - 2:00 PM - Resident taxpayers who by reason of Poverty of Hardship, are unable to contribute to the public good, may have their taxes exempted for a one year period. They must meet income and asset guidelines adopted by the City Council. The Board and the Assessor must agree to the exemption.

2016 March Board of Review Report

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	PE01.02:00PM	88-20- -152-005

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
87,830	60,350	0	0	-87,830	-60,350

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	PE02.02:00PM	88-20- -201-061

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
169,880	139,060	0	0	-169,880	-139,060

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	PE03.02:00PM	88-20- -151-002

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
92,430	38,360	0	0	-92,430	-38,360

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	PE04.02:00PM	88-20- -253-004

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
89,230	72,310	0	0	-89,230	-72,310

Appeal Date	Appeal # / Time	Parcel ID #
03/22/2016	PE05.02:00PM	88-20- -155-012

2015 A/V	2015 T/V	2015 BoR A/V	2015 BoR T/V	Change A/V	Change T/V
115,610	92,120	115,610	92,120	0	0

2016 March Board of Review Report

Appeal Date 03/22/2016	Appeal # / Time PE06.02:00PM	Parcel ID # 88-20- -352-020
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2015 A/V 96,040	2015 T/V 91,630	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -96,040	Change T/V -91,630
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Appeal Date 03/22/2016	Appeal # / Time PE07.02:00PM	Parcel ID # 88-20- -377-009
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2015 A/V 98,470	2015 T/V 78,780	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -98,470	Change T/V -78,780
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Appeal Date 03/22/2016	Appeal # / Time PE08.02:00PM	Parcel ID # 88-20- -102-031
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2015 A/V 115,370	2015 T/V 95,660	2015 BoR A/V 115,370	2015 BoR T/V 95,660	Change A/V 0	Change T/V 0
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Appeal Date 03/22/2016	Appeal # / Time PE09.02:00PM	Parcel ID # 88-20- -153-001
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2015 A/V 134,040	2015 T/V 97,380	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -134,040	Change T/V -97,380
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Appeal Date 03/22/2016	Appeal # / Time PE10.02:00PM	Parcel ID # 88-20- -253-031
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2015 A/V 121,380	2015 T/V 102,590	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -121,380	Change T/V -102,590
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2016 March Board of Review Report

Appeal Date 03/22/2016	Appeal # / Time PE11.02:00PM	Parcel ID # 88-20- -377-046
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2015 A/V 102,260	2015 T/V 76,180	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -102,260	Change T/V -76,180
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Appeal Date 03/22/2016	Appeal # / Time PE12.02:00PM	Parcel ID # 88-20- -428-014
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2015 A/V 90,870	2015 T/V 76,620	2015 BoR A/V 90,870	2015 BoR T/V 76,620	Change A/V 0	Change T/V 0
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Appeal Date 03/22/2016	Appeal # / Time PE13.02:00PM	Parcel ID # 88-20- -132-001
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2015 A/V 50,800	2015 T/V 50,800	2015 BoR A/V 50,800	2015 BoR T/V 50,800	Change A/V 0	Change T/V 0
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Appeal Date 03/22/2016	Appeal # / Time PE14.02:00PM	Parcel ID # 88-20- -229-016
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2015 A/V 82,820	2015 T/V 65,330	2015 BoR A/V 82,820	2015 BoR T/V 65,330	Change A/V 0	Change T/V 0
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Appeal Date 03/22/2016	Appeal # / Time PE15.02:00PM	Parcel ID # 88-20- -481-012
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2015 A/V 140,210	2015 T/V 83,700	2015 BoR A/V 0	2015 BoR T/V 0	Change A/V -140,210	Change T/V -83,700
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2016

Board of Review

Minutes

TUESDAY, MARCH 22, 2016

1:00 - 2:00 PM - The State of Michigan adopted changes to the existing Veteran's Exemption for the 2014 year. Qualification is much simpler, and less strict. The exemption application must be filed each year. For the 2016 year, the following Veteran's Exemptions were approved.

2016 March Board of Review Report

2016 Veterans Exemptions

(All Approved and A/V & T/V set to 0 {zero})

#	Parcel ID	Name	2016 Applied & Approved	2016 A/V	2016 T/V	2016 MBoR A/V T/VTXB L	NEW/ LOSS
VE01	88-20--451-018		03/22/16	0	0	0	0
VE02	88-20--132-008		03/22/16	0	0	0	0
VE03	88-20--203-009		03/22/16	0	0	0	0
VE04	88-20--103-003		03/22/16	0	0	0	0
VE05	88-20--177-001		03/22/16	0	0	0	0
VE06	88-20--277-006		03/22/16	0	0	0	0
VE07	88-20--257-004		03/22/16	0	0	0	0
VE08	88-20--427-008		03/22/16	0	0	0	0
VE09	88-20--428-033		03/22/16	0	0	0	0
VE10	88-20--152-006		03/22/16	0	0	0	0
VE11	88-20--376-010		03/22/16	0	0	0	0
VE12	88-20--176-050		03/22/16	0	0	0	0
VE13	88-20--377-012		03/22/16	0	0	0	0
VE14	88-20--426-002		03/22/16	0	0	0	0
VE15	88-20--153-003		03/22/16	0	0	0	0
VE16	88-20--226-008		03/22/16	0	0	0	0
VE17	88-20--351-043		03/22/16	0	0	0	0
VE18	88-20--379-010		03/22/16	0	0	0	0
VE19	88-20--103-020		03/22/16	0	0	0	0
VE20	88-20--204-009		03/22/16	0	0	0	0
VE21	88-20--278-004		03/22/16	0	0	0	0
VE22	88-20--202-006		03/22/16	0	0	0	0
VE23	88-20--353-012		03/22/16	0	0	0	0
VE24	88-20--477-014		03/22/16	0	0	0	0
VE25	88-20--427-003		03/22/16	0	0	0	0
VE26	88-20--155-002		03/22/16	0	0	0	0
VE27	88-20--226-041		03/22/16	0	0	0	0
VE28	88-20--302-019		03/22/16	0	0	0	0
VE29	88-20--404-003		03/22/16	0	0	0	0
VE30	88-20--131-023		03/22/16	0	0	0	0
VE31	88-20--182-013		03/22/16	0	0	0	0
VE32	88-20--310-023	New in 2016	03/22/16	102,420	80,050	0	(88,130)
VE33	88-20--326-008		03/22/16	0	0	0	0
VE34	88-20--478-009		03/22/16	0	0	0	0
VE35	88-20--357-010		03/22/16	0	0	0	0
VE36	88-20--101-013		03/22/16	0	0	0	0
Totals					3,507,330	(3,507,330)	

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Parcel ID	2016 A/V	2016 T/V	BoR A/V	BoR T/V	Change A/V	Change T/V	Pet#	Time	Date	Page
88-20-02-253-033	207,150	161,210	200,000	161,210	(7,150)	0	032	06:00PM	03/15/16	13
88-20-03-279-011	104,840	104,840	92,500	92,500	(12,340)	(12,340)	AC01	01:00PM	03/22/16	19
88-20-03-301-069	229,000	227,950	229,000	227,950	0	0	028	04:00PM	03/14/16	10
88-20-03-401-006	467,850	462,490	400,000	400,000	(67,850)	(62,490)	022	11:10AM	03/14/16	9
88-20-03-401-014	250,320	133,850	250,320	133,850	0	0	031	04:30PM	03/15/16	12
88-20-04-153-007	179,750	179,750	170,000	170,000	(9,750)	(9,750)	009	06.40PM	03/08/16	4
88-20-04-153-018	164,840	164,840	157,500	157,500	(7,340)	(7,340)	AC02	01:00PM	03/22/16	19
88-20-04-276-064	271,200	271,200	255,000	255,000	(16,200)	(16,200)	004	03:40PM	03/08/16	2
88-20-04-326-006	117,320	87,980	117,320	87,980	0	0	029	03:00PM	03/15/16	12
88-20-04-478-006	103,230	103,230	85,000	85,000	(18,230)	(18,230)	AC03	01:00PM	03/22/16	19
88-20-05-153-026	338,200	338,200	338,200	338,200	0	0	010	07:00PM	03/08/16	4
88-20-05-301-068	340,520	340,520	340,520	340,520	0	0	021	09:40AM	03/14/16	9
88-20-05-353-017	248,560	248,560	220,000	220,000	(28,560)	(28,560)	026	03:40PM	03/14/16	10
88-20-06-127-003	122,740	122,740	106,950	106,950	(15,790)	(15,790)	AC04	01:00PM	03/22/16	19
88-20-06-352-026	388,250	277,950	357,500	277,950	(30,750)	0	AC05	01:00PM	03/22/16	19
88-20-07-102-037	265,960	265,960	252,040	252,040	(13,920)	(13,920)	037	07:00PM	03/15/16	14
88-20-07-127-012	212,220	212,220	179,000	179,000	(33,220)	(33,220)	002	01:10PM	03/08/16	2
88-20-07-151-053	170,930	96,020	170,930	96,020	0	0	001	01:00PM	03/08/16	2
88-20-07-227-009	525,910	253,450	525,910	253,450	0	0	C01	01:00PM	03/22/16	23
88-20-07-276-004	214,240	214,240	175,000	175,000	(39,240)	(39,240)	014	07:40PM	03/08/16	5
88-20-08-101-004	160,600	160,600	151,250	151,250	(9,350)	(9,350)	AC06	01:00PM	03/22/16	20
88-20-09-226-005	281,850	281,850	250,000	250,000	(31,850)	(31,850)	003	03:30PM	03/08/16	2
88-20-10-402-006	161,160	101,910	142,500	101,910	(18,660)	0	AC07	01:00PM	03/22/16	20
88-20-10-427-004	226,500	217,370	226,500	217,370	0	0	025	01:10AM	03/14/16	10
88-20-11-104-024	190,340	151,740	190,340	151,740	0	0	C02	01:00PM	03/22/16	23
88-20-11-353-013	107,720	84,260	82,720	63,660	(25,000)	(20,600)	C03	01:00PM	03/22/16	23
88-20-12-128-031	127,920	68,680	125,100	68,680	(2,820)	0	C04	01:00PM	03/22/16	23
88-20-12-427-008	195,840	162,420	195,840	162,420	0	0	023	11:30AM	03/14/16	9
88-20-12-427-019	202,220	202,220	200,000	200,000	(2,220)	(2,220)	AC08	01:00PM	03/22/16	20
88-20-13-205-002	98,620	98,620	97,500	97,500	(1,120)	(1,120)	012	07:20PM	03/08/16	5
88-20-14-102-030	96,170	93,790	50,000	50,000	(46,170)	(43,790)	036	06:50PM	03/15/16	14
88-20-14-126-011	164,180	164,180	164,180	164,180	0	0	024	01:00PM	03/14/16	9
88-20-17-251-014	199,670	199,670	165,000	165,000	(34,670)	(34,670)	033	06:20PM	03/15/16	13
88-20-17-276-012	252,790	245,520	214,140	214,140	(38,650)	(31,380)	018	09:10AM	03/14/16	8
88-20-17-304-003	247,690	247,690	232,500	232,500	(15,190)	(15,190)	039	07:30PM	03/15/16	15
88-20-17-351-015	338,880	325,480	320,000	320,000	(18,880)	(5,480)	011	07:10PM	03/08/16	4
88-20-17-379-006	215,290	215,290	207,500	207,500	(7,790)	(7,790)	007	06.10PM	03/08/16	3
88-20-18-127-001	889,910	717,640	889,910	717,640	0	0	C05	01:00PM	03/22/16	23
88-20-18-130-006	480,580	469,620	480,580	469,620	0	0	040	07:50PM	03/15/16	15
88-20-18-152-004	206,420	206,420	194,000	194,000	(12,420)	(12,420)	AC09	01:00PM	03/22/16	20
88-20-18-176-005	226,850	226,850	215,000	215,000	(11,850)	(11,850)	027	03:50PM	03/14/16	10
88-20-18-276-012	253,780	253,780	242,250	242,250	(11,530)	(11,530)	AC10	01:00PM	03/22/16	20
88-20-20-226-127	318,480	318,480	295,270	295,270	(23,210)	(23,210)	017	09:00AM	03/14/16	8
88-20-20-327-027	315,870	315,870	315,870	315,870	0	0	C06	01:00PM	03/22/16	24
88-20-20-401-009	457,220	416,480	385,920	385,920	(71,300)	(30,560)	030	04:00PM	03/15/16	12
88-20-20-401-031	446,300	437,770	375,000	375,000	(71,300)	(62,770)	035	06:40PM	03/15/16	14
88-20-20-427-038	381,910	381,910	375,000	375,000	(6,910)	(6,910)	015	07:50PM	03/08/16	5
88-20-21-101-010	209,410	208,140	209,410	208,140	0	0	005	04:20PM	03/08/16	3

2016 March Board of Review

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Parcel ID	2016 A/V	2016 T/V	BoR A/V	BoR T/V	Change A/V	Change T/V	Pet#	Time	Date	Page
88-20-21-153-010	143,240	143,240	143,240	143,240	0	0	038	07:20PM	03/15/16	15
88-20-21-278-004	276,520	247,300	238,130	238,130	(38,390)	(9,170)	008	06:20PM	03/08/16	4
88-20-23-101-015	160,990	160,990	152,500	152,500	(8,490)	(8,490)	AC11	01:00PM	03/22/16	21
88-20-23-352-024	59,230	59,230	37,500	37,500	(21,730)	(21,730)	AC12	01:00PM	03/22/16	21
88-20-23-406-024	130,500	130,500	130,500	130,500	0	0	013	07:30PM	03/08/16	5
88-20-24-302-005	109,120	95,140	90,000	90,000	(19,120)	(5,140)	019	09:20AM	03/14/16	8
88-20-27-276-006	48,150	48,150	25,000	25,000	(23,150)	(23,150)	C07	01:00PM	03/22/16	24
88-20-28-431-027	48,960	41,650	32,500	32,500	(16,460)	(9,150)	C08	01:00PM	03/22/16	24
88-20-30-102-019	143,180	143,180	137,000	137,000	(6,180)	(6,180)	AC13	01:00PM	03/22/16	21
88-20-30-126-014	166,120	166,120	161,250	161,250	(4,870)	(4,870)	041	08:00PM	03/15/16	15-16
88-20-30-126-046	289,710	289,710	250,000	250,000	(39,710)	(39,710)	020	09:30AM	03/14/16	8
88-20-35-354-017	91,410	91,410	89,950	89,950	(1,460)	(1,460)	034	06:30PM	03/15/16	13
88-20-35-400-021	6,787,560	4,392,020	6,787,560	4,392,020	0	0	C09	01:00PM	03/22/16	24
88-20-36-127-015	101,420	101,420	90,000	90,000	(11,420)	(11,420)	016	08:00PM	03/08/16	6
88-20-36-227-013	25,000	25,000	25,000	25,000	0	0	006	06:00PM	03/08/16	3
88-20-36-227-014	71,150	71,150	60,000	60,000	(11,150)	(11,150)	006	06:05PM	03/08/16	3
88-20-36-426-092	460,550	432,650	460,550	432,650	0	0	C10	01:00PM	03/22/16	24
88-99-00-060-945	84,660	84,660	84,660	84,660	0	0	C11	01:00PM	03/22/16	25
88-99-00-340-800	3,870	3,870	3,870	3,870	0	0	C12	01:00PM	03/22/16	25
88-99-00-397-980	92,690	92,690	92,690	92,690	0	0	C13	01:00PM	03/22/16	25
88-20-XX-152-005	87,830	60,350	0	0	(87,830)	(60,350)	PE01	01:00PM	03/22/16	27
88-20-XX-201-061	169,880	139,060	0	0	(169,880)	(139,060)	PE02	01:00PM	03/22/16	27
88-20-XX-151-002	92,430	38,360	0	0	(92,430)	(38,360)	PE03	01:00PM	03/22/16	27
88-20-XX-253-004	89,230	72,310	0	0	(89,230)	(72,310)	PE04	01:00PM	03/22/16	27
88-20-XX-155-012	115,610	92,120	115,610	92,120	0	0	PE05	01:00PM	03/22/16	27
88-20-XX-352-020	96,040	91,630	0	0	(96,040)	(91,630)	PE06	01:00PM	03/22/16	28
88-20-XX-377-009	98,470	78,780	0	0	(98,470)	(78,780)	PE07	01:00PM	03/22/16	28
88-20-XX-102-031	115,370	95,660	115,370	95,660	0	0	PE08	01:00PM	03/22/16	28
88-20-XX-153-001	134,040	97,380	0	0	(134,040)	(97,380)	PE09	01:00PM	03/22/16	28
88-20-XX-253-031	121,380	102,590	0	0	(121,380)	(102,590)	PE10	01:00PM	03/22/16	28
88-20-XX-377-046	102,260	76,180	0	0	(102,260)	(76,180)	PE11	01:00PM	03/22/16	29
88-20-XX-428-014	90,870	76,620	90,870	76,620	0	0	PE12	01:00PM	03/22/16	29
88-20-XX-132-001	50,800	50,800	50,800	50,800	0	0	PE13	01:00PM	03/22/16	29
88-20-XX-229-016	82,820	65,330	82,820	65,330	0	0	PE14	01:00PM	03/22/16	29
88-20-XX-481-012	140,210	83,700	0	0	(140,210)	(83,700)	PE15	01:00PM	03/22/16	29
88-20-XX-451-018	0	0	0	0	0	0	VE01	01:00PM	03/22/16	31
88-20-XX-132-008	0	0	0	0	0	0	VE02	01:00PM	03/22/16	31
88-20-XX-203-009	0	0	0	0	0	0	VE03	01:00PM	03/22/16	31
88-20-XX-103-003	0	0	0	0	0	0	VE04	01:00PM	03/22/16	31
88-20-XX-177-001	0	0	0	0	0	0	VE05	01:00PM	03/22/16	31
88-20-XX-277-006	0	0	0	0	0	0	VE06	01:00PM	03/22/16	31
88-20-XX-257-004	0	0	0	0	0	0	VE07	01:00PM	03/22/16	31
88-20-XX-427-008	0	0	0	0	0	0	VE08	01:00PM	03/22/16	31
88-20-XX-428-033	0	0	0	0	0	0	VE09	01:00PM	03/22/16	31
88-20-XX-152-006	0	0	0	0	0	0	VE10	01:00PM	03/22/16	31
88-20-XX-376-010	0	0	0	0	0	0	VE11	01:00PM	03/22/16	31
88-20-XX-176-050	0	0	0	0	0	0	VE12	01:00PM	03/22/16	31
88-20-XX-377-012	0	0	0	0	0	0	VE13	01:00PM	03/22/16	31

2016 March Board of Review

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Parcel ID	2016 A/V	2016 T/V	BoR A/V	BoR T/V	Change A/V	Change T/V	Pet#	Time	Date	Page
88-20-XX-426-002	0	0	0	0	0	0	VE14	01:00PM	03/22/16	31
88-20-XX-153-003	0	0	0	0	0	0	VE15	01:00PM	03/22/16	31
88-20-XX-226-008	0	0	0	0	0	0	VE16	01:00PM	03/22/16	31
88-20-XX-351-043	0	0	0	0	0	0	VE17	01:00PM	03/22/16	31
88-20-XX-379-010	0	0	0	0	0	0	VE18	01:00PM	03/22/16	31
88-20-XX-103-020	0	0	0	0	0	0	VE19	01:00PM	03/22/16	31
88-20-XX-204-009	0	0	0	0	0	0	VE20	01:00PM	03/22/16	31
88-20-XX-278-004	0	0	0	0	0	0	VE21	01:00PM	03/22/16	31
88-20-XX-202-006	0	0	0	0	0	0	VE22	01:00PM	03/22/16	31
88-20-XX-353-012	0	0	0	0	0	0	VE23	01:00PM	03/22/16	31
88-20-XX-477-014	0	0	0	0	0	0	VE24	01:00PM	03/22/16	31
88-20-XX-427-003	0	0	0	0	0	0	VE25	01:00PM	03/22/16	31
88-20-XX-155-002	0	0	0	0	0	0	VE26	01:00PM	03/22/16	31
88-20-XX-226-041	0	0	0	0	0	0	VE27	01:00PM	03/22/16	31
88-20-XX-302-019	0	0	0	0	0	0	VE28	01:00PM	03/22/16	31
88-20-XX-404-003	0	0	0	0	0	0	VE29	01:00PM	03/22/16	31
88-20-XX-131-023	0	0	0	0	0	0	VE30	01:00PM	03/22/16	31
88-20-XX-182-013	0	0	0	0	0	0	VE31	01:00PM	03/22/16	31
88-20-XX-310-023	0	0	0	0	0	0	VE32	01:00PM	03/22/16	31
88-20-XX-326-008	0	0	0	0	0	0	VE33	01:00PM	03/22/16	31
88-20-XX-478-009	0	0	0	0	0	0	VE34	01:00PM	03/22/16	31
88-20-XX-357-010	0	0	0	0	0	0	VE35	01:00PM	03/22/16	31
88-20-XX-101-013	0	0	0	0	0	0	VE36	01:00PM	03/22/16	31

Thank You

To the Tray Police Dept. -

We noticed you making a number of traffic stops on our road - Beach Rd between Wattles & Long Lake - last Friday, Jan 29th. People speed down our road way too often, so Thank You very much !!

Michelle & Kirk
Down
Beach Rd.

RECEIVED
CHIEF OF POLICE
Guy Mayer

POLICE OFFICER SEAN MORSE -
SEAN - THANK YOU FOR DOING SELECTIVE ENFORCEMENTS OF SPEED VIOLATORS AND MAKING OUR CITIZENS HAPPY.
Sean



Protecting What Matters

March 7, 2016

Chief of Police Gary G. Mayer
City of Troy
500 West Big Beaver
Troy, Michigan 48084

Dear Chief Mayer,

I would like to take this opportunity to thank one of your officers, Detective Todd Guske, who supported our security risk strategy for one of our clients in your city. A major corporation requested our assistance in providing a safe and secure environment for a sensitive workplace employment termination. Through our network at the United States Secret Service in Detroit, we were referred to Detective Guske for his insight and guidance.

As you know, workplace terminations can have tragic consequences. We advise our clients to treat every termination as a security event - and to implement a higher level of care when terminations are due to concerning behaviors.

Although this was not a criminal investigation and the employee did not violate any laws, Detective Guske appreciated the fact that our primary goal in this process was to ensure a safe workplace. After we gathered information about the employee, we determined that ensuring a secure environment in the workplace was paramount. Detective Guske's professionalism and proactive efforts using a preventive approach were greatly appreciated. His insight and expertise were invaluable to this process.

Hillard Heintze is one of the leading investigation and security risk management companies in the United States. Our security consulting firm helps protect people, performance, interests and reputations. We do this by offering investigative, security and law enforcement consulting and advisory services worldwide that provide insight, deliver assurance and instill confidence.

Please convey our sincere thanks to Detective Guske. We are confident that your community is a safe place to work and live in large part due to the exceptional quality of officers like Detective Guske.

Sincerely,
HILLARD HEINTZE LLC

Arnette F. Heintze
Chief Executive Officer

RECEIVED
CHIEF OF POLICE

POLICE OFFICER TODD GUSKE
TODD - THANK YOU FOR YOUR PROFESSIONAL
HANDLING OF THIS MATTER.