



# **TROY CITY COUNCIL**

## **Regular Meeting Agenda Revised**

**January 12, 2026**  
Convening at 7:30 PM

**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](mailto:clerk@troymi.gov) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

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

Dear Mayor and City Council Members,

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

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

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

Respectfully,

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

Frank Nastasi  
City Manager



**Chapter 14A- Elected and Appointed Persons' Ethics Ordinance  
Section 14.3 Annual Training and Acknowledgment**

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

Signed this 17th day of November, 2025.

A handwritten signature in blue ink, appearing to read "Ethan Baker".

---

Mayor Ethan Baker

A handwritten signature in blue ink, appearing to read "Annalisa Bluhm".

---

Council Member Annalisa Bluhm

A handwritten signature in blue ink, appearing to read "Theresa Brooks".

---

Council Member Theresa Brooks

A handwritten signature in blue ink, appearing to read "Rebecca Chamberlain".

---

Council Member Rebecca Chamberlain

A handwritten signature in blue ink, appearing to read "Hiram Chanda".

---

Mayor Pro Tem Hiram Chanda

A handwritten signature in blue ink, appearing to read "Mark Gunn".

---

Council Member Mark Gunn

A handwritten signature in blue ink, appearing to read "David Hamilton".

---

Council Member David Hamilton





# CITY COUNCIL AGENDA (Revised)

January 12, 2026 - 7:30 PM

City Council Chambers

500 W. Big Beaver Road

Troy, Michigan 48084

(248) 524-3316

View the Meeting Live at: [www.troymi.gov/webcast](http://www.troymi.gov/webcast) or on Local Access Cable Channels (WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

**INVOCATION: Pastor Debbie Stottele from Troy Church of the Nazarene**

**PLEDGE OF ALLEGIANCE:**

**A. CALL TO ORDER:**

**B. ROLL CALL:**

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

C.1. Legislative Update by State Representative Sharon MacDonell

**D. CARRYOVER ITEMS:**

D.1. No Carryover Items

**E. PUBLIC HEARINGS:**

E.1. City of Troy 2026-2030 Parks and Recreation Master Plan - Public Hearing

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

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

**H. POSTPONED ITEMS:**

H.1. No Postponed Items

**I. REGULAR BUSINESS:**

- I.1. Board and Committee Appointments: a) Mayoral Appointments - Global Troy Advisory Committee; b) City Council Appointments - Liquor Advisory Committee, Parks and Recreation Board, Traffic Committee**
- I.2. Board and Committee Nominations: a) Mayoral Nominations - Board of Review, Global Troy Advisory Committee; b) City Council Nominations - Employees Retirement System Board of Trustees/Retiree Healthcare Benefits Plan & Trust, Southeastern Michigan Council of Governments (SEMCOG)**
- I.3. Request for Closed Session**
- I.4. Amendments to City Code - Title I Chapter 10 - Employees Retirement System**
- I.5. Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchasing Contracts - Sanitary Sewer Lift Station Emergency Power Generator Purchase and Installation; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Electric and Gas Utility Installation and Budget Amendment (Introduced by: Jason Schmidt, Water & Sewer Operations Manager)**

**J. CONSENT AGENDA:**

- J.1.a Approval of “J” Items NOT Removed for Discussion**
- J.1.b Address of “J” Items Removed for Discussion by City Council**
- J.2. Approval of City Council Minutes**
- J.2.a. City Council Minutes-Draft - December 15, 2025**
- J.3. Proposed City of Troy Proclamations: None Submitted**
- J.4. Standard Purchasing Resolutions: None Submitted**
- J.5. Request for Acceptance of Six Permanent Easements, Eckford Development, LLC, Sidwell #88-20-251-017 & -026**
- J.6. Bid Waiver — Bus Transportation Services**
- J.7. Andrew Magadanz v. City of Troy**
- J.8. Bid Waiver – Professional Services - Center for Internet Security, Inc. - Managed Detection and Response Services**

**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 FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**
- N. **COUNCIL REFERRALS:**
  - N.1. **No Council Referrals Submitted**
- O. **REPORTS:**
  - O.1. **Minutes – Boards and Committees: None Submitted**
  - O.2. **Department Reports:**
    - O.2.a. **2025 State Treasurer Reports for Local Development Finance Authority (LDFA) and Troy Downtown Development Authority (TDDA)**
    - O.2.b. **Q4 Economic Development Report**
    - O.2.c. **Fourth Quarter Litigation Report**
  - O.3. **Letters of Appreciation:**
    - O.3.a. **Letter of Appreciation to Recreation Staff**
  - O.4. **Proposed Proclamations/Resolutions from Other Organizations: None Submitted**
  - O.5. **Notice of Hearing for the Gas Customers of Consumers Energy Company - Case No. U-21981**
  - O.6. **Notice of Hearing for the Electric Customers of DTE Electric Company - Case No. U-21772**
- P. **COUNCIL COMMENTS:**
  - P.1. **No Council Comments**

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

**R. CLOSED SESSION**

**R.1. Closed Session**

**S. ADJOURNMENT**

**2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

Saturday, January 17, 2026	2026 Advance
Monday, January 26, 2026	Special Meeting - City Manager & City Attorney Evaluations
Wednesday, March 25, 2026	Special Meeting - City Manager & City Attorney Evaluations
Monday, April 13, 2026	Special Meeting - Proposed 2026 Budget
Wednesday, April 15, 2026 (as needed)	Special Meeting - Proposed 2026 Budget

**2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

January 12, 2026	Regular Meeting
January 26, 2026	Regular Meeting
February 9, 2026	Regular Meeting
February 23, 2026	Regular Meeting
March 2, 2026	Regular Meeting
March 23, 2026	Regular Meeting
April 6, 2026	Regular Meeting
April 27, 2026	Regular Meeting
May 11, 2026	Regular Meeting
May 18, 2026	Regular Meeting
June 15, 2026	Regular Meeting
June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting



# CITY COUNCIL AGENDA (Revised)

January 12, 2026 - 7:30 PM

City Council Chambers

500 W. Big Beaver Road

Troy, Michigan 48084

(248) 524-3316

View the Meeting Live at: [www.troy.mi.gov/webcast](http://www.troy.mi.gov/webcast) or on Local Access Cable Channels (WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

**INVOCATION: Pastor Debbie Stottele from Troy Church of the Nazarene**

## **PLEDGE OF ALLEGIANCE:**

### **A. CALL TO ORDER:**

### **B. ROLL CALL:**

- a) Mayor Ethan Baker
- Annalisa Bluhm
- Theresa Brooks
- Rebecca A. Chamberlain
- Hirak Chanda
- Mark Gunn
- David Hamilton

### Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council Meeting of \_\_\_\_\_, due to \_\_\_\_\_.

Yes:

No:

### **C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

C.1. Legislative Update by State Representative Sharon MacDonell

### **D. CARRYOVER ITEMS:**

D.1. No Carryover Items

**E. PUBLIC HEARINGS:**

**E.1. City of Troy 2026-2030 Parks and Recreation Master Plan - Public Hearing**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

WHEREAS, The Planning Department, Recreation Department and Department of Public Works jointly developed the City of Troy 2026-2030 Parks and Recreation Master Plan; and,

WHEREAS, The Plan identifies recreational need in the City and includes an Action Plan for recreation improvements over the next five years; and,

WHEREAS, The Plan is a policy document and is non-binding and does not fiscally obligate the City of Troy in any way; and,

WHEREAS, Public input was achieved using a wide range of methods, including an online Parks and Recreation survey, Pop-Up survey at community events, signs posted in parks with a QR code to the survey, Parks and Recreation Advisory Board public meetings, and public notification of opportunities for public input published in local newspapers; and,

WHEREAS, The Parks and Recreation Advisory Committee recommended approval of the Plan at their November 20, 2025 meeting;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council **CONCURS** in the recommendations of the Parks and Recreation Advisory Board, and **APPROVES** the City of Troy 2026-2030 Parks and Recreation Master Plan, as revised with corrections.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the transmittal of the 2026-2030 Parks and Recreation Master Plan to the Michigan Department of Natural Resources for approval.

Yes:

No:

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

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

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

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen

(15) minute presentation time that may be extended with the majority consent of City Council.

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

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

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

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

**H. POSTPONED ITEMS:**

H.1. No Postponed Items

**I. REGULAR BUSINESS:**

I.1. **Board and Committee Appointments: a) Mayoral Appointments - Global Troy Advisory Committee; b) City Council Appointments - Liquor Advisory Committee, Parks and Recreation Board, Traffic Committee**

a) **Mayoral Appointments:**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

[Global Troy Advisory Committee](#)

Appointed by Mayor

12 Regular Members

3 Year Term

**Nominations to the Global Troy Advisory Committee:**

Term Expires: 7/31/2026	Everett Marshall	Athens High School Student Rep.
	Term currently held by: Vacant	
Term Expires: 7/31/2026	Seojin Sarah Lee	Troy High School Student Rep
	Term currently held by: Vacant	

Yes:

No:

**b) City Council Appointments:**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Nominations to the Liquor Advisory Committee:**

Term Expires: 1/31/2027	Karen Amato
	Term currently held by: Annalisa Bluhm resigned

**Parks and Recreation Board**

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

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

**Nominations to the Parks and Recreation Board:**

Term Expires: 9/30/2027	Tina Catron
	Term currently held by: John Shepherd resigned

**Traffic Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Nominations to the Traffic Committee:**

<b>Term Expires: 7/31/2026</b>	<b>Swathi Jeeda</b>
	Term currently held by: Swathi Jeeda

Yes:

No:

**I.2. Board and Committee Nominations: a) Mayoral Nominations - Board of Review, Global Troy Advisory Committee; b) City Council Nominations - Employees Retirement System Board of Trustees/Retiree Healthcare Benefits Plan & Trust, Southeastern Michigan Council of Governments (SEMCOG)**

**a) Mayoral Nominations:**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

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

**Board of Review**

Appointed by Mayor

3 Regular Members

3-Year Term

**Current Members:**

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Adams, John Howard	3/5/2026	1/31/2026			
Greenwood, Karen	1/12/2025	1/31/2027			
Shoan, Michele	7/22/2023	1/31/2028			

**Nominations to the Board of Review:**

<b>Term Expires: 1/31/2029</b>	
	Term currently held by: John Howard Adams

**Interested Applicants:**

Name	Application Expiration	Notes 1	Notes 2
Beltramini, Robin	5/6/2027		
Faiz, Iqbal	10/15/2026		
Ristov, Bill	12/10/2026		
Von Oeyen, Schuyler	3/12/2027		
Wodzinski, Todd	12/9/2026		

**Global Troy Advisory Committee**

Appointed by Mayor  
12 Regular Members  
3 Year Term

**Current Members:**

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Baker, Ethan		11/8/2027	Mayor		
Bica-Grodsky, Lisa	9/23/2025	10/30/2026			
Cheriguene, Sadia	10/20/2024	10/30/2026			
Chezick, Edward	10/20/2024	10/30/2028			
Fakhoury, Awni	9/28/2023	10/30/2027			
<i>Lee, Seojin Sarah</i>		<i>7/31/2026</i>	<i>Troy High School Student Rep.</i>		
<i>Marshall, Everett</i>		<i>7/31/2026</i>	<i>Athens High School Student Rep.</i>		
Mohideen, Syeda	9/28/2023	10/30/2027			
Natcheva, Daniela	11/8/2021	10/30/2028			
Sekhri, Suneel	11/5/2023	10/30/2027			
Vacancy		7/31/2026	International Academy Student Rep		
Vacancy		10/30/2028	Carolina Noguez-Ortiz resigned 1/5/2026	BRA exp 4/30/2026	
Vacancy		10/30/2028	MiVida Burrus resigned 5/22/2025		
Vacancy		10/30/2026	Michelle Haight resigned 11/3/2025		
Zhou, Yudong	12/7/2024	10/30/2028			

**Nominations to the Global Troy Advisory Committee:**

<b>Term Expires: 7/31/2026</b>		<b>International Academy Student Rep.</b>
	Term currently held by: Vacant	
<b>Term Expires: 10/30/2026</b>		
	Term currently held by: Vacancy - Philippe Cicchini resigned	
<b>Term Expires: 10/30/2028</b>		
	Term currently held by: Vacancy - MiVida Burrus resigned	
<b>Term Expires: 10/30/2028</b>		
	Term currently held by: Vacancy-Carolina Noguez-Ortiz resigned	

**Interested Applicants:**

Name	Application Expiration	Notes 1	Notes 2
Anam, Kavya	7/15/2027	Troy HS Student	Graduales 2028
Batool, Syeda	3/5/2026		
Comiskey, Ann	12/22/2026		
Devulapalli, Ramachandra	8/29/2026		
Dicker, Susanne Forbes	12/26/2026		
Swaminathan, Abi	7/8/2027		

Yes:

No:

**b) City Council Nominations:**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

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

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

Appointed by Council

7 Regular Members and 2 Ordinance Members

3 Year Term

**Current Members:**

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Bovensiep, Kurt		12/31/2027			
Brooks, Theresa		11/8/2027	City Council Appointee		
Foster, John		12/31/2027			
Maleszyk, Robert		Chapter 10			
Mork, James		12/31/2028	Elected		
Nastasi, Frank		Chapter 10			
Owczarzak, Mark	12/15/2024	12/31/2025	City of Troy Retiree		

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

<b>Term Expires: 12/31/2028</b>		City of Troy Retiree
	Term currently held by: Mark Owczarzak	

**Interested Applicants:**

Name	Application Expiration	Notes 1	Notes 2
Batool, Syeda	3/5/2026		
Faiz, Iqbal	10/15/2026		
Mudaliar, Vinodoh Kumar	7/29/2027		
Von Oeyen, Schuyler	3/12/2027		

**[Southeastern Michigan Council of Governments \(SEMCOG\)](#)**

Appointed by Council  
 1 Regular Members and 1 Alternate Member  
 Appointed Every Odd-Year Election

**Nominations to the Southeastern Michigan Council of Governments (SEMCOG):**

<b>Term Expires: 11/8/2027</b>		<b>Delegate</b>
	Term currently held by: Council Member Hamilton	
<b>Term Expires: 11/8/2027</b>		<b>Alternate</b>
	Term currently held by: Council Member Chanda	

Yes:  
 No:

### I.3. Request for Closed Session

#### Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (h) (MCL 15.243 (g) and (y)) and MCL 15.268 (e ) (Stafa et. al v. Troy).

Yes:

No:

### I.4. Amendments to City Code - Title I Chapter 10 - Employees Retirement System

#### Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 10, Section 6, as recommended by City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

### I.5. Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchasing Contracts - Sanitary Sewer Lift Station Emergency Power Generator Purchase and Installation; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Electric and Gas Utility Installation and Budget Amendment (Introduced by: Jason Schmidt, Water & Sewer Operations Manager)

#### Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

BE IT RESOLVED, That Troy City Council hereby **AWARDS** contracts for the purchase and installation of emergency backup generators for the City of Troy Sanitary Sewer Lift Stations to Wolverine Power Systems of Wixom, MI, for the purchase of 4 generators for an estimated amount of \$196,530.00, as detailed in the attached proposal, as per Sourcewell Cooperative Contract No. 092222-GNR and to Shaw Service and Maintenance of Southfield, Michigan, for the installation and associated electrical work for an estimated amount of \$454,782.00, as detailed in the attached proposal as per the Oakland County Extended Purchasing Cooperative Contract No. 010460; copies of the proposals shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to the sole source utility providers; Consumers Energy of Jackson, MI, for the

installation of natural gas services in the estimated amount of \$19,999.09, and to The DTE Energy Company of Waterford, MI for modifications to existing electrical transmission for an estimated cost of \$2,150.00 as detailed in the attached proposals; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a 10% contingency in the amount of \$67,346.10 for a not to exceed project total cost of \$740,807.19.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$216,895.19 to the Sewer Capital Fund.

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

Yes:

No:

## **J. CONSENT AGENDA:**

### **J.1.a Approval of “J” Items NOT Removed for Discussion**

Suggested Resolution

Resolution #2026-01-

Moved by

Seconded by

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

Yes:

No:

### **J.1.b Address of “J” Items Removed for Discussion by City Council**

### **J.2. Approval of City Council Minutes**

Suggested Resolution

Resolution #2026-01-

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

#### **J.2.a. City Council Minutes-Draft - December 15, 2025**

#### **J.3. Proposed City of Troy Proclamations: None Submitted**

**J.4. Standard Purchasing Resolutions: None Submitted**

**J.5. Request for Acceptance of Six Permanent Easements, Eckford Development, LLC, Sidwell #88-20-251-017 & -026**

Suggested Resolution

Resolution #2026-01-

RESOLVED, That Troy City Council **ACCEPTS** six permanent easements for public utilities, emergency ingress and egress, water mains, sanitary sewers, sidewalks, storm sewers and surface drainage, and a pedestrian pathway from Eckford Development, LLC, owner of the properties having Sidwell #88-20-15-251-017 & -026.

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

**J.6. Bid Waiver — Bus Transportation Services**

Suggested Resolution

Resolution #2026-01-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to First Student of Chicago, IL, for Bus Transportation Services for the City of Troy Recreation Department Programs under new terms and conditions at \$69.91 per hour; for two (2) additional years; contract expiring December 31, 2027.

**J.7. Andrew Magadanz v. City of Troy**

Suggested Resolution

Resolution #2026-01-

RESOLVED, That the City Attorney's Office is hereby **AUTHORIZED** and **DIRECTED** to defend the City of Troy in the matter of *Andrew Magadanz v. City of Troy* (Oakland County Circuit Court, Case No. 2025-219437-NO), and is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses required to adequately represent the City.

**J.8. Bid Waiver – Professional Services - Center for Internet Security, Inc. - Managed Detection and Response Services**

Suggested Resolution

Resolution #2026-01-

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the formal bid process and **AWARDS** a contract to the Center for Internet Security, Inc. of Greenbush, NY for Managed Detection and Response Services, and Spotlight Vulnerability services for 18 months for an estimated total cost of \$37,620.00 as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** renewal of services as needed by the Information Technology Department, upon the expiration of the 18-month term of service, with annual renewal increases not to exceed 5%.

**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 FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**

**N. COUNCIL REFERRALS:**

**N.1. No Council Referrals Submitted**

**O. REPORTS:**

**O.1. Minutes – Boards and Committees: None Submitted**

**O.2. Department Reports:**

**O.2.a. 2025 State Treasurer Reports for Local Development Finance Authority (LDFA) and Troy Downtown Development Authority (TDDA)**

**O.2.b. Q4 Economic Development Report**

**O.2.c. Fourth Quarter Litigation Report**

**O.3. Letters of Appreciation:**

**O.3.a. Letter of Appreciation to Recreation Staff**

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

**O.5. Notice of Hearing for the Gas Customers of Consumers Energy Company - Case No. U-21981**

**O.6. Notice of Hearing for the Electric Customers of DTE Electric Company - Case No. U-21772**

**P. COUNCIL COMMENTS:**

**P.1. No Council Comments**

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

**R. CLOSED SESSION**

**R.1. Closed Session**

**S. ADJOURNMENT**

Submitted By  
The City Manager



Frank Nastasi  
City Manager

**2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

Saturday, January 17, 2026	2026 Advance
Monday, January 26, 2026	Special Meeting - City Manager & City Attorney Evaluations
Wednesday, March 25, 2026	Special Meeting - City Manager & City Attorney Evaluations
Monday, April 13, 2026	Special Meeting - Proposed 2026 Budget
Wednesday, April 15, 2026 (as needed)	Special Meeting - Proposed 2026 Budget

## 2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

January 12, 2026	Regular Meeting
January 26, 2026	Regular Meeting
February 9, 2026	Regular Meeting
February 23, 2026	Regular Meeting
March 2, 2026	Regular Meeting
March 23, 2026	Regular Meeting
April 6, 2026	Regular Meeting
April 27, 2026	Regular Meeting
May 11, 2026	Regular Meeting
May 18, 2026	Regular Meeting
June 15, 2026	Regular Meeting
June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**E.1.**

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Kurt Bovensiepe, Public Works Director  
Dennis Trantham, Deputy Public Works Director  
Allyson Leach, Assistant Recreation Director  
Brian Goul, Recreation Director

**Subject:** City of Troy 2026-2030 Parks and Recreation Master Plan - Public Hearing

---

## **Background**

City staff and consultant Carlisle/Wortman Associates, Inc has been working on the 2026-2030 Parks and Recreation Master Plan for the last six months. The Parks and Recreation Master Plan will serve as an inventory of Troy's existing facilities and resources while providing a guide and plan of action for the next five years.

As part of this process, staff conducted 'pop-up' style surveys at various City events and facilities over the summer. A survey was available to gather public input for the plan and lawn signs were placed in all parks with a QR code to the survey.

Carlisle/Wortman compiled and analyzed results from the public input surveys and provided a list of Goals and Objectives as well as an Action Program with seven specific projects and actions:

1. Maintain and upgrade existing park facilities (all parks)
2. Continue to develop a comprehensive trails and pathways system throughout Troy
3. Continue to work towards provision of a fully inclusive and accessible recreation environment
4. Continue pursuit of alternative revenue opportunities to maintain and improve parks and recreation facilities and programs
5. Review and refine recreation program offerings
6. Support sustainability and natural space improvements and protection
7. Increase awareness of Troy recreation properties and programming

Additional details regarding the Action Program can be found on Page 7 of the draft plan. A complete list of survey results can be found on page 150 of the draft plan.

On Thursday, November 20, the draft plan was presented to the Parks and Recreation Advisory Board for their review. The plan was unanimously approved. Upon City Council approval of the 2026-2030 Parks and Recreation Master Plan, the plan will be submitted to the Michigan Department of Natural Resources for official certification.

It is recommended that City Council concurs with the recommendations of the Parks and

Recreation Advisory Board, and approves the City of Troy 2026-2030 Parks and Recreation Master Plan. It is also recommended that the City Council authorize the transmittal of the 2026-2030 Parks and Recreation Master Plan to the Michigan Department of Natural Resources for approval.

**Suggested Resolution:**

WHEREAS, The Planning Department, Recreation Department and Department of Public Works jointly developed the City of Troy 2026-2030 Parks and Recreation Master Plan; and,

WHEREAS, The Plan identifies recreational need in the City and includes an Action Plan for recreation improvements over the next five years; and,

WHEREAS, The Plan is a policy document and is non-binding and does not fiscally obligate the City of Troy in any way; and,

WHEREAS, Public input was achieved using a wide range of methods, including an online Parks and Recreation survey, Pop-Up survey at community events, signs posted in parks with a QR code to the survey, Parks and Recreation Advisory Board public meetings, and public notification of opportunities for public input published in local newspapers; and,

WHEREAS, The Parks and Recreation Advisory Committee recommended approval of the Plan at their November 20, 2025 meeting;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council **CONCURS** in the recommendations of the Parks and Recreation Advisory Board, and **APPROVES** the City of Troy 2026-2030 Parks and Recreation Master Plan, as revised with corrections.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the transmittal of the 2026-2030 Parks and Recreation Master Plan to the Michigan Department of Natural Resources for approval.



**Carlisle | Wortman  
Associates**

# City of Troy Parks & Recreation Master Plan

# 2026 - 2030

Presentation to the Troy City Council, January 12, 2025

# Why do we plan?

- Gain a better understanding of resident opinions on the state of the current parks & recreation system, and hear their desires for future improvements.
- Based on community input, allows us to prepare a guideline for recreation programming and park development over the next five years, from 2026 through 2030.
- Makes Troy eligible to apply for grant funding through three grant programs administered by the Michigan Department of Natural Resources (DNR):
  - Michigan Natural Resources Trust Fund (MNRTF)
  - Land & Water Conservation Fund (LWCF)
  - Recreation Passport



Development projects:  
\$15K min./\$400K max.  
Acquisition projects:  
No limit  
Match: min. 25%



Development projects:  
\$30K min./\$500K max.  
Acquisition projects:  
No limit  
Match: min. 50%



Development projects:  
\$7500 min./\$150K max.  
Match: min. 25%

# Public Outreach

- Online survey available from June 15 through September 15, 2025
  - Advertised on the City and Park websites, in the Fifty Forward newsletter, the Troy Recreation Guide, and on social media
  - 870 unique responses were received, with 96% of the responses coming from City residents.





# What we heard

- Survey results closely echoed the sentiments expressed in the previous Recreation Plan.
- Residents were generally happy with Troy’s parks. Most residents indicated they were “Satisfied” with all of Troy’s parks.
  - Percent very satisfied or satisfied:
    - Top three: Troy Historic Village (92.8%), Lloyd A. Stage Nature Center (92.2%), the Rink at Stine Community Park (88.8%)
    - Bottom three: Daisy Knight Dog Park (67.3%), Troy Trails (67.2%), Redwood Park (67.1%)
- Highest priority was maintenance and upkeep of existing facilities. 98% indicated as maintenance as “important” or “very important”. In a second ranked-choice question, “Maintaining what we have and improve quality” finished at the top.
  - Common requests were updates to equipment and facilities, especially restrooms and locker rooms, play equipment, and trails.

# Trail Development

- Multi-use trail development was the most requested recreation improvement; 73% indicated a desire to see the Troy Trails expanded.
- There is a lack of awareness regarding the Troy Trails. Half of respondents said they were not familiar with the trails.
- Of those who used the trails 67% were satisfied/very satisfied. Common complaints about the Trails were that they were too short, disconnected from each other, or that they “lead to nowhere”.





## Programming

- Over half of survey respondents participate in Troy programming with sports, fitness, and aquatics programs the most popular.
- Common complaints included a limited amount of inclusive/adaptive programs and outdated senior programs.
- A comparison to the National Recreation and Parks Association (NRPA) metrics found that the amount of program offerings were in the upper quartile among similarly sized communities.

# Other Concerns

- Many residents expressed a desire to see inclusive playground development like Innovation Hills in Rochester.
  - New playground equipment at Sylvan Glen Lake Park, recent upgrades at Beach Road Park and others, and major improvements currently underway at Boulan Park will help to address those concerns.
- Several residents wanted to see more access to nature, preferably connected by non-motorized trails.
- Improving communication and engagement with residents regarding programming and park operations continues to be critical to the success of Troy's Parks and Recreation amenities.



# Action Plan

- Recreation plans are meant to be aspirational in nature. Not every project listed in the improvement schedule can or will be completed in five years. By listing the projects in the Action Plan, they become eligible for grant consideration. As new opportunities or needs over the next five years, the Recreation Plan can be amended as necessary.
- Cost estimates are provided as a range to reflect the design and implementation uncertainties surrounding each project.
- 58 unique projects are described ranging from low cost items like wayfinding signage to major items like playground upgrades at Boulan Park.
- Some of the projects listed in the Action Plan include the expansion of Troy Trails, play equipment upgrades at five parks, restroom or locker room improvements at eight parks, and ADA improvements at eight properties.





Questions?



## CITY OF TROY

### NOTICE OF PLAN AVAILABILITY FOR REVIEW

The City of Troy is seeking public input regarding the Troy 2026 – 2030 Parks and Recreation Master Plan. The Michigan Department of Natural Resources requires a minimum 30-day public review process as part of the master planning process.

A hard copy of the draft master plan is available for review at the following locations:

- Troy City Hall, Planning Department: 500 W. Big Beaver
- Troy Community Center: 3179 Livernois
- Troy Public Library: 510 W. Big Beaver
- Troy Department of Public Works: 4693 Rochester Road
- The draft plan is also available online on the City's website at [www.Troymi.gov](http://www.Troymi.gov)
- Comments may be sent to Brian Goul, Recreation Director, at [GoulB@troymi.gov](mailto:GoulB@troymi.gov), or delivered to the Recreation Department at 3179 Livernois.

The review period will run from Dec. 1, 2025 to January 12, 2026. A formal public hearing for adoption of the Plan will be held on January 12, 2026, as part of the regularly scheduled City Council meeting.

---

M. Aileen Dickson, MMC, MiPMC 3  
City Clerk

**POSTED:** December 1, 2025  
**PUBLISHED:** December 11, 2025

## CITY OF TROY

### NOTICE OF PUBLIC HEARING

The City of Troy will hold a public hearing as part of the regularly scheduled City Council meeting at 7:30 p.m. on January 12, 2026. The hearing will take place at City Hall, 500 W. Big Beaver, Troy, Michigan. At this hearing, City Council will consider approval of the Troy 2026 – 2030 Parks and Recreation Master Plan. The intent of a Parks and Recreation Master Plan is to identify the recreational needs of the City of Troy and determine Troy's parks and recreation goals over the next five years.

A draft copy of the plan has been available for review since December 1, 2025 and will remain available through the date of the hearing. A hard copy of the draft master plan is available for review at the following locations:

- Troy City Hall, Planning Department: 500 W. Big Beaver
- Troy Community Center: 3179 Livernois
- Troy Public Library: 510 W. Big Beaver
- Troy Department of Public Works: 4693 Rochester Road
- The draft plan is also available online on the City's website at [www.Troymi.gov](http://www.Troymi.gov)

Comments may be expressed at the Public Hearing, or written comments can be directed to Brian Goul, Recreation Director, at [GoulB@troymi.gov](mailto:GoulB@troymi.gov), or delivered to the Recreation Department at 3179 Livernois. Emailed comments must be received by 3:00 p.m. on the day of the meeting.

Notices and information for public hearings will also be posted on the City website at <http://troymi.gov/Government/PublicHearings>.

---

M. Aileen Dickson, MMC, MiPMC 3  
City Clerk

**POSTED:** December 1, 2025  
**PUBLISHED:** December 11, 2025



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

I.4.

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Robert J. Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Jeanette Menig, Human Resources Director

**Subject:** Amendments to City Code - Title I Chapter 10 - Employees Retirement System  
(Introduced by Jeanette Menig, Human Resources Director)

---

## **History**

The language in Chapter 10 – Employees Retirement System, is currently undergoing a comprehensive review. As part of this process, the most crucial updates have been prioritized and are recommended at this time: Section 6.1, the defined benefit computation for the position of Police Chief has been made equal to that of the police command union, Troy Command Officers Association (TCOA).

## **Recommendation**

City Management recommends updating Chapter 10 as attached.

## **Legal Review**

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

## **Suggested Resolution:**

RESOLVED, That Troy City Council hereby **ADOPTS** an ordinance amendment to Chapter 10, Section 6, as recommended by City Management, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

CITY OF TROY  
AN ORDINANCE TO ADOPT  
CHAPTER 10- EMPLOYEES RETIREMENT SYSTEM ORDINANCE

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 10- City of Troy Employees Retirement System.

Section 2. Ordinance

Chapter 10, Sections 6.1 (A), (B) and (D) are amended as follows:

6.1 (A) Straight Life Pension. Upon a member's retirement, as provided in this Chapter, if he has less than 27 years service, he shall receive a straight life pension equal to a percent of an amount computed by multiplying the number of years, and fraction of a year, of his credited service by 2.25 percent of his final average compensation listed below. Such percent shall be equal to 70 percent increased by  $\frac{1}{2}$  of 1 percent for each full month by which the member's age at the time of retirement exceeds 55 years. Provided, in no event shall such percent exceed 100 percent, and, provided that in case of disability retirement or death pension the percent shall be 100 percent. For **the Police Chief and** Troy Command Officers Association (TCOA) and Troy Police Officers Association (TPOA) members, the percent of Final Average Compensation (FAC) will be 2.8% for the first 25 years and 1% per year thereafter, with a cap of 75% of final average compensation.

6.1 (B) Age and Service Retirement. Upon a member's retirement, as provided in this Chapter, he shall receive a straight life pension equal to an amount computed by multiplying the number of years, and fraction of a year, of his credited service by 2.25%. For **the Police Chief and** TCOA and TPOA members, the percent of Final Average Compensation (FAC) will be 2.8% for the first 25 years and 1% thereafter with a cap of 75% of final average compensation.

6.1 (D) Supplemental Retirement. All members excluding **the Police Chief and** TPOA and TCOA shall receive an additional pension from age 50 to age 62 equal to the amount it would have been if the percentages in the formulas in subsections A or B above were .25% greater.

Section 3. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provision of this ordinance shall remain in full force and effect.

Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

---

Ethan D. Baker, Mayor

---

M. Aileen Dickson, MMC, City Clerk



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

I.5.

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Kurt Bovensiep, Public Works Director  
Emily Frontera, Purchasing Manager  
Jason Schmidt, Water & Sewer Operations Manager

**Subject:** Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchasing Contracts - Sanitary Sewer Lift Station Emergency Power Generator Purchase and Installation; Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Electric and Gas Utility Installation and Budget Amendment (Introduced by: Jason Schmidt, Water & Sewer Operations Manager)

---

## History

- The City of Troy Water & Sewer Division operates and maintains seven (7) sanitary sewer lift stations throughout the city.
- The continuous, uninterrupted operation of the seven (7) sanitary sewer lift stations is critical to the removal of wastewater from the city.
- The City of Troy Water & Sewer Division has experienced multiple storms that have caused widespread power outages, at times resulting in multiple lift stations losing power for several hours.
- Currently, the Water & Sewer Division has three mobile generators that are used to supply temporary power on an as-needed basis. At times, the three mobile generators are not enough to efficiently maintain the continuity of service.
- Due to the unreliable electrical infrastructure, stationary on-demand generators are initially needed at four of the sanitary sewer lift stations and ultimately at all seven lift stations to provide the utmost reliability and redundancy for these crucial sewer pumping lift stations.
- All the lift stations have the required space to install these onsite generators based on the initial surveys completed by the City of Troy Engineering Department.

## Purchasing

- Pricing for the Department of Public Works, Water & Sewer Division, Sanitary Sewer Lift Stations Generator installation has been secured from *Shaw Service and Maintenance of Southfield, MI*, through the Oakland County Extended Purchasing contract #010460

- Pricing for the purchase of 4 Generators for the sewer lift stations has been secured from *Wolverine Power Systems of Wixom, MI*, through the Sourcewell Purchasing Cooperative Contract #092222-GNR, as detailed in the attached proposal 25-0901 ICCDb dated December 15, 2025.
- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).
- Pricing for the installation of natural gas services for the Sewer Lift Station Generators has been secured from the sole natural gas utility provider, *Consumers Energy of Jackson, MI*. Consumers Energy is the sole source provider for this utility service installation in Oakland County.
- Pricing for the modification of existing electrical services for the Sewer Lift Station Generators has been secured from the sole electrical utility provider, *DTE Energy Company of Waterford, MI*. DTE is the sole source provider for this utility service modification in Oakland County.

**Financial**

The Sanitary Sewer Lift Station Emergency Power Generator Purchase and Installation Project will require a budget reappropriation in the amount of \$216,895.19 to the Sanitary Sewer Capital Fund. Funds totaling \$523,912.00 were previously budgeted under Project Numbers 2025C0059 and 2026C0042 for the 2025 and 2026 fiscal years. The total anticipated project cost is \$740,807.19, which includes a 10% contingency of \$67,346.10. All project expenditures will be charged to account number 590.527.535.978.010

	Lift Station 1	Lift Station 2	Lift Station 3	Lift Station 6	Total
Consumers Energy	\$6,152.43	\$4,173.09	\$3,333.44	\$6,340.13	\$19,999.09
DTE	\$250.00	\$250.00	\$150.00	\$1,500.00	\$2,150.00
Wolverine Power	\$49,250.00	\$49,360.00	\$49,250.00	\$48,670.00	\$196,530.00
Shaw Maintenance and Service	\$109,585.00	\$106,231.00	\$116,225.00	\$122,741.00	\$454,782.00
Contingency 10%	\$16,523.74	\$16,001.41	\$16,895.84	\$17,925.11	\$67,346.10
Total	\$181,761.17	\$176,015.50	\$185,854.28	\$197,176.24	\$740,807.19

**Recommendation**

City Management recommends awarding contracts for the purchase and installation of emergency backup generators for the City of Troy Sanitary Sewer Lift Stations to *Wolverine Power Systems of Wixom, MI*, for the purchase of 4 generators in the estimated amount of \$196,530.00, as per Sourcewell Contract #092222-GNR and to *Shaw Service and Maintenance of Southfield, MI*, for installation and associated electrical work in the estimated amount of \$454,782.00, as per the Oakland County Extended Purchasing Cooperative Contract #010460.

City Management requests waiving the bid process and granting the authority to expend capital budgeted funds to *Consumers Energy of Jackson, MI*, and *DTE Energy Company of Waterford, MI*, the sole source utility installation providers in Oakland County for the gas and electric utility installation and modifications for an estimated cost of \$19,999.09 and \$2,150 respectfully.

City Management further recommends a 10% contingency in the amount of \$67,346.10 for a not to exceed project total cost of \$740,807.19.

It is also recommended that City Council approve a budget amendment to the Sewer Capital Fund in the amount of \$216,895.19.

**Suggested Resolution:**

BE IT RESOLVED, That Troy City Council hereby **AWARDS** contracts for the purchase and installation of emergency backup generators for the City of Troy Sanitary Sewer Lift Stations to Wolverine Power Systems of Wixom, MI, for the purchase of 4 generators for an estimated amount of \$196,530.00, as detailed in the attached proposal, as per Sourcewell Cooperative Contract No. 092222-GNR and to Shaw Service and Maintenance of Southfield, Michigan, for the installation and associated electrical work for an estimated amount of \$454,782.00, as detailed in the attached proposal as per the Oakland County Extended Purchasing Cooperative Contract No. 010460; copies of the proposals shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to the sole source utility providers; Consumers Energy of Jackson, MI, for the installation of natural gas services in the estimated amount of \$19,999.09, and to The DTE Energy Company of Waterford, MI for modifications to existing electrical transmission for an estimated cost of \$2,150.00 as detailed in the attached proposals; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a 10% contingency in the amount of \$67,346.10 for a not to exceed project total cost of \$740,807.19.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$216,895.19 to the Sewer Capital Fund.

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

Effective From: 12/15/2025

QUOTE # 25-0901-ICCDb

**PROJECT NAME: Troy Pump Stations**

Wolverine Power Systems is pleased to submit the following proposal for your consideration and approval.

**BILL OF MATERIALS:****Troy Pump Station 1**

Quantity 1 - Generac Industrial gaseous engine-driven generator, 4.5L in-line 4 cylinder engine:

- Stationary Emergency-Standby rated
- 60 kW rating, wired for 120/240 VAC three phase, 60 Hz
- With upsized 100kW alternator
- Permanent Magnet Excitation
- 150 Amp CB, MLCB, 100% rated LSI
- 150 Amp CB, Secondary MLCB, 100% rated LSI
- Natural Gas fuel system
- Level 2 Acoustic Enclosure, Steel with Industrial Grey Baked-On Powder Coat Finish
- EPA Certified and cETLus
- Power Zone Pro Digital Control Panel for Single Generators that Meets NFPA 99 and 110 requirements
- 21 Light Remote Annunciator, surface mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Battery Heating Pad
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt and Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Baseframe Bottom Cover Plates, Aluminum, for rodent protection and airflow control
- Flex Fuel Hose, shipped loose
- Flush Mount Annunciator Kit
- Critical Grade Silencer
- Standard 2-Year Limited Warranty Std set of 3 Manuals
- SG0060JG264.5S18TPLYA(with a estimated lead time of 12-16 weeks)

Quantity 1 of ASCO 300 Series, Automatic Service Entrance Delayed Transition Transfer Switch

- 150 Amp 240V/60Hz, three phase, 4 wire, 4 pole, type 4X – 316 stainless Steel secure
- 11BE: Adds the following features to the Group G controller:
- Serial RS-485 Modbus Communications
- Multi-Schedule Engine Exerciser
- 300 Entry Event Log and a common alarm output function.
- When applied on 3-phase systems it also enables, 3-Phase Emergency Source VLL sensing
- Phase Rotation Monitoring and Emergency Source VLL Unbalance Monitoring.
- 18RX: REX (Relay Expansion Module) with Normal and Emergency available output contacts
- 44G Strip heater w/thermostat, wired to load terminals: 208-600 volts
- 72EE: Quad – Ethernet Module with AES – 128 bit w/encryption and (4) RJ – 45s, includes 11BE feature bundle
- 73CD: 100KA----SE XDSE Series surge suppressor, 100kA per mode. Connected to Normal and Emergency only 3 Phase 4 Wire Delta
- 134: 100% Rated Breaker
- 135L Power Meter on Load Side with CT
- J3ADUSB30150FGXV,11BE,18RX,44G,72EE,73CD,134,135L
- Estimated lead time is 22-24 weeks

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

Effective From: 12/15/2025

**Troy Pump Station 2**

Quantity 1 - Generac Industrial gaseous engine-driven generator, 4.5L in-line 4 cylinder engine:

- Stationary Emergency-Standby rated
- 60 kW rating, wired for 120/240 VAC three phase, 60 Hz
- With upsized 100kW alternator
- Permanent Magnet Excitation
- 100 Amp CB, MLCB, 100% rated LSI
- 150 Amp CB, Secondary MLCB, 100% rated LSI
- Natural Gas fuel system
- Level 1 Acoustic Enclosure, Aluminum with Industrial Grey Baked-On Powder Coat Finish
- EPA Certified and cETLus
- Power Zone Pro Digital Control Panel for Single Generators that Meets NFPA 99 and 110 requirements
- 21 Light Remote Annunciator, surface mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Battery Heating Pad
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt
- Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Baseframe Bottom Cover Plates, Aluminum, for rodent protection and airflow control
- Flex Fuel Hose, shipped loose
- Flush Mount Annunciator Kit
- Critical Grade Silencer
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SG0060JG264.5S18TPSYA

Quantity 1 of ASCO 300 Series, Automatic Service Entrance Delayed Transition Transfer Switch

- 150 Amp 240V/60Hz, three phase, 4 wire, 4 pole, type 4X – 316 stainless Steel secure
- 11BE: Adds the following features to the Group G controller:
  - Serial RS-485 Modbus Communications
  - Multi-Schedule Engine Exerciser
  - 300 Entry Event Log and a common alarm output function.
  - When applied on 3-phase systems it also enables, 3-Phase Emergency Source VLL sensing
  - Phase Rotation Monitoring and Emergency Source VLL Unbalance Monitoring.
- 18RX: REX (Relay Expansion Module) with Normal and Emergency available output contacts
- 44G Strip heater w/thermostat, wired to load terminals: 208-600 volts
- 72EE: Quad – Ethernet Module with AES – 128 bit w/encryption and (4) RJ – 45s, includes 11BE feature bundle
- 73CD: 100KA----SE XDSE Series surge suppressor, 100kA per mode. Connected to Normal and Emergency only 3 Phase 4 Wire Delta
- 134: 100% Rated Breaker
- 135L Power Meter on Load Side with CT
- J3ADUSB30150FGXV,11BE,18RX,44G,72EE,73CD,134,135L
- Estimated lead time is 22-24 weeks

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

Effective From: 12/15/2025

**Troy Pump Station 3**

Quantity 1 - Generac Industrial gaseous engine-driven generator, 4.5L in-line 4 cylinder engine:

- Stationary Emergency-Standby rated
- 60 kW rating, wired for 120/240 VAC three phase, 60 Hz
- With upsized 100kW alternator
- Permanent Magnet Excitation
- 150 Amp CB, MLCB, 100% rated LSI
- 150 Amp CB, Secondary MLCB, 100% rated LSI
- Natural Gas fuel system
- Level 2 Acoustic Enclosure, Steel with Industrial Grey Baked-On Powder Coat Finish
- EPA Certified and cETLus
- Power Zone Pro Digital Control Panel for Single Generators that Meets NFPA 99 and 110 requirements
- 21 Light Remote Annunciator, surface mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Battery Heating Pad
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt and Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Baseframe Bottom Cover Plates, Aluminum, for rodent protection and airflow control
- Flex Fuel Hose, shipped loose
- Flush Mount Annunciator Kit
- Critical Grade Silencer
- Standard 2-Year Limited Warranty Std set of 3 Manuals
- SG0060JG264.5S18TPLYA
- Estimated lead time is 12-16 weeks for generator

Quantity 1 of ASCO 300 Series, Automatic Service Entrance Delayed Transition Transfer Switch

- 150 Amp 240V/60Hz, three phase, 4 wire, 4 pole, type 4X – 316 stainless Steel secure
- 11BE: Adds the following features to the Group G controller:
  - Serial RS-485 Modbus Communications
  - Multi-Schedule Engine Exerciser
  - 300 Entry Event Log and a common alarm output function.
  - When applied on 3-phase systems it also enables, 3-Phase Emergency Source VLL sensing
  - Phase Rotation Monitoring and Emergency Source VLL Unbalance Monitoring.
- 18RX: REX (Relay Expansion Module) with Normal and Emergency available output contacts
- 44G Strip heater w/thermostat, wired to load terminals: 208-600 volts
- 72EE: Quad – Ethernet Module with AES – 128 bit w/encryption and (4) RJ – 45s, includes 11BE feature bundle
- 73CD: 100KA----SE XDSE Series surge suppressor, 100kA per mode. Connected to Normal and Emergency only 3 Phase 4 Wire Delta
- 134: 100% Rated Breaker
- 135L Power Meter on Load Side with CT
- J3ADUSB30150FGXV,11BE,18RX,44G,72EE,73CD,134,135L
- Estimated lead time is 22-24 weeks

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

Effective From: 12/15/2025

**Troy Pump Station 6**

Quantity 1 - Generac Industrial gaseous engine-driven generator, 4.5L in-line 4 cylinder engine:

- Stationary Emergency-Standby rated
- 60 kW rating, wired for 120/240 VAC three phase, 60 Hz
- With upsized 100kW alternator
- Permanent Magnet Excitation
- 150 Amp CB, MLCB, 100% rated LSI
- 150 Amp CB, Secondary MLCB, 100% rated LSI
- Natural Gas fuel system
- Level 1 Acoustic Enclosure, Steel with Industrial Grey Baked-On Powder Coat Finish
- EPA Certified and cETLus
- Power Zone Pro Digital Control Panel for Single Generators that Meets NFPA 99 and 110 requirements
- 21 Light Remote Annunciator, surface mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Battery Heating Pad
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block Heater, 1500 watt
- Std Heavy Duty Air Cleaner
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Baseframe Bottom Cover Plates, Aluminum, for rodent protection and airflow control
- Flex Fuel Hose, shipped loose
- Flush Mount Annunciator Kit
- Critical Grade Silencer
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SG0060JG264.5S18TPSYA

Quantity 1 of ASCO 300 Series, Automatic Service Entrance Delayed Transition Transfer Switch

- 150 Amp 240V/60Hz, three phase, 4 wire, 4 pole, type 4X – 316 stainless Steel secure
- 11BE: Adds the following features to the Group G controller:
  - Serial RS-485 Modbus Communications
  - Multi-Schedule Engine Exerciser
  - 300 Entry Event Log and a common alarm output function.
  - When applied on 3-phase systems it also enables, 3-Phase Emergency Source VLL sensing
  - Phase Rotation Monitoring and Emergency Source VLL Unbalance Monitoring.
- 18RX: REX (Relay Expansion Module) with Normal and Emergency available output contacts
- 44G Strip heater w/thermostat, wired to load terminals: 208-600 volts
- 72EE: Quad – Ethernet Module with AES – 128 bit w/encryption and (4) RJ – 45s, includes 11BE feature bundle
- 73CD: 100KA----SE XDSE Series surge suppressor, 100kA per mode. Connected to Normal and Emergency only 3 Phase 4 Wire Delta
- 134: 100% Rated Breaker
- 135L Power Meter on Load Side with CT
- J3ADUSB30150FGXV,11BE,18RX,44G,72EE,73CD,134,135L
- Estimated lead time is 22-24 weeks

**SCOPE OF WORK:**

- Freight charges to the installation site are included. Offloading is not included.
- Start-up / testing of equipment and training by a Factory Trained & Certified Technician during normal business hours. Startup includes 1 visit to the site, if additional visits are required additional fees will be incurred.

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

Effective From: 12/15/2025

**NOTES:**

1. Sizing specified by others
2. Contact Wolverine Power Systems for current estimated lead times. Due to current world events, lead times are subject to change at any time, with or without notice, and cannot be guaranteed. As such, Wolverine Power Systems is not responsible for any costs that may be incurred due to a delivery delay (i.e., temporary mobile generator, cables, installation labor, etc....). However, if one is needed, one can be provided for an additional charge.
3. Start-up paperwork will be supplied when units are delivered and must be completed and submitted when start-up is requested. We make every effort to accommodate requested start-up dates but please allow to 2-3 weeks when scheduling start-up service. Start-up and training by a Factory Trained & Certified Technician during normal business hours (M-F, 8:00AM – 4:30PM). After hours start-ups are available, but an additional charge may apply.
4. Training session will be provided on day of start-up by a Wolverine Power Systems Technician. If training cannot be completed on the day of start-up, an additional charge may apply
5. A portable generator is not included if required for start-up.
6. Offloading is not included.
7. If end user/customer requires generator to connect to a BAS/BMS network, end user/customer to provide an IT representative at time of startup.
8. NETA or other special testing (if required) is not included in this quote unless stated above.

**VALIDITY:**

- This quote is valid for twenty-five (25) days from date of this quotation. Please consult us beyond this date.
- Please consult us beyond this date.

**NET PRICE FOR JOBSITE (TAXES NOT INCLUDED)**

Sourcewell Contract# 092222-GNR

<b>Pump Station 1:</b> .....	\$ 49,250.00
<b>Pump Station 2:</b> .....	\$ 49,360.00
<b>Pump Station 3:</b> .....	\$ 49,250.00
<b>Pump Station 6:</b> .....	\$ 48,670.00

**ACCEPTANCE:**

 \_\_\_\_\_  
 Authorized Buyers Signature / Printed Name

 \_\_\_\_\_  
 Date of Signature

 \_\_\_\_\_  
 Requested Delivery Date

By signing, you agree to compliance with all aforementioned terms and conditions and that this document serves as your purchase order.

We hope that you find our offer acceptable, and we look forward to serving you.

Sincerely,

 Mike Kalota | Industrial Sales  
 (616) 215-2251

 Chad DeWeerd  
 Industrial Sales Support

 Wolverine Power Systems  
 46968 Liberty Drive  
 Wixom, Michigan 48393

**Wolverine Power Systems** is an industrial power equipment distributor serving the entire state of Michigan and would therefore meet any sustainability requirements regarding local procurement of goods for this project.

**Generac Power Systems, Inc.** generator sets and transfer switches are manufactured in Wisconsin for domestic consumption, meet the ARRA "Buy American" requirements and are eligible for use on ARRA-funded projects.

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.

Effective From: 12/15/2025

**CONDITIONS OF SALE AND LIMITATIONS OF LIABILITY**

1. **TERMS:** Payment terms are subject to credit approval and may be changed at the discretion of the credit department.
2. **PAYMENT: With approved credit,** Net 30 days from date of invoice. Payment structure shall be as follows, unless otherwise approved by Wolverine Power Systems: Invoicing will occur at the time of equipment release from the factory for 100% of the quote. For diesel generators with fuel tanks, lead times may be extended but the generator will be invoiced at time of release from factory. 100% of the quote must be received by Wolverine Power Systems prior to start-up and commissioning. Should a retainer be required per the project specifications, progressive billing will occur with the predetermined retainer being withheld until after start-up and commissioning has occurred. Any amount other than the retainer of the quote must be received by Wolverine Power Systems prior to start-up and commissioning. Retainer payment terms are Net 30 days from date of significant start-up and commissioning completion.  
**Without approved credit,** Payment structure shall be as follows, unless otherwise approved by Wolverine Power Systems: 100% at time of order. Buyer shall make payments as specified herein and Wolverine Power Systems may suspend orders, shipment or delivery until such payments are made. Wolverine Power Systems may charge a service charge of 1.5% per month, but not in excess of any lawful rate, if Buyer is delinquent in payment of invoices. Wolverine Power Systems may at any time decline to make any shipment or delivery or perform any work except upon Buyer's payment of past invoices and/or prepayment of this order or upon such other terms and conditions as are acceptable to Wolverine Power System's credit department. If Wolverine Power Systems deems it necessary to cancel any outstanding order due to Buyer's financial condition, Buyer agrees to reimburse Wolverine Power Systems for reasonable cancellation charges. Wolverine Power Systems may apply any payments received to Buyer's oldest outstanding invoices regardless of any instructions to the contrary from the Buyer. Payment for shipments delayed at Buyer's request shall become due on the date that Wolverine Power Systems is prepared to make shipment thereof, and Wolverine Power Systems may impose reasonable storage and handling charges for such delayed shipments.  
"Pay When Paid" contract clauses will not be considered by Wolverine Power Systems. Acceptable methods of payment are wire transfer, certified check, company check and cash. No other forms of payment will be accepted unless approved by Wolverine Power Systems.
3. **TAXES:** Buyer shall pay all federal, state, and local sales, use or other excise taxes, charges and duties arising by reason of this order and all other taxes, charges and duties of whatever nature assessed upon the goods described in the quote.
4. **COST OF COLLECTION:** Buyer shall pay all costs and expenses (including legal fees) incurred by Wolverine Power Systems to collect any past due amount for goods/services sold, whether or not litigation is commenced.
5. **SECURITY INTEREST:** Buyer hereby grants Wolverine Power Systems a security interest in all goods sold until the full amount of the purchase price has been paid by Buyer.
6. **APPLICABLE LAW:** This sale, and all claims arising therefrom, shall be governed by the laws of the State of Michigan.
7. **CANCELLATION:** Buyer may terminate this order only upon payment of all of Wolverine Power Systems costs incurred for the work performed before termination. All applicable cancellation fees shall apply.
8. **RETURN OF PRODUCTS:** No products may be returned to Wolverine Power Systems without Wolverine Power Systems written consent.
9. **LIMITED WARRANTY:** Wolverine Power Systems' warranty for the goods shall be as provided in the Manufacturer's current warranty policy and procedure statement which applies to the goods, which is hereby incorporated by into these terms by reference.
10. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under this purchase order (other than failure to pay any amounts due) will be excused to the extent that the delay or failure was caused by or results from an event beyond such party's reasonable control including, without limitation, the following events: acts of God, hurricane, flood, fire, earthquake, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, other civil unrest, requirements of applicable laws, regulations, or ordinances, embargoes, blockades, action by any governmental authority, national or regional emergency, strikes, labor stoppages or slowdowns, other industrial disturbances, shortage of adequate power or transportation facilities, outbreaks of disease, epidemics, or pandemics.
11. **LIMITATION OF LIABILITY:** The liability of Wolverine Power Systems and Buyer for any losses or claims shall be limited to the purchase price for the goods and/or services plus any additional amounts due under this purchase order. Notwithstanding any other provision in these terms and conditions, in no event shall either Wolverine Power Systems or Buyer be liable to the other for any consequential, special, punitive or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of use, diminution in value, loss of reputation, or loss of anticipated profits or revenue, arising out of or relating to any performance under or breach of this purchase order.

This quotation and supporting materials contain confidential and proprietary business information of Wolverine Power Systems and Generac Power Systems. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties outside of your organization.



Count on Us

A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

August 14, 2025

NOTIFICATION #:  
1074619778

CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254

REFERENCE: 785 STEPHENSON, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	6,090.13
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>6,340.13</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>6,340.13</b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: [www.consumersenergy.com](http://www.consumersenergy.com) AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:

Denise Wesley at 248-563-4827

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

**Denise Wesley** at **248-563-4827**

## Site Readiness Photo Instructions for Customer-Requested Gas Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

### Requirements for Site Readiness

For proper meter clearances, please refer to the **Gas Meter Location letter** or reach out to your Project Coordinator.

#### New Business Gas Service

- Meter location must be labeled with the word GAS or G or fuel line stubbed out at the meter location.
  - A piece of plywood is also acceptable if propped up at the meter location.
  - A weatherproof, permanent backer plate is required for houses that will receive siding. Backer material must meet requirements set forth in [Michigan Building Code, Chapter 14 "Exterior Walls."](#) The board's color is the owner's preference.
- Meter location must be outside on the building wall or on a pedestal next to the wall of the building/property being served.
  - No obstructions on the wall where the meter will be located such as water boxes, Generac box/transfer switch, solar boxes, motor intake exhaust, disconnects, outlets, vents, water hose reels.
- Site must be to rough grade (3" to final grade). Grade must be leveled and private utilities must be marked or flagged.
- 12-foot clear proposed service pathway from the meter location to the gas main location (see service design for service pathway and gas main location).
- Installed subfloor for open basements and depending on meter size:
  - 250 meter: foundation walls.
  - 425-800 meters: framed walls.
  - 2M rotary meter or higher: finished walls.

#### Relocate Gas Meter/Gas Service

Follow the requirements for New Business.

- The homeowner must hire their own contractor and pull their own permits for fuel line additions of 10 feet or more or when wall obstructions cannot be moved.
- Customer-owned fuel line must be moved and visible (stubbed out) at the new meter location for same-day gas supply.
  - If not stubbed out, the customer will be without a gas supply to their property until the customer's fuel line is installed.
    - Customers will need to call for a turn-on once fuel line is tied in.
  - The customer's mechanical contractor will complete the fuel line tie in, unless previously discussed with Project Coordinator.
- A pedestal shall be installed at the new meter location for mobile homes.

*Meter will not be installed at the new location unless the customer's fuel line is visible in submitted photos.*

#### Gas Meter Upgrade

Follow the requirements for Relocate Gas Meter.

- No obstructions above the meter such as conduit lines, electric meters, hose reels, and water boxes.
- Meter must be 3 feet away from an ignition source such as a generator or outlet.
- 12-foot clear pathway from the meter location to the gas main. (To ensure there is a clear pathway for Service/C&I vehicles to drive/park for larger and multiple meters.)

#### Gas Meter Set

Follow the requirements for a Gas Meter Upgrade.

- Pedestal/Post must be installed for mobile home – Post must meet Consumers Energy's current requirements. Consumers Energy will not set a meter onto an outdated meter pedestal. Please consult with your Project Coordinator for current requirements.
- Only a single 250-meter set is eligible for a no-fuel-line-visible configuration.
- All fuel lines must be tagged with Consumers Energy aluminum tags for existing multi-bar meter stands. (Contact your Project Coordinator for meter tags and instructions on how to tag your fuel lines.)

**Retire/Renew Gas Service**

**Follow the requirements for New Business.**

- If a post (temporary meter stand) is customer requested or recommended by your Project Coordinator, the installation of the post must meet Consumers Energy requirements. Please contact your Project Coordinator for the latest requirements.
- If renewed service or meter will be installed to a new location, see the “Relocate Gas Meter/Gas Service” section.
- Some locations may not be able to accommodate a 12-foot clearance due to overall site dimensions.

**Photo Instructions – Gas Service**

Site readiness photo submission is a regulatory requirement.

<b>New Business</b>	Site to rough grade. Grade must be leveled. No ruts.	12-foot clear pathway from meter location to gas main. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	Meter location marked. Meter must be mounted to a weatherproof, permanent backer plate for houses that will receive siding.	---
<b>Relocate</b> (See note below)	New meter location. Visible fuel line, if stubbed out.	12-foot clear pathway to new meter location.	No debris at meter location.	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	---
<b>Upgrade</b> (See note below)	Current meter location.	12-foot clear pathway to the meter location, with no debris at meter. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	---	---	---
<b>Meter Set</b> Multi-Meter (MM) Single-Meter (SM)	Multi-meter bracket with visible fuel line for a multi-bar stand, 425 meter and higher.  MM & SM	Fuel line tagged with CE tags and service line connected to the bracket for multi-meter stand.  MM	12-foot clear pathway to meter location, no debris at meter. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)  MM & SM	Pedestal/post for mobile home.  Meter must be mounted to a weatherproof, permanent backer plate for houses that will receive siding.	Meter posts for temporary meter stand.
<b>Retire/Renew</b>	12-foot clear pathway from meter location to gas main. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	Meter location marked. If the meter is being moved to a new location where siding is not present, a weatherproof, permanent backer plate is required. If siding is present, the siding can be used as the permanent mounting backer.	---	---

**Note:** A customer remodeling their home’s exterior, including changing siding, may not have a backerboard behind the meter (because the service was installed before this standard existed). They must contact Consumers Energy to move the meter so a backerboard can be added.

Realistically, there will be instances when homeowners, builders, or contractors temporarily move Company meters without the Company’s permission or knowledge. If you encounter such situations, inform customers of the process and what needs to take place to safely side around the metering. Request that CE temporarily remove the metering, bracket, etc. or relocate the metering to a new location with a backerboard or new final wall covering.

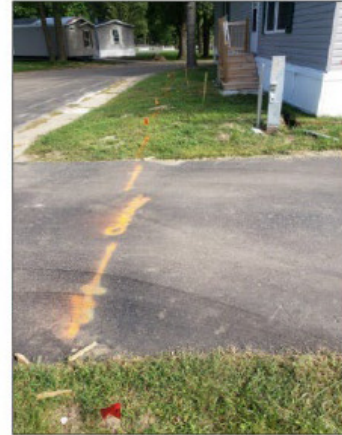
**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to gas main.



Private utilities marked or flagged.



Multi-meter bracket showing Consumers Energy tags on fuel lines and service line connected to bracket.



Mobile home pedestal.



Freestanding/temporary meter post.

**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



New meter location visible with stubbed out fuel line.



No debris at meter location.



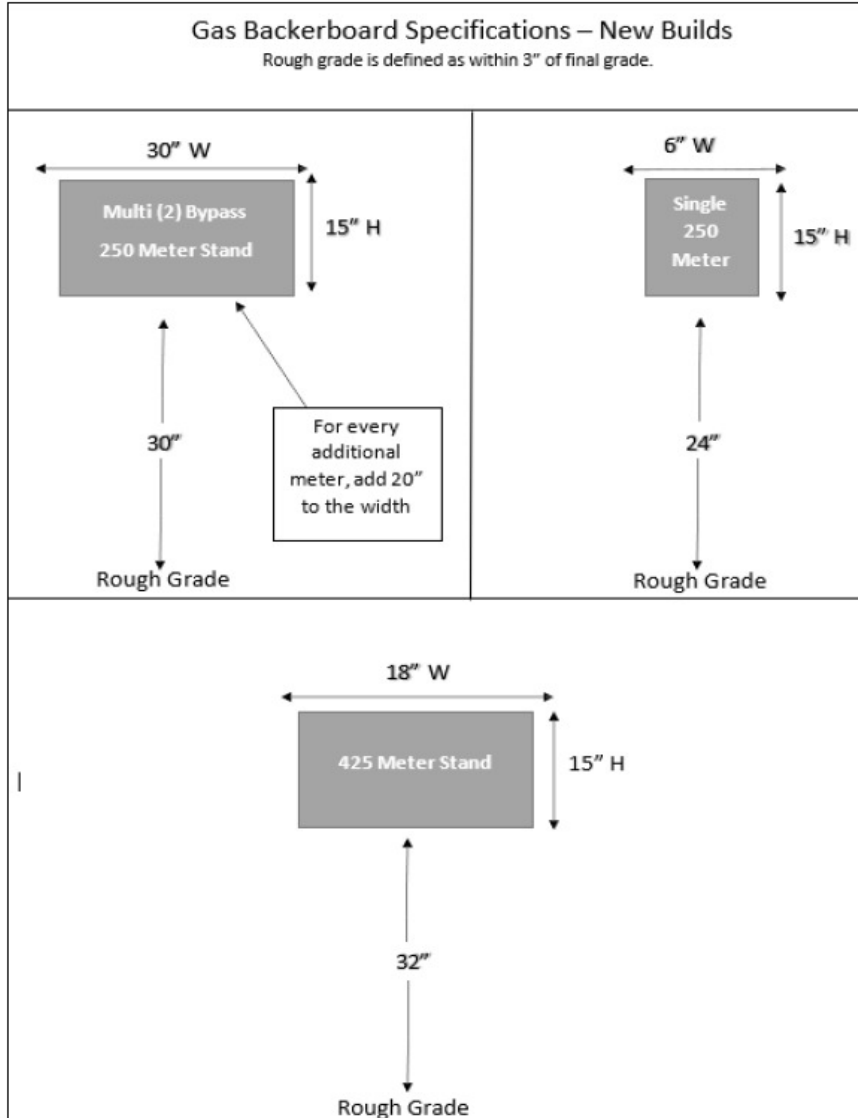
Meter location marked with plywood marked Gas.



Weatherproof permanent backer plate for mounting a meter.



Meter mounted on a weather-proof permanent backer plate.

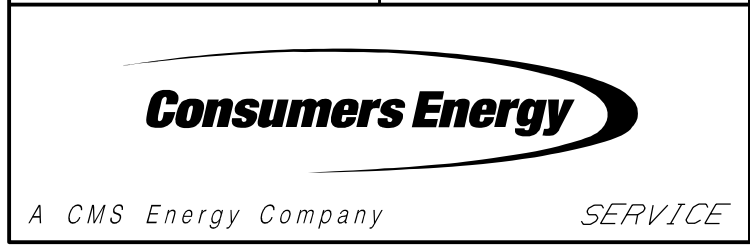
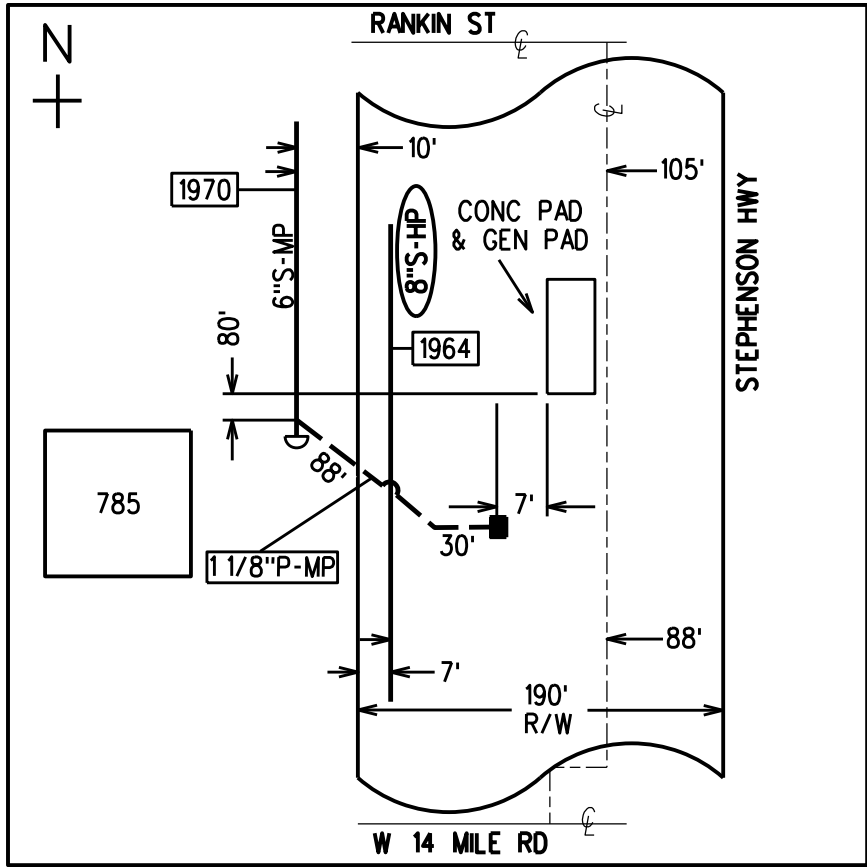


ADDRESS		
785 STEPHENSON TRY GCNC NBS		
PROJECT TITLE		
785 STEPHENSON		
DESIGN NUMBER	AS-BUILT NUMBER	
11789989		
CONSTRUCTION MEASURE NUMBER		
100008050212		
NOTIFICATION NUMBER		
1074619778		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY/TROY		
TRS	DATE	
026135	8/4/2025	

**PIPELINE COATING CERTIFICATION**

ALL FIELD AND FACTORY COATING ON ALL SIZE STEEL PIPE HAS BEEN VISUALLY INSPECTED AND ALL NEW BURIED PIPE INSTALLATIONS THAT ARE 2" OR LARGER IN DIAMETER HAVE BEEN JEEPED AS OUTLINED IN GOM 11.12  YES

PERSON IN-CHARGE: \_\_\_\_\_  N/A



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	Denise K. Wesley	248-563-4827
DESIGNER	Mio Hernandez	

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: <a href="mailto:street_lighting@cmsenergy.com">street_lighting@cmsenergy.com</a>
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION: 1074619778	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to:  
CEM Support Center, Lansing Service Center Room 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1074619778  
Service Address: 785 STEPHENSON, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information when submitting your form helps assure construction execution upon crew arrival.

- |  | <u>YES</u>               | <u>N/A</u>               |
|--|--------------------------|--------------------------|
| 1. Has your payment been submitted to Consumers Energy?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the site at rough grade?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12-foot-wide path clear of debris and construction equipment?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photos. Include photos with Checklist. See <a href="#">customer site readiness photo instructions (attached)</a> for photo submission requirements.          | <input type="checkbox"/> |                          |

Making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location reduces the risk of damages. Mark or expose the following facilities or obstructions including, but not limited to:

- |                                  | <u>YES</u>               | <u>N/A</u>               |                           | <u>YES</u>               | <u>N/A</u>               |
|----------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| Septic tank (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Underground yard lighting | <input type="checkbox"/> | <input type="checkbox"/> |
| Drain field (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Sprinkler systems         | <input type="checkbox"/> | <input type="checkbox"/> |
| Well (Existing or future)        | <input type="checkbox"/> | <input type="checkbox"/> | Electronic dog fences     | <input type="checkbox"/> | <input type="checkbox"/> |
| Conduit                          | <input type="checkbox"/> | <input type="checkbox"/> |                           |                          |                          |

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF TROY**  
**500 W BIG BEAVER RD**  
**TROY MI 48084-5254**

**Amount Due: \$6,340.13**  
**Please pay by: August 28, 2025**

<b>Invoice Number</b>	9328680424
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	08/14/25

**Account: 3000 2485 1366**

785 STEPHENSON TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - - 1074619778 - - - - -

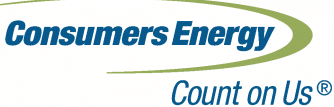
### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Service Contributions	1.0 EA	\$5,590.13	\$5,590.13
Gas CIAC Elevated Pressure Setup Fee	1.0 EA	\$500.00	\$500.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
<b>TOTAL DUE:</b>			<b>\$6,340.13</b>

**See Page 2 for Payment Options.**  
 Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Denise Wesley -248-563-4827 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
 CEM Support Ctr - Lansing RM 122  
 530 W Willow St  
 Lansing, MI 48906-4754

PREPAYMENT REQUEST

**Account: 3000 2485 1366**

**Amount Due: \$6,340.13**  
**Please pay by: August 28, 2025**  
**Enclosed:**

6 330038127611 000006340137 0000 2056 9 300024851366 H

---

**Ways to pay your nonenergy bill:**



**Same-day payment**  
ConsumersEnergy.com

Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593

Discover® MasterCard®  
Visa® or eCheck



**By mail**

Check, money order

Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**

Cash, check, card  
or money order

Varies by authorized payment location

Fee may apply



A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

August 13, 2025

NOTIFICATION #:  
1074619771

CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254

REFERENCE: 801 MINNESOTA, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	5,902.43
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>6,152.43</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>6,152.43</b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: [www.consumersenergy.com](http://www.consumersenergy.com) AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:  
Denise Wesley at 248-563-4827

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

**CUSTOMER RESPONSIBILITIES**

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

**If you have any questions regarding these requirements please direct inquiries to:**

**Denise Wesley** at **248-563-4827**

## Customer Site Readiness Photo Instructions Gas Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

**Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.**

### Requirements for Site Readiness

**For proper meter clearances, please refer to the Gas Meter Location letter or reach out to your Project Coordinator.**

#### New Business Gas Service

- Meter location must be labeled with the word GAS or G or fuel line stubbed out at the meter location.
  - A piece of plywood is also acceptable if propped up at the meter location.
- Meter location must be outside on the building wall or on a pedestal next to the wall of the building/property being served.
  - No obstructions on wall where meter will be located such as water boxes, Generac box/transfer switch, solar boxes, motor intake exhaust, disconnects, outlets, vents, water hose reels.
- Site is to rough grade. Grade must be leveled and private utilities must be marked or flagged.
- 12-foot clear proposed service pathway from the meter location to the gas main location (see service design for service pathway and gas main location).
- Installed subfloor for open basements and depending on meter size:
  - 250 meter: foundation walls.
  - 425-800 meter: framed walls.
  - 2M rotary meter or higher: finished walls.

#### Relocate Gas Meter/Gas Service

**Follow the requirements for New Business.**

- The homeowner must hire their own contractor and pull their own permits for fuel line additions of 10 feet or more or when wall obstructions cannot be moved.
- Customer-owned fuel line must be moved and visible (stubbed out) at the new meter location for same day gas supply.
  - If not stubbed out, the customer will be without a gas supply to their property until the customer's fuel line is installed.
    - Customer will need to call for a turn-on once fuel line is tied in.
  - Customer mechanical contractor to complete the fuel line tie in, unless previously discussed with Project Coordinator.
- Pedestal installed at new meter location for mobile homes.

*Meter will not be installed to the new location unless the customer's fuel line is visible in submitted photos.*

#### Gas Meter Upgrade

**Follow the requirements for Relocate Gas Meter.**

- No obstructions above the meter such as conduit lines, electric meters, hose reels, and water boxes.
- Meter must be 3 feet away from an ignition source such as a generator or outlet.
- 12-foot clear pathway from the meter location to the gas main. (To ensure there is a clear pathway for Service/C&I vehicles to drive/park for larger and multiple meters.)

#### Gas Meter Set

**Follow the requirements for a Gas Meter Upgrade.**

- Pedestal/Post must be installed for mobile home – Post must meet Consumers Energy's current requirements. Consumers Energy will not set a meter onto an outdated meter pedestal. Please consult with your Project Coordinator for current requirements.
- Only a single 250-meter set is eligible for a no-fuel-line-visible configuration.
- All fuel lines must be tagged with Consumers Energy aluminum tags for existing multi-bar meter stands. (Contact your Project Coordinator for meter tags and instructions on how to tag your fuel lines.)

Consumers Energy  
One Energy Plaza  
Jackson, MI 49201

Count on Us

**Retire/Renew Gas Service**

**Follow the requirements for New Business.**

- If a post (temporary meter stand) is customer requested or recommended by your Project Coordinator, the installation of the post must meet Consumers Energy requirements. Please contact your Project Coordinator for the latest requirements.
- If renewed service or meter will be installed to a new location, see Relocate Gas Meter/Gas Service section.

**Photo Instructions – Gas Service**  
 Site readiness photo submission is a regulatory requirement.

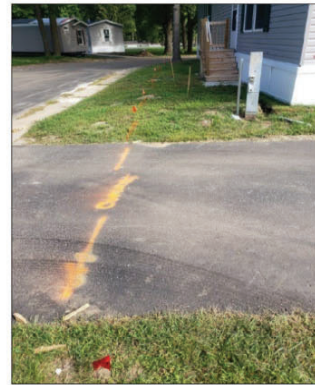
<b>New Business</b>	Site to rough grade. Grade must be leveled.	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.	---
<b>Relocate</b>	New meter location. Visible fuel line, if stubbed out.	Clear pathway to new meter location.	No debris at old meter location.	Private utilities marked or flagged.	---
<b>Upgrade</b>	Current meter location.	Clear pathway to the meter location, with no debris at meter.	---	---	---
<b>Meter Set</b> Multi-Meter (MM) Single-Meter (SM)	Multi-meter bracket with visible fuel line for a multi-bar stand, 425 meter and higher.  MM & SM	Fuel line tagged with CE tags and service line connected to the bracket for multi-meter stand.  MM	Clear pathway to meter location, no debris at meter.  MM & SM	Pedestal/post for mobile home.	Meter posts for temporary meter stand.
<b>Retire/Renew</b>	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.	---	---



Rough grade.



Clear pathway from meter location to gas main.



Private utilities marked or flagged.

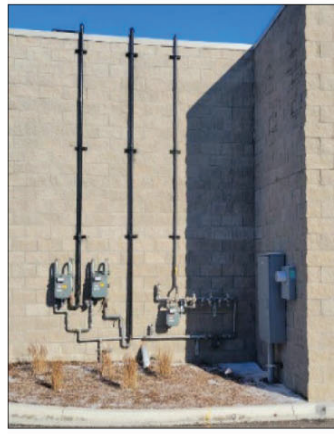
**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



Meter location marked with a G.



New meter location and visible.



No debris at meter location.



Multi-meter bracket showing Consumers Energy tags on fuel lines and service line connected to bracket.



Mobile home pedestal.



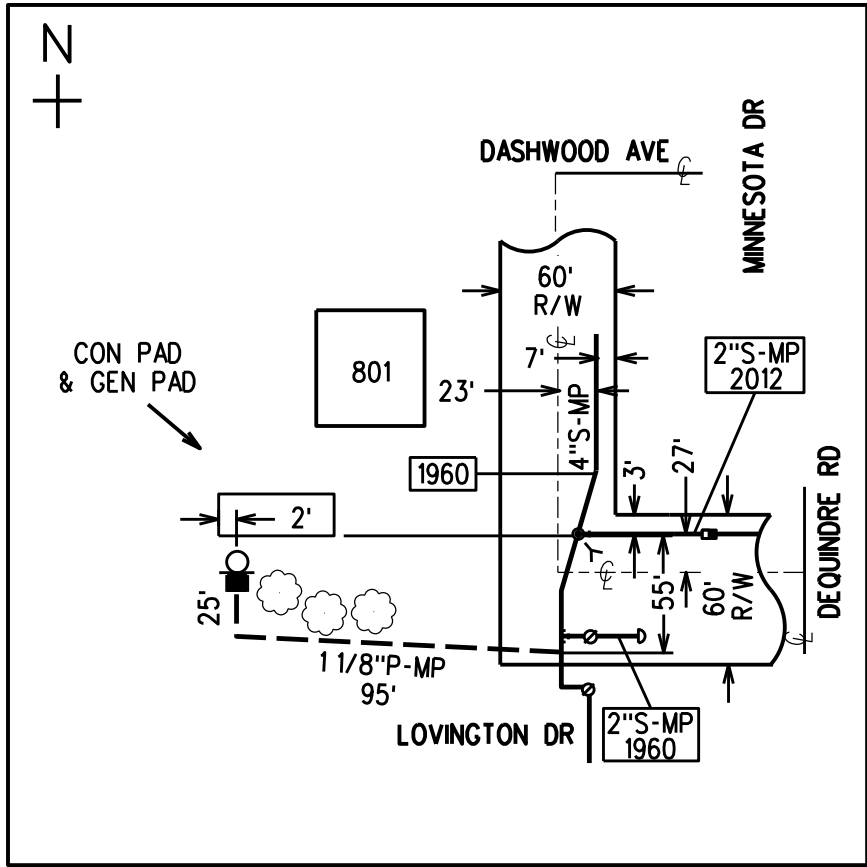
Freestanding/temporary meter post.



Meter location marked with plywood marked Gas.

ADDRESS		
801 MINNESOTA TROY GCNC NBS		
PROJECT TITLE		
801 MINNESOTA		
DESIGN NUMBER	AS-BUILT NUMBER	
11789144		
CONSTRUCTION MEASURE NUMBER		
100008047884		
NOTIFICATION NUMBER		
1074619771		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY/TROY		
TRS	DATE	
026136	7/30/2025	

PIPELINE COATING CERTIFICATION	
ALL FIELD AND FACTORY COATING ON ALL SIZE STEEL PIPE HAS BEEN VISUALLY INSPECTED AND ALL NEW BURIED PIPE INSTALLATIONS THAT ARE 2" OR LARGER IN DIAMETER HAVE BEEN JEEPED AS OUTLINED IN GOM 11.12	
	<input type="checkbox"/> YES
PERSON IN-CHARGE:	<input type="checkbox"/> N/A



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	Denise K. Wesley	248-563-4827
DESIGNER	Mia Hernandez	



**CITY OF TROY**  
**500 W BIG BEAVER RD**  
**TROY MI 48084-5254**

**Amount Due: \$6,152.43**  
**Please pay by: August 27, 2025**

<b>Invoice Number</b>	9328693216
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	08/13/25

**Account: 3000 2484 0773**

801 MINNESOTA TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - - 1074619771

### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Service Contributions	1.0 EA	\$5,402.43	\$5,402.43
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Elevated Pressure Setup Fee	1.0 EA	\$500.00	\$500.00
<b>TOTAL DUE:</b>			<b>\$6,152.43</b>

**See Page 2 for Payment Options.**  
 Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Denise Wesley -248-563-4827 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
 CEM Support Ctr - Lansing RM 122  
 530 W Willow St  
 Lansing, MI 48906-4754

PREPAYMENT REQUEST

**Account: 3000 2484 0773**

**Amount Due: \$6,152.43**  
**Please pay by: August 27, 2025**  
**Enclosed:**

6 330038121417 000006152433 0000 2056 7 300024840773 H

---

**Ways to pay your nonenergy bill:**



**Same-day payment**  
ConsumersEnergy.com  
Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593  
Discover® MasterCard®  
Visa® or eCheck



**By mail**  
Check, money order  
Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**  
Cash, check, card  
or money order  
Varies by authorized payment location  
Fee may apply

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: <a href="mailto:street_lighting@cmsenergy.com">street_lighting@cmsenergy.com</a>
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION: 1074619771	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to:  
CEM Support Center, Lansing Service Center Room 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1074619771

Service Address: 801 MINNESOTA, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information when submitting your form helps assure construction execution upon crew arrival.

- |  | <u>YES</u>               | <u>N/A</u>               |
|--|--------------------------|--------------------------|
| 1. Has your payment been submitted to Consumers Energy?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has your electric meter been inspected and approved by the local city/township inspector?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is the site at rough grade?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Is a 12-foot-wide path clear of debris and construction equipment?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Site Ready Photos. Include photos with Checklist. See <a href="#">customer site readiness photo instructions (attached)</a> for photo submission requirements.          | <input type="checkbox"/> |                          |

Making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location reduces the risk of damages. Mark or expose the following facilities or obstructions including, but not limited to:

- |                                  | <u>YES</u>               | <u>N/A</u>               |                           | <u>YES</u>               | <u>N/A</u>               |
|----------------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|
| Septic tank (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Underground yard lighting | <input type="checkbox"/> | <input type="checkbox"/> |
| Drain field (Existing or future) | <input type="checkbox"/> | <input type="checkbox"/> | Sprinkler systems         | <input type="checkbox"/> | <input type="checkbox"/> |
| Well (Existing or future)        | <input type="checkbox"/> | <input type="checkbox"/> | Electronic dog fences     | <input type="checkbox"/> | <input type="checkbox"/> |
| Conduit                          | <input type="checkbox"/> | <input type="checkbox"/> |                           |                          |                          |

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

August 9, 2025

NOTIFICATION #:  
1074619774

CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254

REFERENCE: 2470 PARIS, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	50.00
Additional Costs - See Invoice:	\$	3,083.44
<b>Total Estimated Cost:</b>	<b>\$</b>	<b>3,333.44</b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b>3,333.44</b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: [www.consumersenergy.com](http://www.consumersenergy.com) AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:  
Denise Wesley at 248-563-4827

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

**Denise Wesley** at **248-563-4827**

## Site Readiness Photo Instructions for Customer-Requested Gas Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

### Requirements for Site Readiness

For proper meter clearances, please refer to the **Gas Meter Location letter** or reach out to your Project Coordinator.

#### New Business Gas Service

- Meter location **must** be labeled with the word GAS or G or fuel line stubbed out at the meter location.
  - A piece of plywood is also acceptable if propped up at the meter location.
  - A weatherproof, permanent backer plate is required for houses that will receive siding. Backer material must meet requirements set forth in [Michigan Building Code, Chapter 14 "Exterior Walls."](#) The board's color is the owner's preference.
- Meter location **must** be outside on the building wall or on a pedestal next to the wall of the building/property being served.
  - No obstructions on the wall where the meter will be located such as water boxes, Generac box/transfer switch, solar boxes, motor intake exhaust, disconnects, outlets, vents, water hose reels.
- Site must be to rough grade (3" to final grade). Grade **must** be leveled and private utilities **must** be marked or flagged.
- 12-foot clear proposed service pathway from the meter location to the gas main location (see service design for service pathway and gas main location).
- Installed subfloor for open basements and depending on meter size:
  - 250 meter: foundation walls.
  - 425-800 meters: framed walls.
  - 2M rotary meter or higher: finished walls.

#### Relocate Gas Meter/Gas Service

Follow the requirements for New Business.

- The homeowner **must** hire their own contractor and pull their own permits for fuel line additions of 10 feet or more or when wall obstructions cannot be moved.
- Customer-owned fuel line **must** be moved and visible (stubbed out) at the new meter location for same-day gas supply.
  - If not stubbed out, the customer will be without a gas supply to their property until the customer's fuel line is installed.
    - Customers will need to call for a turn-on once fuel line is tied in.
  - The customer's mechanical contractor will complete the fuel line tie in, unless previously discussed with Project Coordinator.
- A pedestal shall be installed at the new meter location for mobile homes.

*Meter will not be installed at the new location unless the customer's fuel line is visible in submitted photos.*

#### Gas Meter Upgrade

Follow the requirements for Relocate Gas Meter.

- No obstructions above the meter such as conduit lines, electric meters, hose reels, and water boxes.
- Meter must be 3 feet away from an ignition source such as a generator or outlet.
- 12-foot clear pathway from the meter location to the gas main. (To ensure there is a clear pathway for Service/C&I vehicles to drive/park for larger and multiple meters.)

#### Gas Meter Set

Follow the requirements for a Gas Meter Upgrade.

- Pedestal/Post **must** be installed for mobile home – Post must meet Consumers Energy's current requirements. Consumers Energy will not set a meter onto an outdated meter pedestal. Please consult with your Project Coordinator for current requirements.
- Only a single 250-meter set is eligible for a no-fuel-line-visible configuration.
- All fuel lines must be tagged with Consumers Energy aluminum tags for existing multi-bar meter stands. (Contact your Project Coordinator for meter tags and instructions on how to tag your fuel lines.)

Consumers Energy  
One Energy Plaza  
Jackson, MI 49201

Count on Us

### Retire/Renew Gas Service

#### Follow the requirements for New Business.

- If a post (temporary meter stand) is customer requested or recommended by your Project Coordinator, the installation of the post must meet Consumers Energy requirements. Please contact your Project Coordinator for the latest requirements.
- If renewed service or meter will be installed to a new location, see the “Relocate Gas Meter/Gas Service” section.
- Some locations may not be able to accommodate a 12-foot clearance due to overall site dimensions.

### Photo Instructions – Gas Service

Site readiness photo submission is a regulatory requirement.

<b>New Business</b>	Site to rough grade. Grade must be leveled. No ruts.	12-foot clear pathway from meter location to gas main. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	Meter location marked. Meter must be mounted to a weatherproof, permanent backer plate for houses that will receive siding.	---
<b>Relocate</b> (See note below)	New meter location. Visible fuel line, if stubbed out.	12-foot clear pathway to new meter location.	No debris at meter location.	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	---
<b>Upgrade</b> (See note below)	Current meter location.	12-foot clear pathway to the meter location, with no debris at meter. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	---	---	---
<b>Meter Set</b> Multi-Meter (MM) Single-Meter (SM)	Multi-meter bracket with visible fuel line for a multi-bar stand, 425 meter and higher.  MM & SM	Fuel line tagged with CE tags and service line connected to the bracket for multi-meter stand.  MM	12-foot clear pathway to meter location, no debris at meter. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)  MM & SM	Pedestal/post for mobile home.  Meter must be mounted to a weatherproof, permanent backer plate for houses that will receive siding.	Meter posts for temporary meter stand.
<b>Retire/Renew</b>	12-foot clear pathway from meter location to gas main. Stand at the meter location and face the location of the main to take the photo. (See design for location of the main.)	Private utilities marked or flagged. Clear pathway to the meter location, with no debris at meter.	Meter location marked. If the meter is being moved to a new location where siding is not present, a weatherproof, permanent backer plate is required. If siding is present, the siding can be used as the permanent mounting backer.	---	---

**Note:** A customer remodeling their home’s exterior, including changing siding, may not have a backerboard behind the meter (because the service was installed before this standard existed). They must contact Consumers Energy to move the meter so a backerboard can be added.

Realistically, there will be instances when homeowners, builders, or contractors temporarily move Company meters without the Company’s permission or knowledge. If you encounter such situations, inform customers of the process and what needs to take place to safely side around the metering. Request that CE temporarily remove the metering, bracket, etc. or relocate the metering to a new location with a backerboard or new final wall covering.

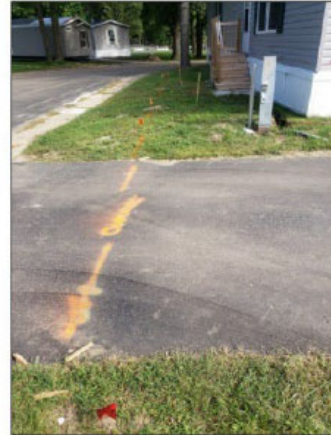
**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to gas main.



Private utilities marked or flagged.



Multi-meter bracket showing Consumers Energy tags on fuel lines and service line connected to bracket.



Mobile home pedestal.

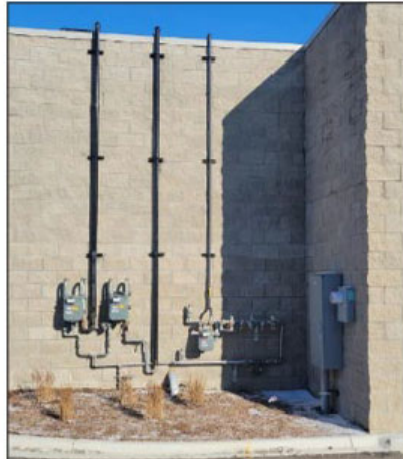


Freestanding/temporary meter post.

**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



New meter location visible with stubbed out fuel line.



No debris at meter location.



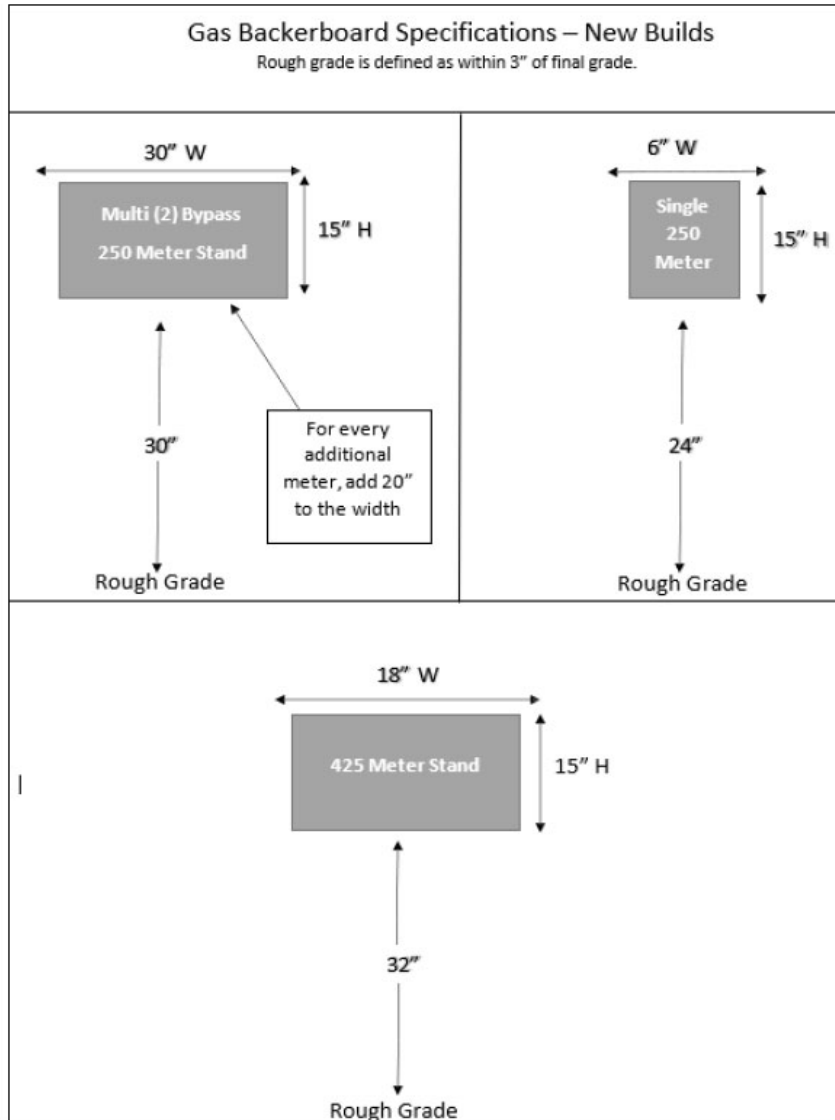
Meter location marked with plywood marked Gas.



Weatherproof permanent backer plate for mounting a meter.



Meter mounted on a weather-proof permanent backer plate.

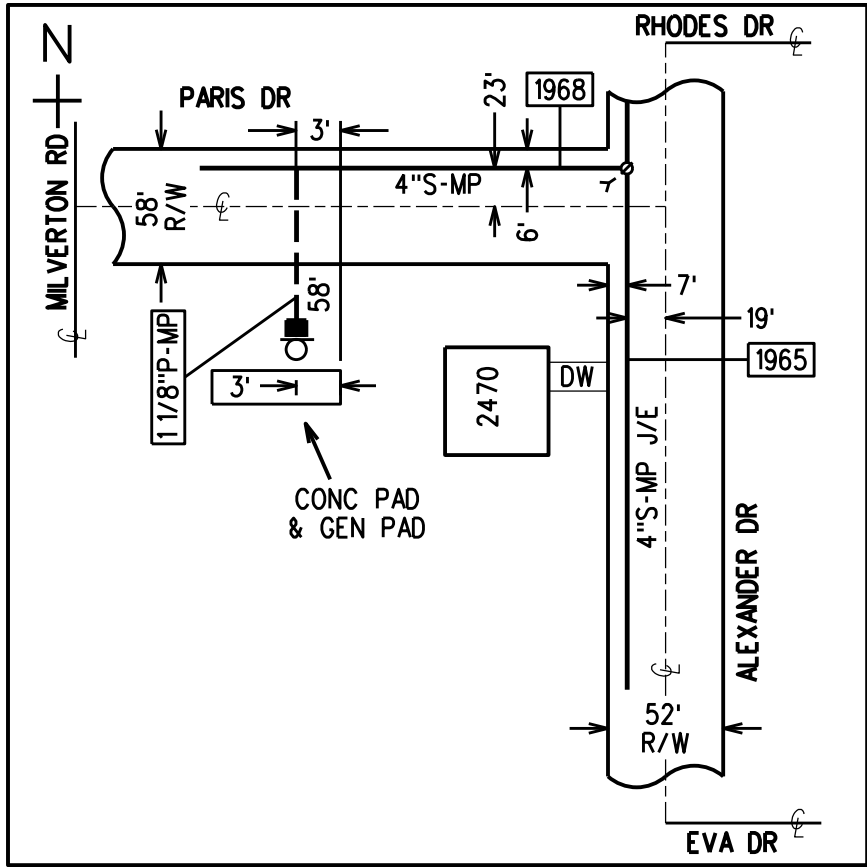


ADDRESS		
2470 PARIS TRY GCNC NBS		
PROJECT TITLE		
2470 PARIS		
DESIGN NUMBER	AS-BUILT NUMBER	
11789152		
CONSTRUCTION MEASURE NUMBER		
100008050088		
NOTIFICATION NUMBER		
1074619774		
ORDER TYPE	ORDER NUMBER	
GCNC		
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY/TROY		
TRS	DATE	
026125	7/30/2025	

**PIPELINE COATING CERTIFICATION**

ALL FIELD AND FACTORY COATING ON ALL SIZE STEEL PIPE HAS BEEN VISUALLY INSPECTED AND ALL NEW BURIED PIPE INSTALLATIONS THAT ARE 2" OR LARGER IN DIAMETER HAVE BEEN JEEPED AS OUTLINED IN GOM 11.12  YES

PERSON IN-CHARGE: \_\_\_\_\_  N/A



A CMS Energy Company SERVICE

CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	Denise K. Wesley	248-563-4827
DESIGNER	Mia Hernandez	

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: <a href="mailto:street_lighting@cmsenergy.com">street_lighting@cmsenergy.com</a>
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION: 1074619774	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to:  
CEM Support Center, Lansing Service Center Room 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1074619774

Service Address: 2470 PARIS, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information when submitting your form helps assure construction execution upon crew arrival.

	<u>YES</u>	<u>N/A</u>
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12-foot-wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photos. Include photos with Checklist. See <a href="#">customer site readiness photo instructions (attached)</a> for photo submission requirements.	<input type="checkbox"/>	

Making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location reduces the risk of damages. Mark or expose the following facilities or obstructions including, but not limited to:

	<u>YES</u>	<u>N/A</u>		<u>YES</u>	<u>N/A</u>
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>
Conduit	<input type="checkbox"/>	<input type="checkbox"/>			

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF TROY**  
**500 W BIG BEAVER RD**  
**TROY MI 48084-5254**

**Amount Due: \$3,333.44**  
**Please pay by: August 23, 2025**

▶ <b>Invoice Number</b>	9328694203
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	08/09/25

▶ **Account: 3000 2480 0827** ◀

▶ 2470 PARIS TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): 1074619774 -

### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Permits (Service)	1.0 EA	\$50.00	\$50.00
Gas CIAC Elevated Pressure Setup Fee	1.0 EA	\$500.00	\$500.00
Gas CIAC Service Contributions	1.0 EA	\$2,583.44	\$2,583.44

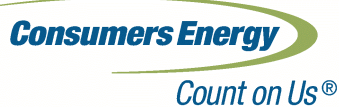
**TOTAL DUE: \$3,333.44**

**See Page 2 for Payment Options.**

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Denise Wesley -248-563-4827 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
 CEM Support Ctr - Lansing RM 122  
 530 W Willow St  
 Lansing, MI 48906-4754

PREPAYMENT REQUEST

**Account: 3000 2480 0827**

**Amount Due: \$3,333.44**  
**Please pay by: August 23, 2025**  
 ▶ **Enclosed:**

6 330038104920 000003333440 0000 2056 5 300024800827 H

---

## Ways to pay your nonenergy bill:



**Same-day payment**  
ConsumersEnergy.com

Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593

Discover® MasterCard®  
Visa® or eCheck



**By mail**

Check, money order

Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**

Cash, check, card  
or money order

Varies by authorized payment location

Fee may apply



A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

September 16, 2025

NOTIFICATION #:  
1074619773

CITY OF TROY  
500 W BIG BEAVER RD  
TROY, MI 48084-5254

REFERENCE: 2560 E MAPLE RD, TROY

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	350.00
Additional Costs - See Invoice:	\$	<u>3,623.09</u>
<b>Total Estimated Cost:</b>	<b>\$</b>	<b><u>4,173.09</u></b>
Less Prepayment Received:	\$	-
<b>Total Estimated Cost Due:</b>	<b>\$</b>	<b><u><u>4,173.09</u></u></b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: [www.consumersenergy.com](http://www.consumersenergy.com) AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:  
Denise Wesley at 248-563-4827

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) Meter Location: A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) Meter Installation: If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home: If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Gas Usage: You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) Additional Charges: Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) Joint Trenching: Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

Denise Wesley at 248-563-4827

## Customer Site Readiness Photo Instructions Gas Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

**Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.**

### Requirements for Site Readiness

**For proper meter clearances, please refer to the Gas Meter Location letter or reach out to your Project Coordinator.**

#### New Business Gas Service

- Meter location must be labeled with the word GAS or G or fuel line stubbed out at the meter location.
  - A piece of plywood is also acceptable if propped up at the meter location.
- Meter location must be outside on the building wall or on a pedestal next to the wall of the building/property being served.
  - No obstructions on wall where meter will be located such as water boxes, Generac box/transfer switch, solar boxes, motor intake exhaust, disconnects, outlets, vents, water hose reels.
- Site is to rough grade. Grade must be leveled and private utilities must be marked or flagged.
- 12-foot clear proposed service pathway from the meter location to the gas main location (see service design for service pathway and gas main location).
- Installed subfloor for open basements and depending on meter size:
  - 250 meter: foundation walls.
  - 425-800 meter: framed walls.
  - 2M rotary meter or higher: finished walls.

#### Relocate Gas Meter/Gas Service

**Follow the requirements for New Business.**

- The homeowner must hire their own contractor and pull their own permits for fuel line additions of 10 feet or more or when wall obstructions cannot be moved.
- Customer-owned fuel line must be moved and visible (stubbed out) at the new meter location for same day gas supply.
  - If not stubbed out, the customer will be without a gas supply to their property until the customer's fuel line is installed.
    - Customer will need to call for a turn-on once fuel line is tied in.
  - Customer mechanical contractor to complete the fuel line tie in, unless previously discussed with Project Coordinator.
- Pedestal installed at new meter location for mobile homes.

*Meter will not be installed to the new location unless the customer's fuel line is visible in submitted photos.*

#### Gas Meter Upgrade

**Follow the requirements for Relocate Gas Meter.**

- No obstructions above the meter such as conduit lines, electric meters, hose reels, and water boxes.
- Meter must be 3 feet away from an ignition source such as a generator or outlet.
- 12-foot clear pathway from the meter location to the gas main. (To ensure there is a clear pathway for Service/C&I vehicles to drive/park for larger and multiple meters.)

#### Gas Meter Set

**Follow the requirements for a Gas Meter Upgrade.**

- Pedestal/Post must be installed for mobile home – Post must meet Consumers Energy's current requirements. Consumers Energy will not set a meter onto an outdated meter pedestal. Please consult with your Project Coordinator for current requirements.
- Only a single 250-meter set is eligible for a no-fuel-line-visible configuration.
- All fuel lines must be tagged with Consumers Energy aluminum tags for existing multi-bar meter stands. (Contact your Project Coordinator for meter tags and instructions on how to tag your fuel lines.)

Consumers Energy  
One Energy Plaza  
Jackson, MI 49201

Count on Us

**Retire/Renew Gas Service**

**Follow the requirements for New Business.**

- If a post (temporary meter stand) is customer requested or recommended by your Project Coordinator, the installation of the post must meet Consumers Energy requirements. Please contact your Project Coordinator for the latest requirements.
- If renewed service or meter will be installed to a new location, see Relocate Gas Meter/Gas Service section.

**Photo Instructions – Gas Service**  
 Site readiness photo submission is a regulatory requirement.

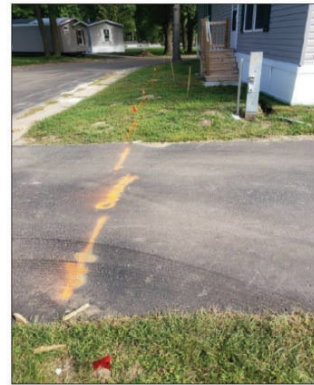
<b>New Business</b>	Site to rough grade. Grade must be leveled.	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.	---
<b>Relocate</b>	New meter location. Visible fuel line, if stubbed out.	Clear pathway to new meter location.	No debris at old meter location.	Private utilities marked or flagged.	---
<b>Upgrade</b>	Current meter location.	Clear pathway to the meter location, with no debris at meter.	---	---	---
<b>Meter Set</b> Multi-Meter (MM) Single-Meter (SM)	Multi-meter bracket with visible fuel line for a multi-bar stand, 425 meter and higher.  MM & SM	Fuel line tagged with CE tags and service line connected to the bracket for multi-meter stand.  MM	Clear pathway to meter location, no debris at meter.  MM & SM	Pedestal/post for mobile home.	Meter posts for temporary meter stand.
<b>Retire/Renew</b>	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.	---	---



Rough grade.



Clear pathway from meter location to gas main.

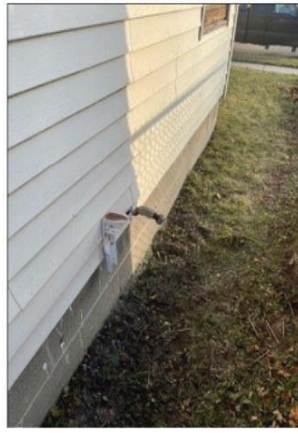


Private utilities marked or flagged.

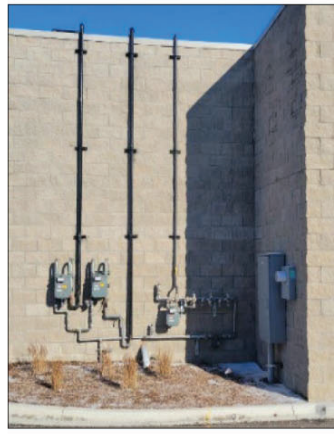
**Photo Instructions – Gas Service**  
Site readiness photo submission is a regulatory requirement.



Meter location marked with a G.



New meter location and visible.



No debris at meter location.



Multi-meter bracket showing Consumers Energy tags on fuel lines and service line connected to bracket.



Mobile home pedestal.



Freestanding/temporary meter post.



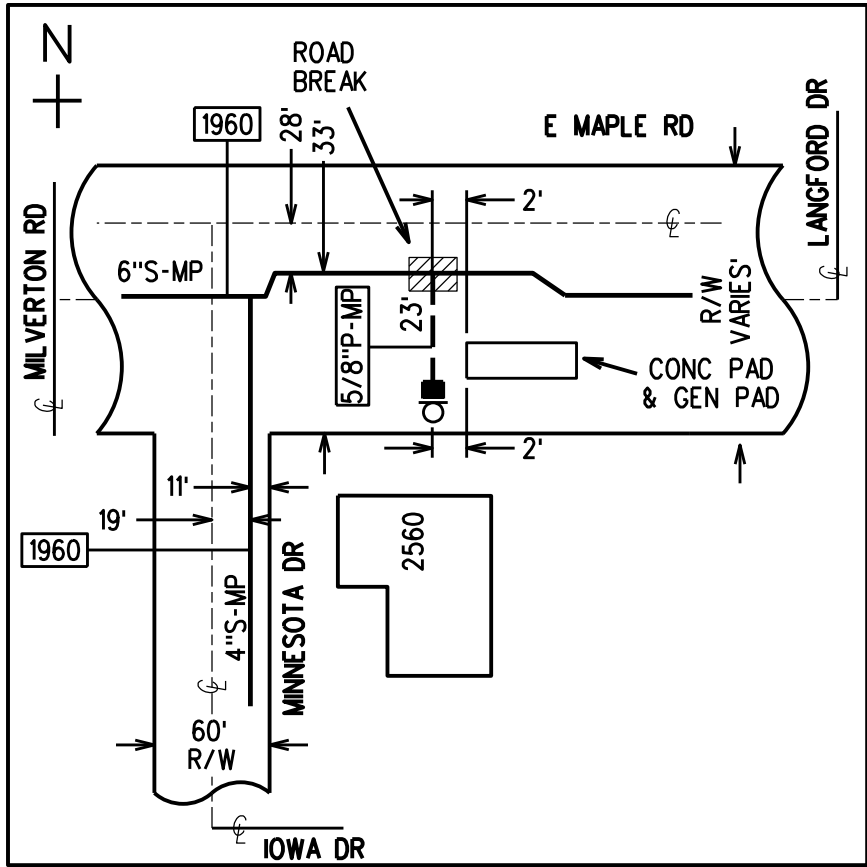
Meter location marked with plywood marked Gas.

ADDRESS		
2560 E MAPLE RD TRY GCNC NBS		
PROJECT TITLE		
2560 E MAPLE RD		
DESIGN NUMBER	AS-BUILT NUMBER	
11789101		
CONSTRUCTION MEASURE NUMBER		
100008035565		
NOTIFICATION NUMBER		
1074619773		
ORDER TYPE	ORDER NUMBER	
GCNC	44877023	
MAINTENANCE ACTIVITY TYPE		
NBS		
METER ORDER NUMBER	METER NUMBER	
READ	METER LOCATION	
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE
COUNTY		
OAKLAND		
CITY/TOWNSHIP		
TROY/TROY		
TRS	DATE	
026136	7/30/2025	

**PIPELINE COATING CERTIFICATION**

ALL FIELD AND FACTORY COATING ON ALL SIZE STEEL PIPE HAS BEEN VISUALLY INSPECTED AND ALL NEW BURIED PIPE INSTALLATIONS THAT ARE 2" OR LARGER IN DIAMETER HAVE BEEN JEEPED AS OUTLINED IN GOM 11.12  YES

PERSON IN-CHARGE: \_\_\_\_\_  N/A



CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	Denise K. Wesley	248-563-4827
DESIGNER	Mia Hernandez	



**CITY OF TROY**  
**500 W BIG BEAVER RD**  
**TROY MI 48084-5254**

**Amount Due: \$4,173.09**  
**Please pay by: September 30, 2025**

▶ <b>Invoice Number</b>	9328702808
<b>PO Number</b>	
<b>PO Date</b>	
<b>Bill Date</b>	09/16/25

▶ **Account: 3000 2496 2221** ◀

▶ 2560 E MAPLE RD TROY - GAS UTILITY INSTALLATION - NOTIFICATION NUMBER (s): - - 1074619773

### NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Elevated Pressure Setup Fee	1.0 EA	\$500.00	\$500.00
Gas CIAC Service Contributions	1.0 EA	\$3,123.09	\$3,123.09
Gas CIAC Permits (Service)	1.0 EA	\$350.00	\$350.00
<b>TOTAL DUE:</b>			<b>\$4,173.09</b>

**See Page 2 for Payment Options.**

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: Denise Wesley -248-563-4827 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
 CEM Support Ctr - Lansing RM 122  
 530 W Willow St  
 Lansing, MI 48906-4754

PREPAYMENT REQUEST

**Account: 3000 2496 2221**

**Amount Due: \$4,173.09**  
**Please pay by: September 30, 2025**  
 ▶ **Enclosed:**

6 330038293745 000004173092 0000 2056 7 300024962221 H

---

## Ways to pay your nonenergy bill:



**Same-day payment**  
ConsumersEnergy.com

Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593

Discover® MasterCard®  
Visa® or eCheck



**By mail**

Check, money order

Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**

Cash, check, card  
or money order

Varies by authorized payment location

Fee may apply

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: <a href="mailto:street_lighting@cmsenergy.com">street_lighting@cmsenergy.com</a>
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input checked="" type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION: 1074619773	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	

# GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to:  
CEM Support Center, Lansing Service Center Room 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1074619773

Service Address: 2560 E MAPLE RD, TROY

Please check all requirements on the checklist below before returning this document. Providing accurate information when submitting your form helps assure construction execution upon crew arrival.

	<u>YES</u>	<u>N/A</u>
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12-foot-wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photos. Include photos with Checklist. See <a href="#">customer site readiness photo instructions (attached)</a> for photo submission requirements.	<input type="checkbox"/>	

Making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location reduces the risk of damages. Mark or expose the following facilities or obstructions including, but not limited to:

	<u>YES</u>	<u>N/A</u>		<u>YES</u>	<u>N/A</u>
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>
Conduit	<input type="checkbox"/>	<input type="checkbox"/>			

Other: \_\_\_\_\_

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

435 N. Telegraph Rd  
Waterford, Michigan 48328



Tuesday, December 9, 2025

City of Troy  
Laura Campbell  
4693 Rochester Rd  
Troy, MI 48085

**Regarding: Commercial Underground Secondary Services in Troy**

Enclosed are two (2) copies of the Commercial Underground Secondary Services Agreement for your signature. The payment for this work is **\$1,500.00** based on the installation of 1 service(s) as indicated on the agreement. When you are satisfied that the information is correct, please sign one (1) copy.

Please return the signed agreement to me, along with a check made payable to DTE Energy for **\$1,500.00**. When we receive the agreement and your check, we will proceed to schedule the work. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

***Ashton Fisher /s/***

Ashton Fisher  
Associate Planner

ashton.fisher@dteenergy.com

Enclosures:

Two copies of the Commercial Underground Secondary Services Agreement



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 City of Troy  
 Laura Campbell  
 4693 Rochester Rd  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, three phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

**A. Service Installations**

1.) Number of Services Installed	1
2.) Charges for Services Installed	\$ 1,500.00

**B. Total Payment Due:** \$ 1,500.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench #	DTE Cable Ft. /Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit #	DTE Conduit Ft. /Ft.	Misc. \$	Cust Trench #	Cust Trench Ft. /Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	150	\$10.00	780 Stephenson		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 1,500.00
		Misc. Chg Descr:					Svc Descr: 200 amp comm service for city.					77111397	
<b>Total 1 Services</b>												<b>\$ 1,500.00</b>	



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 City of Troy  
 Laura Campbell  
 4693 Rochester Rd  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, three phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

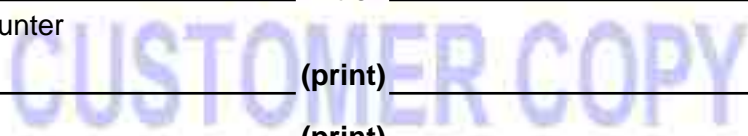
**A. Service Installations**

1.) Number of Services Installed	1
2.) Charges for Services Installed	\$ 1,500.00

**B. Total Payment Due:** \$ 1,500.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_



**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

CUSTOMER COPY

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench # Ft.	DTE Cable \$/Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit # Ft.	DTE Conduit \$/Ft.	Misc. \$	Cust Trench # Ft.	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	150	\$10.00	780 Stephenson		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00	77111397	\$ 1,500.00
			Misc. Chg Descr:			Svc Descr:	200 amp comm service for city.						
<b>Total 1 Services</b>												<b>\$ 1,500.00</b>	

CUSTOMER COPY

435 N. Telegraph Rd  
Waterford, Michigan 48328



Tuesday, December 9, 2025

CITY OF TROY  
LAURA CAMPBELL  
4693 ROCHESTER RD  
Troy, MI 48085

**Regarding: Commercial Underground Secondary Services in Troy**

Enclosed are two (2) copies of the Commercial Underground Secondary Services Agreement for your signature. The payment for this work is **\$250.00** based on the installation of **1** service(s) as indicated on the agreement. When you are satisfied that the information is correct, please sign one (1) copy.

Please return the signed agreement to me, along with a check made payable to DTE Energy for **\$250.00**. When we receive the agreement and your check, we will proceed to schedule the work. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

***Ashton Fisher /s/***

Ashton Fisher  
Associate Planner

ashton.fisher@dteenergy.com

Enclosures:

Two copies of the Commercial Underground Secondary Services Agreement



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TROY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, single phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

**A. Service Installations**

1.) Number of Services Installed	1
2.) Charges for Services Installed	\$ 250.00

**B. Total Payment Due:** \$ 250.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a. private electrical lines	i. burial sites of pets
b. sprinkler systems	j. geothermal systems
c. invisible fences	k. private water mains and lines
d. swimming pool hardware	l. solar power equipment
e. septic tanks and fields	m. privately owned gas
f. fiber optic lines	n. propane and petroleum lines
g. security systems	o. any other underground equipment not previously listed.
h. heated sidewalk and driveway equipment	
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench # Ft.	DTE Cable \$/Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit # Ft.	DTE Conduit \$/Ft.	Misc. \$	Cust Trench # Ft.	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	25	\$10.00	801 MINNESOTA		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 250.00
			Misc. Chg Descr:			Svc Descr:	200 AMP SERVICE/	3/0 AL				77111805	
<b>Total 1 Services</b>												<b>\$ 250.00</b>	



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TROY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, single phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

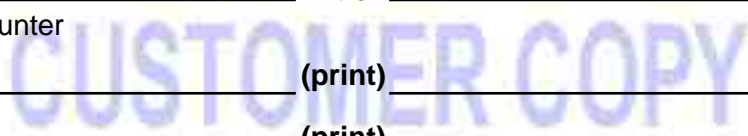
**A. Service Installations**

- 1.) Number of Services Installed 1
- 2.) Charges for Services Installed \$ 250.00

**B. Total Payment Due:** **\$ 250.00**

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_



**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

CUSTOMER COPY

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench #	DTE Cable Ft. /Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit #	DTE Conduit Ft. /Ft.	Misc.	Cust Trench \$#	Cust Trench Ft. /Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	25	\$10.00	801 MINNESOTA		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 250.00
			Misc. Chg Descr:			Svc Descr:	200 AMP SERVICE/	3/0 AL				77111805	
<b>Total 1 Services</b>												<b>\$ 250.00</b>	

CUSTOMER COPY

435 N. Telegraph Rd  
Waterford, Michigan 48328



Tuesday, December 9, 2025

CITY OF TYOY  
LAURA CAMPBELL  
4693 ROCHESTER RD  
Troy, MI 48085

**Regarding: Commercial Underground Secondary Services in Troy**

Enclosed are two (2) copies of the Commercial Underground Secondary Services Agreement for your signature. The payment for this work is **\$150.00** based on the installation of **1** service(s) as indicated on the agreement. When you are satisfied that the information is correct, please sign one (1) copy.

Please return the signed agreement to me, along with a check made payable to DTE Energy for **\$150.00**. When we receive the agreement and your check, we will proceed to schedule the work. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

***Ashton Fisher /s/***

Ashton Fisher  
Associate Planner

ashton.fisher@dteenergy.com

Enclosures:

Two copies of the Commercial Underground Secondary Services Agreement



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TYOY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, single phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

**A. Service Installations**

1.) Number of Services Installed		1
2.) Charges for Services Installed	\$	150.00

**B. Total Payment Due:** \$ 150.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a. private electrical lines	i. burial sites of pets
b. sprinkler systems	j. geothermal systems
c. invisible fences	k. private water mains and lines
d. swimming pool hardware	l. solar power equipment
e. septic tanks and fields	m. privately owned gas
f. fiber optic lines	n. propane and petroleum lines
g. security systems	o. any other underground equipment not previously listed.
h. heated sidewalk and driveway equipment	
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench #	DTE Cable \$/Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit #	DTE Conduit \$/Ft.	Misc.	Cust Trench \$	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	15	\$10.00	2470 Paris Dr		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 150.00
			Misc. Chg Descr:				Svc Descr:	3/0 al in customer conduit				77150855	
<b>Total 1 Services</b>												<b>\$ 150.00</b>	



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TYOY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, single phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

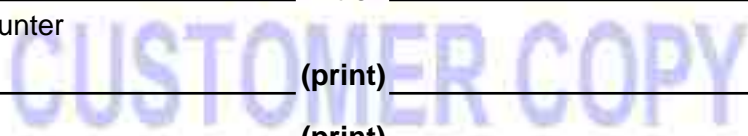
**A. Service Installations**

- 1.) Number of Services Installed 1
- 2.) Charges for Services Installed \$ 150.00

**B. Total Payment Due:** **\$ 150.00**

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_



**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

CUSTOMER COPY

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY



Service Details

Services will be installed in Troy, Oakland County.

DTE No.	DTE Cable	DTE Trench # Ft.	DTE Cable \$/Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit # Ft.	DTE Conduit \$/Ft.	Misc.	Cust Trench \$# Ft.	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	15	\$10.00	2470 Paris Dr		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 150.00
			Misc. Chg Descr:			Svc Descr:	3/0	al in customer	conduit			77150855	
<b>Total 1 Services</b>												<b>\$ 150.00</b>	

CUSTOMER COPY

435 N. Telegraph Rd  
Waterford, Michigan 48328



Tuesday, December 9, 2025

CITY OF TROY  
LAURA CAMPBELL  
4693 ROCHESTER RD  
Troy, MI 48085

**Regarding: Commercial Underground Secondary Services in Troy**

Enclosed are two (2) copies of the Commercial Underground Secondary Services Agreement for your signature. The payment for this work is **\$250.00** based on the installation of **1** service(s) as indicated on the agreement. When you are satisfied that the information is correct, please sign one (1) copy.

Please return the signed agreement to me, along with a check made payable to DTE Energy for **\$250.00**. When we receive the agreement and your check, we will proceed to schedule the work. To ensure proper credit, the contract number should be indicated on your remitted check. Keep the "Customer Copy" document for your records.

If you have any questions regarding this job, please feel free to contact me at the phone number or e-mail address indicated below.

Sincerely,

***Ashton Fisher /s/***

Ashton Fisher  
Associate Planner

ashton.fisher@dteenergy.com

Enclosures:

Two copies of the Commercial Underground Secondary Services Agreement



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TROY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, three phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

**A. Service Installations**

1.) Number of Services Installed	1
2.) Charges for Services Installed	\$ 250.00

**B. Total Payment Due:** \$ 250.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_

**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:

a. private electrical lines	i. burial sites of pets
b. sprinkler systems	j. geothermal systems
c. invisible fences	k. private water mains and lines
d. swimming pool hardware	l. solar power equipment
e. septic tanks and fields	m. privately owned gas
f. fiber optic lines	n. propane and petroleum lines
g. security systems	o. any other underground equipment not previously listed.
h. heated sidewalk and driveway equipment	
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.



Service Details

Services will be installed in Troy, Oakland County.

DTE No.	DTE Cable	DTE Trench # Ft.	DTE Cable \$/Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit # Ft.	DTE Conduit \$/Ft.	Misc.	Cust Trench \$/Ft.	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal
1.	COMM-SIZED	25	\$10.00	2560 E MAPLE RD		\$ 0.00	0	\$ 0.00	\$ 0.00	0	\$ 0.00		\$ 250.00
			Misc. Chg Descr:			Svc Descr:	25' OF 3/0 AL CABLE IN CUST CONDUIT 77150992						
<b>Total 1 Services</b>												<b>\$ 250.00</b>	



"DTE Energy" and "Customer" make this agreement for consideration of the promises in the Agreement.

**"DTE Energy" is:**  
 The DTE Energy Company  
 435 N. Telegraph Rd  
 Waterford, Michigan 48328

**"Customer" is:**  
 CITY OF TROY  
 LAURA CAMPBELL  
 4693 ROCHESTER RD  
 Troy, MI 48085

**Background Statement:** Customer requests DTE Energy to install a 120/240 volt ac, three phase commercial underground secondary service in Troy from the source to the Customer's equipment. DTE Energy will install 1 service(s) to the address/lot numbers indicated on the Service Details page(s).

Under Michigan Public Service Commission rules, DTE Energy is permitted to require payment before constructing the commercial underground secondary service.

**DTE Energy and Customer agree to the following terms:**

**See details of this contract under the Terms and Conditions section**

**Payment Breakdown** - There are standard costs involved each time an underground service is installed. DTE Energy calculates standard costs. For details of the services see page(s) labeled Service Details, which is part of this agreement.

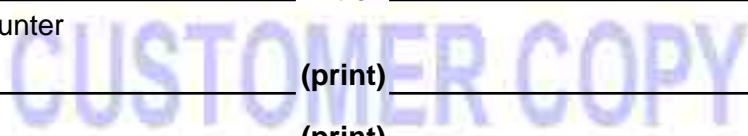
**A. Service Installations**

1.) Number of Services Installed		1
2.) Charges for Services Installed	\$	250.00

**B. Total Payment Due:** \$ 250.00

DTE Energy:(sign) Andrea J Hunter /s/ Title: Supervisor Date: 12-9-2025  
 Andrea J Hunter

Customer:(sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_  
 (sign) \_\_\_\_\_ (print) \_\_\_\_\_ Date: \_\_\_\_\_



**Terms and Conditions**  
**Agreement for Commercial Underground Secondary Services**

1. **MPSC Rules** - This Agreement is subject to the Michigan Public Services Commission ("MPSC") Rules, including but not limited to, Rule C6.1, "Extension of Service"; Rule C6.2, "Overhead Extension Policy"; Rule C6.3 "Underground Distribution Systems"; and Rule C6.5 "Miscellaneous Customer Requests", which are incorporated herein by reference.
2. **Description of Work** - DTE Energy or one of its contractors shall install the underground conductors and any associated overhead or underground equipment required for the underground service, (collectively, the "Work"). DTE Energy will only install electric service and is not responsible for any other utility service including, but not limited to, cable television, or other communication services. Customer shall contact those companies responsible for the installation of services other than electrical service.
3. **Customer Staking Requirements**
  - a. Prior to commencement of the Work, Customer shall visually identify, by either exposing or clearly staking through the use of flags or other appropriate identification device, all private underground property, including but not limited to:
    - a. private electrical lines
    - b. sprinkler systems
    - c. invisible fences
    - d. swimming pool hardware
    - e. septic tanks and fields
    - f. fiber optic lines
    - g. security systems
    - h. heated sidewalk and driveway equipment
    - i. burial sites of pets
    - j. geothermal systems
    - k. private water mains and lines
    - l. solar power equipment
    - m. privately owned gas
    - n. propane and petroleum lines
    - o. any other underground equipment not previously listed.
  - b. If Customer refuses the route suggested by DTE Energy for the Work and requests an alternative route, which is mutually agreed to by Customer and DTE Energy, Customer shall stake the alternative route as provided in paragraph 3(a) above.
  - c. If Customer fails to clearly stake all private underground property, then Customer releases DTE Energy from any and all liability for property damage related to the installation, operation or maintenance of the Work, including, but not limited to, loss of trees, shrubs or other landscape.
4. **Requirements for the Work** - Prior to digging trench, Customer shall ensure that grade on the site is within four (4) inches of final grade and the route is clear of building materials, debris and any other obstructions before DTE Energy will commence any work. Additionally, Customer must provide conduit under existing and future decks, patios and cement work.
5. **Footage Discrepancies** - If there is a difference in the footage amount quoted for the Total Payment for the Work and the actual footage installed, then:
  - a. If the footage amount **installed** is ten (10) feet **or more** than the footage quoted, Customer will be invoiced for the additional footage installed.
  - b. If the footage amount **quoted** is ten (10) feet **or more** than the footage installed, DTE Energy will issue a credit or refund check to Customer.
6. **Total Payment** - By executing this Agreement, Customer agrees to pay DTE Energy the "Total Payment" calculated on page 1 of this Agreement.
7. **Termination prior to Commencement of Work** - If Customer fails to complete any obligations under this Agreement within six (6) months from the date DTE Energy receives full payment or the Total payment, then, upon written notice, DTE Energy may cancel this Agreement and a refund may be issued to Customer, less all reasonable costs incurred by DTE Energy.
8. **Failure to Execute Agreement; Changes to Agreement** - If the Customer fails to execute this Agreement and pay the Total payment due to DTE Energy within six (6) months of the date of this Agreement, then this Agreement shall become null and void. Further, Customer shall not make any changes to this Agreement, including but not limited to handwritten changes or striking any language. In the event Customer makes any changes to this Agreement without the specific written consent of DTE Energy, then this Agreement shall become null and void.
9. **Damages and Limitation on Liability** - If Customer, its contractors, agents, and/or employees cause damage to the Work, then Customer shall reimburse DTE Energy for all costs related to that damage.

DTE Energy's sole liability to Customer, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the Work, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to either DTE Energy repairing or replacing the Work at its own expense or, at DTE Energy's option, refund the money paid for the Work. The foregoing shall be Customer's sole remedy. In no event will DTE Energy or its contractors be liable under this Agreement or under any cause of action relating to the subject matter of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability, indemnity or otherwise, for any incidental or consequential damages including but not limited to loss of use, interest charges, inability to operate full capacity, lost profits or other similar claims of Customer.

CUSTOMER COPY

- 10. Set Off** - DTE Energy shall be entitled at any time to set off any sums owing by Customer or any of Customer's affiliated companies with common ownership, to DTE Energy or any of DTE Energy's affiliated companies, against sums payable by DTE Energy.
- 11. Assignment and Notices** - Customer shall not assign this Agreement without DTE Energy's prior written consent. All notices required by this Agreement must be in writing and sent by U.S. mail or delivered in person to the addresses listed on page 1 of this Agreement.
- 12. Saving Clause** - Each term and condition of this Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.
- 13. Governing Law and Jurisdiction** - This Agreement shall be construed in accordance with the law of the State of Michigan, without regard to conflict of law principals. The parties agree that any action with respect to this Agreement shall be brought in a court of competent jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.
- 14. Entire Agreement** - This Agreement together with the DTE Energy Rate Book on file with the MPSC, the Electrical Service Installation Guide, which is available at:

[www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html](http://www.dteenergy.com/businessCustomers/buildersContractors/electricService/standards.html)

and, if applicable, the Certificate of Grade (referred to herein collectively, as the "Contract Documents") constitutes the entire Agreement between the parties regarding this transaction. Any agreements, negotiations or understanding of the parties prior to or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of a conflict between the Contract Documents, then the Contract Document shall control in the order stated above.

CUSTOMER COPY



Service Details

Services will be installed in Troy, Oakland County.

No.	DTE Cable	DTE Trench #	DTE Cable Ft.	Street Address	Lot #	Winter Constr. Charge	DTE Conduit #	DTE Conduit Ft.	DTE Conduit \$/Ft.	Misc.	Cust Trench \$	Cust Trench Ft.	Cust Trench \$/Ft.	W.O. /CUS#	Subtotal	
1.	COMM-SIZED	25	\$10.00	2560 E MAPLE RD		\$ 0.00	0	\$ 0.00		\$ 0.00	0	\$ 0.00			\$ 250.00	
			Misc. Chg Descr:			Svc Descr:	25' OF 3/0 AL CABLE IN CUST CONDUIT 77150992									
<b>Total 1 Services</b>														<b>\$ 250.00</b>		

CUSTOMER COPY



# Proposal & Scope of Work

**Date:** 12/15/2025

**Proposal ID:** SCOT251124001

**TO: DENNIS TRANTHAM**  
 City of Troy  
 4695 Rochester Road  
 Troy, MI 48085

**FROM: Scott Steinmetz**  
**PROJECT: Lift Stations 1,2,3&6**

**Shaw Service and Maintenance Contacts**

<b>Scott Steinmetz, Service Project Manager</b>	Direct (248) 228-2080   (619) 651-5800   <a href="mailto:sssteinmetz@shaws.com">sssteinmetz@shaws.com</a>
<b>Dispatch</b>	Direct (248) 228-2080   <a href="mailto:service@shaws.com">service@shaws.com</a>
<b>After Hours Emergency Number</b>	(877) 370-7076
<b>Service Email</b>	<a href="mailto:service@shaws.com">service@shaws.com</a>

<i>Included</i>	<i>Excluded</i>		<i>Included</i>	<i>Excluded</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sales &amp; Use Tax</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Payment &amp; Performance Bonds</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Electrical Permit Costs &amp; Fees</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Overtime Costs</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Fire Division Inspection Fees</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Temperature Controls</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Building Permit Fees</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Patching &amp;/or repair of holes in walls or floors</i>

*This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.*

**SCOPE OF WORK:**

Enter Scope of work here

This proposal is based on the drawings provided by Tetra Tech, dated 9/17/2025, for Lift Stations 1, 2, 3 and 6. Shaw will furnish and install the meter cabinet, RP-Gen panel, disconnect switch, and all associated conduits and wiring as shown on the drawings. Generators and ATS switches will be provided by COT. Plumbing costs (Limbach) are included.

Underground conduit will be PVC, above-ground conduit will be standard GRC, and all electrical wiring will be XHHW.

**EXCLUSIONS & ASSUMPTIONS:**

All work to be performed during normal working hours Monday through Friday.

Open excavation, directional boring, concrete demo (sidewalks), Concrete work (new pad for generator & replacement of sidewalks), Consumers costs & DTE costs are not included.

**Total Offering Price Lift Station 1:** [\\$109,585.00](#)  
**Total Offering Price Lift Station 2:** [\\$106,231.00](#)  
**Total Offering Price Lift Station 3:** [\\$116,225.00](#)  
**Total Offering Price Lift Station 6:** [\\$122,741.00](#)

*Scott M Steinmetz*

**Shaw Service & Maintenance**

## Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.



22100 Telegraph  
 Southfield, MI 48033  
 Phone: (248) 228-2000  
 Fax: (248) 228-2080

**STANDARD SERVICE ELECTRICIAN**  
**Rates Spreadsheet**  
**7/25-6/26 Rates**

<b>ESTIMATE NAME:</b> Lift Station 1		<b>SERVICE ESTIMATE #:</b> SCOT251124001	
<b>CUSTOMER:</b> City of Troy		<b>SHAW REVISION #:</b> 2	
<b>DATED:</b> 12/15/2025		<b>SHAW QUOTE DATE:</b> 12/2/2025	
<b>DESCRIPTION:</b> This proposal is based on the drawings provided by Tetra Tech, dated 9/17/2025, for Lift Station 1. Shaw will furnish and install the meter cabinet, RP-Gen panel, disconnect switch, and all associated conduits and wiring as shown on the drawings. Generators and ATS switches will be provided by COT. Gas connections costs (Limbach) are included.			
***Excavation/concrete work, Consumers costs, and DTE costs are not included***.			
Underground conduit will be PVC, above-ground conduit will be standard GRC, and all electrical wiring will be XHHW.			
<b>PLANS ISSUED:</b>			
<b>SPECS. ISSUED:</b>			
<b>SKETCHES ISSUED:</b>			
<b>QTY ELEC/TECH DWGS ISSUED:</b>			
<b>MATERIAL</b>			
	MC2		\$ 12,661
	Mc-Mc Meter Can, Panel, Disconnect		\$ 8,962
			\$ -
	<b>ESCALATION/TARIFFS @</b> 14%	<b>INC FASTENERS/LABELS</b>	\$ 3,027
	<b>FREIGHT/HANDLING CHARGES @</b> 7%		\$ 1,479
	<b>MI SALES TAX @</b> 6%		\$ 1,829
	<b>MATERIAL TOTAL</b>		\$ 27,958
<b>DIRECT INSTALLATION LABOR - PER ATTACHED SHEETS</b>			
	427 HOURS @ Straight	\$ 122.00	<b>SERVICE ELECTRICIAN</b> \$52,094
	0		
	0		
	0 HOURS @ Time & 1/2	\$ 195.00	<b>SERVICE ELECTRICIAN</b> \$0
	0		
	0		
	0 HOURS @ Double	\$ 241.00	<b>SERVICE ELECTRICIAN</b> \$0
	0		
	0		
<b>SUPERVISION - 15% OF DIRECT LABOR HOURS (PROCUREMENT, DETAILING, LOGISTICS)</b>			
	64 HOURS @ Straight	\$ 122.00	<b>SERVICE FOREMAN</b> \$7,814
	0 HOURS @ Time & 1/2	\$ 225.00	<b>SERVICE FOREMAN</b> \$0
	0 HOURS @ Double	\$ 277.00	<b>SERVICE FOREMAN</b> \$0
		0%	<b>INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES</b> \$0
	<b>LABOR TOTAL (Includes Markup)</b>		\$59,908
<b>EQUIPMENT - LARGE OR SPECIAL TOOLING</b>			
	Manhole Retrieval System		\$1,000
	DTE Costs		\$0
	Consumer Costs		\$0
	CIRCUIT TRACER/MEGGER/PHASE ROTATION METER		\$0
	CORING		\$0
	POWER LOGGER		\$0
	PERMIT		\$0
	<b>EQUIPMENT TOTAL</b>		\$1,000
<b>ENGINEERING/DOCUMENT MAINTENANCE</b>			
	8 HOURS	\$ 96.00	<b>SERVICE ENGINEER/FIELD DETAIL/SURVEY</b> \$768
	2 HOURS	\$ 96.00	<b>VDC/BIM COORDINATOR/PLOTS/DWGS</b> \$192
	0 HOURS	\$ 100.00	<b>SAFETY REP/ADMINISTRATION</b> \$0
<b>DIRECT JOB EXPENSES/SMALL TOOLS/SAFETY/CONSUMMABLES/FIRST AID</b>			
	AS PERCENT @ 10%		<b>OF LABOR ABOVE TOTAL</b> \$5,991
	or AS ITEMIZED ON THE DJE CHECKLIST Pg 2 of 2		\$0
	<b>DIRECT JOB EXPENSES TOTAL</b>		\$5,991
<b>TOTAL COSTS</b>			
	<b>OH &amp; P ON EQUIPMENT @</b> 15%		\$1,049
	<b>OH &amp; P ON MATERIAL @</b> 15%		\$4,194
<b>SUBCONTRACTORS</b>			
	Limbach		\$7,000
	Positive Energy		\$0
	Set Generator		\$750
			\$0
	<b>SUBCONTRACTOR TOTAL</b>		\$7,750
	<b>FEE ON SUBS @</b> 10%		\$775
<b>PLM BOND / INSURANCE COSTS</b>			
			\$0
<b>TOTAL PRICE FOR THIS QUOTATION</b>			<b>\$109,585</b>



22100 Telegraph  
 Southfield, MI 48033  
 Phone: (248) 228-2000  
 Fax: (248) 228-2080

**STANDARD SERVICE ELECTRICIAN**  
**Rates Spreadsheet**  
**7/25-6/26 Rates**

**ESTIMATE NAME:** Lift Station 2 **SERVICE ESTIMATE #:** SCOT251124001  
**CUSTOMER:** City of Troy **SHAW REVISION #:** 2  
**DATED:** 12/15/2025 **SHAW QUOTE DATE:** 12/2/2025

**DESCRIPTION:** This proposal is based on the drawings provided by Tetra Tech, dated 9/17/2025, for Lift Station 2. Shaw will furnish and install the meter cabinet, RP-Gen panel, disconnect switch, and all associated conduits and wiring as shown on the drawings. Generators and ATS switches will be provided by COT. Gas connections costs (Limbach) are included.

\*\*\*Excavation/concrete work, Consumers costs, and DTE costs are not included\*\*\*.  
 Underground conduit will be PVC, above-ground conduit will be standard GRC, and all electrical wiring will be XHHW.

**PLANS ISSUED:**  
**SPECS. ISSUED:**  
**SKETCHES ISSUED:**  
**QTY ELEC/TECH DWGS ISSUED:**

<b>MATERIAL</b>	MC2		\$	11,458
	Mc-Mc Meter Can, Panel, Disconnect		\$	8,962
			\$	-
	<b>ESCALATION/TARIFFS @</b>	14%	\$	2,859
	<b>FREIGHT/HANDLING CHARGES @</b>	7%	\$	1,397
	<b>MI SALES TAX @</b>	6%	\$	1,727
	<b>MATERIAL TOTAL</b>			\$ 26,403

<b>DIRECT INSTALLATION LABOR - PER ATTACHED SHEETS</b>				
	417 HOURS @ Straight	\$ 122.00	<b>SERVICE ELECTRICIAN</b>	\$50,874
	0			
	0			
	0 HOURS @ Time & 1/2	\$ 195.00	<b>SERVICE ELECTRICIAN</b>	\$0
	0			
	0 HOURS @ Double	\$ 241.00	<b>SERVICE ELECTRICIAN</b>	\$0
	0			
	0			
<b>SUPERVISION - 15% OF DIRECT LABOR HOURS (PROCUREMENT, DETAILING, LOGISTICS)</b>				
	63 HOURS @ Straight	\$ 122.00	<b>SERVICE FOREMAN</b>	\$7,631
	0 HOURS @ Time & 1/2	\$ 225.00	<b>SERVICE FOREMAN</b>	\$0
	0 HOURS @ Double	\$ 277.00	<b>SERVICE FOREMAN</b>	\$0
		0%	<b>INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES</b>	\$0
	<b>LABOR TOTAL (Includes Markup)</b>			\$58,505

<b>EQUIPMENT - LARGE OR SPECIAL TOOLING</b>				
	Manhole Retrieval System		\$1,000	
	DTE Costs		\$0	
	Consumer Costs		\$0	
	CIRCUIT TRACER/MEGGER/PHASE ROTATION METER		\$0	
	CORING		\$0	
	POWER LOGGER		\$0	
	PERMIT		\$0	
	<b>EQUIPMENT TOTAL</b>			\$1,000

<b>ENGINEERING/DOCUMENT MAINTENANCE</b>				
	8 HOURS	\$ 96.00	<b>SERVICE ENGINEER/FIELD DETAIL/SURVEY</b>	\$768
	2 HOURS	\$ 96.00	<b>VDC/BIM COORDINATOR/PLOTS/DWGS</b>	\$192
	0 HOURS	\$ 100.00	<b>SAFETY REP/ADMINISTRATION</b>	\$0

<b>DIRECT JOB EXPENSES/SMALL TOOLS/SAFETY/CONSUMMABLES/FIRST AID</b>				
	AS PERCENT @	10%	<b>OF LABOR ABOVE TOTAL</b>	\$5,851
	or AS ITEMIZED ON THE DJE CHECKLIST Pg 2 of 2			\$0
	<b>DIRECT JOB EXPENSES TOTAL</b>			\$5,851

<b>TOTAL COSTS</b>				
	OH & P ON EQUIPMENT @	15%		\$1,028
	OH & P ON MATERIAL @	15%		\$3,960

<b>SUBCONTRACTORS</b>				
	Limbach		\$7,000	
	Positive Energy		\$0	
	Set Generator		\$750	
			\$0	
	<b>SUBCONTRACTOR TOTAL</b>			\$7,750

	FEE ON SUBS @	10%		\$775
<b>PLM BOND / INSURANCE COSTS</b>				
				\$0

<b>TOTAL PRICE FOR THIS QUOTATION</b>				<b>\$106,231</b>
---------------------------------------	--	--	--	------------------



22100 Telegraph  
 Southfield, MI 48033  
 Phone: (248) 228-2000  
 Fax: (248) 228-2080

**STANDARD SERVICE ELECTRICIAN**  
**Rates Spreadsheet**  
**7/25-6/26 Rates**

<b>ESTIMATE NAME:</b> Lift Station 3		<b>SERVICE ESTIMATE #:</b> SCOT251124001	
<b>CUSTOMER:</b> City of Troy		<b>SHAW REVISION #:</b> 2	
<b>DATED:</b> 12/15/2025		<b>SHAW QUOTE DATE:</b> 12/2/2025	
<b>DESCRIPTION:</b> This proposal is based on the drawings provided by Tetra Tech, dated 9/17/2025, for Lift Station 3. Shaw will furnish and install the meter cabinet, RP-Gen panel, disconnect switch, and all associated conduits and wiring as shown on the drawings. Generators and ATS switches will be provided by COT. Gas connections costs (Limbach) are included.			
***Excavation/concrete work, Consumers costs, and DTE costs are not included***.			
Underground conduit will be PVC, above-ground conduit will be standard GRC, and all electrical wiring will be XHHW.			
<b>PLANS ISSUED:</b>			
<b>SPECS. ISSUED:</b>			
<b>SKETCHES ISSUED:</b>			
<b>QTY ELEC/TECH DWGS ISSUED:</b>			
<b>MATERIAL</b>			
	MC2		\$ 13,971
	Mc-Mc Meter Can, Panel, Disconnect		\$ 8,962
			\$ -
	<b>ESCALATION/TARIFFS @</b> 14%	<b>INC FASTENERS/LABELS</b>	\$ 3,211
	<b>FREIGHT/HANDLING CHARGES @</b> 7%		\$ 1,569
	<b>MI SALES TAX @</b> 6%		\$ 1,940
	<b>MATERIAL TOTAL</b>		\$ 29,652
<b>DIRECT INSTALLATION LABOR - PER ATTACHED SHEETS</b>			
	457 HOURS @ Straight	\$ 122.00	<b>SERVICE ELECTRICIAN</b> \$55,754
	0		
	0		
	0 HOURS @ Time & 1/2	\$ 195.00	<b>SERVICE ELECTRICIAN</b> \$0
	0		
	0		
	0 HOURS @ Double	\$ 241.00	<b>SERVICE ELECTRICIAN</b> \$0
	0		
	0		
<b>SUPERVISION - 15% OF DIRECT LABOR HOURS (PROCUREMENT, DETAILING, LOGISTICS)</b>			
	69 HOURS @ Straight	\$ 122.00	<b>SERVICE FOREMAN</b> \$8,363
	0 HOURS @ Time & 1/2	\$ 225.00	<b>SERVICE FOREMAN</b> \$0
	0 HOURS @ Double	\$ 277.00	<b>SERVICE FOREMAN</b> \$0
		0%	<b>INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES</b> \$0
	<b>LABOR TOTAL (Includes Markup)</b>		\$64,117
<b>EQUIPMENT - LARGE OR SPECIAL TOOLING</b>			
	Manhole Retrieval System		\$1,000
	DTE Costs		\$0
	Consumer Costs		\$0
	CIRCUIT TRACER/MEGGER/PHASE ROTATION METER		\$0
	CORING		\$0
	POWER LOGGER		\$0
	PERMIT		\$0
	<b>EQUIPMENT TOTAL</b>		\$1,000
<b>ENGINEERING/DOCUMENT MAINTENANCE</b>			
	8 HOURS	\$ 96.00	<b>SERVICE ENGINEER/FIELD DETAIL/SURVEY</b> \$768
	2 HOURS	\$ 96.00	<b>VDC/BIM COORDINATOR/PLOTS/DWGS</b> \$192
	0 HOURS	\$ 100.00	<b>SAFETY REP/ADMINISTRATION</b> \$0
<b>DIRECT JOB EXPENSES/SMALL TOOLS/SAFETY/CONSUMMABLES/FIRST AID</b>			
	AS PERCENT @ 10%		<b>OF LABOR ABOVE TOTAL</b> \$6,412
	or AS ITEMIZED ON THE DJE CHECKLIST Pg 2 of 2		\$0
	<b>DIRECT JOB EXPENSES TOTAL</b>		\$6,412
<b>TOTAL COSTS</b>			
	<b>OH &amp; P ON EQUIPMENT @</b> 15%		\$102,141
	<b>OH &amp; P ON MATERIAL @</b> 15%		\$1,112
			\$4,448
<b>SUBCONTRACTORS</b>			
	Limbach		\$7,000
	Positive Energy		\$0
	Set Generator		\$750
			\$0
	<b>SUBCONTRACTOR TOTAL</b>		\$7,750
	<b>FEE ON SUBS @</b> 10%		\$775
<b>PLM BOND / INSURANCE COSTS</b>			
			\$0
<b>TOTAL PRICE FOR THIS QUOTATION</b>			<b>\$116,225</b>



22100 Telegraph  
 Southfield, MI 48033  
 Phone: (248) 228-2000  
 Fax: (248) 228-2080

**STANDARD SERVICE ELECTRICIAN**  
**Rates Spreadsheet**  
**7/25-6/26 Rates**

<b>ESTIMATE NAME:</b> Lift Station 6	<b>SERVICE ESTIMATE #:</b> SCOT251124001
<b>CUSTOMER:</b> City of Troy	<b>SHAW REVISION #:</b> 2
<b>DATED:</b> 12/15/2025	<b>SHAW QUOTE DATE:</b> 12/2/2025
<b>DESCRIPTION:</b> This proposal is based on the drawings provided by Tetra Tech, dated 9/17/2025, for Lift Station 6. Shaw will furnish and install the meter cabinet, RP-Gen panel, disconnect switch, and all associated conduits and wiring as shown on the drawings. Generators and ATS switches will be provided by COT. Gas connections costs (Limbach) are included.	
***Excavation/concrete work, Consumers costs, and DTE costs are not included***.	
Underground conduit will be PVC, above-ground conduit will be standard GRC, and all electrical wiring will be XHHW.	
<b>PLANS ISSUED:</b>	
<b>SPECS. ISSUED:</b>	
<b>SKETCHES ISSUED:</b>	
<b>QTY ELEC/TECH DWGS ISSUED:</b>	

<b>MATERIAL</b>	MC2		\$	17,301
	Mc-Mc Meter Can, Panel, Disconnect		\$	8,962
			\$	-
	<b>ESCALATION/TARIFFS @</b>	14%	\$	3,677
	<b>FREIGHT/HANDLING CHARGES @</b>	7%	\$	1,796
	<b>MI SALES TAX @</b>	6%	\$	2,222
	<b>MATERIAL TOTAL</b>			\$ 33,958

<b>DIRECT INSTALLATION LABOR - PER ATTACHED SHEETS</b>				
	467 HOURS @ Straight	\$ 122.00	<b>SERVICE ELECTRICIAN</b>	\$56,974
	0			
	0			
	0 HOURS @ Time & 1/2	\$ 195.00	<b>SERVICE ELECTRICIAN</b>	\$0
	0			
	0 HOURS @ Double	\$ 241.00	<b>SERVICE ELECTRICIAN</b>	\$0
	0			
	0			
<b>SUPERVISION - 15% OF DIRECT LABOR HOURS (PROCUREMENT, DETAILING, LOGISTICS)</b>				
	70 HOURS @ Straight	\$ 122.00	<b>SERVICE FOREMAN</b>	\$8,546
	0 HOURS @ Time & 1/2	\$ 225.00	<b>SERVICE FOREMAN</b>	\$0
	0 HOURS @ Double	\$ 277.00	<b>SERVICE FOREMAN</b>	\$0
		0%	<b>INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES</b>	\$0
	<b>LABOR TOTAL (Includes Markup)</b>			\$65,520

<b>EQUIPMENT - LARGE OR SPECIAL TOOLING</b>				
	Manhole Retrieval System		\$1,000	
	DTE Costs		\$0	
	Consumer Costs		\$0	
	CIRCUIT TRACER/MEGGER/PHASE ROTATION METER		\$0	
	CORING		\$0	
	POWER LOGGER		\$0	
	PERMIT		\$0	
	<b>EQUIPMENT TOTAL</b>			\$1,000

<b>ENGINEERING/DOCUMENT MAINTENANCE</b>				
	8 HOURS	\$ 96.00	<b>SERVICE ENGINEER/FIELD DETAIL/SURVEY</b>	\$768
	2 HOURS	\$ 96.00	<b>VDC/BIM COORDINATOR/PLOTS/DWGS</b>	\$192
	0 HOURS	\$ 100.00	<b>SAFETY REP/ADMINISTRATION</b>	\$0

<b>DIRECT JOB EXPENSES/SMALL TOOLS/SAFETY/CONSUMMABLES/FIRST AID</b>				
	AS PERCENT @	10%	<b>OF LABOR ABOVE TOTAL</b>	\$6,552
	or AS ITEMIZED ON THE DJE CHECKLIST Pg 2 of 2			\$0
	<b>DIRECT JOB EXPENSES TOTAL</b>			\$6,552

<b>TOTAL COSTS</b>				
	OH & P ON EQUIPMENT @	15%		\$107,990
	OH & P ON MATERIAL @	15%		\$1,133
				\$5,094

<b>SUBCONTRACTORS</b>				
	Limbach		\$7,000	
	Positive Energy		\$0	
	Set Generator		\$750	
			\$0	
	<b>SUBCONTRACTOR TOTAL</b>			\$7,750

<b>PLM BOND / INSURANCE COSTS</b>				
	FEE ON SUBS @	10%		\$775
				\$0

<b>TOTAL PRICE FOR THIS QUOTATION</b>				<b>\$122,741</b>
---------------------------------------	--	--	--	------------------



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# BOARD & COMMITTEE MINUTES COVER SHEET

**J.2.a.**

## **Board and Committee Minutes:**

J.2.a. City Council Minutes-Draft - December 15, 2025

## **ATTACHMENT(S):**

20251215

Mayor Baker performed the Invocation. The Pledge of Allegiance to the Flag was given.

**A. CALL TO ORDER:**

A Regular Meeting of the Troy City Council was held on Monday, December 15, 2025, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

**B. ROLL CALL:**

- a) Mayor Ethan Baker
- Annalisa Bluhm
- Theresa Brooks
- Rebecca A. Chamberlain
- Hirak Chanda
- Mark Gunn
- David Hamilton

**C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:**

- C.1. Presentation by SEMCOG on TAP Grant Award (Presented by: Amy O’Leary, SEMCOG Executive Director)

**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:**

Fabrice Smieliauskas	Commented on Item C-1 and on immigration enforcement
----------------------	--

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

**H. POSTPONED ITEMS:**

H.1. No Postponed Items

**I. REGULAR BUSINESS:**

I.1. **Board and Committee Appointments: a) Mayoral Appointments - Local Development Finance Authority, Planning Commission; b) City Council Appointments - None**

**a) Mayoral Appointments:**

Resolution #2025-12-155  
 Moved by Baker  
 Seconded by Brooks

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

[Local Development Finance Authority \(LDFA\)](#)

Appointed by Mayor  
 5 Regular Members  
 Staggered 4 Year Term

**Nominations to the Local Development Finance Authority (LDFA):**

<b>Term Expires: 11/06/2029</b>	<b>Rebecca Chamberlain</b>	Alternate; City Council Member
	Term currently held by: Ellen Hodorek	

[Planning Commission](#)

Appointed by Mayor  
 9 Regular Members  
 3 Year Term

**Nominations to the Planning Commission:**

<b>Term Expires: 12/31/2028</b>	<b>Tyler Fox</b>
	Term currently held by: Tyler Fox
<b>Term Expires: 12/31/2028</b>	<b>Thomas Krent</b>
	Term currently held by: Thomas Krent
<b>Term Expires: 12/31/2028</b>	<b>Marianna Perakis</b>
	Term currently held by: Marianna Perakis

Yes: All-7  
 No: None

**MOTION CARRIED**

b) **City Council Appointments: None**

I.2. **Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee; b) City Council Nominations - Liquor Advisory Committee, Parks & Recreation Advisory Board, Traffic Committee**

a) **Mayoral Nominations:**

Resolution #2025-12-156  
 Moved by Baker  
 Seconded by Chamberlain

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

[Global Troy Advisory Committee](#)

Appointed by Mayor  
 12 Regular Members  
 3 Year Term

**Nominations to the Global Troy Advisory Committee:**

<b>Term Expires: 7/31/2026</b>	<b>Everett Marshall</b>	<b>Athens High School Student Rep.</b>
	Term currently held by: Vacant	
<b>Term Expires: 7/31/2026</b>	<b>Seojin Sarah Lee</b>	<b>Troy High School Student Rep</b>
	Term currently held by: Vacant	

Yes: All-7  
 No: None

**MOTION CARRIED**

b) **City Council Nominations:**

Resolution #2025-12-157  
Moved by Chanda  
Seconded by Gunn

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

**Liquor Advisory Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Nominations to the Liquor Advisory Committee:**

<b>Term Expires: 1/31/2027</b>	<b>Karen Amato</b>
	Term currently held by: Annalisa Bluhm resigned

**Parks and Recreation Board**

Appointed by Council  
7 Regular Members and 1 Troy School Board of Education Representative  
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

**Nominations to the Parks and Recreation Board:**

<b>Term Expires: 9/30/2027</b>	<b>Tina Catron</b>
	Term currently held by: John Shepherd resigned

**Traffic Committee**

Appointed by Council  
7 Regular Members  
3 Year Term

**Nominations to the Traffic Committee:**

<b>Term Expires: 7/31/2026</b>	<b>Swathi Jeeda</b>
	Term currently held by: Swathi Jeeda

Yes: All-7  
No: None

**MOTION CARRIED**

**I.3. No Closed Session Requested**

**J. CONSENT AGENDA:**

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

Resolution #2025-12-158-J-1a

Moved by Hamilton

Seconded by Chanda

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

Yes: All-7

No: None

**MOTION CARRIED**

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

**J.2. Approval of City Council Minutes**

Resolution #2025-12- 158-J-2

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

**J.2.a. City Council Minutes-Draft - December 1, 2025**

**J.3. Proposed City of Troy Proclamations: None Submitted**

**J.4. Standard Purchasing Resolutions:**

**J.4.a. Standard Purchasing Resolution 2 - Low Bidder Meeting Specifications — Vehicle Graphic Materials, Application and Removal**

Resolution #2025-12-158-J-4a

RESOLVED, That Troy City Council hereby AWARDS a two (2) year contract to provide and/or install and remove Vehicle Graphic Materials with an option to renew for three (3) additional years to the low bidder meeting specifications *Majik Graphics, Inc. of Clinton Township, MI*, for an estimated total cost of \$60,772, at unit prices contained in the bid tabulation opened December 4, 2025, a copy of which shall be ATTACHED to the original Minutes of this meeting, with all work not to exceed budgetary limitations; contract to expire December 31, 2030.

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

**J.4.b. Bid Waiver – Professional Services – DiSC Profile Assessments and Training**

Resolution #2025-12-158-J-4b

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** formal bid process and **AWARDS** a contract for DiSC assessments and training for City staff to *Bortell Consulting LLC of Plymouth, MI* for an estimated \$10,124.00 at prices as detailed in the quote dated December 5, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the ongoing use of *Bortell Consulting LLC* for DiSC Assessment, Facilitation and Training as needed by the Human Resources Department, not to exceed budgetary limitations.

**J.5. Recommended Pay Ranges for Part-time Classifications**

Resolution #2025-12-158-J-5

WHEREAS, The Pay Ranges and Job Classifications for part-time employees was last revised January 2025; and,

WHEREAS, Competitive market forces, minimum wage laws and organizational changes require updates to job classifications and pay ranges in this plan;

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the January 3, 2026 revisions to the Pay Ranges for Part-time Job Classifications.

**J.6. Request for Approval of a Stormwater Management Operations and Maintenance Agreement, Corse Solutions, LLC, Sidwell #88-20-34-155-001**

Resolution #2025-12-158-J-6

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Corse Solutions, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system on the property owned by Corse Solutions, LLC, and identified by Sidwell #88-20-34-155-001.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

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

**J.7. Request for Approval of a Stormwater Management Operations and Maintenance Agreement, RW Troy Property, LLC, Sidwell #88-20-28-478-062**

Resolution #2025-12-158-J-7

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between RW Troy Property, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system on the properties owned by Motor City Church International and identified by Sidwell #88-20-28-478-062.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

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

**K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

**K.1. Announcement of Public Hearings:**

**K.1.a. January 12, 2026 - Announcement of Public Hearing for the City of Troy 2026-2030 Parks and Recreation Master Plan**

**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:**

Susan Kuhn	Commented on the snow day on December 10 and thanked the City for the response
Aruna Sure	Commented on World Meditation Day and invited everyone to join

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

**N. COUNCIL REFERRALS:**

**N.1. No Council Referrals Submitted**

**O. REPORTS:**

**O.1. Minutes – Boards and Committees: None Submitted**

**O.2. Department Reports:**

**O.2.a. Fiscal Year 2026 - First Quarter Financial Report**

**O.2.b. Public Act 202 - Fiscal Year 2025 Pension & OPEB Report**

**O.2.c. Troy Public Library Annual Report**

**O.3. Letters of Appreciation: None Submitted**

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

**P. COUNCIL COMMENTS:**

**P.1. Council Comments**

Council Member Hamilton wished everyone Happy Hannukah, Merry Christmas, and a Happy New Year. He said there is a lot coming up in January with the 2026 Advance.

Council Member Chamberlain expressed sympathies to the Jewish Community with the recent events

Council Member Chamberlain commented on funding that is threatened for the Troy Historic Village and asked if City Council can provide direction to support funding.

Council member Chamberlain asked about the Oakland County resolution regarding financing and how it will impact Troy. Mayor Baker asked City Administration to provide a report to City Council with an analysis.

Council Member Gunn commented that Representative Tom Kuhn said that discussions are continuing. Council Member Gunn wished everyone a Merry Christmas and Happy Hannukah, and peace in the New Year.

Mayor Pro Tem Chanda commented that he supports City Council sending something supporting funding for the Troy Historic Village.

Mayor Pro Tem Chanda said he is pleased to receive SEMCOG funding for trails.

Mayor Pro Tem Chanda wished everyone Happy Holidays, Happy Hannukah, and Merry Christmas.

Council Member Brooks said she is disappointed that the appropriated funding for the Troy Historic Village has been rescinded.

Council Member Brooks wished everyone Happy Holidays, Happy Kwanza, Happy Hannukah, and Merry Christmas. She encourages everyone to plan ahead and do not drink and drive over the holidays.

Council Member Bluhm commented that the meeting started with a huge grant award. She said grant funding helps fund our priorities and when funding is taken away, it is incumbent on us to reevaluate our priorities. She encourages everyone to write our Congressional Representatives.

Council Member Bluhm also encouraged everyone to check on your neighbors and make good choices related to drinking and driving over the holidays. She wished everyone a blessed and joyful New Year.

Mayor Baker said he is disappointed with the funding issues with the Troy Historic Village and he supports speaking as a body to get the funding back.

Mayor Baker thanked City Council, City staff and the residents for the example they set and that they are proof of what can be done with respect and decorum if you work together.

Mayor Baker thanked City Staff for the hard work preparing for the Christmas Tree Lighting. He thanked the Facilities Team for all the lighting at City Hall, the Rink, and along Big Beaver.

Mayor Baker commented that the Troy Holiday Light Contest winners were posted on social media, and he encourages everyone to use interactive map on social media and the City website to check out all of the decorated homes.

Mayor Baker wished everyone Merry Christmas, Happy Hannukah, Happy Holidays and a Happy New Year.

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

**R. CLOSED SESSION**

**R.1. No Closed Session**

**S. ADJOURNMENT**

The Meeting **ADJOURNED** at 8:13 PM.

---

Mayor Ethan Baker

---

M. Aileen Dickson, MMC, MiPMC3  
City Clerk

**2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

Saturday, January 17, 2026	2026 Advance
Monday, January 26, 2026	Special Meeting - City Manager & City Attorney Evaluations
Wednesday, March 25, 2026	Special Meeting - City Manager & City Attorney Evaluations
Monday, April 13, 2026	Special Meeting - Proposed 2026 Budget
Wednesday, April 15, 2026 (as needed)	Special Meeting - Proposed 2026 Budget

**2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

January 12, 2026	Regular Meeting
January 26, 2026	Regular Meeting
February 9, 2026	Regular Meeting
February 23, 2026	Regular Meeting
March 2, 2026	Regular Meeting
March 23, 2026	Regular Meeting
April 6, 2026	Regular Meeting
April 27, 2026	Regular Meeting
May 11, 2026	Regular Meeting
May 18, 2026	Regular Meeting
June 15, 2026	Regular Meeting
June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**J.5.**

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Brent Savidant, Community Development Director  
G. Scott Finlay, City Engineer  
Larysa A. Figol, Sr. Right of Way Representative

**Subject:** Request for Acceptance of Six Permanent Easements, Eckford Development, LLC, Sidwell #88-20-251-017 & -026

---

## **History**

ICON Building & Development, LLC has proposed the Troy Eckford Woods development (previously Eckford Oaks) located on the north side of Eckford at Tallman, west of Rochester Road, and abutting the City's DPW facility to the north.

As part of the project, the City of Troy received six permanent easements for public utilities, emergency ingress and egress, water mains, sanitary sewers, sidewalks, storm sewers and surface drainage, and a pedestrian pathway from Eckford Development, LLC, owner of the properties having Sidwell #88-20-15-251,017 & -026.

The 26-unit single-family cluster development was recommended by the Planning Commission on April 26, 2022, and given City Council approval on June 13, 2022.

## **Financial**

The consideration amount on each document is \$1.00.

## **Recommendation**

City Management recommends that City Council accept the attached permanent easements, consistent with our policy of accepting easements for development and improvement purposes.

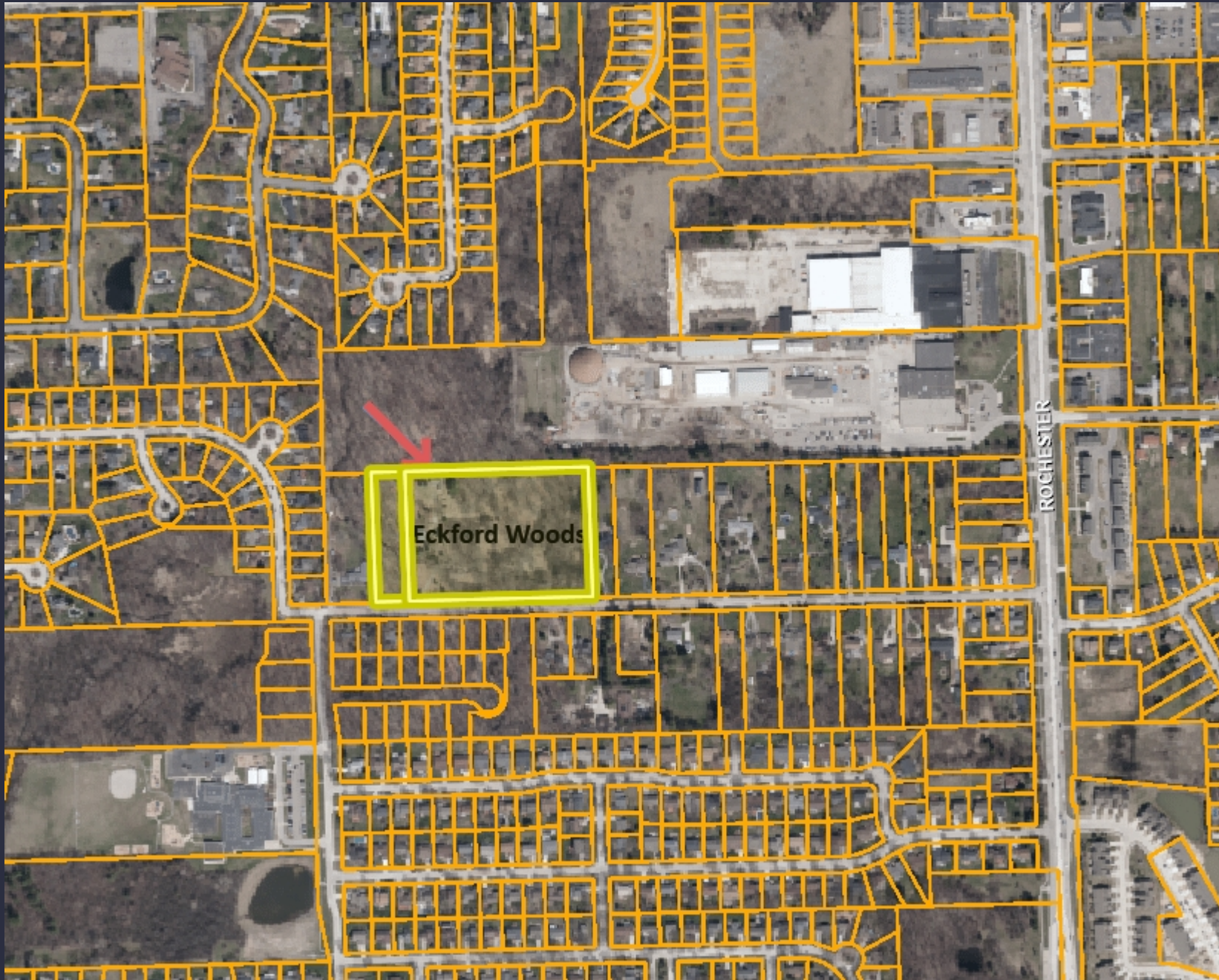
## **Suggested Resolution:**

RESOLVED, That Troy City Council **ACCEPTS** six permanent easements for public utilities, emergency ingress and egress, water mains, sanitary sewers, sidewalks, storm sewers and surface drainage, and a pedestrian pathway from Eckford Development, LLC, owner of the properties having Sidwell #88-20-15-251-017 & -026.

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

Legend:

Tax Parcel



Notes:

Eckford Woods Site  
Condominium  
20-15-251-026 & 017

Map Scale: 1=712

Created: December 16, 2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

**PERMANENT EASEMENT  
FOR PUBLIC UTILITIES, EMERGENCY INGRESS and EGRESS**

Sidwell #88-20-15-251--<sup>017</sup>026 (pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **public utilities, and the right to traverse over all roads by emergency and/or service vehicles for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of December A.D. 2025.


Eckford Development, LLC,  
a Michigan limited liability company

By  (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December, 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.

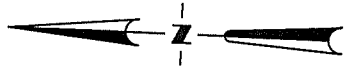
L FIGOL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 02, 2031  
Acting in the County of Oakland

  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

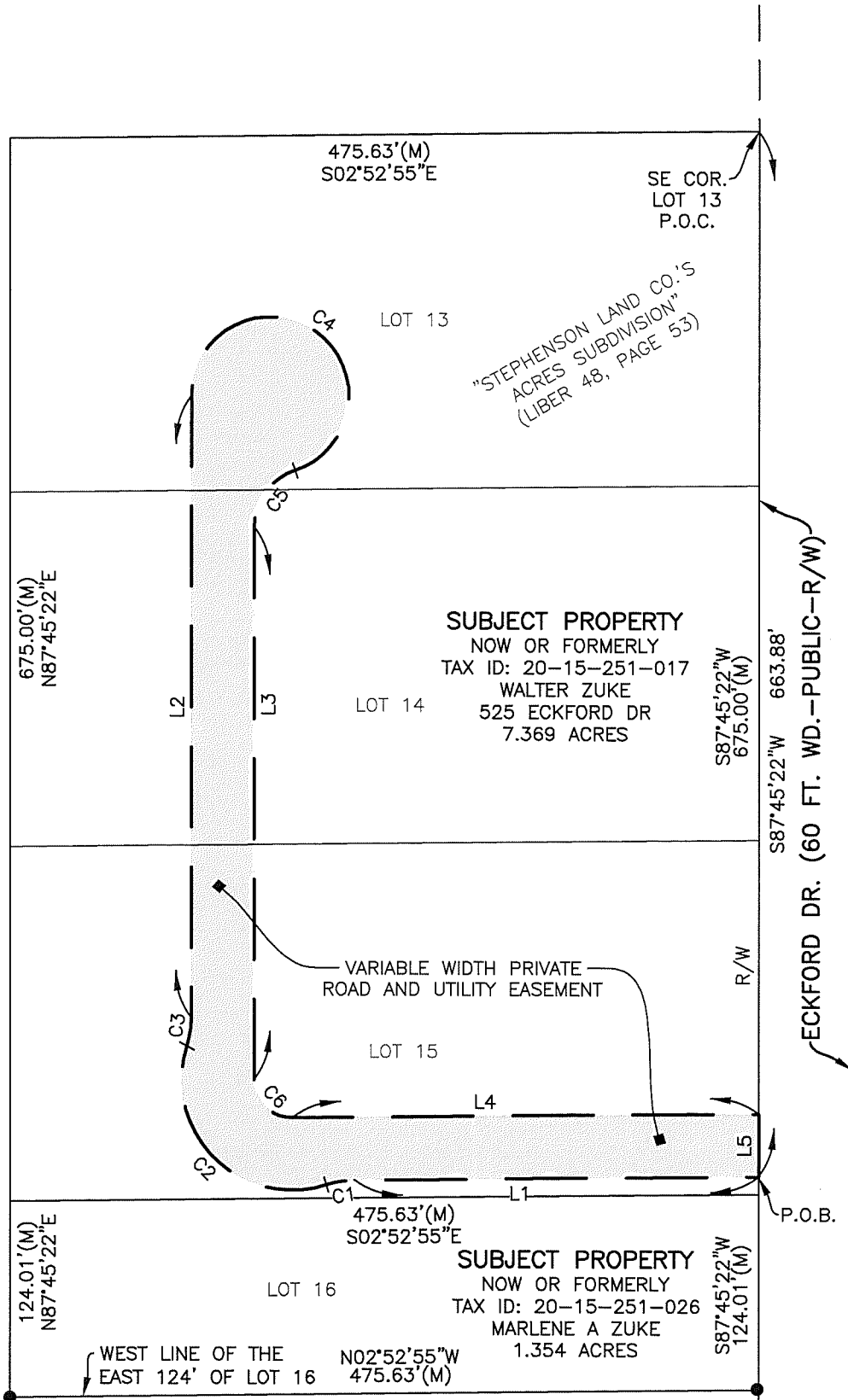
Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

# EXHIBIT "A"



(VARIABLE WIDTH PRIVATE ROAD AND UTILITY EASEMENT)



LINE #	BEARING	DISTANCE
L1	N2°50'32"W	257.18'
L2	N87°45'22"E	395.80'
L3	S87°45'22"W	351.10'
L4	S2°50'52"E	296.37'
L5	S87°45'22"W	40.00'

CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	17.83'	58.00'	17°36'45"	N11°41'17"W 17.76'
C2	153.77'	70.00'	125°51'47"	N42°26'14"E 124.66'
C3	17.83'	58.00'	17°36'45"	S83°26'15"E 17.76'
C4	219.43'	50.00'	251°26'49"	S33°28'47"W 81.18'
C5	47.39'	38.00'	71°26'49"	N56°31'13"W 44.37'
C6	37.95'	24.00'	90°36'14"	S42°27'15"W 34.12'



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)

LAST REVISION:

DATE: 01/30/2024

SCALE: 1"=100'

FILE : 21-175\_Esmts

CLIENT:

**ICON DEVELOPMENT**

NE 1/4, SEC 15, T2N-R11E, CITY OF TROY

DR. BY: DAH

CHK BY: MB

JOB No. 21-175

# EXHIBIT "A"

## (PRIVATE ROAD AND UTILITY EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
 (Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)

Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

### Legal Description (Private Road and Utility Easement)

A variable width private road and utility easement lying over part of Lots 13, 14, and 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
 thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 15 of said "Stephenson Land Co.'s Acres Subdivision", 663.88 feet to the Point of Beginning;  
 thence N02°50'32"W, 257.18 feet;  
 thence 17.83 feet, along the arc of a curve to the left, said curve has a radius of 58.00 feet, a central angle of 17°36'45", and a chord which bears N11°41'17"W at a distance of 17.76 feet;  
 thence 153.77 feet, along the arc of a curve to the right, said curve has a radius of 70.00 feet, a central angle of 125°51'47", and a chord which bears N42°26'14"E at a distance of 124.66 feet;  
 thence 17.83 feet, along the arc of a curve to the left, said curve has a radius of 58.00 feet, a central angle of 17°36'45", and a chord which bears S83°26'15"E at a distance of 17.76 feet;  
 thence N87°45'22"E, 395.80 feet;  
 thence 219.43 feet, along the arc of a curve to the right, said curve has a radius of 50.00 feet, a central angle of 251°26'49", and a chord which bears S33°28'47"W at a distance of 81.18 feet;  
 thence 47.39 feet, along the arc of a curve to the left, said curve has a radius of 38.00 feet, a central angle of 71°26'49", and a chord which bears N56°31'13"W at a distance of 44.37 feet;  
 thence S87°45'22"W, 351.10 feet;  
 thence 37.95 feet, along the arc of a curve to the left, said curve has a radius of 24.00 feet, a central angle of 90°36'14", and a chord which bears S42°27'15"W at a distance of 34.12 feet;  
 thence S02°50'52"E, 296.37 feet to the South line of said Lot 15;  
 thence S87°45'22"W along the South line of said Lot 15, 40.00 feet to the Point of Beginning.



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)

LAST REVISION:		CLIENT:
DATE: 01/30/2024		<b>ICON DEVELOPMENT</b>
		NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SCALE: N/A	SHEET: 2 of 2	DR. BY: DAH                      CHK BY: MB
FILE : 21-175_Esmts		JOB No. 21-175

\*APPROVED\*

AS NOTED:  
CITY OF TROY LAND SURVEYOR  
DATE: 05/20/2024

**PERMANENT EASEMENT  
FOR WATER MAINS**

Sidwell #88-20-15-251-026<sup>c17</sup> (pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF


and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of December A.D. 2025.

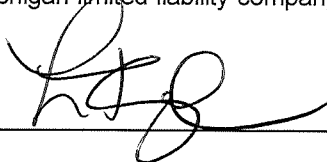
Eckford Development, LLC,  
a Michigan limited liability company

By  (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December, 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.

L FIGOL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 02, 2031  
Acting in the County of Oakland

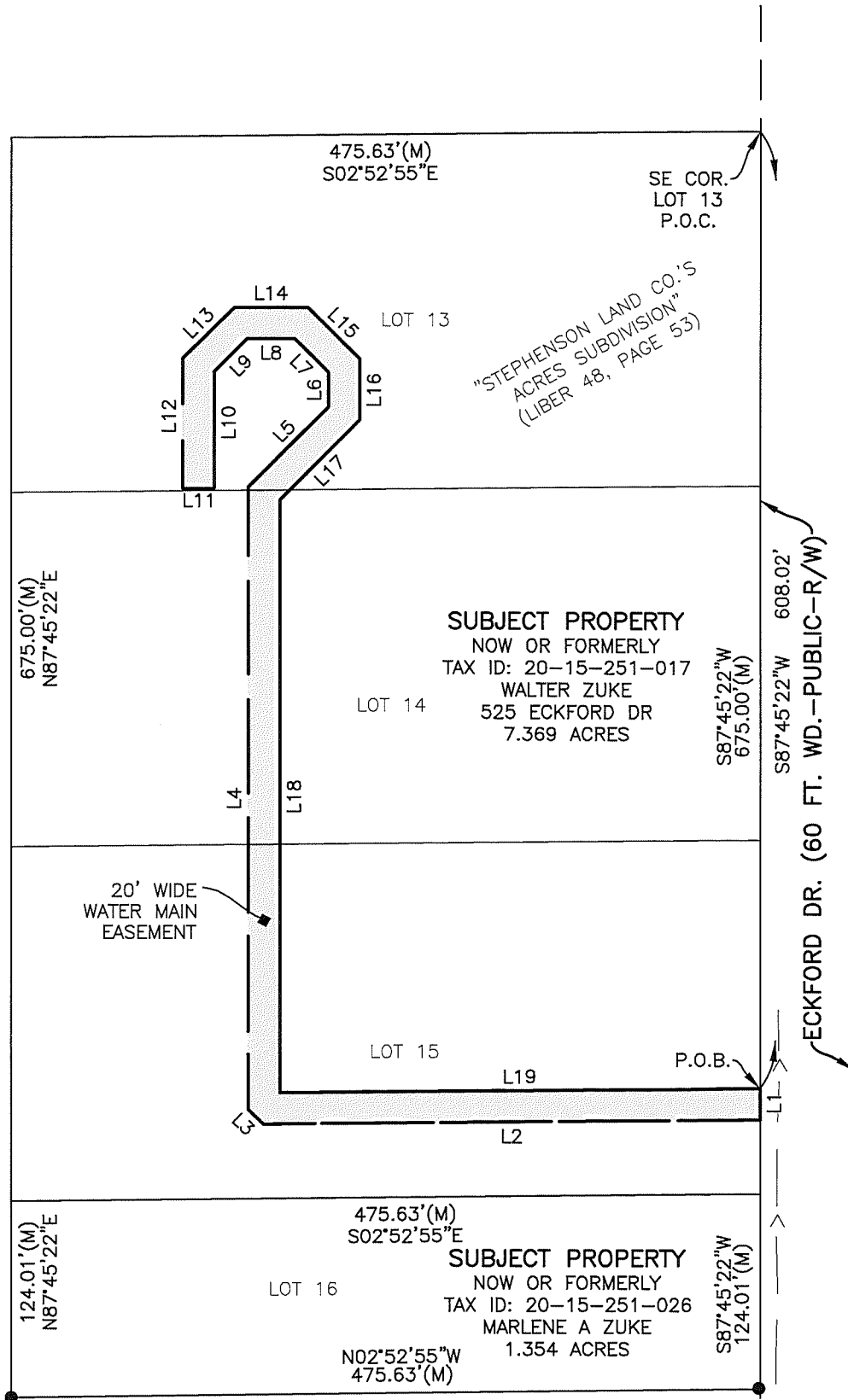
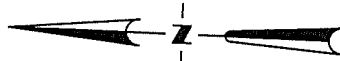
  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

# EXHIBIT "A"

(20' WIDE WATER MAIN EASEMENT)



LINE TABLE

LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S87°45'22"W	20.00'	L6	N87°45'22"E	22.34'	L13	S47°14'38"E	46.55'
L2	N2°51'13"W	315.51'	L7	N42°45'22"E	29.98'	L14	S2°14'38"E	46.55'
L3	N42°26'54"E	13.53'	L8	N2°14'38"W	29.98'	L15	S42°45'22"W	46.55'
L4	N87°45'22"E	395.35'	L9	N47°14'38"W	29.98'	L16	S87°45'22"W	38.91'
L5	S47°14'38"E	71.69'	L10	S87°45'22"W	74.17'	L17	N47°14'38"W	71.69'
			L11	N2°14'38"W	20.00'	L18	S87°45'22"W	376.47'
			L12	N87°45'22"E	82.45'	L19	S2°51'13"E	305.12'



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
FOWLerville,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)

LAST REVISION:

DATE: 04/09/2024

SCALE: 1"=100' SHEET: 1 of 2

FILE: 21-175\_Esmts

CLIENT:

**ICON DEVELOPMENT**

NE 1/4, SEC 15, T2N-R11E, CITY OF TROY

DR. BY: DAH

CHK BY: MB

JOB No. 21-175

# EXHIBIT "A"

(20' WIDE WATER MAIN EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
(Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)

Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

## Legal Description (Water Main Easement)

A 20 foot wide water main easement lying over part of Lots 13, 14, and 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 15 of said "Stephenson Land Co.'s Acres Subdivision", 608.02 feet to the Point of Beginning;  
thence S87°45'22"W, 20.00 feet;  
thence N02°51'13"W, 315.51 feet;  
thence N42°26'54"E, 13.53 feet;  
thence N87°45'22"E, 395.35 feet;  
thence S47°14'38"E, 71.69 feet;  
thence N87°45'22"E, 22.34 feet;  
thence N42°45'22"E, 29.98 feet;  
thence N02°14'38"W, 29.98 feet;  
thence N47°14'38"W, 29.98 feet;  
thence S87°45'22"W, 74.17 feet;  
thence N02°14'38"W, 20.00 feet;  
thence N87°45'22"E, 82.45 feet;  
thence S47°14'38"E, 46.55 feet;  
thence S02°14'38"E, 46.55 feet;  
thence S42°45'22"W, 46.55 feet;  
thence S87°45'22"W, 38.91 feet;  
thence N47°14'38"W, 71.69 feet;  
thence S87°45'22"W, 376.47 feet;  
thence S02°51'13"E, 305.12 feet to the Point of Beginning.



### INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE  
FOWLerville,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)

LAST REVISION:		CLIENT:
DATE: 04/09/2024		<b>ICON DEVELOPMENT</b>
		NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SCALE: N/A	SHEET: 2 of 2	DR. BY: DAH                      CHK BY: MB
FILE: 21-175_Esmts		JOB No. 21-175

**PERMANENT EASEMENT  
FOR SANITARY SEWERS**

017  
Sidwell #88-20-15-251-026 (pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of December A.D. 2025.

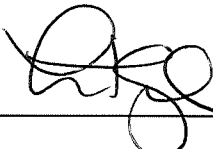
Eckford Development, LLC,  
a Michigan limited liability company

By  (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December, 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.

L FIGOL NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF OAKLAND My Commission Expires March 02, 2031 Acting in the County of <u>Oakland</u>
---

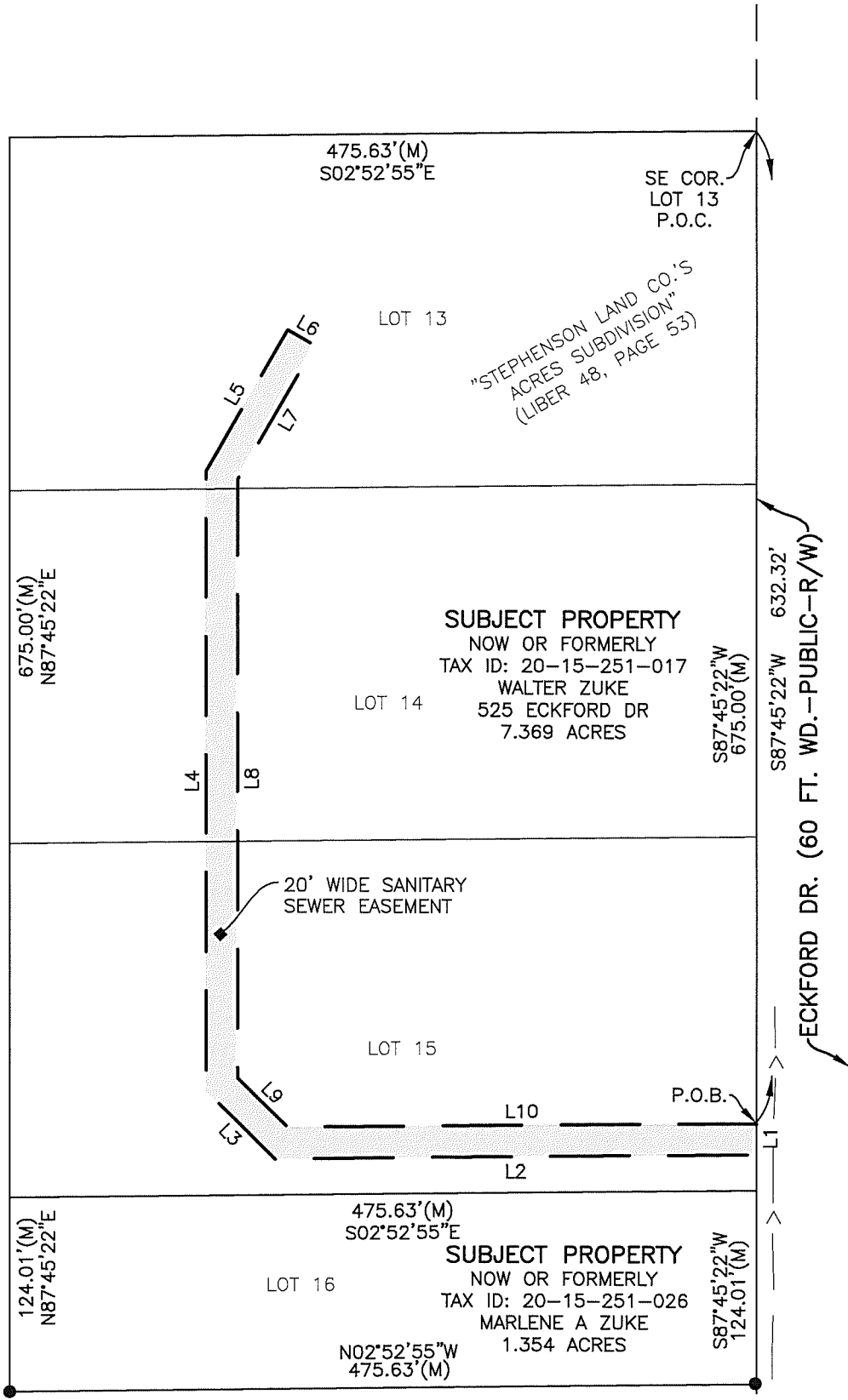
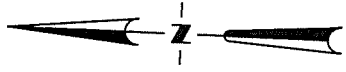
  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

# EXHIBIT "A"

(20' WIDE SANITARY SEWER EASEMENT)



LINE TABLE					
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S87°45'22"W	20.00'	L6	S27°45'22"W	20.00'
L2	N2°51'11"W	306.68'	L7	N62°14'38"W	98.63'
L3	N42°27'15"E	61.81'	L8	S87°45'22"W	380.65'
L4	N87°45'22"E	394.36'	L9	S42°27'15"W	45.12'
L5	S62°14'38"E	103.99'	L10	S2°51'11"E	298.55'



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com

*SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)*

LAST REVISION:  
 DATE: 11/8/24

SCALE: 1"=100' SHEET: 1 of 2  
 FILE: 21-175\_Esmts

CLIENT:  
**ICON DEVELOPMENT**  
 NE 1/4, SEC 15, T2N-R11E, CITY OF TROY

DR. BY: DAH      CHK BY: MB  
 JOB No. 21-175

# EXHIBIT "A"

(20' WIDE SANITARY EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
 (Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)


Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

Legal Description (Sanitary Sewer Easement)

A 20 foot wide sanitary sewer easement lying over part of Lots 13, 14, and 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
 thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 15 of said "Stephenson Land Co.'s Acres Subdivision", 632.32 feet to the Point of Beginning;  
 thence S87°45'22"W, 20.00 feet;  
 thence N02°51'11"W, 306.68 feet;  
 thence N42°27'15"E, 61.81 feet;  
 thence N87°45'22"E, 394.36 feet;  
 thence S62°14'38"E, 103.99 feet;  
 thence S27°45'22"W, 20.00 feet;  
 thence N62°14'38"W, 98.63 feet;  
 thence S87°45'22"W, 380.65 feet;  
 thence S42°27'15"W, 45.12 feet;  
 thence S02°51'11"E, 298.55 feet to the Point of Beginning.



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com

*SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)*

LAST REVISION:		CLIENT:	
DATE: 11/8/24		<b>ICON DEVELOPMENT</b>	
SCALE: N/A		NE 1/4, SEC 15, T2N-R11E, CITY OF TROY	
SHEET: 2 of 2		DR. BY: DAH	CHK BY: MB
FILE: 21-175_Esmts		JOB No. 21-175	

\*APPROVED\*

AS NOTED:  
CITY OF TROY LAND SURVEYOR  
DATE: 11/13/2024

**PERMANENT EASEMENT  
FOR SIDEWALKS**

Sidwell #88-20-15-251-<sup>017 + 026</sup>~~026~~(pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of December A.D. 2025.

Eckford Development, LLC,  
a Michigan limited liability company

By [Signature] (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December, 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.

L FIGOL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 02, 2031  
Acting in the County of Oakland

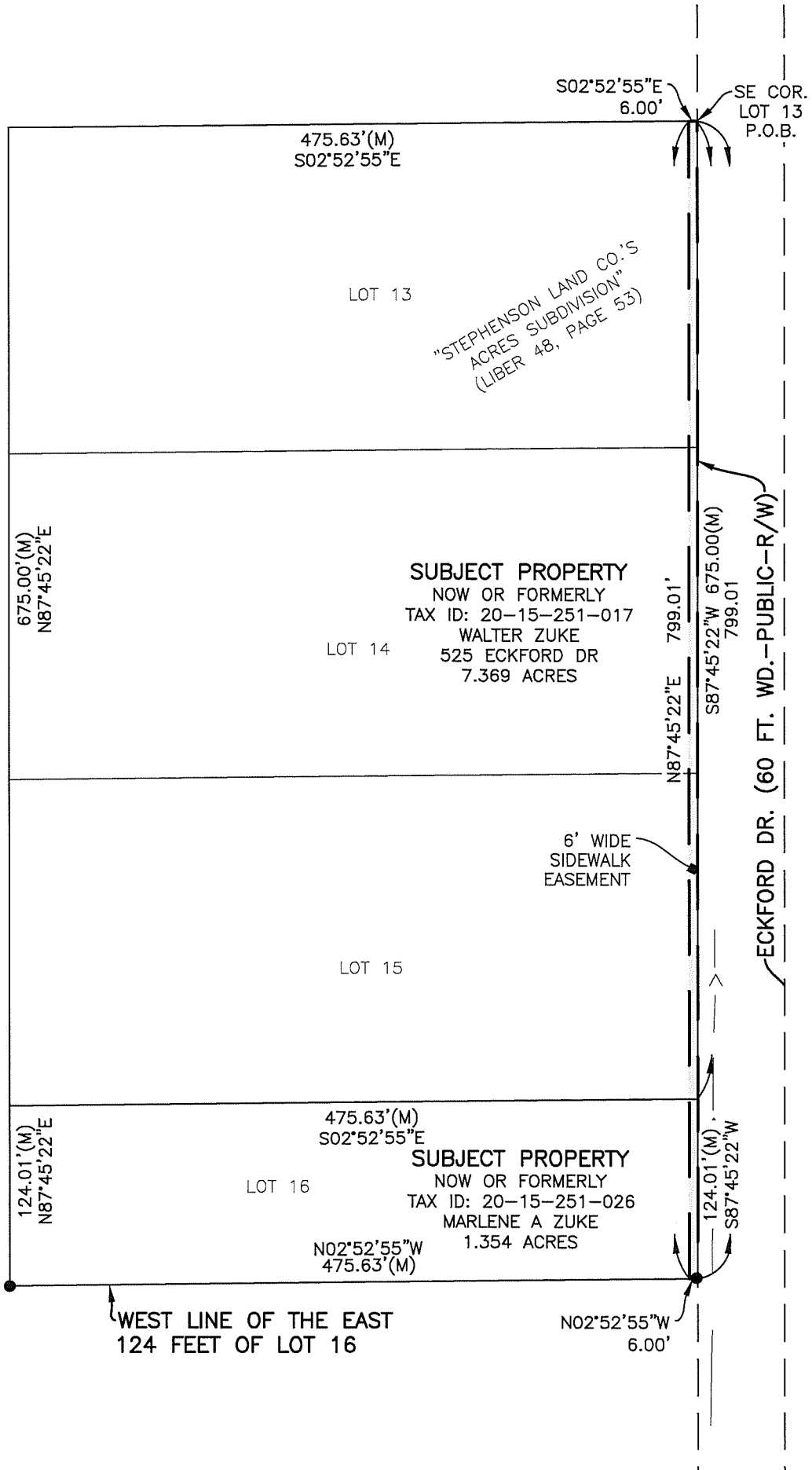
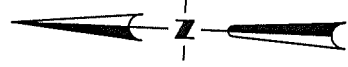
[Signature]  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

# EXHIBIT "A"

(6' WIDE SIDEWALK EASEMENT)



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
FOWLerville,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

*SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)*

LAST REVISION:	
DATE:	04/09/2024
SCALE:	1"=100'
FILE:	21-175_Esmts

CLIENT:	<b>ICON DEVELOPMENT</b>
NE 1/4, SEC 15, T2N-R11E, CITY OF TROY	
DR. BY:	DAH
CHK BY:	MB
JOB No.	21-175

# EXHIBIT "A"

## (6' WIDE SIDEWALK EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
(Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)


Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

### Legal Description (Sidewalk Easement)

A 6 foot wide sidewalk easement lying over part of Lots 13, 14, 15, and 16 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Beginning at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 16 of said "Stephenson Land Co.'s Acres Subdivision", 799.01 feet to the West line of the East 124 feet of said Lot 16 of said "Stephenson Land Co.'s Acres Subdivision";  
thence N02°52'55"W along said West line, 6.00 feet;  
thence N87°45'22"E parallel with said South line, 799.01 feet to a point on the East line of said Lot 13;  
thence S02°52'55"E along the East line of said Lot 13, 6.00 feet to the Point of Beginning.



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
FOWLerville,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)

LAST REVISION:		CLIENT:	
DATE: 04/09/2024		<b>ICON DEVELOPMENT</b>	
SCALE: N/A		NE 1/4, SEC 15, T2N-R11E, CITY OF TROY	
SHEET: 2 of 2		DR. BY: DAH                      CHK BY: MB	
FILE: 21-175_Esmts		JOB No. 21-175	

\*APPROVED\*

AS NOTED:  
CITY OF TROY LAND SURVEYOR  
DATE: 05/20/2024

**PERMANENT EASEMENT  
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-15-251-026<sup>017</sup>(pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of December A.D. 2025.

Eckford Development, LLC,  
a Michigan limited liability company

By [Signature] (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.

L FIGOL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 02, 2031  
Acting in the County of Oakland

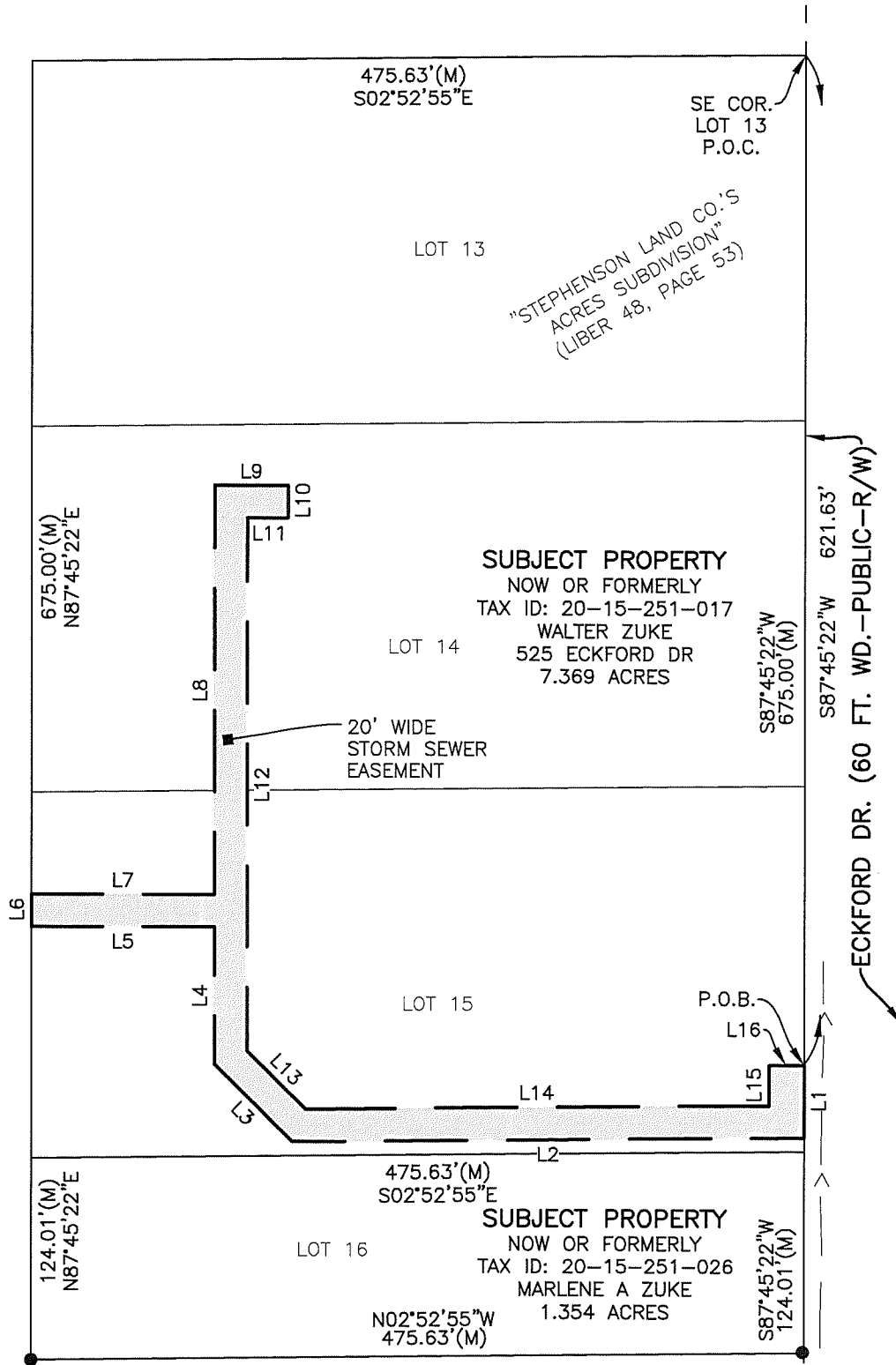
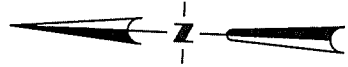
[Signature]  
\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

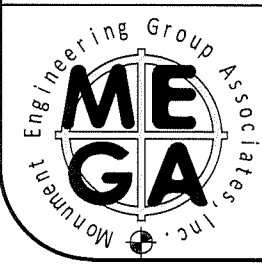
Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

# EXHIBIT "A"

(VARIABLE WIDTH STORM SEWER EASEMENT)



LINE TABLE					
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S87°45'22"W	44.77'	L9	S2°14'38"E	45.00'
L2	N2°51'13"W	315.10'	L10	S87°45'22"W	20.00'
L3	N42°24'22"E	67.51'	L11	N2°14'38"W	25.00'
L4	N87°45'22"E	84.32'	L12	S87°45'22"W	327.53'
L5	N2°14'38"W	112.50'	L13	S42°24'22"W	50.82'
L6	N87°45'22"E	20.00'	L14	S2°51'13"E	285.19'
L7	S2°14'38"E	112.50'	L15	N87°45'22"E	24.77'
L8	N87°45'22"E	251.57'	L16	S2°51'13"E	21.78'



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**  
 298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com  
 SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)

LAST REVISION: 11/11/2024	CLIENT:
DATE: 04/09/2024	<b>ICON DEVELOPMENT</b>
SCALE: 1"=100'	NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SHEET: 1 of 2	DR. BY: DAH                      CHK BY: MB
FILE: 21-175_Esmts	JOB No. 21-175

# EXHIBIT "A"

## (VARIABLE WIDTH STORM SEWER EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
(Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)


Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

### Legal Description (Storm Sewer Easement)

A variable width storm sewer easement lying over part of Lots 14 and 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 15 of said "Stephenson Land Co.'s Acres Subdivision", 621.63 feet to the Point of Beginning;  
thence continuing S87°45'22"W along said North and South lines, 44.77 feet;  
thence N02°51'13"W, 315.10 feet;  
thence N42°24'22"E, 67.51 feet;  
thence N87°45'22"E, 84.32 feet;  
thence N02°14'38"W, 112.50 feet to the North line of said Lot 15;  
thence N87°45'22"E, 20.00 feet along the North line of said Lot 15;  
thence S02°14'38"E, 112.50 feet;  
thence N87°45'22"E, 251.57 feet;  
thence S02°14'38"E, 45.00 feet;  
thence S87°45'22"W, 20.00 feet;  
thence N02°14'38"W, 25.00 feet;  
thence S87°45'22"W, 327.53 feet;  
thence S42°24'22"W, 50.82 feet;  
thence S02°51'13"E, 285.19 feet;  
thence N87°45'22"E, 24.77 feet;  
thence S02°51'13"E, 21.78 feet to the Point of Beginning.



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
FOWLERVILLE,  
MICHIGAN 48836  
(OFFICE) 517-223-3512  
monumentengineering.com

*SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS (SDVOSB)*

LAST REVISION: 11/11/2024	CLIENT:
DATE: 04/09/2024	<b>ICON DEVELOPMENT</b>
SCALE: N/A	NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SHEET: 2 of 2	DR. BY: DAH                      CHK BY: MB
FILE: 21-175_Esmts	JOB No. 21-175

\*APPROVED\*

AS NOTED:  
CITY OF TROY LAND SURVEYOR  
DATE: 12/11/2024

**PERMANENT EASEMENT  
FOR A PEDESTRIAN PATHWAY**

Sidwell #88-20-15-251-<sup>017</sup>~~026~~ (pt)

**Eckford Development, LLC**, a Michigan limited liability company, Grantor, whose address is 35520 Forton Court, Clinton Township, MI 48035 for and in consideration of the sum of: One and no/100 Dollar (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace a **pedestrian pathway**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART OF


and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 16 day of November A.D. 2025.

Eckford Development, LLC,  
a Michigan limited liability company

By  (L.S.)  
\*Vincent Sorrentino  
Its: Member

STATE OF MICHIGAN     )  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 16 day of December 2025 by Vincent Sorrentino, an authorized Member of Eckford Development, LLC, a Michigan limited liability company, on behalf of the company.



L FIGOL  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires March 02, 2031  
Acting in the County of Oakland

\*  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires \_\_\_\_\_  
Acting in \_\_\_\_\_ County, Michigan

Prepared by: Larysa Figol, SR/WA  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

Return to: City Clerk  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084



# EXHIBIT "A"

(BIKE PATH EASEMENT)

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)  
 (Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)


Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

Legal Description (Bike Path Easement)

A 20 foot wide bike path easement lying over part of Lot 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:


Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";  
 thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 15 of said "Stephenson Land Co.'s Acres Subdivision", 603.88 feet to the Point of Beginning of Bike Path Easement "A";  
 thence continuing S87°45'22"W along the North line of said Eckford Drive and South line of said Lot 15, 20.00 feet to Reference Point "A";  
 thence N02°50'52"W, 296.37 feet;  
 thence 37.95 feet, along the arc of a curve to the right, said curve has a radius of 24.00 feet, a central angle of 90°36'14", and a chord which bears N42°27'15"E at a distance of 34.12 feet;  
 thence N87°45'22"E, 110.96 feet;  
 thence S02°14'38"E, 20.00 feet;  
 thence S87°45'23"W, 115.01 feet;  
 thence S02°50'52"E, 300.62 feet to the South line of said Lot 15 and the Point of Beginning of Bike Path Easement "A";  
 thence commencing at Reference Point "A";  
 thence S87°45'22"W along the North line of said Eckford Drive and the South line of said Lot 15, 40.00 feet;  
 thence N02°50'32"W, 257.18 feet;  
 thence 17.83 feet, along the arc of a curve to the left, said curve has a radius of 58.00 feet, a central angle of 17°36'45", and a chord which bears N11°41'17"W at a distance of 17.76 feet;  
 thence 153.77 feet, along the arc of a curve to the right, said curve has a radius of 70.00 feet, a central angle of 125°51'47", and a chord which bears N42°26'14"E at a distance of 124.66 feet;  
 thence 17.83 feet, along the arc of a curve to the left, said curve has a radius of 58.00 feet, a central angle of 17°36'45", and a chord which bears S83°26'15"E at a distance of 17.76 feet  
 thence N87°45'22"E, 26.28 feet to the Point of Beginning of Bike Path Easement "B";  
 thence N02°14'38"W, 115.00 feet to the North line of said Lot 15;  
 thence N87°45'22"E along the North line of said Lot 15, 20.00 feet;  
 thence S02°14'38"E, 115.00 feet;  
 thence S87°45'22"W, 20.00 feet to the Point of Beginning.



**INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS**

298 VETERANS DRIVE  
 FOWLerville,  
 MICHIGAN 48836  
 (OFFICE) 517-223-3512  
 monumentengineering.com

SERVICE DISABLED VETERAN OWNED  
 SMALL BUSINESS (SDVOSB)

LAST REVISION:		CLIENT:	
DATE: 11/8/24		<b>ICON DEVELOPMENT</b>	
		NE 1/4, SEC 15, T2N-R11E, CITY OF TROY	
SCALE: N/A	SHEET: 2 of 2	DR. BY: DAH	CHK BY: MB
FILE: 21-175_Esmts		JOB No. 21-175	

\*APPROVED\*

AS NOTED:  
CITY OF TROY LAND SURVEYOR  
DATE: 11/13/2024



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**J.6.**

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Kyle Vieth, Controller  
Emily Frontera, Purchasing Manager  
Brian Goul, Recreation Director

**Subject:** Bid Waiver - Bus Transportation Services

---

## **History**

- The City of Troy has used the Troy School District buses for transportation services for 25 years.
- In 2011, the School District privatized their bus services and secured a contract with First Student.
- First Student has been used by the City since then for transportation for field trips and programs.
- These transportation services have provided the ability to continue programs that require transportation.
- On December 4, 2017, Troy City Council approved a two (2) year contract for Bus Transportation Services, with an option to renew for two (2) additional years based on mutual consent of both parties with First Student of Chicago, IL; contract expiring December 31, 2019 (Resolution #2017-12-192-J-5)
- On November 11, 2019, City Council approved a two (2) year extension of the contract under the same terms and conditions as the original bid contract expiring December 31, 2021 (Resolution #2019-11-133-J-6).
- On November 8, 2021, City Council approved a (2) year extension of the contract under the same terms and conditions as the original bid contract expiring December 31, 2023. (Resolution #2021-11-164).
- On December 4, 2023, City Council approved a (2) year extension of the contract under the same terms and conditions as the original bid contract expiring December 31, 2025. (Resolution #2023-12-173-J-5).
- The Recreation Department anticipates spending between \$10,000 - \$15,000 annually on bus transportation for programs.

## **Purchasing**

The transportation services market was surveyed and is summarized below. First Student continues to offer the most economical choice. First Student is able to continue to provide

bussing services for our programs for the below rate. They do not charge any additional fees, including cancellation fees. The other companies charge cancellation fees.

First Student: \$69.91 per hour with no cancellation fee

Servicar: \$94.00 per hour with no refunds for cancellation

Trinity: Not interested in providing a quote

First Student has done an excellent job providing bus transportation services in the past and has met all contract terms and conditions. First Student has also expressed an interest in continuing to provide bus transportation services for the City under the following terms and conditions: the last bid was \$63.44/hr., but fees have increased to \$69.91/hr. It is in the best interest of the City to waive the bid process and renew the contract with First Student for two (2) additional years under the new terms and conditions at \$69.91 per hour.

### **Financial**

Funds are available in the various Recreation operating accounts and is paid entirely through user fees.

### **Recommendation**

City Management recommends it is in the best interest of the City to waive the bid process and renew the contract with First Student of Chicago, IL for Bus Transportation Services for the City of Troy Recreation Department Programs under the new terms and conditions for two (2) additional years at \$69.91 per hour.

### **Suggested Resolution:**

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to First Student of Chicago, IL, for Bus Transportation Services for the City of Troy Recreation Department Programs under new terms and conditions at \$69.91 per hour; for two (2) additional years; contract expiring December 31, 2027.



# CITY COUNCIL AGENDA ITEM

J.7.

**Date:** January 9, 2026

**To:** Honorable Mayor and Troy City Council Members

**From:** Lori Grigg Bluhm, City Attorney  
Nicole F. MacMillan, Assistant City Attorney

**Subject:** Andrew Magadanz v. City of Troy

---

The City was served with the attached lawsuit filed by the Mike Morse Law Firm on behalf of Andrew Magadanz. The Complaint alleges that on April 23, 2025, Mr. Magadanz was riding his segway scooter on/near the sidewalk at 4082 John R. Road in the City of Troy, near the Infinity Office Plaza. He alleges that the front wheel of his scooter hit an approximate 2 ½ inch vertical discontinuity in the sidewalk and caused him to fall from his scooter. According to the Complaint, his fall caused him injuries to his right arm, right hip, and right leg, including fractures. He also alleges excruciating pain and emotional damage, and a current inability to perform major life functions. His lawsuit is filed against the City of Troy under the sidewalk exception to governmental immunity (MCL 691.1402). He alleges that the City failed to maintain the sidewalk in reasonable repair.

The Complaint alleges that the damages exceed \$25,000, which is the threshold for filing a case in the circuit court. It has been filed in the Oakland County Circuit Court, case number 2025-219437-NO and assigned to Judge Cheryl A. Matthews.

The proposed resolution authorizes our office to represent the City in this case, and approves necessary expenditures required for the defense of the case.

Please let us know if you have any questions or concerns.

**Suggested Resolution:**

RESOLVED, That the City Attorney's Office is hereby **AUTHORIZED** and **DIRECTED** to defend the City of Troy in the matter of *Andrew Magadanz v. City of Troy* (Oakland County Circuit Court, Case No. 2025-219437-NO), and is **AUTHORIZED** to pay necessary costs and expenses and to retain any necessary expert witnesses required to adequately represent the City.

# Law Suit – FYI

**PLANTIFF: Andrew Magadanz**  
**DEFENDANT: CITY OF TROY**

- **Date Received: 12/15/2025**
- **Case # 2025-219437-NO**
  
- **Method of Delivery:**  
First Class Mail   
Certified Mail   
Personally Served
  
- **Received by:**  
City Attorney   
City Clerk   
Mayor
  
- **Signed for by:**
  
- **Copy of certified mail postcard attached to original**
  
- **Date Received by City Clerk: 12/15/2025**
  
- **Date Routed: 12/15/2025**

<b>City Clerk's Office - Original</b>	<b>X</b>
<b>City Attorney</b>	<b>X</b>
<b>City Manager</b>	<b>X</b>
DPW	X

Approved, SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

<b>STATE OF MICHIGAN</b> JUDICIAL DISTRICT JUDICIAL CIRCUIT COUNTY 6th	<b>SUMMONS</b>	<b>CASE NO.</b> 25 2025-219437-NO <b>JUDGE CHERYL A. MATTHEWS</b>
--	----------------	---

**Court address**  
 1200 N. Telegraph Road, Pontiac, Michigan 48341

**Court telephone no.**  
 (248) 858-1000

Plaintiff's name, address, and telephone no. Andrew Magadanz	<b>v</b>	Defendant's name, address, and telephone no. City of Troy c/o Aileen Dickson, City Clerk 500 W. Big Beaver Road Troy, MI 48084
Plaintiff's attorney, bar no., address, and telephone no. Marc J. Mendelson P-52798 <b>MIKE MORSE LAW FIRM</b> 24901 Northwestern Highway, Suite 700 Southfield, Michigan 48075 (248) 350-9050		

**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

**Domestic Relations Case**

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

**Civil Case**

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in  this court,  \_\_\_\_\_ Court, where

it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_

The action  remains  is no longer pending.

Summons section completed by court clerk



**SUMMONS**

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date <b>12/8/2025</b>	Expiration date* <b>03/09/2026</b>	Court clerk <b>Lisa Brown</b>
--------------------------------	---------------------------------------	----------------------------------

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

This case has been designated as an eFiling case, for more information please visit [www.oakgov.com/efiling](http://www.oakgov.com/efiling).

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

ANDREW MAGADANZ,

Plaintiff,

vs.

CITY OF TROY,

Defendant.

Case No: 25 NO

2025-219437-NO

Hon.

JUDGE CHERYL A.

MATTHEWS

---

**Marc J. Mendelson P-52798**  
**Steven G. Batsikouras P-84039**  
MIKE MORSE LAW FIRM  
Attorneys for Plaintiff  
24901 Northwestern Highway, Suite 700  
Southfield, Michigan 480751816  
(248) 3509050; Fax (248) 671-0817  
[steven.batsikouras@855mikewins.com](mailto:steven.batsikouras@855mikewins.com);  
[karen.kahn@855mikewins.com](mailto:karen.kahn@855mikewins.com)

---

**JURY DEMAND**

Plaintiff, Andrew Magadanz, by and through his attorneys, Mike Morse Law Firm, hereby respectfully demands a trial by jury on all issues in this cause of action.

Respectfully submitted,

MIKE MORSE LAW FIRM  
Attorneys for Plaintiff

*/s/ Steven G. Batsikouras*

---

Marc J. Mendelson P-52798  
Steven G. Batsikouras P-84039  
24901 Northwestern Highway, Suite 700  
Southfield, Michigan 48075  
(248) 350-9050

Dated: December 5, 2025

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

2025-219437-NO

ANDREW MAGADANZ,

Case No: 25 NO

Plaintiff,

Hon. JUDGE CHERYL A.  
MATTHEWS

vs.

CITY OF TROY,

Defendant.

---

**Marc J. Mendelson P-52798**  
**Steven G. Batsikouras P-84039**  
MIKE MORSE LAW FIRM  
Attorneys for Plaintiff  
24901 Northwestern Highway, Suite 700  
Southfield, Michigan 480751816  
(248) 3509050; Fax (248) 671-0817  
[steven.batsikouras@855mikewins.com](mailto:steven.batsikouras@855mikewins.com);  
[karen.kahn@855mikewins.com](mailto:karen.kahn@855mikewins.com)

---

**COMPLAINT**

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint. MCR 1.109(D)(2)(a)(i).

*/s/ Steven G. Batsikouras*

---

Marc J. Mendelson P-52798  
Steven G. Batsikouras P-84039

NOW COMES Plaintiff, Andrew Magadanz, by and through his attorneys, the Mike Morse Law Firm, and for his Complaint against the above-named Defendant, City of Troy, states as follows:

## COMMON ALLEGATIONS

1. Plaintiff, Andrew Magadanz, is a resident of the Charter Township of Shelby, County of Macomb, State of Michigan.

2. Defendant, City of Troy, is a municipal corporation, organized and existing in accordance with Michigan law, with its principal place of business in the County of Oakland, State of Michigan.

3. The amount in controversy exceeds \$25,000.00, exclusive of interest and costs, and is otherwise within the jurisdiction of this Honorable Court.

### COUNT I **VIOLATION OF MCL 691.1402a – NEGLIGENCE AND PREMISES LIABILITY** **AS TO DEFENDANT, CITY OF TROY**

4. Plaintiff hereby adopts and incorporates by reference each and every allegation contained in paragraphs 1 through 3 of this Complaint.

5. On or about April 23, 2025, at approximately 6:45 PM, Plaintiff, Andrew Magadanz, was lawfully and carefully operating his electric Segway scooter upon the sidewalk on the east side of John R Road in front of the Infinity Office Plaza at or near the address of 4082 John R Road, which sidewalk runs adjacent to John R Road, at or near the intersection of Wattles Road, within the City of Troy, County of Oakland, State of Michigan.

6. Upon knowledge and belief, the sidewalk upon which Plaintiff was traveling at the time was under the exclusive jurisdiction of Defendant, City of Troy, was installed by Defendant, City of Troy, and is adjacent to a municipal, county and/or state highway(s), in particular, the highway of John R Road.

7. Defendant, City of Troy, upon information and belief, possesses, owns, maintains and otherwise controls the sidewalk on the east side of John R Road, at or near 4082 John R Road,

at or near the intersection of Wattles Road, in the City of Troy, County of Oakland, State of Michigan.

8. When Plaintiff, Andrew Magadanz, was carefully and prudently operating his scooter upon the aforementioned sidewalk, the front wheel of his scooter struck a defect which was present upon the sidewalk, an approximately 2.5 inch uneven and irregular raised area which constituted a vertical discontinuity defect, which defect caused Plaintiff to be thrown from his scooter and to fall to the ground with great force and violence due to the dangerous conditions then and there existing, causing Plaintiff to sustain significant injuries.

9. At all relevant times, the Defendant, City of Troy, had a statutory duty created by MCL 691.1402 and MCL 691.1402a to maintain the sidewalks installed adjacent to a municipal, county, or state highway and under its jurisdiction in reasonable repair and in a condition so that they are reasonably safe and fit for public travel.

10. Defendant's duties include, but are not limited to:
- a) To periodically inspecting sidewalks under its jurisdiction to discover possible dangers, defects, deterioration, or damage;
  - b) To promptly and correctly repair, resurface, reconstruct, and otherwise correct, repair, and maintain imperfections or other hazardous conditions that it knows or should have known existed on sidewalks under its jurisdiction;
  - c) To take all reasonable precautions to protect pedestrians who use sidewalks under its jurisdiction from dangers that are foreseeable and that would render any sidewalk unsafe or not reasonably fit for pedestrian travel;
  - d) To ensure the sidewalks under its jurisdiction are not in a dangerous condition of a particular character;
  - e) To warn the public, in general, and Plaintiff, in particular, of the sidewalk defect then and there existing.

11. Prior to and including April 23, 2025, Defendant, City of Troy, breached its statutory duties by committing the following acts and omissions:

- a) Failing to periodically inspect the sidewalk under its jurisdiction running adjacent to John R Road, at the address of 4082 John R Road, in the City of Troy, Michigan, to discover possible dangers, defects, deterioration or damage;
- b) Failing to promptly and correctly repair, maintain, resurface, reconstruct, and otherwise correct imperfections or other hazardous conditions that it knew, or should have known, existed on the sidewalk located in the area of 4082 John R Road, adjacent to the municipal highway of John R Road, within the City of Troy, Michigan.
- c) Failing in general to repair and maintain and to keep the sidewalk running adjacent to John R Road located at or near the address of 4082 John R Road, within the City of Troy, Michigan, in a condition that was reasonably safe and fit for travel by the public;
- d) Negligently, carelessly and recklessly failing to alleviate an inherently dangerous defect upon the sidewalk, specifically the greater than 2 inch raised area/vertical discontinuity defect in the municipal sidewalk, which Defendant knew or had reason to know existed;
- e) Failing to take all reasonable precautions to protect pedestrians who use sidewalks under its jurisdiction from dangers that are foreseeable and that would render any sidewalk unsafe or not reasonably fit for pedestrian travel;
- f) Failing to ensure the sidewalks under its jurisdiction were not in a dangerous condition of a particular character;
- g) Failing to warn the public, in general, and Plaintiff, in particular, of the sidewalk defect then and there existing.

12. Upon information and belief, for the thirty (30) days prior to, and including April 23, 2025, Defendant, City of Troy, knew or, in the exercise of reasonable diligence, should have known of the existence of the defect in the sidewalk.

13. Upon information and belief, the defect in the sidewalk had a vertical discontinuity defect of two (2) inches or more.

14. As a direct and proximate result of Defendant's breach of its statutory duties, Plaintiff was severely injured in the aforementioned fall, and sustained severe injuries, including, but not limited to, injuries to his right arm, right hip and right leg, including: *a radial fracture of his right forearm, and a right displaced intertrochanteric fracture of his right femur requiring surgical intervention including intramedullary nailing and resulting in permanent scarring*, among other injuries. As a result, Plaintiff suffered severe, excruciating and continuing pain and suffering, severe and permanent disfigurement, emotional distress, and humiliation and embarrassment, all of which have necessitated medical care and treatment, extensive therapy, medications and other rehabilitative aids.

15. As a further direct and proximate result of the acts of negligence and/or omissions of Defendant, Plaintiff is and will be unable to participate in those activities in which a normal and healthy individual in the same and similar circumstances could have participated but for the injuries sustained in the above described incident.

16. As a further direct and proximate result of the acts of negligence and/or omissions of Defendant, Plaintiff has been required to spend substantial sums of money for the reasonable and necessary medical care and treatment of the injuries described above in an attempt to alleviate and cure himself of the pain, discomfort, mental anguish and permanent injuries sustained by him in the incident described herein, and he will continue to do so in the future.

17. Defendant, City of Troy, is vicariously liable under the doctrine of *respondeat superior* for the acts or omissions of any its agents, contractors, employees or other entities under its ownership or control.

18. Defendant, City of Troy, is not immune to this action pursuant to MCL 691.1402a, as the defect in question was located within a sidewalk owned, maintained and/or managed by Defendant.

19. That in the event it is determined that Plaintiff, Andrew Magadanz, was suffering from any other pre-existing medical and/or emotional condition(s), then, in that event, Plaintiff avers that those conditions were precipitated, aggravated and/or accelerated by reason of the foregoing incident herein described.

WHEREFORE, Plaintiff, Andrew Magadanz, respectfully requests that judgment be entered in his favor against Defendant, the City of Troy, for whatever amount in excess of \$25,000.00 he is found to be entitled, as determined by the trier of fact, to fairly, adequately and fully compensate Plaintiff for his injuries and damages, together with interest, costs and reasonable attorney fees so wrongfully sustained.

Respectfully submitted,

MIKE MORSE LAW FIRM  
Attorneys for Plaintiff

*/s/ Steven G. Batsikouras*

---

Marc J. Mendelson P-52798  
Steven G. Batsikouras P-84039  
24901 Northwestern Highway, Suite 700  
Southfield, Michigan 48075  
(248) 350-9050

Dated: December 5, 2025



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**J.8.**

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Emily Frontera, Purchasing Manager  
Alex Bellak, Information Technology Director

**Subject:** Bid Waiver – Professional Services - Center for Internet Security, Inc. -  
Managed Detection and Response Services

---

## History

The City of Troy faces the challenge of mounting an effective defense against cyber threat actors whose attacks continue to grow in sophistication and volume. The Information Technology Department recommends the use of a managed Security Operations Center (SOC) to augment the City's existing security infrastructure and practices and provide 24/7 defense against malware, ransomware, and zero-day attacks.

In October 2025, the City of Troy was awarded \$39,390.00 from the State of Michigan's State and Local Cybersecurity Grant Program to implement Managed Detection & Response (MDR) services.

The City researched MDR vendors and recommends the Center for Internet Security (CIS) based on its substantial presence in serving Michigan communities and its track record as a trusted partner, providing services used by the City of Troy over the past four years. CIS is a nonprofit organization that receives funding from various government and non-profit grant programs designed to improve the overall cybersecurity posture of U.S. State, Local, Tribal, and Territorial government organizations. CIS operates the Multi-State Information Sharing and Analysis Center (MS-ISAC) for the federal government through a cost-share model that includes federal funding and CIS funds. The City of Troy currently participates in and receives several free or federally subsidized cybersecurity services offered by CIS.

The CIS Security Operations Center would continuously monitor City computers using state-of-the-art Cloudflare Falcon Software, which is provided as part of the service. It analyzes for malicious activity and escalates actionable threats to the City of Troy's IT Department 24 hours a day, 7 days a week.

CIS is an approved security vendor of the State of Michigan's State and Local Cybersecurity Grant Program (SLCGP), which assists state, local, and territorial governments with managing

and reducing cyber risk. The terms of the grant will pay for CIS Managed Detection and Response services through 8/31/2027, resulting in savings of \$37,620.

### **Purchasing**

The Center for Internet Security has an outstanding reputation for providing services to local governments across the country to support cybersecurity, monitor computers for signs of hacking and malware, and assist in event mitigation should such events occur.

Pricing for purchasing Managed Detection and Response Services and Spotlight Vulnerability reporting has been provided by The Center for Internet Security, Inc., of East Greenbush, New York, as detailed in the attached proposal.

It is recommended, in the best interests of the City, that the bid process be waived, and a contract be awarded to The Center for Internet Security, Inc., of East Greenbush, New York.

### **Financial**

Funding for the first 18 months is covered in full by the State of Michigan's State and Local Cybersecurity Grant Program. The State of Michigan's State and Local Cybersecurity Grant Program (SLCGP) requires the City of Troy to make the initial payment and seek reimbursement after payment is made. The cost for CIS Managed Detection and Response Services and Vulnerability Spotlight for the period 2/1/2026 to 8/31/2027 is quoted at \$37,620.00.

Funds are available in the Information Technology operating budget account 636.228.802.070.

### **Recommendation**

City Management recommends, in the best interest of the City, waiving the bid process and awarding a contract to hire the Center for Internet Security, Inc. of East Greenbush, NY, for Managed Detection and Response Services, and Spotlight Vulnerability service for an 18-month term of service for an estimated total cost of \$37,620.00.

City Management further requests authorization to renew services as needed upon the expiration of this term of service, with an annual renewal increase not to exceed 5%.

### **Suggested Resolution:**

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the formal bid process and **AWARDS** a contract to the Center for Internet Security, Inc. of Greenbush, NY for Managed Detection and Response Services, and Spotlight Vulnerability services for 18 months for an estimated total cost of \$37,620.00 as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** renewal of services as needed by the Information Technology Department, upon the expiration of the 18-month term of service, with annual renewal increases not to exceed 5%.





Center for Internet Security, Inc.  
 31 Tech Valley Drive  
 East Greenbush, New York 12061  
 United States

**ORDER for City of Troy**  
 Order: SO-251211-0075954  
 Created Date: 12/11/2025  
 Valid Through: 4/10/2026  
 Prepared by: George Kursar  
 Phone:  
 george.kursar@cisecurity.org

# Order

## Address Information

**Bill To:**  
 City of Troy  
 500 W Big Beaver  
 Troy, Michigan 48084  
 United States

**Buying Contact:** Alex Bellak  
**Buying Email:** alex.bellak@troymi.gov

**Ship To:**  
 City of Troy  
 500 W. Big Beaver Rd.  
 Troy, Michigan 48084  
 United States

**Shipping Contact:** Alex Bellak  
**Shipping Email:** alex.bellak@troymi.gov

## Related Information

**Currency:** USD

**Billing Frequency:** One-Time

## Product and Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Managed Detection and Response MDR – CS GovCloud	CIS-MDR-ADV-CS-CISS	2/1/2026 - 8/31/2027	300	19 Mon	\$6.00	\$6.00	\$34,200.00
CIS Managed Detection and Response MDR Spotlight – CS GovCloud	CIS-MDR-SPOT-CS-CISS	2/1/2026 - 8/31/2027	300	19 Mon	\$0.60	\$0.60	\$3,420.00

List Price Total: \$37,620.00

Sales Price Total: \$37,620.00

Net Amount: \$37,620.00

**Balance Due Amount: \$37,620.00**

## Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

### Customer: City of Troy

Signature

Name

Title

Date





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**O.2.a.**

**Date:** January 9, 2026

**To:** Frank Nastasi, City Manager

**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Kyle Vieth, Controller  
Kelly Timm, City Assessor

**Subject:** 2025 State Treasurer Reports for Local Development Finance Authority (LDFA)  
and Troy Downtown Development Authority (TDDA)

---

Per reporting requirements outlined in State of Michigan Act 57 of 2018, attached you will find fiscal year ending 2025 annual reports recently submitted to the State Treasurer for the Troy LDFA and Troy DDA.

Thank you for your continuing support of the Troy LDFA and Troy DDA.







500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

**O.2.b.**

**Date:** January 9, 2026  
**To:** Frank Nastasi, City Manager  
**From:** Bob Bruner, Deputy City Manager  
Chris Wilson, Assistant City Manager  
Mark Adams, Economic Development Manager  
**Subject:** Q4 Economic Development Report

---

## **Economic Development Report Q4 2025**

### **Celanese Business Expansion**

Below is an example of business assistance and communication that demonstrates the team work between Economic and Community Development Departments:

*Thank you for the call earlier this week, and for helping to provide clarity and to get things moving again. Tom from the city has asked that we send a letter discussing the history of this equipment. I now believe things are on the right track thanks to your support.*

*Celanese will invest \$15 million in capital not including the several million in equipment that is being moved from Texas and 3 new hires with the potential 2 new employees in the near future.*

*We appreciate you very much.*

*Phillip W. Fordham  
Director, Government Relations*

\*The Troy Building Department also provided critical assistance to expedite this expansion that will include a lab.

### **Community Academy**

Created a PowerPoint presentation for Troy residents that defined economic development practices and the benefits of economic development policy. Reviewed business retention, expansion and attraction practices. These three core elements are the foundation of any economic development operation. Retaining business helps maintain the viability of a community business cluster; Expansion maintains growth within the community; Attraction increases the job/tax base.

The presentation also explained how Troy partners with the State of Michigan, Detroit Regional Partnership, Oakland County and consultants to maintain and increase Troy businesses. A brief overview was given on incentive programs and how Troy uses incentives to place under-performing property back on the tax rolls.

The presentation was well received by the community and included a fruitful Q&A session.

### **Business Assistance**

Provided marketing information to Landscape Gardens to increase their customer base. Recommended advertising in Troy Today, joining the Troy Chamber and free marketing assistance from Oakland Thrive. There have been several other inquiries for economic development services concerning the 17 acre MET Property at Crooks and I-75, and the property at 2475 Maple (gas station). At this time, there is no actionable proposal for either property. Information on zoning, licensing and site searches was also provided to several businesses.

Helped the children's hospital to market their expansion with information about advertising in Troy Today:

*Thank you, Mark!! Please let me know if you ever need anything!*

*Tammy Battaglia*

*Communications & Media Relations Manager, DMC & Children's Hospital of Michigan*

Participated in the November Oakland County Tech collaboration EDU2B event. Several Troy and Oakland County businesses attended this event to gain knowledge about how Universities can assist businesses with research. RGSBI 1200 Stephenson hosted an Education to Business networking session in December. These EDU2B networking events enhances Troy's technology sector by connecting colleges to business.

### **Western Labs**

Below is an example of the partnership discussed at the Community Academy between State, Regional and County economic agencies:

*Thank you all for taking the time to meet with us yesterday. We really appreciate your engagement and the support shown by the Michigan Economic Development Corporation, Oakland County, and the City of Troy.*

*Mark thank you for the City of Troy's partnership and for exploring ways the city can assist as we expand our presence.*

*We truly value the support from each of your organizations and are encouraged by the alignment around helping Western Labs and Methodica Technologies continue to grow and flourish here in Michigan. We look forward to working closely together and exploring the paths we discussed.*

*If you need any additional information from us, please let me know. We're excited to build on this momentum.*

*Best Regards.*

*Douglas Priemer*

*Vice President of Engineering*

*Western Labs, LLC.*

50 W Big Beaver Rd, Suite# 400  
Troy, MI 48084  
USA

## **Conferences**

Event Name: Remanufacturing Conference

Location: Troy

Date: October 2025

This event was held at the Troy MSU conference Center. The Mayor welcomed business leaders from around the world to Troy. He touched on Troy's diverse business base and how remanufacturing matches the type of sustainability that Troy supports. I talked to several businesses about Troy's business assistance programs from site searches to workforce recruitment. A General Motors executive spoke on the reuse of electric batteries. Connected with the executive to discuss her work with LG Energy Tech Center on Technology Drive. The research center supplies a lot of the advanced technology for GM EV Batteries.

## **Troy Hospitality Committee**

Provided an update on economic development activities that included the proposed Somerset Hotel parking lot mixed use development, Kojaian Crooks/Long Lake mix-use project and proposed Motor City Church housing development. Touched on general economic trends and the improving office vacancy rates.

The meeting was held at Shankar Distillers, 1030 Chicago Road, which is a business that the Troy Economic Development and Community Development teams assisted with getting an expedited permit.

## **Chaldean American Chamber Corporate Luncheon**

Networked with several Troy based businesses that are represented by the Chaldean Chamber. Received calls from their economic development executive about business proposals, general zoning information and loan programs and work with our Planning Department to supply information on zoning and site plan approvals.

## **Troy's TIF Boards**

Brownfield and Local Development Finance Authority Board meetings were held in October.

The LDFA was provided information and updates regarding Smart Zone activities and the latest from Automation Alley.

The BRA was provided updates regarding our open Brownfield plans. Further, the board was provided information about the Brownfield Services Consultant bid, and ultimately voted in support.

For further context, Economic Development is working with the Manager's Office through the bid process in order to procure a Brownfield Services Consultant. The bid opening took place on January 8, 2026.

It is common for communities of this size and brownfield scope to have a consultant for

services relating to Act 381. This will be especially helpful as we explore other programs such as the new MSHDA Housing TIF which utilizes the brownfield process. It is expected that the consultant will assist, as needed, and provide expert opinions and recommendations with regard to various development projects.

### **Brownfield Pipeline 2025/26**

1441 Maple potential office to residential conversion (waiting for a revised plan)

4755 Rochester Road/Village of Troy Phase 2 (waiting for a draft plan)

Motor City Church (waiting for a draft plan)

This pipeline represents potential projects that are ongoing and can take several months of interactions with in-person meetings, phone calls and reimbursement activities for completed Brownfield projects.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM COVER SHEET

**O.2.c.**

**Agenda Item:**

O.2.c. Fourth Quarter Litigation Report

**ATTACHMENT(S):**

Fourth Quarter Litigation Report



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM

Date: January 5, 2026  
To: Honorable Mayor and City Council Members  
From: Lori Grigg Bluhm, City Attorney  
Allan T. Motzny, Assistant City Attorney  
Julie Quinlan Dufrane, Assistant City Attorney  
Nicole F. MacMillan, Assistant City Attorney  
Subject: Fourth Quarter 2025 Litigation Report

The following is the quarterly report of pending litigation and other matters of interest. **Developments during the FOURTH quarter of 2025 are in bold.**

## **A. ANATOMY OF THE CASE**

Once a lawsuit has been filed against the City or City employees, the City Attorney’s office prepares a memo regarding the allegations in the complaint. At that time, our office requests authority from Council to represent the City and/or the employees. Our office then engages in the discovery process, which generally lasts for several months, and involves interrogatories, requests for documents, and depositions. After discovery, almost all cases are required to go through case evaluation (also called mediation). In this process, three attorneys evaluate the potential damages, and render an award. This award can be accepted by both parties, and will conclude the case. However, if either party rejects a case evaluation award, there are potential sanctions if the trial result is not as favorable as the mediation award. In many cases, a motion for summary disposition will be filed at the conclusion of discovery. In all motions for summary disposition, the Plaintiff’s version of the facts are accepted as true, and if the Plaintiff still has failed to set forth a viable claim against the City, then dismissal will be granted. It generally takes at least a year before a case will be presented to a jury. It also takes approximately two years before a case will be finalized in the Michigan Court of Appeals and/or the Michigan Supreme Court.

## **B. ZONING CASES**

These are cases where the property owner has sued for a use other than that for which the land is currently zoned and/or the City is suing a property owner to require compliance with the existing zoning provisions.

1. **Stafa et. al v. Troy-** This federal case was served on the City on March 20, 2024. It was filed by Safet Stafa, Tollbrook LLC, Tollbrook West LLC, Tollbrook North LLC and Arban Stafa against the City. It is currently assigned to Judge Nancy Edmunds. In the complaint, Plaintiffs argue that the City’s actions in denying various rezoning requests was in retaliation for the numerous lawsuits Plaintiffs filed against the City, allegedly in violation of the First Amendment. The complaint also asserts an allegation that the City treated Plaintiffs differently than other developers and land owners, depriving Plaintiffs



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

of rights to equal protection of the law. The case seeks damages, injunctive relief, and attorney fees under 42 U.S.C. Section 1983. The City's first responsive pleading is due on or before April 10, 2024. The City timely filed a Motion to Dismiss. Plaintiff subsequently filed a Motion for Temporary Restraining Order/Preliminary Injunction concerning one of its projects. The City filed a response and the parties are now awaiting a decision from the Court. After receipt of the City's Motion to Dismiss, Judge Goldsmith gave the Plaintiff the option to submit an amended complaint, and Plaintiff availed itself of that opportunity. On June 28, 2024, the City filed a Motion to Dismiss the Amended Complaint for failure to state a claim. Defendant filed a response to the City's motion to dismiss, and the Court has not yet ruled on this motion. The parties are also waiting for the Court's decision regarding Plaintiffs' request for a temporary restraining order and/or preliminary injunction. On February 25, 2025, Judge Goldsmith granted the City's motion in part, dismissing the equal protection claim, but denied the City's motion to dismiss the First Amendment Retaliation claim, allowing this case to proceed through discovery. On March 25, 2025, Judge Goldsmith denied Plaintiff's Motion for a Temporary Restraining Order and a Preliminary Injunction. The parties exchanged initial disclosures in accordance with the court rules and have begun the discovery process. Pursuant to Court order, the parties are scheduled to participate in facilitation on October 1, 2025. **The Court has adjourned scheduled court dates to allow the parties to consider the facilitator's settlement recommendation.**

2. **2955 E. Long Lake LLC et al v. City of Troy**- Plaintiffs/Appellants 2955 E. Long Lake LLC, Collard LLC, and National Express Wash LLC filed a joint application, seeking Preliminary Site Plan approval and Special Use approval for a proposed car wash with second story office space on their property located at the corner of E. Long Lake and Dequindre Roads. On November 12<sup>th</sup>, 2024, the Planning Commission denied the Special Use approval application. Plaintiffs then tried to file an appeal with the Troy Board of Zoning Appeals (ZBA), which was administratively denied, since the ZBA does not have the authority to review the Planning Commission decision in this case. Appellants then filed this appeal in the Oakland County Circuit Court, requesting a reversal of the Planning Commission's decision. In the alternative, Appellants seek an order directing the ZBA to review the Planning Commission decision. The City timely filed the appellate record with the Oakland County Circuit Court, Judge Kwame Rowe. On March 28, 2025, Appellants filed their brief with the Court. The parties filed their briefs in accordance with the Court's scheduling order. Oral argument was originally scheduled for May 21, 2025, but was then adjourned by the Court to June 12, 2025. The parties presented oral argument, and are now awaiting a written decision from the Court. On July 1, 2025, the Court issued a written opinion remanding Plaintiff's application back to the Planning Commission for the Planning Commission to include additional findings and conclusions in its resolution. The parties are now waiting for Plaintiff to confirm that it still wants to proceed to the Planning Commission. **Plaintiff has not yet expressed its intentions to City Administration.**



### C. EMINENT DOMAIN CASES

These are cases in which the City wishes to acquire property for a public improvement and the property owner wishes to contest either the necessity or the compensation offered. In cases where only the compensation is challenged, the City obtains possession of the property almost immediately, which allows for major projects to be completed.

1. **Troy v Denha, et al.** – This condemnation case was initiated by the City on August 22, 2024 to acquire needed right of way for a planned road improvement project located on Rochester Road, from Barclay Drive to Trinway Drive. The case was assigned to Oakland County Circuit Court Judge Jeffery S. Matis. A hearing on the complaint and the City's request for immediate possession was initially set for September 25, 2024, but was subsequently adjourned. The hearing on the complaint was initially adjourned to October 23, 2024 and then again to October 30, 2024. On October 30, 2024 the Court entered an order surrendering possession and vesting title to the property to the City. The order also required the City to pay the estimated just compensation to the property owner. The case will now proceed on the issue of just compensation only. The Court issued a scheduling order establishing discovery deadlines and for the exchange of witness and exhibit lists and appraisal reports and for facilitation. If the case is not resolved through facilitation or otherwise, a jury trial is scheduled for March 2, 2026. The parties timely submitted Witness and Exhibit Lists for the jury trial. The parties are in the discovery phase. On September 17<sup>th</sup> the parties exchanged updated appraisals. Discovery is ongoing. **On November 7, 2025, the parties engaged in facilitative mediation. As a result of the mediation, the parties tentatively agreed to a proposed settlement, subject to approval from the Troy City Council. A consent judgment was entered on December 3, 2025 establishing the final amount of just compensation. This case is now concluded.**
2. **Troy v Kreger, et al.** – This condemnation case was initiated by the City on August 22, 2024 to acquire needed right of way for a planned road improvement project located on Rochester Road, from Barclay Drive to Trinway Drive. The case was assigned to Oakland County Circuit Court Judge Martha Anderson. A hearing on the complaint has not yet been scheduled. The Court issued a scheduling order establishing discovery deadlines and for the exchange of witness and exhibit lists. If the case is not resolved through facilitation or otherwise, a jury trial is scheduled for January 5, 2026. On January 17, 2025, the Court entered an order surrendering possession and vesting title in the subject property to the City, which required the City to pay the property owner the estimated just compensation, as determined by an independent appraisal. The case now continues to allow a jury to determine the total value of the property. The Court also required the parties to mediate this case, which is scheduled for October 23, 2025. The parties are in the discovery phase. The parties exchanged updated appraisals on July 25<sup>th</sup>. Discovery is ongoing. **On October 23, 2025, the parties engaged in facilitative mediation. Although the mediation did not result in settlement, the parties indicated that additional settlement discussions would be pursued. The parties and the mediator continued the facilitative mediation on December 9, 2025, but were unable to reach a proposed settlement. Thus, the case is scheduled to proceed to jury trial on January 11, 2026.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

3. **Troy v Potts, et al.** – This condemnation case was initiated by the City on August 22, 2024 to acquire needed right of way for a planned road improvement project located on Rochester Road, from Barclay Drive to Trinway Drive. The case was assigned to Oakland County Circuit Court Judge Nanci Grant. A hearing on the complaint has not yet been scheduled. The hearing on the complaint was set for October 23, 2024. Defendants Mr. and Mrs. Potts filed a motion to review necessity and to dismiss the case. The hearing on that motion was also scheduled for October 23, 2024. The City filed a timely response to the motion. Prior to the hearing date, the Potts withdrew their motion to challenge necessity and dismiss the case. On October 21, 2024 the Court entered an order surrendering possession and vesting title to the property to the City. The order also required the City to pay the estimated just compensation to Flagstar Bank, which is named as a defendant since it has a mortgage interest in the subject property. The case will now proceed on the issue of just compensation only. The Court issued a scheduling order establishing discovery deadlines and for the exchange of witness and exhibit lists. If the case is not resolved through facilitation or otherwise, a jury trial is scheduled for December 8, 2025. The parties are currently in the discovery phase. The parties are in the discovery phase. The parties exchanged updated appraisals on September 18<sup>th</sup>. Discovery is ongoing. **The parties engaged in facilitative mediation on December 10, 2025, which did not lead to a proposed settlement. The parties are now preparing for trial.**
4. **Troy v McDonald's Corporation.** – The City filed this condemnation case on February 11, 2025, seeking a permanent easement for public utilities and public service facilities for the Rochester Road improvement project, from Barclay Drive to Trinway Drive. The case was assigned to Oakland County Circuit Court Judge Daniel P. O'Brien. Judge O'Brien granted the City's motion to schedule a hearing on the complaint, set for April 16, 2025. On April 16, 2025, the Court entered a stipulated order granting the City possession and requiring payment of the estimated just compensation to McDonalds. The case will now proceed on the issue of the final amount of just compensation only. The parties are in the discovery phase. **The parties anticipate that the Court will require facilitation or mediation in an effort to resolve this case before trial.**
5. **Troy v 5024 Rochester, LLC, et al.** – This is another Rochester Road Improvement Project condemnation case filing, submitted on March 20, 2025. The City has requested an initial hearing before the assigned Oakland County Circuit Court Judge Mary Ellen Brennan, seeking title to the property needed for the Project. The parties stipulated to an order granting the City possession and requiring payment of the estimated just compensation to 5024, LLC and dismissing all other parties. The Court entered this order. The case will now proceed to discovery and ultimately a jury trial to determine the final just compensation. **The parties anticipate that the Court will require facilitation or mediation in an effort to resolve this case before trial.**
6. **Troy v Troy Landmark Properties, et al.** – This condemnation case was initiated by the City on March 20, 2025. The City is seeking a strip of real estate and a permanent easement for public utilities and public service facilities for the Rochester Road Improvement Project. The case was assigned to Oakland County Circuit Court Judge Daniel P O'Brien. The City requested an initial hearing, seeking an order granting title and requiring payment of the estimated just compensation. A stipulated order was entered granting the City possession and requiring payment of the estimated amount of just compensation. Another order was signed by the Court, dismissing all



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

the other Defendants except for Troy Landmark Properties, LLC. This case will now proceed to discovery on the issue of the final amount of just compensation. **The parties anticipate that the Court will require facilitation or mediation in an effort to resolve this case before trial.**

7. **Troy v DB Troy, LLC et al.** – For the Rochester Road Improvement Project, Barclay Drive to Trinway Drive, the City filed this condemnation case on March 20, 2025. The City needs to acquire a permanent easement for public utilities and public service facilities at the Firebird Tavern location. Oakland County Circuit Court Judge Mary Ellen Brennan is the assigned judge, who will hopefully quickly schedule the initial hearing on the complaint. The Court granted the City's motion for possession allowing the City to hold off paying the estimated compensation until all the parties agree to the allocation between all defendants. Subsequently, Defendants agreed to an apportionment between the parties, and DB Troy, LLC is the only Defendant remaining, since all others have been dismissed. The case will proceed through discovery and jury trial as to the final amount of just compensation. **The parties have secured an independent facilitator and expert condemnation attorney to try to resolve the case before trial.**
8. **Troy v 4770 Rochester Holdings, LLC, et al.** – This is another Rochester Road Improvement Project condemnation case, filed April 28 2025. The City requested an initial hearing before the assigned Oakland County Circuit Court Judge Mary Ellen Brennan, seeking title to the property needed for the Project. The City filed a motion for an order for possession and Defendant 4770 Rochester Holdings filed a response. Prior to the hearing date, the parties agreed on a possession order, which the Court entered. The other Defendant – Community Choice Credit Union was dismissed, pursuant to the attorney's request. The case will now proceed to discovery and jury trial on the final amount of just compensation. **On October 23, 2025, a consent judgment was entered establishing the final amount of just compensation. This case is now concluded.**

### **D. CIVIL RIGHTS CASES**

These are cases that are generally filed in the federal courts, under 42 U.S.C. Section 1983. In these cases, the Plaintiffs argue that the City and/or police officers of the City of Troy somehow violated their civil rights.

1. **Melvin Matsey v. Troy, et al.** - Melvin Matsey was a suspect in some burglaries in the area and had been under surveillance by the Troy Police Department Special Investigations Unit (SIU). On March 9, 2022, at approximately 8:30pm, Matsey was observed running away from a closed business carrying something under his arm. He quickly got into his parked car and drove away. SIU officers followed him, and used a boxing maneuver to stop him. Officers then got Matsey out of his car, and took him in for questioning. Plaintiff's complaint alleges there was no legal basis for the boxing maneuver, and that he was falsely arrested. He alleges injuries, pain and psychological trauma resulted. Plaintiff's complaint is brought under 42 USC, Section 1983 and it asserts claims under the 5<sup>th</sup>, 8<sup>th</sup>, and 14<sup>th</sup> Amendments of the United States Constitution. Plaintiff also asserts state law claims against the individual officers for assault and battery, intentional infliction of emotional distress and alleged gross negligence. He is seeking damages in an amount exceeding \$75,000, plus interest, costs and attorney



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

fees. On June 26, 2024, Judge Kumar, the U.S. District Court Judge assigned to this case, entered a scheduling order. On August 20, 2024, Plaintiff filed an amended complaint specifically identifying all of the individual officers involved in the March 9, 2022 encounter. The City will file a timely response. The City has also initiated discovery. The City filed a response to the amended complaint, and the parties are engaging in discovery. The attorney for one of the co-defendants requested an adjournment of the case, due to an expected medical leave. This was stipulated to by the parties, and granted by the Court. Discovery continues. **On October 2, 2025, the Court granted a second motion to extend the discovery dates. The parties continue to depose factual witnesses.**

2. **Edward Ross v. Troy, et. al.**- Plaintiff filed this lawsuit under 42 U.S.C. Section 1983, claiming a deprivation of his constitutional rights resulting from his termination as a volunteer firefighter. The complaint was served on the City and the individual defendants on August 1, 2024. A timely response will be filed with the Court. The City timely filed its answer. The parties are scheduled for mediation on March 5, 2025. The parties were not able to successfully mediate this case and the administrative law proceeding. The parties are now in the discovery phase. Plaintiff filed a Motion to Compel Discovery, seeking additional documentation, which the Court granted in part and denied in part. The parties are proceeding through discovery. **At Plaintiff's request, the Court extended the closing deadline for discovery. The parties continue to depose factual witnesses.**
3. **Thomas Szczesny v. Troy, et. al.**- Plaintiff filed this Complaint against the City and individual police officers, claiming deprivation of his Constitutional rights under the 4<sup>th</sup> and 14<sup>th</sup> Amendments resulting from an accident that occurred on September 22, 2023. Plaintiff, who was riding a motorcycle, collided with a vehicle driven by a Troy officer who was responding to a call. Plaintiff's medical claims are being addressed separately under the State of Michigan Motor Vehicle Code. The accident was investigated by an independent police agency, which determined that Plaintiff, who failed to yield, was at fault. A subsequent search warrant obtained for Plaintiff's blood revealed that it contained intoxicating substances. Initially, the Oakland County Prosecutor's Office issued charges against Plaintiff, but shortly before trial, these charges were dismissed by the prosecutor. This development partially serves as the basis for Plaintiff's malicious prosecution claims under State and Federal Laws. The Complaint also alleges that the City is liable for an alleged failure to supervise and failure to train its officers. This case has been assigned to U.S. District Court Senior Judge Gershwin Drain. **The Court issued a notice to appear for an initial status conference scheduled for February 12, 2026. The parties are preparing to exchange initial disclosures that are required under the court rules.**

### **E. PERSONAL INJURY AND DAMAGE CASES**

These are cases in which the Plaintiff claims that the City or City employees were negligent in some manner that caused injuries and/or property damage. The City enjoys governmental immunity from ordinary negligence, unless the case falls within one of four exceptions to governmental immunity: a) defective highway exception, which includes sidewalks and road way claims; b) public building exception, which imposes liability only when injuries are caused by a defect in a public



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

building; c) motor vehicle exception, which imposes liability when an employee is negligent when operating their vehicle; d) proprietary exception, where liability is imposed when an activity is conducted primarily to create a profit, and the activity somehow causes injury or damage to another; e) trespass nuisance exception, which imposes liability for the flooding cases.

1. **Tschirhart v. Troy** - Plaintiff filed this wrongful death lawsuit against the City, claiming that the City and individual City employees and contractors were responsible for the drowning death of Plaintiff's son, Shaun Tschirhart, at the Community Center pool on April 15, 2015. Shaun was swimming in the pool that day as part of a Friendship Club activity, and unfortunately suffered a seizure while swimming. Plaintiff's complaint alleges gross negligence, and an alleged failure to properly screen, train, and supervise City employees. The case is assigned to Oakland County Circuit Court Judge Daniel O'Brien. As its first responsive pleading, the City filed a motion for dismissal, arguing that Plaintiff had failed to assert a viable claim against the City. This motion is pending before the Court. The Court denied the City's motion, and the City immediately filed a claim of appeal with the Michigan Court of Appeals, challenging the denial of governmental immunity. A timely brief on appeal will be filed once the Court issues a briefing schedule. The City's brief on appeal is due February 7, 2019. A timely brief on appeal was filed by the City of Troy Defendants. Plaintiff's brief on appeal is expected to be filed by April 12, 2019. The briefs have been submitted, and the parties are waiting for the Court to schedule oral argument. Oral argument was held on December 6, 2019 in the Court of Appeals. On December 17, 2019, the Court issued an Opinion and Order reversing the trial court's decision, agreeing with the City that summary disposition should have been granted to the City of Troy and the individually named Troy defendants. The Court, however, remanded the case to the trial court, allowing Plaintiff an opportunity to seek leave to amend her Complaint. Plaintiff filed an application for leave to appeal with the Michigan Supreme Court. The parties anticipate that oral argument will be scheduled for March or April 2021. The Michigan Supreme Court did not schedule this matter for its March, April, or May docket, so the parties are hoping that oral argument on the application will happen in June 2021. The parties are still waiting for the Michigan Supreme Court to schedule oral argument in this matter. The Michigan Supreme Court scheduled oral arguments for November 9. The Supreme Court issued its opinion, remanding this case back to the Oakland County Circuit Court for a decision consistent with part of the Court of Appeals' decision. Plaintiff filed a motion in Oakland County Circuit Court to lift the stay entered in this matter which was granted by the Court on March 23, 2022. Subsequently, Plaintiff filed a motion seeking leave to file an amended Complaint in this matter. The City filed a motion opposing this request. The Court will hear oral argument on this motion on April 20, 2022. On April 20, 2022, the Court denied plaintiff's motion seeking leave to amend the Complaint, dismissing the case. Plaintiff filed an appeal of this decision. Plaintiff filed a motion to extend the time for filing the brief on appeal with the Court of Appeals, and then timely filed her appellate brief on September 23, 2022. The City will file a timely Brief on Appeal. The City timely filed its Brief on Appeal, and the parties are waiting for the Court of Appeals to schedule oral argument. The Court of Appeals scheduled oral argument for May 2, 2023. The Court of Appeals reversed the lower court's decision and



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

remanded the case to the Oakland County Circuit Court to permit Plaintiff to file an Amended Complaint. On July 27, 2023, Plaintiff filed a Motion to Lift the Stay in the case. Plaintiff then filed another amended complaint on September 28, 2023. The Court re-opened the case, but there has been a delay in entering the Court order memorializing this action. There is a hearing scheduled for April 3, 2024 on Plaintiff's motion to lift the stay and file an amended complaint against the individual defendants only. The trial court lifted the stay in this matter and the parties have filed their Answers to the Complaint and are proceeding with discovery. The discovery phase continues in this case. The parties are continuing with the discovery process. The parties have continued with discovery, including but not limited to taking depositions. Four separate motions for summary disposition were timely filed on behalf of the four individual Troy Defendants. Plaintiff filed responses to two of those motions and subsequently agreed to dismiss one of the lifeguards and the pool manager from this case. Oral argument is scheduled for July 2, 2025, and trial is set for July 9, 2025. Depending on the decision made by the Court, if necessary, a claim of appeal will be filed immediately on behalf of the individual Troy Defendants. The claim of appeal will be based on governmental immunity which provides for an automatic stay of proceedings. On June 30, 2025, Plaintiff filed an application for leave to appeal with the Michigan court of appeals, challenging the Court's decision denying her request to amend the complaint as to the co-defendant O'Connor. In addition to Plaintiff's application in the Michigan Court of Appeals, the City filed an appeal challenging the Court's denial of our motion to dismiss one of the individual defendants on July 3, 2025. The City's appellate brief in this case is now due on October 23, 2025. **This case remains pending on appeal in the Court of Appeals. Plaintiff's attorneys requested an extension to file their briefs, which was granted.**

2. **Zari v. City of Troy**- Plaintiff filed a lawsuit against the City of Troy under MCL 691.1402 (the sidewalk exception to governmental immunity) after he tripped on the curb at/near the north entrance of the Troy Community Center. Plaintiff alleges that as a result of the fall, he sustained injuries to his left hand and his damages exceed \$25,000. The case was filed in the Oakland County Circuit Court, and assigned to Judge Kwame Rowe. The City filed a motion seeking an immediate dismissal of the Complaint on June 20, 2025. Plaintiff filed an amended complaint, and the City filed a motion asking for a dismissal of the amended complaint on June 23, 2025. On August 13, 2025, the Court granted the City's motion to dismiss the amended complaint. Subsequently, Plaintiff filed a motion requesting to amend his complaint for a third time, and the City filed a written objection. On September 2, 2025, instead of holding oral argument, the Court issued an opinion and order relying on the briefs. The Court denied Plaintiff's request to amend his complaint. Plaintiff then filed an appeal with the Michigan Court of Appeals. **The parties timely filed their briefs with the Michigan Court of Appeals, and are now waiting for the Court to schedule an oral argument date.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

3. **Naqiya Salman v. City of Troy** – Plaintiff filed a lawsuit against the City of Troy under MCL 691.1402 (the sidewalk exception to governmental immunity) after she tripped on the sidewalk adjacent to 2029 Hempstead, in the City of Troy. According to the Complaint, her fall caused her to fracture her right shoulder, requiring surgery. Plaintiff alleges that her damages exceed \$25,000. The lawsuit was filed in the Oakland County Circuit Court and assigned to Judge Nanci Grant. On September 30, 2025, the City filed a motion seeking an immediate dismissal of the Complaint. **Just prior to the date scheduled for oral argument, the Court issued an order waiving oral argument. The parties are now waiting for the Court to issue her written opinion on the City’s motion for dismissal.**
4. **Malott v. City of Troy-** Plaintiffs filed a lawsuit against the City of Troy under MCL 691.1402 (the sidewalk exception to governmental immunity) after Plaintiff Helen Malott’s bike tire got caught in a gap in the sidewalk at/near 2060 W. Square Lake Road, and she fell from her bike. According to the Complaint, Ms. Malott alleges that she fractured her clavicle, and she had cuts, scars and nerve injury. Count two of the Complaint alleges that Mrs. Malott’s husband, John Malott, suffered loss of consortium. According to the Complaint, Plaintiffs’ alleged damages exceed \$25,000. The lawsuit was filed in Oakland County Circuit Court and assigned to Judge Kwame’ L. Rowe. The City timely filed its answer, and the parties are now engaged in discovery.
5. **Andrew Magadanz v. City of Troy-** Plaintiff filed a lawsuit against the City of Troy under MCL 691.1402 (the sidewalk exception to governmental immunity) after he fell off a scooter on the sidewalk at 4082 John R. Road (Infinity Office Plaza). According to the Complaint, his fall caused him to fracture his right forearm and femur, requiring surgery. Plaintiff alleges that his damages exceed \$25,000. The lawsuit was filed in the Oakland County Circuit Court and assigned to Judge Cheryl A. Matthews.

### F. MISCELLANEOUS CASES

1. **Michigan Association of Home Builders; Associated Builders and Contractors of Michigan; and Michigan Plumbing and Mechanical Contractors Association v. City of Troy** - The Plaintiffs filed a complaint for Declaratory and Injunctive Relief in the Oakland County Circuit. On the date of filing the Plaintiffs also filed a Motion for Preliminary Injunction and Order to Show Cause. The Plaintiffs allege that the City of Troy has violated Section 22 of Michigan’s Stille-DeRossett Hale Single State Construction Code Act by collecting fees for building department services that are not reasonably related to the cost of providing building department services. They are alleging that the City of Troy has illegally entered into a contract with Safe Built of Michigan, Inc. for building services that provides that 20% of each building permit fee be returned to the City to cover services that are not “reasonably related to the cost of building department services,” as required by state statute. The Plaintiffs also assert a violation of the Headlee Amendment, arguing that the 20% returned to the City is a disguised tax that was not approved by voters. The Plaintiffs are asking for a declaratory judgment, as well as a return of any



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

“surplus” building department service funds collected to date. Plaintiffs also request an order requiring the City to reduce its building department fees. The City of Troy was served with the Complaint and the Motion for Preliminary Injunction and Order for Show Cause on Wednesday, December 15, 2010. The parties were required to appear at Court on Wednesday, December 22, 2010, but the Court did not take any action at that time. Instead, the Court adjourned the matter to January 19, 2011. In the interim, the parties may engage in preliminary discovery in an attempt to resolve this matter. The parties are conducting discovery. The parties have completed discovery. Trial in this matter is scheduled for January 30, 2012. After being presented with motions for summary disposition, the Court ordered the parties to engage in mediation with a neutral municipal audit professional. Financial documents concerning this case are now being reviewed by an independent CPA. It is expected that the April 19, 2012 trial date will be postponed until after this review is complete. Mediation was unsuccessful in resolving this case, and therefore the Court is expected to issue an order on the pending Summary Disposition Motions. The trial date has been adjourned. On November 13, 2012, Oakland County Circuit Court Judge Shalina Kumar issued her order in favor of the City, and dismissed this case. Plaintiffs filed an appeal, which is now pending in the Michigan Court of Appeals. Appellant’s brief is expected to be filed soon. The parties timely filed their appellate briefs, and are now waiting for the Court of Appeals to schedule a date for oral argument. The Court of Appeals has not yet scheduled oral argument for this case. The parties are still waiting for a date for oral argument. Oral argument was held on March 4, 2014. On March 13, 2014, the Court of Appeals issued its opinion ruling in the City’s favor and affirming the Circuit Court’s decision dismissing the case. On April 23, 2014, Plaintiff Home Builders filed an Application for Leave to Appeal with the Michigan Supreme Court. Troy’s response was filed on May 19, 2014. The Michigan Supreme Court considered the application for leave to appeal and ordered that the matter be scheduled for oral argument. The Court also permitted the parties to submit supplemental briefs, which are due October 29, 2014. The City timely filed its supplemental brief with the Michigan Supreme Court. The parties are now waiting for the Court to set a date for oral argument on the application. The Michigan Supreme Court entertained oral arguments on the application for leave to appeal on March 11, 2015. On June 4, 2015, the Michigan Supreme Court reversed the decisions of the Court of Appeals and the Circuit Court and ruled there was no requirement for Plaintiffs to exhaust their administrative remedies. The case was remanded to Circuit Court for further proceedings. A status conference was held on June 18, 2015 with Judge Kumar. During the status conference, Judge Kumar scheduled a hearing for September 2, 2015, allowing the parties to address the issues that were previously raised in the motion for summary disposition but were not decided since the case was initially dismissed for failure to exhaust administrative remedies. At the hearing on September 2, 2015, Judge Kumar allowed Plaintiffs to request additional discovery within 30 days. Thereafter, both parties are allowed to file supplemental briefs. Supplemental briefs have been filed and we are awaiting a decision. On February 5, 2015, Judge Kumar issued her opinion and order ruling in favor of the City and dismissing the case. Plaintiffs filed a Claim of Appeal with the Michigan Court of Appeals on February 23, 2016. The Plaintiffs and the City have both filed appellate briefs. Based on our request, the Michigan Municipal League Legal Defense Fund, Public Corporations Section



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

of the State Bar of Michigan, Michigan Townships Association and also Safe Built have filed a motion asking for permission to file amicus briefs supporting the City's position. The Michigan Association of Realtors has sought permission to file an amicus brief supporting Plaintiffs' position. The Plaintiffs filed a reply brief. We are waiting for the Court of Appeals to rule on the motions for amicus briefs and to schedule a date for oral argument. Oral argument has not yet been scheduled. The parties presented oral arguments on September 7, 2017. On September 28, 2017, the Court of Appeals entered a two to one decision affirming the Circuit Court's grant of summary disposition in favor of the City. The Plaintiffs have filed an application for leave to appeal to the Michigan Supreme Court. The City timely filed an answer to the application. Additionally, the Michigan Municipal League's Legal Defense Fund, the Government Law Section of the State Bar of Michigan, and the Michigan Townships Association filed a motion to file an amicus curiae brief with the Supreme Court, supporting the City's position and asking for a denial of the application for leave to appeal. The Court granted the request for MML's amicus brief on January 5, 2018, and the brief was accepted for filing. The Michigan Realtor's Association filed a motion to file an amicus brief on behalf of Plaintiff Home Builders on February 23, 2018. On June 20, 2018, the Michigan Supreme Court entered an order granting the Michigan Realtor's Association's motion to file a brief amicus curiae. The Court also ordered that oral arguments be scheduled on Plaintiff's application for leave to appeal, and established a schedule for submitting supplemental written briefs. The Court accepted an amicus brief from the Michigan Health and Hospital Association and the Michigan Society of Association Executives, which was drafted by the attorney representing the Home Builders. The parties are now waiting for the Supreme Court to schedule oral argument. On December 19, 2018, the Michigan Manufacturers Association filed a motion to file a brief amicus curiae, and attached its proposed brief to the motion. On December 21, 2018, the Supreme Court granted the motion and accepted the brief that was submitted on December 19, 2018 for filing. The Michigan Supreme Court presided over the oral argument on March 7, 2019. After oral argument, the Court granted a motion to file a late amicus curiae brief. The City filed a response seeking to address the arguments raised in that brief and attached a proposed response. On April 5, 2019, the Court granted the City's motion to file a response to the amicus curiae brief and accepted the City's response for filing. The parties are now waiting for the Supreme Court to issue its opinion. On July 11, 2019, the Michigan Supreme Court entered its decision holding that the use of the revenue generated by the City's building inspection fees to pay the Building Department's budgetary shortfalls in previous year's violates the State Construction Code Act. The Court reversed the decisions of the Court of Appeals and the Circuit Court and remanded the case back to the Circuit Court for further proceedings. On remand the City can still present evidence to justify the retention of a portion of the fees. The Court permitted additional discovery, as requested by Plaintiff, and the City has responded to the numerous discovery requests. The Plaintiffs sought additional discovery, which the City objected to. The Plaintiffs then filed a motion to compel additional discovery and the City filed a response to the motion. The parties resolved the motion without a hearing with a stipulated order in which the City agreed to provide some additional information, which has now been provided. The Plaintiffs have now indicated they would like to take some depositions. Because of the Emergency Declaration, and the difficulty in conducting



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

depositions, Plaintiff filed a motion to extend the discovery deadline, and the City has not objected to this Motion. The Court has scheduled a new trial date. Plaintiffs filed a motion for summary disposition. The Court issued a scheduling order, requiring the City to respond on or before November 18, 2020, and scheduling the hearing for December 2. Oral argument was held on the summary disposition motion on December 2<sup>nd</sup>. We are awaiting a decision from the Court. The Court granted Plaintiffs' motion to file supplemental information. Plaintiffs then filed a supplementary brief, and the City filed its response. We are awaiting a decision by the Court on the summary disposition motion. On May 26, 2021, the Court entered its opinion and order denying both requests for summary disposition. The Court ruled that the Michigan Association of Home Builders had standing to pursue a claim under the Headlee Amendment but it dismissed the Headlee Amendment claims of Associated Builders and Contractors of Michigan and Michigan Plumbing and Mechanical Contractors Association on the basis those Plaintiffs did not establish standing. The case will now proceed to trial unless otherwise resolved through facilitation. The Court has scheduled a status conference for June 30<sup>th</sup>. The Court ordered facilitation, which was unsuccessfully accomplished on September 15, 2021. The Court also allowed the Plaintiff to take a late deposition of the City's Chief Financial Officer Rob Maleszyk, who was not employed during by the City prior to the discovery cut-off date. The case will now proceed to trial, and the Court has scheduled a status conference for October 19, 2021. The Court adjourned the status conference to November 2, 2021 and subsequently adjourned it to January 14, 2022. The case was re-assigned to visiting Judge Sosnick since Judge Kumar was appointed to serve as a Judge in Federal Court. The status conference was then adjourned to March 1, 2022. However, the case was then re-assigned to the newly appointed Judge Cohen and the status conference was rescheduled for April 5, 2022. On April 5, 2022, Judge Cohen held a status conference, and he scheduled trial for August 2, 2022. The trial commenced on August 2, 2022 and the testimony was concluded on August 3, 2022. Rather than hear closing arguments, the Court directed the parties to submit closing argument briefs within two weeks after a transcript of the testimony is prepared. The Court reporter has notified the parties the transcript will not be available until late October, 2022. The transcript of the trial was filed with the Court, and the parties were then required to simultaneously file written closing arguments, which were timely filed. Afterwards, the City filed a motion asking for permission to file a supplemental response to Plaintiff's closing argument and the Plaintiff opposed that motion. On November 30<sup>th</sup>, Judge Cohen granted the City's motion, and allowed Plaintiff to file a supplemental response too, and these were timely filed. We are now awaiting a decision from the Court. On February 2, 2023, Judge Cohen issued his opinion and order after bench trial. He found in favor of the Plaintiff on its Construction Code claim and enjoined the City from considering the work of non-building department employees in the calculation of building department expenses when determining what to charge for building permits. However, the Court ruled in favor of the City on Plaintiff's Headlee Amendment claim and ruled the Plaintiff did not establish standing and dismissed that claim. Plaintiff then filed a motion to amend the judgment or for a new trial, and the City responded. The trial Court denied Plaintiff's motion. On March 2, 2023, Plaintiff filed a claim of Appeal in the Michigan Court of Appeals appealing Judge Cohen's decision to dismiss Plaintiff's Headlee Amendment Claim and his denial of the motion to amend judgment. On March 9,



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

2023, the City filed a Claim of Cross Appeal appealing the previous decision of Judge Kumar denying the City's request for summary disposition and Judge Cohen's decision finding in favor of Plaintiff on the Construction Code claim. On July 3, 2023, the City filed its Brief on Cross Appeal. On July 28, 2023, the Plaintiff filed its Appellate Brief. On August 2, 2023, the Plaintiff filed its Brief in Response to the City's Cross Appeal. On August 23, 2023, the City filed its Reply to Plaintiff's Response to the City's Cross Appeal. The City filed its Appellee Brief on September 1, 2023 and Plaintiff filed its Reply on September 15, 2023. The parties are now waiting for the Court of Appeals to schedule oral argument. The parties are still waiting for the Court to schedule oral argument. The Michigan Court of Appeals has scheduled oral argument for July 11, 2024. After oral argument, the parties are waiting for the Court of Appeals to issue its opinion. On October 16, 2024, the Michigan Court of Appeals issued an opinion affirming the Circuit Court decision in favor of Plaintiff on the Construction Code Claim, reversing the decision on the Headlee Amendment claim, and remanding the case back to the Circuit Court for judgment in favor of Plaintiff. On November 27, 2024, the City filed an Application for Leave to Appeal to the Michigan Supreme Court and the Plaintiff timely responded. On January 2, 2025, the Michigan Supreme Court granted the joint motion of the Michigan Municipal League and the Government Law Section of the State Bar of Michigan to file an amicus curiae brief, which was submitted and supported the City's position. The City also timely filed a Reply to Plaintiff's Response to the Application for Leave to Appeal. The parties are awaiting the decision of the Michigan Supreme Court. **On October 29, 2025, the Michigan Supreme Court entered its order denying the City's application for leave to appeal. The parties attended a status conference with Judge Cohen – the trial judge – on December 17, 2025, and agreed to submit a proposed order finalizing the case. It is anticipated that once a final judgment is entered, Plaintiffs will file a motion seeking attorney fees.**

**2. Edward Ross v. Troy**-Our office is handling an administrative case against the City, which has been filed with the State of Michigan Office of Administrative Hearings. This complaint, filed by Edward Ross, alleges unlawful political retaliation resulted in his termination as a volunteer firefighter. The City's answer to this complaint is due on or before August 23, 2024. The City timely filed a position statement and motion to dismiss, and Petitioner filed a response. The Administrative Law Judge granted the city leave to file a reply to Petitioner's response, which was timely submitted on September 25, 2025. The Administrative Law Judge initially scheduled a hearing for September 27, 2024, but this was subsequently adjourned to October 31, 2024. The Administrative Law Judge has taken the motion under advisement. In the meantime, the trial is tentatively set for March 25, 2025. The Administrative Law Judge denied the pending motion. On March 25, 2025, the Administrative Law Judge presided over a day-long hearing, where witnesses presented testimony. The Judge requested that the parties submit written closing arguments within 60 days. On May 27, 2025, the parties submitted closing statements. On June 23, 2025, the parties submitted replies to the closing statements. The Administrative Law Judge is expected to issue his opinion after the consideration of these closing statements and the hearing testimony. On September 12, 2025, the Administrative Law Judge issued his unfavorable opinion, finding that Mr. Ross met the definition of an



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

employee under this state statute, and was therefore entitled to its protections. On October 2, 2025, the City filed an appeal of the decision of the Administrative Law Judge with the Oakland County Circuit Court. The Administrative Law Judge also issued an order regarding attorney fees, after briefing by the parties. The City timely filed its appellate brief on December 19, 2025.

3. **Sidhu v Troy Police Department** – This claim and delivery case was assigned to Judge Hartig. Plaintiff, who was charged with domestic assault and battery, turned over his firearm to the Troy Police Department as a condition of bond. The City filed an answer to the complaint and Plaintiff’s motion seeking immediate possession. On October 7, 2025, after receiving verification the domestic assault charge was dismissed, the City stipulated to an order allowing the return of the firearm, which was signed by the Judge. This case is now concluded.
4. **Stephens v Troy Police Department** - This claim and delivery case was assigned to Judge Hartig. Plaintiff is the Personal Representative of his son’s estate and is seeking the return of two hand guns (a rifle and a shotgun) that belonged to his son. During the investigation into Plaintiff’s son’s death, the Troy Police Department removed the guns from the premises. The City filed an answer to the complaint and Plaintiff’s motion seeking immediate possession. On November 25, 2025, the Judge signed a stipulated order allowing the firearms to be returned to the Plaintiff. This case is now concluded.
5. **O’Neal v Troy Police Department**– This claim and delivery case was assigned to Judge Hartig. Plaintiff sought the return of two firearms – one that was confiscated when he was arrested for carrying a concealed weapon while under the influence of alcohol and the other that was turned over to the Troy Police Department as a condition of bond. The City filed an answer to the complaint and Plaintiff’s motion seeking immediate possession. On December 16, 2025, the Court entered an order allowing one firearm to be returned to Plaintiff and allowing the City to dispose of the other one. This case is now concluded.
6. **Abdallah v Troy Police Department** – This claim and delivery case was assigned to Judge Hartig. Plaintiff sought the return of firearms that were turned over to the Troy Police Department as a condition of bond when he was charged with domestic assault and battery. The City filed an answer to the complaint and Plaintiff’s motion seeking immediate possession. The motion for possession is scheduled for January 13, 2026.
7. **Dickmann v Troy Police Department** – This claim and delivery case was assigned to Judge Hartig. Plaintiff sought the return of firearms that were turned over to the Troy Police Department as a condition of bond when he was charged with domestic assault and battery. The City filed an answer to the complaint and Plaintiff’s motion seeking immediate possession. The motion for possession is scheduled for January 20, 2026.

### **G. CRIMINAL APPEALS/ DISTRICT COURT APPEALS**

There are no current appeals from decisions of the 52-4 District Court in misdemeanor ordinance prosecution cases.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **H. ADMINISTRATIVE PROCEEDINGS**

The City Attorney's Office is working with the City Assessor in the following Tax Tribunal cases, where Property owners challenge the City Assessor's property valuation determinations or other determinations.

#### **2023 CASES**

##### **Quality Behavioral Health, Case No. 23-002182**

The Tribunal dismissed the Petitioner's first two petitions for defects, but accepted the third petition, even though it also was defective. The City timely filed its answer and affirmative defenses on November 13, 2023. The Tribunal scheduled a status conference for January 11, 2024. Subsequent to the status conference, the Tribunal entered a scheduling order for motions to be filed. On April 17, 2024, Petitioner filed a motion for summary judgment. The City timely responded on May 8, 2024. The parties are now waiting for a decision from the Tribunal on the pending motion. On August 16, 2024, the Court entered an order denying Petitioner's motion for summary disposition. The Administrative Law Judge presided over the trial on February 11, 2025. The parties are awaiting the Court's decision after the presentation of evidence and argument. **On December 5, 2025, the Tax Tribunal Judge denied Petitioner's request for a property tax exemption, ruling in favor of the City. Petitioner may file an appeal of this decision to the Michigan Court of Appeals.**

#### **2024 Cases**

##### **Macomb Residential Opportunities, Case No. 24-001160**

This petition was timely filed prior to the May 31, 2024 deadline. The City timely filed its answer and affirmative defenses on May 16, 2024. The parties will commence the discovery process. Discovery requests were sent to Petitioner on July 11, 2024, and responses were timely received. The City filed a motion for summary disposition on December 26, 2024. Petitioner filed a response to the City's motion and its own cross motion for summary disposition on January 16, 2025. On April 7, 2025, the Tribunal Judge issued an order denying both the Petitioner's and the City's cross motions for summary disposition, finding that there are remaining issues of fact for trial. The Tribunal held a status conference on June 4, 2025, and subsequently issued a scheduling order. A Prehearing conference was held on August 11, 2025. The case is scheduled for a trial to begin November 4, 2025. **The trial began on November 4<sup>th</sup> before Judge Kari Miles at the Tax Tribunal in Lansing and it was concluded that day. The Judge indicated she will issue a written decision.**

##### **MK Oakland Mall, Case No. 24-001352**

This case was filed prior to the May 31, 2024 deadline, and subsequently served on the City. The City timely filed its answer and affirmative defenses on June 24, 2024. The parties will commence the discovery process. The Tribunal set an April 4, 2025 deadline for Pre-Hearing Statements and Valuation Disclosures. The parties are in the discovery phase. On March 17, the Tribunal granted the



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

parties' joint motions to extend time. The Tribunal then set a June 20, 2025 deadline for Pre- Hearing Statements and Valuation Disclosures to be filed. This matter is now placed on the October 16, 2025 trial docket. On April 14, 2025, the Tribunal issued an order, allowing for consolidation of the 2024 and 2025 tax years. The City timely filed its Valuation Disclosure and Prehearing Statement on June 20, 2025, covering both the 2024 and 2025 tax years. A pre-hearing conference is scheduled for October 28, 2025. **At the prehearing conference, the Tribunal Judge scheduled the hearing for this appeal to start May 18, 2026, and ordered payment of delinquent taxes at least 60 days before the hearing. Petitioner filed a motion for reconsideration, which is pending.**

### **14 Mile/ John R Road Holdings LLC, Case No. 24-001354**

This case was filed prior to the May 31, 2024 deadline, and subsequently served on the City. The City timely filed its answer and affirmative defenses on June 24, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are due April 4, 2025. The parties submitted a Joint Motion to Extend Valuation Disclosures, which was granted by the Tribunal on March 6, 2025. The Tribunal then set an August 19, 2025 deadline for Pre-Hearing Statements and Valuation Disclosures. The parties continue to discuss possible settlement. The pre-hearing statements and valuation disclosures are due on November 17, 2025. **The parties were able to negotiate a settlement, and the Judge entered a Consent Judgment on November 17, 2025. This case is now concluded.**

### **Troy Lodging, LLC, Case No. 24-002033**

The City timely filed its answer and affirmative defenses on August 27th, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are due May 20, 2025. The attorney representing petitioner filed a Motion to Withdraw, which was granted by the Tribunal. Petitioner has a new attorney, and requested an extension of time on April 10, 2025. The Tribunal granted the requested extension on April 25, 2025. The prehearing statements and valuation disclosure statements are now due on September 19, 2025. Petitioner also filed a Motion to add the 2025 tax year to the pending case, which was granted by the Tax Tribunal Judge on June 30, 2025. The parties timely submitted prehearing statements and valuation disclosures on September 19, 2025. **A second attorney has filed an appearance on behalf of Petitioner, in advance of the pre-hearing conference, scheduled for January 21, 2026.**

### **Troy Sports Center, LLC, Case No. 24-002723**

The City timely filed its answer and affirmative defenses on August 27th, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are due August 4, 2025. On May 30, 2025, Petitioner filed a motion to amend the subsequent year, which was granted by the Tribunal. A Motion to Extend was received on June 30, 2025 and granted on July 1, 2025. The pre-hearing statements and valuation disclosures are due on November 17, 2025. **The parties were able to negotiate a settlement, and the Tribunal Judge entered a Consent Judgment on December 4, 2025. This case is now concluded.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Flagstar Bank Case No. 24-001989**

The city timely filed its answer and affirmative defenses on September 18, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are due June 4, 2025. It is expected that the parties will discuss possible settlement or in the alternative prepare for trial. On May 20, 2025, Petitioner filed a motion to consolidate a 2025 tax year appeal to the pending case, and the City filed its response on May 22, 2025. Petitioner filed a Motion to Consolidate an appeal for 2025 with the pending case, which the Tribunal granted on June 2, 2025. The pre-hearing statements and valuation disclosures are due on November 17, 2025. **Based on a request from Petitioner, the parties stipulated to a motion to hold the case in abeyance, based on proposed sales negotiations, and the Tribunal granted the request, holding the case in abeyance, on November 6, 2025.**

### **Cole Tov Investments No. 24-002107**

The city timely filed its answer and affirmative defenses on October 8, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are due August 4, 2025. It is expected that the parties will discuss possible settlement or in the alternative prepare for trial. On May 30, 2025, Petitioner filed a motion to amend the subsequent year, which the Tribunal granted on June 17, 2025. The parties requested an extension of time, which the Judge granted on August 4, 2025. The pre-hearing statements and valuation disclosures are now due on December 18, 2025. **The parties were able to negotiate a settlement, and the Tribunal entered a Consent Judgment on December 4, 2025. This case is now concluded.**

### **Windemere Park of Troy Land Holdings No. 24-001954**

The City timely filed its answer and affirmative defenses on October 8, 2024. The parties will commence the discovery process. The prehearing statements and valuation disclosures are November 4, 2024. It is expected that the parties will discuss possible settlement or in the alternative prepare for trial. On May 30, 2025, Petitioner filed a motion to amend the subsequent year, which was granted on June 18, 2025. The pre-hearing statements and valuation disclosures are now due on October 21, 2025. **The parties were able to negotiate a stipulated settlement, and the Tribunal Judge approved a consent judgment on October 7, 2025. This case is now concluded.**

### **2025 Cases**

### **Troy 16 Properties No. 25-000677**

The City was served with this tax appeal on May 1, 2025, and timely filed its answer and affirmative defenses on May 21, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026. **The parties are engaging in discovery.**



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Kumar No. 25-000594**

The City was served with this residential tax appeal on May 7, 2025, and timely filed its answer and affirmative defenses on May 21, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **Singh/Devi No. 25-000596**

The City was served with this residential tax appeal on May 8, 2025, and timely filed its answer and affirmative defenses on May 21, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **14 Mile and John R. Holdings No. 25-001033**

This commercial tax appeal was served on the City on May 19, 2025, and the City timely filed its answer and affirmative defenses on May 21, 2025. The pre-hearing statements and valuation disclosures are due November 17, 2025. **The parties were able to negotiate a settlement, and the Court entered a Consent Judgment on November 13, 2025. This case is now concluded.**

### **500 West Holdings LLC No. 25-001030**

The City received this commercial tax appeal on May 19, 2025, and timely filed its answer and affirmative defenses on May 21, 2025. The valuation disclosures and pre-hearing statements are due January 2, 2026. **The parties jointly asked for an extension of time, which was granted by the Tax Tribunal Judge on December 4, 2025. The valuation disclosures and pre-hearing statements are now due April 20, 2025.**

### **Big Beaver Property Investment, LLC No. 25-000580**

The City received this commercial tax appeal on May 22, 2025, and timely filed its answer and affirmative defenses on May 29, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **CTL PropCo I, LLC No. 25-000799**

The City received this commercial tax appeal on May 22, 2025, and timely filed its answer and affirmative defenses on May 29, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026. **The parties continue to engage in settlement negotiations.**

### **Sheffield Owner LLC No. 25-001164**

The City received this commercial tax appeal on May 23, 2025, and timely filed its answer and affirmative defenses on May 29, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 4, 2026.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **E. And F. Agency, INC., No. 25-001302**

The City received this commercial tax appeal on May 30, 2025, and timely filed its answer and affirmative defenses on June 18, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026. **The parties were able to negotiate a settlement. The Administrative Law Judge entered the Consent Judgment on October 30, 2025. This case is now concluded.**

### **DWH, LLC No. 25-001504**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **DWH, LLC No. 25-001514**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. Petitioner filed an Amended Petition, and the City timely filed its response on September 22, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **BMARK 2020-B20 1960 RING ROAD, LLC No. 25-001438**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The valuation disclosures and pre-hearing statements are due February 17, 2026.

### **BMARK 2020-B20 1960 RING ROAD, LLC No. 25-000821**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026.

### **BMARK 2020-B20 1960 RING ROAD, LLC No. 25-000822**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 4, 2026.

### **BMARK 2020-B20 1960 RING ROAD, LLC No. 25-000823**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **BMARK 2020-B20 1960 RING ROAD, LLC No. 25-001437**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and Prehearing Statement are due on April 20, 2026.

### **Troy 750 Stephenson Investors LLC, No. 25-002180**

The City received this commercial tax appeal on June 9, 2025, and timely filed its answer and affirmative defenses on June 17, 2025.

### **EHMCD LLC & ESMCD LLC, No. 25-000978**

The City received this commercial tax appeal on June 9, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 4, 2026.

### **BBS Maple Research Investors LLC & BF Maple Inlay LLC, No. 25-002186**

The City received this commercial tax appeal on June 9, 2025, and timely filed its answer and affirmative defenses on June 17, 2025.

### **Troy KS Development LLC, No. 25-002195**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025.

### **PentaCentre LLC, No. 25-001435**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 4, 2026.

### **2075 ASSOCIATES LIMITED PARTNERSHIP No. 25-001518**

The City received this commercial tax appeal on June 2, 2025, and timely filed its answer and affirmative defenses on June 17, 2025. The Tribunal issued a scheduling order, requiring the City's Valuation Disclosure and Pre-Hearing Statement to be filed on or before February 2, 2026.

### **Zen Troy, LLC No. 25-001938**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Toyoda Gosei North American Corporation No. 25-001101**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 4, 2026.

### **North Troy Timberland Office II No. 25-001192**

The City received this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026.

### **North Troy Timberland Office III No. 25-001193**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026.

### **North Troy Timberland Office IV No. 25-001194**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026.

### **Trigild IVL, LLC No. 25-001345**

The City received this commercial tax appeal, and timely filed its answer and affirmative defenses on July 2, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on March 19, 2026. **The Court granted Petitioner's Motion to Substitute the subsequent owner as Petitioner, and substituting new legal counsel.**

### **HNK Investments LLC, No. 25-001061**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 9, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on April 6, 2026.

### **Wattles Square Center LLC, No. 25-001075**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 9, 2025. The City's Valuation Disclosure and Prehearing Statement are due on April 20, 2026.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Troy Dual Hospitality LLC, No. 25-001025**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 9, 2025. The City's Valuation Disclosure and the Prehearing Statement are due on April 6, 2026.

### **Kilmer Plaza LLC, No. 25-001184**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 9, 2025. The City's Valuation Disclosure and Prehearing Statement are due on April 20, 2026.

### **Troy Elite Hospitality LLC, No. 25-001434 (New King)**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on August 11, 2025. **The Valuation Disclosure and the Pre-Hearing Statements are due on or before May 20, 2026.**

### **Troy Elite Hospitality LLC, No. 25-001436 (Crooks)**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on August 11, 2025. **The Valuation Disclosure and the Pre-Hearing Statements are due on or before June 4, 2026.**

### **Universal Property T.M.P., LLC No. 25-001592**

The City was served with this commercial tax appeal, and timely filed its answer and affirmative defenses on July 31, 2025. **The Valuation Disclosure and the Pre-Hearing Statements are due on or before June 4, 2026.**

### **Acqualina 1801 LLC, No. 25-001890**

The City was served with this tax appeal on August 29, 2025, and timely filed its answer and affirmative defenses on September 3, 2025.

### **1400 Allen LLC, No. 25-001860**

The City was served with this tax appeal on August 29, 2025, and timely filed its answer and affirmative defenses on September 3, 2025.

### **Brinston LLC, No. 25-003030**

The City was served with this tax appeal on September 2, 2025, and timely filed its answer and affirmative defenses on September 22, 2025.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## **CITY COUNCIL AGENDA ITEM**

### **Canterbury Square LLC, No. 25-001803**

The City was served with this tax appeal on September 5, 2025, and timely filed its answer and affirmative defenses on September 22, 2025.

### **Kelly Retail**

The City was served with this tax appeal on September 24, 2025, and timely filed its answer and affirmative defenses on September 25, 2025.

### **London Centre**

The City was served with this tax appeal on September 29, 2025. **The City timely filed its answer and affirmative defenses on October 3, 2025.**

### **Kela Investment**

The City was served with this tax appeal on September 29, 2025. **The City timely filed its answer and affirmative defenses on October 3, 2025.**

### **Project Troy**

The City was served with this tax appeal on September 29, 2025. **The City timely filed its answer and affirmative defenses on October 3, 2025.**

### **Easton Investments**

The City was served with this tax appeal on September 29, 2025. **The City timely filed its answer and affirmative defenses on October 3, 2025.**

If you have any questions concerning these cases, please let us know.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM COVER SHEET

**O.3.a.**

**Agenda Item:**

O.3.a. Letter of Appreciation to Recreation Staff

**ATTACHMENT(S):**

Letter of Appreciation to Recreation Staff - January 12

-----Original Message-----

From: Elizabeth Telfer

Sent: Monday, January 5, 2026 8:21 AM

To: Brian Goul

Subject: A thank you

Good morning Brian

First, Happy New Year.

I want to thank you and your administrative staff. Any time I stop to ask for their assistance, they are courteous, patient, and very helpful. They smile a lot which is so nice in our fast paced world.

A thank you as well to Cory. He has been so kind to our Chair Yoga class.

Elizabeth Telfer



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM COVER SHEET

**O.5.**

## **Agenda Item:**

O.5. Notice of Hearing for the Gas Customers of Consumers Energy Company - Case No. U-21981

## **ATTACHMENT(S):**

20260112 O-05 Notice of Hearing for the Gas Customers of Consumers Energy Company - Case No U-21981



PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID  
CONSUMERS ENERGY CO

ONE ENERGY PLAZA  
JACKSON MI 49202

33  
TR 1

**STATE OF MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**  
**NOTICE OF HEARING**  
**FOR THE GAS CUSTOMERS OF CONSUMERS ENERGY**  
**COMPANY**  
**CASE NO. U-21981**

- Consumers Energy Company requests Michigan Public Service Commission for authority to increase its rates for the distribution of natural gas and for other relief.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company One Energy Plaza, Jackson, MI 49201, 800-477-5050, for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: [https://mi-psc.my.site.com/s/..](https://mi-psc.my.site.com/s/)
- A pre-hearing will be held:

**DATE/TIME:** Tuesday, January 13, 2026 at 9:00 AM

**BEFORE:** Administrative Law Judge Lesley C. Fairrow

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at [LARA-MOHR-PSC@michigan.gov](mailto:LARA-MOHR-PSC@michigan.gov) in advance of the hearing.

\*\*\*\*\*AUTO\*\*ALL FOR AADC 480

Clerk, City of TROY  
500 W Big Beaver Rd  
Troy MI 48084-5254



The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 16, 2025 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail natural gas rates so as to provide additional revenue of approximately \$240 million annually above the level established in Case No. U-21806 based on a projected 12-month test year ending October 31, 2027; 2) authorize Consumers Energy to adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.25%; 3) approve the Defined Benefit Pension/Other Post-Employment Benefits Volatility Mechanism as proposed by Consumers Energy; 4) approve the Revenue Decoupling Mechanism as proposed by Consumers Energy; 5) grant the accounting authorizations as proposed by Consumers Energy; 6) approve the modifications to the rates, rules, and regulations as proposed by Consumers Energy; and 7) grant Consumers Energy such other and further relief as is just and reasonable.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: [mpscdoctors@michigan.gov](mailto:mpscdoctors@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscdoctors@michigan.gov](mailto:mpscdoctors@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 7, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Dept – Regulatory, 1 Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21981**. Statements may be emailed to: [mpscdoctors@michigan.gov](mailto:mpscdoctors@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

**CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.**

2529-G



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

# CITY COUNCIL AGENDA ITEM COVER SHEET

**O.6.**

## **Agenda Item:**

O.6. Notice of Hearing for the Electric Customers of DTE Electric Company - Case No. U-21772

## **ATTACHMENT(S):**

20260112 O-06 Notice of Hearing for the Electric Customers of DTE Electric Company - Case No U-21772

CITY CLERK  
CITY OF TROY  
500 W. BIG BEAVER ROAD  
TROY, MI 48084

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE  
COMMISSION REVISED NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21772**

- DTE Electric Company requests Michigan Public Service Commission for approval of depreciation accrual rates and other related matters.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: <https://mi-psc.my.site.com/s/>.
- A pre-hearing will be held:

**DATE/TIME:** Monday, January 20, 2026 at 10:00 AM

**BEFORE:** Administrative Law Judge

**LOCATION:** Video/Teleconference

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate or who are seeking access to the video/teleconference should contact the Administrative Law Judge's secretary at (517) 284-8130 or by email at [LARA-MOHR-PSC@michigan.gov](mailto:LARA-MOHR-PSC@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's December 23, 2025 application requesting the Commission to: 1) authorize the requested proposed depreciation rate of 4.58% resulting in an increase of \$147 million in annual depreciation expense for DTE Electric, to appropriately reflect the consumption of assets over their average remaining life; 2) authorize the implementation of the new depreciation accrual rates as proposed, prospectively for financial reporting and rate making purposes effective with a final Commission Order in DTE Electric's next general rate case; 3) grant all relief described and requested as proposed by DTE Electric; and 4) grant DTE Electric such other and further relief as may be just and reasonable.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: <https://mi-psc.my.site.com/s/>. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in PDF format, as an attachment to an email sent to: [LARA-MPSC-edockets@michigan.gov](mailto:LARA-MPSC-edockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [LARA-MPSC-edockets@michigan.gov](mailto:LARA-MPSC-edockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 13, 2026. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Breanne K. Reitzel, One Energy Plaza., 1635 WCB, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process for participating in the hearing.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of their wish to make a statement of position. Mich Admin Code, R 792.10413 (Rule 413).

Any person wishing to file a public comment may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21772. Statements may be emailed to: [LARA-MPSC-edockets@michigan.gov](mailto:LARA-MPSC-edockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917.

All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Executive Secretary at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Administrative Hearing Rules of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106(2), (3), (4), (5), (6), and (7); R 792.10121; and R 792.10401 through R 792.10448.

U-21772